

LAS MAÑANITAS CONDOMINIUMS
ADMINISTRATOR RULES

INTRODUCTION AND PURPOSE:

Las Mañanitas Condominiums is a privately owned residential community. It is not a hotel or resort. These rules and regulations are intended and have been established to protect the owners and residents of Las Mañanitas and to oversee the use of the complex and its facilities and common areas. Compliance with and enforcement of these rules is deemed in the best interests of the homeowners, their association and the Las Mañanitas properties. It is recognized that the Board of Directors has a fiduciary duty to properly and strictly enforce these rules.

RULES AND REGULATIONS:

A. General

1. a. Las Mañanitas HOA, A.C. (“LMHOA”) is obligated and empowered to monitor and enforce these rules and regulations at all times and as to all owners, tenants and guests. The contracted property manager of LMHOA and any duly elected representative of the LMHOA Assembly from any phase of Las Mañanitas (Board of Directors or Oversight Committee) shall also have authority to enforce these rules. All Las Mañanitas property management and security personnel shall be instructed as to these rules and are empowered and directed to enforce them at all times. Any violation of these Rules shall be documented and reported to LMHOA and its Board of Directors. The Board of Directors has the authority to determine whether any conduct or action constitutes a nuisance. Any violation of a specific provision of these rules, including excessive noise or other conduct clearly disturbing to others, is considered a nuisance. The Board may amend, supplement, repeal, replace or modify these Rules from time to time, as it deems appropriate.

b. Owners who rent or lease their units for any period of time are required to include these Rules and Regulations as part of any lease agreement and shall be held accountable for any infractions on the part of their renters or tenants. Renting and leasing owners are required to deliver a complete copy of these rules to all renters and tenants and all resident guests. In the event an owner fails to deliver a copy of the rules, all renters, tenants, and guests will still be fully bound to comply with these rules. Owners who rent or lease shall be required to deliver a complete copy of these rules to any property manager and/or rental manager engaged in services for the owner and shall direct said manager(s) to communicate all of these rules to any renter or tenant of the owner’s unit(s).

c. All owners shall provide to the contracted community manager of the LMHOA the following:

1. The full names and contact information of all owners of a unit and identification of all units and garages owned; and
2. The name and contact information of their property and/or rental managers.

d. All owners shall maintain a complete and current copy of these rules and regulations in their units for all tenants and guests.

e. All owners and their renters, tenants, guests, and invitees use the swimming pools, spas, gym, fitness center, tennis court, basketball court, common areas, the beach, and the Sea of

Cortez at their own risk. The LMHOA and its contracted managers shall not be liable for any personal injury or property damage suffered by any person using these areas and amenities.

f. Each owner shall maintain his/her unit(s) in good condition and repair at all times, at the owner's expense.

g. As to visitors entering the property of Las Mañanitas for any purpose, all owners, their tenants and guests shall comply with the policy and procedure contained in APPENDIX A of these rules, set forth below.

As to contractors (including property managers, realtors/brokers, repair and construction workers, etc.), all owners and their tenants, and all contractors of any kind, shall comply with the policy and procedure described in APPENDIX B of these rules, set forth below.

2. Owners are completely responsible for the actions, activities and conduct of their guests, renters and tenants while at Las Mañanitas. Any damage caused by an owner, renter, tenant or guest shall be the direct, joint and several responsibility of such owner, renter, tenant or guest, including payment for any common area property damage caused by them.

Children shall not be permitted to play or loiter in the stairways, hallways or elevators.

3. Smoking:

Considering that:

- a. Article 5 of the General Law for the Control of Tobacco (hereinafter the Tobacco Law), Fraction II establishes the need of protection of the right of those non-smokers to live with spaces 100% free of tobacco smoke, and
- b) any annoying or offensive odor or smell is prohibited under the Regime Condominium Rules & Regulations,

no Homeowner, Occupant, tenant, Guest or visitor shall smoke/vape or use a cigarette, cigar, pipe, e-cigarette, marijuana or other substance.

- (1) on any part of the Common Property or Private Areas of Common Use,
- (2) on exterior portions of a Private Unit,
- (3) within interior portions of a Unit with windows open where adjacent Units or areas are impacted by migration of odors,
- (4) in any manner whatsoever, that may:
 - 4.1 disturb or cause an inconvenience to any Person to use and enjoy the Common Property, Private Areas of Common Use, or a Private Unit,
 - 4.2 cause a nuisance to any Person, including but not limited to nuisance from smoke or odors;
 - 4.3 constitute a fire hazard; or
 - 4.4 constitute a health risk to any Person,

and the foregoing areas of (1), (2), (3) include without limiting the generality thereof: streets, parking areas, hallways, stairways, walkways, elevators, balconies, terraces, decks, patios, gardens, pool, spa and pool bar areas, restrooms, gym, tennis court, amenities areas, employee lounges or cafeteria, and storage rooms.

