

RECORDED VERSION AT THE PUBLIC REGISTRY

18-10-2007

**INTERNAL BYLAW THAT WILL RULE THE CONDOMINIUM NAMED
“CONDOMINIO HORIZONTAL VERTICAL COMERCIAL RESIDENCIAL AVALON COUNTRY
CLUB”**

CHAPTER ONE

Field of Application

ARTICLE ONE: The present Condominium Internal Bylaw is obligatory for all owners or legal representative of the Condominium, leaseholder, sub-tenant or Condominium residents of **“CONDOMINIO HORIZONTAL VERTICAL COMERCIAL RESIDENCIAL AVALON COUNTRY CLUB”**, ruled additionally by Law SEVEN THOUSAND NINE HUNDRED THIRTY THREE, November twenty-fifth, nineteen ninety nine, named **“LEY REGULADORA DE LA PROPIEDAD EN CONDOMINIO”**, the Constitution Deed and this bylaw.

CHAPTER TWO

Governing and Administration Organizations

ARTICLE TWO: The Governing and Administration organizations of the Condominium will be: A) Condo-Owner’s Assembly and B) The Administrator. Likewise, the Condo owners, reunited in quorum at the General Assembly, could appoint an Administration Counsel, formed by four members that will work **“Ad-Honorem”** and that will have support faculties to the Condominium. At the General Assembly, such Administration Counsel shall request the Administrator an inform about the with observations regarding the administration.

CHAPTER THREE

ARTICLE THREE: The Condo-Owner's Assembly is constituted by all of the Condominium's unit owners. Sessions will be presided by a President and a Secretary, the first will address and the second will make the official entry.

ARTICLE FOUR: In the event that a unit belongs to several people as co-owners, or any right of usufruct, use or ownership right has been thereon, the co-owners who are holders of the actual right and the owner, shall be represented by one person in the Assemblies.

ARTICLE FIVE: It will be possible the representation of one or more condo-owners by means of a Power of Attorney granted for this purposes, which shall be accredited at the Assembly. This power shall be authenticated by a Notary Public.

ARTICLE SIX: The Condo-Owner's Assembly has the following attributions:

A.- Either approve or reject the annual budget for the Condominium's common expenses, presented by the Administrator which must determine the expenses and the amount of the allotments to cover them, calculate the Condo Fee for the maintenance of common areas to be paid by each owner, plus other possible additional expenses; B.- Appoint and remove the Administrator; C.- Have knowledge of the report presented by the Administrator, and the bank statements that he or she must present; D.- Authorize the repairs and improvements made in the common areas; E.- Approve the enlargement or expansion of the condominium, either in the common areas or privative areas and acquisition of new goods; F.- Decide on the matters that the Ley Reguladora de la Propiedad en Condominio places under their competence and in general, know and decide on all those topics of common interest for all of the Condominium owners, deciding on the necessary measures for the appropriate use of the common elements.

ARTICLE SEVEN: The Condo-Owner's Assembly will meet in a place established by the summon within the Metropolitan Area.

ARTICLE EIGHT: The Condo-Owner's Assembly will meet at least once in a year.

CHAPTER FOUR

Summons, quorum and agreements

ARTICLE NINE: The summon of the General Assembly of Condo-Owners will be executed and appointed by the Administrator at any time or when one third of the value of the condominium requests such Assembly within three days before it, through written communication to all condo-owners or by an edict published twice at any newspaper of nationwide circulation at the sole discretion of the Administrator.

ARTICLE TEN: The quorum for the General Assembly of Condo-Owners will be at least two thirds of the value of the condominium in the constitution deed. If the quorum is not reached, it will be constituted by a second summon and any number of assistants will be enough. These two summons may be done in the same day if both are separated by at least thirty minutes one from each other.

