



LAW ON THE CONDOMINIUM PROPERTY REGIME OF THE STATE OF BAJA CALIFORNIA SUR

Law published in the Official Gazette of the Government of the State of Baja California Sur on November 30, 2007.

CURRENT TEXT

Last reform published BOGE 31-10-2016

*In the margin a seal with the Coat of Arms of the State of Baja California Sur, at the bottom it reads:
EXECUTIVE.*

NARCISO AGÚNDEZ MONTAÑO, CONSTITUTIONAL GOVERNOR OF THE STATE OF BAJA CALIFORNIA SUR, TO ITS INHABITANTS HEREBY MAKES KNOWN:

THAT THE H. CONGRESS OF THE STATE, HAS SERVED TO ADDRESS TO ME THE FOLLOWING:

DECREE 1695

THE HONORABLE CONGRESS OF THE STATE OF BAJA CALIFORNIA SUR

DECREES:

**LAW ON THE REGIME OF CONDOMINIUM PROPERTY OF THE
STATE OF BAJA CALIFORNIA SUR.**

**TITLE ONE
OF CONDOMINIUM OWNERSHIP OF REAL ESTATE**

**CHAPTER I
General Provisions**

Article 1.- The provisions of this Law are of public order and are intended to regulate the constitution, modification, organization, operation, administration and termination of the condominium property regime.

For the legal representation of the condominium, the condominium owners shall appoint a manager who shall have the broadest powers for lawsuits and collections and acts of administration.

The condominiums' articles of incorporation, their bylaws and the resolutions of the condominium owners' meetings shall be subject at all times to the provisions of this Law.

Article 2.- For the purposes of this Law, it is understood by:



- I.-** Manager - Natural or legal person appointed in the Articles of Incorporation or by the Assembly to perform the function of management of a Condominium;
- II.** Common Areas and Assets: Are those that belong pro indivisa to the condominium owners who maintain a right of co-ownership over the elements and parts that serve the property and whose use, exploitation and maintenance is the responsibility of condominium owners and occupants in terms of the provisions of Article 956 of the Civil Code;
- III.** Assembly: It is the supreme body of the Condominium, formed by the meeting of all condominium owners and held in accordance with this law and the Condominium Regulations, in which matters of common interest regarding the Condominium are discussed, debated and resolved, as the case may be;
- IV.-** Exclusive Use Common Goods: Those goods which, being common, are indicated in the Condominium Articles of Incorporation or in the Condominium Regulations, as being for the exclusive use of a Unit or group of Exclusive Property Units;
- V.-** Civil Code: The Civil Code for the Free and Sovereign State of Baja California Sur;
- VI.-** Condominium: It is the legal regime that integrates the modalities and limitations to the ownership of a property or building built horizontally, vertically or mixed, susceptible of independent, joint and simultaneous use because it has its own exit to a common element of the same, as well as the regulation of its use and enjoyment by the condominium owners;
- VII.-** Condominium Owner: The individual or legal entity that has the ownership or the ownership of the trust rights over one or more Exclusive Property Units in a real property subject to the Condominium property regime;
- VIII.-** Master Condominium: It is the grouping of two or more condominiums, whether horizontal, vertical or mixed, built on a single property, provided that each one preserves for itself areas of exclusive use, and in turn there are areas of common use for all the condominiums comprising the Master Condominium, such as roads, buildings and facilities, and whose general common areas shall be administered, preserved and maintained by all the condominiums comprising the Master Condominium;
- VIII Bis.-** Constituent: The owner of a real property that is destined to the constitution of a Condominium property regime under the terms of this Law;
- IX.-** Articles of Incorporation: It is the public document by means of which the condominium property regime is constituted with respect to a real property, establishing the characteristics and conditions for the organization and social operation of the same;
- X.-** Law: The Law on the Condominium Property Regime for the State of Baja California Sur;



XI.- Simple majority: More than 50% of the total votes of the Condominium Owners present at the time of holding any type of Meeting, who are in compliance with the Bylaws and up to date in the payment of all ordinary assessments, extraordinary assessments, reserve fund amounts, maintenance and administration expense fund amounts or any other monetary obligation payable by them, including late payment interest, conventional penalties and any other collection expenses provided by Law, the Articles of Incorporation, the Bylaws or the resolutions approved by the Meeting;

XI Bis.- Special Majority: 75% of the total undivided Condominium of the Condominium Owners who are in compliance with the Bylaws and current in the payment of all ordinary fees, extraordinary fees, reserve fund amounts, maintenance and administration expense fund amounts, or any other monetary obligation payable by them, including late payment interest, conventional penalties and any other collection expenses provided by Law, the Articles of Incorporation, the Bylaws or the resolutions approved by the Assembly;

XII.- Mediation: It is a non-coercive form of problem solving, alternative to the jurisdictional route, implemented by the Superior Court of Justice of the State of Baja California Sur through the Mediation Center, through which it seeks to solve conflicts of diverse nature arising between two or more parties in dispute, in order to reach an agreement of wills.

XIII.- Occupant: The individual or legal entity that shares with the condominium owner its rights to use and enjoy an Exclusive Property Unit, or any person to whom the rights of use and enjoyment of an Exclusive Property Unit have been delegated by any legal title, whether public or private. The Occupants may be, but are not limited to, members of the Condominium Owner's family, guests, friends, tenants, bailees, usufructuaries, guests, domestic employees, relatives or friends of the latter and, in general, any person other than the Condominium Owner who is using or enjoying an Exclusive Property Unit, jointly or separately, with the owner of such Exclusive Property Unit;

XIV.- Regulations: Refers to the Condominium Regulations. It is the legal instrument that complements and specifies the provisions of this Law, establishing the internal coexistence rules according to the characteristics of each Condominium;

XV.- Sub-Condominium: A horizontal, vertical or mixed Condominium that is part of a Master Condominium, and

XVI.- Exclusive Property Units: Are the different lots of land, apartments, flats, houses, houses, premises, areas or warehouses, built vertically, horizontally or mixed, susceptible of independent use because they have their own exit to a common element of the same or to the public road on which the condominium owner has a right of exclusive ownership and use.



CHAPTER II

Of the Constitution, Modalities and Extinction of the Regimen of Condominium Property.

Article 3º.- The rights and obligations of the Condominium Owners shall be governed by the Condominium Deed of Incorporation, the corresponding purchase and sale deed, the Condominium Regulations, this Law, the provisions of the Civil Code for the State of Baja California Sur, and other applicable laws.

The constitution of the condominium property regime is the legal act through which the owner or owners of a property formalize before a Notary Public declaring their will to establish this type of property for its better use, and in which two or more persons, having a private right, use and share areas or spaces of common use and property assuming conditions that allow them to satisfy their needs according to the use of the property, in a convenient and adequate manner for each and every one of them, without detriment to their Exclusive Property.

