

An aerial photograph of a coastal town, likely in Curaçao. The image shows a harbor with many sailboats and a few larger ships. The town is built on green hills with red-tiled roofs. A large red semi-transparent rectangle covers the left side of the image, containing the title text. The right side of the image shows a residential area with a winding road and green fields.

ALGEMEEN PENSIOENFONDS VAN CURAÇAO

Building regulations

31 July 2024



Building regulations

Applicable to the allotment
plan Brakkeput Noord in
Curaçao

Building regulations

In Brakkeput Noord you will find 160 lots in a beautiful, natural environment. The spacious lots, in combination with the favourable location, make this the perfect place to build your dream home.

These Building Regulations and Building Conditions ('Building Regulations') are included in the purchase and delivery deed of a lot by referring to them and are imposed on the Owner as a personal obligation. Therefore, the Owner is obliged to adhere to the Building Regulations and in the event of a subsequent sale and delivery to impose them on the natural person or legal entity to whom they sell the lot.

The Owner undertakes to the Management Association Brakkeput Noord ('Management Association') still to be established or the General Pension Fund of Curaçao ("APC", Algemeen Pensioenfonds van Curaçao), now referred to as Seller, that they will adhere to the terms and conditions of the allotment plan of which the sold property forms part, as these have been or may be determined from time to time by the competent authorities, such as the Island Development Plan ("EOP", Eilandelijk Ontwikkelingsplan), competent authorities and the Management Association or the Seller have granted exemption from them.

Private law regulations and obligations (building regulations)

In order to also outline clear rules and expectations between the owners regarding the use of the lot and the regulations regarding buildings on the lot, we, the APC, will lay down a number of rules in these Building Regulations. These building regulations are imposed for the 160 individual lots of Brakkeput Noord. These building regulations do not apply to lot numbers C13, G3 and E1. Lot numbers C13, G3 and E1 are intended for apartments.

The private law obligations and regulations are divided into:

- a. Definitions
- b. (Public Law) Building Obligations and Requirements
- c. Supervision
- d. Instructions for use
- e. Building Instructions
- f. Approval of construction drawings procedure
- g. Association contribution
- h. Penalty clauses
- i. Final Clause

Checking compliance with private law obligations and regulations containing restrictions with regard to the use of the lots to protect residential enjoyment and the environment.

The Building Regulations are imposed in the form of a perpetual clause as personal obligations in the deed of transfer of any lot in the above-mentioned allotment plan, and therefore, it is the obligation of a Owner to adhere to the Building Regulations and to comply with them and in the event of a subsequent sale and delivery to impose them on the natural person or legal entity to whom they sell the lot they own.

Compliance with these rules will be monitored by the Management Association, which the Seller will establish. Until the establishment of the Management Association, the Seller is charged with the tasks of the Management Associations as set forth in the Building Regulations and thus also with monitoring compliance with the rules as laid down in the Building Regulations. The Owner obligations towards the Seller under the Building Regulations will apply to the Management Association upon the establishment of the Management Association.

All owners of a lot are required to become members of the Management Association. In addition, all owners are obliged, by means of a perpetual clause to be included in the deed of transfer, to oblige their subsequent owner/Buyer to become a member of the Management Association and to comply with the Building Regulations when the lot is sold. You are no longer a member of the Management Association once you have sold your site.

A contribution of ANG. 250,- will be owed to the Seller or to the Management Association per quarter (hereinafter: the Association Contribution). The obligation to pay the Contribution commences upon the transfer of the lot.

The Association Contribution will be indexed every two years, starting from 1 January 2026. This indexing will be determined based on the accumulated percentage of the consumer price indices for Curaçao over the previous two (2) years, as published by the Central Bureau of Statistics. The Association Contribution can also be adjusted if the Management Association decides to do so. The definitive regulations regarding the conditions (for example, the number of votes required) and the procedure for adjusting the Association Contribution by means of a decision of the members of the Management Association are laid down in the articles and/or regulations of the Management Association. If the consumer price index for Curaçao is negative in any year, the Association Contribution will not be reduced.

