



## San Buenas Golf Resort Owners Association Codes, Covenants & Restrictions

---

### 1.0 Definitions

---

**Declaration:** This document

**Property:** San Buenas Golf Resort residential and Common Areas, exclusive of the golf course

**Developer:** All Saints Mountain Range Investments, Sociedad de Responsabilidad Limitada, a Costa Rican corporation

**Unit:** Those areas of the Property which are clearly delineated in the Master Plan which constitute the private areas herein. Units shall mean and refer to the elements of the Property which are not owned in common with the other Owners of other Units in the Property.

**Owner:** Shall mean and refer to the holder or holders of title recorded in the Public Registry for the Property and can be individuals or juridical persons except those having such interest merely as security for the performance of an obligation.

**General Assembly:** The Association Members consisting of all the Owners of Units

**Board:** The Board of Directors of the Association elected by the General Assembly

**Architectural Committee:** Defined in Item 6.1

**Mortgage:** A mortgage, deed of trust or other similar security encumbering a Unit

**Mortgagee:** The secured party under any Mortgage

**Member:** All Owners are Members of the Association

**Person:** Any natural person, partnership, corporation, estate, trust, association or any other legal and juridical entity with a beneficial interest in a Unit or the Property

**Association:** Refers to the "San Buenas Golf Resort Owners Association" created by this Declaration

**Days:** Calendar days unless otherwise indicated

**Dollars:** United States Dollars.

**Common Areas:** The elements of the Property delineated in the Master Plan as accessible by the Owners of all the Units. Common Areas shall mean and refer to the entire Property, except the Units and golf course. The Common Areas shall be owned in undivided fractional units by the Owners of all the Units as tenants-in-common and shall be managed by the Association

**Administrator:** The managing agent, whether individual or corporate, retained and named by the General Assembly acting through the Board, and charged with the maintenance and upkeep of the Property

**Common Expenses:** Those necessary for maintenance, improvements, repairs, operations and management of the Condominium as determined by the Board of Directors of the Association

**Assessment:** That portion of the Common Expenses which the Owners must pay on a per Unit basis, according to Unit size or proportion, to be determined by a majority vote of the General Assembly

## 2.0 Scope of Application

---

- 2.1 The Codes, Covenants, and Restrictions detailed herewith are of mandatory application and compliance for all Owners or any other Person who has or claims to have a property right in connection with a Unit including without limitation, Owners, residents, guests, invitees, lessees, or sub-lessees of Units or otherwise on the Property, and will be governed by this Declaration.
- 2.2 The Property and Units shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to these Codes, Covenants, and Restrictions. All of the limitations, covenants, conditions, reservations, liens, charges and restrictions in these Codes, Covenants, and Regulations are hereby established and imposed upon the Units and upon the Property for the benefit of the Property and each and every Unit and Owner. These Codes, Covenants, and Restrictions shall run with the land and shall be binding on all Persons having or acquiring any right, title or interest in the Property, Unit or any part thereof, whether as sole Owner, joint Owners, lessees, tenants, occupants, or otherwise. These Codes, Covenants, and Restrictions shall be deemed to be, and shall be construed as an equitable servitude, enforceable by the General Assembly acting through the Board and/or Administrator.

### 3.0 Government and Administration

---

- 3.1 The Association is exclusively dedicated to the rendering of public utilities services to the owners of the lots involved in the San Buenas Golf Resort. In the future, the Association may render the same services to the owners of other phases of the same project with the intent of sharing the operational costs with other property owners. For this purpose, The Association has under its administration the community wells, community tanks, community pumps, and community aqueducts that are integrated into the water supply system, the public access roads, as well as various Common Areas.
- 3.2 The Developer reserves the right to be excluded from the clauses below for the purpose of continuing the future phases of the development.
- 3.3 With the approval of the construction plans, up to date payment of the monthly fees, and the fulfillment of the other conditions herein established, the Association promises to provide to the Owner services consisting of the following:
  - 3.3.1 An electrical connection to the lot line
  - 3.3.2 An 18-hole golf course, golf clubhouse, community center, community pool and nature trails when completed
  - 3.3.3 Cleaning and maintenance of the grounds and access roads to the project
  - 3.3.4 Maintenance and repair of roads inside the development
  - 3.3.5 Maintenance and repair of all Common Areas.
- 3.4 The Association reserves the right to deny services or access to the property to owners who fail to comply with the Regulations or fail to pay assessments and fees.
- 3.5 The Association reserves the right to modify or supplement San Buenas Golf Resort's Regulations with respect to all or any part of San Buenas Golf Resort, and any limitation, restriction, covenant or condition thereof, may, at any time with the written consent of Association, be amended or repealed. These actions will require a vote resulting in seventy-five percent (75%) of the members of the Association in agreement. Each unit (lot or condominium) is entitled to one (1) vote, with the exception of the units

owned by the Developer, which are entitled to three (3) votes per unit until control of the Association is relinquished by the Developer (see Item 3.16).

