



**PASEO DEL SENDERO**  
VISTACANA

RULES AND REGULATIONS FOR DESIGN PARAMETERS

# **VISTACANA**



# VISTACANA

A WORLD OF MOMENTS



# TABLE OF CONTENTS

## I. TABLE OF CONTENTS

## II. PROLOGUE

- A. Purpose and mandatory nature of the rules and regulations
- B. Administration and Development Unit
- C. Maintenance service and fees
- D. Prohibitions and exceptions
- E. Approval for construction plans

## III. RESIDENTIAL USE

- A. Lots for single family homes
- B. Areas and percentages
- C. Setbacks and boundaries
- D. Roofs and heights
- E. Property separated by dividers and/or fences
- F. Parking

## IV. PARAMETERS FOR ARCHITECTURAL DESIGN

- A. Forms and styles
  - 1. Architecture



# **PROLOGUE**



## **PURPOSE AND OBLIGATION OF RULES AND REGULATIONS**

The purpose of the present document is to preserve and guarantee the quality of the project VISTACANA, which throughout this document will be referred to as "The Project". With that being established, all buyers, tenants, or residents of any apartments, lots, or any other portion of land within the project are obligated to abide by and comply with the rules and regulations. This obligation also stands for all future buyers, tenants, or residents of the project with no exceptions.

The rules and regulations will be attached to all contracts to be signed by the buyers or beneficiaries of any apartments, lots, or any other portion of land within the project and will be an integral part of the signing of said contracts. The entirety of the clauses within the regulations will constitute determining and essential elements without which the contract cannot be formed.

The owners of any apartments, lots, or any other portion of land within THE PROJECT and its successor in title, must reproduce in the sale or assignment agreements, any title that said properties have as their aim. All the provisions contained in THE RULES AND REGULATIONS, leave the administrator of THE PROJECT, currently named VISTACANA, with the authorization to register them, before the corresponding Registrar of Titles, as "EASEMENT AREA FOR PUBLIC USE" will affect said properties in the hands of any successor in title, for the benefit of the other plots of THE PROJECT.



# **RULES AND REGULATIONS**




## **ADMINISTRATION AND DEVELOPMENT**

The Project will designate a Development Unit that will be in charge of the planning of the Project. This unit will also be in charge of, the administration, and the maintaining of the following in good condition, all access roads, distribution channels, pedestrian crossings, green areas, interior and exterior gardens, gates, metal bar enclosures, perimeters, and all other common areas of the Project. The Development Unit must ensure that all owners and users respect the rules and regulations.

The administration of the Project, currently in the hands of **VISTACANA**, may not be substituted in its powers and attributions, especially those relating to the designation of the Development Unit, through assemblies, meetings, or decisions assumed by the owners of villas or apartments within the project.

The functions and attributions of the Development Unit are the following:

- 1) Grant written approval for all plans submitted to build any building, structure, or for any annex or alteration of existing ones, including walls, fences, gates, or hedges to be used as gates.
- 2) Authorize in writing any removal, reduction, cutting, filling, or excavation of land, as well as clearing of any trees or changes in vegetation. This authorization must be granted for the smallest amount of movements or changes of the land and its vegetation and be proposed in the submitted plans and its specifications.
- 3) Make sure that all construction that is being carried out is in accordance with the submitted plans and with the construction safety regulations.
- 4) Modify, remove, eliminate, or alter the provisions relating to the structure of the buildings to be built, being able to change it from a single-family home to that of an apartment.
- 5) Modify the rules and regulations in order to readjust their content to better the management of the project, provided that said modifications does not violate the acquired rights of the owners. The Development Unit may also authorize any



modification or variation to the regulations and provisions specified in these rules and regulations.

- 6) Make the necessary changes in the design of lakes, sand traps, or any other designs that need to be modified because it is impossible to execute, terrain does not allow it, or any other reasons. Both the Unit and the Administrator of the project are responsible for building the project as presented in the master plans, models, and other promotional materials.

## Notes

The prior attributions are merely examples; therefore, the Development Unit may establish all the necessary measures for the proper development of THE PROJECT.

The domicile of the Development Unit will be determined by the Unit itself in a convenient location, one of which the owners must be made aware of.




