

ADMINISTRATION RULES OF THE “CONDOMINIO EL ANCLOTE”

CHAPTER 1.- FIRST

GENERAL REGULATIONS.

-----ARTICLE 1.- ONE.- The Regime of Property named Condominium EL ANCLOTE, located in Calle Avenida de las Redes sin número, nuevo Corral del Risco Punta de Mita, Municipio de Bahía de Banderas, Nayarit, is ruled by the Civil Code of the State of Nayarit, the Condominium Law IN THE State of Nayarit, by its Deed, through this Regulation and that that is not predicted by the resolutions of its administration.

-----ARTICLE 2 TWO.- The dispositions of this Regulation will be applied under the land of the unit incorporated to this condo or to any act that has any effect and required to all the “OWNERS”, “SUCCESSORS” and “VISITORS” and must be considered the following-----

-----DEFINITIONS.-----

-----) a) “CONDOMINIUM” is the legal regime of property that integrates the modalities and limitations to the domain of the surface of the unit that incorporates the “CONDOMINIUM EL ANCLOTE”, to which are affected the “DEPRIVATION UNITS OR APARTMENTS, AREAS, ELEMENTS AND COMMON FURNITURE” that have been described in the “DEED OF THIS CONDOMINIUM”

-----b).- “CONDOMINIUM OWNER” The physical moral or legal person that has the quality of owner of one or more of the “DEPRIVATION UNITS OR APARTMENTS” of the “CONDOMINIUM EL ANCLOTE.”-----

-----c) “DEED OF THE CONDOMINIUM” Is this Public document that first contains a technical and descriptive part called REGIME and another normative part that is in this REGULATION of Administration.-----

-----d).- “DEPRIVATION UNITS”: Private properties, apartments or commercial premises that are under that character individually identified in the Condominium regulation and which use must be only and exclusively for housing.

-----e).- “COMMONS”: Are the “AREAS, ELEMENTS AND COMMON FURNITURE” that have the character of use and general property of the owners of the condominiums and that are duly identified in the condominium regime, as well as those that in the future may be purchased or incorporated.

-----f) “COMMONS OF EXCLUSIVE USE”: Are those commons that because of the specific disposition of this regulation and of the Condominium regime have been identified and assigned for its exclusive and individual use to the properties of the PRIVATE UNITS-----

-----g) “LAW” The Condominium Law of the State of Nayarit force on this date, that gives origin to this Regulation of Administration and that stipulates the dispositions of the Property in Condominium Regime.

-----h).- “SUCCESSOR”: Person that has the cause or relation with any “CONDOMINIUM” that involves the Condominium-----

-----i).- “VISITOR” Person that transiently visits the areas and facilities of the “CONDOMINIUM” or the owners or their successors in the inside of their apartments.-----

-----j).- “UNDIVIDED OR COPROPERTY ACTION ABOUT THE AREAS, ELEMENTS AND COMMON FURNITURE” Is the proportional part of the property about the areas, elements and common furniture that correspond to the “CONDOMINIUM OWNERS”, identified by the percentage that has been set in the regime of this condominium.-----

-----k).- “CONDOMINIUM EL ANCLOTE”: Is the property located in Calle Avenida de las Redes sin número, nuevo Corral del Risco Punta de Mita, Municipio de Bahía de Banderas, Nayarit, besides their areas, elements and common furniture, which measurements, boundaries, surface and other specifications has been identified in the regime of the condominium.-----

-----m).- “ASSEMBLY OF THE CONDOMINIUM OWNERS OR ASSEMBLY”: Is the supreme organ of the administration of the condominium, totally formed by the condominium owners or their power that attend this act and that join the necessary quorum to the call to solve the matters that the law and this regulations set.

-----n).- “Vigilance Committee”.- Is the administration Collegiate organ that will be integrated by the people that the condominium assembly chooses, and it is in charge of support and watch the administrator work whose duties are specified in the respective chapter of this regulation.

-----o) “ADMINISTRATOR”: Is the physic or legal person in charge of permanently administrate the condominium and to execute the agreements that the condominium assembly and the Vigilance Committee entrust him as well as to observe and enforce the law, this regulation and all the resolutions of the administration organs.-----

-----p).- --“CONDOMINIUM FEE”.- Regular fees or for Maintenance and Administration expenses. Is the money that every “OWNER” or “SUCCESSOR” must pay to the “CONDOMINIUM” Administration in order to maintain and keep the areas, elements and common furniture.

Reserve fees: Is the money that every “OWNER” or “SUCCESSOR” must pay to the “CONDOMINIUM” administration to have the necessary funds that allow to face any eventuality or contingency not foreseen in the regular expenses.

Extraordinary fees: Is the money that every “OWNER” OR “SUCCESSOR” must pay to the “CONDOMINIUM” administration for any other expense besides those set in the ordinary fees and that the General Assembly decide as necessary for the conservation and operation of the “CONDOMINIUM”. The condominium fees must be paid according to the undivided that correspond to each of the “CONDOMINIUM UNITS”.-----

-----q) CONDOMINIUM UNITS: Are those units that were as a PARTICULAR PROPERTY from the CONDOMINIUM EL ANCLOTE-----

-----ARTICLE 3 THREE.- THE “CONDOMINIUM POSADA EL ANCLOTE”, according to their distribution of its common and private areas it is classified as a vertical condominium, because it was constructed with a building construction, and its architectural structure contains DEPRIVATION UNITS OR APARTMENTS. and finally according to its use it has the category of: housing.-----

-----ARTICLE 4 FOUR.- In every Contract in which is transmitted the property of a “DEPRIVATION UNIT OR APARTMENT” it must be stated that it is delivered a copy of this Regulation. Besides, this Regulation will be applicable by the Ministry of Law to any person that gets to be an owner or to all people identified in Article 2 two, and it is being registered in the Public Registry of Bucerías, Nayarit, act that has effect to every acquirer or third. For the case of interpretation or litigation that results of this regulation and of its deed, it must be done in Court and jurisdiction of the city of Bucerías, Nayarit, renouncing the “CONDOMINIUM OWNERS”, “SUCCESSORS” and “VISITORS” to any other in their present or future addresses.-----

-----CHAPTER II SECOND-----
-----OF THE PRIVATE PROPERTY-----

-----ARTICLE 5 FIVE.- Are private property all the apartments and commercial premises that with this condition have been identified in the condominium regime and that are able to be acquired by

physical or legal people that will be identified as condominium owners, that they will be holders of the mentioned property and of the coproperty rights of the areas, elements and common furniture of the condominium in the percentage set by its undivided, and the right and the right of usage of parking spaces of the condominium.-----

-----ARTICLE 6 SIX.- The condominium regulation contains and identifies individually each and every “DEPRIVATION UNITS” as well as its surface, measures, boundaries, undivided and other specifications.

----- CHAPTER III THIRD.-----

----- “OF THE AREAS, ELEMENTS AND FURNITURE OF COMMON PROPERTY-----

-----ARTICLE 7 SEVEN.- “AREAS, ELEMENTS AND COMMON FURNITURE” are those that with that nature are set in the condominium regime, the Condominium Law in the State of Nayarit and in this regulation are classified in “AREAS, COMMON ELEMENTS AND COMMON FURNITURE”-----

-----ARTICLE 8 EIGHT: “AREAS AND COMMON ELEMENTS” are those real estate and its equipment that as so have been identified in the condominium regime, integrated in a declarative manner by:

----- The common land in which the “CONDOMINIUM” has been built.-----

----- Common Areas: Located in the perimeter of the “CONDOMINIUM” being exterior and interior-----

-----All facades and including the terraces of the condominiums will be considered as common areas.-----

----- Areas and structural elements: foundations, columns, concrete slabs, mezzanines, ceilings, several structures, elevator spaces, stairs, load-bearing walls, exterior and dividing walls among the “APARTMENTS AND COMMERCIAL PREMISES”-----

----- Recreational and social Areas: Swimming pool, sundecks, fountains, porticoes, yards, gymnasiums, common restrooms, showers, sinks, lobbies, multiple use and private rooms, office and meeting room, green areas and gardens-----

----- Service Areas: Cellars for cleaning utensils, particular cellars, Administration areas, surveillance, porter room, parking lots, corridors, pedestrian and vehicles areas, basements, roof, sidewalks, ridges, cellars.