ARTICLE ELEVEN: The agreements or determinations shall be approved by the votes that represent the majority of the value of the condominium, except the following cases in which qualified majority will be needed: FIRST: IT IS REQUIRED THE UNANIMOUS AGREEMENT OF THE TOTALITY OF CONDO-OWNERS: A.- The modification of the general purpose of the condominium; B.- Modification of the

proportional area of the units in relation to the total area of the condominium or the common areas; C.- The renounce to the condominium regime, while there are no units that violate other laws; D.- Encumber or alienate the total condominium; and E.- The modification of any of the clauses of the constitution deed or the bylaw of the condominium and administration. SECOND: IT IS REQUIRED THE AGREEMENT OF AT LEAST TWO THIRD PARTS OF THE TOTALITY OF THE CONDO-OWNERS: A.- Modify the destiny of an specific unit; B.- Construct new floors or basements, dig or authorize one or some of the condo-owners for those works; C.- Acquire new common goods, modify the destiny of the current ones or the way they are used; D.- Authorize the leasehold of common areas; and E.- Approve the partial or total reconstruction of the condominium.

ARTICLE TWELVE: The vote of each condo-owner will be valued according to the percentage or proportion that his unit represents as established in the constitution deed. Only those who are up to date with the condo fees with the Administration will be allowed at the Assembly. For that purposes, the condo-owner will have to request the Administrator an official letter stipulating that the condo fees are paid accordingly. Any debt with the condominium will forbid the condo-owner to participate and/or vote at the Assembly.

ARTICLE THIRTEEN: In each Assembly there is going to be a Minute copied as an entry to be made at the correspondent book, which shall be duly legalized of the Condominium Property Section at the Public Registry, in which all agreements shall appear, signed by the President and the Secretary that will address the Assembly and by all the attendants that wishes to do so.

CHAPTER FIVE

The Administration

ARTICLE FOURTEEN: The administration of the Condominium and the common goods with all attributions corresponds to the Administrator, which will have, additionally the faculties of legal judicial and extra judicial representative with a GENERAL POWER OF ATTORNEY WITHOUT SUM LIMITATION. He is able to substitute his power in favor of the Condominium and shall fulfill his duties as a good father. His re-election and removal corresponds to the General Condo-Owners Assembly, which will determine the appointment periods. In case of non-fulfillment of his duties or functions, the appointment shall be freely revoked by the General Assembly. A physical person or a corporation may be appointed for Administrator **for a period of one year**. The remuneration that shall be paid to the Administrator will be set of the General Assembly that made the appointment.

ARTICLE FIFTEEN: Corresponds to the Administrator: a.- Attention and vigilance of the common goods and services; b.- The attention and maintenance of the premises and general services; c.- Realization of all acts tending to administration and conservation of the premises and edifications; d.- Hygienic maintenance of access

areas, paths, recreational areas and other common areas; e.- Make the common expenses; make the detailed accountability of all funds, collection of the condo fee for common expenses and taxes that shall be paid by each condo-owner; f.- Maintain the general order, looking for the respect of the moral and good habits and for the vigilance of behavior of the condo-owners so they can not disrupt these dispositions, provided that he is authorized to take all necessary actions against those who violate them and impose, according to the “Ley Reguladora de la Propiedad en Condominio” number seven thousand nine hundred thirty three, all sanctions, being them written preventions, sanctions or penalties to the condo-owners; he can, additionally, dispose the expulsion of the condo-owner, according to the Summary Procedure provided by the Civil Procedure Code, in case of reiteration of the infraction; also, he is authorized to imposed the sanctions provided by the article twenty two of the Law against the non-residents of the unit. g.- Extend the certifications of due amounts owed by the condo-owners, such certification shall be approved by a “CPA” (Authorized Public Accountant) and will constitute an executive document; h.- Establish a provisional condo fee for the first year until the first Condo – Owner’s Assembly is executed, and such, shall be modified then according to the specific budget of the incoming year. The Administrator will have the faculty to make discounts for pre-payment in a percentage to be determined at the first Assembly. There will be a penalty of as much as five per cent of the condo fee for those that do not pay accordingly, previous notification of the existing debt. i- Execute the agreements made by the General Condo-Owner’s Assembly; j.- Oversee and direct the work carried out by the employees who attend the different Condominium services, named by him; k.- Make the necessary repairs when needed; l- Promote the publicity of the condominium; m.- Open and manage bank accounts necessary for the good accountability; n.- Determine where to put announcements, radio or TV antennas or other similar crafts for that purposes; and o.- Take all necessary measures to regulate the parking of vehicles in the parking lots and oversee that such parking is made in an orderly fashion and finally p. The Administrator shall have the general duties of conervation, administration and conciliation between the condo-owners, security decisions, and any other functions not indicated in this Bylaw but are consequently related to the administration of the condominium.

