

CONDOMINIUM AND ADMINISTRATION REGULATIONS

TRAPANI ISLAND CONDOMINIUM

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OF THE GENERAL PROVISIONS

Article 1.- For the purposes of this regulation it is understood as: I.

Law: the “LAW THAT REGULATES THE PROPERTY REGIME IN CONDOMINIUM REAL ESTATE FOR THE STATE OF NAYARIT”, published in the Third Section of the Official Newspaper of the State of Nayarit on Wednesday, June 12, 2002, by Decree Number 8432.

II. Condominium: A group of homes in the property that can be used independently due to having their own exit to a common element of the property or to a public road will be called a condominium, and which may belong to different owners, who will have a singular and exclusive right of ownership. over its exclusive property unit and, in addition, a right of co-ownership over the common elements and parts of the property, necessary for its proper use or enjoyment;

- III. Condominium: It is the physical or legal person who is the owner and legitimate possessor of one or more portions of a condominium;
- IV. Exclusive Property: Assets for the exclusive use of each of the condominium owners;
- V. Common Use Assets: These are those that belong jointly to the condominium owners and their use is regulated by the articles of incorporation or by the Condominium and Administration Regulations;
- SAW. Assembly: Meeting of condominium owners held upon prior call, to propose, discuss and, where appropriate, resolve matters of common interest to the condominium owners;
- VII. Regulations: The Condominium and Administration Regulations, which is the legal instrument that complements and specifies the provisions of the Law and the Articles of Incorporation, according to the characteristics of the condominium;
- VIII. Exclusive Property Unit: It is the apartment or house and the corresponding annexes over which the condominium owner has a right of ownership and exclusive use.

Article 2.- The provisions of the law are of public order and social interest and are intended to regulate the constitution, modification, organization, operation, administration and termination of the condominium property regime, in its vertical, horizontal and mixed form, as well as such as the rights and obligations of condominium owners.

Article 3.- The constitutive deed of the condominium regime must stipulate the characteristics and conditions for the organization and social functioning of the condominium. The supreme body of the Isla Trapani condominium is the General Assembly of Condominium Owners and will represent all of the owners.

OF THE ASSEMBLIES

Article 4.- The assemblies may be:

- 1. Ordinary, which will be held every six months, with the purpose of informing the state of the administration of the condominium, as well as dealing with matters concerning it; and
- II. Extraordinary meetings, which may be held at any time, when a decision is required from the condominium owners under the terms of this regulation due to any of the following hypotheses:
 - a) To approve the modification to the constitutive deed of the condominium regime or its regulation;
 - b) To approve the voluntary extinction of the condominium regime; c) To approve the execution of new works;
 - d) To agree on what is appropriate in the event of destruction, demolition, ruin or reconstruction;
 - e) When there are urgent matters to attend to.

Article 5.- General assemblies will be governed by the following provisions: I. They will be chaired by the person or persons who called it and in the absence of this, by whoever the assembly designates. They will have a secretary and tellers designated by the same who will make the declaration that the assembly is legally installed;

- II. The resolutions of the assembly will be taken by a simple majority of votes present, except in cases where this law, the articles of incorporation or the regulations establish a special majority; III. Each condominium owner will have a number of votes equal to the undivided percentage that his or her exclusive ownership unit represents in the total value of the condominium established in the constitutive deed;
- IV. In the event that a condominium owner is a co-owner of his or her housing unit with one or more people, they must appoint a common representative for voting purposes.
- V. Voting will be personal, nominal and direct. The regulations may authorize representation, but in no case may a single person represent more than two condominium owners, with a simple power of attorney signed by two witnesses. In no case may the administrator represent a condominium owner at meetings;

- SAW. When a condominium owner is appointed administrator or member of the Surveillance Committee, he must prove that he is up to date with his maintenance and administration fees and reserve fees;
- VII. The secretary of the assembly must record the minutes of the meeting in the book of minutes that the assembly has authorized for this purpose, adding the list and signature of attendance of the owners who attend. The letters of power will be attached to the attendance list. granted by the condominium owners who are represented in this way. The minutes, for their part, will be signed by the president and the secretary, by the members of the Surveillance Committee who attend and the condominium owners who request it;
- VIII. If for any reason or cause all the matters contained in the agenda cannot be discussed, the president may suspend the assembly and continue it on the day and time determined by the majority of votes of those present. At the subsequent meeting, only the matters that remain pending will be discussed and no new call will be required, declaring itself legally installed with the existing owners.
- IX. The administrator will always have the minute book in view of the condominium owners and will inform each one in writing or by electronic means of the resolutions adopted by the assembly. The resulting document must be notarized before a notary public in any of the following hypotheses: a) When the constitutive deed of the condominium is modified. In this case, it will also be registered in the Public Property Registry; either b) When the condominium regulations are modified.