The only exception to the foregoing shall be an area of the Condominium located away from pools and Condominium Units specifically designated by the Administrator in the Administrator Rules for smoking of Tobacco and e-cigarettes by approval of the General Ordinary Homeowners Assembly. However, if smoking interferes with the comfort of other

Homeowners, Occupants, tenants, guests or visitors in these areas, please refrain from smoking or change location.

The established approved smoking area is the BBQ palapa area of each of the Phases of Las Mañanitas, excluding at or near the grills themselves. All residue smoking materials and refuse must at all times be properly contained and disposed of within the ashtrays provided in the smoking areas.

Littering is prohibited anywhere in the complex. Wrappers, fast food containers, or any other garbage must be properly disposed of and not left on the grounds. Litter includes cigarette and cigar butts.

4. General quiet hours throughout Las Mañanitas are 10:00 p.m. to 8:00 a.m. Please be courteous to your neighbors at all hours, inside and outside of condo units.

5. No personal property items or objects, including without limitation bicycles, tricycles, wagons and toys, can be stored or left unattended in any common area.

6. Owners, guests and tenants shall not cause unnecessary noise, disturbance, or noxious odors, and shall not engage in conduct that unreasonably interferes with any other resident's quiet enjoyment of the premises. Inappropriate and prohibited conduct includes but is not limited to the following:

- a. Playing of loud music, loud TV or radio, or loud musical instruments in condo units, on unit balconies/patios, and in any common area.
- b. Pet noises including but not limited to barking or whining dogs or loud birds;
- c. Loud or profane language, yelling, screaming, or threatening behavior; and
- d. Slamming of doors, running or horseplay past quiet time.

7. All movable furniture in condo units and patios (chairs, tables, etc.) should be equipped at all times with noise-reducing pads at floor contact points to minimize noise and disturbance of adjoining units when moved.

8. No fireworks of any kind are permitted on Las Mañanitas property at any time.

9. Climbing on buildings, fences, pool structures, or other structures, or playing in or on the planters and planted areas is prohibited.

10. Condominium units shall be used exclusively for single-family living purposes. Commercial activity by any owner, renter, tenant or guest are strictly prohibited in any condominium unit, garage, or common area. Subleasing of a unit by a renter or tenant is strictly prohibited.

B. Pets

11. Owners and immediate-family guests of owners are allowed to have pets at Las Mañanitas subject to these rules. Tenants and guests are not allowed to have or keep pets in the complex. No more than two pets are allowed per unit, which may be two dogs, two cats, or one dog

and one cat. Birds and fish are allowed so long as no nuisance is created. Exotic, wild or dangerous animals are prohibited.

12. Dogs must be under the control of their owners and on a leash at all times in and on the common areas of the buildings and the complex. Dogs that are the subject of complaints of aggressive behavior, biting a person or being a nuisance due to barking, are subject to immediate impoundment and/or removal, in addition to imposition of monetary penalties. Cats shall not be permitted to roam freely. Cats found roaming freely or causing a nuisance to others are subject to immediate impoundment and/or removal.

13. Pets shall not be allowed to damage grass, shrubs, trees or other portions of the project or to become a nuisance or annoyance to others. Expenses and costs incurred by the LMHOA as a result of damage caused by any pet shall be reimbursed to the LMHOA by the owner.

14. Pets are not allowed to be left unattended on or in unit patio decks, patios, pools, common areas and any other private outside areas.

15. Pet food shall not be left outdoors so as to attract vermin.

16. Pet owners shall avoid allowing their pets to relieve themselves on the complex property and shall immediately clean up any waste product of the pet and properly dispose of same.

17. Owners are financially responsible for any damage caused by their pets. In the event of violation of these rules pertaining to pets, the pet owner and the owner, renter or tenant of the unit in which they are kept shall be jointly and severally responsible for any monetary penalties imposed. Such fines or monetary penalties shall be imposed by the LMHOA in accordance with Paragraph 29 hereof.