The owner of a property, understood as land or land and construction, in order to obtain the authorizations for the constitution of the Condominium property regime, must do the following:

I.- Before the Directorate of Urban Development of the corresponding Municipality, to process the change of ownership modality to Condominium ownership of the property;

II. Submit to the Urban Development Directorate of the corresponding Municipality, the descriptive report of the Condominium project, which must include:

- a) The description of the lot of land with area, measurements and boundaries and cadastral code;
- b) The corresponding table of undivided property for each Unit;
- c) - In the case of housing, the general description of it;
- d) The description of the Common Areas;
- e) The description of the roads; and
- f).- The Condominium Regulations.

III. Once the descriptive report indicated in the previous point has been approved, the owner of the property, with an authorized copy of said report, shall request the assignment of cadastral codes from the Municipal Cadastre Department, and once assigned, shall proceed to carry out the cadastral declaration of each of the Private Units; and

IV.- The descriptive report with the authorization documents must be notarized before a Notary Public, by means of a unilateral declaration of will, in which the Condominium



property regime is constituted and formalized; this public deed must be registered before the corresponding Cadastre and Public Registry of Property Directorates.

Article 5º.- According to their structure, use, social characteristics and constitution, the condominiums and/or sub-condominiums and/or master condominiums may adopt one of the following modalities:

I.- For its structure:

a) Vertical Condominium: A vertical condominium is a property built on several levels on common land, with Exclusive Property Units and co-ownership of the land and other common elements and parts of said property for its adequate use and enjoyment;

b) - Horizontal Condominium: It is a property with horizontal construction where each condominium owner is the owner of an Exclusive Property Unit that is integrated with the land and the construction built on it, and may or may not share its structure and party walls, and also has the right of co-ownership for the use and enjoyment of the areas of the land, roads, buildings and facilities for common use;

c) - Condominium of urban land: It is constituted by individual lots of land, considered as Exclusive Property Units, in which each condominium owner shall build its construction in compliance with the technical specifications established by the corresponding municipal authority at the time of granting the respective construction license, as well as the general and special rules of the Condominium; and

d) Mixed Condominium: It is a property made up of vertical and horizontal constructions and, if applicable, lots of land, considered as Exclusive Property Units, which may be formed in groups such as buildings, bodies, towers, blocks, sections, zones or individual lots;

II.- For its use:

a) Residential: Those in which the Exclusive Property Units are destined for housing;

b) Commercial or services: Those whose Exclusive Property Units are destined to the line of business or service that corresponds to their activity;

c) Storage: Those whose Exclusive Property Units are destined to the storage and deposit of perishable and non-perishable movable goods;

d) Industrial: Those in which the Exclusive Property Units are destined to the activities of the industry;

e) Office: Those whose Exclusive Property Units are intended for the development of professional, technical or similar activities; and



f) Mixed: Those in which the Exclusive Property Units are destined to two or more of the uses indicated in the preceding paragraphs or to any other use permitted by the applicable legislation.

III.- Due to its social characteristics:

a) Neighborhood: It is an exceptional regime, aimed at social housing, with the character also of transformation of multiple housing from leasehold to Condominium property regime;

b) Tourist Housing: Condominiums whose Exclusive Property Units, in a preponderant manner, were acquired in property by foreigners or that by any legal title are entitled to the use, enjoyment and enjoyment of the same, and that use them preferably for rest and tourism purposes in our State or that said foreigners destine those properties or those rights of use, enjoyment and enjoyment for vacation or seasonal purposes in Baja California Sur; and

c) Of social interest: Those built, developed or financed by official housing institutions, federal or local, or by individuals, when the construction characteristics and dimensions of the Exclusive Property Units coincide with those of the aforementioned official housing institutions.

IV.- By its constitution:

a) Tourist Residential - Modality adopted by the incorporator by means of which he reserves the right to determine the organization, administration, operation and modification of the condominium property regime in an autonomous and unchangeable manner during the entire time established in the Articles of Incorporation, in terms of the provisions of Chapter II of Title Five of this Law, and

b) Of general determination: Those in which the organization, administration, operation and modification of the condominium property regime is not specified in their articles of incorporation.

Prior to the request for the constitution of the condominium property regime, the constituent or constituents must obtain from the competent authorities a declaration stating the feasibility of carrying out the general project, the opinion of compliance with the provisions of the Urban Development Law for the State of Baja California Sur and the programs derived therefrom, as well as the land use of the property for the corresponding purposes.

For the purposes of the preceding article, Article 9, Section II of this Law must be complied with, taking into account the Exclusive Property Units authorized for the constitution of each Condominium property regime, assigned for such purpose in the



Deed of Incorporation of the regime, even when this and others are part of a Master Condominium, ensuring that each regime is integrated, congruent to its use of Common Areas.

Article 8º.- The Condominium property regime may be constituted in constructions in progress or completed, in the following cases:

- I. When the different floors, apartments, dwellings, premises, areas or warehouses of which a Condominium consists, or which have been built within a property with parts of common use, belong to different owners or, being of the same owner, a different or private use is given to each one;
- II. When the different floors, apartments, dwellings, premises, areas or warehouses that are built within a property, and that have common and indivisible elements, whose private property is destined to the alienation of different persons;
- III. When the owner or owners of a property divide it into different floors, apartments, dwellings, premises, areas or warehouses, in order to sell them to different persons, provided that there is a common element of indivisible property;
- IV. By testamentary disposition, provided that it complies with the applicable urban development regulations; and
- V. Derived from the partition of a co-ownership, when two or more Exclusive Property Units are generated from the same, which share common areas and facilities.

In finished buildings, the corresponding authority will authorize the change to Condominium property regime, as long as they comply with the rules regarding land division, use, density and urban image, restrictions and other applicable regulations in force at the time of construction.

Article 9º.- In order to constitute the Condominium property regime, the owner or owners must express their will in a deed before a notary public and register it in the Cadastre and in the corresponding Public Registry of Property and Commerce, in which it shall be recorded:

- I.- Having obtained the declaration referred to in Article 7 of this law and that the competent authorities have issued licenses, authorizations or permits for urban construction and health that require this type of work;
- II. The location, dimensions, measures, boundaries and adjoining areas of the property to be subject to the Condominium property regime in question, with precise specification of its separation from the rest of the areas, if it is located within a Master Condominium.