Article 6.- The calls to hold general assemblies will be made in accordance with the following provisions: I. The call must

- indicate the type of assembly in question, the place where it will be held within the condominium, or, where appropriate, the established by the regulations, as well as the date and time in which it will be held, including the agenda and who convenes;
- II. The condominium owners or their representatives will be notified by delivering the respective notice to the exclusive property unit or by electronic means. In addition, the convener will place the call in one or more visible places in the condominium or in those established in the regulations;
- III. The following may call an assembly in accordance with the provisions of the Law: a) The administrator; b) The Surveillance Committee; either c) At least 25% of the total condominium owners. d) When the assembly is held by virtue of the first call, an attendance of 75% of the condominium owners will be required, when it is held in the second call the quorum will be made up of the simple majority of the total condominium owners. In the case of a third call, the assembly will be declared legally established with the condominium owners who attend and the resolutions will be made by the majority of those present. The determinations adopted by the assemblies in the terms of the Law, the regulations and the other applicable legal provisions are binding on all condominium owners, including those who are absent and dissidents. The calls to hold assemblies will be notified eight calendar days in advance of the date of the first call. Between the second call and the holding of the respective assembly, the minimum period will be half an hour and between the third call and its holding, the same period will exist. The call must indicate the place, day and time for its holding, stating the agenda, and must be set in various places in the condominium and must be held in the condominium.
- IV. The assembly will deal exclusively with the matters stated in the order of the day, which is invariably inserted in the respective call.
- V. In cases of extreme urgency, established in the regulations, calls for assembly will be made as early as circumstances require, remaining subject to the provisions of the Law and the regulations;
- SAW. When, due to the importance of the matter(s) to be discussed at the assembly, it is considered necessary, the administrator or at least 25% of the condominium owners may request the presence of a notary public;
- VII. In the case of the extraordinary general assemblies indicated in article 25 of the Law, the rules for establishing a quorum and voting will be subject to the provisions determined in each case by the corresponding articles thereof.
- VIII. Any modification to the constitutive deed of the condominium regime and its regulations will be agreed upon in an extraordinary general assembly, in which they must vote. at least the simple majority of the condominium owners and their resolutions will require

its obligation, of a minimum of votes that represent the simple majority of the total number of condominium owners.

- IX. The Surveillance Committee may call a meeting of condominium owners when, at its request, the administrator does not do so within the following three days.
Likewise, when it is necessary to inform the assembly of the irregularities that the administrator has incurred with notification to him, so that he can attend the relative assembly.

OF THE POWERS OF THE GENERAL ASSEMBLY

Article 7.- The general assembly will have the following powers and obligations: I.

Modify the constitutive deed of the condominium regime and approve or reform its regulations;

II. Freely appoint and remove the administrator or administrators, in the terms of this law, the articles of incorporation and the regulations; III. Set the remuneration relative to

the administrator, as well as decide on the type and amount of the guarantee that the administrator must grant regarding the faithful performance of his mission, and the management of the funds in his care;

IV. Specify the obligations and powers of the administrator vis-à-vis third parties and those necessary with respect to the condominium owners, in accordance with the articles of incorporation and the regulations;

V. Establish the fees payable by the condominium owners, determining the collection system or scheme that is considered most appropriate and efficient according to the characteristics of the condominium. As well as setting the default rates that the condominium owners must cover in the event of non-payment of fees. And establish the way to guarantee their payment with bail or any other legal means;

SAW. Appoint and remove the Oversight Committee;

VII. Examine and, where appropriate, approve the account statements submitted by the administrator for its consideration, as well as the annual activity report submitted by the Surveillance Committee;

VIII. Discuss and, where appropriate, approve the expense budget for the following year; IX.

Instruct the Surveillance Committee or whoever is designated to proceed before the competent authorities when the administrator or administrators violate the Law, regulations, articles of incorporation and any applicable legal provisions;

X. Instruct the administrator to ensure the care and surveillance of the common goods and services of the condominium;

XI. Adopt appropriate measures on matters of common interest that are not included within the functions conferred on the administrator; and XII. The others conferred by this law, the regulations, the articles of incorporation, and other applicable provisions.

Article 8.- The condominium owners' right to vote will be suspended, always retaining the right to speak, prior notification to the interested party so that they can express what is appropriate for their right and the approval of the general assembly, in the following cases: I. For failure to pay two or more installments for the maintenance and administration fund and the reserve fund; II.

For non-payment of two or more extraordinary installments according to the deadlines established;

III. For non-payment of sanctions applied for non-compliance with this regulation; and IV. When by court ruling or duly enforceable administrative award, the payment of damages in favor of the condominium has been ordered and this has not been covered.

In these cases, the condominium owners will not be considered for the installation quorum of the assembly.

APPOINTMENT AND POWERS OF THE ADMINISTRATOR

Article 9.- The condominium will be managed by the physical or legal person designated by the condominium assembly.

Article 10.- To perform the position of administrator, the following requirements must be met: I. In the case of a natural person and being a co-owner, they must prove that they have covered their dues;

- II. In the case of a natural person outside the condominium or legal entity, they must prove experience in condominium administration in the opinion of the assembly, and grant the guarantee established by the assembly; and
- III. Not having been convicted by an enforceable sentence for the commission of property crimes or crimes related to the administration of other people's property.

Article 11.- When the General Assembly decides to hire professional services for its administration, the Surveillance Committee must enter into the corresponding contract in accordance with the applicable law.

Article 12.- The administrator, when he is not a co-owner, will have a period of no more than thirty calendar days, from the signing of the contract, to deliver the corresponding deposit to the Surveillance Committee.

Since the administrator is a condominium owner, his position will be for one year, and his re-election will be possible only for one more consecutive period. He may be subsequently elected in other non-consecutive periods.

