Regulations Of The Master Condominium Ownership Regime Of The Development Named *"Mar Adentro."*

Chapter I

Incorporation Of The Master Condominium Ownership Regime Of The Development Named *"Mar Adentro."*

Article 1. Incorporation of the condominium regime. By means of the public deed number, 17,050, dated April 27, 2016, granted before the authority of Mrs. María del Pilar García Orozco, Notary Public number 17 in Baja California Sur, the Condominium Ownership Regime of the Development named "Mar Adentro" was incorporated. Such condominium ownership regime was initially incorporated by the corporation Mar Adentro Residencial, S.A. de C.V.

Article 2. Amendment to the Condominium Ownership Regime of the Development named "Mar Adentro." By means of public deed number 64,261, dated September 3, 2020, granted before the authority of Mr. Carlos Aramburo Romero, Notary Public number 3 in the State of Baja California Sur, the current Condominium Ownership Regime of the Development named "Mar Adentro" was amended (**"Master Condominium"**). Such amendment to the Master Condominium was performed by Tortuga Resorts San José, S.A. de C.V. (**"Developer"**).

Chapter II

Recitals

Article 3. Purpose. These Regulations are issued in accordance with the Condominium Ownership Regime Law for the State of Baja California Sur and Civil Code in the State of Baja California Sur, which Regulations set forth the rules for the operation, maintenance, repair, conservation, administration, use, and enjoyment of the Master Condominium, including, without limitation, regulating the relationship between condominium owners and establishing Internal Regulations and regulations for the use of the Areas and the Master Common Areas and Properties within such Master Condominium. The provisions contained in these Regulations are mandatory for all natural persons or entities holding, by any title, legal act, or agreement, such as preliminary agreements, purchase agreements with or without financing, or possession agreements, the ownership of one or more Residential Exclusive Units. Likewise, the Regulations apply to the persons holding the use, enjoyment, or usufruct of any of the properties comprising the Master Condominium, including owners, personnel, suppliers, visitors, and invitees of owners or possessors of the properties comprising the Master Condominium (including, without limitation, any other Third Party), and the parties involved pursuant to the definition of Parties below in these Regulations.

According to the above, the Condominium Owners and users described in the above paragraph are subject to the provisions of the Master Condominium's Articles of Incorporation Deed, these Regulations, the Condominium Ownership Regime Law for the State of Baja California Sur, the Civil Code for the State of Baja California Sur, and the resolutions legally adopted by the Condominium Owners' Meeting, the Administrator, and the Surveillance Committee, as applicable.

Article 4. Parties subject to these Regulations. The following natural persons or entities, and the Master Condominium's administrative and operation bodies are bound to comply with these Regulations, Applicable Legal Provisions applicable to the Master Condominium, and any other resolution adopted by the Condominium Owners' Meeting, the Surveillance Committee, and/or the Master Condominium's Administrator, pursuant to these Regulations' terms and conditions:

a) Condominium Owners;

b) Occupants;

c) Condominium Owners' Meeting;

d) Surveillance Committee;

e) Administrator;

f) Guests;

g) Vendors and service providers; and

h) Service personnel.

Chapter III

Definitions

Article 5. Definitions. For purposes of these Master Condominium's Regulations, the following terms shall have the meaning ascribed to each one of them as follows, in the understanding that the singular includes the plural and vice versa:

(i) **"Meeting Minutes"** means the document prepared by the Secretary of the Master Condominium's Meeting in order to evidence the resolutions taken by such meeting, which document shall be transcribed to the Meeting Minutes Book in charge of the Master Condominium's Administrator for purposes thereof.

(ii) **"Surveillance Committee's Meeting Minutes"** means the document prepared by the Master Condominium's Surveillance Committee's Member or Alternate Member appointed by the Administrator, which minutes shall be transcribed to the Surveillance Committee's Meeting Minutes Book in charge of the Surveillance Committee's Member appointed by the Administrator.

(iii) **"Master Condominium's Administrator"** means the natural person or entity authorized: **(a)** to manage and maintain the Master Common Areas and Properties; **(b)** to represent the Condominium Owners before Third Parties; **(c)** to enforce the Articles of Incorporation Deed; **(d)** to enforce these Regulations; **(e)** to issue and enforce the Administrator's Guidelines issued by the Administrator; and **(f)** to enforce the Applicable Legal Provisions.

(iv) **"Sub-Condominium's Administrator"** means the natural person or entity appointed by the Sub-Condominiums' Meeting, in order to manage the Sub-Condominiums incorporated within the Master Condominium, and which will be subject to the terms set forth in the regulations of the Sub-Condominiums.

(v) **"Fiscal Year"** means the year beginning on January 1 of any year and ending on December 31 of such year.

(vi) **"Area"** means any of the Common Areas and Properties, Exclusive Use Common Areas and Properties, Restricted Use Areas, Exclusive Commercial Area, Hotel Exclusive Unit, and Residential Exclusive Units.

(vii) **(vii) "Master Common Areas and Properties"** in accordance with item II of Article 2 of the Law, are those owned in an undivided manner by the Condominium Owners, their use will be regulated by the Applicable Legal Provisions, which use, enjoyment, and maintenance is the responsibility of the Condominium Owners, Occupants, and Guests, and that are jointly owned by the

Condominium Owners along with the elements and parts that serve the real property and are necessary for its adequate use and enjoyment.

(viii) **"Exclusive Use Common Areas and Properties"** are those Common Areas and Properties that, if applicable, are stated as such in the Master Condominium's Articles of Incorporation Deed, as of exclusive use to a Residential Exclusive Unit or a group of Residential Exclusive Units, or that shall only be used for the purposes set forth in these Regulations or the Administrator's Guidelines.

Likewise, in accordance with the provisions of Article 27 of the Law, the following items are jointly owned:

a) The land, basements, entrance doors, lobbies, galleries, corridors, stairways, courtyards, gardens, squares, paths, interior streets, sport, recreational, reception or social gathering facilities, vehicle parking spaces stated as sufficient in the construction licenses, provided that such areas are of general use;

b) Premises for administration, porter's lodge and lodging of the porter and security guards, plus those for general facilities and common services;

c) Works, installations, apparatus and other objects for common use or enjoyment, such as pits, wells, cisterns, tanks, elevators, hoists, incinerators, stoves, furnaces, boilers, pumps and motors, sewers, channels, water, drainage, heating, electricity, and gas distribution conduits, premises and works for security, ornamentation, loading and unloading areas in general, and other similar, with the exception of those serving only to each Residential Exclusive Unit;

d) Foundations, structures, load-bearing walls, and roofs and rooftops for general use; and

e) Any other portions of the Master Condominium, premises, works, apparatus, or facilities that may be unanimously resolved by the Condominium Owners to be used or enjoyed in common or that may be so established in the Articles of Incorporation Deed and these Regulations.

In accordance with the provisions of Article 28 of the Law, mezzanines, floors, walls, and other divisions separating neighboring Units from each other, shall be jointly owned by the Condominium Owners of the adjoining Residential Exclusive Units; therefore, the performance of the required works, and their cost, will be mandatory for such Condominium Owners.

Likewise, the items described in Article 9 of these Regulations shall be Master Common Areas and Properties.

(ix) **"Restricted Use Areas"** means those areas of land and/or buildings located within the Master Condominium that may only be used for the purposes set forth in the Articles of Incorporation Deed. The description, location, surface, boundaries, purpose, and other characteristics of all the Restricted Use Areas are contained in the authorized plan and as an annex to the Articles of Incorporation Deed.

(x) **"Exclusive Use Areas"** means each one of the annexed elements that correspond to the Residential Exclusive Units. The description, location, surface, boundaries, purpose, and other characteristics of all Exclusive Use Areas are contained in the Articles of Incorporation Deed. In accordance with the provisions of Article 18 of the Law, the annexed elements corresponding to Residential Exclusive Units shall be considered Exclusive Use Areas, in the understanding, however, that rooftops will not be considered Exclusive Use Areas. Condominium Owners may not carry out improvements in the Exclusive Use Areas without the prior written authorization of the Administrator. If approved, the improvements will be considered as part of the same Exclusive Use Area.

(xi) **"Exclusive Commercial Area"** means the area intended to be exploited as stores or shops and/or any other commercial service. The description, location, surface, boundaries, purpose, and other characteristics of the Exclusive Commercial Area are contained in the authorized plan and as an annex to the Articles of Incorporation Deed.

(xii) **"Lease"** means the granting of the temporary use and enjoyment of any Residential Exclusive Unit by any Condominium Owner to a Third Party by virtue of any legal title, including, without limitation, a lease, gratuitous loan, usufruct or otherwise, which Lease shall be subject to the Rental Program and these Regulations.

(xiii) **"Master Condominium's Meeting"** means the meeting of the Condominium Owners in an Ordinary or Extraordinary Meeting in order to make decisions regarding the Sub-Condominium I in accordance with the provisions of these Regulations and the Applicable Legal Provisions.

(xiv) **"Master Condominium's Extraordinary Meeting"** means the meeting of the Condominium Owners in order to make the decisions listed in Article 26 of these Regulations.

(xv) **"Master Condominium's Ordinary Meeting"** means the meeting of the Condominium Owners in order to make the decisions listed in Article 25 of these Regulations.

(xvi) **"Sub-Condominium's Condominium Owners' Meeting"** means the meeting of the Condominium Owners of any Sub-Condominium of the Master Condominium, that meets to discuss and, if applicable, resolve the matters for which they were called in terms of the applicable laws and their corresponding regulations.

(xvii) **"Condominium's Balance Sheet"** means the document prepared by the Administrator that will contain the financial situation of the Master Condominium through December 31 of each calendar year, comprising the assets, liabilities, and capital of the Master Condominium.

(xviii) **"Proxy Letter"** means the letter issued by any Condominium Owner in favor of other Condominium Owner or a Third Party granting them the authority to vote its Undivided Ownership in the Master Condominium's Meetings, which letter shall contain specific instructions regarding how to vote (favorably or unfavorably) in each item of the Agenda of the Master Condominium's Meetings.

(xix) **"Code"** means the Civil Code for the State of Baja California Sur.

(xx) **"Master Condominium's Surveillance Committee"** means the collegial body elected by the Master Condominium's Meeting and comprised only by Condominium Owners, which shall be authorized to oversee the compliance of Administrator's obligations; the Applicable Legal Provisions; the correct application of the Annual Budget; and the correct application of the Master Extraordinary Dues.

(xxi) **"Master Condominium"** means the Master Condominium Ownership Regime of the Development named "Mar Adentro" of mixed structure and use, which is subject to the provisions of the Articles of Incorporation Deed, these Regulations, and the Internal Regulations issued by the Administrator. Such Master Condominium was incorporated in accordance with the terms of the Public Deed number 64,261, volume 1,505, dated September 3, 2020, granted before the authority of Mr. Carlos Aramburo Romero, Notary Public number 3 for the State of Baja California Sur, with jurisdiction in the Municipality of La Paz, Baja California Sur and with residence in La Paz, Baja California Sur. All Condominium Owners, Occupants, and Guests shall be subject to the above provisions and shall be responsible for the damages caused to any property by their employees, representatives, invitees, guests, or any other person visiting the property at their request.

(xxii) **"Condominium Owner"** means any natural person or entity, either domestic or foreign, including Fractional Condominium Owners, that by any legal title acquires through a public deed the ownership or beneficial interest of a Residential Exclusive Unit or a fraction of the ownership any a Residential Exclusive Unit.

(xxiii) **(xxiii) "Sub-Condominium's Condominium Owner"** means any natural person or entity, either domestic or foreign, including Fractional Condominium Owners, that by any legal title acquires through a public deed the ownership or beneficial interest of a Residential Exclusive Unit of any of the Sub-Condominiums.

(xxiv) **"Fractional Condominium Owners"** means the natural persons or entities, either domestic or foreign, that acquire by any legal title through a public deed the ownership or beneficial interest of a fraction of a Residential Exclusive Unit intended for Fractional Ownership within the Master Condominium or the Sub-Condominiums.