Likewise, in the case of large buildings, or due to the number of Condominium Owners of the complex, the boundaries of the Condominiums or of the wings, sections, zones or blocks that must constitute independent condominium regimes integrated, if



applicable, in a Master Condominium, because the location and number of co-ownerships with respect to Common Areas originates the convenience or necessity of separation of the Condominium Owners in several Condominiums integrated in a Master Condominium;

III. A general description of the constructions and the quality of the materials used or to be used;

IV. The description of each Exclusive Property Unit, number, location, boundaries, measurements, areas and spaces for parking or any other purpose, if any, that compose it. In the event that this is a common area, the property must have a sufficient number of parking spaces for the total number of Exclusive Property Units, including their measurements, in accordance with the applicable legislation.

When Condominiums, by virtue of their construction, do not contemplate Common Areas for parking, they shall require that, after a specific study, the competent authority evaluates the authorization of the constitution of the Condominium property regime, in accordance with the laws and Regulations in force on the matter;

V.- The establishment of zones within the Common Areas, which allow to facilitate the transit and movement of people with disabilities, in accordance with the legal and regulatory provisions in force in the State;

VI. The undivided percentage assigned to each Exclusive Property Unit and its relation to the total Condominium;

VII.- The characteristics of the Condominium, in accordance with the provisions of article 5 of this Law, as well as the destination of each of the Exclusive Property Units;

VIII.- The name of the Condominium and its domicile, as well as the description of the common property, destination, specifications, location, measurements, components and all such data as may allow its easy identification;

IX.- In the event that acts of promise of alienation of Exclusive Property Units are made, the characteristics of the bond policy to be exhibited by the original owner or owners, to respond for the execution of the construction and the defects thereof. The amount of the bond and the term thereof shall be determined by the authority issuing the construction licenses, which in no case shall be less than the value assigned or determined in the construction license, nor more than an additional 50% of such value;

X.- The cases and conditions under which the Articles of Incorporation of the Condominium and the Condominium's Internal Regulations may be modified;

XI.- The obligation of the Condominium Owners to guarantee the payment of the fees corresponding to the maintenance and administration fund and to the reserve fund shall be guaranteed with the corresponding Exclusive Property Unit; and



XII.- That the general floor plan, technical descriptive report and Condominium Regulations have been added to the Deed of Incorporation, duly certified by a notary public.

Of the documentation mentioned in the preceding paragraph, the original owner shall deliver a copy to the Condominium Manager, as well as the authorized testimony of the Deed of Incorporation of the Condominium property regime, for the due performance of his duties, which the Manager shall be obliged to deliver to his substitute.

Article 10.- In Master Condominiums, the competent authorities may authorize, as the case may be, the convenience or necessity of the existence of commercial, service and urban equipment zones, as well as communications and transportation in general to facilitate the organization and operation of the Condominiums, provided that when the Condominium property regime is established, there is prior agreement of the owner or owners, or if applicable, it is approved by a qualified majority of Condominium Owners representing 75% of the Condominium undivided ownership of the Condominium.

With the prior approval of the respective Condominium Owners' meeting representing 75% of the undivided ownership of the Condominium and the execution of agreements with the competent authorities, control and surveillance services may be established in the gardens, parks, roads, squares, parking lots and other open areas that are part of the areas and elements of common use, without this preventing the same meeting from hiring professional services for these purposes.

Article 11.- When a Condominium is composed of several zones, sections or blocks and there is a need to open public roads, gardens, parks, urban equipment and services, its Manager may agree with the municipal authorities, prior authorization of the Condominium Owners representing at least 75% of the Condominium's undivided ownership, the public use and enjoyment of Common Areas, without detriment to their property.

Article 12.- The Deed of Incorporation of the Condominium property regime, as well as the purchase and sale agreements and other acts affecting the ownership or dominion of these properties, in addition to complying with the requirements and assumptions of this Law, must be executed before a notary public and registered in the Public Registry of Property.

Article 13.- The Deed of Incorporation of the Condominium Property Regime and the Condominium's Internal Regulations shall contain the legal bases and criteria necessary for its modification.

In any case, any amendment to the Articles of Incorporation and its Regulations shall be agreed upon in an extraordinary meeting, which must be attended by more than half of the Condominium Owners, and its resolutions, in order to be valid, must be adopted



by at least a qualified majority of Condominium Owners representing 75% of the undivided ownership of the Condominium.

Article 14.- In every contract for the acquisition of rights over an Exclusive Property Unit, it shall be recorded that the transferor has delivered to the acquiring party a copy certified by a notary public of the Condominium Articles of Incorporation and the annexes of the Exclusive Property Unit being transferred.

Article 15.- The voluntary termination of the Condominium property regime shall be agreed upon in an Extraordinary Meeting, which must be attended by a simple majority of the Condominium Owners, and shall require a minimum number of votes representing 75% of the Condominium undivided and a simple majority of the total number of Condominium Owners in attendance in order for its resolutions to be valid. The termination of the Condominium property regime must be recorded in a public deed and registered in the Public Registry of Property.

Article 16.- It is declared of public order and social interest the constitution of the Condominium property regime destined to neighborhood and social interest housing, as well as those to be constituted or built in urban improvement zones.

Article 17.- In Condominiums of neighborhood and social interest, the competent authorities of the Municipalities of the State, in accordance with the general criteria issued for such purpose, may participate in the maintenance and surveillance of specifically determined areas of common use through agreements entered into with the Condominium Managers.

The common areas and services of the Condominium may be subject to such agreements, provided they are not confined or intended for the exclusive use of the Condominium Owners.

In order to enter into the agreements referred to in this article, the Condominium Managers shall require a special power granted by the assembly by a majority of votes representing at least 75% of the undivided Condominium and more than half of the total number of Condominium Owners present.

TITLE TWO OF FREEHOLD PROPERTY AND THOSE IN COMMON USE

CHAPTER I Exclusive Property

Article 18.- Attached elements, such as parking lots, utility rooms, laundry cages, laundry rooms or any other that are not common elements and that have been assigned



to them as part of their Exclusive Property Unit, according to the Articles of Incorporation, shall be considered an integral part of the condominium owner's property rights and exclusive use of the condominium owner.

The condominium owner shall have exclusive singular right to his Exclusive Property Unit and co-ownership rights over the elements and parts of the Condominium that are considered common in the Deed of Incorporation.

Article 19.- In the different types of Condominium property regime, each condominium owner shall enjoy his rights as owner, pursuant to the terms set forth in the Civil Code for the State of Baja California Sur. Therefore, he may sell it, lease it, mortgage it, encumber it and enter into, with respect to the Exclusive Property Unit, and its respective undivided percentage, all contracts referred to in common law, without the need for authorization from other Condominium Owners, subject to the limitations established by law.

Article 20.- Each condominium owner and in general the inhabitants of the Condominium may use the common properties and enjoy the general services and facilities according to their original nature and purpose, without restricting or making more onerous the rights of others, otherwise they shall be subject to the penalties provided for in this Law and those that may be established in the respective Regulations; without prejudice to the civil or criminal liabilities that may be incurred.

