REGULATION OF CONDOMINIUM AND ADMINISTRATION OR INTERNAL REGULATIONS OF THE "VERTICAL CONDOMINIUM, COMMERCIAL, RESIDENTIAL LATITUD DENT"

In compliance with the provisions of the law governing the Condominium property, hereinafter the law, by this Act and by this instrument is It constitutes the regulation of Condominium and Administration or internal regulations of the "Vertical condominium, commercial, residential latitude Dent", located in the district Dent, First District, San Pedro of the canton Fifteen, Montes de Oca of San José and whose literal tenor is the Next:

**Chapter One:**

**Enunciation, scope and validity**.

**Article one**.-The provisions of this Regulation of condominium and administration of the Vertical condominium, commercial, residential latitude Dent, is formulated in compliance with the provisions in the law and will regulate the following matters: A.-The private areas and Common of the condominium, its use and conservation; B.-The rights and obligations of the owners, contribution to common and administrative expenses; C.-The Assembly of owners D.-the Board of Directors; E.-The administration of the condominium; F.-The rules that allow the gathering or dividing of the subsidiary farms; G.-The sanctions procedure; H.-Safety standards; I.-General and transitory provisions.

**Article two**.-This regulation is obligatory for each and every one of the owners of the condominium and for their successors or right holders to any title. It is also obligatory for anyone who by contract or by judicial decision, acquire the use and enjoyment of one or more of their apartments, offices or commercial premises or any right over them, and in general for anyone who by any concept occupies one or more farms Subsidiaries destined for residence, office or commercial premises. Any proprietor who rents, lends or yields the use of any subsidiary property, shall be obliged to record in each contract of rental, usage or enjoyment, the obligation of the tenant or usufructuante, to respect and abide by all the provisions of the Rules of procedure and of the Assembly of owners, including the distribution of administrative, maintenance, surveillance and other expenses set forth in the Assembly and the internal rules of the condominium

**Article three**.-Any reservation pact concluded between The persons mentioned in the preceding article, which in some way alter or modify the established legal system, are null and void, and therefore have no effect whatsoever on third parties.

**Article four**.-This regulation will enter into force by being registered in the respective section of the public registry. The reform of this Regulation or the issuance of a new one shall be the sole proprietorship, which can only be done by unanimous agreement of all the owners assembled in assembly, in accordance with article 27 subsection of the law. The reforms or the new regulation will be settled in public deed.

**Article Five**.-for the legal purposes of this Regulation, the following nomenclature is established: Apartment, warehouse, commercial premises or office, are the whole of the estates subsidiaries with closed or open areas, and cover of a building separate from other areas By walls, walls or hallways and which have access to the public thoroughfare in a mediate or immediate way and which is destined to family room, warehouse, commerce or offices; Parking lots are all of the subsidiaries with closed or open areas, and may be separated from other areas by the structural or common columns and walls or a line painted on the floor and that have access to the public thoroughfare in a mediate or immediate form and that It is destined to the parking of vehicles; Law shall be construed as regulating the property in condominium. It is understood that the subsidiaries destined to parkings and/or wineries, are subsidiary farms of the main subsidiaries destined for residential use, offices and/or commercial premises. Only for the legal effects of this regulation and the location of the subsidiaries, the following nomenclature is established: building: It is the building built in the property with its common and private areas and with the following plants: I-basement level: the Common areas and the subsidiary estates of wineries numbered from the one to the forty six and fifty nine and the subsidiary farms of numbered parking lots from the Forty-seven to the seventy three. **II-Level One** set: the common areas and the subsidiaries of commercial premises numbered from the seventy four to the seventy eight and the subsidiary farms of numbered parking lots of the seventy and nine to the one hundred five. **III-Level Two:** the common areas and the subsidiary estates of offices numbered from one hundred six to one hundred and eleven and the subsidiaries of parking lots numbered from the one hundred twelve to the one hundred Thirty-four, one hundred and thirty eight and one hundred thirty-nine. **IV-Level Three**: the common areas and the subsidiary estates of offices numbered from one hundred and forty to one hundred and fifty-five. **V-level four:** common areas and residential-use subsidiaries numbered from one hundred and fifty six to one hundred and sixty three. **VI-level Five:** common areas and residential-use subsidiaries numbered from one hundred and sixty four to one hundred and seventy. **VI. Level SIX:** Common areas and residential-use subsidiary farms numbered from one hundred seventy two to one hundred seventy nine. **VII. Level seven:** Common areas and residential-use subsidiaries numbered from one hundred eighty to one hundred and eighty Four, one hundred thirty-five, one hundred and thirty-six and one hundred Thirty-seven. General common areas: these are the things that article six of this Regulation indicates. Common areas of restricted use: The two free common areas designated for vehicle parking spaces for visitors who are located at level one of the set and the three free common areas destined to Parking lots for visitors that are located at level two and that in accordance with the construction plans of the condominium are identified as free common areas.

**Chapter TWO:**

**Common things**.

**Article six.-**Each Condómino, in addition to owning its subsidiary property destined for residence, office or commercial premises and their corresponding parking and/or wineries, has the right on the ground in which the condominium sits and above all that is used Common of the condominium or necessary for its existence, security and conservation. Common things are considered: a.-for being the present condominium of a vertical character, the ground where it sits, B.-The foundations, the master walls, the facades, the columns, the beams and structural walls, the mezzanine plates, the roofs of the building, The galleries, the lobbies and the access roads, exit and internal displacement, c.-The spaces destined to the use of the personnel in charge of the administration and security of the condominium, D.-the premises and the facilities of central services like electricity, Lighting, telephony, gas, water, refrigeration, tanks, water pumps, and others, E.-Visitor parking, gardens, toilets and garbage storage rooms, social and sporting areas of levels eight and nine, such as the Athletic track, playground areas, swimming pools, Jacuzzi and BBQ area, F.-Elevators, water pumps, fire cabinets, water reserve tank, vertical ducts for garbage disposal, equipment and network Against fire and, in general, all the appliances and installations destined for the common good, G.-The lines and ducts of electric conduction, telephone and cable television and internet; H.-The spaces between the roof and the ceiling or slab and ceiling, I.-The main and emergency stairs, J.-All the things that are destined to the use of services of all the owners or tenants, occupants of the building and other indicated in the Article Nineteen of the law, are also common things among the respective owners: a) the dividing or dividing walls of the adjoining apartments, offices and/or commercial premises; (b) The coarse work of the floors and skies of overlapping apartments, offices and/or commercial premises; C. The walls, walls and aluminium of facade. Every proprietor is obliged to give right of way to the representatives of the companies or institutions that provide public or private services of telephony, electricity, water, cable television, internet and any other that is installed or installs in the future In the building.