- 3.6 The Association, through its Board of Directors, shall perform functions and manage the Properties as provided in this Declaration so as to further the interests of the residents of the properties and Members of the Association. Any purchaser of a lot shall be deemed to have assented to, ratified, and approved such designations and management. It shall have all the powers necessary or desirable to effectuate such purposes. The affairs of the Association shall be managed by a Board of Directors which may by resolution delegate authority to a managing agent for the Association.
- 3.7 Each Member of the Association agrees to pay the Association certain assessments to be fixed, established, and collected from time to time as herein provided. Such assessments, together with interest and the costs of collection in the event of delinquency in payment, shall be the personal obligation of the person who was the Member at the time when the assessment was made.
- 3.8 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the properties and the Members of the Association, which include, but are not limited to, the following: the expense of repair and maintenance of the Common Areas, to provide casualty and public liability insurance for the Common Areas, including the recreational facilities located thereon, and for any other purpose reasonable, necessary, or incidental to such purposes. Such assessment shall include the establishment and maintenance of a cash reserve for all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement, or repair of those elements of the Common Areas which must be repaired on a periodic basis.
  - 3.8.1 In the event repairs are required resulting from negligent acts of a Member, the Member's family, guests, employees, invitees, or lessees, the Association shall be reimbursed forthwith by such Member thereof.
- 3.9 In addition to the assessments authorized above, the Board may levy special assessments for the purpose of defraying the costs of any construction or reconstruction, unexpected repairs or replacement or capital improvements. If the special assessment exceeds 120% of the established annual association dues, a 75% majority vote of the Association members is required. Association members will receive notice of a special assessment via their address of record on file with the Association. Members must respond within thirty days from the date the notice is sent by the Association.

- 3.10 All assessments shall be due on the agreed upon date. The payment will be considered delinquent after thirty days. Nonpayment of assessments may result in late charges as determined from time-to-time by the Board.
- 3.11 The Association shall have the right at any time, to enter upon any private area for the purpose of maintaining such private area and Common Areas or otherwise enforcing the restrictions set forth.
- 3.12 In the case of abandonment or neglect by the Owner of external gardens or façade of the residence, the Association may perform necessary work for the maintenance of the appearance with all costs paid by the Owner.
- 3.13 The non-payment of maintenance fees in any clause will give the Association the right to suspend the services detailed herein, including access, security, etc.
- 3.14 The Board of Directors, with the intention of guaranteeing the appearance, security and progress of San Buenas Golf Resort, and in general the availability and stability of services it renders, may modify, eliminate or amplify the previously listed items. Any changes in regulations will be communicated to the Owner at their address of record.
- 3.15 Upon receipt of title for a Unit by the Owner, the annual fee due per Unit will be \$600 until completion of the first nine holes of the golf course, upon which the annual fee will increase to \$1200. The annual fee is subject to change by the Board of Directors. Any monies not used in the above services will be banked for future improvements to the project as approved by the Board of Directors. The monthly association dues will be reviewed annually by the Board of Directors and modified at that time if deemed appropriate. Association dues will not be increased greater than 50% in any calendar year, with the exception of the increase described above.
- 3.16 The Developer will be the controlling party in the Association until such time as 80% of the available units in the Development are sold. The Board of Directors will be comprised of the Developer and two Owners elected by secret ballot from among all current Owners. Three additional Owners elected by secret ballot from among all current Owners will be added to the Board of Directors when the Developer relinquishes control of the Association. Directors will serve a two year term and will be eligible for reelection. Directors will receive no compensation for their service.
- 3.17 Except as otherwise expressly set forth in this Declaration, all decisions of the Board shall be made by the affirmative vote of a simple majority of the

- votes cast, either in person or in writing, at a properly noticed meeting at which a quorum of the voting rights is present.
- 3.18 A quorum of the Board shall mean at least three voting members of the Board. In the event a quorum is not present at a properly noticed meeting of the Board, no Board action may be taken at such meeting. However, the members of the Board present at such meeting shall have the right to call a second meeting of the Board for purposes of discussing and voting on such matters as were included within the notice regarding the first meeting by giving no less than two (2) business days written notice to all of the members of the Board, which written notice shall include a restatement of the matters set forth in the notice regarding the first meeting. All Board action at the second meeting may be approved by the affirmative vote of a simple majority of voting members present.
- 3.19 A properly noticed meeting of the Board shall mean a meeting of which each director was given at least five (5) business days written notice. Such written notice shall be personally delivered, emailed, mailed or faxed to each director at the address for notice given by such director to the Board. Such written notice shall include a description of each of the matters to be voted on at the noticed meeting.
- 3.20 The Board is not prohibited from holding telephone meetings or meetings by other electronic means approved by the Board.
- 3.21 The Board shall elect from among its members a President, Vice President, Secretary and Treasurer, and such other officers and committees of the Association from among Association Members as the Board may from time to time determine. All such officers and committee members shall serve without pay at the discretion of the Board.
- 3.22 The Association will conduct at least one meeting per year, open to all members. Written notification will be mailed to each member at least thirty days before the meeting. The meeting will follow the agenda as outlined by the letter sent to the members of the Association. The agenda must include a financial report of the Association and anticipated expenses for the next 12 month period. The election of directors shall also occur during this meeting. Directors will be required to meet at least quarterly. Minutes of all meetings are to be emailed or mailed to all members and posted in a Common Areas.

