



Samarcanda Gated Community

Sustainable Caribbean Real Estate

Rules and Regulations

GENERAL ARRANGEMENTS: NAME, AREA OF GOVERNESS AND DEFINITIONS.

1. ARTICLE I: NAME. This condominium development plan shall be known as "SAMARCANDA".
2. ARTICLE II: AREA OF GOVERNESS. These Regulations shall regulate the relations between the condominiums, as well as all parties with any relation to the condominium as well as all third parties. It will apply obligatorily for all Owners, co-Owners, holders of note on real property, lessors, subordinate lessors, resident or guests, and, in general, for every occupant of the LOTS.
3. ARTICLE III: DEFINITIONS: For the purposes of interpretation and application of these Regulations, the following definitions are hereby given: ADMINISTRATOR: The Administrator of the Condominium Development Plan of the condominium named "Samasati". COMISSION: The construction's commission of "SAMARCANDA". CONDOMINIUM: Condominium of the "SAMARCANDA" Development Plan. OWNER: Owner of a lot or holder of note on real property in condominium "SAMARCANDA". LAW: Regulatory Law for Condominium Property, number seven thousand, nine hundred thirty three enacted on the twenty-eight of October of nineteen hundred and ninety nine, published in the official periodical "La Gaceta", number two hundred twenty nine on the twenty fifth of November of nineteen hundred and ninety nine. REGULATION: Regulation of Condominium, Administration and Construction of the "SAMARCANDA" Condominium Development Plan.
4. ARTICLE IV: REGULATIONS OF THE CONDOMINIUM. For the purposes of interpretation and practical application, this Regulation is subdivided into three main sections or chapters, which shall all make up this Regulation and which are: Condominium Regulation, Administration Regulation and Construction Regulation.

1. CHAPTER I: CONDOMINIUM REGULATION:

2. ARTICLE I: CONFORMATION OF THE CONDOMINIUM. The Condominium is formed by both common and private areas whose description corresponds to the contents of the constructive incorporation document of the Condominium and to the surveys presented before the Public Register of the Republic of Costa Rica, Horizontal Property Section.
3. ARTICLE II: OWNERS: Owners are considered as anybody, being a physical person or corporation, who acquires a lot in the condominium. Each Owner is the exclusive Owner of its respective LOT and will agree to reasonable common use of said LOT as set forth here in. Each Owner will accredit its powers with the respective public inscription of acquisition. The Owners can use, tax and alienate their individual properties, in accordance with the limitations and prohibitions that the Regulatory Law of the Condominium Property, this public instrument and the Regulation impose, apply or imply. The LOTS can merge or divide as so long as the segregated parts or merged parties comply with all the requirements set forth in the Regulatory Law of the Condominium Property for the LOTS, including minimum areas and access lines that are set forth in this public instrument and the Condominium Regulation.

In case of constitution of usufruct, the titleholder of this right will not have intervention in the Owner's Assembly resulting from the Owner without usufruct, in any relation with the Condominium, in exercise of all Owners rights and obligations. In case of sale, cession or transfer of any kind, of any LOT, entirely or in part, the transmitter must communicate this situation to the Administrator. In the same manner, the transmitter must present a written approval issued by the Administrator to the Notary Public to insure all payment of all obligations to the Condominium. Before the Condominium, the new acquirer will be considered the joint debtor of the certified amount, without pre-judgment of the joint civil responsibility of any preceding Proprietor. In the Transfer Deed, the new Owners must manifest that he knows and accepts the Regulation. It is the sole responsibility of the new Owner to accredit itself before

the Administrator as such. For all effects, the Administrator will recognize as Proprietors, only those who have registered in the Proprietor's Registry book.