-----Areas and technical elements: Tanks, water tanks, sewers, sanitary and rain water distribution net, downloads, air conditioning installations in common area, electric, telephone, intercommunication cable TV , satellite TV, data, and other installations and pipelines, excepting those that are inside each “APARTMENT OR COMMERCIAL PREMISE”, communications room, machine room, electric room, pump room, air extractor and wells.

----- Any other real estate part and its elements that has not been expressly identified as “DEPRIVATION UNIT”-----

-----Any other area that could be acquired afterwards and that is set as common property.

----- ARTICLE 9 NINE.- “COMMON FURNITURE” are those goods that without beeing set as real estate are part of the common heritage of the “CONDOMINIUM” integrated by:

Lighting, doors, benches, motors, pumps, intercommunication equipment, electric boards, extinguishers, hydrants, antennas.-----

----- Elevator, sundeck furniture, umbrellas, tables, chair, livingroom furniture, decorative, meeting tables, rugs, paintings, sculptures, computers, office furniture, fax, telephones, intercommunication telephones, pots, ornament plant, lamps, ornaments, desks, telephones, operation equipment.

----- Gym, bathroom, switch, monitors, surveillance cameras, air conditioning equipments installed in common areas.

----- Any other furniture that is set for common use or that in the future be part of the common heritage of the “CONDOMINIUM”

-----CHAPTER FOUR-----

-----OF THE COMMON AREAS FOR EXCLUSIVE USE.-----

----- ARTICLE 10 TEN.- “COMMON AREAS OR OF EXCLUSIVE USE” those real estate properties mentioned in article 8 eight of this regulation as PARKING LOTS AND CELLARS and that have been assigned to be used only by some “DEPRIVATION UNITS”, which only through the CONDOMINIUM OWNERS or SUCCESSORS will be used individually and particularly and nobody can claim their possession and benefit and they have been duly identified and assigned in the condominium regime and its use right cannot be revoked in the future if the condominium follows the following rules: They will not be separated from the “DEPRIVATION UNIT” to where they were assigned for its exclusive use, being forbidden to the “CONDOMINIUM OWNERS” or their

“SUCCESSORS” to change them in any way and they could only be rented by the owners to other owners or people living in another apartment only with the authorization of the condominium administration council, and if failure happens, the owner will lose the exclusive use right.

-----CHAPTER V FIVE-----

-----RIGHTS, LIMITATIONS AND OBLIGATIONS OF THE CONDOMINIUM OWNERS-----

-----ABOUT THE PRIVATE REAL ESTATE-----

----- ARTICLE 11 ELEVEN.- The condominium owners will have the following rights and obligations:-----

----- Real and exclusive right of property of their “APARTMENTS”

----- Use their “APARTMENTS” moderately, orderly and according to what they were built, to enjoy, to have it, always respecting the moral, the good manners and without any other limitations than those set in the Law, the Municipal, State and Federal Standards and Regulations, the “DEED” as well as the resolutions of the administration of the “CONDOMINIUM”-----

----- Deliver to the “CONDOMINIUM” administrator, copy of the rental contracts celebrated for any of the “APARTMENTS” or to any other that in possession give the right to a third person the right of use.-----

----- In the case that there were several owners of an “APARTMENT”, they will designate a common representative, so he will be the one to see any matter of the “CONDOMINIUM”. It is forbidden that more than 4 four people own the “CONDOMINIUM UNIT” or legal partners that could acquire any “APARTMENT” and there are forbidden also similar practices in share time.

-----No acts are allowed in the common areas or inside the “APARTMENTS” that may disturb the peace of the other “OWNERS” or that compromise the strength, security, health, comfort of the goods of the “CONDOMINIUM” or omitt something that may result in similar results without restricting others rights

----- Cover all the entrances of the “APARTMENTS” while working in adaptations and remodeling them.

----- “SUCCESSORS” are bound to follow all the regulations mentioned in this regulation.

----- You will accept every notifications related to this regulation delivered in your “APARTMENT” address or in where for any exception and for this reason give to the administrator.-----

----- It is not allowed to host more than 6 six people in "APARTMENTS" of one bedroom, more than 8 eight people in the two bedrooms "APARTMENTS" or more than 10 ten people in the 3 three bedroom "APARTMENTS".-----

-----It is indispensable to be aware of the economic payments stated in the Law and in this regulation, specially the ordinary, extraordinary and any other fee, as a requirement to sell your "APARTMENT" or the buyer will be responsible for the payment of any uncovered debt.-----

----- To register your personal or full time employees' names in the Security Department of the "CONDOMINIUM" for their identification and access administration.-----

----- If a Condominium Owner wants to install an antenna or cable he must give notice to the administrator, so he can inspect and approve the installation.-----

----- To use the kind of curtains that will authorize the administrator in a general and uniform way , avoiding to use any different or inapropriate thing to cover the windows.-----

----- When a home owner decides to sale or rent his apartment, and wants to put up a sing, it must be in the following dimensions no more than 33cm of height and 33cm width. -----

----- It is forbidden to put any kind of ad in the outside of your "APARTMENT" or in any other part that can be seen from the outside of your unit.-----

----- To put the garbage outside your "APARTMENTS" in the corresponding area, avoiding to put it in the aisles, lobbies or elevators, in sealed polyethylene bags, to be collected, and identify glass objects that are discarded in containers that allow their identification and handling.

----- When a home owner wants to park, any motor boats, trailers, or any other similar vehicle, He/She must go to the administration, to have a parking space assign.-----

----- The loading area is in the parking lot mark in yellow and is not parking allowed unless the administration considers necessary. -----

----- When any visitor wants to access to the condominium in a vehicle, it most park in the designated area.-----

----- When somebody wants to park a vehicle for extended periods, it most let the administration know, so they can assign a parking space. -----

----- The breach of any obligations in the condominium rules can be subject to fines, that most be specified and approve in the Ordinary Condominium Assembly otherwise the Vigilance Committee will agree in session with votes of the majority of the members.-----

----- ARTICLE 12 TWELVE.- “CONDOMINIUM OWNERS” are obligated to keep in excellent state of preservation and operation the services and facilities of their own “APARTMENTS” and should repair immediately anything that could damage the neighbor “DEPRIVATION UNITS” or the “AREAS, ELEMENTS AND COMMON FURNITURE”. The “APARTMENT” electric energy will be measured individually through a device to have every owner pay what is consumed in his apartment.

-----ARTICLE 13 THIRTEEN.- People who do not follow the previous disposition, will be responsible before the “CONDOMINIUM” of the damages that may be caused and of those actions that may be taken according to the Law and this Regulation. Besides, the Administrator, subject to approval by the Vigilance Committee president, and only in an emergency in absence of the “CONDOMINIUM OWNER” or his “SUCCESSOR”, make a repair inside the “APARTMENT”, that may cause any disturbance in the “CONDOMINIUM” charging the expenses to the corresponding maintenance fee, being the owner obligated to cover the charges immediately.-----

----- ARTICLE 14 FOURTEEN.- The “DEPRIVATION UNITS or APARTMENTS”: should only be destined for housing. the “APARTMENTS” being forbidden to use them in a different way.

-----ARTICLE 15 FIFTEEN.- The following acts are prohibited to the “CONDOMINIUM OWNERS”:

----- To storage inside their “UNITS OR APARTMENTS” flammable, dangerous or excessively heavy materials that may represent a risk for the security of the “CONDOMINIUM” or to the people inside.

----- To throw or deposit garbage outside their “UNITS or APARTMENTS” or keep exaggerated amounts of it inside them and should follow the rules that the Administrator set for its collection.