(xxv) **"Purchase Agreement"** means the ownership transferring agreement executed before a Notary Public, by means of which the natural persons or entities acquire the ownership or beneficial interest of one or several Residential Exclusive Units within the Master Condominium.

(xxvi) **Service Agreement"** means the service agreement executed, at the discretion of the Master Condominium's Administrator, with Third Parties for the rendering of services necessary or desirable for the operation and/or maintenance of the Master Condominium.

(xxvii) **"Rental Service Agreement"** means the Service Agreement, the purpose of which shall be that the Master Condominium's Administrator or, if applicable, the Operator of the Rental Program is in charge and responsible for the administration and rentals and the Residential Exclusive Units on behalf and for the account of the Condominium Owner willing to lease its Residential Exclusive Unit, in accordance with the provisions of the Rental Program and these Regulations.

(xxviii) **"Maintenance Service Agreement"** means the agreement for the rendering of maintenance services to the Residential Exclusive Units, the purpose of which shall be that the Administrator or, if applicable, the Operator is in charge and responsible for the maintenance of the Residential Exclusive Units.

(xxix) **"Call"** means the document that the Administrator shall send to the Condominium Owners in terms of Article 20 of these Regulations, and which shall contain the Agenda of the Master Condominium's Meetings.

(xxx) **"Bank Account"** means the account or accounts that the Administrator considers necessary or appropriate to perform its obligations pursuant to the Applicable Legal Provisions, in the understanding that the opening of such account shall be in the name of the Administrator or whoever is determined in the Service Agreement, and on behalf of all the Condominium Owners.

(xxxi) **"Lease Agreement"** means the lease agreement by means of which a Condominium Owner grants the temporary use and enjoyment of its Residential Exclusive Unit to a Guest or Occupant, which agreement shall be subject at any time to the Rental Program pursuant to the provisions of these Regulations.

(xxxii) **"Master Condominium Dues"** means the Ordinary Condominium Dues, Extraordinary Condominium Dues, and Emergency Condominium Dues that all Condominium Owners shall pay in accordance with their undivided ownership percentage, in order to cover all common costs and expenses for the operation, management, administration, maintenance, repair, replacement, and improvement of the Master Common Areas and Properties, which shall be determined by the Administrator and approved by the Condominium Owners' Meeting of the Master Condominium.

(xxxiii) **"Master Emergency Dues"** means the mandatory contributions to all the Condominium Owners of Residential Exclusive Units in the Master Condominium and the Sub-Condominiums, that are proposed by the Administrator and approved by the Master Condominium's Meeting to cover the emergency expenses arising from: (i) hurricanes, floods, storms; and (ii) any other cause of force majeure or act of God that causes damages to any Master Condominium's Area.

(xxxiv) **"Master Extraordinary Dues"** means the mandatory extraordinary contributions to all the Condominium Owners of Residential Exclusive Units in the Master Condominium and the Sub-Condominiums, that are proposed by the Administrator to pay unforeseen expenses not provided in the Annual Budget.

(xxxv) **"Master Ordinary Dues"** means the condominium dues for the administration and maintenance that are proposed by the Administrator in accordance with the Annual Budget and approved by the Master Condominium's Meetings.

(xxxvi) **"Sub-Condominium Expense Dues"** means the mandatory ordinary and/or extraordinary contributions that all Condominium Owners of the Sub-Condominiums shall pay to cover common expenses within the Sub-Condominium.

(xxxvii) **"Contact Information"** means the name, telephone numbers, e-mail, and address of each Condominium Owner of the Master Condominium.

(xxxviii) **"Voting Delegate"** means the natural person or entity appointed by the Sub-Condominiums' Meetings to represent the Condominium Owners of the Sub-Condominiums in the Master Condominium's Meeting.

(xxxix) **"Developer"** means the company Tortuga Resorts San José, S.A. de C.V., and, if applicable, any of its successors, successors in interest, assignees, associations and/or, including but not limited to, the company in which Tortuga Resorts San José, S.A. de C.V. results as divested company or divesting company in a spin-off, disappearing company or surviving company in a merger, and/or any Third Party appointed by Developer.

(xl) **"Applicable Legal Provisions"** means the Condominium Ownership Regime Law for the State of Baja California Sur and the Civil Code for the State of Baja California Sur, the Articles of Incorporation Deed, these Regulations, and the Administrator's Guidelines issued by the Administrator.

(xli) **"Articles of Incorporation Deed"** in accordance with the provisions of item IX of Article 2 of the Law, means the public document by means of which the Master Condominium Ownership Regime of the Development named "Mar Adentro" was incorporated, setting forth the characteristics and conditions for the organization and operation of the same. It specifically means the Public Deed number 64,261, volume 1,505, dated September 3, 2020, granted before the authority of Mr. Carlos Aramburo Romero, Notary Public number 3 for the State of Baja California Sur, with jurisdiction in the Municipality of La Paz, Baja California Sur and with residence in La Paz, Baja California Sur, as amended from time to time.

(xlii) **"Teller"** means at least two persons appointed by the Master Condominium's Administrator whose responsibility is to draft an attendance list and a vote tally per each of the items of the Agenda in the Master Condominium's Meetings.

(xliii) **"Financial Statement"** means jointly the Balance Sheet and the Profit and Loss Statement that the Administrator shall prepare per each Fiscal Year and to be submitted to the Master Condominium's Ordinary Meeting for its consideration; in the understanding, however, that the first Financial Statement will commence on the execution date of the Articles of Incorporation Deed and end on December 31 of the same year.

(xliv) **"Trust"** means the agreement executed with the Trust Department of a Banking Institution and before a Notary Public, by means of which foreign natural persons or entities acquire the beneficial interest or fractions of a Residential Exclusive Unit within the Master Condominium, in accordance with Mexican law.

(xlv) **"Reserve Fund** will have the meaning ascribed in Article 66 of these Regulations.

(xlvi) **"Hotel"** means the Hotel that will be operated in the Hotel Exclusive Unit.

(xlvii) **“Guest”** means the person staying at the Hotel and that occupying any Residential Exclusive Unit as a result of the execution of a Rental Service Agreement pursuant to the Rental Program.

(xlviii) **“Undivided Ownership”** means the percentage of joint ownership regarding the Common Areas and Properties of the Master Condominium corresponding to the Residential Exclusive Units within the Master Condominium in accordance with the Articles of Incorporation Deed.

(xlix) **“Law”** means the Condominium Ownership Regime Law for the State of Baja California Sur.

(l) **“Minute Book”** means the book where all the minutes shall be chronologically transcribed as a result of any Master Condominium’s Meeting. This book shall be under the responsibility of the Administrator and its opening and entries shall be approved by the Master Condominium’s Surveillance Committee.

(li) **“Committee’s Meeting Minutes Book”** means the book where all the Committee’s Meeting Minutes shall be chronologically transcribed as a result of any Master Condominium’s Surveillance Committee’s Meeting. This book shall be the responsibility of the Member appointed by the Condominium Owner owning the Hotel Exclusive Unit.

(lii) **“Condominium Owners’ Registry Book”** means the book where all Condominium Owners shall be registered as a result of acquiring a Residential Exclusive Unit or Commercial Premise within the Master Condominium by means of a public deed, which book shall contain the names, Contact Information, and deed of ownership of their Residential Exclusive Unit or Commercial Premise. This book shall be under the responsibility and safekeeping of the Administrator.

(liii) **“Administrator’s Guidelines”** means the rules adopted or amended by the Master Condominium’s Administrator in order to operate and regulate the use of the Master Condominium’s Common Areas and Properties and the Exclusive Use Common Areas and Properties, and that regulate the harmony between Condominium Owners, any conduct contrary to good customs or morals, and matters affecting the stability, safety, or health of the Master Condominium.

(liv) **“Commercial Premise”** means each commercial premise to be built and operated in the Exclusive Commercial Area.

(lv) **“Descriptive Specifications”** means the location plan of each one of the areas comprising the Master Condominium and Sub-Condominiums, including without limitation its area, measurements, and boundaries. The Descriptive Specifications are part of the Articles of Incorporation Deed and cannot be amended in any manner other than amending the Articles of Incorporation Deed.

(lvi) **“Hotel Name”** means the words that publicly and commercially identify the Hotel or the Hotel’s Operator.

(lvii) **“Occupant”**, in accordance with item XIII of Article 2 of the Law, means the natural person or entity that shares with the Condominium Owner his/her rights to use and enjoy a Residential Exclusive Unit, or any person to whom the rights of use and enjoyment of a Residential Exclusive Unit were delegated by any legal title, whether public or private. Occupants may be, including but not limited to, family members of the Condominium Owner, invitees, friends, tenants, gratuitous bailees, usufructuaries, guests, domestic workers, relatives, and friends of domestic workers and, in general, any person other than the Condominium Owner that is using or enjoying a Residential Exclusive Unit, jointly or separately, with the owner of such Residential Exclusive Unit. Occupants shall comply with the regulations applicable to the Master Condominium, such as, including but not limited to, these Regulations, the Administrator’s Guidelines, and the Applicable Legal Provisions.

(lviii) **“Operator”** means the natural person or entity authorized and approved by the Administrator to render management and lease services to the owners of Residential Exclusive Units willing to lease them in accordance with the applicable Rental Program.

(lix) **"Agenda"** means the list of items to be resolved in the Master Condominium's Meetings.

(lx) **"Parties"**, the parties are: **(a)** the Condominium Owners, and **(b)** the Administrator.

(lxi) **"Service Providers"** means those individuals or companies retained by the Administrator to help it with the performance of its obligations. This definition also applies to any Third Party retained by any Condominium Owner to render services within its Residential Exclusive Unit.

(lxii) **"Annual Budget"** means the annual amount estimated by the Administrator as necessary to pay the administration and maintenance of the Master Condominium during a given Fiscal Year, and that is approved by the Master Condominium's Ordinary Meeting.

(lxiii) **"Rental Program"** means the rental program to be issued by the Administrator and/or Operator in connection with the leasing of Residential Exclusive Units by any Condominium Owner. The Rental Program and the necessary agreements for its operation shall be approved and determined by the Administrator.

(lxiv) **"Fractional Ownership"** means the Residential Exclusive Units designated by the Developer or, if applicable, the Administrator, intended to be conveyed by fractions to such number of natural persons or entities, domestic or foreign, as the Developer may determine.

(lxv) **"Chairman"** means the Chairman of the Master Condominium's Surveillance Committee and in the absence thereof, the natural person (Condominium Owner or Third Party) to be appointed by a majority vote of the Condominium Owners present at the Master Condominium's Meeting.

(lxvi) **"Front Desk"** means the main counter of the Hotel, which will also be used for the check-in or check-out and managing of requests of Condominium Owners, Guests, and Occupants.

(lxviii) **"Regulations",** in accordance with item XIV of Article 2 of the Law, means this legal instrument that supplements and specifies the Law's provisions in accordance with the characteristics of the Master Condominium, establishing the internal rules of coexistence of the Condominium Owners in addition to the Law and other Applicable Legal Provisions.

(lxix) **"Common Representative"** means the natural person appointed as representative by the Condominium Owners that are joint owners of any Residential Exclusive Unit, or by the Fractional Condominium Owners of Residential Exclusive Units intended to be under Fractional Ownership, for purposes of attending to the Master Condominium's Meetings and to exercise the rights and perform the obligations of the Condominium Owners in accordance with the Applicable Legal Provisions.

(lxx) **"Secretary"** means the Administrator or the natural person appointed by the Administrator in terms of Article 21 of these Regulations, in order to serve as Secretary in the Master Condominium's Meeting, whose responsibility is the drafting, preparation, and execution of the Meeting Minutes.

(lxxi) **"Sub-Condominiums"** means the Sub-Condominium Ownership Regime I, also known as "Sub-Condominio Hotelero Residencial Mar Adentro II" and the Sub-Condominium Ownership Regime II, also known as "Sub-Condominio Comercial Mar Adentro II", incorporated within the Master Condominium, and individually referred to as Sub-Condominium I and Sub-Condominium II, respectively.

