

## **CONDOMINIUM PUNTA ESMERALDA- ADMINISTRATION BYLAWS**

The “Condominium Punta Esmeralda” and each one of the units in private ownership which integrate it will be submitted to; the owners, usufructuaries, home residents, title holders of rights, or simple occupants under any title and over any unit, the bylaws which is articulated and established as hereinafter set forth, which also represents the link which unites or will unite them, and the management of common interests that will regulate the rights and obligations of the community; being the document addressed to manifest said regulations in front of third parties; thus, and due to the fact of its acquisition itself; and if it is the case, due to the regular occupation and usage of one or several units integrating the condominium, the owner (s), or title holders of the rights of any title, or just regular occupants are submitted to the terms of the following:

### **CONDOMINIUM “PUNTA ESMERALDA” ADMINISTRATION AND CONDOMINIUM BYLAWS.**

#### **CHAPTER I.**

##### **GENERAL PROVISIONS.**

**FIRST.** For the effects of the present bylaws, the following definitions are established:

CODE: The Civil Code of the State of Nayarit.

LAW: The law regulating the Condominium Regime and the Real Estate of the State of Nayarit.

CONDOMINIUM: The Condominium Regime which is constituted over “The Property” and hereinafter will be referred to as “CONDOMINIUM PUNTA ESMERALDA”.

CONDOMINIUM UNIT: The group of units of exclusive ownership, with the common areas which will integrate the condominium and will make their use possible by a group of title holders.

CONDOMINIUM COMPLEX: The entire group of units built on a single lot.

CONDOMINIUM: The person or artificial person entitled with the real right of ownership over one or more units of exclusive ownership of the condominium.

EXCLUSIVE OWNERSHIP OR PRIVATE UNIT: The private use goods of each one of the condominium units.

COMMON AREAS AND COMMON AREAS: The entirety of areas or goods of common ownership that may not be defined in this deed or in the addenda as exclusive ownership goods and in general, the goods referred in fraction III (Third)

of article 22 (twenty two) of the law regulating the Condominium Regime of Real Estate of the State of Nayarit.

PROINDIVISO PERCENTAGE (Undivided Percentage) OR ALIQUOT. The right of the joint owners over common areas, in direct proportion to the value that their unit(s) in exclusive ownership may represent, in relation to the total value of the condominium complex.

ASSEMBLY: The gathering of the joint owners executed with prior notice, in order to propose, to discuss, and if the case allows, to solve joint owners common interests, which as being such, is the supreme organ of the condominium.

BYLAWS: The condominium's internal administration bylaws.

TOWN HALL: The constitutional town hall of Banderas Bay, Nayarit.

ARTICLES OF INCORPORATION: Public title deed whereby the Condominium Regime is constituted.

COMMON EXPENSES: The expenses for the concept of representation, conservation and operation of the common areas of the condominium and for the concept of contribution to the destined fund for maintenance and administration, as well as for the reserve fund for incidentals and for the acquisition and replacement of equipment and machinery.

OCCUPANT: It refers to the titleholder joint owner of one or several private units as well as their family members, guests or any other person that for any title may occupy any space integrated to the condominium or any person present, even accidentally, at the condominium.

## **CHAPTER II. RIGHTS AND OBLIGATIONS OF THE JOINT OWNERS.**

**SECOND.** The right of each joint owner over the condominium common areas will be in direct proportion to the percentage of his/her/their private unit, set forth in the articles of incorporation.

The right of joint ownership over the condominium common areas, will only be alienable, taxable or susceptible to garnishment by third parties, jointly with the private unit from which it may be considered as an inseparable accessory.

The joint ownership over the condominium common areas is not susceptible of division.

**THIRD.** Each joint owner may use the common areas and will hold the right to enjoy the services and general facilities, according to their nature and regular destination, without restricting nor making the rights for the rest of the owners more

burdensome.

**FOURTH.** Each joint owner may use, and enjoy his/her/their private unit with the limitations and prohibitions established by the law, the articles of incorporation and the present bylaws, and the title deed or title for transfer of the condominium.

Each private unit constitutes or is destined to constitute an indivisible unit, where one or several properties will be built, depending on each case, with the purpose of holding single family living exclusively, and remains strictly forbidden to designate any real estate belonging to the condominium "Punta Esmeralda" for its use under the known system of "time share", in any of the expressions that may refer to the same, but understanding that one through which, third parties acquire the right of use and enjoyment of one or several units for living purposes, the real estate in it (them) and in the case, the facilities, areas, and common services, limiting the exercise of such right to a certain amount of days per year and a certain period of years.

