

EI CANTIL REGIME RULES & REGULATIONS

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EL CANTIL REGIME REGULATIONS

CONDOMINIUM OWNERSHIP

ARTICLE ONE – **Application of the Condominium Ownership Regime** – These Condominium and Management Regulations are currently observed by and in effect for the condominium complex known as “EL CANTIL” located on the island of Cozumel, Quintana Roo, Mexico on two lots on Avenida Rafael E. Melgar between 13 and 15th Av., Colonia Centro 77600. The ownership of this Master Condominium consists of two units, Building Unit One and Building Unit Two, and 21 Units pertaining to Sub Regime “El Cantil Torre Sur” and 28 Units pertaining to “El Cantil Torre Norte”. The Condominium Regime was executed through Public Instrument document 10,768 before Public Notary Irving Garcia Valdez, in Cozumel, Quintana Roo and each Sub Regime was registered separately “El Cantil Torre Sur” on the 24th of August, 2006 before the Property and Commerce Public Register of Deeds under Folio (Registration) number 14,496 and “El Cantil Torre Norte” on the 29th of August 2006 under Folio (Registration) Number 14164. “EL CANTIL” is governed by the specifications and provisions therein contained and these Regulations, and for matters, not provided herewith, are ruled by the applicable Laws.

ARTICLE TWO – **Purpose** – The subject matter of these Regulations pertains to the complex known as “EL CANTIL” incorporated under Public Instrument 10,768 consisting of Sub Regimes “El Cantil Torre Sur” and “El Cantil Torre Norte” that for all intents and purposes of these Regulations represent one residential complex.

The total description and purpose of the property, construction, installations, materials and Condominium equipment are provided for within the aforementioned incorporation document 10,768 and for all pertinent purposes is reproduced in these Regulations as if inserted verbatim.

The Incorporation Instrument 10, 768 mentioned in the above Article establishes Condominium’s number, description and use of land, constructions, installations and material equipment, whereas these Regulations are part thereof and for all legal purposes as if all its items were fully reproduced herein.

ARTICLE THREE – **Regulations** – Co-owners, tenants and people using Condominium’s Common Areas, as well as visitors in general, will abide by and adhere to these Rules and Regulations and other standards provided for and by the Condominium Ownership Regime, VC and the Administration. Purchase or lease of any Unit within the Condominium buildings, or occupation or access to them, are enough grounds for Co-Owners or users of the Unit to respect and comply with the standards, provisions and obligations concerning the Condominium building. The aforementioned parties accept the respective rules, regulations and provisions, herein, and Condo Law and hence are bound to comply with such.

**CHAPTER ONE
GENERAL PROVISIONS**

ARTICLE FOUR – DEFINITIONS – Unless provided otherwise, the following words and phrases when mentioned in these Regulations shall have the following specified meaning:

- a) **Administrator** is an individual or company appointed by the Assembly to undertake the administration of the Condominium.
- b) **Assembly** shall mean the General Assembly held annually to conduct Condominium business
- c) **Common Area or Common Property** is that property within the Condominium jointly owned by all Co-owners.
- d) **Condominium Website** is that website authorized by the Assembly for the purposes of disseminating relevant information and distributing official documents to all Co-Owners. This website is currently set up with the web address “www.echoainfo.com” and is accessed by password supplied to all Co-Owners upon purchase of a Unit or upon request by any Co-Owner to the Administrator or VC. All Co-Owners are obligated to check said website regularly to obtain relevant information regarding the Condominium and all official documents of the Condominium. Any change as to the website address will be promptly sent to all Co-Owners via email with a read receipt requested for verification of receipt.
- e) **Co-Owner** refers to the owner(s) of a Unit, whether an individual or a corporation.
- f) **El Cantil** refers to the Master Condominium Regime and Sub Regimes
- g) **Extraordinary Assembly** is a special Assembly where a 75% quorum is required to make changes to the Condominium, Regulations and structural changes which are not in accordance with the Regime.
- h) **Funds** are those accounts approved by the Assembly for specific purposes necessary for the Condominium to conduct business. Each Fund shall have its own separate bank account(s) which may be denominated either in Mexican Pesos (MXN) or U.S. Dollars (USD). Existing Funds are currently the General Fund and the Reserve Fund. The creation of and utilization of all Funds shall be dictated by the Assembly.
- i) **Law** referred to is the 2011 Law on Condominium Properties for the State of Quintana Roo.
- j) **Operative Regulations** are those regulations shown in EXHIBIT A that may be modified by the Assembly upon recommendations from the VC.
- k) **Regulations** refer to the contents of this document.
- l) **Sub Regimes** are named “El Cantil Torre Norte” & “El Cantil Torre Sur” and form part of the Master Condominium Regime.
- m) **Terrace** shall mean those unenclosed areas attached to each private Unit which are commonly described by such terms as verandas, patios, balconies and decks. The term Terrace shall be used in place of all these terms and is considered private property such that everything inside the perimeter of said Terrace is private property, while the perimeter of said Terrace, including railings, arches,

columns and the outside vertical floor facing of each Terrace is considered Common Element of which the expenses will be covered by the Regime. Exterior walls which separate one Terrace from the adjoining Terrace are also considered to be part of the private Unit. Additionally, the exterior wall of the Condominium building which extends into the Terrace area of private units and the horizontal surfaces underneath the Terraces which extend outward from the Condominium are both Common Elements which Regime will cover expenses to include repair and painting.

- n) **Unit** refers to the individual private property exclusively owned by each Co-Owner and includes the Terrace as defined above.
- o) **Vigilance Committee** is that committee elected by the Assembly to represent all Co-Owners when outside of the Assembly and to oversee the Administrator. The Vigilance Committee shall be referred to as the “**VC**” throughout this document.

CHAPTER TWO

PRIVATE PROPERTY AND ELEMENTS OF COMMON USE OR COMMON PROPERTY

ARTICLE FIVE – **The Condominium** – The Condominium is divided into:

- a) General Common Property belonging to all Co-Owners are those areas of common use shared by all Co-Owners as well as their respective elements and facilities.
- b) A Private Property is a Unit including the Terrace that exclusively belongs to each Co-Owner.

ARTICLE SIX – **General elements meaning General Common Property within the Condominium** – Co-Owners’ general and common property may not be subdivided or separated. For all legal effects and purposes, the site’s Master Regime Plan by which each Construction Phase is located and identified together with the architectural and construction drawings show all areas that the Condominium includes and are attached hereto as EXHIBIT B and are not liable to separation and/or subdivision. No Units may be added or sub-divided. No Units may be re-configured with additional doors for purposes of entry or exit to common hallways.