4. ARTICLE III: PERCENTAGE VALUE OF LOTS. The established percentages for each LOT are determined by: a) the proportional value of each LOT with relation to the value of the entire Condominium; b) each Owner's right to common areas; c) the number of corresponding votes in the Owners Assembly; d) the proportion in which each LOT must contribute for common expenditures and reserve funds. The outstanding balance will be used for the establishment of private areas in future phases.
5. ARTICLE IV: COMMON PROPERTY. This are considered as common property, and consequentially considered to be indivisible and inalienable for each and all Owners, described as follows: (i) pluvial water rights of way area (ii) Streets and vehicular access areas (iii) Green areas, for access or recreation (iv) Security Stations (v) Distribution networks for public services, which include but are not limited to: potable water, pluvial waters, electricity. (vi) Paved areas (vii) Trashcans. In addition to the common properties referred to herein, so are those which are necessary for the existence, proper function, security, healthiness, conservation, access, appearance and decoration of the Condominium, the paved areas, interior access roads and all other installations such as those that pertain to water, walls, and anything else indicated on the survey and that must be considered as common areas by The Regulatory Law of Condominium Property and applicable legislation.
6. ARTICLE V: USE OF COMMON PROPERTIES. Common properties, for the use of all Owners and residents of the Condominium, will be marked on the respective property plan. Each Owner will be able use and enjoy the services and installations, with rational limits, so that all Owners can enjoy the facilities in a ethical form and fashion, conforming with the following norms: A) The common areas can be used free of cost for children's celebrations, for which those interested must make a reservation with the Administrator for the date of the event. B) Damages to common property will be paid immediately by its perpetrator according to he value that the Administrator considers appropriate. C) In the event of discrepancy or failure of payment pertinent to the prior point, the Administrator shall take the appropriate legal measures. D) Each Owner shall be responsible for damages caused by their family members, guests, dependents or employees.
7. ARTICLE VI: MAINTENANCE OF THE COMMON AREAS. Each Owner is obligated to contribute to the payment of necessary common expenditures for the optimum function of the Condominium. Due to the fact that the Condominium is going to be built through phases, initially each one of the lot's owners must pay monthly a sum determined by the Administrator. When all the phases of the condominium have been accomplished, the common expenditures will be covered by the Owners, in the proportion resulting from applying the total amount of expenditures in relation with the percentage corresponding to each LOT as contained in the incorporation deed of the condominium. The tacit or express denial of use and enjoyment of common things will not relieve the Condominium of its obligations to the conservation, reconstruction of said property or the payment of maintenance bills, nor any obligation generated from this regimen.
8. ARTICLE VII: COMMON EXPENDITURES. The Common Expenditures include, but are not limited to: A) The taxes and other national or local charges that affect the real estate property in its quality as Common Property, with this, any other obligatory charge. B) The amounts for fire, electrical storm, professional risk and civil responsibility insurance premiums. C) Administration dictated maintenance and cleaning of the common areas of the Condominium. D) The occasional, specialized maintenance services needed for the proper maintenance of the common areas of the Condominium, such as electrical lighting systems, irrigation systems, water consumption and electricity for common services. E) The cost of the innovation, reparation and/or remodeling or the Condominium or its common property, which must be authorized by the Proprietors Assembly; as made effective by competent public authorities. F) The expenditures that are incurred by the Administrator in the execution of its function. The common expenditures shall be paid in monthly installments in Administration offices, in dollars, official currency of the United States of America, or in Colones according to the exchange rate of the day on which the payment is made. The LOT will be considered preferred collateral for the completion of monetary obligations that the Proprietor will incur with the Condominium. The corresponding payments of common expenditures, and fines and interest that these generate, constitute lien charges on the LOT, only preceded by referred charge of real estate property taxes.
9. ARTICLE VIII: PAYMENT OF MONTHLY INSTALLMENTS. The monthly installments must be paid to the Administrator no later than the last business day of the payable month. The installments or additional amounts payable will accrue a charge of two percent monthly if they are not paid as described herein.

