

COMMUNITY ECO-VILLAGE ASUCHILLO (EVA)



Gran Pacifica Resort
Nicaragua

HOMEOWNER RULES AND REGULATIONS

This document is for your reference. No signature is needed.

September 2023

SECTION I

Property Management and Appearance

The EVA (EcoVillage Asuchillo) community is intended for a diverse group of people who enjoy community spirit, tiny house concepts, and eco-living. The intent of this document is not to restrict any owner from the use of their property or the enjoyment of the community, but rather to establish minimum guidelines around the use of the area to ensure that the property value of all owners remains as high as possible and that everyone respects their like-minded neighbors.

This community is part of the "HORIZONTAL PROPERTY REGIME OF GRAN PACIFICA (RPHGP)", and all properties within this community are regulated by the Laws of the Horizontal Property Regime of Nicaragua, the by-laws of the Horizontal Property Regime of the Gran Pacifica, its rules and regulations; including the documents called "Gran Pacifica Resort Urban Regulations" and "Community Guidelines", which every Owner within Gran Pacifica Resort must comply with.

The Owners Committee will strive to be as flexible as possible with requests, allowing owners to beautify and make modifications to their property and act within the community within reason. The Committee Board requests that all property owners respect each other and the community and endeavour to resolve any difference of opinion or disagreement with the elements specified herein in a reasonable manner.

A. **Alterations.**

1. The Board must approve significant modifications to the exterior of the houses or outbuildings.
2. No structural changes may be made without the prior written approval of the Board.
3. The addition of significant buildings or structures on a property requires prior written approval by the Board.

B. **Antennas.** Outdoor antennas must be approved by the Board.

C. **Committee Records.** As required by law, the Committee's books and records are available for inspection by property owners for any appropriate purpose at reasonable hours at the Committee's office, upon written request 30 days in advance.

D. **Fees and Charges.**

1. All owners are obliged to contribute to the expenses of the administration, conservation, protection and operation of common goods and services, to the

maintenance and cleaning of common areas, the cost of repairs and improvements authorized by the Committee.

2. The annual owner fee (POF) for EVA is: **One Thousand Seven Hundred and Seventy-Six United States Dollars (US\$1,776.00)** plus value added tax (VAT) subject to the Committee's decision of possible annual increases of five percent (5%) or the cost of inflation in Nicaragua, whichever is greater. The Owner shall make such payments monthly, quarterly or annually; Payments must be made in United States dollars or its equivalent in Córdobas, making the payment in cash or check payable to the designated Committee, the Administrator of the Horizontal Property Regime of Gran Pacifica Resort or the Master Developer in its absence.
3. Any POF payment less than the total amount, will make the Owner subject to a Late Fee of Twenty-five dollars (\$25.00 USD) for each month of delay, which will be added to the Owner's Common Expenses.
4. Owners who are late in the payment of POF will be subject to legal action in accordance with the provisions of the Laws of the Horizontal Property Regime of Nicaragua, the statutes of the Horizontal Property Regime of the Gran Pacifica, its rules and regulations. Once legal action has been initiated, all legal fees and costs will be charged to the Owner, as required by the Laws and Bylaws.
5. The fees that the owners do not cover in a timely manner will cause interest at the rate set by the Administrator of the Horizontal Property Regime of Gran Pacifica Resort or the Master Developer, or the legal interest in its absence

E. **Meetings of the Committee.** Meetings of the Owners Committee are open to all owners of the EVA Community. The time for Committee meetings is determined by the action of the Board, and appropriate notice will be provided to all Owners.

F. **Common Property**

1. The storage of any goods or things is expressly prohibited on or on any Common Property unless the area is expressly designated for such purpose.
2. The landlord is responsible for his own conduct and that of his tenants or guests in the community. It will be the owner's responsibility to understand and observe all regulations.
3. Any damage to the Common Property caused by any Unit Owner, tenant or guest shall be the responsibility of such Owner and the Owner shall be assessed for the cost of repairing such damage. Damages caused by guests staying through the Gran Pacifica Property Management (GPPM) division will

not be included as a liability of the Owner, but will be the responsibility of GPPM to collect the funds for damages.