(lxxii) **"Undivided Ownership Table"** means the table that is part of the Articles of Incorporation Deed and the Descriptive Specifications, which contains the percentage of joint ownership that each Condominium Owner has with respect to the Master Common Areas and Properties.

(lxxiii) **"Third Parties"** means any natural person or entity other than the Parties.

(lxxiv) **"Hotel Exclusive Unit"**means the exclusive unit intended to be exploited as Hotel located in the Sub-Condominium I, and that will include the Hotel's rooms, bars, suites, restaurants, halls, and different meeting areas, commercial area, spa, swimming pools, etc. The description, location, surface, boundaries, purpose, and other characteristics of the Hotel Exclusive Unit are contained in the authorized plan and as an annex to the Articles of Incorporation Deed.

(lxxv) **"Hotel Exclusive Unit"** means the units within the Master Condominium that are identified and described as Residential Exclusive Units in the Articles of Incorporation Deed, as they may be modified from time to time, which unit and/or area shall be the exclusive property of the Condominium Owner who by any legal title has acquired the same, which shall be used, enjoyed, maintained, and repaired by said Condominium Owner in accordance with the Master Condominium's Articles of Incorporation Deed or the Sub-Condominium's Articles of Incorporation Deed and their corresponding Regulations, that are intended exclusively for residential or commercial uses.

Chapter IV

Master Condominium's Characteristics

Article 6. Location. The Master Condominium is located in Lot 8, Boulevard San José del Cabo, FONATUR Hotel Area, San José del Cabo, Baja California Sur, and it has the surface, measurements, and boundaries described in the Articles of Incorporation Deed. Such Articles of Incorporation Deed contains the Descriptive Specifications of all Areas and the Undivided Ownership Table of each of the Residential Exclusive Units.

Article 7. Areas. The Master Condominium is comprised by the Hotel Exclusive Unit, the Residential Exclusive Units, the Exclusive Commercial Area, and the Common Areas and Properties, all of them described in the Articles of Incorporation Deed.

Article 8. Exclusive Use Areas. The Master Condominium's Exclusive Use Areas are those stated as such in the Articles of Incorporation Deed. The Exclusive Use Areas shall have the use and purpose stated in the Articles of Incorporation Deed.

Article 9. Master Common Areas and Properties. The Master Common Areas and Properties are those stated as such in the Articles of Incorporation Deed. The Master Common Areas and Properties shall have the use and purpose stated in the Articles of Incorporation Deed. No one may use the Master Common Areas and Properties as an Exclusive Use Area, nor may they hinder the use, access, or purpose of the same. These areas are considered as necessary for the existence, comfort, access, decoration, recreation, and entertainment within the Master Condominium.

The maintenance and repair of Master Common Areas and Properties shall be the Administrator's responsibility through the use of the Master Condominium Dues for this purpose.

The following areas are considered as Master Common Areas and Properties, including, but not limited to:

I. The land, basements, entrance doors, lobbies, galleries, corridors, stairways, courtyards, gardens, squares, paths, interior streets, sport, recreational, reception or social gathering facilities, vehicle parking spaces stated as sufficient in the construction licenses, provided that such areas are of general use;

II. Premises for administration, porter's lodge and lodging of the porter and security guards, as well as those for general facilities and common services;

III. Works, installations, apparatus and other objects for common use or enjoyment, such as pits, wells, cisterns, tanks, elevators, hoists, incinerators, stoves, furnaces, boilers, pumps and motors, sewers, channels, water, drainage, heating, electricity, and gas distribution conduits, premises and works for security, ornamentation, loading and unloading areas in general, and other similar works, with the exception of those serving only to each Residential Exclusive Unit;

IV. Foundations, structures, load-bearing walls, and roofs and rooftops for general use; and

V. Any other portions of the Master Condominium, premises, works, apparatus, or facilities that may be unanimously resolved by the Condominium Owners to be used or enjoyed in common or that may be so established in the Articles of Incorporation Deed and these Regulations.

Master Common Areas and Properties may not be divided or modified with respect to their shape, construction, color, design, or purpose, other than by the Master Condominium's Administrator.

Condominium Owners shall be liable before the Master Condominium's Meeting and Administrator for the damages caused to the Master Common Areas and Properties by their own negligence or bad faith, or that of their Guests or Occupants.

Article 10. Restricted Use Areas. Restricted Use Areas shall be used only for the uses specified in the Articles of Incorporation Deed, which uses shall be in any event for the benefit of Condominium Owners. Condominium Owners shall be liable before the Condominium Owners' Meeting and Administrator for the damages to Restricted Use Areas caused by their own negligence or bad faith, or that of their visitors, invitees, Guests or Occupants.

Chapter V

Administrator

Article 11. Administrator. The Master Condominium's Administrator shall be a natural person or entity appointed by the Master Condominium's Meeting, such Administrator shall perform its duties by itself or through Third Parties. The Administrator shall be in office for a period of 15 (fifteen) years as from the incorporation of the Master Condominium, with the possibility of renewing for annual periods after the expiration of such initial term of 15 (fifteen) years. The first Administrator shall be appointed by the Developer. Notwithstanding the foregoing, in the event that at the expiration of such term and as long as the Developer still retains ownership or title to at least one Residential Exclusive Unit within the Master Condominium, the Developer, its affiliates, assignees, or successors shall retain the authority to appoint or replace the Administrator until such time as the foregoing subsists.

The Master Condominium's Administrator shall have the rights and obligations set forth in these Regulations and the Law

Article 12. Authority and Duties of Administrator. The Master Condominium's Administrator shall have, including but not limited to, the following authorities and obligations:

i. To keep the Minute Book;
ii. To care for, oversee, and maintain in good condition the Master Common Areas and Properties, facilities, and common services, as well as to promote the integration, organization, and development of the community;
iii. To obtain and keep, for the duration of its term, the books and documentation related to the Master Condominium;

iv. To carry out all the administration and maintenance acts required in the Master Common Areas and Properties, as well as to contracting the supply of electricity and other goods and services necessary for the installations and the Master Common Areas and Properties. The amounts due by the applicable service or good shall be prorated among the Condominium Owners based on their corresponding Undivided Ownership percentage;

v. To carry out the resolutions of the Master Condominium's Meeting, except if the same assigns special delegates to do so;

vi. To collect the Master Condominium Dues from Condominium Owners;

vii. To issue the applicable receipts upon payment of the Master Condominium Dues;

viii. To pay the Master Condominium's maintenance and administration;

ix. To annually deliver to each Condominium Owner the corresponding account balance statement;

x. To call the Master Condominium's Meetings in accordance with these Regulations and the Applicable Legal Provisions;

xi. To register the Articles of Incorporation Deed and its amendments before the applicable Public Registry of Ownership;

xii. Upon executing a Purchase Agreement, it shall always confirm the delivery of a notary-certified copy of the Articles of Incorporation Deed, its annexes, and these Regulations, the foregoing in accordance with the provisions of Article 14 of the Law;

xiii. To obtain insurance protection, by itself or through Third Parties, for the Master Common Areas and Properties, and insurance against Third Parties' liability in order to protect the Administrator's officers and employees, Condominium Owners, Guests, and Occupants;

xiv. To maintain, repair, replace, rebuild, add, and operate the elements within the Master Common Areas and Properties, and other properties purchased or leased by Administrator for the performance of its duties;

xv. To approve the lease or transfer of ownership, use, or enjoyment of any Residential Exclusive Unit;

xvi. To retain personnel and/or Third Parties to perform its duties;

xvii. To enter into any kind of agreement, contract, and/or document on behalf of Condominium Owners, directly or indirectly related to the performance of its duties, including, without limitation, to enter into agreements or contracts with Third Parties in order to perform the maintenance and operation activities of the Master Condominium, as well as to participate in any kind of lawsuits and/or judicial, administrative, or any kind of proceedings directly or indirectly related to the Master Condominium;

xviii. To keep order in the Master Condominium;

xix. To enforce the Applicable Legal Provisions;

xx. To determine the actions to follow against a Condominium Owner not complying with the Applicable Legal Provisions;

xxi. To establish any kind of fines and penalties to Condominium Owners, Guests, or Occupants that fail to comply with any provision of these Regulations or the Master Condominium's Articles of Incorporation Deed;

xxii. To take the necessary actions to comply with its obligations, in the understanding that any decision taken by the Administrator while performing its duties shall be mandatory to all Condominium Owners;

xxiii. To advise the Condominium Owners regarding insurance for Residential Exclusive Units;

xxiv. To carry out or have a Third Party to carry out the accounting of the Master Condominium;

xxv. To submit to the Master Condominium's Meeting, at least annually, a report containing the financial statements and the expenses of the Master Condominium during such term;

xxvi. If applicable, to retain lawyers and grant them the necessary powers and authorities in order to sue non-complying Condominium Owners or Third Parties;

xxvii. To carry out the selection, hiring, and removal of administrative personnel for the Master Condominium, as well as of the natural persons or entities that will render services related to the Master Condominium and its facilities;

xxviii. When resolved by the Master Condominium's Meeting, to contract and keep current insurance regarding the Master Common Areas and Properties;

xxix. When resolved by the Master Condominium's Meeting, to contract and keep current liability insurance;

xxx. To issue and amend the Administrator's Guidelines and the corresponding penalties for the use and enjoyment of Master Common Areas and Properties; any other regulation required for the correct operation, order, safety, tranquility, and good manners within the Master Condominium, and for the maintenance and operation of areas, services, and common properties of the Master Condominium; and

xxxi. The other authorities and duties provided by the Law or these Regulations.

Condominium Owners shall indemnify and hold harmless the Master Condominium's Administrator, its officers, and employees from any liability arising, directly or indirectly, from the performance of its duties as Administrator, except for malicious or negligent acts against Third Parties.

In no event the Administrator will be bound to cover the Master Condominium's expenses at its own cost; in the understanding, however, that in the event the Administrator decides to cover them it will have the right to be reimbursed from the Master Condominium Dues as soon as possible, being entitled to take the amounts paid in a preferential manner, as long as the Master Condominium's physical and economical integrity is not put at risk at its sole discretion.

In accordance with item XV of Article 40 of the Law and with the purpose of the Administrator being able to perform its obligations pursuant to these Regulations, the persons assigned by the Administrator will have all the general authorities for lawsuits and collections and acts of administration in accordance with the two first paragraphs of Article 2468 of the Civil Code for the State of Baja California Sur and Article 2554 of the Federal Civil Code.