Each Condominium Owner or Occupant shall use his Exclusive Property Unit in an orderly and peaceful manner. Under no circumstances may it be used for purposes contrary to its purpose and nature, nor may it be used for purposes other than those expressly set forth in the Condominium Articles of Incorporation.

Article 22.- When a condominium owner does not exercise his rights or waives the use of certain common properties, he shall continue to be subject to the obligations imposed by this Law, the Articles of Incorporation, the Condominium Regulations and other applicable legal provisions.

Article 23.- The condominium owner may use, enjoy and dispose of his Exclusive Property Unit, subject to the limitations of this Law and other limitations established in the Condominium Articles of Incorporation and the Condominium Regulations, but no part thereof, such as rooms, bedrooms, service rooms or areas for parking vehicles, may be subject to alienation.

The condominium owner and his lessee or any other assignee of the use, shall agree among themselves who must comply with certain obligations before the other Condominium Owners and in which case the user shall have the representation of the condominium owner in the Meetings held, but at all times the condominium owner is jointly and severally liable for the obligations of the user. Both shall promptly notify the Manager within the first five business days, counted as of the date the representation is



granted, for the appropriate effects. If said notification is not made to the Manager, the user shall not have any representation whatsoever, except in the event of the granting of a power of attorney in his favor, granted in terms of this Law by the condominium owner for the specific case in question.

All lease, bailment or any other legal instrument, regardless of its denomination, whereby the use of an Exclusive Property Unit is granted to a third party, must include the obligation of the third party to comply with and respect the provisions of the Condominium Regulations, and a copy thereof must be attached.

Failure to comply with this provision may result, as the case may be, either in the termination of the contract or in the application of the provisions of article 49 of this law.

Article 24.- For the exercise of the right of the tenants to acquire the Exclusive Property Unit, the provisions of the Civil Code shall apply with respect to such matter.

Article 25.- Condominium Owners and, in general, the inhabitants and Occupants of the Condominium are prohibited:

I.- To perform any act that affects the tranquility and comfort of the other Condominium Owners and Occupants, except in the case of special events held in the Common Areas, and only with the express authorization of the Condominium management, nor to perform acts that compromise the stability, safety or health of the Condominium, nor to incur in omissions that produce the same results;

II.- To perform any act, as to the services and Common Areas and general facilities, even within its property, that prevents or makes their operation less efficient, or hinders or hinders the common use, endangers the safety and tranquility of the Condominium Owners, as well as of the persons passing through the corridors, platforms and stairways, being obliged to maintain in good condition and operation its own services and facilities;

III. To carry out works, constructions, or modifications inside the Exclusive Property Unit, such as opening openings, doors or windows, among others, that affect the structure, load-bearing walls or other essential elements of the building or that may impair its stability, safety, health or comfort;

IV. Carrying out works and repairs at night in Condominiums for residential use, except in cases of force majeure.

In the case of commercial or service, industrial or mixed use, the Condominium Owners' Meeting shall agree upon the schedules that best suit the use of the Condominium, without prejudice to the provisions of the applicable legislation on the matter;



V.- Decorate or paint, in the case of buildings, the façade or exterior walls in a manner that is out of harmony with the Condominium as a whole or that damages the general aesthetics of the Condominium;

VI.- To cut down or transplant trees, change the use, nature or destination of the green areas, unless otherwise agreed by the Condominium Owners representing at least 75% of the undivided ownership of the corresponding Condominium, provided it does not contravene the provisions of the applicable environmental legislation and the Condominium Articles of Incorporation;

VII.- To perform works that may endanger the safety, stability and conservation of Common Areas, or affect the comfort of the Condominium; those that permanently prevent the use of a common part or service, even if only one owner, and those that degrade any part of an Exclusive Property Unit.

In the last two cases of the preceding paragraph, the works may be carried out only if there is unanimous agreement of the Condominium Owners at the general meeting, and in the latter case, in addition, the affected party is compensated to their full satisfaction;

VIII.- Privatize the Common Areas of the Condominiums, destined for parking, even if any object or material is used for such purpose; and

IX.- Possess animals that due to their number, size or nature affect the safety, health or comfort conditions of the Condominium or of the Condominium Owners.

Article 26.- The violator of the provisions set forth in the preceding article, regardless of the penalties set forth in this Law and those set forth in the Condominium's Internal Regulations, shall be liable for the payment of the expenses incurred to repair or reestablish the services and facilities in question, as well as for the damages resulting therefrom.

The faults foreseen in the Police and Good Government Bans or in the respective Regulations, which are committed in the Common Areas referred to in section I of the previous article, will be sanctioned by the competent civic authority, in the terms of said ordinances.

CHAPTER II

Property Considered Common Property

Article 27.- The co-ownership right over the common elements of the Condominium is accessory and indivisible from the private property right over the Exclusive Property Unit, and therefore may not be alienable, taxable or attachable separately from the Exclusive Property Unit itself.



The co-ownership rights of each condominium owner over the common property shall be proportional in the same way that his Exclusive Property Unit represents in percentage with respect to the totality of the property subject to the Condominium property regime, as established in the Deed of Incorporation. They are objects of common property:

I. - The land, basements, entrance doors, vestibules, galleries, corridors, stairways, patios, gardens, squares, paths, interior streets, sports, recreational, reception or social gathering facilities, spaces that the construction licenses have indicated as sufficient for parking vehicles, provided that such areas are for general use;

II.- Premises for administration, porter's lodge and lodging of the porter and security guards; plus those for general installations and common services;

III. - The works, installations, apparatus and other objects for common use or enjoyment, such as pits, wells, cisterns, tanks, water tanks, elevators, elevators, forklifts, incinerators, stoves, ovens, boilers, pumps and motors, sewers, canals, water, drainage, heating, electricity and gas distribution ducts; the premises and works for security, ornamentation, loading and unloading areas in general, and other similar, with the exception of those which serve only each Exclusive Property Unit;

IV.- Foundations, structures, load-bearing walls, roofs and roof terraces for general use; and

V.- Any other parts of the Condominium, premises, works, devices or installations that it is unanimously resolved by the Condominium Owners to use or enjoy in common, or that are established as such in the Condominium Articles of Incorporation and the Condominium Regulations.

The Condominium Owners shall supervise and require the Manager to keep a complete and updated inventory of all the furniture, appliances and installations described above, as well as of those that may be acquired or disposed of in the future.

Article 28.- The mezzanine floors, pavements, walls and other divisions separating neighboring Units shall be common property only among the Condominium Owners of the adjoining Exclusive Property Units; therefore, the performance of the required works, as well as their cost, shall be mandatory for the respective Condominium Owners.

In no case shall the Condominium Owners, regardless of the location of their Exclusive Property Unit, have more rights than the rest of the Condominium Owners.