4. No owner shall make noises in the building or adjacent land that may disturb the occupants of other houses; This will include unreasonable noise levels from television, radio or stereo at unreasonable hours. (10 pm – 6 am)

G. **Deliveries. Inputs and outputs:** Large deliveries of goods and removals should be done carefully so as not to damage the grounds and arrangements should be made in advance with the Board.

H. **Garbage**

1. All garbage should be placed in durable containers, preferably eco-friendly containers and be well secured.
2. Dumpsters should be placed along the driveway or street to a property on the morning of collection days. Garbage left overnight tends to attract animals. Garbage containers should be removed and stored.
3. No paints, liquids or flammable materials may be placed in the trash. Special removal of these items can be arranged with the property manager.

I. **Parking**

1. Homeowners can park in designated parking areas. Guests can park in the designated guest parking lot.
2. Bicycles can be stored in the bicycle parking lot or in home storage. Storage of other vehicles must be arranged with the Board or Resort Storage Facilities.

J. **Keys, padlocks and locks.** Locksmith Fee: There will be a \$25.00 charge for any lock that requires assistance from maintenance personnel between 5:00 p.m. and 7:00 a.m. Monday to Friday, and all Saturday and Sunday.

K. **Gardening.**

1. Any lawn, vegetation or other property damaged on the Common Property or on the property of other homeowners by negligence or abuse will be replaced at the expense of the responsible Owner.
2. Unit owners may not alter, change or add to the landscaping of the Common Property unless agreed with the Board.

L. **Maintenance requests.** Maintenance requests can be made through the designated administration office.

M. **Pool area**

1. The Pool Area will be used only for private, social and non-commercial use of owners and tenants and for social and commercial functions of the Board.
2. Request for use of the pool area for a private activity will be accepted only from the owner or resident. The owner, resident or designated responsible adult must be present from the beginning to the end of the party.
3. A Landlord who has leased his or her home or who does not reside in the home on the Property, shall be deemed to have waived the right to use the Pool Area and other recreational facilities for use by tenant or Resident of the House, unless the Owner has specifically notified the Committee in writing otherwise. In the absence of such written notice, the Unit Owner assumes full responsibility for the actions of the tenants and Residents of the Owner's unit. Guests organized by the Gran Pacifica Property Management (GPPM) division will not be included as a liability of the Owner, but will be the responsibility of GPPM to raise funds for damages.
4. The pool area can be reserved for a private activity by submitting an application to the management office. Reservations will be accepted on a first-come, first-served basis. There may be a security deposit that will be returned if the pool area is cleaned and left in good condition by 1:00 p.m. the day following the activity. The security deposit for the use of the Pool Area must be submitted along with the request to reserve the Pool Area. Amounts for security deposit and use of the Pool Area will be set by the Board and are available upon request.
5. The owner or resident who reserves the pool area is responsible for any damage that is caused to any part of the property that is caused by anyone at the event. Any damage to any of the surrounding areas will be assumed to have been caused by a guest to the activity, unless the damage has been noted in writing on the application prior to the time the activity begins. Any damage and labor charges necessary to repair the damage will be assigned to the Unit Owner as a Common Expense.
6. All owners or residents using the pool area are required to comply with all applicable laws regarding the sale and service of alcoholic beverages. Any owner who fails to ensure compliance with applicable laws will be fully liable for any claim or liability arising from such breach.
7. The hours during which the Pool Area may be used will be determined by the Board

8. Failure to comply with the above rules may result in the denial of further requests to use the Pool Area.
- N. **Safety.** If any suspicious activity is observed, notify the community manager and/or law enforcement immediately. Write down the license numbers you observe.
- O. **Posters and advertisements.** Advertising signs for commercial or business activities require the prior written consent of the Board.
- P. **Structures in Patio.** Small garden sheds or tools less than 1.5x1.5 meters and palapas less than 10x10 feet are allowed. Any structure must have a 1.5-meter withdrawal from the property line. Aesthetic structures should be in line with the design of the community and not detract from the neighborhood. The construction of these structures must be approved by the Administrator of the Horizontal Property Regime of Gran Pacifica Resort or the Master Developer in his absence.
- Q. **Pools in the courtyard.** Only pools allowed by original pool designs or pools approved by the Administrator of the Horizontal Property Regime of Gran Pacifica Resort or the Master Developer in its absence can be added.