ARTICLE SEVEN – **Structural transformation and construction** – Common Property may not be modified in form, use and/or re-constructed in any way. There will be no modification of form, shape, wall texture, re-configuring of outside walls, doors, windows, or any use of construction or change to commonly owned elements or areas. No construction, re-construction, either general or exclusive to each Co-Owner’s exterior, can be modified in any way unless one hundred percent (100%) of the Co-Owners cast an approving vote to such resolution in an Extraordinary Assembly.

ARTICLE EIGHT – **Use of Common Property** – All Co-Owners may use and enjoy Common Property in general as well as those areas, elements, and facilities intended for recreational purposes and as planned for. Therefore Co-Owners are not allowed to undertake measures, real or assumed, or hold ownership over general Common Property or elements of such property. Common Property is described by the Incorporation Document 10,768; therefore the Co-Owner may freely make use of them bearing in mind the restrictions imposed by the Law and by these Regulations.

ARTICLE NINE – **Parking Spaces** – Parking spaces within the Condominium are included in the Common Area. These spaces are to be exclusively utilized by Co-Owner’s or their visitors. At no time may a Co-Owner section off or reserve for exclusive use any Common Element and will follow the Operative Regulations.

ARTICLE TEN – **End of the Regime** – The Condominium Ownership Regime may be ended or dissolved only by the approval of one hundred percent (100%) of the votes in an Extraordinary Assembly or in circumstances as provided for by the Law.

CHAPTER THREE CO-OWNERS’ RIGHTS AND OBLIGATIONS

ARTICLE ELEVEN – **Sale of Property** - Co-Owners may use their property or sell their property by complying with the limitations and restrictions set forth by the Law and by these Regulations.

ARTICLE TWELVE – **Co-Owners right of First Refusal**- In the event of a sale of a unit, the owner of the unit shall inform the Co-Owners of their intent of selling by a notice which shall specify the unit to be sold and exact marketing price. This information will be made available on the Condominium Website and, after notice has been received, the Co-Owners have 15 days to express if they wish to purchase the property and, if not, normal selling procedures may commence.

ARTICLE THIRTEEN – **Payment obligations** – Every Co-Owner has the obligation to pay maintenance and care expenses associated with Common Areas, their services, accessories and equipment as well as all other expenses required to preserve their private property in order to avoid Condominium deterioration. All owners are also required to pay all penalties that are levied and all interest that is imposed. All Co-Owner payments will first be applied to any such outstanding penalties and interest with the remaining balance applied to any dues owed.

ARTICLE FOURTEEN – **Fulfillment of obligations** – Co-Owners at all times must comply with specific Condominium obligations including making a responsible attempt to attend ALL Assemblies; as long as, in accordance with the Regulations, the VC gives notice of the Assembly to the Co-Owners.

ARTICLE FIFTEEN – **Specific Obligations** – Each Co-Owner, their tenants or any other user must comply with the obligations spelled out by the Law and these Regulations.

Each Co-Owner assumes the responsibility to be familiar with all documents pertaining to the Regime, such as the Law, these Regulations and all Condominium Financial Reports, to assist with maintaining the health of the Regime.

Each Co-Owner will be responsible for damages within Common Areas caused by that Co-Owner or that Co-Owner’s visitors. The same will apply for damages to other Co-Owner’s private property.

ARTICLE SIXTEEN – **Continued Breaches** – A Co-Owner who repeatedly breaches their obligations or who is liable for damage and/or harm caused to others must pay the resulting penalty and any interest imposed within 60 days or the Administrator will then bring a recommendation for legal action to take possession of Co-Owners' Units(s) to the next Assembly for approval as per Article 45 of the Law. Preferential purchase consideration and first right of refusal will be given to Co-Owners.

ARTICLE SEVENTEEN – **Appropriate Conduct** – Each Co-Owner and occupant will use their respective Unit in an orderly and quiet fashion so as not to disrespect other Co-Owner's rights to peace and tranquility.

ARTICLE EIGHTEEN – **Services and installations** – Concerning common services and general installations within Co-Owner's property, Co-Owners must abstain from any action which could block, prevent, deter, impede, hinder or obstruct common use, hence Co-Owners have the obligation to ensure that their own services and installations are in suitable and proper condition and operation without encumbrance on Common Property.

Expenses associated with repairs or restoring services and installations if this is not adhered to, will be at transgressor's expense with the resulting damages determined by the Administrator and VC.

ARTICLE NINETEEN – **Works and Repairs in Units and Terraces** – A Co-Owner may do all works and repairs within their own Unit provided requirements specified by the Operative Regulations are complied with; however, each Co-Owner will be forbidden to make renovations or modifications to outside walls, windows or doors or damage the structure, or master walls or other essential elements of the body of the structure that could harm balance, compromise safety, health, comfort and continuity of the buildings. Nor may any Co-Owners make any repairs to their Unit, where they must pass through Common Areas and/or enter into electrical, plumbing, cable or Internet corridors to other Units unless Co-Owners coordinate such repairs with the Administrator that necessitate access to such electrical, plumbing, cable/Internet corridors to ensure the integrity of the repairs and the safety of the sub-contractor and other Co-owners. Sub-contractors and their employees accessing Common Areas must be properly insured and provide proof of such to the Administrator.

Terraces may not be covered with canopies or other materials; nor are grills with open flames allowed to be used or stored on the Terraces. Co-Owners are not allowed to make holes in Common Area outside walls, close up or change windows, modify windows or glass including their color; nor may Co-Owners paint Common Area walls or change walls or change the color of walls or to take out windows and replace with smaller or larger windows, or to close in windows or to change outside doors or add outside doors or to use other materials which could spoil the harmony within the complex or that could modify or damage the property's general aesthetics or could compromise or change the original Regime. Co-Owners that do not follow the above stipulations will restore things to their original state and will pay the resulting expenses and costs. If the original state is not restored within 60 days of notice of said transgression, the Co-Owner will be fined at a rate of \$100 per day with such interest as is applicable at that time. If

the Co-Owner refuses to restore things to their original state within the 60 day period and refuses to cooperate with the Administrator and the VC and Assembly, the Co-Owner of such Unit will incur contractual penalties set forth in Article Sixty-five and, by 51% agreement of the Assembly, may be denied access to Common Areas and, if necessary, appropriate legal action will be taken to include the sale of their Unit dependent upon severity of said transgression. Co-Owners are required to maintain their Terraces and keep them clean, painted and free of debris. Painting of ALL exterior walls is subject to the color schemes established in the Operative Regulations.

