

**CHAPTER ONE: OF THE CONDOMINIUM BYLAWS AND THE ADMINISTRATION OF THE HORIZONTAL RESIDENTIAL, TOURISTIC, COMMERCIAL CONDOMINIUM WITH INDIVIDUAL PRIMARY FILIAL LOTS ALEGRIA: SECTION ONE: OF THE CONDOMINIUM'S CONFORMATION.**

The Condominium is comprised by private and common areas. The private areas are composed of one hundred and twenty-two Individual Primary Filial Lots that comprise the Condominium and whose description corresponds to that which is included in this deed which creates the Condominium ("Condominium Creation Deed") and the corresponding blueprints. The common areas are those designated as: children's playground, recreational areas, green areas, streets, pluvial easement, sanitary easement, potable water easement, creek plant protection area, water well plant protection area, water source plant protection area, retention lake, drinking water tanks, security guard booth area, garbage deposit area, maintenance workshop, yoga building, club house. In addition to the aforementioned, all necessary areas for the existence, operation, safety, health, conservation, access, appearance and embellishment of the Condominium are also common areas. These include internal access roads and all the facilities indicated on the blueprints and those must be considered common areas by the rule of the Regulating Law for Condominium Property and additional applicable law.

**SECTION TWO: OF THE CONDOMINIUM OWNERS.**

It is a Condominium Owner the proprietor or proprietors, individually or collectively, of an Individual Primary Filial Lot within the Condominium, no matter if it is a person or legal entity. Each Condominium Owner exclusively owns his/her Individual Primary Filial Lot and is co-owner of the common areas. Each Condominium Owner will demonstrate his/her condition with the respective transfer public deed or a certification issued by the Public Registry. When the Condominium Owner is a legal entity, it will be additionally required to provide an incumbency certificate (issued by the Public Registry or a Public Notary) to substantiate the respective legal representatives. In addition, a copy of the Condominium Owner's identification document or of its legal representative must be submitted. The Condominium Owner may use, levy and dispose of his/her Individual Primary Filial Lot, within the limitations and prohibitions that the Regulating Law for Condominium Property, its regulations, the Condominium Creation Deed and the Bylaws impose. In case of the constitution of an usufructuary right, use, habitation or possession, the

titleholder of that right will not have participation in the Condominium Owners' General Meeting and the landowner will remain, in all related to the Condominium, in exercise of all rights and obligations of the Condominium. In case of a sale, assignment, or any other type of transfer from an Individual Primary Filial Lot or part of it, within the following fifteen days with the purpose of registering the appropriate transfer in Condominium's Condominium Owners' Register, the Condominium will give the buyer a certificate issued by the Administrator, showing that all obligations towards the Condominium are properly paid at the time of the respective transfer. Every new Condominium Owner knows and accepts that the Individual Primary Filial Lot will always be responsible for the payment of obligations towards the Condominium, and any amount owed by those expenses will be generated, independently if they were made before or after the purchase was made by this new Condominium Owner. The new Condominium Owner must declare in the transfer deed that he/she accepts the regulations contemplated in these Bylaws, without exceptions and in any case, the new Condominium Owner may not allege ignorance of these Bylaws. It is the new Condominium Owner's responsibility to provide proof of his/her property to the Administrator. The Administrator must recognize as owner of the Individual Primary Filial Lot, the Condominium Owner registered in the Condominium Owner's Registry Book of the Condominium.

### **SECTION THREE: OF THE CO-PROPERTY COEFFICIENTS OF THE INDIVIDUAL PRIMARY FILIAL LOTS.**

The co-property coefficient established for each Individual Primary Filial Lot determine the rights of each Condominium Owner's over the common areas.

### **SECTION FOUR: COMMON AREAS.**

They are considered common assets and consequently of an inalienable and undividable domain of all Condominium Owners, which include but are not limited to the following: streets, pluvial easement, sanitary easement, potable water easement, recreational area, green area, playground area, well plant protection area, creek plant protection area, water source plant protection area, potable water tank, maintenance workshop, yoga, club house, retention lake, security guard booth area, garbage deposit area, water system, electricity distribution network, illumination, and telecommunications, irrigation system, sanitary and domestic sewage systems, pluvial water draining systems. As well as the aforementioned common areas, other common areas include those necessary for the existence, operation, safety, health, conservation, access, cleanliness

and embellishment of the Condominium. These include internal roads and other facilities related to potable water, pluvial water, sewerage, electricity and telecommunications, fences and any other structure indicated in the blueprints and considered part of the common areas according to the Regulating Law for Condominium Property and additional applicable law. Permanent construction will not be permitted in the protected areas. The installation of small commercial projects within the areas of the Condominium, to cover the needs of the Condominium and the Condominium Owners is expressly permitted according to this Condominium Bylaws. The use of the Common Areas for commercial purposes, the acquisition of new common assets, the change of destination of the existing Common Areas, or the determination in any form on the manner they can be used, as well as the lease of the Common Areas, can only be approved by an agreement taken by the Condominium Owner's General Meeting, by a number of votes representing at least two thirds of the total value of the Condominium; for such purposes, the Board of Directors will present, to the Condominium Owner's General Meeting that will vote on any of such matters, a proposal clearly indicating the term, intended use, explanation on how the proposed user was chosen, and any matters material for the decision; the Condominium Owner's General Meeting will review all of such details, and approve, reject, or ask for changes or modifications, as necessary, all the above following the same percentage voting structure. When presenting a proposal for the above indicated approval, the Board of Directors shall establish a tender and selection process including a weighted scoring process, whose results will also be shared with the Condominium Owner's General Meeting so it can consider it.

#### **SECTION FIVE: OF THE COMMON AREA MAINTENANCE.**

The administration, conservation and maintenance of the common areas will be the responsibility of the Administrator who, by fulfilling his/her obligations, must be accountable of his/her administration to the Condominium Owner's General Meeting. The Condominium Owner's General Meeting, the Board of Directors and the Administrator will be the entities in charge of dictating the applicable norms and guidelines for the maintenance requirements of said common areas. The alteration of common areas will not be permitted, unless in cases when it is expressly indicated by the Law, the law's regulations and these Bylaws. It is also not permitted to perform any handiwork that may alter the safety, material quality, Condominium's aesthetics or anything that may, by those or any other reasons, prevent the transit or the proper use of the services or facilities located in the common areas. Each Owner has rights over all common areas of the

Condominium or that which is needed for its existence, safety and conservation. The Owners are required to ensure that the various common areas are properly used. The Condominium Owners must report to the Administrator any event or action that may put at risk the conservation or safety of said areas. Each Condominium Owner will be accountable to the Condominium for damages caused to the common areas by his/her fault or negligence, or by the fault or negligence of his/her tenants, employees, animals, visitors or any third party that entered the Condominium under his/her consent or permission, or by any occupants of any type. In case the Condominium Owner refuses to pay for the expenses related to the repair, it may be possible to start against him/her a legal collection process in accordance with article twenty-three of the Regulating Law for Condominium Property, without detriment to applying any other measure or sanction expressly indicated in these Bylaws and the Regulating Law for Condominium Property. Every Condominium Owner is bound to contribute with the payment of the necessary common expenses for the proper operation of the Condominium.