----- To put objects or elements outside the “APARTMENTS” that invade the “COMMON AREAS”, excepting those that for their nature can be there.-----

----- To park vehicles out of the common areas designated for parking places that were assigned to the “APARTMENT”. -----

----- To operate sound devices in high levels that are above 60 decibels from 8:00 A.M. eight hours to 21:59 P.M. twenty one hours and fifty nine minutes and above 40 decibels from 22:00 twenty two hours to 7:59 A.M. seven hours and fifty nine minutes or to produce any smoke or odor that may damage the environment and disturb the people living in other “APARTMENTS” or in the “COMMON AREAS”

-----To make any electric, telephone or hydraulic, etc. connections outside the limit of your “DEPRIVATION UNIT or APARTMENT”

----- To use arbitrarily and without any previous authorization of the Administrador or the Vigilancia Committee the common areas in a damaging way.

----- To put pots or any other element that for their weight could risk the “APARTMENT” terraces structure or that for their size be part of them outside the terraces, for example, umbrellas, fans, flowers, clothing or other similar, according to the Vigilancia Committee judgement.

----- To introduce in your “APARTMENTS” or “COMMON AREAS “ any animal that is not considered as a pet and that put in danger or bother the people living in the “CONDOMINIUM”. Those pets that will be kept in your “DEPRIVATION UNITS” must be registered in the “CONDOMINIUM” administration for their identification and approval and the owner must be responsible of them-----

----- To walk the pets mentioned in the previous paragraph in the “COMMON AREAS” without leash or an implement that allows them to walk freely, avoiding dirt at every time and if it happens, to pick it up cleaning the area where it happened. Any animal that is found walking freely in the “COMMON AREAS” or that disturbs the people living in the “CONDOMINIUM”, or that attacks or tries to attack anybody, could be expelled from the “CONDOMINIUM” by the Administrator, previous consideration of what had happened.

----- To paint or decorate in a different way than that originally designed for your “APARTMENTS” terraces or balcony and that this could be seen from the outside of the building or to decorate in a different way of the general design that in the future approves the General Assembly

----- To change lobby door locks or any other in the common areas.

----- To act without observing or behaving according to what was determined by the Administrator, the Vigilancia Committee, the General Assembly, this Regulation and the corresponding Law.

----- ARTICLE 16 SIXTEEN.- The “CONDOMINIUM OWNERS” must watch and keep the inside of their “APARTMENTS” as well as what it is inside of them watching the necessary for their security

----- The "CONDOMINIUM OWNERS", present or absent, are required to watch before the "CONDOMINIUM" each and every security routine ordered by the Administrator in order to avoid any security menace of the "CONDOMINIUM", allowing, in an emergency, the entrance to their "APARTMENTS" to check and supervise the security devices.

----- The "CONDOMINIUM OWNERS" must notify the Administrator when leaving alone the "APARTMENT" for more than 7 seven days, so he may register the absence and take any necessary action.

----- The "CONDOMINIUM OWNERS" must notify the Administrator of any disease that may require medical attention, so he can be aware in an emergency.

----- ARTICLE 17 SEVENTEEN.- The "CONDOMINIUM OWNERS" or the "SUCCESSORS" will agree in which cases they will have vote and presence in the either ordinary or extraordinary ASSEMBLIES, notifying it to the Administrator in a memorandum attaching the power or power at attorney proving them positively. In any case, the "CONDOMINIUM OWNERS" will be responsible of watching the compliance of their obligation before the "CONDOMINIUM".-----

-----ARTICLE 18 EIGHTEEN.- The CONDOMINIUM OWNERS" could sell, get a mortgage or any other administration or dominium act of their "APARTMENT" without the aproval of the other "CONDOMINIUM OWNERS" always watching the content of this regulation and other legal orders, but in the case of selling any "APARTMENT" it will be understood the full right of usage of the "COMMON AREAS, ELEMENTS AND FURNITURE" and the exclusive use of the parking place assigned and identified in the condominium regime. The "CONDOMINIUM OWNERS" can also rent their apartments.-----

-----ARTICLE 19 NINETEEN.- Every "CONDOMINIUM OWNERS" will be responsible of the payment of the services he decides to contract and that correspond to his "APARTMENT" as well as the payment of taxes of his property mentioned in the corresponding Law.-----

----- In the case that the "APARTMENTS" were rented or given in a legal way, the "CONDOMINIUM OWNERS" will be responsible of joint liability if any consequence happens to the condominium.

----- ARTICLE 20 TWENTY. - The "DEPRIVATION UNITS" cannot be unified, divided or segment, unless the "CONDOMINIUM OWNERS" Extraordinary Assembly expressly authorizes it.

-----CHAPTER VI. SIXTH-----

-----CONDOMINIUM OWNERS RIGHTS, LIMITATIONS OBLIGATIONS-----

-----ABOUT THE COMMON GOODS.-----

-----ARTICLE 21 TWENTY ONE.- The “CONDOMINIUM OWNERS” are co-owners of the “AREAS, ELEMENTS AND COMMON GOODS” proportionally to the individed pointed in every “DERIVATION UNIT” in the “CONDOMINIUM REGIME” and will cover the maintenance and administration expenses according to their proporcional part.

Will be responsible of the mentioned contribution, besides the “OWNERS”, the “SUCCESSORS”, for the time they have lived in any “APARTMENT” or the possession contract time.

----- ARTICLE 22 TWENTY TWO.- if a “CONDOMINIUM OWNER” partially o totally abandons his rights or the use of certain “AREAS, ELEMENTS O COMMON FURNITURE”, he will continue being obligated to follow the rules mentioned in this Regulation.

----- ARTICLE 23 TWENTY THREE.- The right that every “CONDOMINIUM OWNER” has over the “AREAS, ELEMENTS or COMMONS” is attached to the property of their “DERIVATION UNITS” then, their burden or confiscation will always be attached to the right of co-ownership over the “COMMON GOODS” that correspond to the “CONDOMINIUM”.-----

----- ARTICLE 24 TWENTY FOUR.- Every “CONDOMINIUM OWNER” can enjoy the “COMMON GOODS” , the services and general facilities according to their nature and ordinary use without restricting the others right so nobody can occupy or obstruct them in any way.

-----ARTICLE 25 TWENTY FIVE.- There are forbidden for the “CONDOMINIUM OWNERS” the storage, merchandise loading and unloading operations in the “COMMON GOODS” in other time than that set by the Administrator in order to keep free the “AREAS and COMMON ELEMENTS” and also not to disturb the people living in the “APARTMENTS”-----

----- ARTICLE 26 TWENTY SIX.- The “CONDOMINIUM OWNERS” must cover any expense that is for repairing breaks, damage or deterioration caused to the “COMMON GOODS” or to the “APARTMENTS” if they or their “SUCCESSORS or VISITORS” are responsible or for negligency . If the repairs or administration and operation acts are urgent, they will be provisionally payed by the Administrator, who besides, can also get into any “APARTMENT” when these are unoccupied and immediately notify the “CONDOMINIUM OWNER” involved in these matters.

----- ARTICLE 27 TWENTY SEVEN.- The “CONDOMINIUM OWNERS” cannot make any repair or work in the “COMMON GOODS” except those extremely urgent and that put in risk the security and integrity of the people if the absence of the Administrator, notifying him as soon as possible about the work done.

----- ARTICLE 28 TWENTY EIGHT.- The works and repairs in the “AREAS, ELEMENTS AND COMMON FURNITURE” are complied to the following rules:-----

----- The Administrator will do the ordinary and conservation work of the “CONDOMINIUM”, its facilities and equipment according to what is set in the income and expense budget but he can also do other not provided in it that if they are not done immediately could put in risk the security of the “CONDOMINIUM” previous authorization of the “VIGILANCE COMMITTEE”-----

----- The repair of the facilities or equipment and any other work considered extraordinary should be submitted to the Administration Council approval.-----

----- When it is about works that may alter the structure, modify the facada, windows, balconies or in general the original appearance of the “CONDOMINIUM”, it must be asked to the “EXTRAORDINARY CONDOMINIUM OWNERS ASSEMBLY” for its approval.-----

----- There are forbidden the works:-----

----- That put in danger the strength or security of the “CONDOMINIUM”-----

----- That permanently difficult the use of the “APARTMENTS” or “COMMON GOODS”, although in this last case the Extraordinary Assembly may authorize the nature change or even works that definitely benefit the “CONDOMINIUM”-----

----- ARTICLE 29 TWENTY NINE.- The “CONDOMINIUM OWNERS”, “SUCCESSORS” or their “DEPENDANTS” must not hire for personal service the “CONDOMINIUM” workers or concierges on their previously set working hours or inside its facilities excepting those previously authorized by the Administrator.-----

----- ARTICLE 30 THIRTY.- When the “CONDOMINIUM OWNERS” are aware of any material damage or violation to this Regulation must notify immediately to the Administrator.