C. Use of Swimming Pools, Spas/Hot Tubs, Common Areas and Amenities

18. During any period that any regular and/or special assessments (including any interest or late payment penalties accrued) for a condominium unit are delinquent for sixty (60) days or longer, use of the swimming pools, spas, palapas, grills, patios, gym and tennis court (all common area amenities) by the owners and/or tenants of such unit, including their guests, is prohibited. Violators will be subject to immediate removal from those areas by management and/or security personnel. Additionally, in the event of a violation of this provision, the LMHOA Board of Directors may assess a penalty of \$100.00 for each day that a violation occurs, which shall become an additional assessment on the unit housing the violator(s), in accordance with Paragraph 29 hereof. If a renting owner enters into an agreement with the LMHOA for transmittal to it of the owner's net rental proceeds received from a tenant, that tenant shall be allowed to use all common area amenities in the complex for the period of the tenancy. The payment to the LMHOA must be made by the person or entity receiving rental payment from the tenant. "Net rental proceeds" means gross rental payment less any contracted rental management fee and condo preparation expense owed to a rental manager or agency for that tenancy.

19. Spas and swimming pool usage hours are from 7:00 a.m. to 10:00 p.m. year-round.

Pool and patio furniture must remain on the concrete pool and grill area decks; moving any such furniture (lounge chairs, regular chairs, and large and small tables) is not allowed. This includes movement of furniture (lounges, chairs, tables, and umbrellas) onto any lawn areas

or the beach; the old blue and white furniture stored on the sand areas are provided for that purpose.

Attempting to secure or reserve pool and patio furniture for later use in the same day or the next day, by placement of towels, pads, clothing, etc., is not allowed. Those articles will be removed by security. This insures equal access to pool and patio furniture by all owners, owners' guests, and renters.

20. Pools and spas (hot tubs) are for the exclusive use of the owners, resident guests, and tenants. All owners, tenants, and guests use these amenities at their own risk. No diving, running, excessive noise or rowdy behavior is permitted. Jumping from the spa, pool bridge and cascade rock structures into the pool is prohibited for safety reasons. Placing patio furniture into the spas or pools is prohibited. Parents, guardians and adult supervisors of children must ensure that the children do not introduce sand or dirt into the pools or spas (hot tubs) during use.

Playing ball, ball throwing, and Frisbee throwing are not allowed in or on the swimming pools, spas (hot tubs), pool deck areas and lawn areas adjacent to the pool deck areas of all phases of the complex.

21. Other than properly authorized Special Events (see LM Special Events Policy), the following constitute the maximum number of persons per unit that may utilize the spa/pool areas at any given time: eight (8) persons per 3-bedroom unit; six (6) persons per 2-bedroom unit; and four (4) persons per 1-bedroom unit. "Persons per unit" include all resident occupants [defined as (a) owners and their immediate family members; (b) the actual contracted renters of any unit] and their non-resident guests, combined as a total. Non-resident guests, while using the common areas and permitted amenities (pools, spas, grills, pool area patios, putting green and tennis court), shall be accompanied at all times by the owner or contracted renter inviting them.

Any owner planning a party or event in the common areas, with more than ten (10) guests in attendance, must comply with the Las Mañanitas Special Event Policy, set forth below in Appendix C of these rules, set forth below. Tenants of condo units cannot reserve the common areas and amenities for any purpose.

22. All children under the age of sixteen (16) must be directly supervised by an adult at all times while in the swimming pools. Children who are not toilet-trained are not permitted in the spas (hot tubs) under any circumstances, or the swimming pools unless wearing a proper "swim diaper". No one, including children, is allowed to enter the pools or spas with sand, dirt or debris on their bodies. No eating directly over the pool and spa water surfaces is allowed. Parents and/or supervising adults are responsible for ensuring compliance with all rules with their children. Children under the age of six (6) are not allowed in the spas (hot tubs) at any time. Children between the ages of six (6) and twelve (12) must be accompanied by a responsible adult at all times while in a spa (hot tub) and the putting green, with the adult actually in the spa (hot tub) with such child for purposes of direct supervision.

23. Only beverages in paper, plastic or metal containers are permitted in the spa, pool, patio and pool palapa areas. **NO GLASS---NO EXCEPTIONS, INCLUDING IN THE SWIM-UP PALAPAS AT EACH POOL.**

24. Pets are strictly forbidden in the spa or swimming pool areas, except pets on a leash and under the control of the owner are permitted for ingress and egress to the beach through the pool areas.

25. Radios and music players must be kept at low volume in the spa/pool areas and grill patio areas.

D. Gym/Weight Room, Tennis/Basketball Court and Car Wash

26. (i) Use of the tennis/basketball court and gym/weight room facilities are limited to one (1) hour per owner/tenant when others are waiting to use them. Children under 12 must be accompanied at all times by an adult when using the gym and free weights. The gym/weight room and car wash cannot be used by any person other than owners, resident guests of owners, and lawful tenants/renters. Use of the gym and car wash by non-resident guests or other visitors is strictly prohibited.