## **MAINTENANCE SERVICES AND FEES**

Each owner will be responsible for paying the corresponding official and municipal bodies for the corresponding expenses. The expenses include the supply of electricity, drinking water, garbage collection, etc. An obligation that an owner agrees upon with the administrator of THE PROJECT, if it is able to provide such services, either by its own means or through third parties, the owners must sign the corresponding service contracts. For these purposes, the necessary meters may be installed at the expense of each owner.

Every owner agrees to pay the administrator of THE PROJECT the monthly cost for maintenance services, and for any deficit that occurs. These maintenance services include the garden and the areas around their property, as well as the access roads and the roads adjacent to it. Further provisions of the monthly maintenance appear below in these regulations. It is understood that in the absence of payment of any of the bills presented, or if not paid in full, in the indicated manner and in the previously established deadlines, the administrator of THE PROJECT may immediately discontinue the supply to the owner in default, of any or all services. The administrator would not need to give advance notice or exhaust other friendly procedures and will not be held responsible. In the event that the administrator decides not to make use of his prerogative and decides to continue with the supply, despite the owner having failed in his obligation to pay the corresponding invoice, the administrator may charge the owner an interest of two percent (2%) per month, as a way to compensate and penalize the lack or delay in payments. However, the parties agree that the decision that the administrator may make in this regard at any time or under no circumstances may constitute or be interpreted as an amendment to this contract, or the granting of a grace period in favor of the owner to pay the total amount in full, within the established deadlines. The administrator at its own discretion may apply any payment that the owner makes for the maintenance expenses, energy supply, water, or any other service, without the need for prior notification or agreement.






Every owner agrees to pay the administrator for the following services at the moment of installation:

- I. **Water meter:** US\$ 100.00

The monthly payments for the services below are the following:

- **SINGLE FAMILY VILLAS:** US\$ 80.00
  - Maintenance of the garden (replacement not included)
  - Beautification & maintenance of common areas
  - Maintenance of the treatment plant
  - Street maintenance and repair
  - Fumigation in common areas
  - Electricity in common areas
  - Garbage collection
  - Security
  - 30 cubic meters of drinking water
  
- **TOWNHOUSES:** US\$ 110.00
  - Maintenance of the garden (replacement not included)
  - Beautification & maintenance of common areas
  - Maintenance of the treatment plant
  - Street maintenance and repair
  - Fumigation in common areas
  - Electricity in common areas
  - Garbage collection
  - Security
  - 30 cubic meters of drinking water
  
  
- **APARTAMENTS**
  - 1 Room US\$ 75

- 
- 2 Rooms US\$ 90
  - 3 Rooms US\$ 100
  - Pool maintenance
  - Maintenance of the garden
  - Beautification & maintenance of common areas
  - Maintenance of the treatment plant
  - Street maintenance and repair
  - Fumigation in common areas
  - Electricity in common areas
  - Garbage collection
  - Security
- **VACANT LOTS:** US\$ 50.00 per lot
    - Valid only until construction deadline; after that it will be the same price as a Single-Family Villa.
  - **POOL MAINTENANCE**
    - For Single Family Villas and Townhouses: US\$100.00.

The following services below are billed separately on a monthly basis:

- **Water according to the contract with THE PROJECT:** fixed monthly charges (up to a consumption of 10 mt<sup>3</sup>) at US \$5.00 per month and the additional water costs at US\$ 0.25 per mt<sup>3</sup>

All the fees detailed in this section will be periodically updated by THE PROJECT administrators according to the local variation in the price of inputs.

Every owner has the obligation to maintain their properties and their landscaping in proper condition so that the image of THE PROJECT is not degraded.



## **PROHIBITIONS AND EXCEPTIONS**

All land belonging to THE PROJECT will be used exclusively for the construction of residential and / or commercial family homes. Each lot has been specified for its purpose, the construction of any building or structure that is not for its intended purpose is expressly prohibited.

The construction of any building or structure will not be allowed without prior written approval of the Development Unit.

Work that goes beyond the established boundaries of the property will not be allowed.


If it is necessary to alter the architectural design, appearance, or external color of the existing buildings or structures in any way, a permit must be previously requested from the Development Unit. The Development Unit will then decide whether or not to approve it to make said changes.