**Article Seven**.-Common things of use and enjoyment may be leased, provided that the product of such lease is incorporated into the common income and has been duly authorized by the Assembly of owners. By virtue of the foregoing, it is permissible to lease the roof areas for the placement of telecommunication antennas, prior to assembly agreement.

**Article eight.-**It is also common the things or parts of the condominium that the assembly of proprietors, by unanimous agreement of all the owners, decide that it has that character, although it is not by its nature and is indispensable for the existence, security and Conservation of the condominium.

**Article nine**.-Each owner has the right to common things in proportion to the coefficient or percentage of co-ownership granted by this same deed of each subsidiary property, with respect to the value of the condominium. This right is inseparable from the domain and cannot be the subject of alienation or encumbrance separately from the subsidiary property to which it accedes. The responsibility of each owner, in relation to the common things, is also determined in the same proportion.

**Article ten**.-All the owners are obliged to ensure the use of the common things, and to give account to the administrator of any fact or act that could jeopardize the conservation and security of the same.

**Article eleven**.-The administration and conservation of common things corresponds to the assembly of owners, which will give the guidelines to the Board and the administrator.

**Article twelve.-**in the use and enjoyment of common things, should always prevail a decent behavior that does not violate morality and good manners. The administration will regulate the use of recreational, sports and social areas, guaranteeing access to the owners and their guests. They will have access to the recreational and sporting areas the occupants, be they owners or tenants of subsidiaries destined to residence and their direct dependents that reside in the condominium. Equal right will have the owners of estates subsidiaries destined to offices or commercial premises, limited the access to two people by office or commercial premises, except special cases that prior authorizes the Board of Directors. The decision of the Board of Directors regarding the qualification of a special case shall be appealed to the assembly of owners. In the event that the owner of an office or commercial premises is a legal person, access to recreational and sporting areas shall be limited to two persons per office or commercial premises, unless the board authorizes a larger number in cases previously Qualified to submit to their consideration. The schedule for the celebration of Parties or meetings in the common areas of the condominium, obligatory for all the owners or residents during all the days of the year, will be from seven hours and until twenty-two hours. Every Friday and Saturday will be allowed until midnight and twenty-four and thirty-one December until one o'clock in the morning.

**Chapter Three.**

**Rights and obligations of the owners. Contribution to the common administration costs.**

**Article thirteen.-**Each owner has the exclusive domain of everything that constitutes and forms an integral part of his apartment, office or commercial premises and in his case the parking lots and warehouses and that has no common character, such as: a) the divisions Interiors, the interior of the windows, the ceiling, the finishes and the interior surface of the outer walls or medians, B) The inside of the access doors and the interior parts of the apartments, c) The plumbing fixtures, the lamps, Electrical, ventilation, telephone and sanitary facilities.

**Article fourteen**.-Every owner may transfer to any title the apartment, office or commercial premises, and in doing so, must include its accessory subsidiaries of parking and wineries that belong to it. It may constitute on the subsidiaries of its property real or personal rights, without the need of the consent of the other owners. Prior to the transfer of the domain, the person concerned shall communicate it in writing to the administrator, who within five calendar days shall certify whether or not he is up to date in the payment of maintenance fees and fines.

**Article fifteen.-**Every owner has the right to modify, on his own account, the interior of his apartment, office or commercial premises, provided that he does not alter in any way the walls and structural plates. If the modifications projected, in the opinion of the Administrator, affect the external appearance or security of the condominium, or may impair the common things or the private property of other owners, the interested owner must present the drawing elaborated By an engineer or architect and obtain the authorization of the Assembly of owners, in order to carry out the corresponding work. These works shall be carried out under the responsibility of the respective owner. The owner interested in addition, will answer for the damages that cause for the work of modification and to assure his responsibility, must contract a insurance against damages to third, before starting these works, for the amount that Determine the administrator.

**Article sixteen**.-Each owner is responsible for the expenses of conservation, maintenance, repair and modification of his property and the expenses of conservation of floors, doors, windows, ceilings, painting of doors and walls and other accessories that are of their exclusive use. Likewise, it will also pay on its own account taxes, tax rates or contributions, municipal or of any other nature that affect your apartment, office or commercial premises and its subsidiary estates in particular.

**Article seventeen.-**Every owner is obliged to carry out the repair of the damage or damages of his apartment, office or commercial premises and his subsidiaries of parking and/or warehouse in his case, that may affect other owners or the things and Common areas, and to do so, may be required by the administrator. If this is not the case, the Administrator shall arrange for the repair to take place at the expense of the owner, with the right to repeat against the latter the value of the repair made. If the owner reluctantly refuses to satisfy the value of the repair made, the amount will be included in the invoice for the following maintenance fee, forming a single and indivisible amount, so that if the landlord refuses to pay in full or in part Such sum, the administrator may compel him to pay in accordance with the same procedure established in the law.

**Article eighteen.-**Every owner shall be liable for damages caused in the common things of the condominium for his guilt or negligence and shall bear the cost of his repair. In the event of refusal, the provisions of the preceding article shall apply.