Article 13. Powers of the Master Condominium's Administrator. The Master Condominium's Administrator shall have, including but not limited to, the following powers:

a) **General Power of Attorney for Lawsuits and Collections.** In terms of the first paragraph of Article 2,468 (two thousand four hundred sixty-eight) of the current Civil Code for the State of Baja California State of Baja California Sur and its correlative Articles of the states of the United Mexican States, with all the general and special authorities that require to have special power or clause pursuant to the law; and those contained in Article 2,469 (two thousand four hundred sixty-nine) of the same code, being able to, including inter alia, but not limited to: represent the grantor in any matter of ex parte proceedings, mixed and adversarial, from beginning to end, before natural persons or entities, and before all kind of authorities of any jurisdiction, whether judicial (civil or criminal), administrative or labor, including federal as well as local, inside or outside United Mexican States, in or out of trial; to file any kind of civil, administrative, criminal, and labor suits, including "amparo" proceedings; to carry out procedures, quotations, credit, and collection procedures; to request and execute provisional remedies of attachment and conditional release; to file any kind of pre-filing discovery; to file and answer claims; to file all kinds of ordinary and extraordinary appeals, against interlocutory and final orders; to assert and answer dilatory and peremptory defenses, and counterclaims; to expressly submit to jurisdiction, extend jurisdiction, file pleadings and documents, request ordinary and extraordinary terms, and supplementary evidence, submit all kinds of evidence, object to the evidence of the opposing party; to submit and answer depositions upon written questions; to submit witnesses and watch those of the other party; to cross-examine and challenge witnesses; to appoint and challenge expert witnesses; to assert, request the nullity of proceedings; to consent to orders and judgments; to challenge even in amparo proceedings; to enter into transactions and agreements; to bid, make bids, and improvements at auctions, request accord and satisfaction; to make an receive payments; to withdraw actions, stipulate conventional procedures; to file any kind of criminal complaints and private criminal complaints, ratify them, submit and provide evidence, assist the Attorney's General Office, withdraw evidence and grant pardon to the offender when appropriate, demand restitution and file for all types of collateral issues.

b) **General Power of Attorney for Acts of Management.** In terms of the second paragraph of Article 2,468 (two thousand four hundred sixty-eight) of the current Civil Code for the State of Baja California Sur and its correlative Articles of the states of the United Mexican States, with all the general and special authorities that require to have special power or clause pursuant to the law, signing the necessary public and/or private documents before the authorities, whether municipal, state or federal, and in general executing the acts of administration that are necessary for the exercise of this power of attorney, and finally representing the grantor before all kinds of authorities, in the broadest form for the defense of its interests.

c) **General Power of Attorney for Lawsuits and Collections and for Acts of Labor Management.** Pursuant to the first and second paragraphs of Article 2,468 (two thousand four hundred and sixty-eight) of the current Civil Code in the State of Baja California Sur and its correlative Articles for the other political subdivisions of the United Mexican States, as well as to the applicable laws and special rules, either federal, state, or local, being specifically empowered, without any limitation, to: legally represent the grantor before any natural person, entity, and any kind of judicial or administrative authorities, agencies, entities, and organization of any jurisdiction, whether civil, criminal, administrative, or labor, including federal, state, or local, inside or outside the United Mexican States, in or out of trial; to file any kind of trials, including "amparo" proceedings, follow up in all the corresponding proceedings, and to withdraw therefrom; to file recourses against final or interlocutory resolutions, and to consent to those favorable to the grantor and revoke those against; to answer all lawsuits filed against the grantor and prosecute the trials to all the legal procedures; to file any kind of recourses, at any instance before the corresponding authorities; to recognize signatures, documents, and accuse of falseness those filed by the other party; to submit witnesses, watch those of the other party, cross-examine and re-ask them; to submit and answer depositions upon written questions; to submit in arbitration proceedings; to reject magistrates, judges and other judicial officers, without cause, with cause, or under oath; to present experts; to receive securities, grant receipts. and payment letters; to make and file criminal complaints, private criminal complaints, or accusations, assist the attorney's general office in connection with criminal trials, constitute the grantor in civil party and grant pardons as it deems convenient and according to law; and to represent the Condominium in accordance with Articles 11 (eleven), 46 (forty-six), 134 (one hundred and thirty-four) section III (third), 523 (five hundred twenty-three), 786 (seven hundred and eighty-six), and 787 (seven hundred and eighty-seven) of the current Federal Labor Law. As legal labor representative and general attorney-in-fact, it may appear before the unions with which collective bargaining agreements have been executed, and in connection with any individual labor conflict which may arise, and in general to intervene in all labor matters and appear before any social service or labor authority referred to in Article 523 (five hundred and twenty-three) of the Federal Labor Law; likewise the attorney-in-fact is empowered to appear before the Conciliation and Arbitration Boards, whether local or federal; therefore it will have the employer representation for purposes of Articles 11 (eleven) and 46 (forty-six), as well as the company's legal representation for purposes of accrediting the legal personality and capacity in or out of trial, in terms of Article 692 (six hundred and ninety-two), sections II (second) and III (third) of the Federal Labor Law; to appear at confessional hearings in terms of Articles 786 (seven hundred and eighty-six) and 787 (seven hundred and eighty-seven) of the Federal Labor Law, with authorities to ask and answer interrogatories as grantor's legal representative, with specific authorities to depose confessional hearings in all its parts; it may designate a domicile to hear and receive notifications in terms of Article 739 (seven hundred and thirty-nine) of the Federal Labor Law, attend with sufficient authority to the hearing referred to in Article 873 (eight hundred and seventy-three) of the Federal Labor Law, in its three stages: conciliation, claims and defenses, and with respect to the offering and admission of evidence; likewise, the attorney-in-fact is empowered to propose conciliatory arrangements, execute transactions, make decisions concerning the negotiation and execution of labor agreements, as well as to represent the grantor as administrator in relation with all kinds of trials or labor procedures submitted before any labor authority. Likewise, this power is granted, expressly including, but not limited to, authorities for acts of labor management such as hiring and firing of workers; occupation and distribution of workers; determining the duties corresponding to each position or work area and their compensations; and, if applicable, terminating or promoting all kind of workers; signing labor contracts or agreements; and terminating or rescinding them; and, in general, obligating the grantor in any labor matter.

d) **Special Power of Attorney to Subscribe Negotiable Instruments.** In accordance with Articles 9 (nine) and 85 (eighty five) of the General Law on Negotiable Instruments and Credit Transactions, the authorized party may draw, accept, endorse, make, issue, draw, guarantee, certify, and in any other way subscribe negotiable instruments in the name and on behalf of the grantor, issue mortgage bonds, grant guarantees, sureties, and in general guarantee, including with pledges or mortgages, obligations to Third Parties, with or without consideration, and therefore subscribe negotiable instruments, agreements, contracts, and other documents that may be necessary or convenient for the granting of such guarantees; this includes the power to issue checks, to dispose of funds in a bank or deposit account, and to bind the grantor in any manner it deems legally necessary.

e) **General Power of Attorney for Acts of Management in Fiscal Matters.** The authorized party may exercise the power of attorney in the broadest terms of the second paragraph of Article 2,468 (two thousand four hundred and sixty-eight) of the Civil Code for the State of Baja California Sur and its correlative Articles of the civil codes for the other states of the United Mexican States, granting it all the general and special powers that according to the law require special power of attorney or clause, in the terms of Articles 19 (nineteen) and 19-A (nineteen "A") of the Federal Fiscal Code, to carry out all kinds of procedures or formalities, before the federal and local tax authorities, to act on behalf of the grantor, to initiate, continue, agree, and terminate all types of tax proceedings, and expressly to appear before the Ministry of Finance and Public Credit and before the Tax Administration System in the name and on behalf of the grantor, to carry out any proceedings related to the grantor, signing the public or private documents necessary for such purpose, including the processing, creation, obtaining, renewal, or use of the advanced electronic signature, or any remote electronic means that may be required. As well as to submit digital documents, make consultations, or exercise means of defense using the advanced electronic signature of the grantor, the foregoing based on the provisions of Article 19-A (nineteen "A") of the Fiscal Code of the Federation.

f) **General Power of Attorney to Open, Manage, and Close Bank and Investment Accounts.** To represent the grantor pursuant to the second paragraph of Article 2,468 (two thousand four hundred and sixty-eight) of the current Civil Code for the State of Baja California Sur and its correlative Articles of the civil codes for the other political subdivisions of the United Mexican States, being entitled to: open, manage, and close bank and investment peso (legal tender) and/or US dollar accounts; and designate the authorized joint signatures in such accounts.

g) **General Power of Attorney to Grant General and Special Powers of Attorney.** The authorized party shall have the broadest authorization to grant to third parties under its responsibility, in whole or in part, the powers granted to it by means of this instrument, retaining, however, the exercise thereof; and may revoke such grants at its discretion.

Article 14. Condominium Owners' Registry Book. The Administrator shall keep and maintain in safekeeping a Condominium Owners' Registry Book, which shall contain, including but not limited to, the following data:

a) Full name of the Condominium Owners and the Residential Exclusive Units of which they are owners under any legal and public instrument;
b) A copy of the public instrument by means of which the Condominium Owner acquired the ownership or beneficial interest to its Residential Exclusive Unit.
c) Name of the Common Representative of the Condominium Owners, if joint ownership regarding a Residential Exclusive Unit;
d) An address designated by the Condominium Owner to hear and receive all kinds of notifications, subpoenas, and summonses related to disputes arising from non-compliance with these Regulations, the Law, and the Applicable Legal Provisions;
e) An e-mail address provided by the Condominium Owner to receive and send communications and notifications to the Administrator and the Surveillance Committee;
f) Condominium Owner's signature; and

g) Signature of the Administrator and the Surveillance Committee's Chairman.

In the event that a Condominium Owner fails to register in the Condominium Owners' Registry Book mentioned in this Article, all the communications, subpoenas, notifications, or summons shall be made and shall be effective through the posting made by the Administrator in one or more visible places within the Master Condominium.

Article 15. Binding force of the Administrator's Guidelines and measures issued by the Master Condominium's Administrator. The measures adopted by the Administrator within its duties, including the Administrator's Guidelines, shall be mandatory to all Condominium Owners, Occupants, Guests, visitors, administrative and service personnel, and any other persons that by any virtue are located within the Master Condominium. Such measures, resolutions, rules, or provisions may be revoked or amended by the Condominium Owners' Meeting.

Article 16. Administrator's Guidelines. The Administrator shall have the discretionary authority to issue and amend the Administrator's Guidelines that may be necessary to implement the routine administration of the Master Condominium and these Regulations. Such Administrator's Guidelines may include, but are not limited to, the following:

I. Specific limitations on parking, including visitor parking, storage, and warehouses, use and operating hours of Common Areas and Properties, provision of services, security requirements, garbage collection, and animal control;
II. A fine system and charges arisen from the non-compliance with the payment of the Master Condominium Dues, non-compliance with these Regulations, or damages to Common Areas and Properties;
III. Specific measures to make sure that the Condominium Owners, Occupants, Guests, and their invitees do not violate or compromise the rights of other Condominium Owners or fail to comply with these Regulations.

Article 17. Validity of Administrator's Guidelines. The Administrator's Guidelines may regulate any matter related to the Master Condominium. A copy of the Administrator's Guidelines and its amendments shall be available at the Administrator's office to all Condominium Owners and Occupants. In the event that the Administrator amends the Administrator's Guidelines, it shall notify such amendments to the Condominium Owners by sending the amended Administrator's Guidelines to the registered contact's e-mail address or by delivering and submitting it to the Master Condominium's Meeting.

The Administrator's Guidelines shall have the same validity as if they were part of the Master Condominium's Regulations and shall be mandatory to all Condominium Owners and Occupants, whether or not they have received them, in accordance with the provisions of this Article.

In the event of a dispute between the Administrator's Guidelines and other provisions herein, the provisions of the Regulations shall prevail over the Administrator's Guidelines, solely with respect to such dispute.

Article 18. Administrator's removal events. The Administrator may be removed from office only for committing or omitting a gross negligence in the performance of its duties.

Chapter VI

Meetings

Article 19. Condominium Owners' Meeting. The highest governing body of the Master Condominium is the legally convened Master Condominium's Meeting. The legally adopted decisions and resolutions of such body, in accordance with these Regulations and the Law, shall bind all Condominium Owners, without exception, including absent and dissenting Condominium Owners.

Likewise, all the resolutions of the Master Condominium's Meeting shall be valid and binding to all the persons subject to these Regulations.

Article 20. Calls. The Master Condominium's Meetings shall be called by the Administrator and, in absence thereof, by any member of the Surveillance Committee.

The Calls shall be performed at least 15 (fifteen) calendar days in advance to the date of the Master Condominium's Meeting and the Call shall contain the following:

i. Indication of the place within the Master Condominium where the meeting will be held;
ii. Day and time of the meeting; and
iii. The corresponding Agenda.

The Master Condominium's Meeting will be called in the event of extreme emergency as far in advance as the circumstances require but in no event less than 3 (three) calendar days in advance.

Calls shall be notified to Condominium Owners or their representatives, as applicable, within the stated periods, by e-mail to the e-mail address provided by each Condominium Owner and by notices posted in three public places within the Master Condominium. If by any reason the Call cannot be sent by e-mail, the posting of the mentioned notices in public places within the Master Condominium will be sufficient for the Call to be valid.

Article 21. Appointment of Meeting's Chairman, Secretary, and Tellers. The Surveillance Committee's Chairman shall serve as Chairman of the Master Condominium's Meeting and the Administrator, or whoever the Administrator assigns, shall be the Secretary. In absence of the Surveillance Committee's Chairman, the Chairman of the Master Condominium's Meeting shall be the person to be appointed by a majority vote of the Condominium Owners present at the Master Condominium's Meeting.