ARTICLE TWENTY – **Modification of the Regime** – The Regime may only be modified by majority vote at an Extraordinary Assembly with exception of structural changes which require one hundred percent (100%) approval.

ARTICLE TWENTY-ONE – **Execution of Repairs and Access to Unit** – Co-Owners or occupants of each Unit must allow reasonable access to Administrator regarding execution of repairs that may be required or necessary especially in an emergency situation. Co-Owners must give reasonable access into the Unit to architects, engineers, contractors, or other service people for purposes of such. The Administrator will notify the Co-Owner about the need to carry out works or repairs [ten] calendars in advance, save for an emergency whereby the Administrator will access the Unit through the Co-Owners Unit manager (which contact information will be made available by Co-Owner to Administrator) and/or through the provision to Administrator of a key and/or access code submitted to the Administrator and/or through other written instruction to the Administrator whose designated party will provide access to the Unit. All Co-Owners shall endeavor to provide access that is available in a timely and reliable manner so that emergencies may be attended to promptly.

ARTICLE TWENTY-TWO – **Removal of objects** – The Administrator will be in charge of specifying the schedule and means of transportation (such as use of cranes, elevators, blocking of sidewalks or garage areas) and/or removal of furniture, objects, large bulks, construction material, gravel or debris. The cost incurred for this will be paid by the Unit requesting such work.

ARTICLE TWENTY-THREE – **Complaints against a Co-Owner** – Co-Owners should make all attempts to resolve any differences amongst themselves. If any Co-Owner must enforce one or any of the aforementioned rights and obligations against another Co-Owner or has complaints against a Co-Owner who obstructs the Condominium's peace, the Administrator must be notified of this matter. The Administrator must attempt to find a solution and proceed under the terms of the Condominium Law and these Regulations.

ARTICLE TWENTY-FOUR – **Repair and Maintenance times** – All repairs and maintenance of any exclusive or private property will be at each Co-Owner's expense. These repairs will be carried out between the hours of 9:00 a.m. and 5:00 p.m. Monday through Saturday. In the execution of Condominium works, it is expressly specified that supply of materials, removal of debris, worker's traffic and vehicles and all actions required to fulfill said operations

will be according to the standards set forth by the Operative Regulations in order to minimize disturbing other Co-Owners.

ARTICLE TWENTY-FIVE – **Individual Co-Owner’s Cost** – Each Unit will be listed and assessed separately so that each Co-Owner may individually pay his/her respective taxes and dues. Garbage Services are maintained and paid for as Common Area services and not at individual Co-Owner’s cost. Each Co-Owner or occupant, as well, will pay for electric power, telephone, water, etc., as well as optional private services individually used within their own Unit.

CHAPTER FOUR CO-OWNERS ASSEMBLIES

ARTICLE TWENTY-SIX – **Governing entity** – The Co-Owner’s Assembly is the supreme body of the Condominium and will be advised of and resolve any matters not corrected by other means herein specified. Assembly resolutions must be complied with by the Administrator and/or by the person or persons expressly appointed by the Assembly. The VC, the Administrator and all Co-Owners must act in accordance with the Assembly’s decisions and resolutions as decided by the percentage of the vote in a General and/or Extraordinary Assembly.

The Assembly will have, among other rights, the power to appoint and to remove the Condominium’s Administrator as well as the VC members, to approve or modify Condominium operations and all associated Fund budgets, late payments by Co-Owners, Condominium Regulations during Extraordinary Assemblies as well as any other issues deemed appropriate as long as these issues do not oppose these Regulations or the Law;

ARTICLE TWENTY-SEVEN – **Timeline and follow-ups** – General Assemblies will be held at a minimum of once every twelve (12) months and will be held the first (1st) Tuesday in November. The VC will determine the exact place and time when the Assembly will take place and Co-Owners will be notified no later than 30 days before its scheduled meeting. Extraordinary assemblies may be called at any time and will comply with the requirements in Article Thirty-Three except in cases of emergency.

ARTICLE TWENTY-EIGHT – **Percentages of Votes** – Each unit will be represented by its undivided interest, except when considering the appointment, re-approval or removal of the Administrator, VC or for structural changes to the Regime where each Unit equally carries only a single vote. Co-Owners may give their Proxy to vote to another Co-Owner or professional representative. The Proxy is requested to be sent to the Administrator electronically five (5) days prior to an Assembly for administrative convenience. All Proxies must be presented at sign-in in original form at each assembly with the copy of identification of Proxy grantor(s) and witnesses.

ARTICLE TWENTY-NINE - Co-Ownership of a Unit – In case of Co-Ownership of a Unit, Co-Owners must designate a common representative at the moment of sign in at the beginning of the Assembly meeting for voting purposes only. In the case where there are multiple Co-Owners, a proxy is not necessary if all owners cannot attend.

ARTICLE THIRTY – Co-Owner’s Guest at Assembly- Co-owners may be accompanied by lawyers, notaries, accountants and/or professional translators but only one of these guests may speak at the Assembly.

ARTICLE THIRTY-ONE – Assembly Calls and Co-Owner Participation – Assembly calls must include the type of Assembly, the order of Business (Agenda), place, day, time, and location of the Assembly and specify First, Second, or Third Call.

In the event a Co-Owner is not able to attend the Assembly in person, they may do so through a simple Proxy conferred to another Co-Owner or to an appointed professional third party who will attend in the Co-Owners place. Attached hereto as EXHIBIT C is a suggested and approved simple Proxy which may be used by the Co-Owner for the appointment of their representative to the Assembly.

The Call to Assembly must be forwarded to all Co-Owners or their legal representatives to the place they have indicated. This communication can be sent by email or posted on the Condominium Website. First Call must be sent at least fifteen (15) days in advance.

The Assembly Call will also be placed in the lobby of each tower, North and South, as well as all elevators within the Condominium.

ARTICLE THIRTY-TWO – Electronic Voting [ELECTRONIC ASSEMBLY ATTENDANCE AND VOTING] Per the effects of votes in ASSEMBLIES ONLY, electronic voting is accepted from foreign or national Co-owners who are not present at the meeting; provided however that such method’s interpretation and application submits to the principles of technological neutrality, free will, international compatibility and functional equivalence of the message data in regard to information documented in non-electronic media and electronic signatures associated with the handwritten signature. Legal effects, validity or enforceability shall not be denied to any type of information on grounds that its content is in a data message. For the effects of Co-owner’s votes, electronic, optical or other technology media may be used, including video conferencing during the Assembly or Extraordinary Assembly.