SECTION 2
Pets

- A. Pets should be kept under control at all times.
- B. Stray cats should not be fed by owners, guests or tenants.
- C. No pet can be left unattended outside of a property at any time.
- D. The Owner of any pet that creates an unreasonable nuisance or disturbance or causes damage to any Common Property will receive a warning and a day to resolve the problem. It may result in the Pet being required to be permanently removed from the property three (3) days in advance at the discretion of the Board. Damages caused by pets will be the responsibility of the owner.

SECTION 3

Vehicle Regulations

A. General Rules

1. Vehicles may not be parked, maintained or stored to obstruct the passage of other vehicles on the Property.
2. Parking of all vehicles is restricted to designated parking areas. Vehicles may not be parked in front of any house or on any housing lot.
3. Commercial vehicles may park in permitted areas as long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Board.
4. All vehicles must be used in a manner that ensures the safety of all pedestrians.

SECTION 4
Closures and Transfers of Property

A. Resales

1. The Neighborhood Manager shall provide any Owner, upon ten (10) days' advance notice, with a statement setting forth the amount of unpaid allowances and other charges due to and by such Owner. The administrator may charge an amount of fifteen dollars (\$15.00) per application.
2. In the event that the owner decides to sell, lease, constitute real rights over his property, or assign his possession in any way, he must communicate it to the Board and the Neighborhood Manager and obtain their approval of the destination of the property, and the new owner, tenant and subtenant, must accept the regulations indicated by the Laws of the Horizontal Property Regime of Nicaragua, the statutes of the Horizontal Property Regime of the Gran Pacifica, its rules and regulations; including documents called "Gran Pacifica Resort Urban Regulations" and "Community Guidelines", as well as these EVA Owner Rules and Regulations.
3. The lease, sublease, or assignment of property rights does not exempt the owner from compliance with each and every one of the obligations imposed by the Laws of the Horizontal Property Regime of Nicaragua, the statutes of the Horizontal Property Regime of the Gran Pacifica, its rules and regulations; including documents called "Gran Pacifica Resort Urban Regulations" and "Community Guidelines", as well as these EVA Owner Rules and Regulations.

SECTION 5

Property Leasing

- A. **General.** There are several important elements that every investor-owner should consider when leasing their home. These elements not only help ensure the success of the landlord-tenant relationship, but also contribute to the successful functioning of the Committee of which the investor-owner is a member.

Any EVA owner who wishes to rent his house to third parties either temporarily or permanently, must notify the Administrator of the Horizontal Property Regime and / or the Master Developer.

Homeowners can rent their home either directly or through a rental company. In case of hiring a company, it must have the authorization of the Administrator of the Horizontal Property Regime and / or the Master Developer. This with the purpose not of limiting the right that the owner has to rent his property, but with the objective of guaranteeing the access and security of the guests and other owners within the Resort.

ALL OWNERS ARE ASKED TO:

1. Notify the Board or Managing Agent of all current occupants of the home, including children. This notification should not only include the names of each occupant, but also the tenant's phone number, the number of vehicles used by the occupants, the number and type of pets, etc. This information is only used to know who may be on the property in case of an emergency.
2. All long-term tenants (1 month or more) must receive a copy of the legal documents and any rules or regulations that have been adopted by the Committee. Tenants should be informed that this information is being provided to them because they are part of the community by virtue of their residence and are required to obey the terms of the documents.
3. All long-term tenants should be informed of the operating structure of the community, that a portion of their rent is used to pay the monthly allowance on the unit and what that allowance is used for.
4. Increasingly, many committees are encouraging long-term tenants to participate in the committee structure. Although the tenant has no vote on Committee matters, by virtue of their residence they are part of the community and may be permitted and encouraged to participate in community activities.
5. Have a security deposit sufficient to cover loss of rent and/or damages, as well as the first month's rent.

