

-- -RIGHTS AND OBLIGATIONS OF THE HOMEOWNERS, OCCUPANTS AND RELATED DUES. -----

-- -Article 7. "Rights of the Homeowners, Occupants and/or Guests" -----

-- -7.1. " The Homeowners, Occupants and/or Guests" Will use and enjoy the Private Areas exclusively for Residential purposes in agreement of all Applicable Dispositions, the Regulations and Rules, without affecting the rights of other Homeowners and Occupants, subject to the Dispositions addressed by the Use Restrictions at Article 18. The Homeowners, Occupants, Visitors and/or Guests are allowed to freely use and enjoy the Common Areas of the Touristic Residential Development "MARAVIA", without breaking or altering Applicable Dispositions and Rules of the present Regulations. When a visitor is unknown or not invited by a Homeowner, and said visitor alters the harmony and tranquility of the Development, as well as infringing the Regulations, it may well be expelled from the Development, having explained the faulty actions incurred, if once again the situation occurs, the visitor will be again expelled and definitely denied access. -----

-- -7.2. In accordance to Applicable Dispositions, the Rights of the Homeowners reference the Common Areas are inseparable from the rights of a private or exclusive area, therefore as a consequence they are governed by the obligations set forth through the Applicable Dispositions, despite the fact that the Homeowners may forfeit or abandon their rights to use any common area. -

-- -7.3. The Homeowners will not be allowed to carry out improvements within the boundaries of their Residence without having obtained previous authorization from the Architectural Committee, as per the content of Articles 11 and 12. -----

-- -7.4. The rights related to the Co-owned Common Areas of each of the Homeowners, are linked and subject to their related interests to be the owner of a private area, establishing the use of such areas through the agreements,

conditions, restrictions and other dispositions contained at the present Regulations, including but not limited to, the power of the Administration Board to establish Rules related to the use of the Common Areas. -----

--7.5. The Homeowners are allowed to transfer their right to use and enjoy their Private Areas and Common Areas to Occupants, Visitors and/or Guests, allowing them to reside on their Private Areas, in compliance with Applicable Dispositions and Regulations. Each Homeowner will be responsible before the Condominium Regime for the Touristic Residential Development MARAVIA for any damage that may occur to the elements of the Common Areas, as a result of a negligent or misconduct behavior of said Homeowner, Visitors and/or Guests. The Administration nor the Condominium Regime for the Touristic Residential Development MARAVIA, are responsible for accidents occurred within the private property and/or common areas, all risks are the responsibility of the Homeowners. -----

--7.6. "Rights to have Pets" The Homeowners have the right to have Pets within their Private Areas, having obtained the previous written authorization from the Administration, where establishing the related obligations and inherent attentions that are required for this matter. -----

--Article 8. "Obligations of the Homeowners, Occupants, Visitors and/or Guests" -----

--8.1. The Homeowners are allowed to lease, sale, mortgage or lien their residences or the related rights, as long as such procedures are in agreement with the limitations and conditions set forth within the Applicable Dispositions, the present Regulations, Rules and any further dispositions established by the Administration Board through the Administrator or the Homeowners Association. -----

--8.2. The Homeowners, Occupants, Visitors and/or Guests, will use the Private Areas, Common Areas and parking of the Condominium Regime for the

Touristic Residential Development MARAVIA, in an orderly and morally adequate manner, in accordance to normal behavior and accepted costumes, as well as with the use restrictions stated on Article 18. -----

-- -8.3.The Private Areas, Common Areas and parking, will be used in accordance to the Applicable Dispositions, Regulations and Rules established by the Administration Board, therefore, it is forbidden to carry out activities within the above premises, that affect the rights of use and enjoyment of other Homeowners, Occupants, Visitors and/or Guests , or any other activities that threatens the cleanness, tranquility, prestige or esthetics of the Condominium Regime for the Touristic Residential Development “MARAVIA”. -----