## 4.0 Administrator

---

- 4.1 The Board shall appoint an Administrator who shall be responsible to the Board and the General Assembly for the day-to-day management of the Association. The Administrator need not be an Owner or Member of the Association. The term of employment, duties and compensation paid to the Administrator shall be established by the Board as a Common Expense and submitted to the General Assembly for ratification at its next regularly scheduled meeting. The General Assembly may give the Administrator a power of attorney to act on behalf of and in the name of the Association in the performance of their duties.
- 4.2 The Board may terminate the appointment of the Administrator and remove the Administrator for cause at any time at the sole discretion of the Board.
- 4.3 The Administrator's responsibilities shall be established by the Board and may include the following: (a) contracting for and purchasing goods and services in the name of the Association pursuant to a budget established by the Board and approved by the General Assembly; (b) compliance with the Codes, Covenants and Restrictions (c) enforcement of the Codes, Covenants and Restrictions, by-laws, and rules and regulations adopted from time to time by the Board and the General Assembly; (d) all reasonable acts to maintain and preserve the health, safety and welfare of the Owners, Units and Persons authorized to be on the Property; (e) all reasonable acts to ensure the use and enjoyment of the Condominium by the Owners and Persons authorized to be on the Property; (f) the collection of General and Special Assessments and property taxes billed to the Association for a Unit; (g) issue the receipts for paid Assessments and certificates of unpaid past due Assessments which will constitute a lien that will give the Association a right to execution whenever these are authenticated by a Certified Public Accountant and certified by an attorney; (h) hire, fire and supervise employees of the Association in the performance of their job responsibilities; (i) open and maintain one or more checking accounts in the name of the Association for the deposit of Assessments and payment of Common Expenses; (j) authorize emergency repairs and take emergency action to preserve and protect the Property; (k) represent the Association at meetings; (l) if required, establish individual Unit accounts for each Owner in connection with payment of land and municipal taxes.

## 5.0 Common Areas

---

- 5.1 The Common Areas shall be owned in undivided fractional units by the Owners of all the Units as tenants-in-common and shall be governed by this Chapter. The rights of each Owner in the Common Areas are inherent to the Unit and may not be separated from a property parcel, or be divided, conveyed independently of a Unit, impeded, or alienated and encumbered, except together as a property parcel.
- 5.2 Every Owner shall have a right of ingress, egress and of use and enjoyment in and to the Common Areas subject to the following: (a) the right of the Board with the approval of the General Assembly to suspend the right to use any recreational facilities on the Common Areas by an Owner for any period during which any Assessment against his Unit remains unpaid; and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association. No suspension shall be effective unless the Owner has been given fifteen (15) days prior notice of the suspension and the reasons thereof and the Owner has been given an opportunity to be heard by the Board, orally or in writing, not fewer than five (5) days prior to the effective date of the suspension. Notice may be given to the Owner by any method reasonably calculated to provide actual notice; (b) The right of the Board with the approval of the General Assembly to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility or others for such purposes and subject to such conditions as may be agreed to by the Board and the General Assembly; (c) The right of the Board with the approval of the General Assembly to borrow money for the purpose of improving the Common Areas; (d) the right of access, ingress and egress of Owners over the Common Areas and the right of installation and use of utilities on the Common Areas for the benefit of Units, subject to rules and Declarations adopted by the Board; (e) the right of the Board with approval of the General Assembly to grant maintenance, access and utility easements over the Common Areas to others. (f) the right of the Board with the approval of the General Assembly to adopt rules and Declarations governing the use of the Common Areas (including rules and Declarations restricting vehicle parking in the Common Areas) and the governance of the Property.
- 5.3 Subject to the obligation to restore and repair any damage, Developer and its sales agents, employees and independent contractors shall have: (a) a non-exclusive right of ingress, egress and access in and to the Common Areas for the purpose of making repairs to the Common Areas, and for the purpose of constructing, marketing and maintaining the Property; and (b) the right to the non-exclusive use of the Common Areas for the purpose of

maintaining sales offices, sales and signs reasonably necessary to market and sell the Units to the public until such time as all Units within the Property have been sold by Developer. The use of the Common Areas by Developer and its agents shall not unreasonably interfere with the use of the Common Areas by the other Members of the Association.

- 5.4 Any Owner may delegate, in accordance with this Declaration and in connection with the use of his Unit for its intended purpose, his rights with respect to use of the Common Areas and facilities to the members of his family, his guests, his tenants or contract purchasers who reside in his Unit.
- 5.5 The Administrator shall maintain the Common Areas in accordance with the following standards:(a) all litter and debris which collects or is deposited on the Common Areas shall be promptly removed and the Common Areas shall be kept clear and clean of litter and debris; (b) all landscaped areas and plant material shall be maintained in a healthy and thriving condition, free from weeds, trash and debris; (c) No buildings, structures or other improvements (other than public utility lines) shall be constructed, erected, placed or maintained on the Common Areas, except as may otherwise be determined by the Board to be in the best interest of the Association.
- 5.6 The Administrator shall maintain and provide for the maintenance of all of the Common Areas and all improvements thereon, including roads, drainage facilities, street lights, open spaces, wildlife corridors and fences, in good repair and appearance. The Administrator shall provide landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation originally placed in the Common Areas by Developer
- 5.7 The Administrator shall maintain all drainage facilities and machinery, located within the Common Areas in good working condition.
- 5.8 The Administrator shall have the right to enter onto any Unit (but not within the dwelling except in an emergency which threatens to damage other Units) as may be necessary for the construction, maintenance or emergency repair of the Common Areas or, if necessary, for the benefit of the Owners in common, including the maintenance and repair of surface and subsurface drainage pipes and facilities.
- 5.9 In the event the Administrator fails to adequately maintain their areas of responsibility as set forth in this Chapter, then the Board of Directors may appoint, after giving the Administrator written notice and a reasonable opportunity to cure, an entity or person(s) to enter onto the Common Areas and perform such work. The Association hereby grants a right in and to the Common Areas to the Board of Directors for such purpose. In the event the

Board of Directors performs any work on the Common Areas pursuant to the provisions of this Article, the Board of Directors shall be entitled to reimbursement from the Administrator for the reasonable cost of such work.