6. The owner is absolutely obliged to pay all charges for the property; as it is an agreement that runs with the property, all special allocations, tax increases, maintenance costs, or any special fees or charges imposed by the Committee, the Regime Administrator or the Master Developer in their absence.
7. All leases must include provisions for the tenant to obey the Bylaws, Statement, and community rules and regulations, including payment of any fines for violations of the rules, written legal termination, procedure, penalties for late payment of rent, return of security deposit, and deduction procedure, with written acknowledgment from the tenant that he has received and agrees to all conditions.

B. **Noncompliance.** The committee reserves the right to prohibit a tenant from occupying a home until the landlord meets all lease requirements.

C. **Resort Fee.**

Tenants who rent properties per night will be charged per day a Resort Fee which will be determined by the Administrator of the Horizontal Property Regime in conjunction with the Master Developer based on the number of rooms owned by the unit you are renting.

Tenants who stay more than seven (7) days will not be charged a Resort Fee, starting on the eighth (8th) day.

Tenants who rent long-term the Owner's property (i.e., tenants who rent for thirty or more consecutive days) acquire the rights of the Owners to host guests during their lease. However, anyone who sublets the property must pay the corresponding rental fee.

The form and methods of payment of the Resort Fee will be determined by the Administrator of the Horizontal Property Regime in conjunction with the Master Developer

SECTION 6

POOL RULES

Swimming pool

1. All activities of the Owners in and around the pool will be carried out in accordance with applicable laws.
2. Anyone who has any contagious disease, infectious conditions, colds, fever, ringworm, open sores, or any other condition that has the appearance of being infectious will be denied entry to the pool. People with excessive sunburn, abrasions that have not healed, bunion pads, duct tape, rubber bandages or other bandages of any kind are not allowed. Anyone under the influence of alcohol or exhibiting inappropriate behavior will not be allowed in the pool area.
3. No food or tobacco is allowed in the pool. Beverages served or consumed in the pool area must be in a non-glass container.
4. All people are asked to shower with soap and water before being in the pool area.
5. Personal conduct within the pool area should be such that the safety of oneself and others is not endangered. Running and aggressive play are not allowed.
6. All clothing worn in the pool must be clean and sanitary. Similarly, swimsuits should be worn by everyone who uses the pool.
7. Spitting or other activities that may introduce bacteria or other contaminants into the pool will not be allowed.
8. Glass, soap, lotion or other materials that may create hazardous conditions or interfere with the efficient operation of the pool are not permitted in the pool or on the pool deck.
9. Diving in shallow water is not allowed.
10. Electric devices powered by electric current will not be allowed in the pool area.
11. Children in diapers may be brought to the pool area only if they are kept under the strict supervision of their parents and kept out of the water at all times.
12. Children under the age of 12 will not be allowed in the pool unless accompanied by a responsible person aged 18 or over.
13. Guests of the Owners or Residents may use the pool only when accompanied by the Owner or Resident.

14. Pets are not allowed in the pool.
15. No person may be in the pool except during regular operating hours.
16. The regular hours of operation of the pool must be established by the Board each year.
17. In the event that there is a violation of the pool rules, the following will occur:
 - a. Owners are empowered to require anyone who violates pool rules to leave the pool and pool area, regardless of whether the violator is an Owner, Resident, guest or one of their family members.
 - b. In the event that a person is required to leave the pool a second time for any reason, that person's pool privileges will be suspended for one (1) month. In the event that the individual is removed from the pool and pool area as a result of a third violation, that individual's pool privileges will be suspended for six (6) months.
 - c. Because of the importance of protecting the health and safety of all persons in the pool and pool area, any suspension of pool privileges will be summarily enforced without any prior hearing. However, any person whose privileges have been suspended shall have the right to request a hearing with the Board in accordance with the policies and procedures for applying the Committee's rules. In the event that it is determined that the person appealing the suspension has been wrongfully suspended, the removal of the pool that was appealed will not be counted towards determining any future suspension that may be imposed.
 - d. The Owners have been instructed that the removal of a person from the pool is a serious remedy to be exercised only in the event of a serious violation of the pool rules, resulting in danger to the violator or others or by non-compliance with the pool rules of the Board despite repeated warnings from the pool guard or attendant. Each time a person is removed from the pool, the Owner present shall submit a report to the Board describing the specific incident or incidents resulting in the removal of the individual. A copy of the report shall be made available to the suspended person upon written request to the Board.