The Master Condominium's Administrator shall appoint 2 (two) Tellers from those present at the Master Condominium's Meeting, whose Tellers shall be in charge of drafting the attendance list, the count or recount to determine the quorum of attendance, and the vote tally per each item of the Agenda.

Article 22. Voting at the Meeting. The vote of the Voting Delegate and the Condominium Owners of Residential Exclusive Units shall be equivalent to the Undivided Ownership percentage corresponding to their Residential Exclusive Unit. A Condominium Owner owning several Residential Exclusive Units shall have the right to vote the aggregate of Undivided Ownership percentages corresponding to its Residential Exclusive Units.

Notwithstanding the foregoing, in the events of election, reelection, or removal of the Administrator or the members of the Master Condominium's Surveillance Committee, each Residential Exclusive Unit will only have one vote. Except for the Exclusive Commercial Area, where voting shall be in accordance with the provisions of the preceding paragraph.will only have one vote. Except for the units of the Exclusive Commercial Area, where voting shall be in accordance with the provisions of the preceding paragraph.

The Voting Delegate that will represent the Sub-Condominiums in the Master Condominium's Meeting, may only represent those Condominium Owners of the Sub-Condominium's Residential Exclusive Units that are up to date on the payment of their contributions. Likewise, Developer may vote the Residential Exclusive Units owned by Developer in terms of this Article.

Voting shall be personal, nominal, and direct or, if applicable, by the Voting Delegate; in the understanding that in no event a single person may represent, through notarial power of attorney or Proxy Letter, more than 50% of the Master Condominium's Condominium Owners. In the event that any of the Condominium Owners sends a Third Party on their behalf to attend a Master Condominium's Meeting to vote, such representative shall evidence its capacity by means of a Proxy Letter signed by the Condominium Owner and two witnesses, and in the event of an entity the representation shall be evidenced through the appropriate corporate documents.

In the event of joint ownership over any of the Residential Exclusive Unit, the Condominium Owners that are joint owners shall appoint a Common Representative to represent them in the Master Condominium's Meetings and for all purposes of these Regulations. In the event of Residential Exclusive Units intended to be under Fractional Ownership, the Fractional Condominium Owners of each Residential Exclusive Unit shall appoint a Common Representative to attend the Master Condominium's Meetings, in the understanding that each Residential Exclusive Unit intended to be under Fractional Ownership shall have one vote equivalent to the Undivided Ownership percentage representing such Residential Exclusive Unit. The Common Representative of the Fractional Condominium Owners may or may not be a Fractional Condominium Owner.

Only the matters contained in the Agenda of the Master Condominium's Meeting may be voted, no other matter may be discussed or voted by the Master Condominium's Meeting.

No person or entity outside the Master Condominium's Meeting or the Administrator may attend the Master Condominium's Meetings. Notwithstanding the foregoing, the Administrator may, at its sole discretion, invite Third Parties to attend the Master Condominium's Meeting.

Article 23. Minute Book. A Meeting Minutes of each Master Condominium's Meeting must be taken for the record, which shall be signed by the Chairman, Secretary, and Tellers and shall be transcribed to the Minute Book in charge of the Administrator. Only the resolutions contained in the minutes transcribed to the Minute Book in charge of the Administrator, or those duly notarized before a Notary Public will be acknowledged as valid and binding to the Condominium Owners and the Administrator.

The Administrator, when it deems appropriate to provide legal certainty to the Condominium Owners and the Surveillance Committee, may invite to the Condominium Owners' Meetings of the Master Condominium a Notary Public of its choice to attest the Condominium Owners' Meeting of the Master Condominium.

Article 24. Attendance Right. Every Condominium Owner has the right to attend the Master Condominium's Meeting in accordance with the Law. However, a Condominium Owner who is in the following situations may attend a Master Condominium's Meeting but without right to speak or vote:

(a) When it has an outstanding balance of more than 1 (one) month in arrears of its Master Condominium Dues;
(b) When it is in arrears in the payment of the Reserve Fund, fines, penalties, default interest, or any other contribution approved by the Master Condominium's Meeting; and
(c) When it has been notified of any infraction and has not taken the necessary steps to remedy it, prior to the Master Condominium's Meeting.

In the cases provided for in the preceding paragraph the Undivided Ownership corresponding to the Residential Exclusive Unit of the defaulting Condominium Owner shall not be considered for purposes of convening the Master Condominium's Meeting.

Article 25. Master Condominium's Ordinary Meeting. Master Condominium's Ordinary Meetings will be held at least once a year within the first 4 (four) months of the year. Master Condominium's Ordinary Meetings are those called to deal with any of the matters not specifically contemplated for Master Condominium's Extraordinary Meetings. Notwithstanding the foregoing, Master Condominium's Ordinary Meetings shall deal with at least the following matters:

i. To set forth the Administrator's obligations and authorities before Third Parties and Condominium Owners;
ii. To set forth and amend the default rates in charge of Condominium Owners for the event of nonpayment of the Master Condominium Dues;
iii. To decide on the kind and amount of the bond to be granted by the Administrator regarding its duties, and the funds under its care for the maintenance, administration, and reserve for replacement of implements;
iv. To examine and, if applicable, approve the financial statements submitted by the Administrator for consideration, as well as the activity annual report submitted by the Surveillance Committee;
v. To discuss and, if applicable, approve the Annual Budget;
vi. To set forth the Master Condominium Dues;
vii. To adopt the appropriate measures on matters of common interest that are not clearly the Administrator's own duties, or, which, if they are, have not been diligently fulfilled;
viii. To appoint and remove the members of the Surveillance Committee;
ix. To approve the Administrator's report; and
x. To approve the Surveillance Committee's report.

Article 26. Master Condominium's Extraordinary Meeting. Master Condominium's Extraordinary Meetings are those called to deal only with the following matters:

i. To permanently change the use or purpose of Master Common Areas and Properties.
ii. To amend the Articles of Incorporation Deed or these Regulations;
iii. To instruct the Surveillance Committee or its designee to proceed before the competent authorities when the Administrator violates the Applicable Legal Provisions;
iv. To appoint and remove the Administrator;
v. To expel a Condominium Owner due to repeated violations, and to authorize the judicial sale of its Residential Exclusive Unit and the joint ownership rights corresponding to the Master Common Areas and Properties in accordance with the Applicable Legal Provisions; and
vi. To terminate the Master Condominium, in accordance with Article 15 of the Law.

Article 27. Voting and Quorum. When the Master Condominium's Ordinary Meeting is held by virtue of a first Call, the attendance of the Condominium Owners representing at least 51% (fifty-one per cent) of the Undivided Ownership of the Master Condominium shall be required; when held by virtue of a second or later Call, the Master Condominium's Ordinary Meeting shall be held with the Undivided Ownership percentage of the Master Condominium attending the Master Condominium's Ordinary Meeting. Master Condominium's Ordinary Meetings held in first, second, or third Call can be scheduled for the same day provided there is at least 1 (one) hour between them.

The resolutions of the Master Condominium's Ordinary Meeting shall be taken by simple majority of the Undivided Ownership present at such meeting.

When the Master Condominium's Extraordinary Meeting is held by virtue of a first or later Call, the attendance of the Condominium Owners representing at least 75% (seventy-five per cent) of the Undivided Ownership of the Master Condominium shall be required in order to be convened. the Sub-Condominium I attending the Sub-Condominium I's Ordinary Meetings. Sub-Condominium I's

Undivided Ownership of the Sub-Condominium I shall be required in order to be convened.

The resolutions of the Master Condominium's Extraordinary Meeting in first, second, or third Call shall be taken by the favorable vote of the Condominium Owners representing at least 75% (seventy-five per cent) of the Undivided Ownership.

In order for the resolutions of the Master Condominium's Meetings to be valid in the event that a single Condominium Owner represents more than 51% (fifty-one per cent) of the Master Condominium's Undivided Ownership, the attendance of a Notary Public shall be required to attest the resolutions taken.

Article 28. Calls by Condominium Owners. In the event that the Administrator or the Surveillance Committee fail to call a Master Condominium's Ordinary Meeting at least once a year within the first 4 (four) months of the year in accordance with these Regulations, the Condominium Owners representing at least 25% (twenty-five per cent) of the Undivided Ownership may call a Master Condominium's Ordinary Meeting.

Chapter VII

Surveillance Committee

Article 29. Surveillance Committee. The Surveillance Committee is the collegial body in charge of overseeing that the Master Condominium's Administrator fulfills its obligations provided by the Law, these Regulations, and the Applicable Legal Provisions. The Surveillance Committee shall be elected by the Master Condominium's Ordinary Meeting and shall be comprised of 3 (three) Condominium Owner members and 3 (three) Condominium Owner alternate members, which members shall be in office for 1 (one) year, or more time if ratified by the Master Condominium's Ordinary Meeting; in the understanding, however, that the Condominium Owner owning the Hotel Exclusive Unit shall have the right at any time to appoint 1 (one) of the members and its corresponding alternate member of the Master Condominium's Surveillance Committee. In accordance with the second paragraph of Article 38 of the Law, when a Condominium Owner is appointed as member or alternate member of the Surveillance Committee, the Condominium Owner shall evidence to be up to date on the payment of its Master Condominium Dues, from the beginning and during the entirety of its term of office.

If a member cannot attend a meeting its corresponding alternate member shall attend the meeting. The Master Condominium's Ordinary Meeting appointing the Surveillance Committee shall also appoint the Surveillance Committee's Chairman.

The Surveillance Committee shall appoint a Secretary who will be in charge of drawing up a Surveillance Committee's Meeting Minutes per each meeting of the Surveillance Committee, and it shall also be responsible of transcribing the minutes to the Committee's Meeting Minutes Book.

Article 30. Calls by the Surveillance Committee. In the event that the Administrator fails to call a Master Condominium's Ordinary Meeting within the first 4 (four) months of the year, the Surveillance Committee's members may call a Master Condominium's Ordinary Meeting in terms of Chapter VI of these Regulations.

Article 31. Surveillance Committee's Meetings. The Master Condominium's Surveillance Committee shall be called to a meeting when its members consider it appropriate, having to meet at least once a year. The Surveillance Committee's Chairman shall call the meetings at least 5 (five) calendar days in advance to the meeting's date.

The Call of the Surveillance Committee's meetings shall be signed by the Surveillance Committee's Chairman and shall be delivered to the address, within the Master Condominium (if a Condominium Owner), registered for each member in the Condominium Owners' Registry Book. The Call shall contain the date, time, and place within the Master Condominium where the session shall be held, as well as the corresponding Agenda.

Article 32. Quorum in Surveillance Committee's meetings. In order for Surveillance Committee's meetings to be legally convened, there must be a quorum of at least 3 (three) members of the Surveillance Committee, either members or alternate members. In the event of the absence of the Chairman or Secretary of the Master Condominium's Surveillance Committee, a majority vote of the members present at the meeting shall appoint the person to fill said position.

Resolutions shall be adopted unanimously by the members, or, if applicable, alternate members, having a vote each member.

A Surveillance Committee's Meeting Minutes shall be drawn up per each Surveillance Committee's meeting held. This Surveillance Committee's Meeting Minutes shall include all the resolutions taken and shall be signed by all the members present at the Surveillance Committee's meeting.