Neither will be subject of sale nor lease, any part of the properties, such as rooms, maid quarters, with the exception of parking spaces for cars (if the case allows), which may be leased to another joint owner. The breach of these provisions may cause, depending on the case, the rescission of the contract which originated the possession of the real estate or the obligatory alienation of the corresponding private unit according to the procedure that a trial may followed against the violator, prior agreement at the joint owners assembly, in the terms of articles 49 forty nine of the law.

The joint owner and his/her/their tenants, or any other assignee of the use, will have the same obligations in front of the rest of joint owners, who will agree among themselves, in which cases, the user will have the representation of the joint owner at the assembly which may take place. In all cases, the joint owner and the user are joint and severally responsible for the obligations of the private unit in relation to the condominium.

**FIFTH.** For the realization of works on common areas and general facilities, the following rules will be observed:

I. The required works in order to maintain the condominium as a well conserved place, working in regular and efficient operating conditions, having efficient security, will be executed by the administrator, prior license, and depending on the case, of the town hall authorities that may correspond, the consent of the Vigilance Committee will be sufficient, and without the joint owners consent, all expenses generated by the foregoing will be charged to the maintenance and administration expenses fund. Whenever said fund may not be sufficient or it may require unforeseen works, the administrator shall call to the joint owners assembly, in order to, as prevented by the present bylaws, solve what may correspond.

II. In order to execute purely voluntary works, that although may be translated as an improvement, or more comfort, whether they may raise the value of the condominium or not, or in the case of works that, without being necessary, may in fact raise the value of the condominium, they shall require a 51% (fifty one percent) of the total of votes of the joint owners, gathered at the assembly, and

III. The repairs or urgent replacements of common areas or general facilities, may be executed by the joint owners, in the case the administrator may be absent, and the charges will go to the maintenance expenses fund.

In any case, works that may put the conservation or stability of the condominium in risk shall be allowed, nor those that may affect the security or comfort of the condominium; nor that may permanently block the use of a part of common service, even if just one owner is being blocked; nor those affecting any private unit, in the last two cases, works will be allowed, with an unanimous agreement amongst the joint owners and, in the last case, if the affected owner is submitted to a hold harmless agreement granting his/her/their full satisfaction. If the modifications are just referred to works, all the town hall corresponding procedures shall be met, and in the case that said works may modify space, open air areas or parking spaces, they shall attach the approval of the corresponding public works department as well as the authorizations of planning and urbanization departments.

**SIXTH.** Each joint owner or occupant will use his/her/their private unit in a tranquil and orderly manner; therefore, he/she/they shall not use it against morality or against moral customs, nor using it for other purposes different from those manifested and agreed. He/she/they shall not execute acts: affecting the tranquility of the rest of the joint owners and occupants; those compromising the stability, the security, sanitation or comfort of the condominium, whereby he/she/they shall incur in omissions which may produce the same results. For the owner or occupant in violation of the foregoing provisions, what is set forth in article 49 (forty nine) of the law will be applicable.

**SEVENTH.** Each joint owner who may wish to execute any type of work in his/her/their private unit shall be able to execute it, only if there is a prior written approval of the vigilance committee.

**EIGHTH.** Each and every joint owner shall be obligated to contribute to the reserve fund, and the fund for administration expenses that may require the condominium to remain running regularly and efficiently, and may be administered and maintained in good security conditions, stability and conservation, being an obligation of each joint owner to contribute, in direct proportion to his/her/their joint ownership percentage the necessary amounts in order to cover the mentioned expenses.

The joint owners shall pay the ordinary maintenance fees on an anticipated bimestrial basis, without the collection management requiring payment, and the

payments shall be made in the administration office, within the first five days of the bimester, granting those owners paying in advance, a 5% (five percent) discount per down payment. The foregoing, independently from the use of his/her/their private unit(s); whether he/she/they may decide to rent it (them), or in any way he/she/they may decide to cede their use to third parties.

Once the contributions of the joint owners are made, two funds will be created, one for applying it to the maintenance and administration expenses, and the other for a fund that will serve for the acquisition or replacement of machinery, and of devices that may be held necessary in order to increase the condominium's patrimony. The amount of each fund will be determined by the General Assembly in the annual budget for administration and maintenance expenses, performed by the administrator and that shall be approved by the assembly itself.