-----ADAPTACION AND CONDITIONING-----

-----OF THE DEPRIVATION UNITS OR APARTMENTS-----

----- ARTICLE 31 THIRTY ONE.- The “CONDOMINIUM OWNERS” can do inside their “DEPRIVATION UNITS OR APARTMENTS” all kind of works, repairs or modifications if they follow what is set in this chapter, in this regulation and in the corresponding laws.

----- APARTMENT modifications, must be notified and authorized by the administration or “Vigilance Committee”. Either way it must let the administration know ,that staff and material will be accessing to the condominium, in case that the administrator is not notified they won’t have access-----

----- ARTICLE 32 THIRTY TWO.- There are forbidden any innovation or modification that affects the structure, walls, glass or any other material facades, faïences, front, hydraulic installations or any other element essential for the “CONDOMINIUM” or that may put in risk the security, stability, health, comfort, architecture or function of the “CONDOMINIUM”.-----

----- ARTICLE 33 THIRTY THREE.- The conditioning projects inside the “APARTMENTS” must first be presented to the administration for their approval or be given the necessary notes, suggestions or modifications if necessary which must be accepted by the condominium owner. The Vigilance Committee could ask for the support of any expert and then reach a resolution if the modifications are technically correct and the architectonic and quality units of the condominium are respected.

----- ARTICLE 34 THIRTY FOUR.- The “CONDOMINIUM OWNER” must give attached to the project mentioned in the previous Article, the technical specifications of the work, as well as the plans, a valuation of the investment cost and a timetable of the execution times, documents that must be approved by an expert authorized by the municipality and hired by the condominium owner who will support the work with the “CONDOMINIUM”

----- ARTICLE 35 THIRTY FIVE.- If the work is executed against what is mentioned in this chapter, the administrator can suspend them at any moment and take any legal action besides ask for the payment of the penalty clause the Assembly or Vigilance Committee indicated.

----- ARTICLE 36 THIRTY SIX.- The “CONDOMINIUM OWNER” must, according to what is agreed in this document, accept and sign the CONDOMINIUM CONDITIONING AND ADAPTATION REGULATION before the mentioned works start, that will be given to him by the Administrator. This document controls every operation conducts for any work done in the condominium.

----- ARTICLE 37 THIRTY SEVEN.- The “CONDOMINIUM OWNER” will accept the dispositions and work hours set by the administrator in order to reduce the nuisance that the work may cause to others.

----- ARTICLE 38 THIRTY EIGHT.- The “CONDOMINIUM OWNERS” will be responsible before the condominium for the repairs or works done by them, by their successors or the contractor.-----

-----ARTICLE 38 THIRTY EIGHT.- The CONDOMINIUM OWNERS” or their “SUCCESSORS” that make the mentioned Works , must guarantee the “CONDOMINIUM” with a bond the amount that the Vigilance Committee considers appropriate, the ending of the authorized project, and the bond may be charged by the “CONDOMINIUM” when a violation of what is set in this chapter occurs. Besides, the Administrator can require the demolition of the work and the payment of the respective penalties as well as the payment of the damages caused by it.

-----CHAPTER VIII EIGHTH -----
----- OF THE USE OF THE COMMON FACILITIES AND CONDOMINIUM SERVICES-----

----- ARTICLE 40 FORTY.- The “CONDOMINIUM OWNERS”, “SUCCESSORS” and “VISITORS” when being in the “AREAS AND COMMON FACILITIES OF THE CONDOMINIUM” must keep a socially accepted conduct, behaving correctly and respecting the other people, behaving as mentioned a moral and respectfull conduct.

----- ARTICLE 41 FORTY ONE.- The “CONDOMINIUM OWNERS”, “SUCCESSORS” and “VISITORS” will be at any time responsible for the lose of objects and values of their property left neglectly or abandoned in the “AREAS AND COMMON FACILITIES OF THE CONDOMINIUM”

----- SECTION 1 ONE. SWIMMING POOL , SUNDECK AND NEARBY AREAS.-----

----- ARTICLE 42 FORTY TWO.- The “CONDOMINIUM OWNERS”, “SUCCESSORS” and “VISITORS” must only wear the adequate swimming clothes in the condominium swimming pool and sundeck, not being allowed dipers in babies.

----- ARTICLE 43 FORTY THREE.- The schedule for the wet areas must be that set by the administrator, taking into consideration the seasons of the year, the weather conditions and the time needed for maintenance or cleaning.

----- ARTICLE 44 FORTY FOUR.- The use of the pool and wet areas will be under every “CONDOMINIUM OWNERS”, “SUCCESSOR” or “VISITOR” risk. There will not be a lifeguard and

every caution must be taken for their security mainly in children and babies who must be at any time with an adult that takes the responsibility of their care.

----- No children under 12 years old are allowed to use the Jacuzzi. -----

----- ARTICLE 45 FORTY FIVE.- It is forbidden to use the pool or wet areas to those people with skin infections, eyes, ears or any other contagious disease or with severe burns, cuts or open injuries, patches or bandages. "CONDOMINIUM OWNERS" or "SUCCESSORS" service staff are not allowed to use the pool.

----- ARTICLE 46 FORTY SIX .- Everyone must take a shower before going into the pool or wet areas. It is prohibited to enter the pool or wet areas with sun block, tanning lotions or any oily material that can pollute the water.

----- ARTICLE 47 FORTY SEVEN.- It is strictly forbidden to introduce food to the pool and surrounding areas, as well as glass objects that may break injure others. Soiled or sandy objects must not be near the pool or wet areas, as they may bother the "CONDOMINIUM OWNERS".-----

----- ARTICLE 48 FORTY EIGHT.- It is forbidden to take o the pool or wet areas, mattresses, tires, flatable boats or any other bigger object. No pets are allowed in these areas.

----- ARTICLE 49 FORTY NINE.- It is forbidden to keep for somebody absent, the sundecks and chairs located around the pool and wet areas. Any musical instrument or recorder that may bother others is not allowed.

----- SECTION 2 TWO. GREEN AREAS AND GARDEN POTS-----

----- ARTICLE 50 FIFTY.- A great part of the green areas and gardens are ornaments so the "CONDOMINIUM OWNERS, SUCCESSORS and VISITORS" must not use the irrationally or step on them damaging them. Not any other activity that may bother other people is allowed.

----- ARTICLE 51 FIFTY ONE.- It is forbidden that any "CONDOMINIUM OWNER" or "SUCCESSOR" without the administrator consent, plant or sow on the "CONDOMINIUM" green areas nor cut some of those planted or those that in the future may be planted by the administration.

----- ARTICLE 52 FIFTY TWO.- It is strictly forbidden to use the Flower and green areas located inside the condo for personal recreation and / or relatives of employees of the Condominium. "-----

-----SECTION 3 THREE: MEETING ROOM AND ADMINISTRATION OFFICES-----

----- ARTICLE 53 FIFTY THREE.- In the Condominium entrance there is perfectly installed a meeting room for any kind of executive and professional meetings for the use of the “CONDOMINIUM OWNERS” or their “SUCCESSORS” and for those groups that are asked for by any “CONDOMINIUM OWNER” and authorized by the Administrator.-----

----- ARTICLE 54 FIFTY FOUR.- The “CONDOMINIUM OWNERS” must book with the administrator who must have it ready at established time. The Administrator will set the rules for its best use and watch maintenance and equipment.-----

----- ARTICTLE 55 FIFTY FIVE. In the mentioned entrance, next to the meeting room, the Administration and Administrator office are located, and in these offices will be working the administration staff and all documents, values and files will be concentrated. The office hours for the “CONDOMINIUM” will be that set by the Vigilance Committee. -----

----- SECTION 4 FOUR VISITORS.-----

----- ARTICLE 56 FIFTY SIX.- The “CONDOMINIUM OWNERS” or “SUCCESSORS” can get into the areas and common facilities a maximum of 6 six “VISITORS” to use them with the rules set by the Condominium Assembly, the Vigilance Committee and the Administrator.