ARTICLE THIRTY-THREE – Co-Owners may call an Assembly – Co-Owners may call an Assembly without the Administrator’s intervention, or approval when it is confirmed they represent at least thirty percent (30%) of the Condominium’s undivided interest.

ARTICLE THIRTY-FOUR – **Quorum** – When the Assembly is held on a First Call, a seventy-five percent (75%) quorum of undivided ownership of Co-Owners entitled to vote is required. Should it be carried out on a Second Call, the Assembly will be legal if a fifty-one percent (51%) quorum of undivided ownership of Co-Owners, either attending personally or represented by Proxy. In the event that the necessary quorum for the Assembly is not met on a First Call, the Second Call will be scheduled at least of twenty-four (24) hours later. Should the necessary quorum for the Assembly not be met on the Second call, then a Third Call shall be made at least ten (10) minutes after the Second Call. The quorum on Third Call will be defined by those in attendance. Decisions legally adopted by the Assembly bind all Co-Owners, including absentees and dissidents.

ARTICLE THIRTY-FIVE – **Approval of Resolutions** – Assembly Resolutions will be valid with a simple majority of the total votes of the Assembly, excepting for the resolutions made at an Extraordinary Assembly to dissolve the Condominium or make structural changes to the Regime which would require one hundred (100%) approval. Motions approved by the Assembly must be observed by all Co-Owners including those who did not vote in favor or who did not attend the Assembly as well as Co-owners represented by an Agent. The intended use, structure or original construction of development's Common Areas may not be modified unless approved at an Extraordinary Assembly by unanimous vote.

ARTICLE THIRTY-SIX – **General Co-Owners Assembly** – All Assemblies will be chaired and conducted by one of the members of the VC or a Co-Owner who will be appointed by the Assembly to act as Chairman. The Assembly will also appoint a Secretary who will take the Assembly's respective Minutes and these in turn, will be recorded in the Book of Minutes under the custody of the Administrator. The Assembly will also appoint two (2) Vote Tellers who will verify Co-Owners in attendance (physically or electronically) and their respective voting percentages. Absentees represented by valid Proxies will be taken into consideration to determine if the necessary quorum requirements have been met.

A designated and assigned qualified person will transcribe the Minutes and will include the attendance list signed by Co-Owners attending the Assembly and by those represented by Proxy or Electronic Vote as well as any attachments.

ARTICLE THIRTY-SEVEN – **Minutes of the Assembly** – Within ten (10) days following the Assembly, the designated and assigned qualified person, will provide a non-certified copy of the Minutes signed by the Chairman, Secretary and Vote Tellers to the VC who shall, in turn, post said Minutes to the Condominium Website. All Co-Owners are required to inspect said Minutes on the Condominium Website and any objections regarding the Minutes, or content therein, shall be made to the VC and the Administrator within fifteen (15) calendar days after the Minutes are posted.

**CHAPTER FIVE
VIGILANCE COMMITTEE**

ARTICLE THIRTY-EIGHT – **Appointment of the VC** – Co-Owners who attend the Assembly will appoint a VC, consisting of three people. Two Members of the VC will be elected for a one (1) year term and one Member will be elected for a two (2) year term. The Members of the VC will nominate and elect a Chairman, Treasurer, and Secretary. The VC may meet at any time to deal with any and all matters related to the Condominium.

ARTICLE THIRTY-NINE – **VC Eligibility** – Persons nominated to serve on the VC shall not have been previously convicted of a felony or served prison time.

ARTICLE FORTY – **Powers and obligations** – The VC has the following powers and obligations:

1. The VC will ensure that the Administrator complies with all resolutions adopted by the Assembly as well as other obligations imposed by the Condominium Law and these Regulations.
2. The VC will have signing authority over all Condominium bank accounts, i.e. have the ability to release funds.
3. The VC will report their observations related to the Administrator's job performance before the Assembly, or at other times deemed necessary, to ensure that the Administrator executes all job responsibilities as outlined in the Administrator's contract with the Condominium.
4. The VC will report all instances of non-compliance to the Rules and/or Condo Law of any Co-Owner who violates such and will collaborate with Administrator to work towards resolution and compliance of such with Co-Owner.
5. The VC will review suggested amendments or additions made to Operative Regulations prepared by the Administrator to be presented before the Assembly for consideration.
6. The VC will submit modifications and/or additions to the Regulations to be addressed by an Extraordinary Assembly if the VC feels such modifications and/or additions are necessary.
7. The VC in general, will oversee the proper, accurate, and legal operation of the Condominium fulfilling all obligations imposed by the Law and these Regulations.
8. The VC shall submit before the Assembly their opinion or recommendations concerning appointment or removal of the Administrator.
9. The VC shall execute all resolutions delivered by the Assembly and, as applicable and provided by the terms of these Regulations, in Administrator's absence or removal, may take over the administration of the Condominium, if required.
10. The VC, in coordination with the Administrator, will prepare and submit the Condominium budget for each Assembly.
11. The VC may call an Assembly.
12. The VC may form committees to assist, if needed.

ARTICLE FORTY-ONE – **Removal of VC Members** – VC Members may be freely removed by decision of the Assembly or upon resignation or the inability of Member(s) to perform their duties.

ARTICLE FORTY-TWO – **VC Compensation** – The VC will be a volunteer position and there will be no compensation for this duty.

CHAPTER SIX CONDOMINIUM ADMINISTRATOR

ARTICLE FORTY-THREE – **Condominium Management** – The Condominium complex will be under the management of an individual or a corporation chosen at Co-Owners’ Assembly by majority and will be appointed as the Administrator. No Co-Owner will be permitted to seek or hold the office of Administrator due to apparent and/or perceived conflict of interest except in cases where the VC as a whole assumes the role of Administrator.

ARTICLE FORTY-FOUR – **Administrator Candidate Eligibility** – Administrator must not have been convicted of a felony or served a prison sentence and, as required by law, a criminal record clearance certification must be presented.

ARTICLE FORTY-FIVE – **Securing Performance** – For the Administrator to be able to take office, Administrator’s performance must be secured with a written Surety Bond from a legally authorized company. The amount of the Surety Bond will be equal to or greater than the total receipts of the Condominium during the prior calendar year. Costs associated with acquiring said Surety Bond will be borne by the Administrator. A copy of said Surety Bond shall be provided to the VC.

ARTICLE FORTY-SIX – **Administrator’s Powers and Obligations** – The Administrator will have the following powers and obligations:

1. Administrator will represent Co-Owners and will have certain powers given to a legal representative for the purposes of the management of assets and for the purpose of lawsuits and collections. The Administrator has the powers and obligations herein which are specified and demanded by Law and any additional powers expressly granted by the Assembly.
2. Administrator will in relation to and in accordance with the VC’s instructions, manage Condominium’s affairs while representing Co-Owners fairly, equally and impartially.
3. Administrator will keep and preserve Condominium records and documents, which will be available to Co-Owners at all times during normal business hours of 8 a.m. to 5 p.m. Monday through Friday.

