

**DECLARATION OF  
Conditions, Covenants, Restrictions, Easements and Charges**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Affecting the Single Family Lots known as  
**SEABREEZE GREENS**

THIS DECLARATION made by Diamond Rock Hill Top Construction, and RTN, and Inversions Miller Incorporation, hereinafter called declarant.

**Date WITNESSETH:**

WHEREAS, Declarant is the owner of 70.8 acres located in Juticalpa, in the jurisdiction of Santos Guardiola, Roatan, Honduras, Central America, as shown on the survey dated, June 2023 and identified as, property of: Seabreeze Greens, prepared by: Arcov Josue Villeda. to wit: all single family Lots in Seabreeze Greens, (hereinafter the "Subdivision") and desires to provide for the preservation of the values and amenities of the Subdivision and to provide for maintenance and for the convenience of its residents and to this end desires to subject the Subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, Declarant declares that the real property including all Single Family Lots in Seabreeze Greens, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "Covenants") hereinafter set forth.

**Single Family Residential Restrictions**

- Section 1** All lots in the Subdivision shall be used exclusively for residential purposes, except for other uses as shown on the master plan: No dwelling erected or maintained within the subdivision shall be used or occupied for any purposes other than for a single-family dwelling. No business, profession, or other activity, except rental, conducted for gain shall be carried on or within any lot.
- Section 2** No structure shall be erected within the Subdivision except single family dwellings and those accessory buildings and accessory structures, which have been approved by Declarant. No structure other than a dwelling, no accessory building, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any building site before completion of the dwelling upon such building site except with the written permission of Declarant.
- Section 3** No tent, tree house, barn, other temporary living or camping quarters or other temporary structures shall be placed on any lot at any time except with permission of Declarant or except as provided in section 10.
- Section 4** All contractors and architects or designers shall be approved by the Declarant. The general contractor shall warrant all materials and workmanship to be good quality and remain so for a period of one year.
- Section 5** All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a lot or building site except as expressly provided for in section 10.
- Section 6** No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alterations or improvement, unless enclosed in a service yard or building so as not to be visible from any neighboring property, or adjacent streets.

- Section 7** Contractor shall furnish trash containers and, at all times, shall keep the premises free from accumulation of trash and scrap caused by construction. Trash shall not be allowed outside a designated trash and scrap area and any that does intrude beyond shall be cleaned up immediately. At completion of the work, all remaining trash and scrap shall be disposed of legally. Tools, construction equipment, machinery, and surplus materials shall be removed from the site. The Declarant shall charge the contractor for any clean up of contractor's building area.
- Section 8** A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed. Trees and other natural vegetation shall be protected during construction. No other lot or adjoining property may be used or disturbed without the prior written consent of the Declarant.
- Section 9** The exterior of all building or other structure must be completed within sixteen (16) months after the commencement except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of one-hundred twenty (120) days without written permission of Declarant, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and may be removed by Declarant at the cost of the owner.
- Section 10** Temporary buildings for use in connection with construction within the Subdivision or in connection with sales of new homes or lots may be erected or maintained and model homes may be used and exhibited by Declarant and with Declarant's permission by any lot owner. The appearance and placement of temporary buildings permitted for construction or sales purposes must be approved by Declarant. Such temporary buildings shall be promptly removed when no longer used for the designed purposes.

**Easements, Roads, and Utilities**

- Section 11** There are hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible, and releasable easements and the right from time to time to grant such easements to others over, under, in and across,
- each of the five (5') foot strips along
- and
- adjoining the side boundary lines of each lot
- and
- each of the (10') foot strips along
- and
- Adjoining the rear and front (line along street), boundary lines of each lot, for use of all or part of such areas for electric, telephone, water sewer, and cable lines.
- Section 12** Easements in addition to those above described may have or may hereafter be granted by duly recorded conveyance.
- Section 13** Each owner in Seabreeze Greens shall have the use and enjoyment of the Common Areas, private roads, the restaurant, pool, and any other common facilities. Each owner hereby covenants and agrees to pay a pro-rata share of the costs and expenses of maintaining said common area. All costs and expenses associated with the maintenance and repair of said common area shall be divided equally on a per unit basis, between the lot owners, business and Seabreeze Restaurant.
- Section 14** The Declarant shall install electric conduit distribution lines, water lines, and construct access roads to be paid for by the Declarant for the use and benefit of the lot owners. Water will be metered to the users and paid for by users based on the amount of water used. Electric service will be metered and billed by RECO.
- Section 15** Water is, generally, in short supply on the Island and, therefore, each Single Family will be required to construct a water collection cistern with a minimum size to hold 5,000 gallons, and the cistern shall be connected to the downspouts and gutters, to collect rainwater from the roof. Not seen from the road.