Article 13.- It will be the responsibility of the administrator to:

- I. Keep, duly authorized by a notary public of the municipality where the condominium is located, a book of minutes of the assemblies and a record book of the creditors who declare, within the first month of the constitution of the credits or in January of each year, their decision to attend the assemblies. In this register, the agreement of the creditor and debtor will be noted on the balances pending to be covered and in case of discrepancy or refusal of the debtor to express his will, the balances determined by the Surveillance Committee will be recorded, indicating the proportion corresponding to the creditor and to the debtor, regarding the votes attributed to the home in question; For the voting purposes provided for in this section, these registrations will only be valid for the quarter in which they are made, of which the administrator will issue proof to the interested creditor.

- II. Take care and monitor the condominium assets and common services, promoting the integration, organization and development of the community.
- III. Keep and preserve the books and documentation related to the condominium, which must at all times be available to the condominium owners and registered creditors for consultation;
- IV. Carry out all acts of administration and conservation of the condominium;
- V. Attend to the operation and maintenance of general facilities and services;
- SAW. Execute the agreements of the assembly;
- VII. Collect from the condominium owners the fee that each one must contribute for the maintenance and administration, and reserve funds;
- VIII. Carry out the maintenance and administration expenses of the condominium from the corresponding fund, in the terms of the regulations;
- IX. Grant a receipt to each of the condominium owners for the amounts they have contributed in the previous month for the maintenance and administration funds, and reserve, said receipts will express, where appropriate, the balances in charge of each condominium owner;
- X. Deliver monthly to each condominium, by electronic means, a statement that includes: a) Detailed relationship of the expenses of the previous month made charged to the maintenance and administration fund; b) Consolidated statement showing the amounts of contributions and fees pending to be covered; The administrator will have at the disposal of the condominium owners who wish to consult it, a list of the same that shows the amounts that each one contributed to the maintenance and administration funds, and reserve, with an expression of balances of notes pending to be covered; and c) Balance of the maintenance and administration fund, and purposes for which it will be allocated in the subsequent month or, where applicable, amount and list of debts to be covered. d) The condominium owner will have a period of five days from the date of delivery of said documentation, to formulate the observations or objections that he considers pertinent in writing at the official address of the condominium; after said period, it will be considered that it agrees with it, subject to approval by the assembly;
- XI. Call an assembly, with the anticipation indicated in these regulations to the date on which it is intended to be held, indicating the place within the condominium or the one established in the regulations, as well as the time at which it must be held, including the agenda. ; co-owners and registered creditors or their representatives
They will be notified in the place that they have indicated for this purpose, by means of a written note.

In addition to sending the previous note, the administrator will place the call in one or more visible places in the condominium.
In case of urgency, an assembly will be called, with the advance notice that the circumstances determine;

XII. Demand the responsibility incurred by condominium owners for violation of the provisions of this regulation and article 17 of the law, applying the corresponding sanctions; and

XIII. Comply with the obligations inherent to their position and monitor due observance of the law, the articles of incorporation, the regulations, the agreements of the assembly, the Surveillance Committee and other applicable legal provisions.

Article 14.- When the condominium owners' assembly appoints a new administration, the outgoing administration must deliver, within a period not exceeding seven calendar days from the day of the appointment, all documents including account statements, securities, furniture, real estate and other assets that he had under his protection and responsibility; Such delivery may only be postponed by judicial resolution. To record the delivery - receipt, a detailed record of the same must be prepared before a notary public or two witnesses.

Article 15.- All general and particular matters must be raised privately to the Administrator so that the administrator in turn communicates them to both Committees (the association and the surveillance committee) and, depending on the magnitude and amount, resolves them. , and/or in a collegiate manner, the time and manner of resolving them is determined by those responsible, and discretionary management is strictly prohibited.

uninformed, distorted, not supported by information, that only generates misunderstandings, misinterpretations and that instead of solving it complicates, promoting unnecessary conflicts that generate loss of peace, harmony and cordiality, when what is concerned is having a healthy coexistence within a context of strong principles and values among all condominium owners, with education, respect, empathy and tolerance

OF THE SURVEILLANCE COMMITTEE

Article 16.- The condominium must have a Surveillance Committee as its representative, elected by the assembly of owners and made up of two or up to five condominium owners, depending on the number of exclusively owned units, designating from among them a president and members, same ones who will act in a collegiate manner

Article 17.- The appointment of the members of the Surveillance Committee will be for one year, serving on an honorary basis. None of its members may be re-elected for a consecutive period.

Article 18.- The Surveillance Committee will have the following functions and obligations: I. Ensure that the administrator complies with the agreements of the general assembly, as well as the other duties imposed by the law, the articles of incorporation and the regulations; II. Verify the account statements that the administrator must present to the assembly; III. Verify the investments of maintenance and administration funds, and booking;
IV. Report to the assembly your observations on the administration of the condominium;
V. Inform the assembly about the non-compliance with the obligations of the condominium owners with which the administrator reports; SAW. Assist with the administrator by making observations to the condominium owners regarding compliance with their obligations; VII. Call a meeting of condominium owners when required, the administrator does not do so within the following three days; VIII. Inform the assembly of the irregularities that the administrator has incurred, with notification to him to appear before the assembly; and IX. The others that derive from the law, the writing and this regulation.

Article 19.- Non-compliance with the obligations established in their charge contained in the regulations and those derived from the law will be cause for revocation of the position.