10. ARTICLE IX: RESERVE FUND. In addition to the monthly installment, each Owner must cover an additional monthly charge in order to constitute a reserve fund designed to cover unforeseen expenditures by the Administration or for maintenance of the common areas. This sum will be fixed by the Administrator, for which a procedure for the administration of this fund must be established in order to generate proper utilities. With this, said Administrator will decide if the Reserve Fund will have a maximum amount and, in case of a decided maximum, will govern this limit. The Proprietors shall contribute to the Reserve Fund in the same proportion and basis as the payment of common expenditures established herein.
11. ARTICLE X: INSURANCE. The common constructions must be permanently insured against fire or earthquakes, by the amount established by the Owners Assembly, being the Administrator's duty to proceed with insurance diligences. Besides, the administrator may hire other insurances necessary for the proper coverage and protection of the goods and personnel that works at the condominium.
12. ARTICLE XI: OWNERS' OBLIGATIONS. The Owners' obligations shall be demanded directly, although the Owner does not personally occupy the real property. In this case, when the Owner does not inhabit, use or occupy the real estate property. In this case whoever occupies said real estate property should respond to the infractions without prejudice of the sole civil responsibility of the Owners. Proprietors are prohibited to:
 - i) subject the LOT and common areas to use or ends which are considered illegal or otherwise prohibited by law, morality or ethics, to perform commercial and professional activities weather it generates income or not, as well as any other performance as the ones agreed herein. In this sense, the use of videos and cameras by the Owners will be prohibited for commercial purposes.
 - ii) Store, possess or deposit within the LOT or in the common areas of the Condominium, any type of explosive material, inflammables and/or asphyxiates that present significant danger or that produce bothersome emissions. In addition, starting fires and bonfires in any area of the Condominium is prohibited, except the use of fireworks approved by the Administration.
 - iii) Deposit materials, merchandise, furniture and/or objects in the common areas of the Condominium, that could possibly compromise the artistic motif, cleanliness and/or decoration of the Condominium or could cause significant damage to or bother the other users, such as to obstruct or otherwise make impossible the use of said areas.
 - iv) Hang insignias, flyers, announcements, flags of propaganda, awnings, symbols, furniture, flowerpots or any other object which could affect the aesthetic motif or appearance of the Condominium or the comfort of the other residents in common areas.
 - v) Produce or permit the production of disturbance and/or noise that disturb the ever-reigning tranquility of the Condominium.
 - vi) Obstruct access roads, gutters and driveways, in a way in which it makes difficult the passage, access, or permanence of persons or vehicles.
 - vii) To dispose of polluting liquids, organic or inorganic thrash, or objects outside of the LOT.
 - viii) Hang clothes, blankets or anything similar in windows.
 - ix) Dispose of trash or waste in ways contrary to social acceptance.
 - x) Use the common "green areas" to wash vehicles, furniture or any object.
 - xi) Consuming alcoholic beverages in common areas.
 - xii) Require the employees of the Condominium to perform personal services without explicit written authorization from the Administrator.
 - xiii) Operate any vehicle on Condominium streets at velocities higher than fifteen kilometers per hour.
 - xiv) Park vehicles in areas that are not designated for such use.
 - xv) Use a car horn to call the attention of other residents or Condominium Security or use a car horn in any unnecessary manner.
 - xvi) Affect any act, or in omission incur the disturbance of the tranquility of the other Owners or compromise the strength, security, healthiness or comfort of the Condominium.
 - xvii) Leasing the personal residence constructed within each LOT, without communicating the situation to the Condominium's Administration. In this sense, the owner must give previous and stated authorization to the Condominium's administration to lease the residence in the price considered convenient by him. The leasing price will be distributed in a fifteen percent to the Administration, and an eighty five percent in favor of the Owner. The Lessee will pay the Administration the amount corresponding to interior maintenance and cleaning services.
 - xviii) Operate machinery, technology or any type of instrument or tool that may harm or destroy the condominium.
 - xix) To place and use speakers in the exterior of the residences of each LOT.
 - xx) Play music after eleven p.m.
 - xxi) Installing glasses that may produce reflections.
 - xxii) Operate heavy machinery to perform movements of soil or other ends without being authorized for that purpose by the Administration.
 - xxiii) To held parties in the common areas without the authorization of the Administration.
 - xxiv) Use the common areas without the authorization of the Administration.
 - xxv) Cutting down trees, not taking into consideration size or type.
 - xxvi) Planting seeds, fruits, plants, mushrooms, leaves or any other type of vegetation in the common areas, as well as the growing of illegal plants.
 - xxvii) Hunting any kind of animal, capturing and keeping in captivity and type of animals or breeds of wild animals, offering food to wild animals, picking up animal's eggs and killing any type of animal, unless doing so to preserve the

safety or personal life. xxviii) Using marine radio frequency without being authorized for that purpose by Condominium's Administration. xxix) Introducing firearms into the condominium, unless being authorized by the Administration. xxx) Installing and using camping tents in restricted or common use areas. xxxi) Cutting down the grass of the LOTS with engine powered machines.