#### **SECTION SIX: PAYMENTS AND FEES.**

The Maintenance Fee shall be approved by the Condominium Owners' Meeting, based on an annual budget, previously prepared by the Administrator and reviewed and approved by the Board of Directors, and it will be collected by the Administrator. It shall be calculated by dividing the total amount of the budget among the Individual Primary Filial Lots, in the resulting proportion of dividing the total measurement of the land of each Individual Primary Filial Lot by the total area of all Individual Primary Filial Lots. It is understood that the Condominium's Developer, meaning the company Alegria Ecologica San Mateo S.R.L., with corporate ID number three – one hundred and two – seven five two two zero nine, will pay the Maintenance Fee for all Individual Primary Filial lots that remain its property. The Maintenance Fee must be paid in advance, on a quarterly basis, during the first ten days of every quarter. With the approval of the Board of Directors, a different basis or periodicity for the payment of the Maintenance Fee may be established at any time. In case of delays in payment, including but not limited to the Maintenance Fee, it will be required by the Owner to pay the monthly interest of three per cent over the owed amounts, starting on the date in which it should have been paid. In case the Maintenance Fee is not paid, the Administrator must inform in writing of its payment, as well as advise of the penalty, forewarning that if the Condominium Owner does not pay within five business days, he/she will proceed according to this Chapter's article sixteen of these Bylaws and that the Administrator may seek judicial means, in accordance with articles twenty and twenty-three following and concordant with the Regulating Law for Condominium Property, as well as any means provided by the applicable

law. In case a Condominium Owner neglects the payment of the Maintenance Fee more than once, the Administrator may apply to this Condominium Owner the penalty regime established by the Condominium Owners' Meeting. The Administrator may authorize payment arrangements, only for those cases he/she considers appropriate and, for those cases when the Proprietor formally requests it by substantiating the reasons for this non-compliance and the desired payment arrangement. All Proprietors, independently of which manner they acquired the property of their Individual Primary Filial Lots, will be responsible for the timely payment of the maintenance fees. In the case of transfers of Individual Primary Filial Lots, the new owner will be jointly liable with the previous owner for the maintenance fees unpaid by the former owner. The Administrator shall advise, with the Board of Director's approval, and the Condominium Owners' Meeting must approve the total amount required to cover the necessary common expenses for the following calendar year, as well as a reasonable amount for the Reserve Fund to be used in case of need in the future. The Administrator must inform each owner of the budget approved by the Condominium Owners' Meeting to cover the common expenses of the following calendar year. In case that, at any point, the Administrator determines that the budget approved by the Condominium Owners' Meeting is insufficient to cover the common expenses, the Administrator must update the balance of the authorized budget with the required amount, to cover the common expenses with a reasonable amount to maintain a Reserve Fund, and it must be approved by the Condominium Owners' Meeting. In such case, within fifteen days after revising the aforementioned, the Administrator must notify the Owners, in writing, explaining the reasons for the new budget that the Owners will have to pay, in the same proportion used to pay the ordinary and extraordinary fees. Any unused amount of the collected Fees remaining in the accounts, not including the Reserve Fund, may be credited back to each Condominium Owner in the same proportion used for the payment of the Ordinary and Extraordinary Fees. The payment of Common Expenses may not be waived due to lack of use of the common areas, services or for having vacated the Individual Primary Filial Lot. The unpaid fees will accumulate a monthly minimum interest of three per cent. Such late interest will be accounted for starting on the first day of the delay and until the full amount has been paid. The Condominium Owners' Meeting may increase the late interest, according to what is established in Article Six of Chapter Two of these Bylaws. The responsibility of each Condominium Owner regarding the Common Expenses will be limited to the amounts assigned as Common Expenses, according to these Bylaws and the Law. The payment of taxes, municipal charges and other fees the Individual Primary Filial Lots are required to pay, must be paid by each Condominium Owner independently.

### **SECTION SEVEN: OF THE USE OF THE COMMON AREAS.**

Each Condominium Owner, as well as his/her tenants, family members, guests or visitors must use the common areas properly. The right to use the common areas is subject to the Law and the dispositions of these Bylaws. The use and/or rent of common areas, as long as it is previously approved by the Administrator, can be granted for specific events, such as educational activities, or for specific opportunities, for the convenience of the Owners, tenants, residents or family members of the Condominium's residents. Any use of the common areas must follow the rules exhibited in such common areas.

### **SECTION EIGHT: OF COMMON EXPENSES.**

Common Expenses include but are not limited to the following: a) taxes and national or municipal fees that affect the property of the Condominium, as well as other mandatory charges, b) the expense of fire, lightning, natural disasters, occupational hazards and civil liability insurance for the common areas, c) expenses related to the administration, maintenance and clean-up of the Condominium's common areas, including but not limited to expenses for the supplies of the waste handling services, d) expenses related to maintenance of the special services of the Condominium's common areas, such as, but not limited to, street lighting, irrigation system, water, telephone, telecommunications, or Internet services and the use of electricity for the common services, gardening, landscaping, infrastructure maintenance and other expenses needed for and/or for the upkeep of the common areas, e) expenses for renovation, repairs and/or improvements to the Condominium or its common areas, approved by the Condominium Owners' Meeting, as well as any other job required by the public authorities or the Condominium Owners' Meeting, and f) the Administrator's expenses for the execution of his/her job. The funds to cover the Common Expenses will be charged to and paid for by the Condominium Owners as follows: The Condominium Owners will contribute with the Common Expenses based on the calculations defined in Section Six. The Condominium Owners' Meeting will have the power to review and approve any amount necessary for the common expenses. The Administrator will be responsible for collecting and administering the fees and contributions of the Reserve Fund, mentioned below.

#### **SECTION NINE: OF THE RESERVE FUND.**

Every Condominium Owner must pay, in advance, a quarterly contribution for the Reserve Fund, created to cover future needs or unexpected expenses of the Condominium. The contribution to the Reserve Fund will be part of the annual budget of the Condominium. The amount for the contribution for the Reserve Fund and its administration procedures will be proposed by the Administrator and approved by the Condominium Owners' Meeting. Likewise, the Condominium Owners' Meeting will need to determine if the Fund will need to have a maximum amount and, that being the case, define said amount. The Condominium Owners must contribute to the Reserve Fund using the same proportion required for the payment of the Ordinary and Extraordinary Fees. In case of non-compliance by a Condominium Owner of the payment for the contribution to the aforementioned Reserve Fund, the dispositions of these Bylaws may be applied without harming the application of a monthly interest, indicated for the late payment of the Condominium fees.

#### **SECTION TEN: OF INSURANCE.**

The common buildings must be insured against fire, lightning, earthquakes, any other natural disaster and civil liability for the amount defined by the Condominium Owners' Meeting. The Condominium employees must be insured for occupational hazards and all other required by Law; the Administrator will be responsible for the acquisition of such insurances. The Administrator must also engage any other insurance policy that the Board of Directors with the approval of the Condominium Owners' Meeting, or the Condominium Owners' Meeting deems necessary to adequately cover and protect the Condominium's assets and its employees.