Article 20.- It will be the obligation of all condominium owners to actively participate with a position in the Surveillance Committee at the appropriate time, with the purpose of being a participant in the obligations of the condominium.

OF LEGAL REPRESENTATION

Article 21.- The assembly of condominium owners is vested with all the powers established in the first three paragraphs of article 1926 of the civil code of the state of Nayarit and its correlative 2554 of the federal civil code, applicable in federal matters, throughout the republic. , being able to appoint special or general representatives and revoke them and with all kinds of special and general powers.

Article 22.- The Surveillance Committee will be vested with the powers provided for in the first and second paragraphs of article 1926 of the civil code of the state of Nayarit, and may also appoint and revoke general or special representatives with all the powers required in accordance with the law.

Article 23.- The administrator will have the powers of general representative for lawsuits and collections and to execute acts of administration, also in the terms of the first and second paragraphs of article 1926 of the civil code of the state of Nayarit, and therefore will have all the general powers and those that will require a special clause in accordance with the powers granted by the assembly, in the terms of article 9 of the general law of titles and credit operations and therefore, it may draw, endorse, subscribe, guarantee and negotiate checks and credit titles only insofar as they refer to his assignment as administrator, and he must report everything he signs to the Surveillance Committee or the general assembly. The granting of other special powers, and those that require special clauses, will require agreement from the assembly with a majority of 51% fifty-one percent of votes, in the terms of the law.

OF THE HERITAGE:

Article 24.- The condominium will have at least one maintenance and administration fund, the maintenance and administration fund is with which all expenses that must be covered by the condominium owners are paid, with regard to maintenance and conservation of the condominium. condominium, as well as the payment of taxes and duties that correspond to the housing nucleus, with respect to its areas common.

Article 25.- The condominium may additionally create a reserve fund, which is one that is created to cover any unforeseen eventuality or for the replacement of equipment or machinery, painting of the condominium and in general for all those expenses that are not specified or They form part of the maintenance and administration fund and as long as it is not available, it must be invested in fixed income securities, redeemable on demand.

Article 26.- The owners will pay the fees they are responsible for in national currency, monthly without prior collection or requirement in the offices or designated place of the condominium, which may be by bank transfer to the account expressly established for such purposes by the condominium assembly.

Article 27.- In the event that the owners do not pay the fees they are responsible for within the first 15 days of each month or within the same period as the date set if it is an extraordinary fee, the amount will incur the interest established in this regulations in the Sanctions section, said interest will be computed from the date on which the default was incurred. In addition to covering the indicated interest fee, as a sanction for late payment of their fees, the administrator will publish a bulletin with the name of the delinquent condominium owners.

Article 28.- The maintenance and administration and reserve funds, as well as any other extraordinary fee, must be made in accordance with the provisions of this regulation and in the event that this obligation is not fulfilled apart from causing the interest established in this regulation, will entail execution in the civil executive route, serving as the founding document of this action, the statement of liquidation and debts and interests, said statement must be signed by the administrator and the president of the Surveillance Committee or whoever replaces him, accompanying the receipts pending payment as well

as a copy of the minutes of the assembly or the condominium regulations in which the fees payable by the condominium owners for said funds of that action have been determined, it can only be exercised when there are three receipts pending payment and the provisions of the code of civil procedures are observed. of the state.

OF EXPENSES, TAX OBLIGATIONS AND DISPUTES.

Article 29.- The condominium owner who suddenly fails to comply with his obligations, in addition to being responsible for the damages and losses he causes to others, in accordance with the provisions of articles 36 and 37 of the law, may be sued by the termination of the contract or to be forced to sell their rights, even at public auction, respecting the right to the payment, in favor of the tenant, if any, or the other condominium owners, in that order, in the terms of the administration regulations of the condominium. The exercise of these actions will be resolved in the minutes of the extraordinary assembly that agrees on the measure, which to be valid must be taken by more than half of the total number of condominium owners.

Article 30.- If the person who does not comply with his obligations is a non-owner occupant, he will be sued for vacating the housing unit by the administrator, with prior consent from the condominium owner. If he objects, proceedings will be taken against both, in terms of the previous article.

Article 31.- The following are common expenses, among others: a).

Conservation and replacement expenses of any nature that the various parts of the common property of the property merit.

b).Salaries, wages, fees, benefits and gratuities to administrative and service personnel, as well as the administrator's fees and any other legitimate expense.

c).The consumption of water, gas and electricity that feeds all the common parts.

d).The provision for utensils and material necessary for the conservation and cleaning of the property.

e). Taxes, fees, contributions that in any way are made on the property as a common thing, this does not include the property tax that each condominium owner must pay for his or her private unit.

F). New works authorized by the condominium assembly.

g).Innovations and improvements in general, authorized by the condominium assembly.

h).In general, the expenses of reconstruction, maintenance, replacement and repair in cases of partial destruction or deterioration in the common parts of the condominium.

Yo). The monthly maintenance fee will be determined once the expenses are calculated through the annual budget of each year, which will be processed during the month of December and will be announced in January of the following year, so that it can be submitted for approval at the assembly. ordinary, and can be paid each month with the required punctuality (with a discount of \$50.00 for advance payment before the first day of each month, with normal payment without discount from the 1st to the 15th of the current month, and with a 20% increase from the 16th of the current month). The full annuity may also be paid, considering a discount that will be determined by the assembly, taking into account both the discount for early payment and the savings generated for all condominium owners by acquiring goods and services at a lower cost, which ultimately translates into a benefit for all owners of the Isla Trapani condominium.