The prior written authorization of the Development Unit will be required for any removal, reduction, cutting, or excavation of the land, as well as for the clearing of any trees or shrubs and changes in the vegetation. No tree may be removed without the prior written authorization of the Development Unit unless it is located within less than ten (10) feet of the approved construction site.

In the event that it is necessary to transplant or remove a specific tree, a landscaper should perform a diagnosis in order to determine its status and the possibility of transplantation. If a tree cannot be transplanted, for each tree that is removed, three (3) new trees must be planted. A proposed location for them must be submitted to the Development Unit for review and approval.

When this happens, the landscaping plans must be submitted to the Development Unit before proceeding with the removal in question. This must be previously approved in writing by the Development Unit, as well as the proper government agencies.

The subdivision of portions of land or plots, the modification of their boundaries, as well as changing the pedestrian paths and access roads is strictly prohibited, unless



approved in writing beforehand by the Development Unit.


The placement of any temporary structure on the property of **THE PROJECT**, whether it be a house, tent or any other similar facility, is also prohibited. Note that this prohibition will not apply to any shelters or sheds used by contractors during construction. These provisional shelters may not be used under any circumstances as a residence and must be dismantled once the construction is completed.

When two owners agree to purchase a third lot between them, in order to divide it equally, each lot will be incorporated into an original lot in order to increase its size. Thus, the expanded lot will be subject to all the provisions established in the Rules and Regulations.

Any person who wishes to acquire more than one portion of land or plot must obtain prior authorization from the Development Unit. The acquirer may also change the portions acquired but only for the construction of a residential villa, unless otherwise authorized in writing by the Unit. Lastly, the owner agrees to submit the regulations, norms, or statutes that will regulate horizontal property rights, use of common areas, etc. to the Development Unit, so that they are compatible with the provisions of the Rules and Regulations. Once approved, these regulations, standards, or statutes, may not be subject to any modification without the express and prior consent of the Unit. The decision of the Development Unit in this regard will not be subject to any appeal, challenge, or response.

Unless the written approval of the Development Unit is previously obtained, it is strictly prohibited to set up the placement of any type of signs that include topics such as, warnings, advertising or promotions in lots or plots. THE PROJECT and its successors in title reserve the right to rethink any lot or several of them, as well as to relocate pedestrian paths, access and distribution routes, pedestrian paths, green areas, and common areas. Likewise, a permanent right of way is reserved for purposes of inspection, maintenance, and others that may follow.

Each owner is responsible for preventing the occurrence of any undesirable condition such as accumulation of garbage or dirt, etc., that leads to the deterioration of buildings or land on a particular lot, within THE PROJECT. Any activity that causes or may cause disturbance, discontent, annoyance, or discomfort to the neighborhood is prohibited. This includes any activity that generates noise greater than 60 decibels 30 feet away from the source. The presence of animals, with the exception of domestic animals, such as dogs and cats, without the prior written permission of the council is prohibited. In the case of domestic



animals, no more than two (2) animals per residence will be allowed, assuming that these do not constitute a danger to the health and safety of the neighbors. Dogs must be kept on their owner's premises or walked on a leash.

The possession of flammable, explosive, unhygienic materials and chemical preparations, or materials that produce humidity, bad smells, fumes, or any kind of disturbances to the neighbors or anything else that represents a threat to health or nature are prohibited. The users of The Project shall not hang anything on the properties that could fall or endanger the common areas, nor use any ovens or stoves other than gas or electric ones within THE PROJECT. If the installation of electrical wires, television antennas or satellite dish, air conditioning units, machinery, or equipment is necessary, it must be done in a way that does not degrade the image and design of the facades nor modify the architectural design. They must be hidden from view from all angles. The architectural proposal must present a design in which a specific space is provided for them, and they cannot be seen.


The owners may use the access roads and other elements of THE PROJECT for general use, according to their destination, nature, and use, with all moderation and prudence, trying to preserve in the best possible condition and in such a way that it does not impede, restrict, or interfere with the rights of other owners.

Each owner has the obligation to carry out all reparations of their property, with the urgency that is required in each case and especially carry out all the reparations that the omission or delay of repair may cause damage to third parties or their properties. A breach of this obligation will lead to the compensation of the corresponding damages and losses for the affected parties.

Each owner will be responsible for ensuring that their tenants, guests, users, or occupants in any capacity comply with the Rules and Regulations. Each owner is obligated to make the aforementioned people aware of said rules without the latter being able to claim they were unaware of them.