4. Administrator will provide or hire general services as may be warranted and budgeted and will supervise daily operations of such staff. Administrator will be responsible for general services and operations of such including executing construction projects and works according to the General Assembly approved budget.
5. Administrator will carry out all administrative related actions and will be in charge of preserving common general assets. Administrator will watch and supervise common services and promote integration, organization and community development.
6. Administrator will carry out all maintenance, repair and works to improve property that may be required and charge such cost to the respective Fund i.e. normal maintenance to the General Fund; major repairs and replacements to the Reserve Fund in accordance with approved budgets.
7. Administrator will carry out the VC's and Assembly's instructions and resolutions including keeping a detailed and well documented accounting system concerning Fund handling in connection with Administrator's actions.
8. Administrator will collect from Co-Owners fees for the General Fund which are to be used for normal maintenance and administration of the Regime, and for the Reserve Fund which are to be used for major repairs and replacements as well as any other Funds approved by the Assembly.
9. Administrator will make administration payments and charge such to the respective Fund.
10. Administrator will issue receipts to each Co-Owner showing the amounts provided to each and every Fund approved by the Assembly as well as quarterly statements which will show each Co-Owner's balances.
11. Administrator will provide a monthly itemized accounting report indicating receipts (incomes) and withdrawals (expenses) relative to the approved budget for all Funds to the VC by the 15th day of the following month.
12. Administrator will deliver a quarterly statement for each Fund of accumulated Fund balances accounted for on a cash basis to each Co-Owner by the 15th day after the end of the quarter as well as an itemized list from the previous quarter which details:
 - a) All monies received from the Co-Owner;
 - b) All expenses incurred by the Co-Owner, and;
 - c) The starting and ending balances of the Co-Owner's account.
13. Administrator will provide Co-Owners a consolidated annual statement showing contributions, expenses and balances of each Fund and a list of Co-Owner accounts with outstanding fees and dues by the 15th day of the month following the end of the year.
14. Administrator will provide Co-Owners with a quarterly projection of itemized maintenance and repair expenses for each Fund by the 15th day after the end of the quarter.
15. Administrator will maintain a current record of Co-Owners entitled to vote in the Assembly with current addresses, email addresses and phone numbers.

16. Administrator will provide to Co-Owners all quarterly and annual financial reports by posting all such reports to the Condominium Website within the specified time frame. Co-Owners are expected to inspect said reports on the Condominium Website.
17. Administrator will comply with and enforce all sanitation and environmental provisions.
18. Administrator along with the VC and Assembly will decide on a suitable and legally authorized insurance company or (self-insured trust policy) that protects common assets (structures, walls, Common Areas, etc.) including Condominium liability as per development's total value and with the VC's approval beforehand unless an Assembly approves a resolution authorizing self-insurance.
19. Administrator will call the Assembly as provided by the requirements of these Regulations or within ten (10) days following the written request of the VC.
20. The Administrator is not entitled to vote in matters concerning the Condominium.
21. Administrator will represent all Co-Owners and will expect them to comply with all applicable Laws and Regulations.
22. Administrator will manage the Condominium as demanded by the Law and these Regulations.
23. Administrator will report before the Assembly any irregularities incurred from the former Administrator and this should be done within thirty days following knowledge of such irregularities.
24. Administrator will be an authorized signer on the Mexican bank accounts.
25. The Administrator will comply with all municipal, state and federal laws.

ARTICLE FORTY-SEVEN – **Late fees for non-payment** – The Administrator will collect Co-Owners fees, however, fees not paid by Co-Owners on the specified date will result in delinquency interests and/or penalties herein specified and/or determined by Co-Owners Assembly.

The interest applied to those accounts that are thirty days past due will be charged at 18% ordinary interest applied to the balance due. The interest will be calculated as “ordinary interest” and shall accrue beginning with the date the payment became delinquent. For example, ordinary interest applied to a \$5,000.00 USD delinquency of thirty days shall be calculated as follows: amount of delinquency, \$5,000.00, divided by 360 days, multiplied by the eighteen (18%) ordinary interest rate, multiplied by the number of days delinquent, in this case 30 days, equals \$75.00 or $(\$5000/360) \cdot 18 \cdot 30 = \75.00 . Interest charges will not be waived except by Assembly approval.

ARTICLE FORTY-EIGHT – **Term in office** – The Administrator shall serve for a term of one year, unless the Assembly votes to terminate the contract early due to irregularities. Should the Administrator conclude responsibilities before a suitable replacement can be approved by the Assembly, the VC will have all powers, rights and obligations that pertain to the Administrator and as provided by these Regulations and the Law.

ARTICLE FORTY-NINE – **Administrator Compensation** – The Assembly will approve Administrator's compensation and this will be paid from the General Fund.

**CHAPTER SEVEN
ACCOUNTING AND FINANCE**

ARTICLE FIFTY – **Accounting and Financial Reporting** – Condominium will maintain financial records on a cash basis using the calendar year. Financial Reports will be prepared in both U.S. Dollars and/or Mexican Pesos. Exchange rates used will come from the SAT website associated with the day of payment or reporting, as applicable.

ARTICLE FIFTY-ONE – **Banking** – All Funds will maintain U.S. Dollar Accounts for the collection of fees. The General and Reserve Funds will maintain Peso accounts in Mexico for the payment of all goods and services procured in Mexico. Funds will be transferred from the USD accounts to their respective Mexican Peso accounts as funds are required. No payments of Co-Owner fees, other than Co-Owner water bill reimbursements shall be paid in cash and these shall be made in Pesos only. Transfers/deposits made will be for the estimated amount of specific fees only (e.g. General Fund fee, Reserve Fund fee, wire transfer fee, water payment) and for no more than one (1) year in advance.

Notification of bank transfers shall be made to the Administrator and the VC by all Co-Owners and shall specify Co-Owner's name, Unit number, total amount of funds transferred, their purpose and the date transfer was initiated via email and such notification shall accompany each transfer.

ARTICLE FIFTY-TWO – **Finance Committee** – The VC may appoint up to three (3) Co-Owners to advise them on fiscal matters such as, but not limited to, budgeting, financial reporting, business processes, banking, etc.