----- ARTICLE 57 FIFTY SEVEN .- The “CONDOMINIUM OWNERS” or “SUCCESSORS” that have “VISITORS” in the condominium common areas will be responsible for their behaviour, for the use that make of the areas and will pay any damage that they may cause.

----- ARTICLE 58 FIFTY EIGHT.- The “VISITORS” must follow before the condominium, the following rules:

----- Be invited by a “CONDOMINIUM OWNER” or a “SUCCESSOR.-----

----- During their stay in the common areas must be always by the “CONDOMINIUM OWNER” or the “SUCCESSOR” or at least that they are physically present in their “APARTMENTS.”

----- Register at the condominium entrance in the surveillance department.

----- Dress, behave and talk in a correct manner

----- Follow and obey the limitations, dates, hours and every other rule that the Vigilance Committee or the Administrator set over these areas and common facilities.

----- Follow and respect any time this regulation-----

-----ARTICLE 59 FIFTY NINE.- The Vigilance Committee and the Administrator reserve the right to refuse admission to a higher amount of “VISITORS” than the one specified in ARTICLE FIFTY SIX depending on the areas and facilities disponibility referred in this section. “CONDOMINIUM OWNERS” or “SUCCESSORS” children or dependants younger than 14 years old, are not authorized to invite anybody without previous authorization of the owners or successors.

-----CHAPTER IX NINTH-----

-----OF THE COMMON GOODS WITH EXCLUSIVE USE-----

----- CELLARS AND PARKING LOTS-----

----- ARTICE 60 SIXTY.- The Condominium has an exclusive parking lot for the “DEPRIVATION UNITS” and a CELLAR which distribution plans and assignment is set in the Regime Constitution deed.

----- ARTICLE 61 SIXTY ONE.- It is strictly forbidden that the “VISITORS” use the exclusive areas of parking lots without the “CONDOMINIUM OWNERS” or “SUCCESSORS” authorization and this must be transitorily and previous notification to the administration.-----

----- ARTICLE 62 SIXTY TWO.- The “VISITORS “ must use the common parking lot using only one space per vehicle without crossing to another space, access ways, circulation areas or any other with another use.

----- ARTICLE 63 SIXTY THREE.- The Condinium will not be responsible for any stealing or loss of the objects left inside the vehicles, or damages or car stealing.

----- The Condominium will not be responsible for the good that may be stolen inside the Cellars.

----- ARTICLE 64 SIXTY FOUR .- Inside the Condominium it is forbidden to exceed 10 km per hour speed. Pedestrians must be preferent. Drivers will be responsible if any accident occurs.

----- ARTICLE 65 SIXTY FIVE.- The administrator reserves the right to refuse admission to those “VISITORS” that have not previously behaved accordingly having the right to ask the visitors to leave the Condominium if with their vehicles they did not follow this regulation.

-----CHAPTER X TENTH-----

----- OF THE HERITAGE AND COMMON EXPENSES-----

----- ARTICLE 66 SIXTY SIX.- The “CONDOMINIUM” heritage is: “AREAS, ELEMENTS AND COMMON PROPERTY FURNITURE”, by the incoming economic resources of the ordinary, extraordinary and reserve shares given by the “CONDOMINIUM OWNERS, or their “SUCCESSORS” as well as any other income of the “CONDOMINIUM”.-----

----- ARTICLE 67 SIXTY SEVEN.- The “CONDOMINIUM ASSEMBLY” will annually approve a budget for incoming the necessary resources to pay the maintenance and administration “CONDOMINIUM” expenses, known as the “INCOME AND EXPENSES BUDGET” where every expense and the ordinary “CONDOMINIUM OWNERS” contribution shares will quarterly pay.-----

----- ARTICLE 68 SIXTY EIGHT.- The “CONDOMINIUM ASSEMBLY” in an extraordinary meeting can, at any moment, authorize special budgets for non considered ordinary expenses justified for the “CONDOMINIUM” and the “CONDOMINIUM OWNERS” must pay the shares to cover the necessary work and major maintenance.

----- ARTICLE 69 SIXTY NINE.- The “CONDOMINIUM ASSEMBLY” will approve with the income and expenses budget, a special section to have a reserve fund that must have one month “CONDOMINIUM” ordinary shares amount that will annually be updated according to the budget and the expenses.-----

----- ARTICLE 70 SEVENTY. All the “CONDOMINIUM” income will be of the Administration and are those amounts of the income not mentioned in the budget in the previous Articles, and must be for the “CONDOMINIUM” maintenance and administration, as for example: “COMMON AREAS” rental, advertisement places, other companies antennas, etc.-----

----- ARTICE 71 SEVENTY ONE.- Every “CONDOMINIUM OWNER” or “SUCCESSOR” must contribute with the general income and expenses budget through the ordinary share that will be calculated as all the other aproved fees proportionally to the undivided of their “DEPRIVATION UNITS” or “APARTMENTS”.

----- ARTICLE 72 SEVENTY TWO.- The ordinary fees for the general income and expenses budget must be quarterly paid in advance by the “CONDOMINIUM OWNERS” within the first ten days of every month, without any requirement, in the Administrator office. The extraordinary shares must be paid in the term the Assembly set.-----

----- ARTICLE 73 SEVENTY THREE.- If the general income and expenses budget is not enough, the Administrator will call the ASSEMBLY to solve the problem and approve an additional ordinary share.

----- ARTICLE 74 SEVENTY FOUR.- Those “CONDOMINIUM OWNERS” that do not pay the ordinary, extraordinary, reserve fund shares or any other economic obligation, must pay monthly default interests of 10% monthly. This will be charged until the total unpaid balance is fullfilled. Independently, and by specific agreement in this Regulation, the “CONDOMINIUM OWNER” or “SUCCESSOR” that

does not pay his economic obligations, must pay to the "CONDOMINIUM" a penalty of the 100% of the debt. However, the mentioned penalty will be charged to any other economic obligation is not fulfilled until the "CONDOMINIUM OWNER" covers the complete debt. When 2 two payment periods have elapsed, without pay, the" CONDOMINIUM" will suspend the gas and the electric services.-----

----- ARTICLE 75 SEVENTY FIVE- Against the "CONDOMINIUM OWNERS" and their "SUCCESSORS" that do not cover the mentioned in the previous articles shares, will be taken the actions set in this Regulation, and the CONDOMINIUM law of the State of Nayarit, as the following examples are, but not the only:

Payment, execution and confiscation of the properties of the nonfulfilled, founded in the Civil Execution Action, which base document will be the statement of debits (shares and other economic obligations, expenses, default interests and conventional penalties) that are approved or required according to this Regulation, signed by the Administrator and with the approval of the VIGILANCE COMMITTEE President. The above mentioned can only be legally required after 90 ninety days of the debt term last day.

----- ARTICLE 76 SEVENTY SIX.- Independently the last ARTICLE, the "CONDOMINIUM OWNER or as a consequence his "SUCCESSOR", that does not continuously fulfill his obligations or that unreasonably makes conflicts to the other condominium owners, will be sued by the Administrator before a First instance Judge to sell in auction to the highest bidder his condominium rights over his "DEPRIVATION UNIT" OR "APARTMENT,. Also and besides the mentioned before, the non fulfilled person could be sued by damages caused to others.-----

----- ARTICLE 77 SEVENTY SEVEN.- The "CONDOMINIUM" Administration and maintenance expenses in charge of the "CONDOMINIUM OWNERS" are as follows:

----- Every expense from general services of the "COMMON GOODS" as example but not the only ones, water consumption, electric energy, telephones, intercommunication, telecable, internet, fumigation and all the general expenses that are caused in this issue.

----- Fees, commissions, Administrator salary, salaries, any kind of compensations, Social Security shares, Infonabit, taxes and rights, etc.-----

----- The operators, companies or professional, advisers that do something for the “CONDOMINIUM”

----- “COMMON GOODS” tools and cleaning and care equipment

----- Any cost of works done to the “CONDOMINIUM” and all necessary investment to fulfil the maintenance and administration tasks..