Article 32.- Controversies that arise due to the interpretation and application of these condominium administration regulations, as well as the other applicable legal provisions, will be submitted to the competent courts of common law.

OF LIENS

Article 33.- The liens are divisible for each of the private living units of the condominium and consequently each condominium owner will respond only to the lien that corresponds to his exclusive individual property.

Article 34.- The clause that establishes a joint and several community of the owners to respond to their lien will be deemed not to have been put in place.

Article 35.- Owners or condominium owners who hand over their private units to third parties as a lease, loan or under any other title, will be obliged to notify the administrator so that he or she can immediately provide a copy of the regulations and warn them of their rights and obligations. that they acquire by that fact alone.

Article 36.- The lease contracts must specify that if the tenant does not comply with the provisions of this regulation, it may be terminated early, without this releasing the owner from the obligation to cover the amounts corresponding to him/her in fees or for any other cause arising from the violation of this regulation.

OF REMODELING IN PRIVATE UNITS

Article 37.- The owner of any private unit in the “condominium” who intends to carry out any construction must submit the architectural projects to the Surveillance Committee for approval, which must comply with the provisions of this regulation. You will not be able to process the construction license without the Surveillance Committee having previously approved the respective project in the terms of the regulations. In order to conserve and preserve the urban appearance of the development, the following actions are prohibited:

- a) Carry out any expansion or remodeling that modifies the original design and view of the façade of the private unit;
- b) Paint the private units a color other than those approved by the condominium assembly;
- c) Place television antennas or any type of transmission outside the roof, in a visible place outside the private unit;
- d) Place covers, awnings or any other type of installation in the garages of houses. The installation of pergolas in garages must be approved by the assembly, establishing the type, model and material to be used;
- e) Establish shops, offices, clinics, or any type of business other than residential use in the private units, in accordance with the project approved by the municipal authority and as established in the constitutive deed of the condominium.

Article 38.- The owner of the private unit is solely responsible for the projects and constructions inside his private unit, corresponding to the hydraulic, sanitary and electrical installations, air conditioning and/or heating, telephones, sound, TV. and any other type of facilities, as well as the structural project and earthquake prevention of its private unit.

Article 39.- All improvements to common service assets must be approved by the Surveillance Committee, or the body that the assembly designates for this purpose.

Article 40.- Each condominium owner must inform the Administrator in writing at least one business day in advance that workers will come to their home to carry out any type of scheduled repair, and must report their entry and exit. Emergency work will be authorized the same day by the administration.

Article 41.- The Assembly is empowered to collaborate with municipal and state agencies to verify compliance with current laws on urban development and these regulations. Must request said agencies to refrain from granting any construction license or permit, until it is accredited by the Assembly that the executive project has been authorized in the terms of the previous article.

OF THE QUALITY OF CONDOMINIUM AND PROPERTY ASSETS EXCLUSIVE AND THOSE IN COMMON USE

Article 42.- The right of each condominium owner over the common property will be proportional to the value of their individual property, established in the constitutive deed of the condominium.

Each condominium owner, and in general the occupants of the condominium, may use the common property and enjoy the general services and facilities, in accordance with their original nature and destination, without restricting or making the rights of others more onerous, since

Otherwise, you will be subject to the sanctions provided for by law, without prejudice to any civil or criminal responsibilities that you may incur.

Article 43.- The land use of the private units is determined as residential in this condominium regime, and may not be modified.

Article 44.- The subdivision of private units is strictly prohibited.

Article 45.- Each condominium owner or occupant will use his or her home in an orderly and calm manner, and may not, consequently, allocate it to uses contrary to the law, morality or good customs, nor affect it for objects other than those expressly agreed upon, or that must be in accordance with the nature of the condominium and its location.

The following actions are prohibited:

- yo. Carry out any act that affects the tranquility and comfort of the other condominium owners or occupants or that compromises the stability, security, health or comfort of the condominium, nor incur in omissions that produce the same results;
- II. Carry out any act, outside or inside your exclusive property unit, that prevents or makes ineffective the operation of common services and general facilities, hinders or hinders the use of common areas or puts security or tranquility at risk. of the condominium owners or occupants;
- III. Carry out works, buildings, or modifications inside your exclusive property unit, such as opening openings, doors and windows, among others, that affect the structure, load-bearing walls or other essential elements of other houses, which may harm its stability, security, , healthiness or comfort;
- IV. Carry out works or repairs at night after 9:00 pm, except in cases of force majeure and with authorization from the Surveillance Committee;
- V. Knock down or transplant trees, change the use or nature of green areas in violation of the provisions of the Law of Ecological Balance and Environmental Protection of the State of Nayarit and the constitutive deed of the condominium; However, in the event that the trees represent a risk to the buildings or to the condominium owners, or are in poor phytosanitary conditions according to the opinion of the competent authority, the Assembly will determine the most appropriate actions to be taken;
- SAW. Delimit or roof with any type of material the parking lots in the front easement areas, the garages of the houses, unless the agreement is made in a general assembly;
- VII. Placing personal items in parking areas that modify the harmony of the condominium and;
- VIII. Carry out works on the individual property that may endanger the safety and stability of other houses, causing danger or risk to the inhabitants of the condominium, or that do not allow the conservation of common areas or their flora, as well as those carried out by condominium owners in common areas that affect the convenience of traffic of the condominium, those that permanently prevent the use of a common part or service, even if it is a single owner, and those that detract from any exclusive part of a condominium unit;

In the latter cases, the works can only be carried out if there is unanimous agreement of the condominium owners in the Assembly and in the last case, the affected party is also compensated to their full satisfaction.

