COSTA DIAMANTE
THE JEWEL OF SANDY BEACH
ADMINISTRADORA DEL CONDOMINIO CD A.C.
PASEO DEL CORAL SECTION F-2
638-382-8616

COMMITMENT LETTER TO THIRD PARTY RENTER

This document is presented with the purpose of advising and commitment for the obligations and restrictions for each one of the Individual Occupants and Owners of Residence or Lot in the Condo Regime **"COSTA DIAMANTE"**.
For the sake of brevity, the following terms will be used:

ASSOCIATE: People or persons or entities that are proprietors of buildings or by right of Trust for buildings that are located within the tourist development **"COSTA DIAMANTE"**, of which is comprised the Civil Association. That they use common area and services of which each and every one of the Associates benefits with his use, which hold their activities to the resolutions of the General Assembly of the named Association **"ADMINISTRADORA DEL CONDOMINIO CD A.C"**.

ASSEMBLY: General Assembly of **Administradora del Condominio CD A.C. Association.**

BOARD: The Board of Directors designated by means of By-Laws and meetings of the General Assembly.

PROPERTY OWNER: The one person or entity that contracts with the third party renter.

RENTER: The one person or entity who acquires the use rights and enjoys the amenities granted by the rental contract with the **PROPERTY OWNER.**

TERMS AND CONDITIONS

I do hereby promise before the PROPERTY OWNER AND/OR ASSOCIATE and also with the ASSOCIATION, in my capacity as RENTER to abide by the rules as set forth in the following.

Chapter II.- Rights and obligations of the associates Article 4.-

Besides the RULES indicated in **CHAPTER VI; ARTICLE 12,** of By-Laws of the ASSOCIATION, this document, by means of its legal representative shows that other preventive measures have been taken with the purpose of preserving the security and tranquility of the Community formed by the Neighbors of **COSTA DIAMANTE.** They are as follows:

A) 1. **ATVS, MOTORCYCLES AND OFF-ROAD VEHICLES** are restricted to the entering and exiting of the roads in **COSTA DIAMANTE** through the security guard shack only, and at a maximum of 10 km. per hour.

2. **ATVS, MOTORCYCLES AND OFF-ROAD VEHICLES** are prohibited from accessing the beach, common areas and walkways within **COSTA DIAMANTE.**

B) BANDAS, GRUPOS NORTENOS, and ALL LIVE MUSICAL BANDS) are strictly prohibited within the Development **COSTA DIAMANTE.**

C) The use of **all type of fireworks** is strictly prohibited within the Development **COSTA DIAMANTE** and its respective beach. In case of any damage to third parties; whether they be against persons or structures, you will be made responsible to cover the expense to repair the damage or injury. In case of failure to cover those responsibilities, we would ask the Local Authorities for their support.

D) Always be respective of your neighbors. **Excessive noise will not be tolerated after 10:00 P.M.** Thus a moderate noise level needs to be maintained from all electronic equipment.

E) It is **strictly prohibited to walk on the plants** located in the common areas of the Development **COSTA DIAMANTE**. Please use the installed walkways to traverse the common areas or to access the beach.

F) RESTRICTIONS:

1. **Only renters who are on the contract** will be allowed access to the development Costa Diamante. No other person may have access to the development Costa Diamante.

2. **A maximum of three vehicles** will have access to the development Costa Diamante.

G) RESPONSIBILITIES:

1. According to Article 21, in the event that a defaulting associate is not current with payments to the HOA, the association has the right to prohibit access, security, etc. to all renters of the associate's property.
2. Only and exclusively guests who are part of the rental contract will be allowed to use the facilities of Costa Diamante. No outside guest will be allowed to use the facilities within Costa Diamante.

I) *COSTA DIAMANTE (ADMINISTRADORA DEL CONDOMINIO CD A.C.)* IS NOT RESPONSIBLE FOR LOSS OR THEFT OR ACCIDENTS WITHIN THESE FACILITES

H) ANY OTHER RULE THAT THE BOARD OF DIRECTORS PLACES IN EFFECT DURING THE TERM OF THE RENTAL CONTRACT.

RENTER) I understand each one of the rules mentioned above and am committed to adhere to and to fulfill during the duration of my Rental Contract with **PROPERTY OWNER AND/OR ASSOCIATE.**

In case of breach of any of the Rules mentioned in Chapter II, on the part of **RENTERS**, will be subject to SANCTIONS stipulated in CHAPTER VIII (The Sanctions), Articles 19 to 21 of By-Laws and in addition, payment of fines of $200.00

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RENTER **PROPERTY OWNER/ASSOCIATE**