#### **SECTION ELEVEN: OF RECONSTRUCTION OR DAMAGE REPAIR.**

In case of damage to any element of the Condominium's Property or its loss, resulting from human actions or natural events, the Condominium Owners' Meeting must come to a decision according to the following parameters: The damage to the Common Areas must be repaired or reconstructed, unless a decision is made by the unanimous vote of the totality of the Condominium Owners, as prescribed in these Bylaws, to resign the regime of condominium property immediately after the determination to rebuild or repair the damages to the common areas. The Construction Commission must obtain a trustworthy and detailed quote for the cost of the reconstruction or repair; in such case, where reasonably possible, at least two quotes should be obtained. In case the insurance does not cover the total amount of the reconstruction or repair of the facilities damaged, affected or destroyed, or in case that the funds are insufficient during the reconstruction or repair period, all the Condominium Owners will be charged an Extraordinary Fee, in a way that is enough to cover the reconstruction or repair expenses. For any other aspect, not included in this Section Eleven, please refer to Section Eight of this Chapter One.

**SECTION TWELVE: OF THE LEASE OF PERSONAL PROPERTY.**

The Condominium Owner has the right to lease his/her Individual Primary Filial Lot to third parties, even to companies dedicated to the administration, operation and leasing to third parties, as long as it is complied with the dispositions of the Law, its regulations and these Bylaws. Such lease contracts must be in writing and contain a clause, through which the tenant expressly states to know and accept the Bylaws of the HORIZONTAL RESIDENTIAL, TOURISITC, COMMERCIAL CONDOMINIUM of **“THE HORIZONTAL RESIDENTIAL, TOURISTIC, COMMERCIAL CONDOMINIUM WITH INDIVIDUAL PRIMARY FILIAL LOTS ALEGRIA”.**

**SECTION THIRTEEN: OF THE CONDOMINIUM OWNER’S OBLIGATIONS.**

The use of de Individual Primary Filial Lots and of the Condominium’s common areas is subject to the following restrictions:

**One) Uses of de Individual Primary Filial Lots.**

The Individual Primary Filial Lots may only be used for residential purposes, including home offices, commercial use (per the restrictions that follow) and tourism accommodations. A maximum coverage area will be permitted, according to what is indicated for such purpose, in the overview plan of the condominium and with the Manual for Construction, Finishes and Others, in case this is a current version. The only commercial use allowed for the Individual Primary Filial Lots will be the following: Professional Services, Holistic Services, Health and Wellness Services, Touristic Services; for any of such authorized commercial use, the maximum capacity for occupancy would be ten people. For commercial use to be approved for any Individual Primary Filial Lots, its owner will need to request the prior written approval from the Board of Directors, including, in the petition, clear description of the activity to be authorized and the elements that make such activity fall into the authorized commercial categories, per the list above. In the case of the individual primary filial lots number 43, 67 and 117, other commercial uses can be approved as long as such approval is made by unanimous vote of the Board of Directors.

**Two) Obstructions.**

There may not be any kind of obstruction or storage of objects in the common areas, without the previous, written authorization from the Administrator.

**Three) Timely Construction.**

The Condominium Owners understand that the Individual Primary Filial Lots require to initiate construction within the timeline laid out in the Architectural Guidelines created by the Construction Committee.

#### **Four) Maintenance of the Individual Primary Filial Lots.**

Each Condominium Owner must maintain, repair or replace, on his/her own account, any element of his/her Individual Primary Filial Lot that requires such maintenance, repair or replacement and that is visible from the common areas, including those that have plants visible from the common areas, which must be kept in good condition and without weeds. Nonetheless, no Condominium Owner may alter the materials, décor, modify, replace or change the color of paint or place protection, bars or any other object surrounding any part of the Individual Primary Filial Lot that may be seen from the common areas, without a previously written authorization by the Construction Commission. Change the outside façade, decorate the walls, doors or windows facing the exterior in shapes or colors different from the rest of the condominium. All the aforementioned in accordance with the Manual of Construction, Finishes and Others, in case there is one. Each one of the Condominium Owners is bound to make the urgent repairs that his/her Individual Primary Filial Lot may require. The non-compliance or delay in the execution of such repairs, that cause damage or alteration to the properties of other Condominium Owners or the common areas, will not be tolerated and will generate liability to said Condominium Owner for the damages caused. In addition, if the Condominium Owner refuses to make such repairs, the Administrator and/or the Condominium Owners' Meeting shall make the repairs at the Owner's expense.

#### **Five) Disturbances.**

Disruptive or offensive activities will not be allowed within the Individual Primary Filial Lots nor in the common areas. No Condominium Owner may allow activities inside or outside the Individual Primary Filial Lots that, in any way, increase the current insurance policies or that interfere or disrupt the rights of the other Condominium Owners, or that cause disturbances due to noise pollution or any other type of contamination, or that involve illegal activities inside or outside of the Individual Primary Filial Lots. The Administrator, under the supervision and approval of the Board of Directors, will determine which activities or conducts are considered disturbing or offensive within the Condominium, as well as the schedule in which noise may be made or not. These requirements will be updated when appropriate and they will be published for all Owners.

#### **Six) Rules and regulations.**

Nobody may use the common areas for uses different to those expressly stated in these Bylaws, which will be exhibited, or as defined by the Board of Directors.

#### **Seven) Public Services' Repairs.**

Each Condominium Owner must pay for the repairs made to the public services within his/her Individual Primary Filial Lots that are not covered by the corresponding public service company. The Condominium Owners' Meeting will be responsible for the repairs made to the public services of the common areas, which are not covered by the corresponding public service company.

**Eight) Hazardous Materials.**

The storage of materials, products or chemical, natural, flammable, explosive, unsanitary or dangerous substances that may pose a threat to the Condominium Owners and/or tenants, their guests or employees, or the Individual Primary Filial Lots' structures or other Condominium's structures is strictly forbidden.

**Nine) Third Parties.**

Each one of the Condominium Owners must inform his/her guests, visitors, employees or any other third party who may visit the condominium about the obligation to respect the stipulations of these Bylaws and the Laws applicable to the Condominium.

**Ten) Building of Structures.**

It will not be possible to build walls, fences, short walls or any other structure within the Condominium's Property unless it has the approval of the Construction Commission and the Sustainability Commission, when applicable, and when such approval is in accordance with the dispositions established, for that purpose, in the Manual for Construction, Finishes and Others, if case there is one. The Construction Commission must verify that the structures, façades, installations and other construction areas are not different from the approved blueprints and drawings. With the approval emitted by the Construction Commission, any modification to the original design shall be made or it may be permitted to build any structure, within the Individual Primary Filial Lot, at the Condominium Owner's request. Article fifteen of the Regulating Law for Condominium Property will be applicable to any aspect not contemplated in this section. In case of non-compliance by any third party, the Administrator and/or the Board of Directors may take the necessary measures to apply the stipulations that rule this Condominium.

**Eleven) Traffic Rules.**

On those areas of the Condominium where motorized vehicles, motorcycles and/or four-wheelers circulate, the maximum permitted speed is twenty kilometers per hour. The Board of Directors is authorized to issue complementary regulations in relation to road traffic within the

Condominium. Likewise, within the Individual Primary Filial Lots and/or common areas of the Condominium, the Condominium Owners, their tenants and visitors will be subject to the jurisdiction of the laws, courts and competent transit authorities of the Republic of Costa Rica and to that set forth in these Bylaws.