ARTICLE FIFTY-THREE – **Budgeting** – The Administrator will work with the VC to prepare all Fund Budgets for Assembly approval. Proposed budgets, with incomes and expenses prepared in accordance with these Regulations, will be forwarded to Co-Owners along with the First Call.

Each Reserve Fund major repair/replacement or capital acquisition will have its own Budget requiring that at least two (2) independent bids be obtained. Should the selected bid be in excess of the Project Budget approved at the Assembly, Co-Owners' approval of the bid must be obtained in advance of beginning the Project.

ARTICLE FIFTY-FOUR – **General Fund contributions (income)** – Contributions to the General Fund are fees paid by Co-Owners to cover expenses and Condominium daily operations i.e. expenses for Condominium administration and Common Area regular repair and maintenance such as:

1. Compensation to third parties and/or employees for accounting, management, cleaning, gardening, security, maintenance services;
2. Payroll related taxes should the Condominium have employees;
3. Professional services such as legal, notary, audit, and translation in support of both daily operations and Assemblies;

4. Common Area utilities to include gas, electric, water, trash removal, cable;
5. Materials and supplies for Common Area services;
6. Taxes, licenses & fees associated with Federal Zone concessions;
7. Foreign exchange operations necessary to conduct business

The basis for these contributions is the Budget approved by Co-Owners in the Assembly and in the event these estimates are insufficient, Co-Owners will be assessed additional fees to make up the deficit. Should the deficiency be identified at the time of annual Assembly, an additional assessment will be submitted for approval. However, if a deficiency is unknown at the annual Assembly, Co-Owners will be apprised of the deficiency and related fees prior to the next Assembly where Co-Owner approval will be obtained.

ARTICLE FIFTY-FIVE – **Reserve Fund Contributions (income)** – The Reserve Fund is to be used to pay for major repairs/replacements and the purchase of capital assets. The Reserve Fund Contributions will be collected quarterly and shall continue each quarter until the Fund balance exceeds \$200,000 USD, at which point, they shall be temporarily discontinued. Reserve Fund Contributions will be automatically reinstated during the quarter immediately following any quarter in which the Reserve Fund balance drops below \$100,000 USD. The basis for annual Reserve Fund contributions is the budget approved by Co-Owners at an annual Assembly for major repairs/replacements and the purchase of capital assets. The Reserve Fund may also be used to cover shortfalls in the General Fund as outlined in Article Fifty-Seven.

ARTICLE FIFTY-SIX – **Water Reimbursement Contributions (income)** – As constructed, Common Areas share water meters with private Units. To segregate the cost of water used by Co-Owners from the Common Area usage, water meters have been installed in private Units and will be read on a periodic basis (recommended at least quarterly consistent with the budgeting/reporting process) to determine each Co-Owners share in the cost of water. The individual cost share is based on a Co-Owner's percentage of gallons consumed relative to total gallons consumed times the total cost of water for the same period. The remaining water usage shall be deemed as that used by the Common Area.

ARTICLE FIFTY-SEVEN – **Cash Management** – In the event of any cash shortfalls within the General Fund, the VC will transfer funds from the Reserve Fund to the General Fund and this transfer shall be considered a loan. The amount of the loan will be determined by agreement between the VC and the Administrator. Any such loans will be repaid at the earliest opportunity or no later than the fifth day of the quarter immediately following the quarter during which the loan was originally made.

ARTICLE FIFTY-EIGHT – **Payment of Fees** – Upon approval by the Assembly, Co-Owners will be notified of all required quarterly Fund payments to satisfy the approved budgets. Respective fees must be paid within the first five (5) days of each quarter (beginning the 1st of January, April, July and October) without risk of interest or penalties. A Co-Owner has the option to pay quarterly fees up to one (1) full year in advance.

Water payments will be due within 15 days of the billing date which is considered to be the date the Administrator provides notification of amounts owed to Co-Owners. In the event Co-Owners are not able to pay, or refuse to pay when required, interest in accordance with Article Forty-Seven will be applied. If a Co-Owner is delinquent for over 60 days the Administrator will then bring a recommendation for legal action to take possession of Co-Owners' Units(s) to the next Assembly for approval as per Article 45 of the Law.

CHAPTER EIGHT CONTRIBUTIONS

ARTICLE FIFTY-NINE – **Co-Owners individual contributions** – Each Co-Owner will be responsible for their own property taxes, electricity, water, telephone, internet, pest control, satellite TV and any other individually elected services provided to their Units. Cable TV service is currently included in the General Fund Budget. Should this service become unavailable, Cable TV service will become the responsibility of each Co-Owner individually.

ARTICLE SIXTY – **Taxes, fees and expenses** – Taxes, fees and expenses arising from Condominium Common assets will be at Co-Owners' expense and are calculated within the General Fund Budget.

ARTICLE SIXTY-ONE – **Liability contributions** – Each Co-Owner will be liable for charges, fees, repairs and other amounts required to repair damages to general Common elements and their accessories brought about by that Co-Owner, their family members, guests or tenants.

CHAPTER NINE INSURANCES

ARTICLE SIXTY-TWO – **Condominium insurance** – By Assembly resolution, there is an obligation to take out an insurance policy covering hurricane, cyclone, tidal wave, explosion, fire, earthquake, flood, storm surge, theft and liability risks thus protecting common elements and areas and the buildings where the Units are found. To the extent of the insurance, Co-Owners will be the insurance beneficiaries and the proceeds of any insurance claim will be used to repair or rebuild the elements that could have been damaged.

The insurance will be for a sum equal to the replacement value of said elements. If replacement value coverage of said elements is not available, then the total insurance sum should be for the maximum possible value. Notwithstanding the foregoing, the Co-Owners at an Assembly may resolve that the Condominium shall self-insure and in such case the

Assembly shall initiate a new Fund for this purpose along with the specifics necessary to operate and maintain such Fund.

ARTICLE SIXTY-THREE – **Replacement of elements and Common Areas** –In the event Common Condominium elements and the buildings where the Units are found to suffer damage and coverage is insufficient or none at all to cover the replacement, Co-Owners will be responsible for the additional costs. Any additional amounts required to return the building and/or Common Areas to their previous condition or an improved condition must be approved in an Assembly by the Co-Owners as a special assessment before repairs and/or restoration can begin. Such assessments are to be paid according to the terms approved by the Assembly.

CHAPTER TEN PENALTIES

ARTICLE SIXTY-FOUR – **General Penalties** – If a Co-Owner executes constructions, excavations or works not consistent with the Regime or Condominium project and does not have Extraordinary Assembly approval prior to such action, the Administrator will request removal of said works or modifications and the charges will be at offender’s expense.