SECTION 7
Permitted Business and/or Activities

- A. **Permitted Business/Activities:** Inside EVA, no type of business will be permitted unless express written permission is given by the Administrator of the Horizontal Property Regime of Gran Pacifica Resort or the Master Developer.
- B. **Exception:** The only property within EVA that may operate a business or activity will be EVA-101, which will operate as a property and rental management office within Gran Pacifica Resort.
- C. The owners must refrain from any act that prevents or makes less effective the use of common services and facilities.
- D. The owner may not dedicate his property to purposes other than those for which it was created. For this purpose, the owners must accept the regulations and / or regulations that are established.

SECTION 8
Implementation of Rules

- A. If someone is believed to be violating any of the provisions of the Regime, the Statutes and Regulations, a signed and written complaint must be submitted. A written complaint form prescribed by the Board shall be sent to the Board.
- B. The person accused of the violation will receive written notice of the complaint, informing him or her of a time and place where a hearing will be held to review the complaint. At that time, they will have the opportunity to defend themselves. All hearings will be held with or without the presence of the accused Owner, provided advance notice has been sent. The results of the hearing will be presented to the Board, for availability at its next regularly scheduled meeting. Alternatively, at the discretion of the Board, the person charged with a violation will be notified that a fine has been imposed in accordance with the most current fine schedule and that the person may appeal the fine by filing a request for a hearing, in writing, within fourteen (14) days from the date set forth in the notice of the fine. If a timely request for a hearing is made, the procedures set forth above will be followed. If no such request is made, the fine shall be final. The Board is empowered to assess daily fines for continuing violations.
- C. If any resident is found guilty of a violation, the Board will notify the at-fault party in writing and a fine may be charged to the Owner's appraisal account of the unit in which the at-fault person resides and collected from monthly fees. All fines are collectible in the same manner as unpaid common expenses/assessments.
- D. There will be a fine of two hundred dollars (\$200.00) for each violation, provided the Owner has not been fined for the same violation in the past year. If the Owner has been fined for the same violation within the last year, the fine will be five hundred dollars (\$500.00).
- E. In case of any violation of the Rules and Regulations, Statutes of the Regime and these regulations, the Board reserves the right to seek any and all legal remedies to compel application, legal and equitable. Any and all costs and attorneys' fees will be assessed back to the offending Owner's account at the time it is incurred.

EVA OWNERS COMMITTEE

INFRINGEMENT COMPLAINT - WITNESS STATEMENT

COMPLAINT NOTE: A Infringement Complaint must be completed in full or the complaint will not be considered valid by the Board. After the report has been filed, you will need to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine whether a violation occurred and whether a fine should be imposed:

Offender's Name: _____

Address: _____

Infringement location: _____

Date of Infringement: _____

Approximate time: _____

INFRINGEMENT (S): _____

Were photographs taken? ___Sí ___No

If yes, by whom?: _____

Attach all photographs to this form or submit them as soon as possible. Include the name and date of the photographer's shot, and the name(s) of any other person who was present.

Report submitted by: _____

Telephone: _____

Address: _____

I have made the above statements based on my personal knowledge. I will cooperate with the Committee and its attorneys to provide additional depositions or affidavits and, in the event of a hearing or trial, I will appear to testify as a witness.

Signature: _____ Date: _____

EVA OWNERS COMMITTEE

NOTICE OF INFRINGEMENT

Date: _____

For: Unit Owner

You are hereby notified, as the owner of unit _____, that a Violation Complaint Form has been filled out accusing you of Infringement of the Declaration, Bylaws or Rules and Bylaws of the Committee regarding:

This was allegedly infringement by: _____

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on _____, approximately 20____ p.m.

You have the right to present a defense and evidence regarding this allegation. After hearing the case, the Board will determine whether a Infringement occurred and whether a fine should be imposed.

Please be present at this meeting. The Board shall proceed on the date determined with or without his presence.