ARTICLE SIXTEEN: If the appointed Administrator having knowledge of some irregularity made by a condo-owner does not put in attention such irregularity before the General Assembly within a timeframe of seven natural days, he will be solidarity responsible for the consequences. The Administrator and/or the Accounting Office for the condominium, shall facilitate at any time all the pertain information regarding the administration to the Administration Counsel (if any). Likewise, the Accounting Office shall provide the accounting informs to the Administrator and the Condo-owners General Assembly, in a monthly basis.

ARTICLE SEVENTEEN: A bank account shall be open in favor of the Condominium, in which all incomes must be deposited within twenty four hours, all expenses shall be paid from this account in cash or by check to attend the operations of the condominium and the administrator can authorize third parties for these purposes.

CHAPTER SIX

Rights and obligations of the condo-owners and other related aspects

ARTICLE EIGHTEEN: The owners are allowed to alienate, encumber, or lease their properties or property rights. The new acquirers are obligated to respect the general purpose of the premises in particularly the purposes of each Condo Unit, in case of sell, the owner (seller) is obligated to present before a notary public a certification issued by the Administrator stating that he is up to date with the condo fee for common expenses.

ARTICLE NINETEEN: Each Condo-Owner is obligated to contribute with the common expenses, taxes (if any) and other exceptional expenses proportionally and according with the participation in the co-efficient of co-property. The condo fees not paid in time will accrue a penalty of five per cent over non paid sums counting from the fifth day of delay and during all the time of such delay plus any judicial expenses in case of judicial execution. In that way, the Unit is affected as a guaranty for the non-fulfillment of pecuniary duties against the Condominium. The non-paid amounts for common expenses, plus penalties and interests will constitute a mortgage lien against the Unit, only preceded by the lien referred to property taxes. A CPA (Authorized Public Accountant) will extend a certification of the sums owed by the owners for the concept of common expenses. These certifications, authenticated by a notary public, shall have the nature of an enforceable order against the owners in arrears. The payments of Condo Fees are monthly in advance.

ARTICLE TWENTY: The Condo-Owners can establish, at their own expense, services for their exclusive use, as long as they do not interfere with other owners, nor takes advantage of the common areas, violating the rights of the other owners. Their Condo Unit shall be used only for the purpose for which it was intended, either residential, parking lot, commercial or storage. The Condo-Owners are not allowed to use the property for other purposes rather than the ones specifically stipulated in this Bylaw. The commercial units and offices are designated for these purposes only.

ARTICLE TWENTY ONE: Notwithstanding the provisions indicated in the Article Twenty, all residential, commercial and parking units located at "LAGO" buildings are allowed to be leased, fractioned, day by day or week by week, and the temporal leaseholders will be ruled by the same Bylaw with the same obligations.

ARTICLE TWENTY TWO: All Condo-Owners have the obligation to make those urgent repairs within their property whose omission or delay could cause damage or disturbances to the neighboring units, or in the structure, solidity or general safety of the Condominium. If not, he or she shall be responsible for all damages thereto.

ARTICLE TWENTY THREE: In order to carry out any modifications in his or her unit, the Condo-Owner must send the Administrator and he or she shall have the approval of the architect or engineer hired for such effect who will supervise that the structures, front, facilities, services, access, circulation areas and other

Condominium areas are not affected; also the engineer shall have the obligation of obtain, from the correspondent institutions, each of the permits required for the modification.

ARTICLE TWENTY FOUR: The Condo-Owners are not allowed to change the front appearance, nor decorate the walls, nor change the exterior painting, doors, external windows unless unanimous agreement by all Condo-Owners.

ARTICLE TWENTY FIVE: The Condo-Owners shall abstain for any act that impedes or disturbs the use of the services and common facilities, even if that disturbance comes from the interior of the Unit.