**Article nineteen**.-Maintenance fee. The owners of the different units of the condominium are obliged to contribute, according to the coefficient of co-ownership agreed on the percentages corresponding to each subsidiary farm, to the costs of innovation, maintenance, modification and Repair of the common parts and things of the condominium; The payment of the insurance premiums referred to in this Regulation; To the payment of taxes, tax or municipal tax or contributions that are serious or will be taxed in the future all the condominium, the areas and common things thereof. They are also obliged to contribute to the costs of administration and vigilance in the same proportion, as well as to the creation of the reserve Fund. All of the above will be called maintenance fee, as well as any other condominium designated as such.

**Article twenty.-**Interest of Mora: The delay in the payment of the maintenance fees enacted by the Assembly of owners, will cause arrears interests in charge of the delinquent condominium and in favor of the condominium. The rate of settlement of these interests will be fixed by the assembly and its collection will be regulated by the Board of Directors.

**Article twenty-one.-**Of the Reserve Fund: creation and Purpose: In order to maintain at all times pecuniary availability for urgent or convenient improvements and repairs or for incidental expenses or to supplement the regular annual budget deficit, It will create a reserve fund which will belong to the condominium.

**Article twenty-two**.-Training and increment: The reserve fund will be formed with an extraordinary fee equivalent to a monthly condominium fee. It shall be increased by the following income: a) arising from the interest of arrears, fines, etc., as sanctions in this regulation or by the owners ' Assembly, B) the results of the performance surplus of the annual expenditure budget, as The Assembly of proprietors does not provision to absorb them in the subsequent budget, C) those produced by the values in which the same reserve fund is invested, and D) those acquired lawfully by the condominium by any other concept.

**Article twenty-three.-**Management and investment: While the owners ' assembly or the Board of Directors do not have anything else, the reserve fund shall be managed by the Administrator separated from the ordinary revenues of the condominium, and must be kept invested in the National banking system in values of easy and prompt liquidity in an entity previously authorized by the Board of Directors. When the Assembly approves it prior to and expressly, the reserve fund may invest in improvements to the common property.

**Article twenty-four.-**Nature of the shareholdings in the Reserve fund: the shares that the condominium correspond to in the reserve fund, have the character of common goods, therefore outside the private domain are not susceptible to Separate negotiation. However, the homeowners ' assembly may provide for the partial, and still total, distribution of the assets forming the reserve Fund, among the co-owners in accordance with their property coefficients and by unanimous decision of the totality of the attendees.

**Article twenty-five.-**Cost of maintenance and repair: The owners of the apartments, offices or commercial premises, pay in their proportion, the expenses of maintenance and repair of the common things, as well as those of structure in the Superpositions and dividing walls in the adjoining ones, respectively. However, if such structural elements were damaged by fault or negligence of one of the owners concerned, only the latter shall cover the repair costs

**Article twenty-six.-**access allowed for maintenance and repairs: The owners are obliged to allow in their respective properties, the execution of the maintenance work, conservation and repair that are necessary in the parts or things Common and private condominiums. Consequently, the access and passage of the persons responsible for monitoring, directing and executing such works will be permitted. The administrator, for his part, will take all the measures leading to the effect that the execution of the works causes the least annoyance or possible damage. It is authorized in unrestricted form and without any conditioning, the passage and access to officials of the National Company of force and light to the common areas and corridor of the condominium, so that they carry out all work of maintenance and repair of the lines of high Voltage and the transformer, in the understanding that all work should be done with the coordination of the administration of the condominium to avoid any inconvenience to the owners.

**Article twenty-seven**.-Responsibility of the owner: Every owner shall be liable for the damages caused by his employees or dependents and for the persons to whom he has permitted or transferred, to any title, the Use and enjoyment of your unit.