The Sold Lot is subjected to the hereinafter defined Building Regulations

Seller hereby imposes the Building Regulations on Buyer, who accepts them. The rights granted for the benefit of the Seller and the hereinafter defined Management Association are accepted by the Seller. The Building Regulations are as follows:

A. Definitions

In these building regulations the following definitions apply:

1.Brakkeput Noord: the project consisting of 160 individual Lots located in Brakkeput Noord;

2.Structure: constructions of any size made of stone or concrete, which is either directly or indirectly connected to the ground at the site or is directly or indirectly supported in or on the ground, intended to function at that location. This includes the building-related installations that form part of it.

3.Construction: installing, erecting in whole or in part, renewing, changing, or extending a structure;

4.Building: structure that forms an accessible covered space for people completely or partially enclosed by walls;

5.Annex: a building with an independent roof, which according to its appearance, forms a subordinate space to a main building located on the same building Lot and which, if attached, is directly accessible from the outside, the basic principle being that an annex pertaining to a home is only considered an annex if the function accommodated therein is ancillary to the function of the main building and the floorsurface area of the annex does not exceed 40m².

6.Carport: a structure consisting of an open Construction with at least a completely or partially closed wall intended as a parking facility for one or more vehicles, motor vehicles and/ or vessels, with the facade facing the street being open. A carport may be erected over a building line and/or on the property boundary.

7.House: separate part of a building, which part is intended for residential use, with the pertaining part of the land;

8.Ground level: the natural terrain surrounding a structure;

9.Average ground level height: the calculated height of the natural terrain, measured by the height measurements of the four (4) marking pins used.

10. Building height: structure measured from the average ground level of the Lot to the highest point of the roof of a building or a structure.
11. Buildings: buildings and works that are permanently connected to the ground, either directly or through associations with other buildings or works;
12. Utilities: underground infrastructure such as pipes and cables, which provide essential services such as water, electricity, gas, sewerage, telecommunications, and other utilities.
13. Owner: the party that purchases a Lot from the APC in Brakkeput Noord and who has acquired ownership thereof and/or the subsequent party or parties that has or have acquired ownership of aforementioned Lot or has or have another right in rem on the Lot.
14. Seller: the APC
15. Lot: one of the 160 individual Lots in Brakkeput Noord, excluding the Lots with Lot number C13, G3 and E1.
16. Management Association: the Management Association of Brakkeput Noord to be incorporated.
17. ROP: the government department "Uitvoeringsorganisatie Ruimtelijke Ordening en Planning".
18. Building Regulations: present article A: 'Definitions' through article I: 'Final Clauses' as included below.
19. EOP: the spatial planning decree "Eilandelijk Ontwikkelingsplan".
20. Association Contribution: a contribution which the owner owes to the seller or to the Management Association to the amount of Naf. 250,- per quarter, possibly indexed in accordance with the provisions of paragraph 6G of these Building Regulations.
21. Ytong: brand name of cellular aerated concrete building blocks.
22. .EPS: isolation material made from expanding polystyrene.
23. Sold Lot: the registered property located in Brakkeput Noord that the owner has purchased from the Seller and that will be delivered to the Owner by means of this deed.

B. (Public Law) Building Obligations and Requirements

Every structure on a Lot in Brakkeput Noord must comply with the building[LD1] regulations and conditions as established by the ROP and the Building Regulations.

C. Supervision

The supervision of compliance with the Building Regulations will be carried out by the Management Association, which will be established by the Seller. Until the Management Association is established, the Seller will be responsible for the duties of the Management Association as outlined in the Building Regulations, including the supervision of compliance with the rules laid down in the Building Regulations. The obligations that the Owner has towards the Seller under the Building Regulations will, upon the establishment of the Management Association, transfer to the Management Association.

D. Instructions for use

1.The Sold Lot has a residential purpose, which means that a House for permanent residence must be built on it, and a holiday home or one or more Structures and/or Houses with other functions may not be built on the Sold Lot.

2.It is not permitted to change the purpose of the Sold Lot to anything other than residential.

3.The Owner acknowledges that the Seller has pointed out the marking pins of the Sold Lot to the Owner upon signing the deed. The Owner is responsible for securing the marking pins of the Sold Lot against accidentally being moved.

4.Unless the Seller or the Management Association grants an exemption, no profession or business may be practiced on the Sold Lot, nor may public religious, semi-religious or philosophical services or meetings be held there.