**Twelve) Condominium Owners' Obligations to the conservation of the natural environment.**

All Condominium Owners, their tenants, occupants or right holders, of any kind, must contribute to the promotion and maintenance of the condition of natural environment, natural and artificial atmospheres, and allow to provide the vital needs and health to the surrounding population. All Condominium Owners, occupants or titleholders of any right are bound to respect the environmental commitments that will rule the Condominium, which are required for the use of biodegradable materials and the most environmentally friendly products possible. The regulations for the environmental management will be issued by the Condominium Owners' Meeting and will be mandatory for all Condominium Owners.

**SECTION FOURTEEN: OF PETS.**

The Condominium welcomes animals, which are considered as part of the families of the Individual Primary Filial Lots. Following are the dispositions for pets:

**One)** Condominium Owners or residents may only have in their houses domestic pets such as: dogs, cats, birds, caged reptiles/amphibians, fish or other aquatic animals, non-invasive species, both inside the house or in personally designed and operated ponds. Small farm animals can be kept on the individual primary filial lots after the approval of the Administrator; the Administrator shall resolve on such approval no longer than 30 days of submitting the request; if such response is not received within such timeline, it will be considered that the approval was denied. The small farm animals allowed are: goats, sheep, ducks, pigs and small hens (roosters are not allowed), with the understanding that they must be well taken care of, healthy, clean and that they may not be raised for commercial purposes; they may also not cause disturbances or affect the safety and peace of the other Condominium Owners or Condominium's visitors. The quantity of animals shall be limited to ensure that the animals have sufficient space for a healthy lifestyle. The animals that are absolutely forbidden in the Individual Primary Filial Lots, without the totality of the Condominium Owners' approval are: wild animals of any kind, horses, donkeys, mules, cows, buffaloes or large pigs.

**Two)** Under no circumstance and nowhere within the Condominium are allowed animals, whose behavior may be considered wild, harmful or a threat to people. It will be up to and at the discretion of the Board of Directors to determine which animals fall under this category, and which do not.

**Three)** Condominium Owners must keep their pets within their Individual Primary Filial Lots. They may not wander in other Individual Primary Filial Lots or the common areas, unless they go out with their respective owner or caretaker, and they should wear a leash and/or in a matter that allows its human companion to keep it under control, without risk or danger to the other residents and the property.

**Four)** Each Condominium Owner or authorized resident will be responsible and required to clean up or pick up any fecal waste that their pets or their guests', visitors' or others' pets may leave in any area of the Condominium. It is expected that the common areas are kept without fecal waste, that the waste be disposed of in the proper manner and that it does not cause bad odors that may disturb other areas or the Condominium's residents.

**Five)** In addition, in regard to animals, the rules exhibited in the common areas must be followed.

**Six)** The non-compliance to any of these dispositions authorizes the Condominiums Administration to demand, to the Condominium Owner or resident, to immediately amend the animal's behavior, repair the damages or clean up. If the animal or animals keep disturbing the people of the Condominium, the Condominium Owner, through the Administration, will need to immediately remove the pet from the Condominium.

#### **SECTION FIFTEEN: OF WASTE COLLECTION.**

Waste collection will be managed in the most environmentally friendly way possible to include recycling, composting and waste handling. a) Recycling centers, compost stations and garbage dumps may be set up around the Condominium under the discretion of the Condominium Owners' Meeting. b) Trash should always be deposited in a proper sanitary container or receptacle in the area designated to that effect. c) Condominium Owners must take out the trash from their Individual Primary Filial Lots, according to the Condominium Administration's instructions. The trash collection schedule will be informed by the Administration, in due course, and displayed. d) All trash and waste must be periodically removed by the company and/or person, determined for that by the Administrator, and its accumulation will not be authorized. e) The trash of the

Condominium buildings must use the trash collection system provided by the Administrator. It is forbidden for any person or corporation to throw or accumulate solid trash in areas where it is not specifically authorized for that, use inadequate transportation or store and proceed with the use, treatment or waste system, if it is not approved by the Administrator. f) Residents will be motivated to deposit their compost in a Condominium centralized compost area that will be identified.

**SECTION SIXTEEN: OF THE NON-COMPLIANCE.**

The infringement to any of the conditions or regulations adopted by the Condominium Owners' Meeting, Auxiliary Commissions, Board of Directors or those established in these Bylaws, will grant the Board of Directors, which may delegate to the Administrator, the following faculties:

(a) Warn in writing about the irregularity to the offending Condominium Owner, with the purpose of allowing him/her to make amends or present his/her allegations within the following five business days.

(b) In case the irregularity is not amended and the allegations are not presented in the aforementioned term, the Board of Directors may impose a sanction or fee for the non-compliance or, initiate the proper legal process to compensate for damages. The sanction or fee shall be established according to the dispositions of the Law, these Bylaws and/or sanctions' complementary regulations.

(c) If the severity of the situation merits it, based on article twenty-three of the Regulating Law for Condominium Property, the Condominium Owner may be evicted from the Condominium by the vote of two thirds of the Condominium Owners' Meeting.

(d) In case that the Condominium Owner does not comply with the maintenance of his /her Individual Primary Filial Lot, and in conformity with the requirements expressly indicated in these Bylaws, or when he/she violates the regulations herein indicated, the Board of Directors becomes expressly empowered to impose and collect, from the offending Condominium Owner and against the corresponding Individual Primary Filial Lot, the necessary amount required to restore the original condition of the Individual Primary Filial Lot. The Board of Directors may delegate to the Administrator the faculties that enable him/her to enforce and fulfill the regulations and obligations corresponding to each Condominium Owner, in relation to the Condominium and the other Condominium Owners. To that effect, the Administrator must fulfill the procedure established in this section, in accordance with article twenty-three of the Law. If it were necessary to invoke legal means, for whatever reason or violation to these Bylaws' stipulations, the Condominium Owner

will have to pay all expenses incurred by the Condominium Owners' Meeting, the Board of Directors and/or the Administrator, including but not limited to legal and procedural expenses.

**SECTION SEVENTEEN: OF DISPUTE RESOLUTIONS.**

In case there is a dispute among two or more Condominium Owners, or between a Condo Owner and a tenant, or between two or more tenants, they shall approach the Administrations, which, after receiving all facts and allegations from both parties, will resolve the dispute within a term no longer than five business days. The measures and dispositions of the Condominium Owners' Meeting will be mandatory for all owners, tenants, Board of Directors, Auxiliary Commissions and the Administration. In conformity with article twenty-six of the Regulating Law for Condominium Property, the owners and tenants that consider that their rights have been harmed, may raise a complaint within the three months following the unappealable, agreement of the Condominium Owners' Meeting, and it will be substantiated through an abbreviated proceeding, established in the Civil Procedural Code.