Except as provided in the Condominium Regulations, the Condominium Owners of the ground floor may not occupy for their exclusive or preferential use over the other Condominium Owners, the lobbies, basements, gardens, patios, or other spaces of such floor considered as common, including those destined to light cubes, nor carry out works



in such places. With the same exception, the Condominium Owners of the top floor may not occupy the roof or erect new constructions. The same restrictions are applicable to the other Condominium Owners.

Article 30.- The following rules shall be observed for works on common properties and general facilities:

I.- The work necessary to keep the Condominium in good condition of safety, stability and conservation, and for the normal and efficient operation of the services, shall be performed by the Manager, prior license, if any, from the competent municipal authorities, with the consent of the surveillance committee and without the need of the Condominium Owners' agreement, charged to the maintenance and administration expense fund, and shall be reported at the next meeting. When this fund is not sufficient, or when it is necessary to carry out unforeseen works, the Manager shall call a Condominium Owners' meeting, so that, as provided for in the Condominium Regulations, it may decide what is appropriate;

II.- The owner or owners of Exclusive Property Units, in case of alienation, will be liable for the reorganization in case of eviction. The original owner or owners of the new Exclusive Property Units will be liable for the defects or hidden defects of the constructions, extinguishing the corresponding actions in one year from the delivery of the respective Exclusive Property Unit.

In any case, the bond policy provided for in Article 9, Section IX of this Law shall be taken into account for the exercise of the appropriate actions.

III.- In order to perform works that result in a better appearance or greater comfort, whether or not they increase the value of the Condominium, the approval of a majority of Condominium Owners representing 75% of the undivided Condominium shall be required;

IV.- Urgent repairs or replacements of common goods and services may be made by any of the Condominium Owners, in case of failure of the Manager, and shall be reimbursed pro rata by the Condominium Owners for the expenses incurred;

V.- The expenses arising from the operation, repair, conservation and maintenance of the facilities and general services, as well as of the common areas or property, shall be covered by the Condominium Owners in the proportion that their percentage of co-ownership represents over the undivided Condominium;

VI.- In vertical construction Condominiums, the works required for the exterior roofs and basements shall be at the expense of all Condominium Owners; and

VII.- In case the trees represent a risk for the buildings or for the Condominium Owners, or are in bad phytosanitary conditions, the assembly shall determine the most convenient actions to be taken.



Article 31.- Agreements may be entered into with the competent authorities to establish control and surveillance services in the gardens, accesses, parks, roads, squares, parking lots and other areas that are part of the zones and elements of common use, with the prior approval of the General Assembly, without this preventing the Assembly itself from contracting professional services for these purposes.

TITLE THREE ORGANIZATION AND ADMINISTRATION OF CONDOMINIUMS

CHAPTER I On the Supremacy and Powers of the Assembly

Article 32.- The Condominium Articles of Incorporation shall stipulate the organization and social operation of the Condominium, whose supreme body is the Condominium Owners' Meeting.

The assembly shall have a Chairman, a Secretary and at least two scrutineers appointed by the assembly.

Ordinary Meetings shall be those called to deal with the matters referred to in Article 35 of this Law, with the exception of Section I, which must be dealt with in an extraordinary meeting, which must also resolve and agree, in the event of destruction, ruin, decay, expropriation or affectation of the Condominium in accordance with the applicable legal provisions, on the reconstruction, demolition, division and even alienation of the properties comprising the Condominium property regime.

The Meetings of a Master Condominium shall be group meetings, in which cases of a Condominium consisting of different parts and including, for example, several stairways, patios, gardens, works and facilities intended to serve only one Condominium, whose special expenses shall be borne by the group of the Condominium Owners benefited, including the cases of stairways, elevators, freight elevators and other elements, devices or facilities for the exclusive use of the corresponding Condominium, shall be resolved. The Condominium Regulations may establish special rules for the distribution of these expenses, as well as those for regulating meetings of Managers, when such Condominium has been organized by sections or groups, or when it is a Master Condominium.

Article 32 Bis.- The Assemblies shall be governed by the following provisions:

I.- Mandatory meetings shall be held at least once every year, and group meetings shall be held as often as called in accordance with the provisions of this Law, the Articles of Incorporation and the Condominium Regulations.



Extraordinary Meetings shall be called as far in advance as circumstances may require, and shall otherwise be subject to the provisions of this Law and the corresponding Regulations;

II.- The value of the vote of each Condominium Owner shall be equal to the percentage of the undivided portion that corresponds to him/her and that appears in the Articles of Incorporation and in the corresponding public instrument evidencing his/her ownership.

In the cases of election, reelection or removal of the Manager, of the members of the administration or of the Surveillance Committee, each residential Exclusive Property Unit shall have only one vote, including those of mixed use that have Units for residential or residential-tourist use. Condominiums for commercial, office, storage, industrial and parking use are excepted, where the voting shall be in accordance with the provisions of the preceding paragraph;

III.- Voting shall be nominal and direct, but the Condominium Regulations may authorize representation by means of a simple power of attorney signed before two witnesses, and in no case may a single person represent more than 50% of the Condominium Owners. In no case may the Manager represent any Condominium Owner;

IV.- The resolutions of the meeting shall be adopted by a simple majority of votes of those present, except in those cases in which this Law and the Regulations, without contravening it, prescribe a special majority;

V.- The appointments of the Manager, the Management Committee, if any, and the Oversight Committee, shall be valid for up to one year, and may only be reelected once for the next term, unless there is unanimity of the Condominium Owners in Condominiums not exceeding 20 Exclusive Property Units. Exceptions to the foregoing are cases of external administration;

VI.- In the event that only one Condominium Owner represents more than 50% of the undivided ownership of the Condominium and the remaining Condominium Owners do not attend the Meeting, prior notice of the call in accordance with this Law, the presence of a Notary Public shall be required in order for the resolutions of the Meeting to be valid, to attest the resolutions passed by simple majority of the Meeting;

VII.- When a single Condominium Owner represents more than 50% of the undivided ownership of the Condominium, the presence of a Notary Public shall be required in order for the resolutions of the Meeting to be valid, to attest the resolutions passed by simple majority in the Meeting;

VIII.- The secretary shall transcribe the minutes of the meeting in the book authorized for such purpose by the Condominium Owners' Meeting. The minutes shall be authorized, in that order, by the secretary himself, the chairman of the meeting, the scrutineers and



the members of the Surveillance Committee, in case they are present, and, if applicable, by a notary public;

IX.- The secretary shall always have the minutes book available for the Condominium Owners, and shall inform each one in writing of the resolutions adopted by the meeting.

Without prejudice to the provisions applicable to the Condominium Owners' Meetings, the Condominium Owners may agree on other mechanisms and forms to make decisions and agreements for the best administration of the Condominiums.