13. ARTICLE XII: PETS. In order to preserve the natural environment and fauna of the site, the only pets allowed are domesticated dogs, cats, or small birds, however, all pets shall remain within the Owners LOT. The violation of any of these regulations shall authorize the Administration of the Condominium to demand that the Proprietor or authorized resident remove the pet immediately. ARTICLE XIII: SECURITY COMPANY. In case of a Owner desire to contract additional security service by another company, in addition to the overall control by the Administration for the best interest of the Condominium and each of its inhabitants, this company must be approved by the Administration and comply with the security standard set forth in this Regulation for construction companies and for yard maintenance.
14. ARTICLE XIV: MAINTENANCE OF GREEN ZONES. A) The Condominium's Administration will provide cleaning and maintenance services for the condominium's green zones. The maintenance and/or changes in the common green zones, will be the entire responsibility of the maintenance department of the Condominium, in virtue of the aforementioned not by any motive the Owners of the LOTS may modify the green zones in the common areas in front of their properties without the authorization of the Administration. In case of the green zones exteriors of the LOTS being exposed to the common areas, the design and/or modification must be approved by the Construction Committee, that must obtain the approval from the maintenance department of the condominium. The interior green zones may have plants of every kind as long as its height does not cause interference or intrusion with the sightseeing of other constructions, and shall not trespass or takes away beauty from the neighboring properties. The Owners may plant fruit or ornamental trees of any kind within their property, avoiding, as possible, leaves from trespassing neighboring properties.
15. ARTICLE XIV: TRASH RECEPTACLES. A) A trash may be installed in every LOT, or a thrash receptacle that must be located always within the property and in places where they do not remain exposed from any point to the communal areas or neighboring properties. B) Thrash must be classified as organic or inorganic, and must be always disposed in an adequate container. C) The thrash must be taken out from the LOT following this procedure: The waste must be deposited in separate bags, in order that the waste may be recycled according to instruction from the Administration of the Condominium. Once separated into separate bags, the waste must be deposited in trash receptacles that are painted green. These receptacles must be place by the side of the main road, in front of the property, the night before the designated day in which the trash collector collects trash from the Condominium or according to the schedule that will be indicated by the Administration of the Condominium in the event of its necessity. Once the trash collector has collected the waste, each Proprietor shall be responsible for retrieving his or her trash receptacle immediately.
16. ARTICLE XV: ENVIRONMENTAL PROTECTION. The Owners of the LOTS must allow for Environmental Protection in this manner: A) the elimination of trees must be kept to a minimum, allowing for construction or for the protection of persons or buildings, without prejudice of the indications in Article IV of the Construction Regulation. Trees can only be removed with the applicable permission of the local governmental body; such permission shall include all legal consequences applicable thereto. B) It is prohibited to initiate land development that significantly alters the natural environment, without prejudice of the indications in Article V of the Construction Regulation. C) Protection and Conservation of the existing flora and fauna must be secured and observed.
17. ARTICLE XVI: PROCEEDURE FOR SANCTIONS. A) Sanction or fine: (I) In case that any Proprietor or his or her Proxy or Assignee uses the LOT for purposes that do not conform with the law, morals or ethics; use said LOT for purposes for which it as not originally intended; enact or incur in omission, any act that disturbs the tranquility of the other Proprietors or compromises the solidarity, security, healthiness or comfort of the Condominium, at the petition of the Administrator or any Owner, the judicial authority shall impose a fine on the perpetrator, equal to a base salary, in accordance with the established in Article Fifteen of the Regulatory Law of Condominium Property. B) Written prevention: (I) If whoever commits the infraction has been given Owner rights by proxy or assignment, they may be excused their fault by way of written prevention as long as the fault committed is not serious. C) Eviction Obligation: When an non-owner occupant repeatedly infringes upon the Condominium Regulation or alters the normal co-tenancy of the Condominium, the respective Owner shall have the obligation to order the eviction of said

individual or grant ample and sufficient power to the Administrator for the proper eviction of said individual with respective diligence.

18. ARTICLE XVII: VARIOUS DISPOSITIONS. A) To maintain nature's integrity, low-density occupants and constructions, as well as the rights of every guest, the Administration may dictate bylaws or rules, through regulations or individual bylaws, that will be enforced on all owners. Likewise it can established any fine or sanction from the inobservance of such dictations. B) The consequences of any act of nature, earthquakes, wind, rain, fire, other elements, vandalism, theft, negligent actions from the unit's occupants, will be the exclusive responsibility of the owner. C) Property taxes are the entire responsibility of the owner. D) The owners of the units will not be allowed to exploit those totally or partially with commercial purposes, such as time-sharing, or any other that violates the purposes described for this lots, meaning that use and residence. E) The security of each LOT will be in charge of every owner, who may install the safety measures considered appropriate by him, in order to safe his goods. Every security system that is going to be installed, including alarms, must be authorized by the Administration by written. F) Only the possession of one motor vehicle will be allowed within each LOT. Any other vehicle must be kept at the Condominium's entrance. G) The maximum driving speed within the condominium will be fifteen kilometers per hour. The schedules dictated by the Administration for the entering and exiting of motor vehicles will be respected. H) The installation of a mailbox in every LOT is permitted. I) With the administration's stated and previous authorization, owners will be allowed to install and use air conditioning systems in the houses of each LOT, as well as satellite dishes system. J) The use of non-marine radio communication devices will be permitted. K) Owners are allowed to hold parties and barbecues in the areas designated for that purpose. L) Studying and photographing flora y fauna is permitted, without interfering it's normal course. M) The use of camping tents will be allowed within each LOT. N) It is allowed to collect fruits, plants, seeds and flowers that have fallen unto the ground. O) Each Owner must have at least one fire extinguisher. P) Biological detergents must always be used in the laundry and bathrooms. R) Every visitor must show identification document to enter the condominium.
19. **CHAPTER TWO: ADMINISTRATION REGULATION.**
20. ARTICLE I: THE ORGANS OF THE CONDOMINIUM. The governmental and administrative organs of the Condominium consist of (i) The Owners' Assembly, (ii) The Administration, and (iii) The Construction Committee.
21. ARTICLE II: THE OWNERS' ASSEMBLY. The Owners' Assembly is the supreme organ of the Condominium and shall resolve issues of common interest brought to their attention. The assemblies can be ordinary or extraordinary.
22. ARTICLE III: ORDINARY AND EXTRAORDINARY ASSEMBLIES. The Ordinary Assembly of Owners shall be held once per year within the three months following the end of the fiscal term. The Extraordinary Assemblies shall be held when convened by the Owners who represent, at least, one third percent of the entire value of the Condominium, or, the Construction Committee. In this case, the Administrator shall announce the summoning within ten business days following the solicitation.
23. ARTICLE IV: SUMMONING. The Administrator shall be responsible to summon the Owners to Assembly. The summoning must indicate an agenda that is applicable and the day, time and place of the meeting. Notice shall be given in the form of a circular letter that shall be sent to the registered address of each Owner, which shall be registered with the Administration of the Condominium, eight days prior to Ordinary Assemblies and fifteen days prior to Extraordinary Assemblies.
24. ARTICLE V: QUORUM. Quorum of the Owners' Assembly for the first convocation shall be formed by the votes that represent no less than two thirds of the entire value of the Condominium. Any number of attendants shall fulfill quorum for the second convocation. If, at the hour given in the convocation, the fixed quorum is not met, the Assembly shall be convened for a second time, one half hour after and shall be considered validly in session with the number of Proprietors that are present. In all convocations for which the previously mentioned applies, the possibility of a second meeting shall be expressly noted. The previous convocation shall be omitted when all Proprietors are present, who agree to hold Assembly and expressly manifest their conformity with the proceeding in this way, which shall be made to contest the respective act. In such case in which none of the Proprietors convene for the second meeting, the Administrator shall log the nonattendance in Book of Acts, shall transcribe the Order of the Day and the Proposal shall be approved for the good of common expenditures. En any case, only those present for the payment of the expenditures of the Condominium shall be given the right to vote on the previously approved matter.
25. ARTICLE VI: ATTRIBUTES OF ORDINARY ASSEMBLY. Attributes of Ordinary Assembly are as follows:
 - a) Knowledge of the Administrator's summary of the past year and the approval or disapproval of the