For the creation of reserve funds for the acquisition and replacement of machinery and devices, the joint owners, at the moment of receiving the possession of their private units, independently from the deposits previously mentioned, shall cover an equivalent amount of one hundred percent (100%) of the amount of the bimestrial fee established for administration and maintenance.

As long as the reserve fund is not utilized, the amounts integrating it and the deposits constituted shall be invested by the administrator, on fixed rate valuables, redeemable at sight. In relation to the administration and maintenance common fund, if at the end of the exercise being assessed, there is a surplus, the assembly may determine its reimbursement to the joint owners, in the same proportion at which they had previously paid it.

Whenever these funds would not be sufficient in order to pay any common expense or extraordinary one, each joint owner shall contribute the additional fee that the assembly may had agreed upon, and for that reason the administrator shall call the corresponding assembly for obtaining the necessary resources and for obtaining the approval of the expense.

**NINTH.** Common expenses are the following:

A). All the expenses made for the conservation, repair, replacement, substitution, addition, improvements, operation and maintenance of the condominium and its common areas, and for those areas that may be used by all the joint owners, as well as any other type of expense that the assembly may designate to execute.

B). The cost of consumption of water, electric power, phone service, and the rest of utilities that may be used in or due to the common areas and services, and those being used in common areas which may be utilized by all the joint owners.

C. Those that may be incurred in for assuring the stability, functionality, sanitation, aesthetics and comfort of the condominium.

D). The remuneration of any amount, distributed to the administrator, professionals, experts, employees, technicians, companies and all type of persons providing services for the administration and maintenance of the condominium.

E). The cost of the materials, equipment, devices and the rest of the elements utilized for the operation, administration, maintenance and replacement of the common areas and services.

F). The taxes, rights and the rest of fiscal charges taxing the common areas and services.

G). The amount of insurance premiums obtained by the administrator, with legally established insurance companies in order to cover the civil general obligation of the condominium, at least, in case of hurricane, earthquake, explosion, fire, plus the ones agreed upon at the General Assembly, and with the knowledge that when obtaining such policies, the insurance company in relation to that agreement, accepts to a waiver of right of subrogation.

**TENTH.** Whenever any joint owner may be found as not paying the maintenance fees during the appointed term for the payment, he/she/they shall pay an extra charge which shall be determined by the General Assembly, and lacking such, he/she/they shall be charged with an equal interest to said extra charges applied by the Mexican IRS (Secretaría de Hacienda y Crédito Público) to all delinquent contributors.

Whenever a joint owner may constitute him/herself (themselves) in delay, the administrator will distribute the amount of the debt caused, and will continue to induce amongst the rest of the joint owners, in proportion to the value of their private units, until said debt is paid in full. In said case, the administrator will reimburse for the effects of this extra charge the amount which would have been contributed, plus the interests in the proportion that may correspond.

**ELEVENTH.** The minute of assembly whereby the determination of the payment of the maintenance fees, or those where the maintenance expenses or realized expenses are distributed, will be taken to official filing in front of a public notary, attaching the bank account statement, issued by the administrator and signed by the president of the vigilance committee, which will be held as an executive paper for its collection under the terms set forth in article 48 of the law.

**TWELFTH.** In the case of delinquent owners, the administrator shall be entitled to proceed and to run any legal actions which he may deem necessary, in order to demand the compliance of the due payments. And, if the vigilance committee so determines, he/she will proceed further, and suspend his/her/their services

such as water, electric power, garbage disposal, etc., provided that said services are supplied by the condominium directly.

**THIRTEENTH.** In case of negligence of any of the joint owners, their families or guests, and damages are caused to common areas and services, the responsible ones shall have the obligation of paying for such damages. In case of not doing so immediately, the joint owner will be held as a delinquent owner. The joint owners shall be joint and severally considered among each other and shall not allow themselves, nor shall allow others in any way misuse the common areas and services, to do anything that may be found in violation of the good functioning and also, the morality shall be observed in the behavior of those living at the condominium. Therefore, the joint owners, their families and guests shall use said goods in an orderly and tranquil way, in accordance with morality and moral customs.

**FOURTEENTH.** The joint owner who repeatedly is not meeting his/her/their obligations of payments, besides being responsible for the prejudices and damages that may cause to the rest of owners, shall be sued with the rescission of the contract, or may be obligated to sell his/her/their rights in public auction, respecting the first right of refusal, in favor of the tenant, if existing, or in favor of the rest of the owners, in said order, according to the terms of the present bylaws. The exercise of these actions will be solved at the joint owners assembly, by a minimum of 75% (seventy five percent) of the total of votes of the condominium. The foregoing, is understood without prejudice of the delinquent owner being sued for the payment of his/her/their due fees, through the means of civil executive way, based upon article 48 of the law.