5.The Owner undertakes not to carry out or permit any harmful or hindering activities that could cause annoyance or nuisance to local residents. In their design and when choosing building materials, the Owner must take into account that noise pollution for neighbours during normal household use is minimized to a maximum of sixty-five decibels (65 dB(A)).

6.Dirt or waste may not be dumped on the Sold Lot, on the street or on land intended for purposes other than homes and roads; dirt and other waste may only be disposed of in the closable containers intended for that purpose. Bulky waste such as waste from Construction work, car wrecks or household may also not be kept or stored on the Sold Lot, on the street beyond the building line or on a land intended for purposes other than homes and roads.

7. Carrying out Construction work of any kind on the pavements, on public roads and/or on the verges is not permitted. Therefore, mixing or spinning masonry mortar or concrete in these areas is not permitted. Building materials may also not be stored on the verges.

8. Toxic substances, with the exception of normal household cleaning agents, may not be discharged into the ground.

9. The Owner will ensure that their House, fencing (such as the wall around the garden), and garden are well-maintained at all times. Garden irrigation should only be carried out using a carefully adjusted drip system.

10. The Owner must keep the verge and green areas adjacent to the Sold Lot clean before, during and after the Construction work. Clean should be understood to mean that it is free from Construction work, the verge must also be repaired and returned to the same condition it was in before the Construction work.

11. Work may only be carried out during the following working hours during the Construction of the House, building adjustments, extensions and extension work: Mondays to Saturdays: seven o'clock in the morning to four o'clock in the afternoon (7 a.m. - 4 p.m.). These working hours also apply to suppliers of building materials. The Owner will ensure compliance with this article, include these provisions in any construction agreement to be entered into with a third party and is responsible for the people working on the construction site, whether hired directly by them or hired by third parties. The Owner will supervise and be responsible for the removal of waste generated by the contractors, subcontractors and suppliers contracted by them left behind on and around their Sold Lot.

12. The Owner must ensure that the Seller's property is not damaged during the Construction work. Heavy vehicles are expressly not allowed on the concrete driveways. The Owner will be held liable if there are indications that damage has occurred to the Seller's property due to the actions of third parties for the Construction work.

13. If, insofar as and for as long as, water pipes, high-voltage pylons or high-voltage cables, owned by the public water and electricity company, are located in/on/above the Sold Lot, the Owner will tolerate their presence.

14. Rubbish bins, gas cylinders, boilers, television aerials, antenna dishes, and washing lines must not be visible from adjacent roads.

15. Exterior lighting of the House, and on the Sold Lot will be directed and/or shielded in such a way that only the House or the Sold Lot is illuminated and no nuisance is caused to third parties.

16. No wind turbines, masts and tower antenna dishes will be installed on the Sold Lot – subject to appropriate exemption by the Seller or the Management Association. Antenna dishes with a diameter of more than one meter (1m) are not permitted.

17. As long as the Owner has a right in rem to the Sold Lot, they are obliged to be a member of the Management Association still to be established and to comply with its articles and regulations, in accordance with its articles and regulations as known to the Owner.

18. The Owner has the obligation or qualitative obligation, for as long as the Owner owns or has the right to the Sold Lot, to pay the Seller, or at least the still to be established Management Association, the Association Contribution every quarter for operating costs, including the costs arising from agreements entered into by the Seller or the Management Association with others or activities carried out by the Seller or the Management Association in respect of, for example, supplies and work for the plan, which concern the management, maintenance, use and repair of, but are not limited to the roads, green areas in the plan and the real estate tax payable in respect of those items, items, pipes and facilities and the costs payable in respect of other facilities (water and electricity), insofar as the latter costs are not charged to the individual owners, whereby from the establishment of the Management Association the rules according to the articles of association and regulations of the Management Association then in force will apply at all times.

19. The Buyer is obliged to pay the Association Contribution in advance to the Seller or the Management Association on the first working day of each quarter, for the first time pro rata upon the transfer of the Sold Lot, regardless of whether the relevant facilities for which the Association Contribution is intended have been completed.

20. When selling the Sold Lot to a new Owner, each subsequent Owner is obliged to require the civil-law notary to settle the outstanding Association Contribution from the sales proceeds of the Sold Lot. The Sold Lot cannot be transferred to a new owner before any outstanding Association Contribution has been paid in full.