Regardless of the type of Meeting and the resolutions adopted therein, all minutes must be notarized before a Notary Public in order to proceed with their registration in the corresponding Public Registry of Property.

X.- For the purposes of voting in the Meetings, the Articles of Incorporation of the regime or the Regulations may provide for voting by electronic mail. This procedure shall be established by the Regulations or approved by the General Condominium Owners' Meeting, by simple majority, in order to define its own electronic voting procedure.

No information shall be denied legal effect, validity or enforceability on the grounds that it is contained in a data message.

In the event that the Regulations or the General Assembly of Condominium Owners do not have or approve its own procedure, some other means may be adopted, provided that such means are subject in their interpretation and application to the principles of technological neutrality, autonomy of the will, international compatibility and functional equivalence of the data message in relation to the information documented in non-electronic means and of the electronic signature in relation to the autographic signature, where electronic, optical or any other technology may be used, including videoconferences. Therefore, the following definitions should be taken into account:

Activation - The procedure by which the access conditions to a key are unlocked and its use is allowed;

Authentication - Procedure for verifying the identity of an applicant or holder of unique identification certificates;

Authentication Certificate - Its purpose is to electronically guarantee the identity of the citizen when carrying out a computer transaction. The authentication certificate ensures that the electronic communication is carried out with the person who claims to be. The holder will be able through his certificate to prove his identity to anyone as he is in possession of the identity certificate and the private key associated with it.



The use of this certificate is not enabled in operations that require non-repudiation of origin, therefore third party acceptors and service providers will have no guarantee of the holder's commitment to the signed content. Its main use will be to generate authentication messages (confirmation of identity) and secure access to computer systems (through the establishment of private and confidential channels with service providers).

Certificate - A set of information consisting of a request ID (identifier), a password (password) and serves to ensure the veracity of the public key belonging to the owner of the certificate;

Electronic certificate - A document signed electronically by a certification service provider that binds signature verification data to a signatory and confirms the signatory's identity. It extends to cases where the linking of signature verification data is made to a computer component;

Electronic signature creation data - Unique data, such as codes or private cryptographic keys, that the signatory secretly generates and uses to create its electronic signature, in order to achieve the link between the electronic signature and the signatory;

Signature creation data (private key) - Unique data, such as codes or private cryptographic keys, used by the subscriber to create the electronic signature.

Signature Verification Data (Public Key) - Data such as public cryptographic codes or keys, which are used to verify the electronic signature.

Recipient: The person designated by the sender to receive the data message, but who is not acting as an intermediary with respect to the data message;

Sender: Any person who, according to the data message, acted in his own name or on whose behalf the data message was sent or generated prior to its storage, if any, but who did not act as an intermediary;

Electronic signature: It is the set of data in electronic form, consigned together with others or associated with them, which can be used as a means of personal identification and produces the same legal effects as the autograph signature, being admissible as evidence in court.

In those provisions that refer to digital signatures, the latter shall be considered as a kind of electronic signature;

Advanced electronic signature: An electronic signature that makes it possible to establish the personal identity of the subscriber with respect to the signed data and to verify the integrity of the same, since it is linked exclusively to the subscriber and to the



data to which it refers, and because it has been created by means that are under the subscriber's exclusive control.

Qualified electronic signature: An advanced electronic signature based on a qualified certificate and generated by means of a secure signature creation device.

Signatory - The person who holds the signature creation data and who acts on behalf of himself or the person he represents;

User identifier - A set of characters used for the unique identification of a user in a system.

Intermediary: In relation to a particular data message, means any person who, acting on behalf of another person, sends, receives or stores that data message or provides any other service in respect of that data message;

Data message: Information generated, sent, received or stored by optical electronic means;

Electronic document - A set of logical records stored on a medium that can be read by electronic data processing equipment containing information.

Relying party: The person who, whether or not the addressee, acts on the basis of a certificate or an electronic signature;

Certification service provider - The natural or legal person or public institution that provides services related to electronic signatures and that issues the certificates, if applicable;

Information system: Shall be understood as a set of interrelated procedures that form a whole to generate, send, receive, file or process information to support decision making;

Certificate holder: This shall be understood as the natural or legal person in whose favour the public identity certificate was issued.

XI.- When deemed necessary due to the importance of the matter or matters to be discussed at the meeting, the Manager, the surveillance committee or at least 25% of the Condominium Owners, may request the presence of a notary public; and

XII.- Condominium Owners or their representatives may attend the Meetings accompanied by attorneys, public accountants and/or interpreters, who may speak and shall be subject to the procedure established by the General Condominium Owners' Meeting.



Article 33.- In the procedure for holding the Assemblies, as the case may be, the following provisions must be complied with:

When the meeting is held on first call, a quorum of 75% of the Condominium Owners shall be required; when the meeting is held on second call, a quorum of at least 50% plus one of the Condominium Owners shall be required. In case of third or subsequent call, the meeting shall be declared legally installed with the Condominium Owners in attendance.

A period of at least ten calendar days must elapse between the publication of the Call and the holding of the corresponding Meeting.

The first, second, third or subsequent Call may be published jointly or separately.

The Assembly on second Call may be held fifteen minutes after the time and date set for the holding of the Assembly on first Call. For the holding of the Assembly on third or subsequent Call, the same period of time must elapse.

In the above cases, resolutions shall be adopted by a simple majority of those present, except for those matters that by Law or by provision of the Regulations require a specific majority to be approved.

The Condominium Owners or their representatives shall be notified by means of the Notice issued by the Manager at the conventional address of each Condominium Owner or by means of the publication of the Notice in one or more visible places of the Condominium.

The Condominium Owners may call a Meeting, without the intervention of the Manager, when they can prove before a competent Judge that they represent at least 25% of the undivided ownership of the Condominium.

In cases of extreme urgency, an Assembly shall be convened as far in advance as circumstances may require.

The determinations adopted by the Meetings under the terms of this Law, the Articles of Incorporation, the Bylaws and other applicable legal provisions, bind all Condominium Owners, including those absent and dissenting.

Article 34.- The calls for the holding of Assemblies shall comply with the following requirements:

I.- The notice shall indicate the type of meeting in question, the place where it will be held within the condominium, or if applicable, the place established by the Regulations, but in no case outside the municipality in which the Condominium is located, as well as the date and time of the meeting, including the agenda and who is calling the meeting; and



II.- The Condominium Owners or their representatives shall be notified by means of the delivery, in a reliable manner, of the respective notice of meeting, at the corresponding Exclusive Property Unit or at the different address indicated for such purpose within the municipality in question, and in writing to the Condominium management. In addition, the person calling the meeting must post the notice in one or more visible places of the Condominium, or in those expressly established in the Regulations, on the date it is issued, and must prepare a written record of the foregoing, signed by the person calling the meeting, by a member of the surveillance committee and three Condominium Owners, or in the absence thereof, prepare such written record before a notary public.