If within thirty days following Administrator’s request a Co-Owner does not restore the element or modification which was not duly authorized, back to its original condition, access to Common Areas will be denied until necessary repairs or re-construction are completed. The VC will as well have the right to enforce the penalty and proceedings described in Article Sixty Five

ARTICLE SIXTY-FIVE – **Contractual penalty** – In order to preserve the Condominium’s uniqueness and financial value, should any Article of these Regulations be contravened, for each contravention the Administrator will require of the offending Co-Owner a contractual penalty of \$1,500.00 USD, or the MXN equivalent as of the date levied, and an additional \$1,500.00 USD penalty, or the MXN equivalent as of the date levied, for each thirty day period after the Co-Owner is notified of the contravention thereof where the violation has not been corrected. This penalty is in addition to all penalties applicable as per the Law.

Payment of contractual penalties will be made in the same manner Co-Owner normally pays Condominium dues. If not paid within thirty (30) days, interest as specified in Article Forty-Seven will be added to unsettled balances and shall accrue from the date the penalty was levied. If more than two (2) contractual penalties are applied within a one (1) year period to the same Co-Owner, or if the penalty is not paid within the first three months after notice of penalty, the Administrator will then bring a recommendation for legal action to take possession of Co-Owners’ Units(s) to the next Assembly for approval.

**CHAPTER ELEVEN
DESIGN AND ARCHITECTURE**

ARTICLE SIXTY-SIX – **Condominium Standards** – In order to uphold Condominium’s architectural standards, all construction projects must have General Assembly authorization or, if these projects change the Regime, must have authorization at an Extraordinary Assembly requiring a unanimous vote for approval. Construction works may not be undertaken without written authorization from the Assembly in addition to proof of appropriate permits and licenses from the respective governmental authorities.

As specified in EXHIBIT B hereto, or in the current architectural plans, for the purposes of this Article no architectural modification is allowed to the EL CANTIL Condominium complex, including window or door shapes, railings, changes to outside walls, changes to structure, changes to texture of exterior walls, changes to color of Terraces, enclosure of Terraces, window enclosure, netting or screens around Terraces, sunshades or any other change to any other element without written approval from the Assembly.

ARTICLE SIXTY-SEVEN – **Modifications** – Renovations or renewals to structures, walls, and roofs or to any other building essential elements which could alter or impair the exterior of the building and/or compromise stability, safety or comfort are forbidden.

**CHAPTER TWELVE
STANDARDS**

ARTICLE SIXTY-EIGHT – **Lighting** – No common area changes, additions or modifications to lighting are allowed without written authorization from the VC or upon agreement of the General Assembly.

ARTICLE SIXTY-NINE – **Damages** – Each Co-Owner will be held responsible for damages brought about by that Co-Owner, by those occupying the property under any title or by those visiting. Repairs will be at Co-Owner’s expense. If the Co-Owner refuses to or is not able to carry out corrective works, the VC may then instruct the Administrator to finish the works and later charge the resulting costs to the offending Co-Owner.

ARTICLE SEVENTY – **Advertising** – No advertising, pictures, publicity, notes or signs may be posted in windows, walls, or in any Common Areas, Condominium buildings or any building attached to the Condominium without written authorization from the VC and/or Administrator.

ARTICLE SEVENTY-ONE – **Trees and plants** – To the extent no damage is done to Condominium interests, Co-Owners may have trees, shrubs and plants within their Condominium Common Areas and on their Terraces. This right includes their obligation to keep the trees, shrubs and plants in good condition.

ARTICLE SEVENTY-TWO – **Cables and antennas** – Unless the VC approves such, no antennas may be installed or altered, as well as there shall be no electric, radio or other types of cables on common property. Satellite dishes are

only allowed on the roofs of the Condominium buildings and must be approved by the Administrator prior to installation and all expenses for said satellite dishes shall be the responsibility of the Co-Owner.

ARTICLE SEVENTY-THREE – **Fireworks** – Setting off fireworks is not allowed anywhere.

ARTICLE SEVENTY-FOUR – **Trailers, vessels, recreational equipment, etc.** – Co-Owners are allowed to keep trailers, vessels and recreational equipment in their respective basement building lockers or, if space permits, in their respective basement parking space. Administrator will notify Co-Owner if items/objects appear to be abandoned, in bad repair or are considered an eyesore and Administrator may require Co-Owner to remove such items. The Co-Owner will remedy this situation within three (3) days or the Administrator will remove the items/object and the respective expenses will be billed to the respective Co-Owner.

Trailers, vessels and recreational equipment, etc. may be cleaned in the basement areas only if cleaned with a non-toxic cleaner.

ARTICLE SEVENTY-FIVE – **Air conditioners Units and Condensing Units** – Air conditioning and condensing Units may not be placed in windows but may be placed in specified locations i.e. the roof top of Condominium buildings or the side of Condominium buildings in specified areas. No Units will protrude from exterior walls, windows, doors, or Terraces.

ARTICLE SEVENTY-SIX – **Quiet hours** – Quiet hours shall be observed from 11 p.m. to 8 a.m. daily.

ARTICLE SEVENTY-SEVEN – **Common Areas** – Every Co-Owner and their guests will use the Common Areas according to their nature and intended use without obstructing, upsetting or disturbing the rights of others.

ARTICLE SEVENTY-EIGHT – **Delivery of repairing materials** – In order to minimize disturbance of Co-Owners, it is hereby expressly agreed that delivery of materials required for Condominium repairs as well as removal of waste, workers' traffic and all actions needed to accomplish such operations, will be scheduled as provided by these Regulations in order to minimize inconvenience to the Co-Owners.

ARTICLE SEVENTY-NINE – **Construction works schedules** – The Administrator will program the schedule and means of transportation of furniture or other bulky items, including construction materials, gravel or waste materials, at a time that will minimize inconvenience to the Co-Owners.

ARTICLE EIGHTY – **Machines and noise** – Co-Owners will abstain from placing, operating and installing speakers, bells, musical equipment, machinery, equipment or other instruments which may disturb or cause problems to other Co-Owners.

ARTICLE EIGHTY-ONE – **Pets** – Co-Owners may keep up to three (3) pets in total. Co-Owners have the obligation to do whatever may be necessary to keep pets from making noises or disturbing other Co-Owners and must remove all animal wastes. Pets must be registered with the Administrator due to safety considerations when the Unit

must be accessed in emergency situations. Pets must have the proper and current vaccinations as required by local law. Exceptions may be made with written approval of the VC and Administrator.