----- “COMMON GOODS” conservation, repair, maintenance, reposition and improvement and surveillance and administration expenses

----- Other similar to the mentioned before according to Law or approved by the “CONDOMINIUM OWNERS” Assembly.

----- ARTICLE 78 SEVENTY EIGHT.- All the “CONDOMINIUM” incomes should be deposit in check accounts or in safe investments of authorized Mexican finance institutions. The mentioned accounts should be opened under the “CONDOMINIUM” name, or the association that will be created to conduct the administration and for economic drawdown will be necessary to have two of the following people signatures: Administrator, Vigilance Committee President, Secretary or Treasurer and should register their signatures in the institution.

-----CHAPTER XI ELEVENTH-----

-----OF THE “CONDOMINIUM OWNERS ASSEMBLIES-----

----- ARTICLE 79 SEVENTY NINE.- The “CONDOMINIUM ASSEMBLY” is the “CONDOMINIUM” administration and government supreme court. The legal decisions they take should be compulsory for all the “CONDOMINIUM OWNERS”, even for those that were absent, dissident or minority, “SUCCESSORS” and “VISITORS”-----

----- ARTICLE 80 EIGHTY.- To the “CONDOMINIUM ASSEMBLY” will go with voice and vote every one of the “CONDOMINIUM OWNERS”, personally or a representative with power at attorney. Vigilance Committee can impose economic penalty to the condominium owners that do not attend the General Assembly meeting without any justified cause.

----- ARTICLE 81 EIGHTY ONE.- To attend the CONDOMINIUM ASSEMBLY, the representatives or agent should demonstrate their representation through a power at attorney signed before legal witnesses authorized by the attorney that legitimate the act. Every Condominium owner vote will have a value according to the represented undivided of their “UNITS, APARTMENTS” identified in the CONDOMINIUM REGIME.-----

----- ARTICLE 82 EIGHTY TWO. Any other kind of representative than that of the previous ARTICLE, will be governed by the Condominium Law in the State of Nayarit.-----

----- ARTICLE 83 EIGHTY THREE.- Any person that has a Purchase Sale Contract or informal Purchase Sale or has a Trustee character, and that the transmissor has not maintain the dominium of the "DEPRIVATION UNIT" or "APARTMENT", will be considered as a "CONDOMINIUM OWNER" respect this Regulation unless he is sued by the transmissor for a termination of the contract that gives him the right, before the Law Authorities.

----- ARTICLE 84 EIGHTY FOUR.- In the "CONDOMINIUM ASSEMBLIES" the vote will be personal and public

----- ARTICLE 85.- EIGHTY FIVE.- The "CONDOMINIUM ASSEMBLY" will be within the three first months of each year or as frequently as the ordinary or extraordinary matters require called by the Vigilance Committee, the Administrator, a number of "CONDOMINIUM OWNERS" or registered creditors, representing at least 20% of the "CONDOMINIUM" undivided percentage proved by a Civil Judge of Bucerías, Nayarit.

----- ARTICLE 86 EIGHTY SIX.- The "ASSEMBLY" meeting will be in some of the "CONDOMINIUM" facilities or somewhere else in Banderas Bay, Nayarit..

----- ARTICLE 87 EIGHTY SEVEN.- The ordinary or extraordinary "ASSEMBLIES" First call will be fifteen or twenty natural days previous the meeting date however if necessary in an urgency the call time can be shorter. The call day will not be included in the notification. If all the "CONDOMINIUM OWNERS" were present or duly represented, any kind of "ASSEMBLY" could be celebrated without any previous call. If it was not possible to cover all the agenda points, the meeting can continue in the following days without any call needed and will be legal with any amount of "CONDOMINIUM OWNERS" while there is not a special majority set in the regulation for the matters treated in the agenda.

----- ARTICLE 88 EIGHTY EIGHT.- The "CONDOMINIUM ASSEMBLY" calls must include the Agenda, the address or place and the date and hour. The call will be legal through a published call in those newspapers that are mostly delivered in the "CONDOMINIUM" and pasted in the most visible places inside the "CONDOMINIUM". The condominium owners can also give to the Administrator an address to send the calls through any mean.

-----ARTICLE 89 EIGHTY NINE.- For the Ordinary Assembly meeting in a Second Call, the same first call text will be used simultaneously but the meeting will be seven or fifteen days after the first call meeting date.

----- ARTICLE 90 NINETY.- To be considered legal, the first call of an ordinary Assembly must have at least 51% fifty one percent of the total undivided "CONDOMINIUM". When the second call, any amount of the Condominium owners will be enough, being valid the agreements taken by the Condominium owners attendees. The extraordinary Assemblies can be always celebrated in the first call but there will be valid only the agreements approved by at least 75% seventy five percent represented by the rights (undivided) of the "CONDOMINIUM". This approval will be through the mentioned percentage votes of the attendees or completed within the 30 thirty natural days following the meeting by those condominium owners that did not attend the meeting but after knowing the matters, they approve them.

-----ARTICLE 91 NINETY ONE.- After declaring legal the Assembly, the resolutions will be approved by a majority of votes, excepting the extraordinary Assemblies whose approval will need at least 75% seventy five percent of the total "CONDOMINIUM" undivided or more if it is set in the regulation.

----- ARTICLE 92 NINETY TWO.- The Assemblies will be presided by the Vigilance Committee President or in his absence, by the person designated by the "CONDOMINIUM" attendees.

----- ARTICLE 93 NINETY THREE.- During the ASSEMBLIES, the Administrator will be the Secretary or in his absence the person designated by the attendees. The Secretary will compile a report of the assembly and will pass it to the Minute Book, which must be authorized by the Municipal Authority and that will be kept and be responsible for it the Administrator and will have it available for the "CONDOMINIUM OWNERS". The Administrator can protocolize the Assembly Minute before a Public Notary whose address or jurisdiction is in the "CONDOMINIUM" address Municipality and ask for the corresponding registration.

----- ARTICLE 94 NINETY FOUR.- The Assembly President will designate two tellers among the Condominium Owners attendees. The tellers will registrate the names of the Condominium Owners attending the Assembly and verify their identifications and signature in the corresponding list, as well as the undivided percentage representing the "CONDOMINIUM" to determine if the required quorum is present.-----

----- ARTICLE 95 NINETY FIVE.- The Minute referred in ARTICLE 93 ninety three will be authorized by the Secretary himself and the Assembly President. The two callers will only sign the attendance roll which must be attached.-----

----- ARTICLE 96 NINETY SIX.- The agreements taken in the “CONDOMINIUM ASSEMBLY” according with Article 97 ninety seven will be binding for all the “CONDOMINIUM OWNERS” even those that are Absent or dissident by minority, as well as the “SUCCESSORS, DEPENDANTS and VISITORS”.-----

----- ARTICLE 97 NINETY SEVEN.- Independently the pecentages identified in this regulation, it is required the qualified majority mentioned as follows for the “EXTRAORDINARY ASSEMBLY” solve the next matters.-----

----- For the voluntary extinction of the Condominium Property Regime, it is required the approval of the 75% seventy five percent of the total undivided represented by the “CONDOMINIUM OWNERS”.-----

----- For agreeing the “CONDOMINIUM” rebuilding, demolition and the “COMMON GOODS” sale in the “CONDOMINIUM” demolition, destruction, ruin or obsolescence cases it will be under what is set in the LAW and the BY-LAWS of Nayarit State.-----

----- It will be necessary to have the 75% seventy five percent of the total undivided votes represented by the “CONDOMINIUM OWNERS” to modify the “CONDOMINIUM DEED” or this Regulation, excepting for those cases that the LAW establishes a higher quorum.

----- It is necessary to have 75% seventy five percent of the total undivided represented by the “CONDOMINIUM OWNERS” to transform and to have at disposal the common goods that are not of the “exclusive use” as well as add new areas or divide them.

----- ARTICLE 98 NINETY EIGHT.- When in an “ASSEMBLY” meeting is not possible to get to an agreement because of the different opinions of the “CONDOMINIUM OWNERS” or the votes are tied, the Vigilance Committee will decide what they consider the best and will present for its immediate resolution the case to mediation or to a Court of Law in the “CONDOMINIUM” location.