The Condominium Owners' Meeting shall have the following powers:

I.- To amend the Condominium Articles of Incorporation and to approve or amend the Condominium Regulations, which must be recorded in the Public Registry of Property in the cases and under the conditions provided for in the one and the other;

II.- Appoint and remove the Administrator or Administrators, pursuant to the terms of this Law and the Regulations.

The Manager or Managers may or may not be any of the Condominium Owners, and their Meeting shall fix the relative remuneration, which may be waived by any Condominium Owner who agrees to serve the position free of charge;

III.- To specify the obligations and powers of the Manager with respect to third parties and those necessary with respect to the Condominium Owners, in accordance with the Articles of Incorporation and the Condominium Regulations;

IV.- Establish and modify the moratorium rates payable by the Condominium Owners, in case of default in the payment of maintenance and administration fees and for the reserve fund;

V.- Under the terms of the previous fractions, appoint and remove the surveillance committee;

VI.- To decide on the type and amount of the guarantee to be given by the Manager with respect to the faithful performance of his mission, and to the management of the funds under his care, both for maintenance and administration, as well as for the reserve for the replacement of implements;

VII.- To examine and, if appropriate, approve the account statements submitted by the Manager for its consideration, as well as the annual activity report submitted by the Surveillance Committee;

VIII.- To discuss and, as the case may be, approve the expense budget for the following year;



IX.- Establish the fees to be paid by the Condominium Owners to constitute a fund for maintenance and administration expenses and a reserve fund for the acquisition of implements and machinery that the Condominium must have;

X.- Instruct the surveillance committee or its designee to proceed before the competent authorities when the Manager or the Managers violate this Law, the Condominium Regulations, the Articles of Incorporation and any other applicable legal provisions;

XI.- To adopt the appropriate measures on matters of common interest that are not included within the functions conferred upon the Manager; and

XII.- Any other powers conferred by this Law, the Condominium Regulations, the Articles of Incorporation, and other applicable provisions.

The Meeting may approve the suspension of voting and voice rights of those Condominium Owners who are in default with the Regulations or with the payment of the maintenance and administration fund and reserve fund fees, or with any other monetary obligation, including default interest, conventional penalties and any other collection expenses provided for by the Law, the Articles of Incorporation, the Regulations or the resolutions approved by the Meeting.

CHAPTER II

Appointment and Powers of the Administrators

Condominiums shall be managed by the individual or legal entity appointed by the assembly under the terms of this Law and the Condominium Regulations.

In order to hold the position of Manager, he/she must have experience in condominium administration, or, if applicable, must have taken training courses in Condominium administration. This requirement may be waived by the assembly by means of a vote of the Condominium Owners representing 75% of the undivided Condominium.

In the event that the Condominium Owners decide to carry out their own administration, the Manager shall be elected by the Meeting from among the Condominium Owners, and shall hold office for the period of time determined by the Meeting, without the performance of such duties generating in any case, labor rights.

When a condominium owner is appointed Administrator, member of the management committee or of the surveillance committee, he must prove that he is up to date in the payment of his maintenance and administration fees and those of the reserve fund, from the beginning and during his entire term of office.



Article 39.- When the meeting decides to hire professional services for the administration of the Condominium, it shall designate the person or persons in charge of entering into the corresponding contract in accordance with the applicable law.

Article 40.- It shall be the duty of the Administrator:

I.- Keep an Assembly minutes book, a Condominium Owners' record book and a Condominium Owners' guest record book, all duly authorized by the Surveillance Committee.

By way of example, the condominium registry book shall contain:

- a) The full name of the Condominium Owner;
- b) The name of the person who will act as representative of the Condominium; in the case of Exclusive Property Units of several condominium owners, the name of only one person authorized to vote in the Assembly;
- c) The conventional domicile designated by the Condominium Owner for the purpose of hearing and receiving all kinds of notices, summons and summons related to disputes arising from non-compliance with this Law, the Articles of Incorporation or the Bylaws;
- d) The e-mail address that the condominium owner designates for the purpose of receiving and sending communications with the Manager or the Surveillance Committee. The communication sent or received by the Condominium Owner by this electronic means shall have the same effects as if the Condominium Owner had received the communication in person and in writing, with a certification made by the Manager being sufficient;
- e) The Condominium Owner's signature register;
- f) In the event that a Condominium Owner fails to register in the Condominium Owners' registry book, any type of communication, summons, notification or summons shall be made and shall be effective through publication by the Manager, or by the respective governmental authority, in one or more visible places of the Condominium, and
- g) The signatures of the Administrator and the chairman of the Supervisory Committee.

II.- To care for, watch over and maintain in good condition the Condominium's common use property, facilities and common services, as well as to promote the integration, organization and development of the community.

Common services include those that are in turn common with other Condominiums.



The provision of these services and the problems that may arise due to the contiguity of the Condominium with other Condominiums shall be resolved in the Meetings corresponding to each Condominium, with each Manager representing the respective Condominium Owners before the General Board of Managers, where the pertinent instructions for the General Management Committee of the Master Condominium shall be agreed upon;

III.- To collect and keep, for the duration of its management, the books and documentation related to the Condominium, which may be consulted at any time by the Condominium Owners or their representatives, delivering them to subsequent administrations;

IV.- To perform all acts of administration and conservation required by the Condominium in its Common Areas; as well as to contract the supply of electric power and other goods and services necessary for the facilities and Common Areas, and the amount of the consumption of the service or good in question shall be prorated among the Condominium Owners, based on the percentage of the undivided property corresponding to them.

V.- To carry out the necessary works under the terms of Section I of Article 30 of this Law;

VI.- Execute the resolutions of the assembly, unless the assembly designates another person or persons for such purpose;

VII.- Collect from the Condominium Owners what each one must contribute to the maintenance and administration fund and to the reserve fund. For collection purposes, the Condominium may contract, on behalf of the Condominium, banking, investment and accounting services authorized by the meeting;

VIII.- To make maintenance and administration expenses of the Condominium, charged to the corresponding fund, under the terms of the Condominium Regulations;

IX.- Issue receipts to each of the Condominium Owners for the amounts they have contributed in the previous month, both for the maintenance and administration fund, as well as for the reserve fund or other concept; these receipts shall state, if applicable, the balances in liquidation payable by each condominium owner;

X.- Deliver monthly, bimonthly or yearly, or when so determined by the Assembly, to each Condominium Owner, with proof from the recipient, a statement of account showing:

(a) Detailed statement of collections and expenditures for the previous month(s) from the maintenance and administration fund;



b) Consolidated statement showing the amounts of contributions and fees pending payment. The Manager shall make available to the Condominium Owners, upon request, a list of the Condominium Owners showing the amounts contributed by each one of them to the maintenance and administration fund, as well as to the reserve fund, with an indication of the balance of the assessments pending payment;

c) Balance of the maintenance and administration fund and purposes for which it will be used in the following month or, if applicable, amount and list of debts to be covered;

d) Balance of the bank accounts, of the resources in investments, with mention of interest, held by the Administrator.