**SECTION EIGHTEEN: OF NOTIFICATIONS.** Any notification, request, requirement, agreement, common agreement, lawsuit, approval or other type of communication foreseen by applicable Law, these Bylaws, or from one part to the other, must be made through the following means:

(i) in writing and with proof of delivery when personally sent to the Board of Directors or the Administrator. Each condominium Owner must indicate to the Administrator or the Board of Directors a place to receive such notifications, within the Republic of Costa Rica; or

(ii) by electronic means, which may include, but are not limited to, delivery via e-mail, or through a link to an intranet of the Condominium or the internet site of a third party involved in administering the Condominium. This implies that the Condominium Owners acknowledge and consent that when an email address is being provided to the Condominium Administrator or that if any other electronic mean as indicated above, is implemented by the Condominium or the Condominium Administrator for notification purposes, the Condominium Owner may receive any communication delivered through such means. The Condominium Owners will be provided with a paper copy of any documents/communications if the attempted electronic delivery of such documents/communications fails. Similarly, the Condominium Owners must provide the Administrator or the Board of Directors accordingly, with a paper copy of any documents/communications if the attempted electronic delivery of such

documents/communications fails. The Condominium Owners will also be required to inform of any type of changes or notifications to the indicated addresses (meaning electronic and/or physical addresses). In case of a modification in the foreseen address, for the Condominium Owners or the Board of Directors, to receive communications, the Administrator must update the information of the Condominium Owner and send a notification to the new address indicating that his/her registration has been updated. In case the Administrator changes his/her address, he/she must notify all Condominium Owners of the new address.

**CHAPTER TWO. OF THE BYLAWS OF THE CONDOMINIUM OWNERS' MEETING. SECTION ONE: OF THE CONDOMINIUM BODIES.**

The governing and administering bodies of the Condominium are constituted by

- (i) the Condominium Owners' Meeting,
- (ii) the Board of Directors,
- (iii) the Construction Commission,
- (iv) the Sustainability Commission,
- (v) the Administration.

**SECTION TWO: OF THE CONDOMINIUM OWNERS' MEETING.**

The Condominium Owners' Meeting is the supreme body of the Condominium and shall resolve all the common interest matters submitted before it. The Board of Directors constitutes the second level of authority in the Condominium and is elected by the Condominium Owners' Meeting. The Condominium Owners' Meeting must name an Administrator, to be responsible in a third layer of authority, for the Condominium. In addition, there will be the Construction Commission, the Sustainability Commission and Auxiliary Commissions, to resolve specific matters assigned to them in these Bylaws.

**SECTION THREE: OF ORDINARY AND EXTRAORDINARY CONDOMINIUM OWNERS' MEETINGS.**

The Ordinary Condominium Owners' Meeting will be held once a year, within three months following the closing of the fiscal period. The Extraordinary Condominium Owners' Meetings will take place when so requested by the Administrator or the Condominium Owners, representing at least one third of the value of the Condominium, when they approach the Administrator to request a summons within fifteen business days following the request. The

Meetings will take place where indicated by the Administrator, within the Condominium or at any other place located in the same district as the Condominium.

**SECTION FOUR: OF THE SUMMON.**

The Administrator is in charge of summoning the Condominium Owners to the Meetings. The summons must be made with at least fifteen business days before the proposed date for the meeting and must indicate the meeting's agenda, the day, time and place of the meeting. The summons will be done by the same means as indicated above in Chapter One, Section Eighteen, and delivered to the addresses (meaning electronic or physical addresses) registered for each Condominium Owner at the Condominium's Administration. The Condominium Owners are required to provide the Administrator their respective contact information and to keep it updated. Moreover, the Administrator will have the option of additionally publishing the summons in a nationally circulating newspaper. In those cases where there is more than one owner, it will be understood that the ownership and their vote will be accounted as only one vote, and the Individual Primary Filial Lot as only one entity.

**SECTION FIVE: OF QUORUM.**

The Condominium Owners' Meeting is the highest authority of the Condominium and its decisions are of obligatory observance for all Condominium Owners, tenants, occupants or holders of Individual Primary Filial Lots or areas of the Condominium. The Condominium Owners' Meeting is composed of all the Condominium Owners, those being a person or a legal entity, possessing the title the Individual Primary Filial Lots. The quorum for the Condominium Owners' Meeting, in the first calling will consist on the votes representing no less than two thirds of the value of the Condominium. For the second convocation, the quorum shall be reached with any number of Condominium Owners. For quorum purposes, the attending Condominium Owners and those represented by an authorized signatory, including representatives with a power of attorney will be accounted. If at the time, specified for the first convocation, the quorum has not been reached, the second convocation will be considered summoned thirty minutes after the scheduled time of the first convocation; this session will validly operate with the number of Condominium Owners in attendance to the second convocation. For every convocation summoned, the possibility of this second convocation will be expressly indicated. A prior convocation will be unnecessary when the totality of the Condominium Owners is gathered, they agree to hold a Meeting and expressly conform to forgo of such procedure. In case none of the Condominium Owners attend the

second convocation to the Ordinary Condominium Owners' Meeting, the Administrator will leave a record in the Book of Minutes, will transcribe the Meeting's Agenda and the Budget for Common Expenses will be considered approved. Only those who are up-to-date with the payment of the Condominium's fees will be able to vote.

**SECTION SIX: OF THE FUNCTIONS OF THE CONDOMINIUM OWNERS' MEETING.**

The functions of the Condominium Owners' Meeting are:

- a) Appoint, remove or rename the members of the Board of Directors and grant them any or all additional powers vested by these Bylaws.
- b) Be aware of the Administrator's annual report, approved by the Board of Directors for the previous year, for approval or rejection.
- c) Approve or reject, in its case, the Common Expenses Budget presented by the Administrator for the upcoming year and the fees, corresponding with those expenses, for every Individual Primary Filial Lot.
- d) Authorize the updates or repairs to be done to the common areas of the Condominium.
- e) Resolve the conflicts between Condominium Owners and/or tenants and between Condominium Owners or their tenants with the Administration and/or Auxiliary Commissions.
- f) Resolve as the last resource about the decisions or resolutions made by the Auxiliary Commissions and the Administration according to what is established in these Bylaws.
- g) Delegate its powers, as long as it does not oppose the Law and these Bylaws and constitute auxiliary commissions to make the decisions more operatively and efficiently and to guarantee a better auditing of the Condominium.
- h) Authorize the repairs and updates deemed necessary.
- i) Increase the late payment interests as established in these Bylaws, in case it is necessary to do so.
- j) Everything else required of it under the Regulating Law for Condominium Property.

**SECTION SEVEN: OF THE CONDOMINIUM OWNERS' MEETING FORMALITIES:**

The Condominium Owners' Meetings will be presided by an ad-hoc president and an ad-hoc secretary, selected by the Condominium Owners for every Condominium Owner's Meeting, who may correspond to the President and Secretary of the Board of Directors. The agreements of

the Condominium Owner's Meeting will be transcribed to the Book of Minutes. The minutes of every Condominium Owner's Meeting must at least contain:

- a) date, time and place it was held,
- b) the summons's resolution or the percentages of Condominium Owners permitted by law,
- c) if it is ordinary or extraordinary and the indication whether it was held as a first or second convocation, d) statement about the quorum's conformation,
- e) meeting's agenda,
- f) adopted agreements and results of the vote,
- g) the closing of the minute with the President and Secretary's signatures. Likewise, the Administrator must keep a register of what constitutes and supports the verification of the Condominium Owner's Meeting quorum. The Condominium Owners may use a proxy for the Condominium Owner's Meeting, for which a proxy-letter including the formalities required by law shall be sufficient. The powers sent via e-mail will be considered valid as long as the original is delivered to the Secretary of the Condominium Owner's Meeting before the respective Meeting. In case there exists joint property in any of the Individual Primary Filial Lots the co-proprietors must designate only one representative.