Article 33. Surveillance Committee's Authorities and Obligations. In accordance with Article 44 of the Law, the Surveillance Committee shall have the following authorities and obligations:

I. To verify that the Administrator complies with the resolutions of the Master Condominium's Meeting;

II. To oversee that the Administrator complies with its duties;

III. To supervise the hiring and termination of professional services and Third Parties hired by the Administrator when so resolved by the Master Condominium's Meeting;

IV. To verify and issue an opinion on the account balance statements to be submitted by the Administrator to the Master Condominium's Meeting;

V. To verify and supervise the investment of the Reserve Fund;

VI. To report to the Master Condominium's Meeting its observations on the administration of the Master Condominium;

VII. To assist the Administrator in making observations to the Condominium Owners regarding compliance with its obligations;

VIII. To call a Master Condominium's Meeting when the Condominium Owners requested it to the Administrator and the Administrator failed to do so within three days after such request; provided that the Condominium Owners represent at least 25% (twenty-five per cent) of the Master Condominium's Undivided Ownership. Likewise, to make the above Call when in the Surveillance Committee's opinion it is necessary to inform the Master Condominium's Meeting of any irregularities committed by the Administrator in order for it to appear before the corresponding Master Condominium's Meeting;

IX. To request the presence of a representative of the corresponding Municipality or a notary public in the cases provided for in the Applicable Legal Provisions; and

X. The other obligations contained in the Law, the Articles of Incorporation Deed, and these Regulations.

Chapter VIII

Rights And Obligations Of Condominium Owners

Article 34. Master Common Areas and Properties. In accordance with the provisions of Article 29 of the Law, in no event a Condominium Owner, regardless of the location of its Residential Exclusive Unit, will have more rights than the other Condominium Owners.

The Condominium Owners whose Residential Exclusive Units are located on the first floor, may not occupy, for their exclusive or preferential use, the halls, basements, gardens, courtyards, patios, or other spaces in such first floor that are considered for common use, including those for light cubes, and they cannot perform works in such places. Likewise, the Condominium Owners of Residential Exclusive Units located on the top floor may not occupy the rooftop nor erect new constructions.

Condominium Owners may use, enjoy, and dispose of their Residential Exclusive Unit, subject to the limitations set forth in the Applicable Legal Provisions, and these Regulations in particular.

Article 35. Right to use Master Common Areas and Properties. In accordance with Article 20 of the Law, Condominium Owners, Occupants, and Guests may use Master Common Areas and Properties and enjoy the general services and facilities pursuant to their nature and original purpose, without such use restricting or rendering more onerous the rights of the other Condominium Owners, otherwise the penalties provided in the Law and these Regulations shall be applied, regardless of the civil or criminal penalties that may apply.

Also, Condominium Owners may invite Guests or Occupants to use the Master Common Areas and Properties up to twice the maximum accommodation occupancy permitted in the corresponding Residential Exclusive Unit, including, without limitation, the use of swimming pools.

In accordance with the provisions of Article 21 of the Law, each Condominium Owner, Occupant, or Guest shall use a Residential Exclusive Unit in an orderly and peaceful manner. Consequently, a Residential Exclusive Unit may not be used for purposes contrary to its purpose and nature, nor may it be used for purposes other than those expressly set forth in the Articles of Incorporation Deed.

A Condominium Owner shall use and enjoy the common properties, services, and facilities pursuant to their nature, particular regulation, and use, without restricting, limiting, hindering, or impeding their maintenance, use, or access for the other Master Condominium's Condominium Owners.

A Condominium Owner shall have the right to use, enjoy, and dispose of its Residential Exclusive Unit; likewise, it will be a joint owner of the Undivided Ownership corresponding to Master Common Areas and Properties, in accordance with the Undivided Ownership Table set forth in the Articles of Incorporation Deed.

Notwithstanding the foregoing, the owner of the Hotel Exclusive Unit may use the Master Common Areas and Properties for special events, being authorized to restrict the use of such Master Common Areas and Properties by giving a prior written notice to the Condominium Owners of at least 5 (five) calendar days in advance to the special event.

Article 36. Waiver or Abandonment of Master Common Areas and Properties by a Condominium Owner. Notwithstanding any Condominium Owner waiving or not exercising its rights pursuant to the Applicable Legal Provisions, or not using the Master Common Areas and Properties, such Condominium Owner shall continue being subject to such provisions, including without limitation the obligation to pay Master Condominium Dues.

Article 37. Taxes. Each Condominium Owner shall be responsible for the payment of its taxes arising from the sale or lease of its Residential Exclusive Unit and the assignment of its joint ownership rights, considering that Condominium Owners may lease their Residential Exclusive Units in accordance with these Regulations, the Administrator's Guidelines, and the Rental Service Agreements executed for such purposes.

Article 38. Liens. A Condominium Owner has the right to encumber, mortgage, lease, sell, or dispose of its Residential Exclusive Unit without the need of authorization from the other Condominium Owners. However, a Condominium Owner shall notify in writing its intent to the Master Condominium's Administrator.

Notwithstanding the foregoing, a Condominium Owner may not encumber, mortgage, lease, sell, or in any manner dispose of its Residential Exclusive Unit if this violates any provision of these Regulations or if the Condominium Owner is in noncompliance of any of its obligations in the Applicable Legal Provisions.

For purposes of the foregoing, upon notifying in writing its intent to the Master Condominium's Administrator, a Condominium Owner shall include documentation evidencing that it is up to date with all its obligations.

Article 39. Obligation to Register before the Administrator. A Condominium Owner shall provide to the Administrator its Contact Information and the documents set forth in Article 14 of these Regulations, so the same are included in the Condominium Owners' Registry Book. Likewise, the Condominium Owners shall keep their Contact Information up to date so that any change shall be notified in writing to the Administrator.

Article 40. Entry Registration. Condominium Owners, Guests, and Occupants shall use their best efforts to notify the Front Desk in writing of the name, address, approximate time and date of arrival, approximate time and date of departure, and date on which the Condominium Owner or any other Guest or Occupant will occupy the Residential Exclusive Unit (whether or not such Guest or Occupant is paying the Condominium Owner to occupy such Residential Exclusive Unit) with at least 48 (forty-eight) hours in advance of expected arrival time, but in any event such notification shall be delivered to the Front Desk at least 24 (twenty-four) hours before expected time of arrival.

No guarantee will be made that a Residential Exclusive Unit will be ready for occupancy at the scheduled time of arrival unless the Front Desk is notified with respect to such Residential Exclusive Unit on the terms referred to above.

Article 41. Use of Hotel Name. Nothing in these Regulations shall be deemed or construed as an authorization, to a Master Condominium's Condominium Owner or the Administrator, of any right to use the Hotel Name or any other trademark or intellectual property of the owner of the Hotel Exclusive Unit or the Operator of the Hotel, as applicable. During all times of operation of the Hotel, Condominium Owners are expressly prohibited from using the Hotel Name or the Hotel trademarks, except as specifically permitted and subject to the provisions of a separate license agreement entered into between the Hotel owner and the Master Condominium's Administrator or, if approved in writing, by the Hotel owner and/or the Hotel Operator, in favor of a Condominium Owner.

The Condominium Owners that violate the provisions of the above paragraph will be fined and sanctioned by the Administrator in accordance with these Regulations and the Administrator's Guidelines, notwithstanding the legal actions that may arise due to such violations.

Article 42. Prohibitions. In accordance with Article 25 of the Law, Condominium Owners, Occupants, and Guests are prohibited from:

I. Performing any act that affects the tranquility and comfort of the other Condominium Owners, Guests, and Occupants, except for special events performed in the Master Common Areas and Properties; provided that the same are expressly authorized by the Administrator. Likewise, they may not perform acts that compromise the stability, safety, or healthiness of the Master Condominium, nor incur in omissions that produce the same results;

II. Performing any act, even within their Residential Exclusive Unit, that impedes or hider the operation of the general services and installations of Master Common Areas and Properties, that obstruct or impair their common use, or that jeopardizes the security and tranquility of Condominium Owners and individuals passing through corridors, platforms, and staircases, being obliged to maintain their own services and facilities in good state of maintenance and operation;

III. Conducting works, constructions, or modifications inside their Residential Exclusive Unit, such as openings, doors, or windows, among others, which affect the structure, load-bearing walls, or other essential elements of the building or that may impair their stability, safety, healthiness, or comfort;

IV. Performing works and repairs in Residential Exclusive Units during night hours, except for force majeure events. In the event of commercial use or industrial or mixed services, the Master Condominium's Meeting shall set forth the hours most convenient for the Master Condominium, notwithstanding the applicable law;

V. Decorating or painting the facade or exterior walls of the Master Condominium without the prior authorization of the Master Condominium's Administrator;

VI. Cutting down or transplanting trees, changing the use, nature, or purpose of green areas, except with the agreement of the Condominium Owners that represent at least 75% of the Master Condominium's Undivided Ownership, provided that this does not contravene the applicable environmental law and the Master Condominium's Articles of Incorporation Deed;

VII. Performing works, without the authorization of the Master Condominium's Administrator, that could jeopardize the safety, stability, and maintenance of Master Common Areas and Properties; that affect the Master Condominium's comfort; that permanently hinder the use of a part or common service, even if to a single owner; or that depreciate any portion of a Residential Exclusive Unit. In the two last events, the works may be performed only if unanimously authorized by the Condominium Owners in a Master Condominium's Meeting; and, additionally, in the last event, if the affected party is compensated at its full satisfaction;

VIII. Obstructing Exclusive Use Common Areas and Properties intended for parking spots, through the use of any object or material; and

IX. Having animals that due to their number, size, or nature affect the safety, health, or comfort of the Master Condominium or the Condominium Owners.

In accordance with Article 26 of the Law, the Condominium Owner that violates the provisions herein shall pay the penalties determined by the Administrator through the Administrator's Guidelines, and regardless of such penalties such defaulting Condominium Owner shall be liable for the expenses necessary to repair or replace the applicable services and installations, as well as for the resulting damages.

Other prohibitions:

i. Placing plaques or decorative elements on the facade or on the general walls, without the authorization of the Master Condominium's Administrator.

ii. Placing clothes and other objects on facades and terraces.

iii. Installing or using machines or engines in Residential Exclusive Units, other than the usual ones for home service.

iv. Using sound systems in Master Common Areas and Properties.

v. Overloading power lines or connecting appliances that can generate overloading.

vi. Using substances or materials with unpleasant odors that spread outside the Areas and cause nuisance to other Condominium Owners.

vii. Distributing propaganda or advertising material, such as flyers, leaflets, letters, stickers, and any other similar material.

viii. Using fireworks.

ix. Allowing minors to drive motor vehicles, including golf carts, ATVs, motorcycles, boogies, and the like, when they do not have a letter of responsibility from a responsible adult, or if they are not accompanied and supervised by a responsible adult. Likewise, golf carts may not be driven at more than 20 (twenty) km per hour and may not be driven with excess Occupants.

x. Minors may not authorize the entrance of any person to the Master Condominium.

xi. Persons who present misconduct may not enter or remain in the Master Condominium, such as assaulting and/or threatening a Third Party, not respecting speed limits, causing any intentional damage to Master Common Areas and Properties and/or those of a Third Party, or that in general disturb the security of the Master Condominium.

Article 43. Exclusive Commercial Area. The Exclusive Commercial Area is defined within the Articles of Incorporation Deed and is, therefore, subject to these Regulations and its corresponding regulations.

Developer, its successors in interest, and/or assignees may build commercial premises in the Exclusive Commercial Area; provided that such construction does not affect the Residential Exclusive Units and the Master Common Areas and Properties.

Condominium Owners and the Master Condominium's Meeting may not object to users and members of the Exclusive Commercial Area having access to the Exclusive Commercial Area through the Master Condominium.

Condominium Owners shall have access to the Exclusive Commercial Area as long as they respect the corresponding regulations; these Master Regulations; the Articles of Incorporation Deed; the other Condominium Owners located in such area; and the owners of the commercial premises within the Exclusive Commercial Area.

Article 44. Damages caused by Occupants or Guests. Condominium Owners shall prevent Guests, Occupants, or their employees from causing the loss of or damaging the Master Common Areas and Properties, or their installations and furnishings, having to promptly notify security personnel of any situation about it. In the event of monetary damages caused to Master Common Areas and Properties, the Administrator or the Master Condominium's Meeting shall address the issue to the Condominium Owner of the corresponding Residential Exclusive Unit. If the repair works are urgent by virtue of their nature or the affected Master Common Areas and Properties, the Administrator may immediately authorize the repairs promptly notifying the Condominium Owner of the corresponding Residential Exclusive Unit in order for the Condominium Owner to respond for the expenses incurred.