ARTICLE TWENTY SIX: Internal parking lots located within common areas does not belong to any Condo-Owner, therefore, no Condo-Owner or occupant of the Unit are allowed to mark over them areas of preferential use for his Unit; unless unanimous agreement by all Condo-Owners. The internal parking lots located within common areas will be used for visitors of the Condominium; therefore, Condo-Owners are not allowed to use them. A wrecker hired by the Administrator shall remove the vehicle of the Condo-Owner that disregards this disposition, and the cost for this removal shall be charged in the next condo fee without any liability for the Condominium for any caused damage. There will be a restriction as per the time for usage. Each Condo-Owner is allowed to obtain from the Administrator additional parking lots. For special events in which the Club House will be used, there are going to be as much as common parking lots as possible. This disposition is not applicable for the Parking Units, property of the Condo-Owners, nor the parking lots located in front of the Commercial Units, those parking lots are for exclusive enjoyment of the Commercial Units and for that purpose, those Condo-Owners are allowed to place labels with the following phrase: "Estacionamiento exclusivo para Clientes" (Parking Lot only for Clients) therefore, it is prohibited the parking of vehicles others than the ones of clients of such commercials.

ARTICLE TWENTY SEVEN: No Condo-Owner, leaseholder, sub-tenant or any other third parties with any other property rights are allowed to plant trees, palms or any other ornamental plant, in the green zones or his own unit, rather than the ones existing within the park. The fence of private gardens and grass will be maintained by the personnel hired by the condominium. No constructions are allowed within the green areas, others that the ones approved by the Condo-owners. Plants in second-floor gardens shall not exceed two meters high. Also, no salvage or domestic animals are allowed, with exception of birds, fishes, cats and dogs of any size, though, they must be duly vaccinated. Dogs that might represent a danger for the Condo-Owners are not allowed, including but not limited to: rottweilers, Doberman or pit bulls. In any case, these animals are not allowed to wander around without his proprietor and as such is the sole responsible to clean its excrements from the green areas. These animals will be removed from the premises definitely from those who do not observe these rules after three warnings by the Administrator, without prejudice of further penalties imposed by the Administrator.

ARTICLE TWENTY EIGHT: It is prohibited to throw objects, garbage or trash in the paths or common areas; likewise, it is prohibited to accumulate garbage in the Units and or burn it inside the Units or interrupt the access to Units. The Administrator will have the obligation to notify the condo-owner of any default to this clause. If such act persists, a penalty of as much as a hundred dollars will be applied by the Administrator and will be included within the next condo fee.

ARTICLE TWENTY NINE: It is forbidden the possession of explosive materials, flammable or unhealthy, or which produce bad odors, smoke or any type of disturbance or can represent a danger to the public health, provided that, if produced, the Condo-Owner must disposed them immediately without any previous warning from the Administrator. It is not allowed the use of gas kitchens and gas water heaters. The default of this disposition, will acruer a penalty of as much as a hundred dollars will be applied by the Administrator and will be included within the next condo fee.

ARTICLE THIRTY: Each condo-owner will have the obligation to constitute an insurance policy with the Instituto Nacional de Seguros. It will be optional to take the insurance policy for furniture. The default to this disposition will acruer a penalty of one hundred dollars month by month, after the second notification by the Administrator. The condo-owner shall send a copy and/or original of the premium fee receipt to the Administration, according to article nineteen, point B. In case the condo-owner has obtained the insurance policy and such is not paid, the fee will be included within the next condo fee plus a penalty of fifty dollars.

ARTICLE THIRTY ONE: The Condo-Owners are obligated to allow the repair and maintenance of the common elements in the premises. For these purposes, they will be notified in written by the Administrator to avoid any inconvenience. Likewise, the construction company and/or the developer company of the condominium will be allowed to make new constructions and/or modifications in the buildings and front fachades.

ARTICLE THIRTY TWO: If any Condo-Owner decides to sell, sublet, create a right on his/her/its property, or give up his or her possession in any manner, it must be communicated to the Administrator. The same holds true for the leaseholder if the condominium is leased. The new owner, leaseholder or subtenant, must accept the regulations stipulated in this Regulation.