#### **SECTION EIGHT: OF VOTING.**

Every Condominium Owner will have the right to the same number of votes equal to the percentage that his/her Individual Primary Filial Lot's value represents, from the total value of the Condominium.

##### **Required Vote:**

**a) The unanimous vote by all Condominium Owners or the minimum vote that, for such purposes, is established by the then current applicable law -the lowest of the two will apply- to: (i) modify the general destiny of the Condominium; or (ii) vary the Condominium creation deed's clauses or the Bylaws;**

##### **b) The unanimous vote by all Condominium Owners to:**

i) change the proportional area of the filial lots in relation to the total area of the Condominium or the area of the common assets;

ii) resign to the Condominium Property Regime; as long as the resulting lots or units do not contravene other laws;

iii) encumber or dispose of the totality of the condominium;

iv) any other agreement that requires the total conformity of the Condominium Owners, according to the Regulation Law for Condominium Property or these Bylaws;

**c) it is required at least, two thirds of the total value of the Condominium to:**

i) Appoint and remove the Administrator;

ii) acquire new common assets that are not included in the approved budget and that exceed the value of ten thousand dollars, legal tender of the United States of America, change the destination of the existing ones or dispose in any way how they could be used;

iii) authorize the rental of the common things; iv) approve the total or partial reconstruction of the Condominium;

v) build new floors or basements, excavate or authorize any of the owners to carry out those jobs, in the latter cases when only one owner represents, at least fifty percent of the total value of the Condominium, it will also be required that the additional fifty percent of the remaining votes gather in an meeting.

**d) The simple majority of the total amount of votes is required to:**

i) carry out the necessary updates,

ii) appoint and remove the Board of Directors as well as to define its amount of members and

iii) resolve any other topic included in the agenda. The resolutions of the Condominium Owners' Meetings will be definite, valid, binding and firm from the moment of they are voted, even for the absentees or dissenters, to whom the Administrator must be communicate, in writing all the agreements made.

#### **SECTION NINE: OF THE BOARD OF DIRECTOR'S OBLIGATIONS:**

The Board of Directors will consist of a minimum of three members and a maximum of seven members, always keeping an odd number, who may or may not be Condominium Owners, and this number will be defined by the Condominium Owners' Meeting. The Board of Directors will be composed of a President, a Treasurer and a Secretary, at least, with additional possible positions as required by the Condominium Owners' Meetings criteria. The Board of Directors will be annually appointed by the Condominium Owners' Meeting, as part of the Ordinary Meeting. The Board of Directors may not receive a yearly remuneration for the execution of their services. The Board of Directors must meet ordinarily, every three months at the place, time and day

determined. For an extraordinary session, when necessary and convened by the President, or at least two members of the Board of Directors, in which case the place, time and date will also be determined, with the limitation that extraordinary sessions may not take place before eight calendar days since the Board of Directors were notified of the extraordinary session, except in cases of justified emergency, or in cases in which if all the members of the Board of Directors are present they decide so, and leave an express statement in the Board of Directors' minutes of such unanimous decision to hold the meeting without the correspondent summoning for such purposes. The Board of Director's agreements will be made by simple majority of the present votes. For each session, there will be a minute including the place and date for the meeting, the names of attendees, details of the agreement and the accounting of votes. Any of its members may request that his/her dissenting vote and the reasons for it be recorded in the minute. The minutes must be signed by all members present. For the session to be considered valid, aside from the corresponding convocation, there will be a required minimum quorum of three members. If quorum is not attained, the Board of Directors may validly open session in a second convocation, twenty-four hours after the time scheduled for the first convocation. The powers of the Board of Directors are as follows:

- a) Supervise the Administrator on behalf of the Condominium Owners' Meeting.
- b) Provide consulting support to the Administrator and issue supplementary regulations for the Condominium.
- c) Appoint an interim member in case of a vacancy during the period.
- d) Resolve the conflicts between Condominium Owners and/or tenants and between Condominium Owners or tenants and the Administrator.
- e) Resolve decisions and resolutions made by the Administrator under the dispositions of these Bylaws.
- f) Delegate its power, without contravening the Bylaws and ensure that the Administrator is more efficient and operational in his/her decision making and ensure the best control of the Condominium.
- g) Establish internal committees as needed for the proper administration and operation of the Condominium.
- h) Grant powers to the different committees.
- i) Establish regulations and standards relative to the use of the property and common areas and establish sanctions for the breach of those rules; decide about the issues submitted for its

consideration which by law or by these Bylaws do not correspond to the Condominium Owner's Meeting, and to resolve and decide about the all of the Condominium's general topics of interest, stipulating the necessary and appropriate measures to take the best advantage of the Condominium and its services.

k) Serve as processing body of the sanctions' procedure and issue, for each case, its recommendations to the Administrator and the Condominium Owners' Meeting. It can be removed as member of the Board of Director he/she who:

- a) does not comply with his/her obligations.
- b) Incurs in liability for illegal acts.
- c) Is unjustifiably absent to more than two meetings of the Board of Directors per year.
- d) With his/her actions hurts or goes against the own interests of the Condominium.

Ceasing to be a member of the Board of Directors for any reason, will not exempt the person who once occupied the position, of the legal responsibilities the he/she may have incurred during his/her governance.

#### **SECTION TEN: OF THE CONSTRUCTION COMMISSION.**

It will correspond to the Construction Commission to know about construction issues and the solution to all aspects related to urbanism, engineering, architecture and construction of the Condominium, as well as the creation and/or modification in case it is necessary, of the Manual for Construction, Finishes and Others. The Construction Commission may exert, for the fulfillment of its duties, the legal means that the applicable laws, these Bylaws and the complementary regulations allow. Any construction that violates these Bylaws and/or common law will not entail in any liability for this Commission or its members. The aforementioned commission will be composed of a maximum of five and a minimum of three members, designated by the Board of Directors **for a period of one year**, who may be or not condominium owners and, if approved by the Condominium Owners' Meeting, may be able to receive a yearly remuneration for their duties. The Commission must meet ordinarily every six months if there are issues to be dealt with and extraordinarily whenever convened by any of its members, by means of a memo, at least eight business days in advance. The Commission will maintain a book in which the minutes of their meetings will be transcribed, indicating the place and date of the session, the name of the attendees, details of the agreements and the resulting votes. Any of its members may request that his/her dissenting vote and the reasons for it be recorded in the minute. The minute will be signed by all

members present. For the session to be considered validly conformed, in addition to the respective convocation, a minimum quorum of three members will be required. It is the Construction Commission's responsibility to:

a) issue guidelines, recommendations and instructions about constructions and upgrades that are beneficial to all Condominium Owners,

b) issue and modify the complementary regulations that rule the architectural, structural, design, color and quality standard characteristics of the constructions or upgrades that the Condominium Owners may want to carry out in the Individual Primary Filial Lots,

c) administer and prepare the regulations about the requirements within the Individual Primary Filial Lots, such as the buildings' façades and the required withdraws,