**FIFTEENTH.** If the person not meeting his/her/their obligations were not an owner occupant, then the administrator will sue him/her/them in order to run a dispossession of the private unit, prior consent of the owner. If the latter may be against such actions, the proceedings will be against both of them, tenant and owner, according to terms in article 49 of the law. Also, applicable to this case, is the last part of the previous article.

In any case, the tenant and the owner shall be deemed joint and severally responsible for the obligations set forth herein.

**SIXTEENTH.** The joint owners shall cover the real property tax of their private unit(s) as well as the corresponding part over the common areas, and for the rest of the taxes and rights in relation to the condominium, being caused by themselves.

**SEVENTEENTH.** The joint owners are obligated to:

- 1). Avoid storage of flammable materials or dangerous substances in private units that in any way may represent a threat against the condominium's safety, the occupants, or may be a disturbance for the rest of the owners.

2). Take precautions in order to avoid robbery in their private units, with the understanding that the people at the service of the condominium will watch over the common areas, but they do not have the obligation to oversee the private units.

3). Avoid using stereo sound systems, and TV's at high volume, and in general, avoid all type of sound systems and noisy equipment. It is mandatory to reduce these noises to the minimum starting at 9:00 p.m. until 9:00 a.m.

4). Avoid making electric installations to all wires not pertaining to owners' private units, as in common areas. Parabolic antennas for TV- satellite transmission shall not be placed anywhere.

For the installation of reception equipment or transmission of signals and sounds of any type, construction, installation and maintenance of cables, lighting systems, ducts, or communication or electric power transmission, of phones, radios, TVs, fluids, emissions or any other type of visible device(s) from the exterior of the property built in the private units, it will be necessary to obtain prior consent of the vigilance committee.

The occupants will abstain from setting on the properties; any type of advertisement or signs; whether such signs are political, commercial or religious ones, with the exception of those signs used for naming the house or the name of the owner(s).

The administrator will be entitled to withdraw, without prior notice and without responsibility, any strange element invading the common areas.

5). Decoration in Private Units open areas wich can be seen by the common areas shall keep uniform colors according to the condominium. Avoid using contrasting colors.

5). Due to safety and operational reasons, the access to common services areas, to common equipment such as engines, operating equipment and maintenance equipment, will be restricted. The administrator or the people who he may assign will be the only ones allowed to enter and to execute the maintenance operations and works for repair as well as for the corresponding decision making process according to their responsibilities and jobs.

6). Each owner will use the common areas without affecting the use and enjoyment of other owners and occupants in a negative way. In general, the owners shall not provoke any disturbances to any other owners in the use of common areas.

7). Social reunions and parties shall not be held at the common areas without prior written approval from the administrator of the condominium.

8). Without any exception, all visitors shall obtain a visitors pass granted by the

administrator of the condominium.

9). For safety reasons, no visitor shall be allowed at the condominium without proven fact that the person is an owner's or occupant's guest, and hold(s) his/her/their visitor's pass.

10). Visitors who are found at the condominium without the visitor's pass, or in the administrator's opinion, may imply a safety risk to others or the condominium, will be required to leave the premises immediately, by order of the administrator.

11). The condominium is considered as private property and all precautions shall be taken whenever an owner invites recently met guests to the condominium.

12). In order to assure the safety of the owners and occupants, the administrator will hold full right of refusal of access to the condominium to any visitor.

13). No owner nor occupant will be allowed to carry glasses, bottles nor glass utensils to the pool or the pool area.

14). Children under the age of 12 (twelve) shall be accompanied and supervised by an adult whenever they are at the common areas.

15). Owners and occupants are responsible for the behavior of their children and shall make sure that they do not disturb other owners or provoke damages to other owners' properties or to common areas.

16). Children will not be able to play or make noise on aisles, walkways or parking spaces.

17). The use of lounge chairs and outdoor furnishings will be submitted to the rule "first come, first serve". Owners and occupants will not be able in an unilateral way to save lounge chairs for extended period of times, i.e. placing personal belongings on said lounge chairs and afterwards, leaving them for their own use.