(ii) Reservation and Use of Las Mañanitas Tennis Court:

Use of the tennis court and basketball area (“court”) is limited to Las Mañanitas unit owners, lawful tenants/renters of units, and permitted guests of owners and lawful tenants/renters. A “permitted guest” is a person not resident at Las Mañanitas who has been invited by an owner or lawful tenant/renter resident at LM, subject to the rules below.

The following rules shall apply to reservation and use of the court:

(1) The court shall be used only for playing tennis, pickle ball, or basketball. No roller-skating, rollerblading, skateboarding, or bicycle or scooter riding is allowed. The lights must be turned off after use.

(2) No glass containers, food, or smoking materials are allowed on the court or its enclosure.

(3) Reservation of the court cannot be made more than 24 hours in advance of the time reserved. Reservation may be made only by signing the reservation sheet at the entrance to the court, completing all required information. Court time reserved for use by an owner or lawful tenant/renter, with or without permitted guests, is limited to one (1) hour per reservation. At the end of the reserved hour of use, if no other owner or tenant/renter has entered a reservation on the reservation sheet, then an additional reservation for one (1) hour is permissible. Courtesy to others waiting to use the court is requested at all times to allow maximum enjoyment of the court. Reservation and use of the court is allowed only between the hours of 6:00 AM and 8:00 PM.

(4) Permitted guests on the court shall be accompanied at all times by the inviting owner or tenant/renter. Use of the gym and weight area by any nonresident guests is strictly prohibited (Rule 26 of Las Mañanitas Condominiums Rules and Regulations). All permitted guests are required to register with Las Mañanitas security upon entry to the complex, providing personal identification and vehicle information, and will be issued a copy of the Las Mañanitas Zero Tolerance Policy. All permitted guests shall observe and comply with all complex rules and policies at all times.

(5) A. The number of permitted guests using the court at any one time shall not exceed four (4), without advance request and approval granted by Las Mañanitas HOA management as a Special Event, as provided in the Las Mañanitas Special Events Policy. Special Event

approval for the court may only be requested by and granted to Las Mañanitas unit owners, and not tenants/renters. Approval will not be considered or granted for a Special Event on the court more than once per week per condominium unit.

B. Invitation extended by owners and tenants/renters for use of the court to tennis or pickle ball clubs, leagues, persons staying at local hotels or resorts, or other public-participation organizations is prohibited. Commercial activity on the court by any person or organization is also prohibited.

C. Permission or approval granted for a Special Event on the court shall not extend to or include use of any other Las Mañanitas amenities, including gym/weight area, pools, pool palapas, or barbecues.

(6) Las Mañanitas HOA reserves the right to decline use of the court by non-resident guests during high occupancy periods and at any time that the use by non-resident guests is determined to obstruct or interfere with court use by Las Mañanitas residents. The HOA further reserves the right to remove any non-resident guest that is disobeying existing rules and policies, and to bar such person(s) from future use of the court and/or entry into the Las Mañanitas property.

E. Bicycles, Skateboards, Wheeled Vehicles, Etc.

27. For safety and property maintenance reasons, riding of tricycles, bicycles, scooters, skateboards, roller skates and other wheeled devices, toys or objects is not permitted in or on the building hallways, sidewalks, spa/pool areas, grill patio areas or lawn areas of the complex.

F. Alterations, Major Construction and Renovation in Units

28. To avoid or minimize discomfort to other residents, any Major Construction or renovation work in any condo unit or patio should be done to the greatest extent possible during the “off season” period, from June 15 to October 15. Renovations or construction by new owners of condo units prior to initial occupancy are not limited to these months but should be promptly undertaken after final closing. Any such work shall be limited to the hours between 8:00 AM and 6:00 PM on weekdays, and 9:00AM to 1:00PM on Saturday (no work on Sunday’s). No noise before 9:00AM or after 5:00PM. This allows set-up, prep and cleanup to proceed in the work hours stated above without disturbing neighbors unduly. Any owner desiring to undertake major work of this type is required to notify the contracted property manager of the LMHOA and/or the Board of Directors at least 45 days prior to commencing the work and provide a timetable for duration of the work, so that the Architectural Committee can be consulted where applicable and other LM owners can be notified in advance.

Major Construction/Renovation is generally work requiring more than one week and with a value more than US\$5000 or that may be noisy in nature and generate debris (i.e. tiling, drywall removal, hammering). Owners are encouraged to be present to supervise construction.