- 5.10 No Owner shall interfere with or damage the Common Areas or install landscaping or otherwise improve or alter the Common Areas or interfere with or impede Developer or the Association in connection with the maintenance of the Common Areas.
- 5.11 Each Owner acknowledges that Developer may need to acquire one or more easements over the Property for the purpose of developing and operating the Property for its intended use, including without limitation, easements for utilities, drainage, sewer lines and surface runoff. Accordingly, each Owner hereby covenants and agrees that it will, from time to time, grant to Developer such utility and other easements over the Property as Developer shall request; provided, however, that all such easements be within reason and unavoidable and must be of such a nature as to not unreasonably interfere with the use and enjoyment of the Property for its intended purpose. The Developer agrees to indemnify the Board, Association and Owners from and against any and all losses, claims by third parties against the Board, Administrator, Owner, or damages arising out of the use of any easement granted pursuant to this Article. Furthermore, Developer shall indemnify the Board, Association and any Owner from any judgment against the Board, Association and any Owner rendered by a court of competent jurisdiction, in connection with an action or arbitration arising out of the use of any easement granted pursuant to this Article which use occurs during the time the Association is controlled by Developer.
- 5.12 Developer shall develop the Common Areas in accordance with the Master Plan. The Master Plan may be amended by the Developer from time to time until initial construction is complete. The Master Plan shall at all times comply with Declaration.

## 6.0 Architectural Committee

---

- 6.1 No construction, alteration, signage, grading, landscaping, addition, excavation, modification, decoration, painting or reconstruction of the visible exterior of any improvement, including a residence, patio cover or fence, on any Unit or within the Association Common Areas shall be commenced or maintained until the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by a committee of not less than three (3) nor more than five (5) persons ("Architectural Committee"). All members of the Architectural Committee shall be appointed and replaced by Developer until Developer has sold all of the Units within the Property. Thereafter, all other members of the Architectural Committee shall be appointed or replaced by the Board. The Board may appoint itself as the Architectural Committee, if so desired. Architectural Committee members appointed by Developer need not be Owners within the Property. Persons submitting proposals or plans and specifications to the Architectural Committee (each Person is referred to as the "Applicant") must obtain a dated, written receipt for such plans and specifications and furnish the Architectural Committee with the address to which communications from the Architectural Committee to the Applicant are to be directed. In addition to Architectural Committee approval, certain improvements to a Unit or within the Association Common Areas may require a building permit or other approval from applicable governmental agencies.
- 6.2 The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, addition or other construction activity contemplated thereby in the locations indicated will not be detrimental to the appearance of the Property and surrounding real property as a whole, that the appearance of any structure or other improvement will be in harmony with the surrounding structures and improvements, and that all additions, alterations and modifications are consistent with the original architecture and design theme of the Property.
- 6.3 The Architectural Committee may condition its approval of proposals or plans and specifications on such changes thereto as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. Until receipt by the Architectural Committee of all plans, specifications or other materials deemed necessary by the Architectural Committee, the Architectural Committee may postpone review of any plans submitted for approval.

- 6.4 Decisions of the Architectural Committee and the reasons for decisions shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after receipt by the Architectural Committee of all materials required by the Architectural Committee. No application submitted pursuant to this Article shall be deemed approved, unless the Applicant receives written notice of approval from the Architectural Committee.
- 6.5 The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval or consent.
- 6.6 Neither the Architectural Committee, nor any members of the Architectural Committee, nor their duly authorized representatives, shall be liable to any Applicant or Unit Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties, except that a member of the Architectural Committee may be held liable for such member's willful misconduct.
- 6.7 With the approval of the Board, the Architectural Committee shall have the right to pursue whatever legal recourse is necessary to prevent a violation of the provisions of this Chapter. In the event the Architectural Committee prevails in the court proceeding, the Architectural Committee shall be entitled to recover its costs and attorneys' fees.
- 6.8 This Chapter shall not apply to, and the Architectural Committee shall have no authority or responsibility to review or approve, any improvements made by Developer on any Unit or within the Association Common Areas; provided, however, that all additions, alterations and modifications by Developer within the Property must be consistent with the original architecture and design theme of the Property in the reasonable opinion of the Architectural Committee.

## 7.0 Covenants of Owners

---

- 7.1 As a condition to acquiring title to a Unit, each Owner hereby covenants and agrees to fulfill each and every agreement and obligation set forth in this Declaration including, without limitation, payment of Assessments and compliance with the rules and regulations established by this Chapter.
- 7.2 Each Owner agrees that such Owner will not sell his Unit to any Person unless such Person, as part of the purchase and sale transaction, executes and delivers to the Association a contract, in the form provided by the Association, pursuant to which such Person covenants and agrees to fulfill each and every agreement and obligation set forth in this Declaration.
- 7.3 Each Owner agrees that such Owner will not encumber his Unit with any Mortgage unless the Mortgagee under such Mortgage, as part of the loan transaction, executes and delivers to the Association a contract pursuant to which such Mortgagee covenants and agrees (a) that in the event such Mortgagee acquires title to the Unit through foreclosure, deed in lieu of foreclosure or trustee's sale, such Mortgagee will fulfill each and every agreement and obligation set forth in this Declaration, and (b) that such Mortgagee will not permit any Person to acquire title to the encumbered Unit at a foreclosure or trustee's sale unless such Person covenants and agrees to fulfill each and every agreement and obligation set forth in this Declaration.
- 7.4 In addition to all other covenants contained herein, each Owner acknowledges that the use of the Property and each Unit therein is subject to the following:
- 7.4.1 None of the Units shall be used except for private single-family residential purposes. No part of the Condominium's actual Residential Units shall ever be used or permitted to be used for any business, commercial, manufacturing, mercantile, vending, or other such non residential purposes, except those areas which may be used for commercial purposes in Common Areas to enhance or add to the Property as models and display and sales offices in connection with the original construction and sales of the Units by Developer.
- 7.4.2 Except for the signs approved by the General Assembly for the benefit of the entire Condominium, no signs of any kind shall be displayed in the public view on or about the exterior of any Unit, with the exception of signs advertising the Unit for sale or lease. The foregoing is not applicable to signs used by the Developer or its

agents in connection with the original construction and sale of the Units.