Kind regards

EVA OWNER COMMITTEE
Board

EVA OWNERS COMMITTEE
NOTICE OF DETERMINATION REGARDING VIOLATION

DATE: _____

For: Unit Owner

On this _____ day of _____, 20 ____, the Board determined that you were violating the Declaration, Bylaws or Rules and Bylaws of the Committee regarding:

This was violated by: _____

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Consequently, execution costs and expenses in the amount of \$_____ have been assessed against your unit and are now due.
- () Damages, expenses and administrative charges totalling \$_____ have occurred and are now due.
- () Legal expenses, in the amount of \$_____ have been incurred by the Committee and are now due.
- () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be initiated if further violations occur, and the expenses incurred will be assessed for you.

Kind regards

EVA OWNER COMMITTEE
Board

EVA OWNERS COMMITTEE

RESIDENT INFORMATION

THE COMMITTEE'S STATEMENT STATES THAT ALL PURCHASERS OF UNITS AND/OR THEIR TENANTS, AGREE TO BE BOUND BY THE PROVISIONS OF THE STATEMENT, BYLAWS, RULES AND REGULATIONS OF THE COMMITTEE, INCLUDING RULES RELATING TO ITEMS SUCH AS PETS, PARKING AND USES OF THE UNITS.

Names of Owner and Resident(s)

Address of the owner

Home / Mobile Phone

In case of emergency, who should we contact: (Insert name, address and telephone number)

Child's name	Age	Child's name	Age
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Child's name	Age	Child's name	Age
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Names of other people residing on the drive

Any pets? if so specify and provide the description

Mention the make, model, color and license plate of each vehicle you intend to park on the property.

Same as above

Same as above

Tenants' signatures

PROXY FORM.

EVA OWNERS COMMITTEE

Cumulative voting is not permitted.

Select option A or option B

Option A - I hereby select option A and delegate my right to vote:

I, (print name) _____, owner of unit _____ at EVA HOMEOWNER COMMITTEE I, do hereby constitute and appoint _____, or the Board of Directors, if no name is specified, as agent for me to vote as my proxy at any COMMITTEE meetings to be held between the date of this proxy and _____, 20____, unless revoked, with full power to cast my vote on any business that should come before the COMMITTEE as if I were then personally present. I authorize my agent to act for me as fully as I could act if I were present and give to my agent full power of substitution and revocation. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto.

Option B - I hereby select option B and wish to nominate specific candidates:

I, (print name) _____, owner of unit _____ at EVA HOMEOWNER COMMITTEE, do hereby constitute and appoint _____, or the Board of Directors, if no name is specified, as agent for me to vote as my proxy at any COMMITTEE meetings to be held between the date of this proxy and _____, 20____, unless revoked, and direct my agent to cast a ballot for the following candidates*:

My agent may also vote on any other matter to be brought before the Committee as if I were personally present, and I authorize my agent to act for me as fully as he could act if he were present, giving my agent full power of substitution and revocation. This power of attorney shall expire eleven (11) months from the date of execution, unless revoked prior to the date of enforcement.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 20____.

**PERCENTAGE OF
THE PROPERTY**
_____ %

Signature

Address: _____

COMMITTEE OF OWNERS OF EVA

**APPLICATION FOR NOMINATION FOR CANDIDATE TO THE BOARD OF
DIRECTORS OF
COMMITTEE OF OWNERS OF EVA.**

The undersigned, being a member of the COMMITTEE OF OWNERS OF EVA, presents his name as a candidate for the position of Director on the Board of Directors of said Committee.

The undersigned certifies that he/she is a member in good standing and is the only candidate of the unit listed below:

Name: _____

Statement: _____

DATE: _____, 20__

signature.

Unit No. _____

Address: _____

COMMITTEE OF OWNERS OF EVA

POOL AREA AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Lessee") and EVA HOMEOWNER COMMITTEE.

WITNESSETH:

WHEREAS, Lessee is a unit owner, family member or renter of a unit at EVA HOMEOWNER COMMITTEE; and

WHEREAS, COMMITTEE is the record title owner of the Pool Area at COMMITTEE; and

WHEREAS, Lessee is desirous of renting said Pool Area for a special use; and

WHEREAS, COMMITTEE by and through its duly elected Board of Directors has the authority to enter into such an agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. COMMITTEE rents to Lessee the Pool Area for the purpose of _____ for the _____ day of _____, 20____, between the hours of _____ and _____.