d) administer a list of approved residue treatment systems and their approval with the submission of the houses' design,

e) issue and modify the complementary regulations that rule the transit of vehicles,

f) issue the criteria about the proposals for modifications of buildings and additional constructions,

g) check the blueprints, the design and the construction of buildings or any other structure that takes place in the Individual Primary Filial Lots, as long as they completely adapt to the current Bylaws and/or the respective complementary regulations in matters of constructions, which will be the Condominium Owners responsibility; for such purposes, the Construction Commission shall issue a resolution no later than 30 business days after the complete set of documents for approval have been delivered to it, to decide on their approval or rejection; if no decision has been communicated within that timeframe, it will be considered that the approval has not been granted,

h) prior to any construction process, review the respective blueprints and give them the approval; for such purposes, the Construction Commission shall issue a resolution no later than 30 business days after the complete set of documents for approval have been delivered to it, to decide on their approval or rejection; if no decision has been communicated within that timeframe, it will be considered that the approval has not been granted,

i) approve or disapprove any controlled alteration in the issued requirements; for such purposes, the Construction Commission shall issue a resolution no later than 30 business days after the complete set of documents for approval have been delivered to it, to decide on their approval or

rejection; if no decision has been communicated within that timeframe, it will be considered that the approval has not been granted,

j) denounce and file, through the Administrator, the corresponding administrative and judicial legal actions against the Condominium Owner who disrespects those dispositions,

k) any other function entrusted by the Condominium Owners' Meeting or established in these Bylaws.

#### **SECTION ELEVEN: OF THE SUSTAINABILITY COMMISSION.**

The Commissions will provide “environmental awareness and sustainable construction practices” and it will be in charge of the resolution of all aspects related to gardens, vegetable gardens and other aspects, policies or natural structures or of agricultural use within the Condominium. For the performance of its functions, or to make coercive its approval and disapproval decisions it may use the legal means that the applicable law, these Bylaws and the complementary regulations allow. The construction, adaptation or complement of any garden, vegetable garden, work or structure made in violation of these Bylaws, the current complementary laws established to that effect by the Sustainability Commission and/or common legislation will not carry any liability for the Commission or its members. This commissions will be composed by an odd number of members, a minimum of three and a maximum of seven, always keeping an odd number of members, to be designated by the Board of Directors for a period of one year who may or may not be Condominium Owner, but in any case, the Sustainability Commission will always be composed of a majority of Condominium Owners and shall have enough faculties and experience as part of its contribution to the tasks of the Sustainability Commission or to the regional community. The members of the Sustainability Commission may receive an annual payment for the performance of their functions, if approved by the Condominium Owners' Meeting. The Sustainability Commission must meet ordinarily every six months if there are issues to be discussed or extraordinarily when convened by any of its members through a memo or email, at least eight business days in advance. The Commission will keep a book in which the minutes of the meetings will be transcribed, indicating the place and date of the session, name of the attendees, details of the agreements and the resulting vote. Any of its members may request that his/her dissenting vote and the reasons for it be recorded in the minute. The minute will be signed by all members present. For the session to be considered validly conformed, in addition to the respective convocation, a

minimum quorum of three members will be required. It is the Sustainability Commission's responsibility to:

a) issue the guidelines, aesthetic and technical recommendations and directions about the works or structures of gardens, vegetable gardens or of agricultural nature of the common areas and the Individual Primary Filial Lots that form the Condominium;

b) issue and modify the complementary rules that regulate the distribution, percentage of coverage and location of gardens, vegetable gardens and landscapes within the Condominium and the Individual Primary Filial Lots that form the Condominium, as well as the agricultural, types of vegetables, structural, design, colors, types of plants' characteristics and other aspects related to garden and vegetable gardens that may be carried out by the Condominium Owners in the Individual Primary Filial Lots, of a technical nature or not, that regulates the operation, installation, use or maintenance of gardens and vegetable gardens;

c) inspect, direct, supervise and control the work of agricultural nature that takes place in the Condominium;

d) issue criteria about the proposed modifications in gardens or additional gardens that the Condominium Owners may want to do in the Individual Primary Filial Lots;

e) review the design and the creation of gardens, vegetable gardens or any other structure of agricultural nature carried out in the Individual Primary Filial Lots, and that they fully comply with these Bylaws and/or the respective complementary regulation on this subject;

f) denounce and file, through the Administrator, the corresponding administrative and judicial legal actions against the Condominium Owner who disrespects those dispositions;

g) regulate and define the ideal entrance to the Condominium and the Individual Primary Filial Lots to be able to perform maintenance work to the gardens and/or vegetable gardens in each Individual Primary Filial Lot, establish drainages and provide or perform maintenance to non-governmental services such as, but not limited to services for the generation, harness and use of solar energy. Likewise, the Sustainability Commission is in charge of choosing and defining the company or companies in charge of providing such services and other related services;

h) any other function requested by the Condominium Owners' Meeting or is established in these Bylaws.

## **SECTION TWELVE: OF THE ADMINISTRATOR.**

The Administrator may be a person or legal entity, owner or not, **who will have, in regard to the common areas and the Condominium, the judicial and extrajudicial representation with the authority of representative holding full powers of attorney without limitation of amount according to Article one thousand two hundred fifty three of the Civil Code.** The Administrator may substitute his/her powers, all or in part, revoke and confer others again, always keeping his/her mandate. The Condominium Owners' Meeting may, at any time, limit or expand the Administrator's powers, always within the limitations for such Condominium Owners Meeting's actions which are established according to Article twenty-seven of the Regulating Law for Condominium Property. The Administrator will be appointed by the Condominium Owners' Meeting through a vote that represents at least two thirds of the total value of the Condominium. The appointment of the Administrator is for a term of three years. The Administrator has under his/her responsibility the administration of the Condominium, the dispositions included in these Bylaws and may be removed from his/her position by a vote, equal to the one for his/her appointment. The Administrator will receive a monthly remuneration for acting as such. The amount shall be proposed by the Condominium Owners' Meeting and annually approved by the Ordinary Condominium Owners' Meeting, as part of the approval of the Condominium's budget. The remuneration will be established according to the services requested of the Administrator by the Condominium Owners, as it shall be recorded in the corresponding service contract.