**Article twenty-eight.-**owners or tenants are prohibited and any other person who occupies or owns properties in the condominium to any title: I-to allocate the subsidiaries of the condominium to uses contrary to morality or good manners, or to use Different from that which is destined, neither practising or carrying out acts contrary to morals or good manners or which generates scandal in the areas of common use of the condominium, II-grant the use of its private unit for uses or purposes other than those authorized by this Regulation, when holding the same contracts with persons of misconduct or dissolute or untidy life, III-disturb with noises or scandals or in any other way, the tranquility of the community. To connect to high volume sound, radio or television apparatus, being stricter the prohibition in the hours of the night or in the first of the day. Music, dance or gymnastics classes in the apartments, commercial premises or offices are especially forbidden. The units that install alarms, must coordinate with the administration a mechanism of rapid deactivation of the same that avoid disturbing for prolonged periods the tranquility of the inhabitants. IV-The following activities are prohibited in any of the subsidiaries of the condominium: discotheques, bars, video game halls and slot machines, nightclubs, massage rooms, gymnasiums or any other business or activity that Disturb the tranquility or the daily living of the condominium at the discretion of the Assembly of Condominium that qualifies it in vote representing at least fifty percent of the coefficient of co-ownership of the condominium, V-have in the properties objects Dangerous or harmful to the condominium, or to the health of the community. In such a way that it is prohibited to introduce or maintain, even if it is under the pretext of being part of the personal activities of the owner or occupant, damp, corrosive, flammable, explosive, fragrant or unhygienic substances and others that represent danger For the integrity of the building or for the health or safety of its inhabitants. In the case of the use of gas-consuming appliances, it must comply with the technical, sanitary and safety regulations in force in the country, vi-develop activities that compromise the security of the condominium. Notwithstanding the foregoing, an owner or possessor in any of the subsidiaries destined for trade, may maintain a reasonable amount of chemicals in those cases where it is strictly necessary for the rotation of your company or business. The foregoing, provided that they do not produce smoke or bad smells and there is a certification emanating from a qualified company that they are handled and maintained under the highest standards of safety and efficiency. Likewise, such owner or occupant must subscribe an insurance policy with sufficient coverage to protect all possible damages that could be caused in the event of a fire, explosion or mass exposure, all of which must notified Before the condominium administrator, VII-raise new constructions or install antennas on the top floor, or roof, or recharge the structure of the building with new constructions, except those that are approved by the Assembly of owners. VIII-to make works that may impair or compromise the solidity or security of the condominium, such as excavations, basements, etc., ix-hold in the structural walls, dividing and ceilings, excessive loads or weights, introduce wood or make cavities in the themselves, and in general, to carry out any work that will violate the solidity of the building or against the right of others, X-introduce modifications or reforms that affect the general conformation of the condominium or its facades. This provision includes not placing notices or signs of any kind in the building windows, unless they are authorized by the administration; As well as not painting or decorating the commons or the outside of the walls, windows and entrance doors of the apartments without prior authorization from the administrator. The placement of the commercial signs of the premises and offices must be approved and coordinated by the administration. Owners may not change the external shape of the facades, or decorate the exterior walls, doors or windows in any way, or with colors, or styles other than those of the whole building; Xi-Introduce in the condominium any kind of animals that are not domestic pets, in the understanding that they are not bred or cared for commercial purposes and that do not cause inconvenience to the neighbors. It shall not be permitted under any circumstances and in any part of the condominium or subsidiary estates, any kind of reptile or other animal which by its behaviour is regarded as savage, or may endanger the physical or emotional integrity of any person who Inhabit, Labore or visit the condominium. It is expressly forbidden to have and/or introduce the dogs of the breeds known as Pitt-Bull terrier, Bull terrier, Doberman, Staffordshire or Rottweiler. Each authorized owner or resident shall be responsible and shall clean or collect the fecal waste from their pets. When pets are outside the units, they must be at all times in the care of an adult, having at all times a chain that allows to keep it under control, in addition to a muzzle that avoids any accident. Any violation of the aforementioned provisions authorizes the Administrator to require the owner of the pet to remove the animal from the condominium, without prejudice to any other sanctions to which he may become a creditor. These limitations do not include fish in the aquarium or caged birds, as long as the birds are not in the common areas and are a nuisance to the neighbors. The simple complaint of a Condómino obliges the owner to remove any mascot from the condominium. These prohibitions are extended to the persons referred to in article 26 of this Regulation. This provision does not apply to the case of the operation of a pet business which may be installed in any of the condominium's commercial premises, in so far as it complies with all the safety and sanitary regulations required by the legislation National for this type of business, XII-undertake works that imply internal modifications, without fulfilling the requirements established in this regulation, or that compromise the safety, solidity or health of the building or decrease the air or the light of others Private goods, XIII-Use the windows to hang clothes, rugs, etc., throw fabrics, hard or insoluble materials, sand, soil and in general any element that may clog garbage chutes, sink pipes, dishwashers, toilets and Drains. In the event that any damage is caused by infringement of this rule, the offender will answer for any injury and shall run on his own account the costs demanded by the repair, XIV-install machinery or equipment liable to cause damage to the general installations Or to disturb the neighbours or to impair the functioning of electronic equipment, XV-to allocate the private units to uses that cause damages or inconvenience to the other occupants, XVI-every owner must consent in his apartment, commercial premises or office, Repairs requiring the service of the property and allowing in it the necessary servitudes required by the creation of common services of general interest, having the right to the community to Resarza the damages. No owner can require new facilities, services or improvements that are not aimed at a more adequate habitability, more comfortable use or better performance of common things, xvii-hinder or hinder access to the entrances of the building, Staircases, elevators, ramps, vestibules and other areas of circulation, so that the comfortable access difficult of others. This provision implies that furniture, packages, parcels or any other object may not be placed in the areas of circulation, except in special activities organized by the administration or during the moving processes of an occupant. Nor can they use these areas for any object other than to pass by them, XVIII-place notices or signs on the facades of the building, except in the commercial premises in which they have the authorization of the administration, which must ensure Because they do not hinder free movement in the common areas and maintain and retain the aesthetics of the building, XIX-prevent or impede the conservation and repair of common goods, XX-use the pedestrian circulation of the building to Parking lots of cars, motorcycles, bicycles, tricycles or any other, since these sites are exclusively conditioned to serve as access areas, XXI-throw garbage or other elements in the property in the areas or common goods, to other Privately owned property or public thoroughfares. The commercial unit which by its nature will produce unconventional rubbish, is obliged to install solid traps and must handle the waste with biodegradable products. It is strictly forbidden any activity that emits unpleasant smells, excessive smoke and noises that disturb or imply some danger or that affect the tranquility of the rest of the condominium. The waste may not be deposited anywhere other than in the areas specifically intended and designed for such purposes. For this purpose, the administration will encourage and endeavour to implement waste management and recycling programs for the condominium. Non-conventional waste, understood as residues of activities such as orthodontics and other medical activities and requiring a particular disposition method, will not be the responsibility of the condominium and it will be up to the landlord or tenant to make Responsible for the disposition and treatment according to the legislation in force. XXII-Use the parking areas as children's play places, to wash cars or for activities that endanger the life of the people, XXIII-vary in some way the facades of the building, being banned among other works, change The type or color of windows or glass or increase or decrease the number or size of those. Except for the previous prohibition the case of windows or doors that give to internal common areas of the building, provided that they have the approval of the administration, XXIV-install any type of radio antenna, radioamateur or radar, television or other use, Except those authorized by the Assembly of owners, XXV-install security bars on windows and doors, different from the uniform design that will approve the board, XXVI-shake rugs, clothes or others on windows, balconies or stairs, xxvii- Install any type of air conditioning or artifact on the facades.

**Article twenty-nine.-**The transport of cargo, entry and exit of furniture, goods and merchandise or packages must be made without obstructing the passage, damaging or staining the walls, corridors, elevators, stairs or access doors. The administration will regulate the transport of cargo, entry and exit of furniture, goods and merchandise or packages for the best use of the spaces and elevators of the building. The owner responsible for any damage shall bear the cost of repairs under articles Sixteen and seventeen of this regulation.