Article 46.- The following prohibitions are established for the inhabitants of the condominium:

- a).It is prohibited to burn any type of solid waste;
- b).It is prohibited to throw or leave solids of any kind in the common areas;
- c).It is prohibited to use garbage collection tanks or containers for different purposes, nor to extract the same waste and allow family members, friends or servants to throw garbage, liquids or objects of any nature outside their property;
- d).It is prohibited to store flammable and dangerous materials that in some sense may present a threat to the safety of private and common facilities and constructions within the condominium;
- e).It is prohibited to use common areas and public roads as housing for animals of any species;
- F). It is prohibited to carry out acts that disturb the peace in common areas and public streets. tranquility of the condominium inhabitants.

Article 47.- When a condominium owner does not exercise his rights or renounces the use of certain common property, he will continue to be subject to the obligations imposed by the law, the articles of incorporation, the regulations and other applicable legal provisions.

Article 48.- If any condominium owner wishes to sell, transfer or deed his property, he must first obtain proof of no debt with the "condominium" from the administrator.

Article 49.- Condominium owners and other people who live in the condominium will be obliged to:

- a) To pay or repair at their own expense the breakages, damages and deterioration caused to the garages of other neighbors and to the common areas or their facilities, be it electricity, telephone, gas and other communal services ducts; This obligation falls on the owner, even if it is caused by his family, tenants, guests, friends or servants;
- b) To pay the corresponding property taxes, condominium and neighborhood association fees, water service fees, as well as electricity, telephone and, in general, all types of taxes and rights that you are required to pay by law. or by provisions of this regulation;
- c) Regarding damages to the common areas, these will be repaired at the expense of the general budget, with the exception when they are caused by fault, negligence or imprudence attributable to any of the owners, their cause-inhabitants, guests, relatives, friends or servants, in which case, the owner will cover the expenses incurred;
- d) The Surveillance Committee or the administrator will decide whether to require the owner to repair the damage in the shortest possible time or to pay the amount at current market prices;
- e) Condominium owners, residents and guests are obliged to respect and abide by the administrator's instructions in accordance with the regulations, as well as provide the information that is required related to the condominium.

Article 50.- The condominium owner or occupant of a home may use and dispose of his or her home, with the limitations and prohibitions established by law, the articles of incorporation and the regulations; but no part of them may be sold, such as pieces or bedrooms and utility rooms, with the exception of places intended for parking vehicles, which may be rented to another condominium owner.

The condominium owner and his tenant or any other beneficiary of the use, will agree among themselves who must comply with certain obligations before the other condominium owners, and in which case the user will have the representation of the condominium owner in the meetings that are held, but at all times the user will be jointly responsible for the obligations of the condominium owner, both will promptly notify the administrator of the case for the appropriate purposes.

Article 51.- The execution of the works that require the mezzanines, floors, pavements or other adjacent divisions in the condominiums, as well as their cost, will be obligatory for the adjacent condominium owners, as long as the execution of the work does not result from damage caused by one of the condominium owners.

Article 52.- Common use assets may not be subject to divisional action or sale. The right to common use goods is inseparable from individualized property or private units.

Article 53.- No condominium owner or foreign person may make exclusive and permanent use of the common areas and the placement in them of personal objects, furniture or objects not approved by the Surveillance Committee that are not strictly for common use.

OF SANCTIONS

Article 54.- The administrator must call the attention of the owner who fails to comply with the provisions of the condominium regulations.

Article 55.- The Surveillance Committee or the administrator will apply to the condominium owner who repeats the offence, a monetary penalty according to the TYPE OF SANCTION, which must be paid within a period of no more than 10 calendar days.

The offending condominium owner who does not pay the penalty will be subject to administrative sanctions, which will be the prohibition of the use of the common areas and blocking the access control to the condominium if this is possible, in case of using a borrowed control this will also be blocked until the amount of the penalty is paid:

TYPES OF SANCTIONS

A) First written notification \$200.00
B) Second written notification \$500.00 C) Third
or subsequent written notification \$1,000.00 D) The deadline
to pay the monthly maintenance fee will be the 15th of each month, the corresponding penalty
for non-compliance of three or more months, in addition to the amount established, will be
the suspension of the services that are paid with the maintenance fee, with the exception of
the use of the garbage container and garage gardening, applicable the day after the delay
for three months, the services will be restored until the debt is settled. with the condominium.

Article 56.- The condominium owner who does not comply with the obligations under his
responsibility or who commits a fault or faults, or who violates the regulations in some way, in
addition to the sanction imposed in accordance with it, will be responsible for the damages. and
damages caused to the other owners, the condominium or third parties, without prejudice to the
civil or criminal action that arises from the act or omission.