The use of the properties and homes for any type of activity, other than strictly residential activity, is prohibited. Any other use must be previously authorized in writing by the Development Unit.

The use of properties and homes for any sort of illegal activity is prohibited.



The use of the golf course grounds is exclusively for golf players who have always obtained the corresponding green fee (exit ticket). It is forbidden for any other person whether it be an owner, tenant, or any other resident, to use or move throughout the golf course. Any person, pedestrian or vehicle who is not using the green fee is prohibited from crossing and moving through the fairways, greens, traps, and any area marked as a golf course. An individual can circulate only through the following common roads of the Project:

- 1) Paved roads: Free pedestrian and motorized movement for owners and tenants, always maintaining an appropriate speed and noise level while also respecting general traffic rules.
- 2) Golf course paths: Circulation only for pedestrians or an electric golf cart while always respecting the priority of use that golf course players have of these paths. The golf course may limit the use of the golf course paths in the event of competitions, tournaments, or special events at its discretion.

Failure to comply with the Prohibitions, Exceptions, or Rules and Regulations established by the owner, tenant, or guests may lead to the temporary or even permanent withdrawal of the rights and benefits of the owners or tenants of THE PROJECT. These losses include access to the beach club, discounts on memberships and green fees at the golf course, discounts, or any other benefit. Prior to this withdrawal, within 15 days after knowledge of the infringement, there will always be a notice in writing notifying the owner and/or the tenant about the breach of the regulations and the possible consequences in case of repetition. This notice will be made on the property of THE PROJECT, either verbally or via email. One will not be able to claim ignorance in the event that they have changed their address and have not notified the Planning and Regulation Council.



## **APPROVAL OF CONSTRUCTION PLANS**

The owners must submit two printed sets of the construction plans of their homes for approval, as well as any subsequent annexes or later remodeling plans to the Development Unit. The plans must also be submitted in digital format (DWG and PDF) on a USB. flash drive These plans should include all structures to be built, including barred enclosures, fences and gates. A set of plans that have been duly stamped by the Unit will be returned to the owner after approval. The Unit will retain the remaining set of plans for its archives.

All plans submitted for approval must be drawn up and signed by an architect or civil engineer. The above-mentioned signers must be able to provide documents that authorize them to legally practice the profession in the country.

The submitted plans must contain all the information necessary to define the proposed construction: location of the land, topographic plan, location of larger trees and ground levels at a height of 0.25 meters, each. The plans must also contain: contour line of ground level, location indicating the site for each building/structure, roads, entrances and parking areas, floors, sections, elevations of the building, as well as electrical and sanitary installations. General façade finishes as well as any photo realistic image or render that is necessary for the understanding of the project should be included in the submitted plans.

A landscaping and land development plan must be submitted with the construction plans ground conditioning plans, along with the location of the building, topographic plan (h = 0.25 meters), and location of existing trees.

The construction of buildings may only begin when the plans have been approved in writing by the appropriate authorities and the Development Unit. At the beginning of construction, a work schedule must be submitted. Once construction has started, the work may not be interrupted and must be completed within the period indicated by the Development Unit when it has been approved.



This period may be extended by presenting a work program that justifies it to the Development Unit or when construction is impossible for the owners or builders due to fire, a national emergency, or some other force majeure. After the given deadline for the completion of the work has passed, a daily cost will be charged in the event that it is unfinished. This cost will also be established by the Development Unit when the maximum construction time is given.

Each owner or beneficiaries of a lot/s will have to build within the same amount of time, in a term not exceeding three (3) years, which will begin after the signing of the contract. Otherwise, VISTACANA will have the unilateral right to buy back the lot/s for seventy-five percent (75%) of the value of the original price paid, leaving the other twenty-five percent (25%) for losses and damages.

All plans submitted for approval by the Development Unit must meet design and completion requirements that are equivalent to those set forth in the section "Parameters for Architectural Design " of the Rules and Regulations. All plans must also be submitted both in print and in digital format (.DWG and PDF) on a USB flash drive (memory stick).

The council reserves the right to reject any proposal for construction plans that are submitted, for any understandable cause.