18). The use of sports facilities, recreational or service ones, will be under the rule "first come, first serve", unless reservations are allowed by the administrator.

19). Fund raising, campaigns, or promotional activities are not allowed on common areas without prior approval from the administrator of the condominium.

20). The use of common areas and facilities, including pools, will be at the

owner, user, visitor or occupant's own risk.

21). The condominium will not be responsible for damages to any owner or occupant derived from any cause, since at all times, the use of the facilities and common areas is under the user's own responsibility. Owners and occupants are responsible for their own safety at all times.

22). Since wet surfaces may be dangerous, owners and occupants shall take precautions on pool areas, and on every exterior areas and entrances to the building during and after rain. The use of appropriate shoes on common areas is always required.

23). Owners shall comply with the exposed rules in all recreational facilities. Owners and occupants will be responsible for the compliance of said rules, including, but not limiting to the exposed ones, at the beach club and at the pools.

24). Children under 12 (twelve) shall be accompanied by an adult, whenever they swim in the pool, or at the pool areas. No divers' activities are allowed, nor jumping from any structure surrounding the pool area. Owners and occupants shall observe the depth marks (located on each side of the pool), before using the pool. There are no life jackets, nor life guards at the pools. Pools, including all equipment and recreational facilities, wherever they may be located, imply risks, thus, owners and occupants shall take extreme precautions whenever using them.

25). The condominium or the owners shall not be responsible for any damage, lesion or life loss caused by the use of the pool, the equipment or the recreational facilities.

26). No owners, occupants nor visitors may leave unattended vehicles on the access ways or at the maintenance and loading areas.

27). Visitors parking lots will be available under the rule "first come, first serve". The repair of motor engine vehicles, boats, surfing boards, or any other type of sports equipment, and/or storage of said equipment is not allowed at the parking spaces of the condominium.

28). Visitors will not be able to park at any other parking area different than the visitor's parking area.

29). No person will be authorized to use the handicapped parking spaces, unless he/she/they has (have) a proven physical disability.

E). All owners shall allow the execution of necessary repairs on common areas of the condominium, collaborating at all times with the architects, contractors and workers in charge of executing them, and especially works related to ducts,

and common piping, also they shall allow the visits of the administrator to his/her/their private unit(s), with the purpose of verifying that what has/had been agreed upon herein, is being met, as well as what is set forth in the articles of incorporation and in the law.

F). The owner shall present the administrator any contract which he/she/they may require to employ as a leasing agreement or any other type of contract, whereby he/she/they may be ceding the use of the private unit(s), as well as the remodeling of the same, with the purpose of verifying if it (they) is (are) adjusted to what is provided for herein, in the articles of incorporation and in the law, and for it (them), if the case allows, to be approved. In all cases, on each contract, a copy of the present bylaws will be attached, for the effects that the contractors submit to the rights and obligations, which may be applicable as occupants of the condominium. Notwithstanding the foregoing, the joint owner will continue to be the responsible one for the compliance of the obligations established by the bylaws, the articles of incorporation and the law.

Each one of the contracts referred heretofore, shall contain a clause through which it is established, that there will be a cause of early termination of the same if any of the obligations established by the bylaws, the articles of incorporation, or by the law are breached.

G). To attend the joint owners assemblies, or presenting themselves through a corresponding letter of attorney, or authorized proxy.

H). Not to keep pets of any kind in the private units, nor in the common areas of the condominium, without prior written approval of the vigilance committee.

I). The only exception of what is written above, and for which the approval is not required, is just a notice to the vigilance committee complying with the corresponding sanitary rules, if in the case the joint owners may wish to keep domestic pets, understanding the rules as the following: dogs up to 50 cms. height, cats, and fish of any kind. In the case of dogs and cats, a maximum of 2 (two) per unit will be allowed.

The vigilance committee shall, in each case of granting the acceptance, impose the conditions which may be deemed appropriate, and set the amount per infraction for violating the same, being fully empowered to the revocation of the acceptance, if the case allows.

I.1. It is forbidden at all times, to disturb, capture, hunt or to commercialize animal species present on any of the areas of the condominium.

I.2. All owners' or user's pets of the condominium, shall be registered by the condominium's administrator. It will be necessary to hold all licenses and approvals which may be set by the law.

I.3. All pets shall carry an ID plate with the date of its last vaccination; and all not complying with this, will be taken out from the community.

I.4. For safety reasons, pet owners shall insure that his/her/their pet(s) are not out of their property or without leash around the condominium areas, and at all times must be under complete control of its owner(s).