Article 57.- To initiate the civil or criminal action mentioned in the previous article, an agreement
must be taken from the assembly, after an opinion presented by the administrator and also after
hearing in advance the alleged affected person, who, if not presented, will proceed as an
opinion. the assembly.

OF THE USE OF COMMON AREAS

Article 58.- Each condominium owner may use the common property and enjoy the general
services and facilities, in accordance with their nature or ordinary destination, without restricting
or making the rights of others more onerous.

Article 59.- The areas of common use will be used as rest and recreation areas, and the
carrying out of any demonstration or sale of products, social work event or private party in them
will be prohibited; as well as the generation of noise or music that causes discomfort to the
condominium inhabitants.

Article 60.- The use of the terrace for family gatherings must observe the following regulations:

INTERNAL TERRACE REGULATIONS:

- a). If you wish to use the terrace for a family gathering, you must request it at least 7 days in
advance and at most 30 days in advance for authorization by the administration and to
avoid duplication. They will have a maximum schedule of 8 hours between 10:00 and
10:00. 00 am and 11:00 pm, and sign a response to guarantee the good use and care of
the facilities and authorize your reservation. It is important to ensure that your visitors
comply with this regulation and that they do not damage the heritage and tranquility of the
Condominium Owners. b) You will
not be able to make a reservation if you have any debt with the condominium.
- c). For each hour or fraction that exceeds the authorized use in family gatherings
A fine will be imposed as established in the sanctions section.
- d). Family gatherings are not allowed on Sundays.
- e). Each condominium owner or tenant may reserve a maximum of 4 meetings per year,
not being able to make use of someone else's days.
- F). The maximum number of people at a family gathering will be 30, including children
Exceeding this number will be subject to a fine as established in the sanctions section.
- g). On any occasion that guests are invited, the condominium owner or tenant must be
present accompanying them to verify the proper use of the facilities since he is responsible
for any damage that may occur. It is not allowed to lend the terrace.
- h). You must collect your trash and leave the terrace area clean once you vacate it. If this is
not done, the cost of the cleaning work will be covered by the person who booked.
- i) Residents cannot be prohibited from using the pool when a
family gathering on the terrace.
- j) The maximum number of people per house on the terrace will be eight, more than that
number must be reserved for a family reunion.

- k). The terrace is a smoke-free space, smoking is not allowed in the terrace area.
- l). For hygiene reasons, pets are not allowed on the terrace area.
- m). Do not throw toilet paper, disposable diapers, sanitary towels or any other object that could clog the pipes on the bathroom floor or into the toilet.
- n). The hours for using sound devices will be from 10:00 a.m. to 10:00 p.m., always with an adequate volume that does not cause discomfort to neighbors. Live music is not allowed.
- ñ). The use of any illegal or hallucinogenic substance on the terrace or in any area of the condominium is strictly prohibited. Any person in possession of these substances will be immediately reported to the corresponding authorities.

Article 61.- The use of the pool must observe the following regulations:

INTERNAL POOL REGULATIONS:

- a). The hours within which you can use and take advantage of the pool will be from 8:00 am to 11:00 pm, from Monday to Sunday. Swimming or rehabilitation therapy is exclusively allowed until midnight.
- b). The hours for using sound devices will be from 10:00 a.m. to 10:00 p.m.
- c). Mandatory use of a swimsuit, children and adults. It is not allowed to wear clothing cotton in the pool.
- d). It is prohibited to enter the pool with underwear under the swimsuit.
- e). It is strictly prohibited to enter the pool with suntan lotion, oils or substances greasy soil, sand, dirt or grass.
- F). You should rinse it in the shower every time you go into the pool.
- g). It is prohibited to use glass objects or bottles in the pool area or inside she.
- h). It is prohibited to bring food and drinks of any kind into the pool, smoke or enter with chewing gum.
- Yo). Diving, running around the pool, or physical or romantic games in or around the pool area are not permitted. You must take care of your own physical and/or moral integrity and that of other people at all times.
- j). Do not throw stones, or put balloons, disposables, plastic, or any kind of obtrusive objects into the pool. Body-strapped personal life preservers are permitted.
- k). People who are swimming or sunbathing must be respected.
- l). Minors who have not yet controlled their sphincters must wear a diaper. special for swimming pool.
- m). Pets are not allowed in the pool area or inside it.
- n). Any furniture or accessory that is acquired by the condominium for the pool area must have its rules of use established, be used for the purpose for which it was acquired and kept in its assigned place.
- ñ). All children under 10 years of age must be accompanied by an adult.
- o). People with contagious diseases are not allowed to enter the pool.
- p). For their safety, drunk people are not allowed to enter or stay in the pool.
- q). The use and installation of bounce houses and inflatable slides or water slides is not permitted.
- r). All people use the pool at their own risk. The condominium does not have lifeguard personnel.

OF THE USE OF THE CONDOMINIUM ROADS

Article 62- Cars, motorcycles or any type of vehicle must circulate with caution and at low speed (maximum limit 10 ten kilometers per hour) within the condominium to prevent accidents, observing the direction of circulation established on the road.

Article 63.- The time allowed for children to play with their bicycles, tricycles or skateboards will be from 4:00 pm to 7:00 pm, they must invariably be supervised by an adult, older children cannot supervise younger children. Parents who are happy with their children playing on the road must sign a statement with the administrator where they assume responsibility for the minors.

Failure to do so will be subject to a fine as established in the sanctions section.