same. B) Approve or disapprove, in its case, the Common Expenditures Budget that is presented by the Administrator for the actual year and the payments of said expenditures corresponding to each LOT. C) When needed, reelect, name or revoke the responsibilities of the Administrator or the Construction Committee. D) Authorize repairs or renovations planned for the common elements of the Condominium. E) The resolution of issues of common interest, unknown by, or out of the power of, the Administrator. F) All other acts that apply to the tenure or the Regulatory Law of Condominium Property.

26. ARTICLE VII: ASSEMBLY'S FORMALITIES. The Assemblies shall be presided over by a president and secretary ad-hoc, designated by the Owners for each Assembly. For all Assemblies in which an act is made, said act must be recorded in the Book of Acts of the Owners' Assembly, duly legalized by the Condominium Property Section of the Public Register, and must be signed by the President, the Secretary and any of the Owners who wish to sign. The Owners may be represented in Assembly by proxy, in order for the proper representation of Proprietors, only through written proxy signed by an attorney. If the co-proprietorship exists in one of the LOTS, the co-Owners must designate one single representative.
27. ARTICLE VIII: VOTES. The vote of each Owner will be equal to the percentage or proportion that corresponds with the official value given to his or her LOT in this public deed of the Condominium. Required Votes: a) A unanimous vote of all Owners is required for: i) Resignation of the Condominium Property Regime, always and when the resulting units or parts do not go against other laws; ii) modification of the general destiny of the Condominium; iii) sell or lease the real property in its entirety, or transfer it in any form; iv) Change the proportional area of the LOTS in relation with the total area of the Condominium or the area of the common property; v) change any of the clauses of this public deed of the Condominium or the Regulation; vi) any other agreement that requires the total conformity of the Proprietors, in accordance with the elements of the Regulatory Law of Condominium Property or this Regulation; b) A majority of eighty five percent of the totality of the Condominium is required for the following: i) designate and remove the Administrator and/or the designated member by the owners in the Construction Committee. C) At least a number of votes that represents ninety percent of the total value of the condominium: i) change the destiny of a specific LOT, in order to approve its affect to the Condominium Property Regimen, as long as it does not compromise the solidarity, security, comfort and aesthetic elements of the Condominium; ii) renovate utilities, construct new floors or basements, excavate or authorize any one of the Owners to proceed with any of these; iii) acquiring new common property, change the destiny of the existing common property or dispose in any form, the way the common property is used; iv) authorize the leasing or renting of common property; v) approve the partial or total reconstruction of the Condominium, in conformity with the established in Article thirty seven of the Regulatory Law of Condominium Property. In the aforementioned cases, when a sole Owner represents, at least, fifty percent of the total value of the Condominium, the other fifty percent of the votes remaining in the Assembly are additionally required. d) A simple majority of votes are required for: i) approval of necessary renewals; ii) resolve any other issue included in the agenda. The resolutions of the Assembly shall be considered definitive, valid, binding and firm from the moment that they are made, even for all of those who are not present, with whom the Administrator will communicate all of the agreements made in writing. Any Owner that believes that their voting rights have not been observed properly may establish their claim within the three months following the passing of the refuted agreement, by way of the statute summary proceeding contained in the Civil Process Code.
28. ARTICLE IX: THE ADMINISTRATOR. The Administrator is named by the Owners' Assembly by way of a vote representing at least eighty five percent of the total percentage of the Condominium. The designation of the Administrator is for a term of five years and can be reelected. The Administrator has the administration of the Condominium under its responsibility. The assignment to Administrator can be given to an individual as well as to any registered company or corporation, whether they are Owners or not of the Condominium.
29. ARTICLE X: REMUNERATION OF THE ADMINISTRATOR. The Administrator shall receive an annual retribution that will be fixed by the Proprietors' Assembly, as compensation for the administrative functions of the Condominium.
30. ARTICLE XI: POWERS OF THE ADMINISTRATOR: The Administrator is the legal representative of the Condominium and has sufficient powers to represent the Condominium in all judicial and/or administrative related issues. The Administrator shall have full Powers of Attorney without limitation as to the sum, with attributes that are indicated in Article one thousand, two hundred fifty three of the Civil Code; however, authorization shall be required from the Proprietors' Assembly in order to sell, donate,