21. An easement will be established for each Sold Lot at the Seller's expense for using the roads in Brakkeput Noord so that every Owner has the right to free access to their Sold Lot.

22. The said membership of the Management Association will end upon sale or by the establishment of a usufruct on the Sold Lot, whereby the Owner is obliged to stipulate from the usufructuary that the usufructuary become a member of the Management Association. The Owner remains responsible for compliance with the contents of the Building Regulations by the usufructuary.

23. Every Owner is obliged to keep the Seller or the Management Association or a third party to be designated by the Seller or the Management Association informed of their permanent address, telephone number, and any fax number and email address.

24. The rules included in this part of the Building Regulations as well as the rules included in the other parts of the Building Regulations also apply to the party to whom the Buyer sells their Sold Lot or to the party to whom the Owner grants usufruct over the Sold Lot.

E. Building Instructions

1. A structure may only be built taking into account:

- a. The building heights stated in these conditions;
- b. The building boundaries indicated in these conditions;
- c. The maximum constructed area per building lot stated in these conditions.

2. Before the Owner submits an application for a building permit to the competent authority (ROP) and/or realizes a Construction modification and/or addition or extension, they must have obtained written approval from the Seller or the Management Association for the Construction drawing and the materials to be used in connection with monitoring compliance with the Building Regulations.

3. The Owner is obliged to commence Construction of a House on the Sold Lot within a period of five (5) years from the date of purchase of the Sold Lot. The Owner further undertakes to fully complete the Construction work referred to in this paragraph within a period of twenty-four (24) months after the Construction of the House has commenced or after the building permit has been granted, including all Construction work, finishes, and landscape adjustments included in the original Construction plan. The sale of the Sold Lot within the five-year period does not release the subsequent Owner from the obligation to start Construction within the set period of five years after the purchase by the first owner and the completion thereof within the aforementioned period of twenty-four (24) months.

4. For all renovation projects, a construction period of twelve (12) months applies from the date after the start of the Construction work or on which the building permit has been granted. Within this period, the renovation project must be fully completed, including all Construction work, finishes and landscaping changes included in the original Construction plan.

5. A maximum of one (1) House may be built on the Sold Lot with a minimum floor surface area of one hundred twenty five square meters (125 m²). In addition, it is permitted to build a maximum of one (1) annex with a maximum floor surface area of forty square meters (40 m²).

6.The building boundaries of the Sold Lot,calculated from the boundary lines, are at least three meters (3m) on the sides and at least five meters (5m) at the rear. As far as the front is concerned, the building boundaries apply in accordance with ROP guidelines and the approved layout drawing. The permitted width of the boundary facing the road, calculated from the property boundary, is at least seven and a half meters (7.5m) for main houses. The facades of an annex may be built on the boundary over a total length of a maximum of ten linear meters(10m), provided that no windows and openings are created in the dividing wall and drainage does not take place into the adjacent lots.

7.For the building line distances for corner lots in Brakkeput Noord, seven and a half meters (7.5m) must be maintained for the short side facing the road, and five meters (5m) for the long side facing the road. For corner lots that do not have a clear short side and long side facing the road, a building line of seven and a half meters (7.5m) must be maintained and for the building line of the adjacent lots, a building line of five meters (5m) must be maintained.

8.The maximum building height is eight meters (8m) and will be measured from the average ground level of the Sold Lot to the highest point of the roof of a building or structure. The Owner may not change the natural course of the Sold Lot.

9.The Sold Lot may not be divided up, split into apartments, or into apartment rights. Nor may separate rooms be rented out on the Sold Lot.

10. No structure will be erected, modified, or moved without written permission from the Seller or the Management Association, even if no building permit is required for this under government regulations. All structures, including fences, walls, and other partitions (with the exception of boundary fences), whether or not fixed, higher than one meter (1m), are considered as structures. If the Seller or the Management Association does not grant permission, the Owner will submit an amended plan until the Seller or the Management Association does grant this approval. For the purpose of preliminary consultation, a sketch plan will suffice. A specification drawing is required for final approval, which may not be changed, at least in principle until the building permit has been applied for. If ROP advises changing the design, the Owner is obliged to discuss these proposed changes with the Seller or the Management Association.