## **Density, Set Back and Quality Standards**

- Section 16** No more than one dwelling and guesthouse shall be erected or maintained within any building site or lot. However, nothing herein shall prevent the erection and maintenance of one dwelling on a combination lots.
- Section 17** Except with Declarant's approval no building, porch, eaves, overhang, projection or other part of a building shall be located within ten (10') feet of the side lot and ten (10') feet from the front lot line (line adjoining the street). Approval to build in the front, side, or rear line setback may be given only (a) for eaves and overhangs or (b) for construction extends less than ten (10') feet into the setback areas and which Declarant determines to be consistent with or requires by the lot shape and consistent with superior design. This beach reserve shall be for the common use and enjoyment of all of the Seabreeze Greens owners.
- Section 18** No dwelling shall be erected which has a floor area of less than 1,250 livable square feet. Livable square foot does not include the exterior perimeter of the area being measured including covered decks.
- Section 19** No guesthouse shall be erected which has a floor area of less than 200 gross square feet or more than 800 gross square feet. A guesthouse must be planned and designed as a guesthouse and not as a separate and complete dwelling.
- Section 20** Architectural standards are established to the end that the Subdivision may benefit from the natural advantages of its particular location. The standards for architecture shall be typical Island style design, concrete and stucco and wood exteriors or a combination, painted with coloring typical of the Caribbean and colors shall be approved by the Declarant. Approval of designs and materials will be at the sole discretion of the Declarant.
- a) Roof Structure. 28 feet max height (3 floors ), roof terrace allowed but no closed in walls (3<sup>rd</sup> floor 8-10 foot pitch allowed).
  - b) Exterior Cladding. All wood exposed to weather shall be of cedar, redwood, cypress, or pressure treated pine. Siding pattern may be rough or smooth, 6" shiplap siding, 6" lapsiding, or 6" shingle. Trim Pattern; shall be smooth planed; 2" x 4" or 2" x 6" at corners and openings with caulked butt joints. Lattice Skirting; strips shall have spacing no larger than 1 ½".
  - c) Windows. Pattern, casement, awnings, double hung or wood louvers. Individual windows and porch openings, when rectangular shall be square or vertical proportion not less than 1:1.5. Material: Wood or Wood with metal or plastic cladding.
  - d) Roof Cladding. Approved Materials: wood shingle, pre-finished metal shingle, V-crimp metal sheet, standing seam metal sheet, tile, and other materials and all colors shall be approved by Declarant.
  - e) Exterior Finishes. All exterior colors shall be approved by the Declarant. Trim around openings shall be of a contrasting color in high gloss. Paint system used must be minimum: 1 coat primer, 1 coat acrylic latex paint with Mildew Additive. Caulking shall be required around all exterior openings and at other necessary places where wood is jointed and shall be 100% acrylic or paintable silicon. When repainting, the original color scheme shall be repeated, or a new color scheme shall be submitted for approval.
- Section 21** Fencing height, location and the style and material shall be approved by the Declarant.
- Section 22** Air Conditioning. Air-conditioning compressors shall be screened or fenced so that they are not visible from the adjacent property and so that the sound transmission to neighboring properties is minimized.
- Section 23** Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot and conform to the design, style and appearance established by the plans for the area established by the Declarant and approved by the Declarant.