- 7.4.3 There shall be no storage of any item in or upon Unit except in an enclosed area not visible from adjoining streets, the Common Area or other Units.
- 7.4.4 No item of any kind may be stored by Owners in the Common Areas. Storage in the Common Areas is limited to storage by the Association of equipment for use solely in connection with the maintenance and operation of the Common Areas.
- 7.4.5 All rubbish, trash and garbage shall be regularly removed from the Unit by the Owners thereof, and shall not be allowed to accumulate in the Common Areas.
- 7.4.6 Except within enclosed patios, no fences, hedges, or walls shall be erected or maintained upon said Units or the Common Areas, except such as are installed in accordance with Property landscaping plans or as approved by the Architectural Committee.
- 7.4.7 Exterior clotheslines shall not be visible from adjoining streets, the Common Areas or other Units.
- 7.4.8 No Owner shall park his automobile or any vehicle or permit his guest, tenants, invitees, servants or members of his family to park their automobile or any other vehicle in any parking space other than the parking space or spaces assigned to such Owner or in designated "guest parking".
- 7.4.9 No trailer, camper, mobile home, boat, or similar equipment shall be permitted to remain overnight upon any area within the Property unless it is not visible from adjoining streets, the Common Areas or other Units.
- 7.4.10 No inoperable vehicle shall be permitted to remain overnight upon any area within the Property. No maintenance, repair or overhaul of vehicles (except for emergency service) shall be permitted upon any area within the Property. No parking spaces shall be fenced off.
- 7.4.11 No machinery, apparatus or appliance or equipment shall be located in any Unit or in the Common Areas which will in any manner structurally overload the building, or in any manner vibrate, shake or otherwise damage any portion of any building.

- 7.4.12 No animal or pet will be permitted in a Unit or Common Areas that disturbs the peace and tranquility of the Property or the use and enjoyment of a Unit by any other Owner as determined by the Board.
- 7.4.13 No explosives, inflammables, chemicals, or any other hazardous or noxious material may be stored in a Unit or which endangers the health, safety or enjoyment of the Property or produces bad odors, smoke or irritation to others as determined by the Board.
- 7.4.14 No loud noise from radio, television or any other source within a Unit or Common Areas will be permitted to disturb any other Owner's use and enjoyment of his Unit and the Common Areas as determined by the Board.
- 7.4.15 No burning of trash or disposal of any toxic liquids in the interior or exterior of any Unit or Common Areas.
- 7.4.16 Owner, joint Owners, lessees, tenants, and occupants shall not perform any act or engage in any behavior which adversely affects the use and enjoyment of the Property by the other Owners in the judgment of the Board or the General Assembly.
- 7.4.17 The use of Common Areas for private gatherings will not be allowed unless approved by the Board of Directors which will issue its consent in writing and may charge a fee if deemed necessary. However, such a private gathering may not interrupt the normal usage of the Common Areas used for said gathering by that of other tenants.
- 7.4.18 Owners/guests are not allowed to obstruct access roads, side walks, garages and parking lots in such a way that passage, access or permanence of persons or vehicles may be hindered.
- 7.4.19 There shall be no allowance to dispose of garbage or waste by means other the ones established for this purpose.
- 7.4.20 Owners/guests shall not be allowed to ask Property employees to provide personal services without the prior authorization of the Administrator.
- 7.4.21 No parking of vehicles in spaces not allocated for such purpose.
- 7.4.22 Vehicles with more than three axles are prohibited, except when being used for construction or maintenance within the property. All vehicles on property must be in working order.

- 7.4.23 Temporary, or removable structures, may not be kept, placed or maintained upon any private area at any time. This includes, but is not limited to, mobile homes, RV's, tents, house trailers, or similar facilities or structures. This shall not apply to temporary construction shelters.
- 7.4.24 There shall be no swimming, fishing or any other type of activity in the water features of the Condominium that are not designated for such.
- 7.4.25 All drivers of vehicles, including golf carts, shall be licensed drivers.
- 7.4.26 The Administrator reserves the right to authorize entrance to visitors or to eject them from the premises.
- 7.4.27 The cutting of trees, branches and foliage is prohibited. The extraction of timber from properties related to the easements for commercial purposes, thus destroying the natural forest, is prohibited. No mining, quarrying, tunneling, excavating or drilling for substances within the earth shall be permitted within the limits of the Units or Common Areas. The only exceptions shall be the properly authorized excavations required for the construction of approved improvements. In addition, no items may be removed from any areas designated on the property as primary jungle or rainforest.
- 7.4.28 It is prohibited to hunt any animals anywhere in the development. Torture, captivity, extraction, commercial exploitation or damages to their habitat or to the animals themselves is prohibited. The use of sound devices or natural barriers to prevent the entrance of animals into the buildings is allowed.
- 7.4.29 The free roaming of domestic animals is prohibited. Only domestic pets including dogs, cats, birds, or small encaged animals are allowed. Pets will be kept in such a way that they do not cause any sonic disturbances or odors and so that they do not roam through other properties or in Common Areas. Domestic pets will only be permitted to stay within the houses, within the permitted enclosed areas under due vigilance, or on a leash accompanied by a person who can control them. Breach of this rule will cause a fine of One Hundred Dollars, payable to the Association.
- 7.4.30 Garbage cans/bins shall be hidden from view, except on collection days. It is also prohibited to deposit or throw garbage in rights of way, adjacent or neighboring properties, rivers, brooks, waterfalls

and springs, or at any place of common enjoyment in the properties related to the easement.