The type of property that can be built on each lot or plot will be specified in the Promise of sale contract or definitive purchase agreement of each owner. The permitted density will also be specified in the contract. The owner has the obligation not to exceed the density nor the maximum number of rooms assigned in its contract. Any variation of these parameters must be authorized in writing by the Development Unit.








During the construction process, the following regulations should be observed:

- A. No damaging trees that are not scheduled for removal.
- B. All excavated debris should be removed immediately from the construction site. All typical debris and garbage caused by construction should be properly removed from the Project by the builder and at the cost of the builder. No debris should be exposed or be visible from the roads and other project areas.
- C. Any kind of loud noise due to construction is prohibited between the hours of 8:00 p.m. and 9:00 a.m.
- D. All construction activities must be contained within the site that has been issued a construction permit.
- E. All common areas, adjacent lots, buildings, or roads that have been damaged during construction must be restored immediately to its original condition.
- F. A construction sign will be permitted for each project with the prior approval of the Development Unit.
- G. A small work office trailer may be kept on the site. This does not allow temporary accommodations for workers or owners. The trailer must not interfere with normal road circulation, nor can it cause inconveniences for other owners, neighbors, or those using the golf course. In the above-mentioned case, the project reserves the right to terminate the permit.
- H. Permanent and temporary water connections along with portable toilets should be available during the duration of the construction. It's location must be appropriate and away from neighbors.

- 
- I. Any explosions must be carried out in accordance with wildlife conservation authorities. Erosion should be kept to a minimum with proper soil stabilization, water control, and timely vegetation relocation.
  - J. The construction area should be surrounded by a fence that obscures the view of the site. The fence's height should be no less than seven (7) feet.
  - K. The owner must require their builders to provide a form of identification of their workers (whether employees or subcontracted) who will have access to the project. In the event that THE PROJECT implements an identification system for workers, the owner is legally required to use it. THE PROJECT has the right to deny any access to workers who do not comply with the requirements of this system.
  - L. Under no circumstances are workers allowed to impede the normal development of activities of the golf course nor use the land or roads to facilitate any construction.
  - M. If, during construction, it is necessary to temporarily occupy or obstruct the Project's frequently used roads, written permission must be obtained prior to the construction from the Development Unit. The reason for the above-mentioned permission must specify, the manner in which the construction is being done, the date and duration of the occupation.
  - N. During the construction process, both the builder and the owner will be obligated to maintain the portable toilets and cleaning services necessary to meet the worker's needs.
  - O. All buildings must meet minimum fire and personal safety requirements established by national construction regulations.



# **RESIDENTIAL USE**



## **LOTS FOR SINGLE FAMILY HOMES**

### **I. Areas and percentages**

- A. The total area of a lot for a single-family home will have a minimum of 400 m<sup>2</sup>.
- B. The maximum occupation of the land is 35% of its area.
- C. There is a maximum soil utilization coefficient of 1.05.
- D. An additional 15% for occupation will be allowed for additional structures such as easement areas, pools, and gazebos.

### **II. Setbacks and boundaries**

- A. The minimum setbacks for the main building (villa) are:
  - 1. Front (from the street): 5.00m.
  - 2. Sides: 2.50m.
  - 3. Rear: 6.00m (if it adjoins a single-family lot) and 8.00m (if it adjoins the golf course or apartment lots).
  - 4. Corner lots: the side boundary facing the street must be 3.50m
  - 5. Carports that are not attached to the main building, gazebos, and temporary lightweight structures must have a minimum setback of 2.00m.
  - 6. All boundaries and outside easement areas will have a minimum setback of 1.00m from the side boundaries.
  - 7. The pools will have a minimum setback of 2.00m from the side and rear boundaries.

### **III. Roofs and heights**

- A. The minimum accepted height of a finished floor to finished ceiling is 2.70 m to flat ceiling.
- B. In the case of sloping roofs, the maximum incline slope will be 40% (22° of inclination in regards to the floor), taking into account that the lowest external point on the wall would be 3.00 m.
- C. There are no restrictions for the shape of the roofs, they can be entirely sloped or flat. The only requirement is that, if they are flat, they comply with the minimum slope for the proper path of the water to the drains and that the drains are always positioned correctly to avoid stagnation of water and seepage. They must not visually obstruct the front of the building and must be embedded in the wall down to the floor.