2. Rental rate will be \$_____ for the above-stated time. Any extension of the agreed time will be paid for by Lessee at the rate of \$_____ per hour or fractions thereof for each hour beyond _____.

3. Only EVA HOMEOWNER COMMITTEE residents (homeowners, their immediate family and duly approved renters of unit owners) are eligible to rent the Pool Area. In addition, all monthly and special assessments must be current prior to the execution of this agreement and prior to the use of the Pool Area.

4. Lessee shall deposit with COMMITTEE the sum of \$_____ as a security deposit prior to the entry of this agreement. Said security deposit will be returned immediately after inspection of Pool Area premises by COMMITTEE and upon receipt of keys, subject to Lessee's full compliance with the terms of this agreement.

5. Lessee is prohibited from using the Pool Area for personal monetary gain. Lessee, his family members, agents or assigns, shall not sell, use, or dispense alcoholic beverages under any circumstances.

6. Lessee shall return the Pool Area and adjoining areas in a clean condition. If the Pool Area and adjoining areas are not returned in a clean condition, Lessee shall reimburse

COMMITTEE for any and all costs incurred as a result of Lessee's non-compliance. Said costs shall first be charged against the security deposit and any excess shall be assessed back to Lessee as a special assessment.

7. Lessee shall be personally responsible for any and all damages to the premises and surrounding areas and all personal property related thereto during the rental period. Any damages may be repaired by COMMITTEE at Lessee's expense. Said costs shall first be charged against the security deposit, and any excess shall be assessed back to Lessee as a special assessment.

8. Lessee shall be personally responsible for any personal injuries sustained by Lessee, his agents, guests, or invitees and shall indemnify and hold COMMITTEE harmless for any claim, controversy or causes of action arising from any acts, errors or omissions of Lessee, his family members, agents, guests or assigns in any way arising out of the rental agreement.

9. Lessee hereby acknowledges that Lessee has received a copy of the rules and regulations of the COMMITTEE and the rules relating to the use of the Pool Area and adjoining areas, and Lessee hereby agrees to strictly comply with these rules.

10. Lessee agrees to secure the premises by locking the doors upon his departure. Lessee may terminate this agreement at least forty-eight (48) hours prior to the proposed rental date without penalty. Should Lessee terminate this agreement within forty-eight (48) hours of the aforesaid date without just cause, COMMITTEE reserves the right to retain the rental fee or such sums from the security deposit as COMMITTEE deems appropriate under the circumstances.

11. In the event of breach of this agreement, Lessee shall be liable for all of Lessor's costs, expenses, and attorney's fees incurred in the enforcement of any of the provisions of this agreement. In the event of unforeseen circumstances or just cause, COMMITTEE reserves the right to cancel or terminate this agreement. Upon termination by COMMITTEE, COMMITTEE will immediately refund all monies being held on behalf of Lessee.

12. Any liability incurred by Lessee arising out of the terms of this agreement shall be binding upon the heirs, executors and assigns of the parties and shall be governed by the laws of the Republic of Nicaragua.

13. This agreement may not be assigned, subleased, modified or amended without the express written consent of COMMITTEE.

IN WITNESS WHEREOF, the parties hereto agree to the above terms by affixing their signatures hereto on the day and year first-above written.

LESSEE(s):

LESSOR:

EVA HOMEOWNER COMMITTEE

By: _____

Title: _____

APPROVED BY BOARD OF DIRECTORS

ON THE _____ DAY OF _____, 20__

=====

Pool Area returned satisfactory _____ : By: _____

Damages and cleaning in the amount of: \$ _____

Damages and cleaning paid: \$ _____ - _____

EVA OWNERS COMMITTEE

Available Vendors

[illegible]

EVA OWNERS COMMITTEE, its directors, officers and manager(s), assume no responsibility for the quality of the work of any vendor or supplier on this list. This information is provided to residents for their convenience only and does not qualify as an endorsement or recommendation.