- 7.4.31 House rentals are permitted for residential use only and must be made for at least one full day/night. If an Association member chooses to rent their house to a non-Association member, the Association member is responsible for the renter's actions and must ensure that all rules and regulations are followed. All non-Association members will be required to register with the Administrator or their designated agent.
- 7.4.32 The private area of each lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such private area.
- 7.4.33 No offensive or illegal activity shall be carried on upon any private area, nor shall anything be done or placed thereon which may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their private area, or in their enjoyment of the Common Areas. The Association will have final and binding arbitration authority.
- 7.4.34 No firearms in Common Areas and no shooting of firearms practice in any area.
- 7.5 Each Owner, including Developer, shall at its own expense keep and maintain in good repair and appearance all portions of his Unit adjacent or assigned to his Unit including Unit exterior, balconies, walls, patios, walkways, exterior landscaping, and drainage facilities which are part of the Unit (other than that portion, if any, the maintenance of which is the responsibility of the Association) so that the Unit presents a neat and attractive appearance free from weeds, trash and debris. Each Owner may contract services for the maintenance and upkeep of Unit interiors from third parties, provided that at all times such third parties shall be under the direct supervision of the Owner and the Owner accepts full financial responsibility for any damage or loss suffered by any other Owner caused by such third parties while on the Property. No Owner shall interfere with or damage the Common Areas or install landscaping or otherwise improve or alter the Common Areas or interfere with or impede Developer or the Association in connection with the maintenance of the Common Areas.
- 7.6 The General Assembly, acting through the Board and/or Administrator, shall have the exclusive right to decorate, maintain, repair, and alter or modify the exterior walls, balconies, railings, exterior door surfaces, roof

and all installations and improvements in the Common Areas, and no Owner shall be permitted to do or have done, any such work without such consent of the General Assembly.

- 7.7 Each Owner agrees that the swimming pool, spa and recreational area use of Common Areas shall be limited to the hours established by the Board, and shall be used only during those hours by the tenants or Owners of the building and their occasional guest. All persons using the swimming pool, spa and recreational areas shall be instructed to use the same with due regard for peace, comfort and welfare of the Owners and occupants of the adjacent residential properties, particularly during the morning and evening hours.
- 7.8 The lease, sub-lease or assignment of rights in a Unit does not exempt the Owner from the fulfillment of each and every obligation imposed on Owners by this Declaration.
- 7.9 All the owners who enjoy the rights of way established for reciprocal enjoyment are required to contribute to their maintenance in order to keep them in good condition, as well as to their repair and preventive conservation, by paying fees to be contractually regulated.
- 7.10 Initial development of Common Areas, including, but not limited to, natural areas, hiking trails, community center, is at the discretion of the Developer.
- 7.11 Every Member and his immediate family shall have a non-exclusive right and easement of enjoyment into the Common Areas.
- 7.12 The Association, at its sole discretion, may from time to time grant easements and rights of way on, across, under, and over the Common Areas to any district or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar services to the Properties.
- 7.13 A Member is fully responsible for the actions of the members of his family and his guests, employees, licensees, lessees, or invitees.

## 8.0 Construction

---

- 8.1 No lot within San Buenas Golf Resort can be split, unless with the written approval of the Association. No two or more lots within shall be consolidated into one lot unless written approval has been obtained by the Association. The Developer has the right to consolidate lots.
- 8.2 Prior to start of any construction or remodeling, the corresponding approval must be obtained with proper government Permits and legal obligations as per Costa Rican laws. All designs must be presented to Developer and approved before construction can begin.
- 8.3 No permanent structure can be built within three (3) meters of the property line without Association approval.
- 8.4 Approved Construction must be completed within twelve months of initiation unless an extension is granted by the Association.
- 8.5 No construction materials may be placed on roads, neighboring properties or any other areas.
- 8.6 No noisy construction shall occur between 7:00 p.m. and 7:00 a.m. Monday thru Saturday and not at all on Sundays.
- 8.7 All tanks, water tanks or similar storage facilities shall be constructed as an integral part of the main structure of the residence or shall be installed or constructed underground so that the structure will be hidden from view.
- 8.8 Building materials shall be stored on the building site. Materials shall be secured in such a manner as to resist movement from wind.
- 8.9 Property Owner shall be liable for any damages and harm caused to third party properties or persons during the building process or as a consequence of the building process.