Article 45. Joint Ownership of Residential Exclusive Units. If a Residential Exclusive Unit is jointly owned by two or more persons, either natural persons or entities, or two or more persons have the use or possession under any legal title, the joint Condominium Owners or possessors in common of such Residential Exclusive Unit, as applicable, shall inform such situation in writing to the Administrator and shall appoint a Common Representative, who may be any of them, in order for such Common Representative to exercise all the rights over such Residential Exclusive Unit on their behalf, directly deal with the Administrator, and be in charge of delivering the instructions of the possessors in common or the joint Condominium Owners, as applicable. The foregoing shall also apply to Fractional Condominium Owners of Residential Exclusive Units under Fractional Ownership.

Should the notice or appointment mentioned in the above paragraph are not performed, the joint Condominium Owner or Fractional Condominium Owners of the corresponding Residential Exclusive Unit may not vote in the Master Condominium's Meetings.

Chapter IX

Maintenance, Administration, And Use Of Residential Exclusive Units And Areas

Article 46. Signage. The Administrator shall issue the Administrator's Guidelines to regulate the signage within the Master Condominium. In the event that a Condominium Owner needs to place any kind of signage it shall obtain the Administrator's approval. Likewise, all signage or commercial symbols (i.e., "FOR SALE" or "FOR RENT" signs), nationalist symbols (i.e., flags), political symbols (i.e., political campaign stickers with letters or images), or religious symbols (i.e., images) are prohibited, as well as any signage or symbol that in the judgment of the Administrator should be prohibited.

Article 47. Maintenance of Master Condominium's good name and appearance. Condominium Owners and the persons occupying their Residential Exclusive Units are prohibited from doing anything that may damage the good name and appearance of the Master Condominium, the Sub-Condominiums, or the Hotel Name.

Article 48. Prohibition on Hiring Individual Administrators. No Condominium Owner may hire individual administrators to serve as Master Condominium's Administrator in connection with the Residential Exclusive Units or any Master Condominium's Area.

Likewise, no Condominium Owner may hire individual maintenance services for their Residential Exclusive Units. In any event such maintenance service shall be performed pursuant to the Maintenance Service Agreements executed by the Administrator and/or the Operator.

In any event, the Administrator, its successor in interest, assignee, or a person assigned by the Administrator shall be hired by the Condominium Owners to manage their Residential Exclusive Units and in particular to lease, loan, use, or grant them in usufruct to Third Parties. The foregoing pursuant to a Service Agreement form and in accordance with the Rental Program.

In case of non-compliance with the provisions of this Article, the Administrator will have the right to order the Occupants or Guests of the applicable Residential Exclusive Unit to leave the Master Condominium, and the agreement (oral or written) that granted such use shall be null before the Administrator, the Condominium Owners, or any Third Party.

Article 49. Rental Program. The leasing of a Residential Exclusive Unit of the Master Condominium may be carried out through the Rental Program. In this regard, the Condominium Owners willing to participate in the Rental Program shall adhere to it and to the corresponding Rental Service Agreement upon purchasing a Residential Exclusive Unit.

Article 50. Leases. A Condominium Owner shall be joint and several obligor of its Occupant or Guest as to the fulfillment of the obligations provided by the Applicable Legal Provisions, regardless of the covenants contained in the corresponding Lease Agreement.

The Administrator shall issue the guidelines for the Lease, gratuitous loan, use, and usufruct of the Residential Exclusive Units of the Master Condominium.

Article 51. Parties and Meetings. It is strictly prohibited for Occupants or Guests to organize parties or meetings with a number of invitees above twice the maximum accommodation occupancy permitted in the Residential Exclusive Unit, which amount is defined by the number of sleeping spaces on a bed within the same Residential Exclusive Unit.

Noise hours for parties and meetings with outdoor music, including terraces, will be from 10:00 a.m. to 9:00 p.m. No noise exceeding 48 (forty-eight) decibels will be tolerated at any time.

In the event that any Condominium Owner does not comply with the provisions herein, it shall be subject to the corresponding penalties under the terms of these Regulations.

The provisions of this Article shall not apply to those special events carried out by the owner of the Hotel Exclusive Unit.

Article 52. Use of Residential Exclusive Units in accordance with morals and good customs. Each Condominium Owner shall use its Residential Exclusive Unit in an orderly manner without harming, in any manner, other Condominium Owners. It is strictly prohibited to use a Residential Exclusive Unit against morals and good customs. No act that affects the stability, safety, or health of the Master Condominium may be carried out.

Article 53. Parking Spaces. Parking spaces may only be used for the parking of private motor vehicles. A Condominium Owner will have the right to use only its parking spaces as assigned by the Administrator. Guests and Occupants may only use the parking spaces determined by the Administrator.

In no event shall it be construed that the Condominium Owners are the owners of the parking spaces. Such parking spaces are part of the Exclusive Use Common Areas and Properties of the Master Condominium and the same shall be assigned by the Administrator to the Condominium Owners.

Article 54. Warehouses. Condominium Owners may not store any hazardous, explosive, or highly flammable products in the warehouses. Likewise, they may not store perishable products, nor may they be used as alternate living quarters. The Administrator will keep a key of each warehouse so as to enforce the prohibitions herein.

In no event shall it be construed that the Condominium Owners are the owners of the warehouses. Such warehouses are part of the Exclusive Use Common Areas and Properties of the Master Condominium and the same shall be assigned by the Administrator to the Condominium Owners.

Article 55. Garden Areas within Residential Exclusive Units. Garden areas within Residential Exclusive Units shall be exclusive property of the Condominium Owners. However, the Administrator shall determine the design and be in charge of the maintenance, directly or through Third Parties, of these garden areas. The Administrator shall issue the Guidelines in connection with the species that may be planted in the Master Condominium, whether in pots or planters.

Chapter X

Measures For The Maintenance Of The Condominium

Article 56. Works in Residential Exclusive Units. Condominium Owners may not perform any improvements on the interior or exterior of structures within their Residential Exclusive Unit without the prior written authorization of the Master Condominium's Administrator.

Article 57. Maintenance within Residential Exclusive Units. Condominium Owners shall have the obligation to allow the performance of necessary repairs in party walls, electrical, hydraulic, and sanitary installations, allowing access to their Residential Exclusive Units to the personnel assigned by the Administrator. Each Condominium Owner agrees to allow access to the Administrator to perform the mentioned necessary repairs.

For purposes of the foregoing, the Administrator will keep a key of the Residential Exclusive Unit so as to enforce the provisions of this Article, the Applicable Legal Provisions, and, including, without limitation, these Regulations. Condominium Owners shall maintain in good condition the areas of their Residential Exclusive Units adjacent to Master Common Areas and Properties. If the Condominium Owner does not comply with the foregoing obligation, the Administrator shall have the right to enter its Residential Exclusive Unit and repair such areas at the Condominium Owner's expense, including costs resulting from forced entry.

In accordance with Article 30 de la Law, for works in Master Common Areas and Properties and installations, the following shall be observed: The works necessary to maintain the Master Condominium in a good state of safety, stability, and maintenance, and for the services to operate normally and efficiently, shall be carried out by the Administrator without the need for the resolution of the Master Condominium's Meeting, charged to the maintenance and administration expenses fund, and the Administrator shall report thereon at the next Master Condominium's Meeting. When this fund is not sufficient or when it is necessary to carry out unforeseen works, the Administrator shall call a Master Condominium's Meeting in order that, as provided for in these Regulations, it may decide what is appropriate.

Article 58. Facades and Gardens. Although they are exclusive private property, the facades, planters, terraces, and all visible areas that correspond to each Residential Exclusive Unit must conform to the type established by the concept of the Master Condominium. Under no circumstances may changes be made or constructions be carried out that are different from the structural and visual concept of the Master Condominium, except for those that are strictly necessary to repair the Residential Exclusive Unit under the terms of these Regulations.

Article 59. Works in Residential Exclusive Units and Master Common Areas and Properties. The Administrator shall issue the Administrator's Guidelines to regulate the repair works within the Master Condominium. The working hours for the Administrator, its staff, or any Condominium Owner to carry out any repair work in the Residential Exclusive Units or in the Master Common Areas and Properties, shall be from 9:00 a.m. to 6:00 p.m., unless expressly authorized by the Administrator. Repair work shall be prohibited on Saturdays and Sundays, as well as on holidays in accordance with the Federal Labor Law and in accordance with the list of holidays determined by the Administrator. Exceptions to the foregoing schedule and days are urgent or emergency repair work, in which case the provisions of the Administrator's Guidelines shall apply. The Administrator shall have the right to enter the Residential Exclusive Unit at any time to make any emergency repairs or to clean the same, taking care not to hinder the use of the Condominium Owner, its Occupants, or Guests.

Article 60. Traffic Flow in Master Common Areas and Properties. It is strictly forbidden to hinder or impede the free flow of traffic in Master Common Areas and Properties and Restricted Use Areas of the Master Condominium leaving any object or vehicles that are not allowed or hinder the free flow of traffic. In no event shall trailers, campers, boats, launches, tows, or trucks be allowed temporary access to the Master Common Areas and Properties without the prior express written authorization of the Administrator.

It is strictly forbidden to use the roads for any purpose other than the free traffic of persons and vehicles. Games and the practice of any sport that hinder traffic and may cause an accident are prohibited.

Article 61. Non-compliance of Condominium Owners. A Condominium Owner who causes any disorder or does not comply with the provisions of the Administrator or the Applicable Legal Provisions, shall be reprimanded in the first instance, and shall be granted a term of 48 (forty-eight) hours to comply with the provision. If a Condominium Owner does not comply within the term indicated, it shall be penalized (i) with a financial penalty equivalent to $500.00 USD (five hundred dollars 00/100 legal currency in the United States of America), for a first offense, or (ii) with 6 (six) months of monthly administration and maintenance condominium dues for a second and subsequent offense, which money shall be paid in cash, by cashier's check or, by credit card in the name of said Condominium Owner. If such penalty is not paid in accordance with the foregoing for any reason, the penalized Condominium Owner shall have a term of 15 (fifteen) calendar days from the date on which the Administrator has notified it of the corresponding penalty, to pay the same, otherwise default interest shall be payable at the rate of 1.5% (one point five percent) per month, and the penalized Condominium Owner shall be liable for the debt with its own Residential Exclusive Unit, as well as with all the property it has brought into the same. In this case, a Condominium Owner may not remove any property from its Residential Exclusive Unit from the time it receives the penalty notification and until the penalty, plus the interest generated by the same, has been paid in full.

Independently of any other action that may proceed, if a Condominium Owner remains in default or fails to comply with the resolutions of the Master Condominium's Meeting or the Administrator's Guidelines, a Master Condominium's Extraordinary Meeting will be called to decide whether to sue said Condominium Owner for the purpose of seizing and, in due course, judicially auctioning its Residential Exclusive Unit. In such event, the Administrator shall represent the Condominium Owners in compliance as creditors. In any event the Undivided Ownership percentage of the corresponding Residential Exclusive Unit will not be considered for purposes of attendance and voting quorum.

Chapter XI

Common Expenses

Article 62. Master Condominium Dues. In accordance with these Regulations, Condominium Owners shall contribute to the administration, care, maintenance, repair and acquisition of materials and equipment for the maintenance and improvement of Master Common Areas and Properties and Restricted Use Areas by means of paying the administration and maintenance Master Condominium Dues determined by the Master Condominium's Ordinary Meeting. Likewise, and in return for the right of use, Condominium Owners shall contribute, without exemption, to the administration, care, maintenance, repair and acquisition of materials and equipment for the maintenance, improvement and basic operation of the Exclusive Commercial Area, which contribution will also be contained in the administration and maintenance Master Condominium Dues determined by the Master Condominium's Meeting.

Article 63. Assessment of Master Condominium Dues. Each Residential Exclusive Unit will be entitled to the Undivided Ownership over the Master Common Areas and Properties established in the Undivided Ownership Table attached to the Articles of Incorporation Deed. The Administrator shall submit to the Master Condominium's Ordinary Meeting the proposed Master Condominium Dues for the following year together with all the documents that support the proposal.