----- ARTICLE 99 NINETY NINE.- The ORDINARY ASSEMBLIES must deal about the following matters:

----- General report of the “CONDOMINIUM”: about the goods and services as well as the finances. The mentioned before must be available for the condominium owners in the Administration office at least 15 fifteen natural days before the date of the assembly.

----- To choose the Vigilance Committee members or the Special Commissions if necessary.

----- To choose the Administrator-----

----- To approve the income and expenses budget for the next year, in which the ordinary shares will be included and that will be the CONDOMINIUM MAINTENANCE AND ADMINISTRATION EXPENSES FUNDS, the reserve fund and the extraordinary shares.

----- To solve any ordinary matter about the “CONDOMINIUM EL ANCLOTE”

----- To take steps towards common interest matters that are not within the power of the Vigilance Committee or given to the Administrator.

----- ARTICLE 100 ONE HUNDRED.- The EXTRAORDINARY ASSEMBLIES will meet any time and according to article 1021 one thousand and twenty one of the Civil Code of the State of Jalisco and will decide on the following:

----- To modify the “CONDOMINIUM” regime or regulation

----- To make voluntary works or improvements

----- To transform or have the common goods.

----- To agree about the extinction of the Condominium Regime

----- To add new areas to the Condominium Property Regime or divide them

----- To ask a Judge to make a Condominium Owner sell his rights (property) -----

----- To agree the rebuilding of the real estate of this Regime

----- To solve any extraordinary matter related to the “CONDOMINIUM EL ANCLOTE”

----- Any other decision about the Condominium owners met in the Assembly

-----CHAPTER XII TWELFTH-----

----- OF THE VIGILANCE COMMITTEE-----

----- ARTICLE 101 ONE HUNDRED AND ONE.- The Vigilance Committee consists of 3 three “CONDOMINIUM OWNERS” or their representatives chosen as owner members Their performance will be free, except if the Assembly decides otherwise.

----- ARTICLE 102 ONE HUNDRED AND TWO.- The Vigilance Committee members will be chosen by the “CONDOMINIUM ASSEMBLY” and can only be removed by it. Unless the ASSEMBLY

removes them, the Vigilance Committee members will last one year and can be reelected, but if they are not, they must continue until someone else is chosen.

----- ARTICLE 103 ONE HUNDRED AND THREE.- Assembly will designate the positions that the board members will occupy in the VIGILANCE COMMITTEE. The President: one Secretary that will replaced the President in case of resignation or absence, Treasurer and two Vocals, one of which will substituted other members of the Committee in case of resignation or separation. -----

----- ARTICLE 104 ONE HUNDRED AND FOUR.- In order to be considered legal, all the Vigilance Committee meetings must be attended by the majority of its members and will be as frequently as the Council establishes.

----- ARTICLE 105 ONE HUNDRED AND FIVE.- The Vigilance Committee meeting requirement will be done by the Administrator or by the majority of its members, according to the case, with the time the matter urgency allows, pointing the agenda, the place and hour in Punta de Mita, Nayarit.

----- ARTICLE 106 ONE HUNDRED AND SIX.- The Vigilance Committee will make a decision according to the most of the votes but if the votes are tied the President will have a quality vote that will be an additional vote. The Administrator will never be allowed to vote in the Committee.

----- ARTICLE 107 ONE HUNDRED AND SEVEN.- All the Vigilance Committee members can participate with the knowledge of the matters of the agenda and with a vote. The Counselor position is not transferable and must be understood to be in charge of the CONDOMINIUM matters according to what is set in this Regulation and in the LAW.-----

----- ARTICLE 108 ONE HUNDRED AND EIGHT.- In all the Vigilance Committee meetings, there must be an Act signed by all the attendees members. The CONDOMINIUM Administrator must keep these acts in chronological order and must be available for the CONDOMINIUM OWNERS if they ask for them as well as any other correspondence or documents related to the CONDOMINIUM. The Vigilance Committee will always have the meetings with the presence of the Administrator, and only in special cases can ask him to leave.

----- ARTICLE 109 ONE HUNDRED AND NINE. The Vigilance Committee will have the powers mentioned in the LAW.

----- To watch the “DEED”, this Regulation, the CONDOMINIUM ASSEMBLY resolutions, this document and the Administrator compliances,

----- To watch the job and efficiency of the Administrator, to listen and receive the CONDOMINIUM OWNERS compliances and to take the appropriate actions, listening to the ones involved and the Administrator himself.

----- To solve the matters exceeding the Administrator power and that are not of the CONDOMINIUM ASSEMBLY power.

----- To authorize the urgent matters of the ASSEMBLY that cannot be pending until the ASSEMBLY meeting.

----- To make the ordinary or extraordinary CONDOMINIUM ASSEMBLY calls.

----- To check the inform, the statement, and the balance given by the Administrator and CONDOMINIUM councilors.

----- To give the ASSEMBLY an annual activities report and the CONDOMINIUM balance before the meeting in the Administration office.

----- Determining and if necessary Applying sanctions to the unfulfilled “CONDOMINIUM OWNERS” or their “SUCCESSORS” according to the corresponding Chapter of this Regulation.

----- To watch the funds and patrimony management done by the CONDOMINIUM Administrator.

----- To execute those agreements entrusted by the ASSEMBLY.

Most of the Vigilance Committee members acting together will have the permanent Condominium representation, in administrative and legal matters so will have the power of a general attorney for lawsuits and collections and for administration acts according to the LAW. So, in the judicial it is enough to say that they are given and the agent can represent the giver in any business of volunteer, mixed and contenciu jurisdiction since the beginning to the end, acting in any moment with a specialist assessment who must act with him in the general powers to administrate all goods and it is just necessary to give that power and the agent can have all administrative power. He will also give and subscribe credit titles according to article 9 ninth of the Titles and Credit Operations General Lay and open for the CONDOMINIUM bank accounts and sign checks. He will also have the special power given in article 282 two hundred and two and two bis of the Civil Procedure Code of the State to attend the conciliation hearing set in that code in order that the CONDOMINIUM can conclude those litigations in which it is involved. He is also given the power for labor administration acts that according to the Labor Federal

Law attend the hearings or meetings, answer suits, offer proofs, acquit, vent the confessional, try or withdraw a restriction suit in the CONDOMINIUM defense in any matter. It is also set the power of this Vigilance Committee to delegate or fully or partially revoke the power to those it decides.

----- To hire the necessary CONDOMINIUM advisers and authorize their fees

----- Intervene in conflicts among CONDOMINIUM OWNERS”, “SUCCESSORS” or “VISITORS”

----- It will additionally have the power conferred on the Administrator according the Civil Code of the State of Nayarit and the LAW and that set in this Regulation, and can revoke the Administrator any decision.

----- Do and update in time the adaptation and conditioning of the deprivation units or apartments that will be obligatory for all the CONDOMINIUM OWNERS or their SUCCESSORS.-----

----- All the others ordered by the Law and this Regulation.

-----CHAPTER XIII THIRTEENTH-----

-----OF THE ADMINISTRATOR-----

----- ARTICLE 110 ONE HUNDRED AND TEN.- The CONDOMINIUM Administration will be in charge of the person or entity designated by the CONDOMINIUM ASSEMBLY

----- ARTICLE 111 ONE HUNDRED AND EIGHTEEN.- The Administrator can be named and removed at any moment by the ASSEMBLY.