**Article Thirty.-**Wires may not be placed for the installation of telephones, televisions, satellite dishes or any other apparatus on the outside of the condominium or by common or limited-use elements, which may represent discomfort or danger For the other community members or that it harms the architecture or aesthetics of the condominium.

**Article thirty-one.-**The use of parking lots will be subject to the following rules, which consecrate obligations to make and do not make for users of such parking lots: a) No owner or user will be able to wash their vehicles in the Parking area or park your vehicle outside the lines that demarcate the space or area of particular property, B) Even if users in this sector are entitled to transit in their vehicles through the areas reserved for circulation, this does not empowers them to hinder the free movement of other vehicles, C) every user must park his vehicle personally or through a recommended, who must have a driver's license in force, D) will not be able to make repairs to the vehicles inside Of the garages, out of the absolutely necessary to remove the vehicle and take it to definitive repair to another site. It exempts from this prohibition all work of preventive maintenance to the vehicles including the services offered by mobile workshops at home, E) It is expressly prohibited to park in the parking lots buses or vans, and in general, vehicles with Load capacity greater than one tonne. Visitor parking spaces may not be used by the staff of the commercial premises or the offices or by the suppliers of their business. The administration shall ensure compliance with this provision and may apply to the owner of the commercial premises or office that violates this provision, the penalties set forth in this Regulation. In addition, the administration will regulate the schedule for loading and unloading merchandise from commercial premises. f) The storage of fuels is absolutely and expressly prohibited; In the event of an accident caused by infringement of this rule, the offender shall be liable for damages caused, g) Every vehicle user, when advised that your vehicle is spilling gasoline, you must remove it from the parking lot immediately. The offender will be responsible for the damages that cause, h) the circulation in the parking area will always keep the right and at speed that does not exceed ten kilometers per hour. Always have priority to park the vehicle that has entered first, I) any damage caused by one of the users to any of the vehicles must be reported immediately to the administration, which under the circumstances should notify the Transit authorities, who will be the competent ones to settle the conflicts that for that reason are presented. In those areas of the condominium for which motor vehicles of any type travel, the maximum authorized speed shall be ten kilometres per hour. In all matters relating to road traffic within the condominium shall be governed by the provisions of the legislation in force in the Republic governing this matter. Likewise, within the condominium area, the owners, users, authorized occupants and visitors must voluntarily submit to the jurisdiction of the laws, tribunals and authorities that govern the matter (transit). In the case of accidents and any circumstance that warrants the intervention of officers or traffic legislation, the roads of vehicular circulation of the condominium will be considered public street, with the purpose of that they can enter to the property of the condominium to Fulfill their duties.

**Fourth chapter.**

**Of the homeowners ' assembly.**

**Article Thirty-two.-**The Assembly of owners is the supreme authority of the Condominium and constitute all the owners of the different estates subsidiaries. The homeowners ' assembly must be held at least once a year in October. Where it is not convened the Assembly of owners shall meet in its own right and shall therefore be duly convened on the first business day of November, at seventeen hours at the place used or assigned by the Administration for These effects, without prejudice that they unanimously agree to be in another place. The owners ' assembly shall also meet when it is convened by a number of owners representing at least one third of the total value of the condominium or when the administrator so provides for urgent or special cases. The Assembly may delegate its powers, as long as it does not counteract the law and this Regulation.

**Article Thirty-three.-**All calls must be made by circular letter sent to each owner to the address registered with the administration of the condominium, and by placard fixed in place visible at the entrances of the condominium, always, at least with Fifteen calendar days in advance of the celebration of the same, not to be counted on the day of the notification nor the day of the celebration of the Assembly. This citation should indicate both the first call and the second, the agenda, the place and the date and time. Their resolutions shall be taken in accordance with the provisions of the law and this Regulation.

 **Article Thirty-four.-**The Quorum of the Assemblies shall be formed in accordance with article twenty-four of the law, i.e. they shall form those representing no less than two thirds of the value of the building. In second call, for the same assembly, the quorum will be formed with any number of owners present. Constituted the Assembly, the validity of the meeting shall not be affected by the breakdown of the quorum caused by the withdrawal of one or more of the owners with the right to vote, but their resolutions will only produce legal effects if they are taken with the favorable vote established by The law and this Regulation. In this regard, for each agenda item to be put to the vote, the percentage of present value and that required by law must be verified to approve the agenda item under consideration. Established the quorum, the Assembly of proprietors shall be installed and shall appoint president and a secretary, which may be made by acclamation or by oral approval of a motion submitted to that effect. If such designations are not made, the Chairman shall act as President of the Board of directors and as secretary the administrator.

**Article thirty-five.**-The agreements shall be taken by a simple majority of votes present or duly represented by special or other powers, in accordance with the rules of action established, except those agreements which by law require a majority Qualified as votes for approval. In the case of co-owners of a subsidiary property, they shall appoint a common representative for the purpose of issuing the respective vote.

**Article Thirty-six.-**The annual meeting of owners will know of the matters indicated in the call including, among others, the report of the administrator, of the accounts that this one yields, to approve the budget of expenses for the following year and the impact You're going to have on the condominium dues.

**Article Thirty-seven**.-The agreements of the Assembly shall be entered in a book of minutes, duly legalized by the competent authority, which shall be in the care of the Administrator and shall be responsible for it. The minutes must be signed by the President and the Secretary who act as such in the respective assembly.