transfer or any other form obligate the real property or secure acts of the Condominium, as well as contracting loans at the condominium's name.

31. **ARTICLE XII: OBLIGATIONS OF THE ADMINISTRATOR.** The Obligations of the Administrator are as follows: a) Respect and facilitate accordance with the Regulation and the Regulatory Law of Condominium Property, to verify the infraction and proceed against the perpetrator according to its fault; b) Execute the resolutions of the Owners' Assembly; c) Summon the Owners' Assembly; d) Send to each Owner, at least five days before the date given for the annual Owners' Assembly, the annual summary of the past year and the Condominium budget and the calculus of the Condominium's monthly installments for each corresponding LOT; e) Attend the complaints submitted by the Owners; f) Resolve, if possible, all discrepancies between Owners or occupants of the LOTS; g) Make known each Owner of the Condominium Payments that are fixed by the Owners' Assembly for the payment of common expenditures and the Reserve Fund; h) Certify the payments made by each Owner to the Condominium; i) Pay the common expenditures of the Condominium with the funds paid by the Owners, also in this way pay necessary, unforeseen expenditures in order to maintain the good state and condition of security, comfort, cleanliness and decorative motif of the Condominium installations; j) Order and pay any extraordinary repair of the common areas and their services as are required, k) Inspect the Condominium and the LOTS and, at any time necessary, execute work to be done for the benefit of the Condominium; l) Maintain the Condominium in a perfect state of conservation, order and hygiene and allow for the satisfactory function of the machinery and equipment of the Condominium; m) Place internal road signs around the property and parking areas; n) Hire and fire, at its sole discretion, the personnel considered necessary for the attention of the Condominium; o) Order, direct and supervise the work of Condominium personnel and require the completion of all obligations under his responsibility; p) Carry, conserve and maintain custody of three legal books of the Condominium, which are (i) One register book in which shall be written the daily consignment of expenses that were used for common expenditures, as well as any income coming from the payments by Owners or any other source. (ii) A book of Acts in which shall be recorded all of the acts and resolutions of the Owners' Assembly. (iii) A Owners' Registry book in which shall be written the first name, last name and address of all Owners of the Condominium, as well as all changes made to this effect. It is the responsibility of the Administrator to maintain the currency of each book; q) Take custody of the property titles of the real property as well as all other documentation related to the Condominium and its relatives; r) Represent the Condominium directly or through Power of Attorney before public authority, including administrators, prosecuting attorneys, law enforcement officers, municipal authorities and/or judicial officials of Costa Rica or any foreign country, in any reclamation, action, or issue of interest of the Proprietors' or of the Condominium; s) Any other assignment appointed by the Owners' Assembly. The non-fulfillments of the functions assigned to the Administrator, previously called to the attention of said Administrator by the Assembly, shall be considered sufficient grounds for removal of said Administrator. In such case that the incompleteness of any act that is considered of such high importance that the attention of the Assembly is not required, the Assembly may proceed immediately with the removal of the Administrator. If at any time an Administrator does not exist or if it does not act or is incapacitated, any of the Owners may execute for itself, any act for the conservation and administration, without prejudice of the charge previously executed, such as time and expenses referred to in the referendum of an Certified Public Accountant
32. **ARTICLE XIII: CONSTRUCTION COMMITTEE:** A construction committee will know and resolve all aspects in connection with the present Construction Bylaws, and in general with all that is relative to the urban, architectural and building aspects of the condominium.
33. **ARTICLE XIV: CONFORMATION OF THE COMMITTEE.** The committee will be formed by three members, owners or not, that will remain in their positions for five years with options of being reelected. For the election of the Committee's members the procedure will be as follows: The Owner's Assembly will designate one member with the vote that represents at least eighty five percent of the condominium total percentage. The developing company, known as FIDEICOMISOS INMOBILIARIOS ZANI, S.A. has to designate one of the remaining members, as long as it owns at least on LOT within the condominium; having this condition completed, the appointment will continue to be done by the Owner's Assembly. On the other side, it will be duty of the engineering and architecture consulting company, known as _____, the designation of the third member, as long as the construction of the residential units is not completed in every LOT that conform the condominium' having this conditions completed, the appointment will continue to be done by the Owner's Assembly. In the case of temporary or permanent absence of any of the members, the outstanding members will appoint a substitute while the corresponding entity does not appoint the person who will fill in for the rest of the