-- -8.4.Each Homeowner will be responsible for the payment of taxes and fulfillment of obligations generated as a result of the sale or lease of a Residence, under the understanding that, the Homeowners are only allowed to lease their Residence in compliance wit the related rules established by the Administration Board, which obliges the new occupant to sign the present regulations. -----

-- -8.5. “About Pets” It will be the obligation of the Homeowner, to control and restrain with a leash at all times their pets that are outside the residence. The Homeowner will be obliged to pick up and clean any dregs, and will be responsible for damages caused to Common or Private Areas, which is penalized with the related Sanction Fee, as per the content of Article 10.9, index d from the present Regulations. -----

-- In the event that the Administration believes that a pet is a nuisance or harmful, a written notice will be delivered to the owner, whereby informing the necessary remedies for such case. -----

-- -Article 9. “Shared Occupation of Private Areas” -----

-- -9.1.In case the title or ownership of a residence is shared between two or more Homeowners, the agreement or Public Deed which contains the

acquisition contract of the private area may establish the way that said Homeowners will exert their rights related to the Residence through a common representative, under the understanding that their rights are subject at all times to the present Regulations, Applicable Dispositions, Rules or resolutions established by the Architectural Committee, the Administrator or the Homeowners Association. -----

--9.2. The legal representative of the Homeowners, amongst other things, will be responsible on behalf of the rest of the Homeowners, to execute payments to cover any Dues or fees. -----

--9.3. The appointment of a common representative must be notified in writing to the Administrator, Surveillance Committee and Architectural Committee, within the following 30 days upon the signature of an agreement or Public Deed, document that contains the acquisition terms of the Residence. -----

--Article 10. "Dues" -----

--When the Homeowners acquire rights over a Residence, they must contribute through the homeowners dues to maintain the Common Areas, create a reserve fund or other funds determined by the Homeowners Assembly and the Administrator. -----

--10.2. The ordinary monthly dues to be paid by the Homeowners will be an amount of \$95.00 USD (ninety five dollars). Which will be valid for a year since the present regulations are approved, same which the Homeowners Association will modify after its expiration. The Homeowners failing to pay their dues, will not be allowed to vote at the Homeowners Assembly and will be charged with a late payment interest of 10% per month over the principal, until it is completely paid. The Administrator will be allowed to suspend any service that is paid with the homeowners dues, when a Homeowner fails to pay two consecutive Dues. -----

--10.3. "Ordinary Dues" To be determined by the Homeowners Assembly, to

cover the costs related to the Administration, Maintenance of the Development and Common Areas, with the objective of promoting recreation, health, security, wellbeing and integrity within the Homeowners, Occupants, visitors and guests, which increases the quality of life offered by the Development, as well as the value of the land. -----

- - -10.4. Based on a budget prepared by the Administrator, in accordance to Article 14.2, the Homeowners Assembly will determine the annual Ordinary Dues to be paid by the Homeowners, as per the content of the present Regulations. -----

- - -10.5. The budget prepared by the Administrator, in accordance to Article 14.2, must contain the total Dues to be covered each fiscal year. Said budget will establish the Amount of Total Dues, which will be divided between all the Homeowners to determine a monthly ordinary due. As per the present Regulations, the Homeowners assembly will determine the amount of dues to be paid by each Homeowner. Therefore, each Homeowner will have the obligation to pay to the Administrator the Ordinary Dues per month, as determined by the Homeowners Association. The Dues will be payable and claimable upon the date set out by the Administration Board through written notice delivered to the Homeowners. In case that the Administration Board determines that the amount Budgeted to cover the Ordinary and Special Dues for the fiscal year, is not adequate to cover the expenses of the Condominium Regime for the Touristic Residential Development MARAVIA, an immediate calculation will be carried out to determine the approximate amount to rectify, executing a further budget for the approximate expenses and the amount of Ordinary and Special Dues to be covered by each Homeowner upon the established collection date. The Homeowners must approve the payment of said Dues as per the new corrected budget. -----