**Article thirty-eight.**-The unanimous agreement of all the owners is required to take the following agreements: a) modifying the general destination of the condominium, b) vary the proportional area of the subsidiaries, in relation to the total area of the condominium or the area of The common goods, c) waive the property regime in condominium, provided that the resulting parcels or units do not contravene other laws, D) encumber or dispose of the condominium in its entirety, and vary the clauses of the constitutive deed or the Condominium and administration regulations. The agreement of a minimum of votes representing at least two thirds of the owners of the condominium is required to take the following agreements: a) vary the special destination of a subsidiary estate, b) build new floors or basements, excavate or authorize Any of the owners to carry out these works, c) acquire new common goods, vary the destiny of the existing ones or in any form Dispose about the mode and so much in which they can be used, d) authorize the leasing of common things, E) Approve the partial or total reconstruction of the Condominium, F) authorize the useful improvements of the common areas. In all of these previous cases, when a single owner represents at least fifty percent of the total value of the condominium, fifty percent of the remaining votes gathered in Assembly will be required.

**Article thirty-nine.**-In any case, the vote of each owner or representative of a Condómino, will be worth according to the value and percentage of value fixed in this writing to each of the estates subsidiaries, in relation to the total value of the condominium, as Estimated in this same writing, not being able to be fractionated**.**

**Article forty.-**The owners or their representatives may be represented in the assembly of owners by other owners or a third party, by letter of power. In accordance with the General Law on urban and suburban leases, tenants may attend the assemblies, in a voice but without a vote, after demonstration of their quality as a tenant, unless they have the respective power of the owner, in which case they will have Voice and vote.

**Article Forty-one.-**They are attributions of the Assembly of owners: a) agree on the appropriate measures for the good running and administration of the Condominium in general and the common parts or things in particular, b) to seek good relations between the Owners of the various subsidiaries and take the measures that it deems appropriate, c) elect by vote every two years the board of Directors, revoke the appointments made when deemed appropriate or necessary and point out their powers, D) choose The administrator, who may be a natural or legal person, remove him and know of his resignation; To indicate to him the faculties that are not foreseen by the law or by this regulation and to assign him his remuneration. Your recruitment will be governed by the provisions of civil and commercial Law, e) Approve or improve the financial statements presented by the Administrator, approve or improve the draft annual budget and its impact on the condominium dues, in compliance with what Provides this regulation, previously heard the recommendations of the Board, F) authorize purchases, hiring of personnel, execution of works, improvements, repairs or new buildings that affect the conformation of the condominium, or Its parts or common things and whose departure is not included in the annual budget and its cost exceeds twenty thousand dollars, legal tender of the United States of America, G) to allocate to common property parts or things of the condominium that are not by their nature or that are indispensable to the existence, safety and conservation of the same, (h) Determine the amount of fire, earthquake and other material hazards covering one hundred percent of the common and private area of the building and which must be taken for Protection of the condominium, in addition to those required by law, I) to decide any matter not foreseen by the law or by this regulation, which cannot be resolved by the Board of directors or by the Administrator, J) to delegate the functions that to well have on the board of directors or in the Administrator, K) reforming, repealing and replacing this Regulation, m) amend, by virtue of the agreement taken at the Assembly of owners and unanimously vote, the destination of the building, with approval of the relevant institutions.

**Chapter Five.**

**Of the Board of Directors**.

**Article Forty-two.-**Training and form of choice: every two years, the Assembly of owners shall elect by vote the Board of directors, which will be composed of five members, who occupy the following positions: President, Vice-President, Secretary, Treasurer and Vocal, who shall be co-owners or representatives of persons holding the domain. The members of the Board of Directors will exercise their ad-honorem positions and must inspire all their interventions and decisions in the pursuit of the common good.

**Article forty three**.-Sessions and Quorum: in the meetings of the Board of directors, the attendance of half plus one of its members will be formed quorum. The Board of Directors shall meet ordinarily at least once every two months in the days which it designates, and extraordinarily when it is summoned by the Administrator on its own initiative or at the request of any of the members of the board. The sessions will be chaired by the President. The administrator or the President will take care of the calls. Decisions will be taken by half plus one of the attendees. In case of a tie in a vote, the president will decide with a double vote.

**Article Forty-four**.-minutes of the board of Directors: all meetings of the Board shall be recorded in minutes which will be extended in chronological order in a book of minutes. They must be recorded on all the matters dealt with and agreements reached at the meetings, in addition to the date and time of the meeting and list of attendees. Such minutes shall be signed by the Chairman and the Secretary of the Board of Directors.

**Article forty-five.-**Functions of the Board of Directors: the Board of Directors shall have the faculties of support and follow-up to the management of the sole and exclusive administrator. It will not have powers of decision or interference in them. In addition, it will have the following functions: a) to report annually and when it is also deemed appropriate, to the Assembly of owners everything related to the accounts that the administrator presents and his concept about the budget of expenses and income that has to Present each year the Administrator, B) to support the administrator in all matters relating to the best functioning of the Condominium, C) to monitor the administration of the property, D) Authorize the Administrator to make the material repairs of character Urgent for the hygiene, safety and proper use of the property, when it has not been approved for this purpose in the budget, or directly order these repairs, E) Receive from the administrator timely information on the acts and contracts By him held in the exercise of its functions, f) Authorize the purchases, the execution of works, improvements, repairs or new buildings that affect the conformation of the condominium, or of its parts or common things and whose cost exceeds the five thousand dollars but not Exceed the Twenty thousand dollars, legal tender of the United States of America, G) to settle in the second instance the conflicts that come to arise between the co-owners, or between these with the Administrator and to decide if it is subject to a conciliation and/or a court of arbitration, h) to exercise the functions delegated to it by the Assembly and to comply and enforce the requirements of the Board, to regulate the use of common areas and the use and enjoyment of social, sporting and recreational areas. For this purpose, it will establish the maximum number of people in the recreational area for a given event.