term. The Committee must have at least one architect or engineer, duly incorporated in the Colegio Federado de Ingenieros y Arquitectos. The Owners' Assembly will agree on the amount paid to the members of the committee as remuneration. The Committee will meet ordinarily once a month, and extraordinarily when summoned by any of the members through circular letter at least five days prior to the meeting. The Committee will have a book in which the corresponding minutes of their meetings will be entered, indicating the time and place of the meeting, name of the attendants, details of the agreements and counting of votes. Any of the members may request that his discrepancy vote and reasons for it be entered as an entry. The minute must be signed by the present members; in order for the meeting to be considered valid, besides the corresponding summon, a quorum of two members is required as a minimum.

34. **ARTICLE XV: FUNCTIONS.** Besides the functions and obligations indicated in the Construction Bylaws, the Committee must: a) secure that the constructions realized in the LOTS are in accordance as a whole with the regulations of the Instituto Nacional de Vivienda y Urbanismo, the surveys and designs of the Condominium and Regulation. b) To report any infraction or irregularity and pursue, through the Administrator, the corresponding legal actions against the Owners that disobey the said dispositions' c) Prior to any construction process, reviewing the surveys in order to give approval to those. d) To propose enhancements and constructions in the common areas for benefit of all the Owners. e) Any other assigned by the Owner's Assembly.
35. **CHAPTER THREE: CONSTRUCTION REGULATION.**
36. **ARTICLE I: REGULATIONS FOR URBAN DEVELOPMENT.** The Condominium, in its totality and in the LOTS as individual units, include as part of this Regulation, all dispositions and limitations included in the urban development laws of the National Institute of Housing and Urban Development, the approved plans of the Condominium and this Construction Regulation.
37. **ARTICLE II: TYPE OF CONDOMINIUM.** The Commission shall allow for the Condominium's destiny to the indicated use in the infrastructure plans of "SAMASATI." in such a way that the construction edified in each of the LOTS must be necessarily apt to comply with the indicated use in the infrastructure plan. The affectation of one LOT to the Condominium Property Regimen, without losing its original condition because of such affect, shall possibly, barring said Condominium accords with the Law, the incorporation bylaws and the established requirements in the Construction Regulation of the condominium "ECOPROYECTO SAMARCANDA".
38. **ARTICLE III: MINIMUM AREA, CONSTRUCTION AREAS AND MAXIMUM COVERAGE.** The minimum area for the LOTS is that of four hundred fifty square meters' however, this area will be applied only for the condominium incorporation purposes, and therefore the owners of LOTS with bigger areas, will not be able to segregate those properties into new LOTS with areas of less than four hundred and fifty square meters. The maximum area of coverage of the construction pad of a construction in the LOTS will be two hundred square meters. Accesses, sidewalks, paved entries and parking spaces are excluded. The minimum area of coverage is that of fifty square meters. The maximum building height will not exceed eight meters height. Only the building of a construction will be permitted for every LOT.
39. **ARTICLE IV: MINIMUM RETREAT.** Minimum frontal retreat shall be in observance municipal dispositions.
40. **ARTICLE V: PERMITS.** a) In order for the construction or reparation of any LOT of the Condominium to take place, as well as the affectation it may have on the Condominium Property Regimen, the Owners must first submit the construction surveys to the Construction Committee. The Committee has the power to accept, modify and/or reject such surveys if they do not comply with the dispositions contained herein. b) Before presenting construction permits to corresponding governmental bodies, the surveys must have the approval of the Construction Committee. c) No construction, repair or affectation to the Condominium Property Regimen can be initiated without corresponding approval and permission set forth by different governmental institutions. These must be presented to the Administrator for authorization in order to proceed with the project.
41. **ARTICLE VI: CONSTRUCTION, MODIFICATION AND REPAIRS.** a) All Owners must commit to construct the access to the real estate properties in the manner pointed out or approved by the Construction Committee. b) The Owners may not change or modify the façades of the construction, access ways and circulation areas that have been approved, nor may they decorate the exteriors of the different edifications without the previous authorization of the Administration. c) No Owners may modify or alter the common condominium's areas, without prior approval by the Committee. d) All Owners will be obligated to repair or change, at its own cost, all things that, in any form, can cause damage, prejudice or make uncomfortable any other Owner of the Condominium. f) No Owner will have the ability to make