- Section 24** Fasteners. All bolts, nails, staples, hinges, etc. exposed to the weather shall be hot-dipped galvanized steel, stainless steel, or brass. Contractor shall provide complete hurricane tie-down system consisting of anchor bolts, strapping, and clips as required for the particular connections within the structure.
- Section 25** Each owner shall maintain the exterior of the dwelling, guest house, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather-beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, lawn, shrubs, trees, other landscape material, fences and outdoor lighting.
- Section 26** Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a slightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within one (1) year.
- Section 27** There shall be a minimum of one (1) off-street parking spaces on each lot and no overnight parking will be allowed on the street.
- Section 28** Driveway surfaces shall be: brick pavers, colored concrete pavers, natural stone pavers, colored, patterned concrete or other similar hard surface to be approved by Declarant.

### **Living Environment Standards**

- Section 29** Each owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lots, which shall tend to substantially decrease the beauty of the neighborhood as a whole or in the specific area.
- Section 30** All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property, adjoining streets or common area.
- Section 31** All outdoor clothes poles, clothes lines and or other facilities for drying of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property, adjacent streets or the common area.
- Section 32** No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.
- Section 33** No noxious or offensive activity shall be carried on upon any lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any lot or in any living unit. No annoying lights, sound or odors shall be permitted to emanate from any living unit.
- Section 34** Satellite dishes shall be adequately screened so as not to be visible at ground level from any neighboring property or street. No horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure within any building site.
- Section 35** All yards and open spaces and the entire area of lot on which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the opinion of Declarant are likely to cause the spread of infection or weeds to neighboring property and free from bush or other growth or trash which in the opinion of Declarant causes undue danger of fire. At such time as construction begins a trash contained area will be provided, properly used and maintained.

**Section 36** In order to effect insect, weed and fire control or to move nuisances, Declarant has the right at its election to enter upon any lot upon which a building has not been constructed and to mow, cut, prune, clear and remove from the premises brush, weeds or other unsightly growth which in the opinion of Declarant detracts from the overall beauty, setting and safety of the area, and to remove any trash without such entrance and removal being deemed a trespass, and bill the owner for the cost of the cleanup.

**Section 37** No animal of any kind shall be permitted which in the opinion of the Declarant makes an unreasonable amount of noise or odor or is a nuisance.

**Section 38** Any boat or trailer must be kept in an enclosed structure or screened from view so as not to be visible at ground level from neighboring property or street. No stripped down, partially wrecked, or junk motor vehicle or sizable part thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible at ground level from any neighboring property or street.

**Section 39** No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property

### **Maintenance Fees for the Common Area**

**Section 40** An annual maintenance fee effective January 1, 2023, is \$1,800 per year for each Lot. The fee can be increased by a majority vote of the Lot, owners so as to be sufficient to cover all maintenance costs. Funds remaining after all expenses have been paid at the end of the year, shall be used for the coming years expenses, or the Declarant may reduce the annual billing for one year only if the Declarant determines that the excess plus the coming years billing plus a reasonable reserve is not projected to be needed for expenses. The fee will provide for the maintenance of the private roads and any common areas or facilities including, but not limited to, parks, open space, water ways, piers, canals, swimming pools, drainage facilities, retaining walls, security walls gates, landscaping, security. Each Lot, each owner will be billed the assessment by January 1st, and if the fee is not paid within 30 days of the billing date a rebilling charge of \$50 dollars will be assessed plus a ten percent (10%) late charge. If the assessment is not paid within ninety (90) days of the billing, a lien will be placed on the owner's lot, and the owner and guests will not be permitted to use the common areas and facilities. The Lot owner, owner or will be charged for all costs and attorney fees. Water and electric for streetlights and common grounds will be billed quarterly at actual cost. It is the intent of this agreement that the management company cover its out-of-pocket, direct costs, and overhead.

### **Security**

**Section 41** Security guards will be hired to man the entrance gates and patrol the area. The costs is included in the maintenance fee referred to above. The same billing, rebilling and non-payment provisions will apply as in Section 40.

### **Additional Common Area Improvements**

**Section 42** If improvements to the common areas or common facilities are proposed and approved by 2/3 of the lot owners, a special assessment will be levied equally upon all lot owners to be paid within sixty (60) days of approval.

### **Architectural Control by Declarant**

**Section 43** Matters which require the approval of Declarant prior to construction, alteration or installation include but are not limited to: the exterior appearance, material, color, height, location of each structure, drive, walk and fence, grading of site, site lighting and location, size and type of any landscape material including grass, ground cover, shrubs and trees.