Article 64.- The inhabitants of the condominium and their visitors undertake not to obstruct with vehicles, articles or objects the gardens, roads, walkways and other access routes that exist in the condominium, and it is strictly prohibited to park vehicles on the roads with exception. of the gardening days scheduled by the condominium and during their hours.

Article 65.- Visitor parking must be used only by visitors, and resident cars cannot be parked except on condominium grass trimming days. In order to not allow abuse by any person in the condominium, the administrator must be informed via WhatsApp or in writing about the occupation of the parking spaces for visitors for approval, in such a way that they are equitably provided between the condominium owners. .

The use of the parking lot for visitors without said notification will be subject to sanctions as established in the sanctions section.

The parking area for visitors will be exclusively for visitors.

The parking space for people with special needs must be respected for these people at all times, its use for other people is not permitted.

Article 66.- It is prohibited to use the vehicular gate for pedestrian traffic;

Article 67.- No type of land or water vehicle is allowed that protrudes from the garage area, temporarily or permanently. Under no circumstances will material of any kind be allowed to be stored.

The vehicles must be parked in their garages. In case of violation, the condominium is authorized to contract, at the expense of the offending condominium owner, everything necessary to remove the materials, vehicles or equipment that violate this provision.

OF THE URBAN IMAGE

Article 68.- Condominium owners and in general the occupants of the condominium, will be subject to the following obligations:

- a) They must use their private unit, in a manner consistent with its nature of residential use, and may not use it in any way that is contrary to morality or good customs.
- b) Each holder or owner of a private unit will represent an existing front easement in accordance with the building plan approved by the municipality, said easement must be completely free of any division, no type of construction, overhangs, cornices, etc. will be permitted. invading easement areas except for access ramps for people with different abilities. Objects or belongings such as furniture, tables, chairs, umbrellas, grills, children's games, bicycles, etc. may not be left. They can only be there for the time they are being used.
- c) The grass pruning days scheduled by the condominium must not have any object or vehicle that prevents or hinders the work of pruning and blowtorching. Gardening work will not be carried out in houses that do not comply with this provision until the next time it is carried out in general.
- d) They must refrain from carrying out in private units, common areas, public areas and on public roads, acts that disturb the tranquility and comfort of the condominium owners and occupants, or that compromise the stability, safety or health of the property. condominium, nor incur omissions that produce the same results, nor carry out works or repairs at night, after 9:00 at night, except for justified reasons of force majeure.
- e) They must make their best effort to ensure that their guests, visitors and other people who come to their home comply with the provisions of this regulation.
- f) To observe decent and appropriate conduct within the condominium limits, forcing family members, friends and servants to observe the same conduct, always respecting the rights of other owners; permanent or occasional occupants.
- g) To take precautions to avoid theft on their private property, without prejudice to the people at the service of the condominium monitoring the common use areas at the entrance.

- h) Not to use the services of the condominium's concierges, night watchmen or employees. for personal services at established hours.
- i) Not to have high volume radio, television and, in general, sound devices inside and outside of your private unit.
- j) Not to make electrical connections or cables that do not belong to your private unit or exclusive use area.
- k) Do not hang clothes or place objects on parapets, railings, windows and garages.
- l) Do not place advertisements of any type inside the condominium, nor on its exterior facades facing the public roads of the subdivision;
- m) To give immediate notice to the administrator of any damage caused to the common property or any abnormal situation that violates this regulation or that may in the future affect the interests of all condominium owners. This omission will be considered complicity in relation to people who violate the regulations.

- n) Not to sell their unit without having fulfilled their obligations with the condominium, understanding that the new purchaser will be jointly responsible for their payment, in any case, the notary before whom the deed of sale of a unit that belongs to the condominium, you must require proof of the last payment of the condominium fee.

ON PET OWNING

Article 69.- Visitors to the condominium will not be allowed to bring animals that remain or circulate in the common areas. In the event that in one of these cases the animal relieves itself within the condominium and especially in the common use areas, it is the obligation of the owner of the private unit that allowed access to clean the affected area.

Article 70.- The ownership of pets is allowed as long as they are domestic animals and strictly comply with all the rules established by the health authority and these regulations. It will only be allowed to have domestic animals that are not prohibited, whose quantity and size, breed and habits are in accordance with the life of the subdivision, it being the absolute duty and responsibility of the owner of said pet to comply with the necessary regulations so that they have adequate nutrition and care. veterinary doctor and hygiene so that in this way they are not a risk or nuisance factor for the rest of the neighbors.

Article 71.- The mandatory rules for pet owners will be the following in order to provide security and tranquility both personally and for the rest of the inhabitants:

- a).No dog or any other type of pet is allowed free access on the terrace, in the common areas of the condominium, they must be accompanied by their owner and using a leash.
- b). Make sure that your pet does not relieve itself in any garage or common area of the condominium. If so, the owner has the obligation to collect his pet's feces in order to maintain order, cleanliness and hygiene within the condominium.
- c). It is the owner's obligation to maintain hygiene for their pet, as well as cleanliness inside the home. If this rule is not complied with, the Surveillance Committee and/or the administrator will have the power to inform the health authorities.
- d).The owner of the pet will be solely responsible for any damage that the pet may cause. cause and cover the expenses incurred.
- e).Pets must not disturb the tranquility of residents.