changes which could impair the visibility of the coast of any other Owner; neither with vegetation nor works. In order to make the necessary adjustments, they shall grant a prudent term of thirty days from the moment in which such an obligation is relayed in writing, and if not completed, the Condominium shall make the changes of do the work and, in turn, charge to the Owner, all costs plus thirty percent, without prejudice of the actions that can of what can be brought against the responsible in virtue of the damages caused by omission or negligence. g) Each LOT must implement a septic tank that complies with the norms of the Ministry of Health, and must carry full responsibility for the tank's proper function and adequate maintenance. h) The patios or tended areas may not be visible from common areas or from other LOTS because it is prohibited to place out to dry objects that are visible in said form.

42. ARTICLE VII: CONSTRUCTION PROCESS. I. Aspects that must be completed during and before the start of construction: a) The Owner must give notice of three months before the estimated start of construction. b) The Owner must make known to the construction company that, by contract, its responsibility to maintain cleanliness in the public areas with regards to construction materials, concrete mixing, and that it must facilitate the reparation of any damage occurring to said areas during construction. c) Prior to the initiation of construction or repairs, the following must be submitted to the Construction Committee: (i) Copy of the construction's permit; (ii) The contract signed by the constructing company, specifying term, obligatory insurances and other requirements that said companies must comply with; (iii) Letter of the constructing company where they accept the responsibility for damages caused in the public and common areas, as specified in point b); (iv) Statement of the constructing company of acceptance and knowledge of each one of the dispositions established in the Regulation for Construction of the Condominium, rendering the respective guarantee. II. Obligations by the constructing companies: a) To register the name and personal identification number of the engineers in chard of the construction, as well as the company's employees. b) Immediately notify to the Condominium's Administration of personnel changes. c) Report the working schedule followed in the security post, that in any case must be fixed from Monday to Saturday between the hours of six a.m. and five p.m. d) The personnel must identify themselves in the security post when entering the Condominium, and the personnel lists of every company must be kept up to date in the security post. e) To comply with the schedule established by the Construction Committee for the entrance and exit of materials as well as construction machinery, actions that must be reported in the security post, also the number of house where the delivery is going to be made has to be pointed out. f) The constructing materials and wastes must be stored inside the corresponding property and the trespassing of neighboring properties or common zones will not be permitted. g) The residual construction materials must be retired on a regular basis, for no motive the accumulation of the aforementioned in any property will be permitted, during the construction process. h) The storage rooms of such materials must be constructed according the specifications issued by the Construction Committee. i) The construction area must be outlined with an approved fence, in order to avoid the circulation of personnel through places not belonging to the construction site, as well as the easy spread of garbage.
43. ARTICLE VIII: FINISHING MATERIAL. The finishing material of each of the edifications that is constructed in any LOT must be similar or better than those already existing, the Owner must request the authorization of the Administrator of the Condominium, which reserves the right to reject the type of finishing material in order to maintain the harmony and uniformity of the Condominium.
44. ARTICLE IX: FAÇADES. a) The exterior paint of the edifications must be of natural colors, meaning bone white, papaya, cantaloupe, and wood. b) If the Owner wishes to paint using a different color, he must request the authorization of the Administration, who reserves the right to reject any color of façade, in order to maintain the harmony and uniformity of the Condominium. c) The roofs of every construction must be colored red.
45. ARTICLE X: WALLS AND GATES OF PARAMETRICAL DIVISIONS. Walls are not permitted with the exception of divisor walls that must be made of wood covered with *hibiscus*. The maximum height shall be one meter.
46. ARTICLE XI: LIGHTING AND ELECTRICAL LINES. a) The internal lighting of the LOTS must not emit excessive brightness or darkness, nor should they direct light to neighboring properties, including the common zones. b) If external lighting is required, the Construction Committee must approve it. c) The electrical and telephone lines will derive from the main electricity poles to the construction on the lot. All cables may be installed underground. Aerial cables are prohibited. d) Outside the houses, a maximum of two light poles or lamps may be installed. e) A maximum of eight garden lamps may be installed within each LOT.

47. ARTICLE XII: ACCESS ROAD AND SIDEWALKS: All access roads must be made out of stone and the sidewalks of cement painted red.