**Chapter Six.**

**Of the administration**.

**Article forty-six**.-The care and vigilance of the building, the common things, people and other property in the condominium, will be in charge of an administrator, who may be a natural or legal person, who will have with respect to the building and the Commons the Faculties of a proxy generalissimo without sum limit for acts of administration, but to dispose of goods shall be limited to the sum of five thousand dollars, legal tender of the United States of America. For acts of disposition of more than five thousand dollars and up to twenty thousand dollars, it requires the prior authorization of the Board of directors and for acts of disposition for a sum greater than twenty thousand dollars, it requires the authorization of the Assembly of owners. It will also have the power to substitute its powers for the judicial, in one or several lawyers of the Republic and will have the power to open and to manage or, if necessary, to close, current accounts in the name of the condominium in any of the banks of the national banking system , be it in colones or dollars and assign the persons who may sign in them; However, the board of Directors may order the inclusion of persons who sign and turn cheques from the current account (s) of the condominium. At its first session, the Assembly of owners shall elect the condominium administrator, who will last in office for a period of two years, extendable for equal and consecutive periods. In the case of a legal person being elected, it shall designate the natural person who shall exercise in his name and representation the corresponding functions.

**Article Forty-seven**.-The responsibilities of the Administrator, in addition to those enshrined in the law, are the following: a) Render annual report on the progress and administration of the Condominium and its results, before the board of directors and the Assembly of owners, B) To present to the board of directors and to the Assembly of owners the project of annual administration budget and the financial statements corresponding to the results of its management, c) to settle the conflicts that arise between the owners of the different Subsidiaries or among their occupants, in relation to the use and enjoyment of the common parts or things of the building. In case of no solution to the conflict, it will raise the case to the board of Directors, D) to perform its management efficiently based on its legal powers and in the guidelines of the law, and to carry out the purchases, hiring of personnel, the execution of works, Improvements, repairs or new constructions that affect the conformation of the condominium, or of its common parts or things and whose cost does not exceed five thousand dollars, legal tender currency of the United States of America or those which has authorized the Board of Directors and the Assembly of owners, F) opening and handling or, where appropriate, closing, checking accounts in the name of the condominium in the banks of the national banking system, either in colones or dollars and assign the persons who may sign in them; However, the board of Directors may order the inclusion of persons who sign and turn cheques from the current accounts of the Condominium, G) to regulate the controls of entrance to the condominium, by visitors and people who do not work in the place.

**Article forty-eight.-**the administrator will accrue a monthly fee to be fixed by the assembly of owners who choose it.

**Article forty-nine.**-the administrator collects the fees of the owners and manages the funds coming from them in accordance with the budget approved by the Assembly of owners. Such funds and any others handled by the Administrator shall deposit them in a current account in a bank of the national banking system.

**Article Fifty.-**the draft budget referred to in this Regulation shall be made available to the owners at least ten calendar days in advance of the date of the Assembly of owners who will know it.

**Article fifty and one**.-The administrator may be removed from office at any time for mismanagement, Inopia in the performance of his office, unexcused absence or any other cause, by agreement of the Assembly of owners with a vote Of simple majority of votes.

**Chapter Seven.**

**Segregations, modifications or meetings of subsidiary farms.**

**Article Fifty-two:** The meeting, division or segregation of a subsidiary property may be requested if it does not affect the structure or distribution of the subsidiaries and the destination of the subsidiary property is not changed nor does it fail to comply with any sanitary, engineering or legal measures. The applicant must provide the necessary authorizations from the institutions involved, whether INVU, the Ministry of Health and the municipality of Montes de Oca. You must make and submit your request in writing to the Assembly of owners, which must be approved by unanimous agreement in Assembly convened for the purpose once accredited the consent of the affected and proven that segregation and/or aggregation is Susceptible to independent use and access to the public thoroughfare or through common areas. In addition, segregated and/or aggregated parties must comply with all requirements laid down in the law for subsidiaries and be up-to-date in the payment of condominium dues. The extinction of the property regime in condominium, as well as the destruction and reconstruction of the building, will be governed by the provisions of the chapter seventh of the Regulating property law in condominium. By virtue of the nature of this condominium, no subsidiary property may be resubmitted to the condominium or Subcondominizarse.

**Chapter Eight.**

**Sanctions and their procedure.**

**Article Fifty-three**: Infringements of this regulation by the owners shall be of knowledge of the administration, which shall give a reasonable period of eight working days by letter of notification to these infringing owners so that correct your offenses; Otherwise, the administration is duly empowered to impose sanctions as set forth in this Regulation and the Condominium property law, and the administration is also entitled to appeal to the courts of justice in order to make Compulsory compliance with sanctions imposed.

**Article Fifty-four**: Other infringements.-the infringement to any of the provisions of this Regulation, except fortuitous case or force majeure, will have as a serious failure to this regulation and will be subject to the penalties that the effect establishes the Internal regulation of condominium and the Assembly of owners, including the authority of the administration to impose fines of up to the equivalent of two monthly maintenance fees of the infringing subsidiary property. This fine shall be increased by twenty per cent, for each occasion reiterated the lack by the same subsidiary property, always following the procedure laid down in Article twenty-three of the law, in such a way that for the first infringement it is only It shall prevent in writing and the subsequent penalties will be imposed on it, and if they are not cancelled in the form and time, it shall be continued as indicated in article 23 (c) of the law. Prior to the establishment of any fine, the administration shall notify in writing to the respective Condómino, with acknowledgement of receipt, to expose the reasons for their non-compliance within three calendar days and if they do not reply or if the absence is not Due to fortuitous circumstances or force majeure, the implementation of the respective sanctions shall be immediately implemented and, where appropriate, their collection. The same procedure will be followed when the administration detects non-observance of the law. The delay in the payment of any ordinary or extraordinary fee, as well as the payment of any imposed fine, will cause an interest of five% per month, being authorized the administration to proceed the judicial collection if the arrear exceeds two months. The interest of Mora will be charged if the payment has not been made within the first ten calendar days of each month. The administration is authorized to exhibit in any place within the condominium, the list of delinquents and the amount owed.