ARTICLE THIRTY THREE: The Condo-Owners of Residential Units shall avoid creating disturbances to others by the incorrect use of radios, players of any type or televisions, telephones and any other recreation devices, either mechanic or electronic, or by noises, lights or vibrations. In the Commercial Units, these devices must be controlled so they can not disturb the tranquility of the Residential Unit Condo-Owners nearby. In the case of the Commercial Units which activity is mainly developed in the night, those activities must have the approval of the "Ministerio de Salud" (Ministry of Health) and the Municipality of Santa Ana and observe the tranquility of the other Residential Condo-Owners. For these purposes, such entities will rule and indicate the

opening schedules. The permanence of these activities will be allowed only in these conditions. The infractions committed will be report before the Municipality of Santa Ana and/or the Ministry of Health, and the Administrator will collaborate with the efforts to validate this Bylaw and the provisions stipulated in the Law. The owners of vehicles parked in the parking lots shall avoid any disturbances occasioned by alarms for more than ten minutes. After this, a penalty of one hundred dollars, currency of legal tender of the United States of America will be established against the owner of the vehicle. These stipulations also are applied for those vehicles parked in the common areas as visitors, with exception of those parked in front of the Commercial Units aside the Public Road.

ARTICLE THIRTY FOUR: It is forbidden the habitation modules, permanent or transitorily. For the Residential Units it is established that the maximum average of habitants per room is two persons.

ARTICLE THIRTY FIVE: When a reparation was cause by negligence or imprudence of a Condo-Owner, leaser, or occupant of the Unit, the Condo-Owner will have to pay such reparation with the possibility of recovering all paid amounts against the original causer of such damage. These reparations shall be carried out by the person hired for that purpose by the Administrator.

ARTICLE THIRTY SIX: A possible Leasehold or cession of property rights made by the original Condo-Owner will not exempt him from fulfill and observe all obligations imposed by the Law, the Condo Constitution deed and this Bylaw.

ARTICLE THIRTY SEVEN: When a Condo-Owner requires to make use of some of the common facilities for a certain act that interests to him, in special, he will have to request in due time, the authorization to the Administrator, who will decide and try an equitable use between all the proprietors of the mentioned facilities, whenever these activities are not harmful to the interests of the other Condo-Owners, will be forbidden the manifestations of political, religious, or sport characters which do not concur with the interests of the collectivity of proprietors. Special regulation for specific common areas: Club House: The Administrator of the condominium will be in charge to take to the control of requests of use of the Club House in coordination with the restaurant-service corporation appointed for these effects. The request for use of this area shall be done in writing, with five days of anticipation, each proprietor will be in charge of the preparation of the premises for each specific act and will be his responsibility to give the premises once finalized the event for which he asked for the use of the house club, and to clean and to deliver it in the same conditions in which he received it. This service is free of charge, however, once the Club House is reserved, it will be obligated to hire the restaurant service corporation hereinbefore mentioned. Is stipulated, at the time of each sale of each Unit that is located near the house club that there will be the possibility of interruptions carried out by normal activities done in that place. For the best convenience of the condo-owners, there is going to be an administrator for the Club House (restaurant-service corporation) to be called Servicio de Restaurante Avalon INC, Sociedad Anónima, which shall have the concession of use for a term of ninety nine years only to be revoked by the unanimous one hundred

percent vote of all the condo-owners. Such concession can be transferred to a physical person or corporation. The attention schedule, prices and service will be determined by the corporation. Sport premises: Gymnasium: The use of the gymnasium will not have any restrictions more than those of its same capacity and schedule. All the Condo-Owners will have free access to use the machines and facilities, provided however that the minors of fifteen years will have to be accompanied by an adult. Sauna: For the use of sauna located in the gymnasium, it will be imperative and due to observe the norms of good behavior that will prevail for all the common areas of the Condominium. The use of it will not have any limitation more than that of its capacity and schedule and only for persons above eighteen years old. Opening Schedule: from six am to ten pm. Tennis Courts: one hour by each condo-owner from seven am to ten pm, previous reservation (twenty four hours before) with the person in charge of the gymnasium. Golf Courts: Opening Schedule: from six am to ten pm, previous reservation (twenty four hours before) with the person in charge of the gymnasium. Pools: the social pool is for recreational usage, the semi-olympic pool is for specific sport usage with a maximum of two persons per track simultaneously, with one hour maximum per condo-owner. Minors of ten years are allowed only for the children's pool. Opening Schedule: from six am to ten pm. Only swimming is permitted in the social pool. It is not permitted the use of glass recipients within any pool. It is not permitted to drink or eat within the pools.