----- ARTICLE 112 ONE HUNDRED AND TWELVE.- Only in Administrator unjustified or definite not attendance, this regulation breach or resignation, the Administration Council will designate a substitute, asking the CONDOMINIUM ASSEMBLY for a quick ratification

----- ARTICLE 113 ONE HUNDRED AND THIRTEEN.- The Administrator will be the CONDOMINIUM agent in administrative and legal matters thus he will have the power for lawsuits and collections and administration matters according to the two first points in Article 2206 two thousand two hundred and six and the three first paragraphs of Article 2207 two thousand two hundred and seven of the Civil Code of the State of Jalisco. So, in the judicial it is enough to say that they are given and the agent can represent the giver in any business of volunteer, mixed and contenciu jurisdiction since the beginning to the end, acting in any moment with a specialist assessment who must act with him in the general powers to administrate all goods and it is just necessary to give that power and the agent can have all administrative power as is set in article 2208 two thousand two hundred and eight of the

mentioned law this order is to limit the Administrator so he cannot administratively oblige the CONDOMINIUM for more than the equivalent to three months of the general income and expenses budget duly authorized by the assembly. He will also give and subscribe credit titles according to article 9 ninth of the Titles and Credit Operations General Law and open for the CONDOMINIUM bank accounts and sign checks. He will also have the special power given in article 282 two hundred and two and two bis of the Civil Procedure Code of the State to attend the conciliation hearing set in that code in order that the CONDOMINIUM can conclude those litigations in which it is involved. He is also given a special power in the labor administration acts, according to Article 11 eleven, 692 six hundred and ninety tw, 695 six hundred and ninety five, 876 eight hundred and seventy six of the Labor Federal Law to attend the hearings or meetings, answer sues, offer proofs, acquit, vent the confessional, try or withdraw a restriction suit in the CONDOMINIUM defense in any matter. It is also his power to fully delegate or partially revoke the power to those who have been given it.

----- ARTICLE 114 ONE HUNDRED AND FOURTEEN.- The Administrator agreements oblige the “CONDOMINIUM OWNERS”, SUCCESSORS” and “VISITORS” and can be revoked or modified by the Assembly Vigilance Committee.

----- ARTICLE 115 ONE HUNDRED AND FIFTEEN- The Administrator, previous authorization of the Vigilance Committee, can name and remove his administration staff according to the ASSEMBLY authorized income and expenses budget.

----- ARTICLE 116 ONE HUNDRED AND SIXTEEN.- The administration staff will directly depend on the Administrator, and he can also hire any other specialized service mentioned in the budget previous authorization of the Vigilance Committee

----- ARTICLE 117 ONE HUNDRED AND SEVENTEEN.- The Administrator will be also responsible by any irregularity done by the previous Administrator, specially those economic, in taxes and social security irregularities if he does not put them in the Vigilance Committee attention within the sixty natural days after he noticed them.

----- ARTICLE 118 ONE HUNDRED AND EIGHTEEN.- The Administrator will not be responsible when acting according the ADMINISTRATION COUNCIL resolutions, however when these resolutions are not legal or the procedure is incorrect, he must immediately convoke the CONDOMINIUM ASSEMBLY to notify them of the situation.

----- ARTICLE 119 ONE HUNDRED AND NINETEEN.- The CONDOMINIUM Administrator besides his obligations and power mentioned in the LAW, will also have the following:

----- Call for Assembly when necessary.

----- Watch the CONDOMINIUM security as well as its conservation, cleaning, surveillance and maintenance

----- Determining and supervising the staff. functions and work.

----- Hiring operators, specialists and services necessary for the CONDOMINIUM maintenance, operation and attention, previous authorization of the Vigilance Committee.

----- Watch the execution of the clauses mentioned in the “DEED” about this Regulation, the CONDOMINIUM ASSEMBLY and Vigilance Committee agreements

----- To watch the order and morality of the “CONDOMINIUM OWNERS”, “SUCCESSORS” AND “VISITORS” inside the CONDOMINIUM of if necessary, take any necessary action to deny the “CONDOMINIUM” entrance or take people out when disturbing or undermine the reputation, security and function of the CONDOMINIUM or disturbing the peace and public order.

----- Immediately inform the Vigilance Committee of any incidents and important problems happened in the “CONDOMINIUM” and take any necessary action according to the case.

----- Preparing and suggesting the “ASSEMBLY” the CONDOMINIUM general income and expenses budget, or extraordinary and replenishment budgets if necessary

----- Charging and collecting ordinary, extraordinary or any other “CONDOMINIUM OWNERS” shares and giving receipts or corresponding settlements, all CONDOMINIUM payments and collect payment receipts

----- Pay CONDOMINIUM Taxes and rights on time

----- Manage bank investment funds and checks account approved by the Vigilance Committee in the Credit institution chosen by the Vigilance Committee.

----- Any payment of the “CONDOMINIUM” expenses, must be done with the authorized Vigilance Committee members

----- To deposit in the CONDOMINIUM bank accounts any income, within the three natural days after receiving them.

----- To lead CONDOMINIUM bank accounts, keep and have updated the accounting books, the acts and agreements book, the Vigilance Committee acts book, the income and expenses registration book or any other that register the mentioned accounts.

----- Monthly inform and accountability to the Vigilance Committee AND every three months to the CONDOMINIUM OWNERS that require it.

----- To institute legal actions mentioned in this regulation

----- To watch the execution of what is ordered by the corresponding Federal, State or Municipal authorities that involve the CONDOMINIUM

----- To settle the CONDOMINIUM operation schedule and set with the Vigilance Committee authorization the necessary regulations of the use of the facilities and condominium services.

----- To keep the CONDOMINIUM OWNERS Leasing Contracts or any other contract registration that involve any APARTMENT possession and of their charges, watching that the mention contracts do not have anything against this regulation.

----- Suggest the Administration Council the corresponding penalties to the CONDOMINIUM OWNERS for nonfulfillment or for any other violation to this Regulation or to the Law.

----- In general, execute all necessary actions for the CONDOMINIUM ordinary administration and do all necessary to follow the Law, this Regulation or any other legal order that must be watched by the CONDOMINIUM

----- He will have the power to reset against the unfulfilled the correct function of the APARTMENTS facilities that may risk the CONDOMINIUM or any person security

----- To ask the CONDOMINIUM OWNERS or their SUCCESSORS the official or personal documentation that ensure the regulation and law compliance about their APARTMENTS

-----CHAPTER XIV FOURTEENTH-----

----- PENALTIES-----

----- ARTICLE 120 ONE HUNDRED AND TWENTY.- The CONDOMINIUM OWNERS will be responsible of the payment and penalties set in this chapter, as well as those mentioned in article 74 seventy four besides other actions that could be penalized because of the nonfulfilment of this regulation.

----- ARTICLE 121 ONE HUNDRED AND TWENTY ONE.- The CONDOMINIUM OWNERS, according to this chapter,will be responsible before the CONDOMINIUM of the penalties payment and fulfilment set in this regulation or in any other related to the CONDOMINIUM.

----- ARTICLE 122 ONE HUNDRED AND TWENTY TWO.- The “CONDOMINIUM OWNERS” and their “SUCCESSORS” will also pay the CONDOMINIUM for the default interests and the conventional penalties mentioned in articles 74 seventy four, 75 seventy five and 76 seventy six, if nonfulfilment or any other obligations set in this Regulation or those that in the future CONDOMINIUM ASSEMBLY, the Vigilance Committee or the Administrator himself determine for the monthly conventional penalty equivalent to an approved or in the future approved by the ASSEMBLY ordinary monthly share about the APARTMENT for all the time until the payment is done.

----- ARTICLE 123 ONE HUNDRED AND TWENTY THREE.- The CONDOMINIUM OWNER” that continuously unfulfil his obligations or that without reason causes any problems to other condominium owners, will be sued by the Administrator with a First Instance Judge of the condominium address to sell in a public auction to the highest offer his DEPRIVATION UNIT or APARTMENT condominium rights in the terms mentioned in THE LAW-----

If a “SUCCESSOR” is nonfulfilling, will be sued by the Administrator to leave the APARTMENT in the terms of THE LAW

-----CHAPTER XV FIFTEENTH-----

-----DESTRUCTION AND EXTINCTION-----

----- ARTICLE 124 ONE HUNDRED AND TWENTY FOUR.- If the CONDOMINIUM building were totally destroyed or in at least three fourth parts, any condominium owner could ask for the division of the common goods as the general rules of co property. If the destruction is not as mentioned before, the assembly will decide its rebuilding. The minority condominium owners must contribute with the rebuilding in the corresponding proportion or to sell their rights to the majority condominium owners according to the expert value. The mentioned before will also apply if building ruin or inoperability occurs.