11.Temporary Buildings such as sheds,huts, tents, containers, and such like,as well as Buildings made of defective materials in general (such as old wood, old roof tiles, old tin, and such like) may not be kept on the Sold Lot, with the exception of a site hut during the Construction work for a maximum period of twenty-four (24) months after the start of the Construction work. The Buildings mentioned may expressly not be installed on the verges.

12. Temporary Buildings such as sheds, huts, tents, containers, and such like, as well as Buildings made of defective materials in general (such as old wood, old roof tiles, old tin, and such like) may not be kept on the Sold Lot, with the exception of a site hut during the renovation work for a maximum period of twelve (12) months after the start of the renovation work. The Buildings mentioned may expressly not be installed on the verges.

13. The Owner will ensure that their House, fence, and garden are well-maintained at all times. The Buildings must have a proper coat of paint on the outside if they are not natural stone or brick.

14. The garden must be planted in such a way that it looks attractive and well-maintained without causing inconvenience to third parties.

15. It is not permitted to install container homes on the Sold Lot. The Buildings may not be of a light construction and must be constructed of stone- like material or of concrete such as concrete blocks or Ytong and/or EPS. The use of zinc, eternit and aluminium sheets as roofing is excluded. The Seller or the Management Association may grant an exemption from the above if, in the opinion of the Seller or the Management Association, an architectural and qualitatively responsible alternative is proposed. The Seller or the Management Association must grant approval to the Owner for the materials to be used. Asbestos-free roofs and/or asbestos-free sheets must be used at all times.

16. Installing solar panels on the roof is permitted. For other installations, the Owner must first request permission from the Seller or the Management Association. Solar panels on sloping roofs should be placed on the inside of the Sold Lot as much as possible, with the aim of hiding them from view.

17. The Owner is obliged to create facilities (parking) on their own Sold Lot for private vehicles. The street and verges may not be used as permanent parking spaces. The Construction of driveways up to the verge or on the low curb and up against the high curb is prohibited.

18. The Owner is responsible for ensuring that the immediate surroundings are kept clean during the Construction work of the House (and other structures) and that all Construction debris is taken away to the landfill. This also applies to leftover concrete and/or the rinsed concrete mixer from the concrete trucks.

19. Supplied building materials may only be stored on the Sold Lot. Use of adjacent lots as a supply road is not permitted unless the owner of the adjacent lots in question has given written permission for this. The owner of the Sold Lot on which the Construction work referred to in the first sentence of this article takes place is responsible for preventing erosion of the supply road as a result of rain.

20. Without prior written permission from the Seller or the Management Association, the boundary of the Sold Lot may not consist of any material other than a stone material wall, such as concrete blocks or Ytong and/or EPS, with a height of at least one meter and twenty centimeters (1.20 m) and a maximum of one meter fifty (1.50m). If concrete blocks are used as a boundary, these blocks must be plastered on both sides.

21. One (1) swimming pool may be built on the Sold Lot, the upper edge of which is not more than one and a half meters (1.50 m) above Ground level.

22. It is prohibited to place billboards on the Sold Lot.

23. Existing trees and vegetation outside the location where the House and driveway are projected and higher than one and a half meters (1.50 m) may only be felled or cleared with the written permission of the Seller or the Management Association.

24. The part of the Sold Lot that is not to be built on may not be paved for more than fifty per cent (50%) with materials such as concrete, asphalt or any other non-permeable material.

25. Domestic wastewater, including fecal water from the House, will be discharged into concrete or plastic septic tanks, which may not discharge into the ground. Watering plants with septic tank water is permitted, provided this does not lead to odour nuisance.

26. Digging and constructing sinkholes and cesspools and drilling or digging water wells is prohibited.

27. Supply cables for electricity, telephone and television will have to be laid underground from the boundary of the Sold Lot to the House. The Owner must contact the supply companies to connect to the grid.

F. Approval of construction drawings procedure

1. Approval of the building plans by the Seller or the Management Association is required before an application for a building permit can be submitted to ROP. Construction work may not commence until the Seller or the Management Association has stamped and signed off on the building permit for approval.

2. If the Seller or the Management Association does not approve the construction plan referred to in article 6F1, an amended plan will have to be submitted until the Seller or the Management Association does grant approval. For the purpose of preliminary consultation, a sketch plan will suffice.