The condo-owners can invite two persons maximum, with exception of parties, in such case the maximum will be forty persons in the Club House, with a previous reserve of the corporation in charge of the restaurant, and such persons must be included within a list delivered to the security guards. The condo-owner must be at the facilities to supervise. For the BBQ ranchs, the maximum permitted is eight persons, with the previous approval from the administration with three days of antelation. The condo owner will have to cancel en thousand colones per day for maintenance of the ranch in case of use.

The opening schedule is from ten am to eleven am during the week, and from ten to twelve and thirty minutes pm on weekends.

The usage of the sport premises is realized by each condo-owner by his own risk. Any damage must be paid by the condo-owner independently of who he caused it. The maximum of invitations per month is ten per condo-owner.

ARTICLE THIRTY EIGHT: It is forbidden to have clothes in visible places from the outside and to hang flowerpots or containers with flowers, without taking the necessary measures to avoid disturbances or damages. On the other hand, it is prohibited, except for unanimous agreement of the Assembly of Condo-Owners, the installation of flags, posters, nor any other device of political, religious or sport propaganda. The Commercial Units will have a specific place designated to the installation of labels and distinguishing signs of each business. These advertising elements could be luminous but they will comply with the pre-established sizes and will have to have the approval of the Administration of the condominium for its installation. The default of this disposition,

will accrue a penalty of as much as a hundred dollars will be applied by the Administrator and will be included within the next condo fee.

ARTICLE THIRTY NINE: Applicable only to Commercial Units: The Commercial premises in the Commercial Units designated for this effect within the condominium throughout the period of operation, will have the obligation to offer the “Express-Service” (home delivery) to the residents of the condominium, being the spirit of the condominium to facilitate and grant the owners of the Residential Units access to different services with no need to leave their residence. The procedure to be established for each case will be at the complete discretion of the Administration and/or owner of the Commercial Unit.

ARTICLE FORTY: Security: The condominium will provide the security and monitoring services twenty-four hours of the day controlled by the Administrator. In order to collaborate with the appropriate operation of the security procedures the inhabitants and proprietors, of the Residential and Commercial Units will have to comply with the regulations established for these purposes. The main entrance to the Condominium will be regulated for the visitors by the guards, who will be authorized to ask for the data and personal information of the visitor and such visitor shall count with the authorization of the Condo-Owners in each case to grant the entrance and the guard will be providing a label of “visitor” in a visible place given to him by the guard at the entrance of the Condominium. For security reasons, the condo-owners that owns two or more adjacent units are allowed to close the spaces within the units, only if the free transit is not violated or the free access to important areas such security areas, machine rooms, maintenance rooms, communication boxes, etc.

The access and use of electromechanic premises shall be restricted only to the authorized personnel by the condominium.

The circulation velocity shall not exceed fifteen kilometers per hour. The National Transportation rules are applied in the condominium and drivers should have special attention for children and other condo-owners. The default of this disposition, will accrue a penalty of as much as a hundred dollars will be applied by the Administrator and will be included within the next condo fee.

CHAPTER SEVEN

Financial Dispositions

ARTICLE FORTY ONE: The Administrator will negotiate before the corresponding authorities with respect to the payment of territorial and municipal taxes, as possible. Each owner must pay the proportional amounts of the corresponding taxes.

ARTICLE FORTY TWO: The Annual Condominium's Budget will include the Administrator's monthly remuneration as well as all Condominium employees.