## **SECTION THIRTEEN: OF THE ATTRIBUTIONS OF THE ADMINISTRATOR**

The Administrator is the legal representative of the Condominium and will have enough powers to represent it in all legal and/or administrative matters that may arise in relation with the Condominium. The following, in addition to those embodied in these Bylaws, are the attributions of the Administrator:

- a) attention, care and supervision of the common areas,
- b) attention and operation of the installations and general services,
- c) all acts of administration and conservation of the common and general use areas,
- d) supervise the agreement with the selected contractor to provide maintenance to the Condominium's common areas, as well as its gardens, vegetable gardens, reforested areas, including the distribution of production policies

e) coordinate and administer the use of the common areas for public events, including the common areas' rental,

f) render an annual report about the administration of the Condominium and its results before the Ordinary Condominium Owners' Meeting,

g) present to the Board of Directors for their approval, ahead to its presentation to the Ordinary Condominium Owners' Meeting, the project of the Administration's annual budget and the financial statements corresponding to the results of his/her management, to be finally approved by the Condominium Owners' Meeting,

h) resolve the conflicts arising among the Condominium Owners in relation to the use of the Condominium's common areas,

i) the collection of the Ordinary and Extraordinary Maintenance Fees and the Reserve Fund hereby created in this act,

j) oversee that the peace and order of the Condominium is in no way affected,

k) adopt the pertinent measures against the disruption of the order and according to the dispositions of the applicable Law and these Bylaws,

l) issue receipts for paid fees and certifications of the amounts owed by the Condominium Owners for pending fees,

m) adopt the necessary measures to regulate the transit of vehicles and loading and unloading procedures within the Condominium,

n) safeguard, under his/her responsibility, the legal books that the Condominium must legally keep and update for reference, as well as bank account's checkbooks, credit cards and in general, any document that requires to be safeguarded by the Administration,

o) supervise that all Condominium Owners, tenants and occupants, under any title, comply with all the dispositions of these Bylaws,

p) execute any action assigned to him/her by the Condominium Owners' Meeting, the Board of Directors and/or the Auxiliary Commissions,

q) define the location of the areas that will be used as parking for the exclusive use of the Condominium Owners,

r) open bank accounts and of administration in the name of the Condominium, to that effect he/she can sign, order checks, credit cards and authorize others to use the accounts in any financial institution that has open offices in the country,

s) keep control of the Condominium's use of electricity to verify the implementation of environmental policies,

t) any other obligation imposed by Law, these Bylaws, the Condominium Owners' Meeting or the Board of Directors,

u) issue and modify additional regulations for penalties,

v) issue and modify additional regulations for the use and maintenance of the common areas,

w) assist in administration decisions y offer feedback about contracts and agreements signed for the maintenance of the Condominium,

x) suggest to the Board of Directors the amount to be contributed to the Reserve Fund and its administration process.

#### **SECTION FOURTEEN: OF THE REGISTRATION OF THE CONDOMINIUM.**

The Administrator must draw up a register, which may be an electronic version, of the Condominium Owners. Such registry must be done in alphabetically order, indicating the address and the number of votes each Condominium Owner is entitled to. This registry may be consulted by the Condominium Owners at any time. Every consultation must be done during office hours, at the Administrator's office. An updated copy of the registry must be present in every Condominium Owners' Meeting and it may be reviewed by any Condominium Owner during the Meeting. This registry, or a copy of it, will be prima facie evidence of who are the Condominium Owners, their right to review it and vote during the meetings. The non-compliance with this requirement will not affect the validity of any agreement made during the meetings.

#### **SECTION FIFTEEN: MANAGEMENT AND ADMINISTRATION OF THE FEES.**

The Administrator will collect the fees of the Condominium Owners and will manage those funds according to the budget approved by the Condominium Owners' Meeting. Such funds and any other managed by the Administrator must be deposited in a bank account in a state or private bank under the name of the Condominium or manage them in any way the Board of Directors and/or the Condominium Owners' Meeting deemed convenient for the Condominium's interests.

#### **SECTION SIXTEEN: OF THE BUDGET.**

The budget referred to in these Bylaws must be available to the Condominium Owners in a physical or electronic version, at least fifteen day prior to the date when the Condominium Owners'

Meeting will see it. When preparing the annual budget of the Condominium, the remuneration for the fulfillment of the Administrator's duties must be included and determined. This annual budget must include income and disbursements, assigned to the Condominium Owners in their equally proportionate contribution, in accordance to what article eight of the Condominium Bylaws establishes.

**SECTION SEVENTEEN: OF THE MAINTENANCE OF THE INDIVIDUAL PRIMARY FILIAL LOTS.**

The Condominium Owners are bound to conduct the maintenance work in their respective Individual Primary Filial Lots. The maintenance and repair needed in the common areas, including gardens, vegetable gardens and green areas of the Condominium are the Condominium Owners' Meeting's responsibility. The Condominium Owners will be required to allow the access to those people in charge of monitoring, directing and executing such work, designated by the Sustainability Commission and in total conformity with the dispositions and complementary regulations, issued for that purpose. The Administrator and the Sustainability Commission will be required to take the necessary measures, with the purpose of causing the least amount of inconvenience, harm or alteration to the order of the Condominium and the conformation of the gardens, vegetable gardens and green areas of the Condominium.

**SECTION EIGHTEEN: OF THE JOINT LIABILITY OF THE CONDOMINIUM OWNERES.**

Every Condominium Owner must respond jointly before the Condominium for the claim of damages caused to the Property of the Condominium by their employees, dependents, visitors or person to whom he/she may have transferred any title of use and enjoyment of the Individual Primary Filial Lot or guest. In case the responsible Condominium Owner does not assume his/her obligation before the Condominium, the Administrator will be empowered, only for this one time, to execute the acts, or take the indispensable measures required to make the Condominium Owner repair or rebuild, at his/her own expense and risk, the damages caused by the people aforementioned. In case the Condominium Owner persists in denying taking care of the related repairs or rebuilds, the Administrator may proceed in accordance with the collection procedures expressly indicated by the Law and these Bylaws.

**CHAPTER THREE. OTHER REGULATIONS. SECTION ONE: OF INDIVISIBILITY.**

If any part of these Bylaws turns out to be invalid or illegal, the legality and validity of the rest of the Bylaws and the rest of the sections will not be affected or limited by such omission.

**SECTION TWO: OF THE APPLICABLE SUPPLEMENTARY RULES.**

The topics not expressly foreseen in these Bylaws will be ruled by the dispositions of the Regulating Law for Condominium Property and its reform and any non-contemplated aspect of the Law will be ruled, to that effect, by the disposition of the Condominium Owners' Meeting.

**SECTION THREE: OF THE SALE OF THE INDIVIDUAL PRIMARY FILIAL LOTS.**

In case a Condominium Owner agrees to sell, lease, assign or donate his/her property, he/she must communicate it in writing to the Administrator. In case of a sublease, the lessee should proceed likewise, in case that the sublease has been authorized by the Condominium Owner. Any Condominium Owner, lessee, sublessee or holder of any title must accept the obligations expressly imposed by these Bylaws and the Law.

**SECTION FOUR: OF THE REUNION, SEGREGATION, DIVISION AND CREATION OF SUBCONDOMINIUMS OF THE INDIVIDUAL PRIMARY FILIAL LOTS**

The reunion, division or segregation of the Individual Primary Filial Lots and the creation of subcondominiums within such Individual Primary Filial Lots will be permitted, as long as such lots comply with the law requirements and the condominium's regulatory dispositions. To that effect, it will be necessary the approval, by simple majority, of the Condominium Owners' Meeting of the reunion, division, segregation or subcondominium creation of the Individual Primary Filial Lots, as well as the subsequent approval by the Construction Commission to confirm that there is no inconvenience and/or non-compliance to the dispositions of these Bylaws or any other legislation applicable to the intended reunion, division segregation or subcondominium creation of the Individual Primary Filial Lots, as well as for such action to comply with the minimum areas and the required frontage accessing a public area or a common area, as established within the Manual for Construction, Finishes and Others in case there is an existent and current one, the creation of a subcondominium within an Individual Primary Filial Lot as a new condominium will be allowed, as long as such filial lots comply with all the legal and regulatory requirements for such purposes.