3. For final approval, at least the drawings and documents below are required in duplicate (digital) and they may not be changed before the building permit is applied for. Please ensure that the submitted documents are clearly legible and of good quality. The Owner should send the documents below to the following email address: brakkeputnoord@apc.cw, or to an email address or other means of contact designated by the Management Association.

- a. Site plan indicating the permitted building lines on a scale of 1:200.
- b. Contour map scale 1:200.
- c. Floor plans and sections with main dimensions scale 1:100.
- d. Views of facades, front side, and rear, scale 1:100.
- e. Drawing of site finish, landscaping, garden construction and possible swimming pool.
- f. Drawings of site fencing at the front, back and sides.
- g. Specification of the materials to be used.
- h. Indication of the colours of the roof covering and the exterior.

4. If the plan is rejected, the applicant will be notified in writing.

5. The drawings are stamped, signed, and returned to the applicant if the plan is approved. The inspector automatically obtains the right to access the structure.

6. The application for a building permit to ROP must be submitted with the drawings stamped for approval by the Seller or the Management Association. Before the start of Construction, a copy of the building permit granted by ROP must be submitted to the Seller or the Management Association.

7. Deviating from the approved drawings during the execution of Construction is prohibited. The Seller or the Management Association will check during Construction whether Construction is actually taking place in accordance with the approved drawings. If there are any deviations, the Seller or the Management Association has the right to take appropriate measures and/or stop Construction.

G. Association contribution

The Association Contribution amounts to TWO HUNDRED AND FIFTY GULDERS DUTCH ANTILLIAN COURANT (NAf. 250) per quarter. The obligation to pay the contribution commences upon the transfer of the Sold Lot. The Association Contribution will be indexed every two years from January 1st 2026. This indexation will be determined on the basis of the accumulated percentage of consumer price indices for Curaçao over the previous two (2) years, as published by the Central Bureau of Statistics. The Association Contribution can also be adjusted if the Management Association decides to do so. The final regulations regarding the conditions (for example the number of votes required) and the procedure for adjusting the Association contribution by means of a decision of the members of the Management Association will be laid down in the articles of association and/or regulations of the Management Association. If the consumer price index for Curaçao is negative in any year, the Association Contribution will not be reduced.

H. PENALTY CLAUSES

1. In the event of violation of one or more of article A, B, C, D, E, F and G as well as these penalty clauses, the offender will forfeit an immediately payable penalty of TWENTY THOUSAND GULDERS (NAf. 20,000) for each violation and for each day or part thereof that the violation continues, notwithstanding the authority of the Seller or the Management Association to correct or remedy violations of the aforementioned provisions at the offender's expense. If the Management Association is not active at the time of the violation, the Owner undertakes to pay the penalty to the APC. This payment obligation to APC also applies if the Management Association is no longer in operation. The Owner and their legal successors will be in default by the mere fact of the violation without any notice of default or demand letter being necessary. At the first request of the APC or the Management Association, the offender is obliged to correct the violation(s) committed in breach of this provision at their own expense so that they are in line with the Building Regulations. The correction must occur within a period determined by the APC or the Management Association.

2. In the event of any alienation of ownership or establishment of a right of real enjoyment on the Sold Lot or part thereof, the Building Regulations must be imposed on the new acquirer or entitled party and stipulated by means of the relevant notarial deed for the benefit of the APC or the Management Association, and are accepted by the new acquirer and are included verbatim in the deed of transfer or establishment/delivery of the real right of enjoyment. In the event of failure to comply with this obligation, the negligent party will owe a penalty of two hundred and fifty thousand guilders (NAf. 250,000) to the Seller or the Management Association, which penalty will be immediately due and payable due to the mere fact of default, therefore without any demand letter, notice of default or judicial intervention, notwithstanding the obligation to pay compensation to the injured party if there are grounds to do so. If the Management Association is not active at the time of the violation, the Owner undertakes to pay the penalty to APC. This payment obligation to APC also applies if the Management Association is no longer in operation.

I. Final Clause

The Building Regulations have been drawn up in the Dutch language and translated into the English language. In the event of any contradiction or discrepancy between the Dutch and English versions of the Building Regulations, the Dutch version will prevail.