ARTICLE FORTY THREE: The annual budget for income and expenditures will be prepared by assigning each owner his or her contribution according to the corresponding percentage with respect to the estimated value of his or her house for the payment of the common expenses. If the fixed sums are not enough to cover the extraordinary expenses, the Council of Owners will adopt the necessary measures to solve the problem.

CHAPTER EIGHT

Fines and Sanctions

ARTICLE FORTY FOUR: The infractions committed by the Condo-Owners, or those who have received their rights, will be sanctioned as stipulated by the Regulatory Law of the Property in Condominium, with exception of those fines specifically established by this Bylaw and its regulations. The default of any disposition, not expressly included in this Bylaw, will accrue a penalty of as much as a fifty dollars will be applied by the Administrator and will be included within the next condo fee. If the default persists, it will accrue a penalty of as much as a hundred dollars will be applied by the Administrator and will be included within the next condo fee.

ARTICLE FORTY FIVE: When the Condo-Owner commits serious offenses or violates the dispositions that regulate the Condominium Regime governed by this Bylaw and its regulations, the Administrator will be able according to article twenty-two and twenty-three of the Ley Reguladora de la Propiedad en Condominio, to take the necessary measures in each case and moreover will be able to exclude the Condo-Owner from the direct enjoyment of the Unit, forcing him to leave the Unit and have that Unit transferred into a trust or rent it. When the Condo-Owner does not occupy the Unit, then the inhabitants within will respond of the infractions contemplated by the law, sharing with the Condo-Owner the civil responsibility for any damage. The Administrator of the Condominium will be able to expulse the occupant-resident, who in repeated form infringes the Condominium regulations or alters the normal coexistence of all remaining Condo-Owners.

ARTICLE FORTY SIX: If the offender derived his or her right from the owner, he or she will be asked to immediately solve the problem. If the offender or owner does not comply with the dispositions of the person in charge, then the Administration shall proceed as established in the previous article.

ARTICLE FORTY SEVEN: As per what is established in this Bylaw, the Administrator of the Condominium will be able to ask from the Judicial Authorities, the application of a fine equivalent to one base salary to the offender, being him Condo-Owner or not, according to article fifteen of the Ley Reguladora de la Propiedad en Condominio. The amounts obtained from the fine will be designated to make improvements to the Condominium; without prejudice of the correspondent indemnifications thereto.

ARTICLE FORTY EIGHT: The infractions committed by the Condo-Owners or those who receive their rights, will be sanctioned according to the Ley Reguladora de la Propiedad en Condominio in its article twenty three and by what is established in this Bylaw.

ARTICLE FORTY NINE: ARBITRATION CLAUSE: Any and all disputes, claims, differences, disputes or controversies arising out of or in relation to any aspect of this Agreement, its business matter, performance, liquidation, interpretation, validity or any breach thereof, shall be resolved by arbitration in accordance with the bylaws of the “Centro de Conciliación y Arbitraje de la Cámara de Comercio de Costa Rica”. If after fifteen days counted from the Arbitration request, the parties do not reach an agreement, then the parties hereby agree to submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof. An arbitration tribunal of one arbitrator shall decide in law the matters subject to the arbitration procedure. The arbitration procedure shall be administrated by the “Centro de Conciliación y Arbitraje de la Cámara de Comercio de Costa Rica”. The arbitration shall take place in San José, Republic of Costa Rica.

CHAPTER NINE

Extinction of the Condominium, destruction and reconstruction of the premises

ARTICLE FIFTY: According to article two point E of the Ley Reguladora de la Propiedad en Condominio, two or more Units can be reunited or one Unit can be divided if it is executed according to the Law and this Bylaw.

ARTICLE FIFTY ONE: The extinction of the Condominium as a Horizontal Property, as well as that which refers to its destruction and reconstruction will be governed by what is stipulated in Chapter Seven of the Ley Reguladora de la Propiedad en Condominio.

CHAPTER TEN

Approval and Modification of the Condominium and Administration Bylaw

ARTICLE FIFTY TWO: To be completely valid, initially this Bylaw needs to be approved by a unanimous majority according to the Constitution Deed. Its modification can only be done by the vote of qualified majority according to the article twenty seven sub-point number five of Law number 7933.