Additional Guidelines:

- Tile work should be undertaken during August and September only. Tile to be cut inside the condo and not on the deck (or the deck tented to reduce dust and noise).
- Shut windows and doors to reduce spread of noise (including during cleanup-Shop Vac use)

- Elevator pads should be used in elevators to protect from equipment and materials. LM Community Manager to be notified when these are needed and the HOA will install them.
- A list of trade contractors that will require access to/from the Condo Unit must be supplied to LM Community Manager at least 24 hours in advance of commencing work.
- Construction debris cannot be thrown in Las Mañanitas garbage bins. Trade contractor must haul away its trash and clean-up common areas each workday (concrete, sheet rock, aluminum frames, tiles, wood, hazardous substances, oil, paint, glass among others as determined by the LM Community Manager).

The HOA may impose a refundable or non-refundable deposit for payment prior to commencement of work or assess costs for repair of damage to common areas. A deposit is less likely to be required during the months of August/September.

G. Enforcement

29. Compliance and the enforcement of these rules and regulations as to all owners, tenants and guests shall be accomplished through the issuance of Violation Notices to the responsible unit owner, and establishment of remedies, including direction to correct the violation or assessment and/or levy of penalty fines against the owner, all to be determined by the Board of Directors in their reasonable discretion **in accordance with Appendix D attached hereto**. Levied fines and penalties for violations shall become immediately due and payable to the LMHOA and shall constitute an additional assessment on the unit housing the violator(s), subject to collection, penalties for late payment and lien enforcement as provided by law and the LMHOA resolutions and rules. Any owner wishing to respond to the Board of Directors as to a Violation Notice shall do so within ten (10) days after being notified of the violation. The Board shall determine whether a violation occurred and the remedy or penalty within 21 days after issuance of the Violation Notice and shall promptly inform the owner and the Administrator of its decision. Fines for continuing violations may be imposed for each day that the violation continues. Payment of fines shall be made at the location designated by the LMHOA Board and placed in the Reserve Fund of the HOA. In the event that a renter or tenant engages in conduct in violation of these rules and regulations in a manner deemed by the LMHOA to be serious and/or repetitive, the LMHOA, by its Board of Directors, may take all necessary legal action to terminate the tenancy and evict the tenant from the unit and the complex.

H. Non-Delegation

30. An owner may not assign, delegate, transfer, surrender or avoid the duties, responsibilities, and liabilities of an owner under these Rules; such an attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

**APPENDIX A
VISITOR PASSES AND VISITOR VEHICLES**

All visitors (“visitor” is defined as a person visiting a condominium unit occupant, i.e., an owner or renter of that unit), upon entering Las Mañanitas property, shall immediately register with Las Mañanitas Security at the main entrance to the property and provide their names and addresses, photo identification, and the name and unit number of the occupant to be visited. Visitors will be allowed to remain on the property only if Security verifies with the unit occupant that the occupant is actually on the property and confirms the identity of all visitors. The vehicle(s) of any visitor(s) must also be registered with Security at the time of entry to the property, for which a temporary permit may be issued for a period not to exceed 24 hours. The vehicle permit must be displayed inside the front windshield of the vehicle at all times while on the property. No visitor vehicle is allowed on the property without registering and displaying a permit.

All visitors shall comply with all rules and regulations of Las Mañanitas. Unit owners and renters are personally responsible for informing all visitors of the rules and regulations and are personally responsible for any rules violations and property damage/expense resulting from the conduct of any visitor.

No visitor pets are allowed on Las Mañanitas property at any time.

No “Open House” visitors will be permitted on the property, in any building or in any unit unless accompanied by the unit owner or an authorized realtor or broker. The owner or realtor/broker is required to meet such visitors at the security station or gate.

All contractor visitors authorized to perform work on the property or in any unit must register in the manner described in this rule.

All onsite staff, including any management entity working on behalf of the LM HOA, and all staff of property/rental managers for LM units must wear a name tag with their name and company affiliation to be permitted on the property for work purposes.

Any visitor that refuses or fails to comply with this and all other rules and regulations of Las Mañanitas will be barred from entry to the property and removed if necessary.

The following is the registration form required for all visitors and their vehicles, which may be issued only by Las Mañanitas Security and/or Management on-site:

VISITOR AND VEHICLE REGISTRATION FORM

Date: _____ Name: _____

Address: _____

Phone: _____ Make and Model: _____

Vehicle Owner: _____

Vehicle License Plate Number: _____

Name of LM Unit Occupant: _____

Unit Number of Occupant: _____ Phone: _____

Names of all other visitors: _____

APPENDIX B
COMMERCIAL CONTRACTOR ACCESS AND PRESENCE
ON LAS MANANITAS PROPERTY

All contractors, property managers, realtors, real estate brokers, and their employees ("Contractor" herein) are required to comply at all times with the following regulations regarding access to and presence on Las Mañanitas ("LM") property:

1. All property managers and real estate sale and rental firms desiring to conduct business at LM are required to inform LM Community Manager in writing of the identity, by name and position, of all employees and agents of the firm that will or may be requesting access to LM property for that purpose. The information is required to be updated as to new or terminated employees and agents so as to maintain a current list at all times.
2. No Contractor shall enter onto LM property, including parking areas, unless each has checked in with LM security at the main entrance gate. Contractor access to and presence at LM shall be permitted only between the hours of 8:00 AM to 8:00 PM daily, except in the event of an emergency. In the event of an emergency, Contractor shall immediately notify LM Community Manager of same and the need for access to LM. However, if a Contractor engages in construction or repair work in a condo unit, such work shall occur only between the hours of 8:00 AM and 6:00 PM and from Monday through Saturday only.

In the event of an emergency, or the need for other communication by Contractor or an owner with management or security, please contact Community Management:

David Alanis: 624 235 4199
Diana Noriega: 624 235 4198 OR
LM Security: 624 105 2678

3. At the time of entry, LM security shall require and Contractor shall supply the following information to LM security staff on duty:
 - a. Personal identification of Contractor and the Contractor's employer or principal, by showing current, government-issued identification.
 - b. Personal identification by name of all persons accompanying Contractor (e.g., prospective purchasers, clients, etc.).
 - c. Statement of the purpose of the visit to LM property, including the specific unit or area to be visited, identification of the owner of such unit, and the reason for entry and access.
 - d. All the above information shall be documented when received by LM security staff in a security log required to be used for that purpose.
4. Contractor will be issued a Contractor Pass by LM security which shall be carried by Contractor at all times while on LM property, and which shall be returned by Contractor to LM security upon leaving LM property. Contractor must show the Contractor Pass to LM security or management upon request.
5. If Contractor fails to comply with any of these regulations, Contractor and those accompanying Contractor shall be denied access to LM property and/or shall be escorted off the property by LM security or LM management. A first violation will result in the issuance

of a written warning to Contractor. Subsequent violations will result in temporary or permanent denial of access to LM property by Contractor, as determined by LM management and LM administration.

6. This regulation, other than a requirement that LM security obtain identification and verification of purpose of entry, does not apply to utility company, government, public service, or routine service personnel (e.g., trash removal) required to enter LM property to carry out their assigned duties.

CONTRACTOR ACKNOWLEDGMENT: The undersigned Contractor acknowledges and agrees as follows:

A. To comply with this regulation, which is intended to (1) limit access to Las Mañanitas to parties with legitimate business interests and (2) improve security for our owners, authorized guests, and renters.

B. To keep Contractor's list of employees and agents current at all times; and

C. That any refusal or failure to comply with this regulation will be communicated to Contractor, that the failure of Contractor to correct the violation or noncompliance will result in the denial of access to LM property, and that continued noncompliance may result in Contractor being temporarily or permanently banned from entering upon and doing business at Las Mañanitas. The sanction for noncompliance or violation is acknowledged to be vested in the discretion of LM management and LM administration.

DATED: _____

CONTRACTOR: _____

By Its Authorized Agent

APPENDIX C LAS MAÑANITAS SPECIAL EVENTS POLICY

Las Mañanitas barbecue palapa common areas, excluding all pools, pool bars, restrooms and patio areas may be reserved for exclusive use by an LM owner and his attendees for special events (parties, weddings, birthday celebrations, social events, etc.) only if authorized and reserved in advance and excluding any black-out dates listed below. This process helps with scheduling, keeps security informed, avoids conflicts in use of the areas and minimizes inconvenience to other owners, especially during high-use holiday periods. Renters, owner-guests and non-residents cannot reserve common areas for exclusive use for any purpose and must ensure that their use of common areas does not impede use by any other owner, owner-guest or resident. Notwithstanding the foregoing, Las Mañanitas HOA, A.C. (LMHOA) may reserve any common area at any time period for events that it holds on behalf of all owners or for the purposes of conducting the business of the LMHOA.

All requests for authorization of a special event must be made through the LM Community Manager. All requests should be directed to David Alanis or Diana Noriega at:

Condominios Las Mañanitas
Paseo San Jose Lote 1
Zona Fonatur
San Jose del Cabo, B.C.S., Mexico
CP23405

Emails: lmhoamanagement@hotmail.com
David Alanis – 624 235 4199
Diana Noriega – 624 235 4198