## **Water Supply**

**Section 44** The developer has drilled a well to supply water to each lot which will be metered and billed monthly. Individual wells will not be allowed.

## **Small Shops, Office, Residential**

**Section 45** Neither Shops or business offices are allowed.

## **Architectural Requirements**

**Section 46** All plans, samples and other materials to be submitted to Declarant shall be submitted in duplicate. The minimum scale of such plans shall be 1/20th inch equals 1 foot. The plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences and any other structures. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. Landscaping plans shall show the location of all landscaping elements, including grass, ground cover, shrubs, trees and other landscape materials for all the area of the lot not covered by structures. The size and type of all new plant materials shall be indicated.

**Section 47** A written statement of the approval or disapproval or other action by Declarant, shall establish the action of Declarant and shall protect any person relying on the statement.

## **Officers and Agents Excused from Liability**

**Section 48** Declarant, the officers and directors, members and agents of Declarant, and the members of the Architectural Control Committee shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

## **Declarant Can Remedy Violations**

**Section 49** The Declarant may give notice to the owner of the lot where a breach occurs or which is occupied by the persons causing or responsible for the breach, which notice shall state the nature of the breach, and the intent of the Declarant to invoke this section unless with a period stated in the notice, the breach is occurred and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice the Declarant may cause the breach to be cured and terminated at the expense of the owner or owners so notified, and entry on owner's property as necessary for such purpose shall not be deemed a trespass. The cost so incurred by the Committee or Declarant shall be paid by the person responsible for the breach, including nonpayment of the owners share of the costs and expenses associated with the maintenance and repair of said Common Area and if not paid within thirty (30) days after such owner has been sent notice of the amount due, such amount, plus interest at a rate of fifteen (15%) percent per annum and plus cost of collection, shall be a lien on the ownership interest in the lot (including improvements thereon) of each person so notified and shall in all respects be the personal obligation of the owner. Declarant may bring an action of law for recovery of the costs so incurred by it, plus interest and cost of collection against the owner personally obligated to pay the cost of preparing and filing the complaint in such action, and the judgment in any such action shall include interest as above provided and a reasonable attorney's fee, together with the costs of the action.

## **Covenants Run With The Land**

**Section 50** These Covenants shall run with the land and shall inure to and be binding on each lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any lot in the Subdivision.

## **These Covenants May Not Be Waived**

**Section 51** Except as these Covenants may be amended or terminated in the manner hereinafter set forth they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these covenants. Every person bound by these Covenants is deemed to

recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and the leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as impediment their subsequent enforcement and each such person agrees not to defend against enforcement of these Covenants on the grounds of waiver.

**Severability**

**Section 52** If any of these Covenants shall be held invalid or become unenforceable the other Covenants shall in no way be affected or impaired but shall remain in full force and effect

**Action in Writing**

**Section 53** Notices, approvals, consents, extensions, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action. Permission, consent or approval of Declarant or the Architectural Control Committee under these Covenants is not effective unless in writing.

**Notices**

**Section 54** Any writing described in Section 154, including but not limited to any communication from Declarant or the Architectural Control Committee to an owner, shall be sufficiently served if delivered by mail or otherwise:

- a) To the dwelling situated on the lot owned by that owner: or, if there is no dwelling, then to the address furnished by the owner to Declarant and if the owner has not furnished an address, then to the most recent address of which Declarant or the Architectural Control Committee has a record.

**AMENDMENTS to above Conditions, Covenants, and Restrictions**

**Amendment 1** The activities, responsibilities, and rights of the Declarant may be assumed by a group of three (3) lot owners, who are elected for annual terms by a majority of all lot owners in Seabreeze Greens, after 90% of the lots, villas have been sold, or if, for any reason, the Declarant does not perform the duties stated in the declarations of the covenants and restrictions. These covenants may be amended or terminated with a vote of three fourths (3/4) majority of the lot owners.

IN WITNESS WHEREOF, Seabreeze Greens, has executed these amendments to this declaration on this 1<sup>st</sup> day of January, 2024.

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**Andrew Louis Scott Miller**