Condominium Owners shall pay the Master Condominium Dues yearly assessed by the Master Condominium's Meeting by dividing the result of adding the Annual Budget and the amounts reserved by the Undivided Ownership of each Residential Exclusive Unit.

Likewise, as to the Reserve Fund, its replenishment, and the extraordinary expenses, the dues will be the result of dividing the amount of such expenses by the Undivided Ownership of each Condominium Owner.

The Master Condominium Dues for each year shall be distributed only among the Residential Exclusive Units that have been fully individualized, completed, and delivered. The annual distribution of the Master Condominium Dues to be made among the Residential Exclusive Units will be based on the Undivided Ownership of each Residential Private Unit.

The Administrator will prepare the proration proposal of Master Condominium Dues considering only the Residential Exclusive Units completed, delivered, and conveyed by the Administrator to a Third Party, even with retention of title.

Article 64. Common Expenses. The common expenses that shall be defrayed with Master Condominium Dues are, including but not limited to, as follows:

i. Wages, salaries, fees, benefits, and gratuities of all persons working for the Master Condominium, including the Administrator;
ii. Repair, maintenance, preservation, and regular spare parts expenses of Master Common Areas and Properties and Restricted Use Areas;
iii. Acquisition of equipment, tools, materials, or goods to maintain, preserve, and improve the Master Condominium;
iv. All services of Master Common Areas and Properties, such as electricity, potable water, and telephone;
v. Payment of insurance premiums, permits, and liens; and
vi. Other expenses provided in these Regulations.

Article 65. Payment of Condominium Dues and Delinquency. Condominium Owners shall pay the Master Condominium Dues, approved by the Master Condominium's Ordinary Meeting, within the first 10 (ten) business days of the month or as instructed by the Master Condominium's Meeting.

Notwithstanding any other action taken pursuant to these Regulations, if for any reason the Master Condominium Dues are not paid within said term, the delinquent Condominium Owner shall pay monthly a contractual penalty equivalent to 10% (ten percent) applied to the total amount of the debt during the first 3 (three) months of delinquency, and 25% (twenty-five percent) applied to the total amount of the debt during the fourth, fifth and sixth months of delinquency, until all amounts are covered including default interest. A written ultimatum will be issued within the first 10 (ten) days of the seventh month of delinquency containing the total amount owed including the penalties referred to above, and the delinquent Condominium Owner will have 30 (thirty) days to cover the total balance, otherwise, the provisions specified in these Regulations shall apply.

Master Condominium Dues, as well as any penalties, as applicable, may be paid in cash, by cashier's check or, charged to the Condominium Owner's credit card. If the payment is to be charged to a credit card and the credit card is cancelled, the Condominium Owner must notify the Administrator of such circumstance and must include in such notification the information of another credit card to which such amounts may be charged.

Article 66. Reserve Fund. In addition to the Master Condominium Dues, a Reserve Fund shall be established for the Master Condominium. The Reserve Fund will be for an amount of 20% (twenty percent) of the projected income. The Master Condominium's Ordinary Meeting or the Administrator will assess, if applicable, the use and purpose of this fund. As long as the Reserve Fund is not used, it should be invested in fixed-income securities, redeemable in the short term.

For purposes of the foregoing, Condominium Owners shall pay the Reserve Fund in 2 (two) installments, the first one on the delivery date of their Residential Exclusive Unit, and the second 6 (six) months later. Each installment shall be equivalent to 6 (six) months of Master Condominium Dues. Upon this initial contribution, for subsequent years a Condominium Owner shall only contribute to the Reserve Fund those amounts necessary for the fund to be equivalent to 12 (twelve) months of Master Condominium Dues.

Article 67. Master Emergency Dues. In the event of an emergency the Administrator may request to the Condominium Owners the contribution of Master Emergency Dues in order to avoid imminent damages to the Master Condominium and/or its Master Common Areas and Properties. The Condominium Owners shall pay such Master Emergency Dues within 15 (fifteen) calendar days after receiving such written request by the Administrator.

Article 68. Waiver of Rights. Even if a Condominium Owner waives its rights or does not use the Master Common Areas and Properties or the Exclusive Commercial Area, it will be bound to pay Master Condominium Dues, the Reserve Fund, any Master Extraordinary Dues assessed by the Master Condominium's Meeting, and the Master Emergency Dues assessed by the Administrator.

Article 69. Consequences of non-compliance. Independently of the actions provided in these Regulations, the Condominium Owners that fail to pay their Master Condominium Dues, their contributions to the Reserve Fund, and any other Master Extraordinary Dues will be bound to pay a delinquent interest approved by the Master Condominium's Meeting.

The Administrator will suspend all services rendered by the own Master Condominium to the Condominium Owner and the Condominium Owner will be liable for the damages caused to the Master Condominium and Third Parties. The Condominium Owner may be sued for the purpose of judicially auctioning its Residential Exclusive Unit. The exercise of this latter action shall proceed provided it is authorized by the Master Condominium's Meeting, in which event the Undivided Ownership percentage of the Residential Exclusive Unit of the delinquent Condominium Owner will not be considered for purposes of the attendance and voting quorum.

Likewise, in accordance with the Law, an account balance statement signed by the Administrator and the Chairman of the Master Condominium's Surveillance Committee reflecting the existing debt, default interest, and/or contractual penalties contained in these Regulations, entails an expedited civil enforcement action when there are 3 (three) unpaid Master Ordinary Dues, or 1 (one) Master Extraordinary Dues.

Article 70. Damages. A Condominium Owner or Occupant who fails to comply with its obligations under these Regulations shall be liable for the damages caused to others. In the event of a hurricane or any other similar natural event, a Condominium Owner or Occupant shall be jointly and severally liable for the damages caused to the Master Condominium or Third Parties due to its lack of care, precaution, or negligence in connection with the lack of appropriate insurance of its Residential Exclusive Unit, vehicle, and personal property that may cause damage, whether they are their own, their relatives', their employees' or friends'.

Article 71. Insurance. Each year, the Administrator shall quote an insurance and include it in the maintenance dues, such insurance shall include minimum coverage for:

(a) Liability insurance with liability coverage for Third Parties for bodily injury and property damage arising out of the ownership, use, operation, maintenance, repair, and replacement of the Master Common Areas and Properties. The liability insurance shall designate as named insured: (i) the Master Condominium's Administrator, its agents and employees and, if applicable, the Sub-Condominium's Administrator; (ii) the Developer or any successor of Developer; and (iii) each of the Condominium Owners or Occupants of the Master Condominium, but solely with respect to liability arising out of the ownership, use, operation, maintenance, repair, and replacement of the Master Common Areas and Properties, including, to the extent available and in accordance with reasonable commercial terms, coverage for the liability of a particular insured to any other insured. The coverages, limits, and deductibles for the liability insurance policy shall be in such amounts as the Master Condominium's Meeting determines to be reasonable and commercially adequate; and

(b) The Master Condominium's Administrator shall obtain, acquire, and maintain at any time an insurance against the loss or damage resulting from fires, floodings, and hurricanes or other insurable risks pursuant to a Mexican policy concerning "all risk or its equivalent," covering the insurable components of the Master Common Areas and Properties, including its improvements, furniture, accessories, and equipment located within or comprising the Master Common Areas and Properties. The insurance coverage amount will be determined from time to time by the Master Condominium's Administrator or the Master Condominium's Meeting as they determine it reasonable and commercially appropriate.

The purchase of the insurance will be put to a vote during a Master Condominium's Ordinary Meeting. If approved, the insurance premiums shall be paid with the Master Condominium Dues to be paid by the Condominium Owners in accordance with their Undivided Ownership.

Chapter XII

Special Rights Of Developer

Article 72. Reserves of Developer. In addition to the special rights of Developer mentioned in these Regulations, as long as Developer, any affiliate, assignee, or successor of Developer, continue being owners of at least one Residential Exclusive Unit within the Master Condominium, Developer reserves the following rights:

I. To have the right to access and use the Master Common Areas and Properties described in these Regulations or the Articles of Incorporation Deed with the purpose of performing improvements in the Master Condominium;

II. To expand the Master Condominium in order to create Residential Exclusive Units, Common Areas and Properties, or Exclusive Use Common Areas and Properties, without affecting the rights of Third Parties that acquired a Residential Exclusive Unit;

III. To modify the use, change the shape and size and/or subdivide and merge the Residential Exclusive Units that have not been conveyed to Third Parties;

IV. To amend the Undivided Ownership Table and Descriptive Specifications contained in the Articles of Incorporation Deed, as long as the Residential Exclusive Units sold to a Third Party are not affected by the increase of their Undivided Ownership percentage;

Notwithstanding the provisions of these Regulations, so long as the Developer or any successor of Developer owns any Residential Exclusive Unit subject to these Regulations: (i) the Articles of Incorporation Deed and these Regulations may not be modified, amended, or revoked (in whole or in part) without the prior written consent of the Developer, whose consent may be granted or not at the sole discretion of the Developer; (ii) no Master Condominium's Meeting or Sub-Condominiums' meeting will have the authority or power to approve or adopt any resolution that: (a) modifies, alters, changes, rescinds, annuls, limits, or restricts any rights of the Developer and/or any successor of Developer or otherwise existing under the Articles of Incorporation Deed or these Regulations; or (b) creates any additional or new obligation or increases any existing obligation of the Developer or any successor of Developer under the Articles of Incorporation Deed and/or these Regulations, in each case without the prior written consent of the Developer or any successor of Developer, as applicable, whose consent may be granted or not at the sole discretion of the Developer or any successor of Developer.

Chapter XIII

Additional Provisions.

Article 73. Arbitration, Jurisdiction and Venue. Disputes between Condominium Owners shall be submitted to the Administrator's Guidelines, and, if applicable, to the jurisdiction and venue of the courts of the city of San José del Cabo, Baja California Sur, waiving to any other forum that may correspond to them by virtue of their current or future domiciles.

For the interpretation of the provisions of these Regulations and the disputes arising from these Regulations, the Condominium Owners expressly submit to the jurisdiction and venue of the courts of the city of San José del Cabo, Baja California Sur, waiving to any other forum that may correspond to them by virtue of their current or future domiciles.

Article 74. Amendments. In compliance with Article 13 of the Law, any amendment to these Regulations or the Articles of Incorporation Deed requires of the approval of the Master Condominium's Extraordinary Meeting. Notwithstanding the foregoing, the Administrator may amend the Administrator's Guidelines issued in accordance with the provision herein, without the need of any resolution by the Master Condominium's Meeting.

Article 75. Notifications. Any notification pursuant to the Applicable Legal Provisions shall be performed personally or by certified mail, return receipt requested, to the domiciles contained in the Condominium Owners' Registry Book. A notification will be considered as effectively made when it has the acknowledgment of receipt. Likewise, all notifications shall be sent to the e-mail address contained in the Condominium Owners' Registry Book, and such notification will be considered as effectively made when it has the written acknowledgment of receipt by the same means.

Article 76. Titles. The titles of this document are only to facilitate the location of the different topics contained in each of the Articles of these Internal Regulations. Therefore, the content of each Article shall not be construed considering its heading.

Article 77. Invalidity. If any Article is judicially determined as null, the remaining provisions shall be in full force and effect. Therefore, only the provision determined as null shall not be considered for purposes of validity and enforceability of these Regulations.

Article 78. Language. These Internal Regulations have been prepared in Spanish and English, however, in case of doubt, contradiction, or controversy, the Spanish version shall prevail.

Article 79. Sub-Condominiums. Pursuant to the Articles of Incorporation Deed, Sub-Condominiums may be established in the Master Condominium, in the Areas strictly authorized for such purpose, which shall be governed as to their operation by the provisions contained in the Articles of incorporation deed in which the sub-condominium ownership regime is established and by their own regulations. However, under no circumstance, the incorporation deeds and regulations of the Sub-Condominiums may contradict or prevail over any provision in these Regulations or the Articles of Incorporation Deed; otherwise, the provision contained in the incorporation deed or regulations of the Sub-Condominiums shall be considered as not provided and the provisions of these Regulations and the Master Condominium's Articles of Incorporation Deed shall prevail.