BLACK-OUT PERIODS

December 24 to January 2, inclusive – Christmas/New Year’s week
From Saturday through Monday of American President’s holiday (3rd Monday of Feb)
Feb 5 to Feb 6 inclusive - Mexican Constitution day (Feb 6)
Feb 23 to Feb 24 inclusive - Mexican Flag Day (Feb 24)
Mar 19 to Mar 20 inclusive - Benito Juarez Birth (Mar 20)
From Saturday 8 days prior to Easter Sunday through the Sunday following Easter Sunday.
April 30 to May 1 inclusive - Mexican Labor Day (May 1)
May 4 to May 5 inclusive - Puebla Battle (May 5)
Friday, Saturday, or Sunday of an annual or special Owners’ meeting (early Nov)
Nov 19 to Nov 20 inclusive - Mexican Revolution Day (Nov 20)
From day before American Thanksgiving through to the next Sunday after Thanksgiving (Thanksgiving is 4th Thursday in Nov)

Authorization must be granted at least fourteen (14) days in advance of the event for which the authorization is requested. Some events will require payment of a fee, at the discretion of LM management, depending on the nature of the event and the number of intended participants. At the discretion of LM management, a non-refundable deposit to pay for clean-up or damage may be required. Any fee or deposit will be based on consideration of the size of the event and number of participants, any costs to be incurred by LM (e.g., administrative, staff time or labor), use of facilities and equipment, inconvenience to owners or other adverse impact. LM management shall have discretion to determine the amount of any fee or deposit,

whether an event is authorized, and in which phase of LM an event shall be located (having regard to impact on owners).

Certain documentation will be required to obtain authorization and reservation. A Special Event Request Form must be fully completed and provided to LM management at least fourteen (14) days before the date of the event, and written authorization must be issued by LM management before the event may take place. Special events will be authorized and reserved on a “first-come, first-served” basis. A sample Special Event Request Form is attached to this statement.

Participants (owners and all guests) in special events must adhere to all established rules and policies of LM, which have been distributed to all owners. A list of attendees of a special event not in residence at LM must be provided to Security 48 hours in advance of the event and said attendees must sign-in with Security at the front gate. The owner scheduling the special event will be responsible for any damage caused to LM property as a result of the event.

LM rules and policies can also be accessed on Associa’s website for LM on Townsq.

The owner scheduling the event must be present at all times during the event and shall be fully responsible for ensuring that all participants comply with all LM rules and policies.

Please note that only one special event for any given time and date will be authorized in the common areas of LM. In this manner, only one BBQ/palapa will be occupied for the event. The purpose of this policy is to limit inconvenience to other owners, ensuring that at least two BBQ areas remain open for normal use.

The owner scheduling the event will be responsible for removing all garbage and debris from common areas and depositing same in proper receptacles; common area grounds must be restored to the same condition they were in prior to the event. Failure to comply with this clean-up requirement will result in the imposition of a clean-up fee upon the scheduling owner.

In compliance with existing rules and policies, all events will begin no earlier than 9:00 a.m. and shall conclude no later than 10:00 p.m. and be a maximum of 4 hours in length. Usage of the barbecue palapa common areas for special events shall be exclusive to event participants during the time period authorized.

Use of any common area during a special event shall be at the risk of the owner scheduling same and the participants at the event. LM management and administration are not responsible for any injuries or property damage caused by or resulting from the use of the common areas.

REQUEST FORM
LAS MANANITAS COMMON AREA RESERVATION REQUEST

(Submit at least 14 days prior to requested special event, with all information completed. You will be promptly notified of the decision on the request. Submission of this request is not a guarantee that the event can be accommodated or will be approved and authorized.)

NAME: _____ CONDO UNIT: _____

Mailing Address: _____

Telephone: _____

Email: _____

Event Description: _____

BBQ Common Area Requested:

Requested Date: _____ Start and End Time: _____ (Max 4 hours)

Total Number of Participants: _____ A list of attendees not in residence at LM must be provided to Security 48 hours in advance of the special event and said attendees must sign-in with Security at the front gate.

CONDITIONS OF USE:

1. Prior to the event, applicant must obtain written authorization from LM Management approving this application and reservation.
2. Applicant shall be responsible for insuring compliance, at all times and by all participants, with established rules and policies of Las Mañanitas; applicant acknowledges that he/she has received a copy of or is otherwise familiar with those rules and policies.
3. Any changes made to the event will be reported to LM Management and will require approval.
4. Applicant is required to be in attendance for the duration of the event.
5. Applicant shall be solely responsible for cleaning the reserved areas and returning them to the condition in which they existed prior to the event. If applicant fails to properly clean and restore the areas used, LM Management may clean and restore same and all associated costs incurred shall be reimbursed by applicant.
6. Applicant shall be solely responsible for any damage caused to the common areas and/or facilities and equipment used and shall promptly reimburse LM Management for the cost of any necessary repairs caused by or during the event.
7. Applicant acknowledges that LM Management has sole and complete discretion in approving or disapproving this request.