**Chapter Nine.**

**Dispute resolution.**

**Article fifty-five.-**Any dispute between condominium corresponds to the administration, whose resolution will appeal to the Assembly of owners. The disputes between one or several condominium and the administration shall be resolved in the first instance by the Board of directors and in appeal by the Assembly of proprietors. The disputes between the administration and the board of directors will be resolved by the Assembly of owners. Arbitration clause.

**Article fifty-six.-**without prejudice to the depletion of the administrative bodies laid down in the preceding article, any controversy or difference which may arise, derive or relate to this regulation, its execution or interpretation, is It shall resolve in accordance with the following procedure: The parties will go to the conciliation process established in the Conciliation and Arbitration centre of the Chamber of Commerce of Costa Rica in the first instance. If, after the period of 15 working days from the application for conciliation, the parties have not reached a conciliation agreement, the dispute or difference shall be resolved by the arbitral route in accordance with the arbitration Rules of the Referred to as the Centre, to whose rules the parties are subject in an unconditional manner. The arbitral tribunal shall consist of one member and decide in law. The Conciliation and Arbitration centre of the Costa Rican Chamber of Commerce is the institution responsible for administering the arbitral process. The place of arbitration will be in San José, Costa Rica.

**Chapter Tenth.**

**Security.**

**Article Fifty-seven.-**The security of the people within the private areas and common areas is essential for the operation of the condominium, so that all users who are within the condominium, will be in the Obligation to comply with all safety rules and other provisions of this Regulation, the Assembly of owners and the administration.

**Article fifty-eight.-**At a minimum, the following safety measures must be followed: a) firearms may not be transported, except those previously authorized by the Administration, b) every person shall be obliged to report immediately if he or she notices any Safety device is operating inadequately, c) All personnel who labore for the condominium, must carry the identification badge, which is for personal use and can not be used by different person, D) any regulation that the Administration issued in order to comply and safeguard the security of condominium and its assets, it is mandatory compliance.

**Chapter Tenth first.**

**General provisions.**

**Article fifty nine.-**The timetable for any type of renovations within the subsidiary farms, will be only from Monday to Friday, from eight hours and until seventeen hours. However, these remodelings can be carried out in the commercial and office premises also within the same timetable on Saturdays. The use of the lifts both for the personnel responsible for carrying out these remodelings and for the transportation of materials will be regulated by the administration, taking the measures that it deems prudent and timely.

**Article Sixty.**-It is obligatory to secure the buildings in their entirety against the risks of fire, earthquake or explosion and any other damage that will violate the existence and security of the Condominium, contemplating the following coverages: a) fire and lightning; Damage caused by smoke, riots, revolt, revolution, acts of vandalism, vehicle or machinery accidents, aircraft accidents or parts of aircraft that damage buildings, fall of trees, antennae or any other object, hurricane winds and any Another natural disaster; C. Floods, earthquakes, landslides or land collapse; d) Damage caused by rain or drainage systems, damage caused by leaking water, roof leaks or cracked windows. The policy may be extended or limited by agreement that represents more than fifty percent of the condominium's coownership. The insurance must include the common areas and their cost will be included in the respective collection of the maintenance fee. The owner of each subsidiary property shall be responsible for securing its respective unit for the amount and coverage of its convenience. The owner of the unit that causes damage to another unit or the common areas, will be responsible for paying the deductible that the insurance company collects from the owner of the damaged unit as a result of using or applying their respective insurance policy. If the owner of the damaged unit does not have your unit insured, then the owner of the unit causing the damage will be responsible for paying you only the equivalent amount of the deductible you have paid if the unit has been properly secured. The insurance of the buildings must be maintained adequate and in force and the Assembly of owners must determine the amount of the same, so that according to the percentage of value of each owner, it is cancelled by the respective owner. The administration will be in charge of processing the payment of the insurance, whose amount will be included in the respective maintenance fee of the month in which the insurance agency asks for its payments, forming a single indivisible payment, with that maintenance fee. Such insurance must be kept adequate to the value of the building and in force. In the event of destruction or, for any reason, any governmental authority declaring the building uninhabitable or dangerous, the owners of the affiliated estates concerned shall be obliged to initiate the reconstruction jointly of their farms Subsidiaries and the damaged common areas of the building, no later than one hundred twenty days after the fact occurred.

**Article sixty one**.-Any aspect not expressly contemplated by the Regulations of Condominium and administration or internal regulations, shall be governed by the relevant provisions of the aforementioned law, and any aspect not covered by that law shall be To the effect of the Assembly of owners.

**Article sixty two.-**If the owners ' Assembly decides to terminate the destination of the condominium, or amend it, it shall at the same meeting agree on the complementary principles and procedures to be subject to the execution of its resolution, taking into It tells what the law prevents for the case.

**Chapter Tenth second.**

**Of the reforms to this regulation.**

**Article Sixty-three.-**The reforms to this regulation, total or partial, can only be made by the Assembly of owners in accordance with the law and with the percentage of the totality and unanimity of all condominium. So far the rules. In this Act, constituted the totality of the owners in General Assembly of owners, it is dispensed with the formalization of previous summons and unanimously and in firm approve the following agreements: first: To approve this regulation. Second: Appoint as administrator for the first period that runs from today and for a period of two years, LUIS GUSTAVO CORTES QUIROS, mayor, once married, Master in business management, neighbor of Rohrmoser, urbanization Rome house number two hundred seven, with ID Number one-four hundred seventy six hundred and fifty one and promises its faithful performance through it. Third: Request that the number of the legal Cedula of the condominium be assigned. Fourthly, there is No other issue to be dealt with, the agreements taken are approved and declared firm. The undersigned notary attests that the description of the condominium is adjusted in all to the constructive plans approved, to the law and the regulation to it. That's all. I'm dismissing a first testimony. Read the writing to the grantees, approve it and we all signed in the city of San Jose, at eleven hours of the day three of April of two thousand fourteen.