#### IV. Enclosures and/or gates


- A. For the separation between lots or plots, only hedges or shrubs with a maximum height of 2.00 m may be placed on the side and rear boundaries.
- B. The placement of perimeter fences or dividing walls of any kind is not allowed.
- C. Green PVC coated mesh enclosures with a maximum height of 4 feet are allowed as long as they are within the boundaries and are protected by a living hedge (vegetation wall).
- D. The mesh cannot be seen from the street and is only allowed on the side and rear boundaries, never at the front.

#### V. Parking

- A. Each home must have an adequate area for parking for at least two vehicles for family use. Must be off the street or driveway and within the area of their property.
- B. Each parking space must have a minimum dimension of 2.50 x 5.00 meters and a maximum dimension of 3.00 x 5.00 meters.
- C. The parking space can be located in the front of the house only if the space is roofless or has a light structure (pergola) as a cover that is not attached to the building (which must respect the 2.00m boundary).
- D. In the event that the garage is closed and covered, it can not be located in the set back area thus the area must be included in the occupation area.
- E. There should be direct access to the carport/ garage from the road with a maximum width of 6.00 m. This access must be made with paving stones or other elements that do not reflect sunlight or heat. The use of asphalt is prohibited.

#### VI. Easement Area

- A. Every owner should build a fenced-in space with walls to protect and conceal their easement area. If it is necessary to cover it, it can only be covered with pergolas and/or polycarbonate in neutral colors. The gas tank or cylinder must be located in this space.

- 
- B. The Air Conditioning system equipment can be inside the easement area. Otherwise, a space must be provided for them (defined in the architectural project) in which they are hidden and not visible from any angle.
  - C. Garbage recipients should be hidden, out of sight, and covered with vegetation (or a small masonry sill or fence) but be easily accessible to garbage collection personnel to prevent them from having access to the property. They can be located in the front set back of the lot as long as it does not degrade the good image of the Project.

## VII. Sewer and water system

- A. The Project will provide each site with potable water and a residual water connection.
- B. Every owner must take the necessary provisions for the connection of the drainage pipes and drains of the house to the wastewater Infrastructure of the Project to prevent these waters from being discharged into existing lakes, ponds, or green areas. The construction of septic tanks or wells to extract drinking water on the lots is prohibited.

## NOTES

All single-family home lots will be strictly for residential use. The creation and installation of businesses of any kind and other illegal uses that violate the rules of coexistence, morals, and good customs are prohibited.



# **PARAMETERS FOR ARCHITECTURAL DESIGN**



## **FORMS AND STYLE**

### **ARCHITECTURE**

As the project is a residential complex, all buildings must have similar architecture. Modern and/or traditional styles of buildings will be allowed to avoid significant differences between the styles and forms.

The colors for the front of buildings should be neutral (pastels, whites, ivory) for the most part. Up to 20% accent colors will be accepted.

All woods used for the interior and exterior must be treated against all types of pests beforehand. Those used for the exterior should be left unpainted in their natural state. Only natural wood stains will be allowed as well as sealants and polishes for finishing.

In walls that have openings (i.e. doors or windows), it is recommended to design eaves that protrude 0.90 m, mainly for houses, to protect the construction against sunlight and rain.

For roofs, one is allowed to use: thatched roof, flat tiles, or traditional pottery curves in neutral colors (brown, gray, typical brick colors, white, etc.), or flat roof shingle tiles. If you want to use another type of coating material and/or striking colors such as yellow, red, blue, green, orange, purple, etc., it must be submitted to the Development Unit for consideration and approval.







### **Advertencia legal**

El conjunto de información presentada en este documento es de propiedad exclusiva de VISTACANA y no podrá ser modificada, reproducida o copiada de ninguna forma puesto que está protegida por las leyes internacionales sobre derechos de autor. El contenido del documento podría estar sujeto a variación. Igualmente, toda información técnica y de diseño está protegida por leyes internacionales sobre propiedad intelectual y no puede ser utilizada por terceros en ningún caso y sólo previa autorización escrita de VISTACANA.

### **Disclaimer**

The information set presented in this document is the exclusive property of VISTACANA and it cannot be modified, reproduced or copied in any way since it is protected by international copyright laws. The document's content might be subject to variation. Equally, all technical and design information is protected by international intellectual property laws and cannot be used by third parties in any case unless prior authorization by VISTACANA is acquired.