- - -10.6. "Special Dues" Refers to those established by the "AFFIANT" for the

maintenance of the Common Areas of the Condominium Regime for the  
Touristic Residential Development MARAVIA. -----

-- 10.7. "Improvement Dues" Refers to those determined by the Homeowners  
Assembly together with the Administrator during any year, which are only  
applicable for such calendar year, with the objective of covering in full or in part  
the cost of any fee or reposition (with the exception of destroyed items) as  
established by Article 17 in relation to any improvement, installations or  
equipment from the Common Areas. Said Improvement Dues will be distributed  
between the Homeowners in the same way of distribution of the Ordinary and  
Special Dues. All amounts received as improvement dues are only allowed to  
be used for improvements, and will be deposited with the Administrator at a  
separate bank account. Said funds should not be mixed with the Ordinary and  
Special Dues. -----

-- 10.8. "Service Dues" Refers to those determined by the Homeowners  
Assembly or the Administration Board to cover special services, such as cable  
or video rental, same which will have to be paid by each Homeowner that is a  
member of such services. The Service Dues are claimable to the Homeowners  
since the first day of the following month after subscribing to the service, and  
will be applicable until the first day of the following month after the cancelation  
of the service, either cancelled upon desire of the homeowner or the  
Administrator, this has to be notified in writing to the Administrator. -----

-- 10.9. "Sanction Dues" Refers to those established by the Administrator or the  
Homeowners with the objective of reimbursing the Condominium Regime for  
the Touristic Residential Development "MARAVIA" and/or the Administrator, as  
per the following scenarios: -----

a) For failure to comply and violation of the dispositions of the present  
Regulations and/or Rules, in case a penalty is not already established, the  
following sanctions will be applied: -----

- - -The First failure to comply or violation leads to a written warning letter. - - - -

- - -The Second failure or violation, identical or similar to the precedent, is punished by a sanction of \$25 USD (Twenty Five Dollars of the United States of America), the payment can be executed in Dollars of the United States of America, or in Pesos by using the currency exchange rate in place at the time of the currency purchase. - - - - -

- - -The Third failure or violation, identical or similar to the precedent, is punished by a sanction of \$50 USD (Fifty Dollars of the United States of America), the payment can be executed in Dollars of the United States of America, or in Pesos by using the currency exchange rate in place at the time of the currency purchase. - - - - -

- - -The Fourth failure or violation, identical or similar to the precedent, is punished by a sanction of \$100 USD (One Hundred Dollars of the United States of America), the payment can be executed in Dollars of the United States of America, or in Pesos by using the currency exchange rate in place at the time of the currency purchase. - - - - -

b) As the means to reimburse the Administrator or the Condominium Regime for the Touristic Residential Development “MARAVIA” reference all expenses and costs incurred for the repair of any damage caused by Homeowners or Occupants to the Common Areas of the Touristic Residential Development “MARAVIA”, for removing debris or garbage resulting from a construction or improvement made to a Residence, as per the content of Article 17.5. - - - - -

c) As the means to oblige the Homeowners to comply with the dispositions contained at the present Regulations and Rules, encumbrances can be palced over their Residence. - - - - -

d) Sanctions related to Pets and failure to comply, as a result of the violation of Article 7.6 and Article 8.5. from the present Regulations, the following Sanctions will be applied: - - - - -



why this was not considered within the Budget carried out in agreement with Article 14.2. Said notice will be distributed between the Homeowners, together with the related notice of dues as per the emergency situation.-----

--In the case of Extraordinary Dues determined by the Administrator, without the previous approval of the Homeowners Association as per the content of Article 12.2., said dues should not exceed 10% of the budget approved in terms of Article 14.2., unless it is required to mitigate or prevent imminent danger and substantial damages to the estates, individuals, or reconstructing in terms of Article 17.-----