ARTICLE EIGHTY-TWO – **Pest control** – Co-Owners must hire and pay for pest control services inside their Units to prevent the existence or conditions of unwanted insects, rodents, and other pests which may contribute to disease and unhealthy conditions. Pest control services must be utilized at a minimum of once per quarter and Co-Owner's will provide documentation of compliance upon request of Administrator. Extermination products must be safe when in contact with people, pets or plants.

The Administrator will be responsible for controlling unwanted insects, pests, rodents, etc. in Condominium common elements and areas and building exteriors.

ARTICLE EIGHTY-THREE – **Garbage** – Garbage must be placed in sturdy plastic bags and properly closed. Each Co-owner has the responsibility to properly dispose of all garbage and it must be transported to the enclosed garbage area located on the north side of El Cantil Norte. Glass and cutting items must be separated and placed in closed carton boxes. Newspapers and old magazines must be tied up separately with a cord. The Condominium Co-Owners are not allowed to leave garbage in the private property or Common Areas. All bottles and plastic recyclables should be placed in separate bags and be put in its designated places. Garbage must be placed inside the containers found in the specific areas on the north side of El Cantil Norte. Garbage collection coordination and payment for said services and/or taxes are the responsibility of the Regime.

ARTICLE EIGHTY-FOUR – **Weapons** – Weapons are defined under the Penal Code of Mexico. No Co-Owner is allowed to keep weapons within the Condominium unless authorized by a respective Mexican government agency and as long as provisions set forth by the Mexican Laws are complied with.

ARTICLE EIGHTY-FIVE – **Hazardous materials** – No Co-Owner is allowed to handle or keep flammable materials, explosives, fireworks or other materials which could be hazardous or cause offense to the Condominium.

ARTICLE EIGHTY-SIX – **Propane Gas** – Propane gas is not allowed for use in Unit's kitchen i.e. stove tops or other appliances. Propane gas may be used for purposes of heating the common area pools and such propane tank is located in the El Cantil Sur basement. If for purposes of a party or social gathering, a grill or barbecue cooker using propane gas is used, it can be used in the common area as long as it is not an inconvenience to others using the pools and Common Areas. The propane cylinder for such barbeque cooker must be stored in a safe place approved by the Administrator.

ARTICLE EIGHTY-SEVEN – **Gatherings of visitors and guests** – In order to make gatherings of visitors and guests (not including gatherings of Co-Owners) and parties possible, Co-Owners are advised that advance notice of such gatherings should be delivered to the Administrator and, in turn, the Administrator will take the appropriate measures for the access, parking and safety of visitors. In such cases, quiet hours will be strictly observed.

ARTICLE EIGHTY-EIGHT – **Visible objects** – Clothing or towels may not be hung on Unit’s Terraces or Common Areas. An exception is made for apparel commonly used while engaged in scuba diving. Such scuba apparel may be hung on the Terrace to dry but must be removed promptly once dry. No such items may be hung on Common Area walls, arches or columns, or hung upon or draped over Terrace railings.

ARTICLE EIGHTY-NINE – **Traffic** – Access areas including those at the front of the Condominiums and on driveways and sidewalks of the Condominiums may not be blocked in any way. Maximum vehicle speed allowed inside Condominium premises is ten kilometers per hour. Unnecessary use of car horns, whistles or sirens is not allowed. Vehicles should not generate excessive noise or release harmful gases.

ARTICLE NINETY – **Storage** – Items stored in Common storage areas in the basement of the Condominium buildings are for Co-Owners’ exclusive use. No hazardous materials are allowed to be stored in these areas with the exception of those small propane tanks commonly used with non-commercial barbecue grills. It is strictly forbidden to use storage areas as sleeping quarters.

ARTICLE NINETY-ONE – **Pool Rules** – Pool rules are attached hereto as EXHIBIT D. From time to time rules may be changed and/or adjusted per the VC.

ARTICLE NINETY-TWO – **Rentals** – All rental guests are bound by these Regulations.

ARTICLE NINETY-THREE – **Common and private areas repairs** – At its own expense, each Co-Owner will provide repairs and maintenance needed inside their Units. Outside repairs to doors, windows, walls, etc., belonging to the Common Area will be the Condominium’s responsibility.

Co-Owners have the obligation to allow repairs in Condominium Common Areas as well as on building exteriors. To this end, Co-Owners will allow access to architects, engineers and contractors. The Administrator will notify Co-Owners at least five (5) days in advance in the event works are required, except in emergencies, where Administrator will be allowed immediate access.

Each Co-Owner is responsible for repairs and/or replacement of all items within Co-Owner’s Unit and of any authorized exterior antennas, satellite dishes and condensing equipment privately owned by a Co-Owner.

ARTICLE NINETY-FOUR – **Access to Co-Owners Units** – In order to allow access in case of emergency, each Co-Owner must allow reasonable access to the Administrator by either supplying a key or access code to the Administrator or by providing notice to the Administrator with contact information of the manager of their Unit who has access to the Unit. A Co-Owner that fails to provide such access to the Administrator or fails to provide the contact information of the Unit’s manager to the Administrator will provide a signed statement releasing the Administrator, security personnel, and maintenance personnel from consequential damages due to impeded and/or delayed access to the Unit.

ARTICLE NINETY-FIVE – **Complaints** – In the event Co-Owners need to enforce any of their rights against another Co-Owner or person who is disturbing the peace of the Condominium, they must address the Administrator, who, in turn, will attempt to resolve the disagreement; and if the Administrator is not able to accomplish a solution, then he will attempt to resolve the disagreement through the VC, and, if resolution is not achieved by the VC, it will be achieved as provided by the Law and by these Regulations.

ARTICLE NINETY-SIX – **Vendors** – Access is forbidden to vendors for purposes of solicitation. Food deliveries, flower deliveries, furniture or other deliveries of that nature are acceptable.

ARTICLE NINETY-SEVEN – **Governing Law and qualified Courts** – For all matters concerning construal, interpretation and compliance of these Regulations, Co-Owners and the Administrator expressly submit and refer to the Laws of the State of Quintana Roo and federal government of Mexico.

ARTICLE NINETY-EIGHT – **Official documents** – All official documents will be written in Spanish. Both Spanish and English translations of all official documents will be available on the Condominium's Website.

CHAPTER 13 PERSONNEL

ARTICLE NINETY-NINE – Condominium personnel will provide service to Condominium Common Areas and each will have their assignment.

ARTICLE ONE HUNDRED – Condominium personnel operate without tips however if Co-Owners and guests wish to tip personnel it is not prohibited. During November of each year, Co-Owners will be requested to contribute to a Christmas /Holiday Fund. Contributions are voluntary but encouraged.

End of Regulations