- 8.10 **Septic Tanks:** The discharge of human solid waste in any stream, brook, spring or water source is prohibited. All human solid waste shall be treated by means of a septic tank to be built in accordance with the specifications contractually agreed upon. Each building must have its own septic system to treat sewage; proper systems must be installed to capture and dispose of gray waters, and the necessary grease traps must be installed.
- 8.11 **Waters:** With regard to natural waters or water bodies, the alteration of streams and beds and the use of water power and its commercial extraction and exploitation, are prohibited.
- 8.12 **Boundary lines:** Plastic and metal mesh fences, masonry, galvanized wire, barbed wire or any other type of cable or wire, or pre-manufactured mesh fences or any other that interrupts the passage of animals or the existent ecological corridors are prohibited. An unobtrusive gate (without surrounding fencing) will be allowed in the lot driveways for security purposes. Property limits may be marked with spaced plants.
- 8.13 **Maximum height:** The maximum construction height in private property cannot exceed two stories. The maximum height permitted in any type of constructions inside the properties shall be ten meters over ground level, with the exception of lookout towers and chimneys, which can have a maximum height of twelve meters over ground level.
- 8.14 All design and construction must be done in a way to ensure that a new structure does not materially change the view for existing homeowners. The Association and Developer are the final authority in deciding such cases.
- 8.15 The distance from temporary streams, brooks and rivers of any construction will be observed in accordance with local regulations or laws.
- 8.16 **Reflecting materials and roofing:** The external installation and use of mirror-type reflecting or polarized glasses with reflection levels of more than a fifty percent of visibility, or which damage the flora and the fauna, as well as the use and installation of reflecting films or glasses in windows and doors, are prohibited. Covers of galvanized iron and any similar material shall be enameled or painted from the time they are placed.

- 8.17 **Lighting systems:** The lighting systems cannot exceed the maximum height of construction. Every outdoor source of light shall be indirect, duly covered, and adequate for outdoors conditions. Exterior landscape lighting shall be positioned in such a manner so as to be downcast and/or screened from view from neighboring properties. No flashing lights or neon lights shall be permitted.
- 8.18 **Swimming pools** will be allowed, limited to one pool in each Lot.
- 8.19 **Parabolic antennas** shall be placed in an inconspicuous location.
- 8.20 Every home is to have two functioning fire extinguishers.
- 8.21 **Signage:** Commercial signs or any other type of advertising may NOT be installed. No signs whatsoever, including but without limitation, commercial, political and similar signs visible from neighboring property, shall be erected or maintained upon any private area. Seasonal signage and decoration (Christmas, Halloween, etc) is permitted. The Developer and Paradise Brokers have the right to place signs anywhere in the property to promote the Property, provide directions or to use in the selling of property in San Buenas Golf Resort.

## 9.0 Remedies and Enforcement

---

- 9.1 Violations of this Declaration by an Owner or Person acting through an Owner shall subject the Owner to the remedies set forth in this Declaration. Remedies may be cumulative in the event of more than one violation. In the event of repeated violations where the General Assembly determines that the remedies set forth in this Chapter are inadequate to address the specific situation, the General Assembly may impose additional remedies which the General Assembly deems appropriate under the circumstances.
- 9.2 Each Owner hereby acknowledges and agrees as follows:
- 9.2.1 Such Owner had the opportunity to read this Declaration, and to seek the advice of legal counsel regarding this Declaration, prior to acquiring title, (or shares of a Corporation that hold such Title), to his Unit in the Property.
- 9.2.2 Such Owner has voluntarily agreed to fulfill each and every agreement and obligation set forth in this Declaration, including without limitation, the obligations to comply with this Chapter, to pay Assessments and to comply with the rules and regulations promulgated by the Board and the General Assembly.
- 9.2.3 The price which such Owner paid, or will pay, in connection with acquisition of his Unit is based in part on such Owner's agreement to fulfill each and every agreement and obligation set forth in this Declaration, including without limitation, the obligations to comply with this Chapter, to pay Assessments and to comply with the rules and regulations promulgated by the Board and the General Assembly. In the event such Owner was not willing to make such agreement, the price which such Owner would have to pay to acquire his Unit would be increased substantially.
- 9.2.4 In acquiring title to a Unit within the Property, each Owner is relying upon the agreement of each other Owner to fulfill each and every agreement and obligation set forth in this Declaration.
- 9.2.5 Such Owner's failure to comply with each and every agreement and obligation set forth in this Declaration will cause material harm and damage to the Association and to each other Owner, including Developer.

- 9.2.6 If an Owner fails to comply with this Declaration or maintain his Unit or make repairs as may be deemed necessary in the judgment of the General Assembly, acting through the Board and/or the Administrator, the Association shall (except in an emergency) give the Owner written notice of the violation and required corrective action. If the items in the notice are not corrected within thirty (30) days from receipt of said notice, the Association acting through the Board and/or Administrator may enter such Unit to perform such maintenance and repair at the Owner's expense as is necessary to bring such Unit into compliance with this Declaration. Notwithstanding the foregoing, no notice will be required in the event of an emergency to protect persons or property from immediate harm or damage.
- 9.2.7 In the event that any Owner fails to pay an Assessment when due, the General Assembly acting through the Administrator may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or Owners personally obligated to pay such assessments. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorney fees in such amount as the Court may award. The General Assembly acting through the Administrator may cause the judgment to be registered against the Unit which is the subject of the judgment and may commence foreclosure proceedings for collection. The Association or its duly authorized representative shall have the power to bid on the Unit at foreclosure sale and hold, sell, lease, mortgage and convey the same. Assessment liens shall be superior to all other liens except as otherwise provided by law. The sale or transfer of any Unit shall not affect either the assessment lien provided for herein nor the creation and enforcement thereof in accordance with this Declaration on account of delinquent assessment whether such assessments become due prior to, on or after the date of such sale or transfer, and regardless of whether or not the Owner of a Unit as to which such lien is created and enforced is personally obligated to pay any or all of the delinquency assessments as to which such lien is created. The sale or transfer of any Unit pursuant to a judicial foreclosure shall not extinguish any assessment lien created against the Unit which is the subject of such sale or transfer. Furthermore, in the event any Owner fails to pay an Assessment when due, the General Assembly acting through the Board shall have the right to suspend such Owner's use of any recreational facilities on the Common Areas.