8. Applicant acknowledges and agrees that Las Mañanitas Homeowners Association (LM HOA), and its managers, agents, employees, contractors and subcontractors, officer, directors and representatives, shall not be liable for any damages or claims, including property damage or injury to persons, or any other expense occurring as a result of the event. Applicant agrees to fully indemnify, and hold said parties harmless from any claims, actions or suits for damages asserted by any person or entity, including any participant or invitee of the authorized event, arising from or connected with the event.

_____ Date: _____
Signature of Applicant/Responsible Party

APPENDIX D

INFORMATION ON ENFORCEMENT OF LAS MANANITAS RULES AND REGULATIONS

TO: ALL CONDO UNIT OWNERS OF LAS MANANITAS AND ALL RENTAL/PROPERTY MANAGERS

The Board of Directors of Las Mañanitas Condominiums has established, pursuant to BCS condo law, regime rules of all phases, and the administrative rules of the Las Mañanitas HOA (see Attachment 1), the following standards for enforcement of rules and penalties for violations:

- A. For a first-time rule violation, a written warning notice (notices to be delivered personally, by email, or by posting on unit door) will be issued to the violating occupant and the unit owner (including guests and renters).
- B. For a repeated violation of the same rule or a violation of another rule by the same occupant or owner, a fine will be imposed on the violator (renter, guest, or owner) and the owner of the unit. Fines can range from a minimum of \$200.00 (USD) to a maximum of \$500.00 *per violation*.
- C. For repeated violations of rules, after notice is given of the violation(s), the LM HOA administration may bar and suspend use by the violator (owner or renter) of the common areas and common area amenities (pools, palapas, gym, grills, etc.) for a specified period of time OR until the violation, if ongoing, is cured or terminated.
- D. For extreme or repeated violations by a renter or guest, after notice is given of the violation(s) to the violator and unit owner, the LM HOA administration may take all necessary steps to terminate the privilege of occupancy and evict the violator from the complex.

ATTACHMENT 1

PROVISIONS OF BCS CONDO LAW, REGIME RULES, AND ADMINISTRATIVE RULES REGARDING ADMINISTRATOR ENFORCEMENT

A. Regime Rules:

1. Phase 1:

ARTICLE 57. The Assembly of the ASSOCIATION OF CONDOMINO will be able to impose disciplinary measures to the violators of the present Regulation, through the temporary suspension of the voting rights of said CONDOMINIUMS in the Assemblies; suspension of the right to use the Pool Area; by imposing pecuniary sanctions for virtue of said violations; and requesting the intervention of the Municipal Authority.

2. Phases 2 and 3:

18.3 GENERAL OBLIGATIONS OF THE ADMINISTRATOR

(a) To enforce these Rules and Regulations and the Architectural Guidelines through the appropriate means, and to comply with the obligations of the Administrator contained in this document.

18.4 RULES OF THE CONDOMINIUM

The Administrator shall have the faculties to adopt, amend or repeal any Condominium Rule (“Rules”) that may include the establishment of a system of fines and late charges.

B. LM HOA Admin. Rule 29:

Compliance and the enforcement of these rules and regulations as to all owners, tenants and guests shall be accomplished through the issuance of Violation Notices to the responsible unit owner, and establishment of remedies, including direction to correct the violation or assessment and/or levy of penalty fines against the owner, all to be determined by the Board of Directors in their reasonable discretion. Levied fines and penalties for violations shall become immediately due and payable to the LMHOA and shall constitute an additional assessment on the unit housing the violator(s), subject to collection, penalties for late payment and lien enforcement as provided by law and the LM HOA resolutions and rules. Any owner wishing to respond to the Board of Directors as to a Violation Notice shall do so within ten (10) days after being notified of the violation. The Board shall determine whether a violation occurred and the remedy or penalty within 21 days after issuance of the Violation Notice and shall promptly inform the owner and the Administrator of its decision.

Fines for continuing violations may be imposed for each day that the violation continues. Payment of fines shall be made at the location designated by the LMHOA Board and placed in the Reserve Fund of the HOA.

In the event that a renter or tenant engages in conduct in violation of these rules and regulations in a manner deemed by the LMHOA to be serious and/or repetitive, the LMHOA, by its Board of Directors, may take all necessary legal action to terminate the tenancy and evict the tenant from the unit and the complex.

C. BCS Condo Law (2016):

Article 40 empowers the Administrator to enforce the condominium laws and condominium regulations.

Article 47 provides that the Administrator may suspend access to common areas and provided services for violation of condominium regulations.

Article 61 provides the Administrator with power to impose economic sanctions for violation of condominium regulations.