I.5. Areas destined for lodging of pets within each property shall be kept clean, and in good conditions, avoiding undesirable environmental effects.

I.6. Dangerous species are forbidden, as well as those which are considered noisy and have bad odors.

I.7. Owners or their maids shall at all times accompany the pet(s) whenever at allowed common areas or at driveways.

I.8. Pets shall always use a leash and/or a muzzle.

I.9 Pet feces shall be immediately picked up by the owner. In the case of a violation of the present, the pet's owner shall be charged with a penalty fee of USCY \$100.00 (one hundred american dollars 00/100), on second infraction, the amount will be of USCY \$200.00 (two hundred american dollars 00/100), for the third infraction, the pet's owner shall be obligated to have his/her/their pet moved away from the condominium.

I.10. The joint owner will be obligated to maintain the best conditions, in relation to cleanliness and maintenance, to benefit the pets, within the private area, and it will be forbidden to place them on easement areas marked on each lot, avoiding them to be visible from the common areas of the complex.

I.11. All pets living at the condominium property shall be kept well trained, in order to avoid attacks to the people at the condominium. Urinating and defecating pet habits must be kept under complete control by its (their) owner (s) in order to always avoid physiological residues out of the assigned places by the owners, inside their private units. In the event that any type of pet may be detected as not having the sufficient training in order to comply with the foregoing rules and regulations, it (they) shall be moved away from the condominium.

J). To keep their private units, as well as the facilities in good conservation state and good running conditions.

In the case that one or more joint owners may be found not complying with the foregoing rules and with the administrator's criterion or the vigilance committee's, and their omission affects the good appearance of the condominium, all the responsible joint owners will be notified regarding the works that is necessary to execute, with the purpose of these requirements

being executed within a maximum term of 60 (sixty) natural days, starting from the date of the notice. If this does not occur, the administrator will be able to request those works at the joint owner's expense.

K). To comply with, and to make the family, employees, tenants and visitors to comply with what is established in the bylaws, the articles of incorporation, the law and the concession of the maritime terrestrial federal zone that the condominium may enjoy, as well as to pay for the rights of the aforesaid.

Visitors or guests to the condominium shall be registered at the entrance's records, being responsible to the host (hostess), the behavior of the same within the condominium and in relation to the use of common areas and facilities.

The inhabitants, users and visitors to the condominium shall park their vehicles on the assigned places for such purposes within the condominium, without parking on other areas or on the driveways.

On restricted circulation streets, due to the dimension of the lanes, it will be the driver's courtesy to cede, or to wait for the opposite direction vehicle to pass or to advance.

L). Do not use condominium's personnel services for tasks beyond the same and do not to tip them nor gratify them. All owners shall abstain instructing in a direct way, or in any other way, interfering with the personnel at the service of the condominium administration. Any complaint, instruction or observation shall be presented, always, to the administrator, for him/her to be the one taking corresponding measures.

M). Not to set, build, repair or maintain vehicles nor ships, or any other type of goods, outside of the places which are specially destined for that purpose. At all times, avoid such goods that have a dirty look or an abandonment appearance.

It will only be permitted to park vehicles on the temporary parking space in order to avoid disturbances on other areas.

N). To maintain at all times, inside as well as outside the private units, perfect cleanliness. For no reason whatsoever should garbage or wastes be deposited outside of the destined places for such purpose. All garbage shall be kept inside close and hygienic containers.

Garbage and wastes shall be placed in appropriate recipients located in the areas designated by the condominium's administrator. Any food waste shall be kept firmly sealed in order to avoid the proliferation of plagues.

O). To abstain the practice of sports or games that may endanger, may imply disturbance for the rest of the joint owners or which may disturb the tranquility

of the condominium.

P). Avoid hanging clothes on windows, balconies or on any other place with an exterior view of the private unit, with the exception of the places especially designated for such purposes. Also, all carpet beating shall be avoided within the boundaries of the condominium.

Q). To provide a bond of an authorized company in favor of the administration of the condominium, in order to guarantee the faithful and prompt payment of the ordinary and extraordinary fees, which are referred to in point eighth and ninth of these bylaws.

The administrator shall demand the exhibit of bond which amount shall support at least the amount equivalent to 365 days of minimum salary in force, in the federal district or which may be determined by the assembly at the time.

The repeated breach of the vigilance committee's criterion will set actions in order for the administrator to initiate the procedure referred to in article 49 of the law.