9.2.8 Each Owner hereby expressly agrees that in the event such Owner commits a material breach of any of the agreements or obligations of such Owner other than failure to pay Assessments, and in the event such breach is not cured by such Owner within thirty (30) days of the giving of written notice of such breach by the Association, the Association shall be entitled to recover from such Owner as liquidated damages the sum of one thousand dollars (\$1,000) per day per breach. The decision by the Association whether or not to pursue liquidated damages shall be determined upon the affirmative vote of a simple majority of the entire Board in which the vote of the allegedly offending Owner, if a director, may not be cast, and upon the affirmative vote of the General Assembly by a simple majority of all voting rights in the Association in which the voting rights of the allegedly offending Owner may not be cast. No Owner shall be required to pay liquidated damages if the breach committed by such Owner was directly caused by war, civil insurrection, national emergency or governmental act which rendered such Owner's compliance with the terms of this Declaration impossible. Each Owner hereby acknowledges and agrees that the actual amount of damages which the Association and its Members would sustain in the event of a material breach other than failure to pay Assessments would be extremely difficult or impracticable to ascertain and that the amount of liquidated damages set forth in this Article represents a reasonable estimate of such damages. The liquidated damages provisions set forth in this Article shall apply to each distinct breach by an Owner.

## 10.0 General Provisions

---

- 10.1 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants may be reenacted for another 35 years by a 75% consent of all the then property owners. The covenants may be amended by 75% consent of the then owners of the lots, agreeing to change said covenants in whole or in part.
- 10.2 All Owners must provide a current postal address and e-mail address for receiving communications.
- 10.3 The Association, Developer and any Owner shall have the right to enforce by any proceedings at law or in equity, all provisions of this Declaration. Each Owner shall have a right of action against the Association for any failure of the Association to comply with the provisions of this Declaration or of any rules and regulations from time to time approved by the Board. Failure by the Association, Developer or any Owner to enforce provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.
- 10.4 Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions shall be and remain in full force and effect.
- 10.5 Except as may otherwise be stated in this Declaration, this Declaration may only be amended by the unanimous written consent of the Board and the affirmative vote of seventy-five percent (75%) of the Owners.
- 10.6 An Owner who receives a written request delivered by certified or registered mail, return receipt requested, to approve amendments who does not deliver or mail to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.
- 10.7 Any decision by the Association to enter into litigation against any Owner, including Developer, except litigation to collect delinquent Assessments, shall be made by the affirmative vote of the entire Board in which the voting rights of such Owner, if a director, or the voting rights of a director appointed by Developer, as appropriate, may not be cast.

- 10.8 In the event of litigation arising out of or in connection with this Declaration, the prevailing party shall be entitled to receive costs of suit and such sum for attorneys' fees as the Court deems reasonable.
- 10.9 Developer is undertaking the development and construction of the Property in accordance with the Master Plan. The completion of that work, and the sale, rental and other disposal of dwellings is essential to the establishment and welfare of the Property as a residential/resort community. In order that the work may be completed and the Property established as a fully occupied residential/resort community as rapidly as possible, nothing in this Declaration shall be understood or construed to: (a) prevent Developer, its contractors or subcontractors from doing on the Common Areas or any Unit whatever is reasonably necessary or advisable in connection with the completion of the work, including access over the Property; (b) prevent Developer or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing the work and establishing the Property as a residential/resort community and transferring the Property in parcels by sale, lease or otherwise; (c) prevent Developer from conducting on any part of the Property its business of completing the work, and of establishing a plan of ownership and of transferring the Property by sale, lease or otherwise; (d) prevent Developer from maintaining such signs, poles or flags on any of the Property as may be necessary for the sale, lease or disposition thereof; provided, however, that the maintenance of any sign, pole or flag shall not unreasonably interfere with the use by any Owner of his Unit or the Common Areas; (e) prevent the right of Developer to: (i) complete construction of any improvements in the Property; (ii) change the style, color or appearance of any improvement in any portion of the Property owned or controlled by Developer; or (iii) otherwise control all aspects of designing and constructing the improvements and selling or leasing Units in the Property. Developer hereby reserves unto itself, and its successors and assigns, a non-exclusive right for ingress and egress on, over and across the Property as necessary to construct improvements, and further reserves the exclusive right to maintain sales offices, model complexes and reasonable signs on any portion of the Property owned or controlled by Developer; or (f) prevent Developer from establishing additional licenses, easements and rights-of-way for building, constructing or installing any utility or other similar facilities over any portion of the Property owned by Developer, in favor of Developer, utility companies or others, as may, from time to time be reasonably necessary for the development of the Property.

*Acknowledgement*

The buyer certifies having read San Buenas Golf Resort Association's Codes, Covenants & Restrictions and agrees to abide by all of its stipulations. These Regulations are also binding on the Owner's heirs, family and guests. Spanish translation of this document is available upon request.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
SAN BUENAS GOLF RESORT LOT #

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SAN BUENAS GOLF RESORT REPRESENTATIVE

\_\_\_\_\_  
DATE