The condominium owner may make any observations or objections he may deem pertinent regarding the documents mentioned in the preceding paragraph, prior to their approval, if any, by the meeting. Once said term has elapsed, it shall be deemed to be in agreement therewith, subject to the approval of the meeting, pursuant to the terms of Section VII of Article 35;

XI.- To call a meeting in accordance with the provisions of Articles 33 and 34 of this Law;

XII.- Demand, with the representation of the other Condominium Owners, compliance with the provisions of this Law and the Regulations;

XIII.- To take care of the due observance of the provisions of this Law, the Condominium Regulations and the Articles of Incorporation;

XIV.- To register the Constitutive Deed of the regime, as well as the deeds of modifications thereto, in the Public Registry of Property;

XV.- In relation to the common property of the Condominium, the Manager shall have general powers for lawsuits, collections and acts of administration of property, including those that require a special clause in accordance with the Law, to articulate and absolve positions, to file complaints and lawsuits, to withdraw and grant pardon, and to appoint attorneys with the specific powers required in each case, in terms of the provisions of the first and second paragraphs of article 2468 of the Civil Code for the Free and Sovereign State of Baja California Sur.

Jointly with the Chairman of the Supervisory Committee, open checking accounts, issue checks and, when so agreed by the Meeting, designate authorized signatures for the management of such accounts;

XVI.- To comply with the legal and administrative provisions regarding Civil Protection. The measures adopted and the provisions issued by the Manager within the scope of his duties and based on the Law and the Regulations, shall be binding on all



Condominium Owners. The Assembly, by the majority established in the Regulations, may modify or revoke such measures and provisions of the Manager, and

XVII.- Perform the other functions and comply with the obligations established in the Articles of Incorporation, the Condominium Regulations, this Law, and other applicable legal provisions.

When the Meeting appoints a new Manager, the outgoing Manager shall be obligated to deliver to the incoming Manager, within a term not to exceed seven calendar days from the date of the appointment, all documents relating to the Condominium, including account statements, checkbooks, minutes book, Condominium Owners' registry book, guest registry book, securities, contracts, personal property, real property and, in general, all documentation contained in the Condominium's own records and which, by reason of his office, he had under his custody and responsibility. This obligation may only be postponed by judicial resolution, under penalty of the payment of damages that it may cause and without prejudice to the other civil and criminal actions that may be brought against him in terms of the legislation in force. The handover referred to in this article shall be recorded in a minute record signed by the persons taking part in it.

The assembly may at any time determine the practice of a documentary, financial and accounting audit of the current and outgoing management of the Condominium.

CHAPTER III

Election and Integration of the Administration Committees and General Surveillance of Master Condominiums

Article 42.- In Master Condominiums, an administration committee may be elected for the administration of all the Common Areas, which shall be composed of the following members:

- a) An Administrator, who shall have the functions, duties and powers contained in Article 40 of this Law;
- b) A secretary, who will be in charge of the administrative activities related to the updating and handling of the books of the minutes of the Assemblies, archives and other documents necessary for the proper functioning of the administration; and
- c) A treasurer, who will be responsible for the internal accounting management of the administration and will be jointly and severally obliged with the Administrator to keep the administration's account statements up to date, without being able to have the availability or exercise of the same.

For the election of the members of the General Management Committee of a Master Condominium, a general meeting of the Managers shall be held in accordance with the provisions of Article 33 of this Law, summoning each of the Managers of the



Condominiums comprising the Master Condominium to elect the General Management Committee by means of their votes, in the understanding that each Manager shall retain for all legal purposes and in all cases the status of representative of its respective Condominium.

At the second general meeting of Directors, which may not be held more than 60 days after the first meeting, the Directors shall approve by a simple majority vote the Regulations that will govern their organization, which shall detail the powers and duties of the General Administration Committee.

CHAPTER IV **The Supervisory Committee**

Article 44.- The surveillance committee shall be elected for the term determined by the assembly, with the possibility of reelection if the assembly so agrees, and its members must prove that they are up to date in the payment of their maintenance and administration fees and reserve fees, from the beginning and during the entirety of their term of office.

The election of the general vigilance committee of the Master Condominium shall be regulated under the same terms of the preceding paragraph. This type of organization for condominium administration may also be applied to any Condominium when so determined by the respective Condominium assembly.

The surveillance committee may be constituted with the odd number of persons determined by the Condominium assembly depending on the number of Exclusive Property Units, and a president, a first member, a second member, and so on, shall be appointed, who shall act in a collegiate manner. In the latter case, a minority representing at least 25% of the total number of Condominium Owners shall have the right to appoint one of the members of the committee.

The oversight committee shall have the following functions and duties;

I.- To ensure that the Manager complies with the resolutions of the respective Condominium Owners' Meeting;

II.- To supervise that the Manager carries out the fulfillment of its functions;

III.- To oversee the contracting and termination of professional services agreed upon by the Manager, when so agreed by the meeting;

IV.- If applicable, give its consent for the execution of the works referred to in Article 30, Section I;



V.- To verify and issue an opinion on the account statements to be submitted by the Manager to the Meeting;

VI.- Verify and supervise the investment of the reserve fund;

VII.- To report to the assembly its observations on the administration of the Condominium;

VIII.- Assist the Manager in making observations to the Condominium Owners regarding compliance with their obligations;

IX.- To call a Condominium Owners' Meeting when they have requested the Manager to do so and he does not do so within three days following the request, provided that they represent at least 25% of the undivided Condominium.

Likewise, when, in its opinion, it is necessary to inform the meeting of irregularities in which the Manager has been involved, with notification to the Manager to appear at the relevant meeting;

X.- Request the presence of a representative of the corresponding City Council or of a notary public in the cases provided for in this Law.

The Chairman of the Supervisory Committee, jointly with the Manager, may open checking accounts, issue checks and, when so agreed by the Meeting, designate authorized signatures for the management of such accounts; and

XI.- Any others derived from this Law, from the application of other duties imposed on them, as well as from the Articles of Incorporation and the Condominium Regulations.

TITLE FOUR OF THE OBLIGATIONS AND RIGHTS DERIVING FROM THE CONDOMINIUM PROPERTY REGIME

CHAPTER I Condominium Regulations

Article 45.- The Condominium Regulations shall be added in a certified copy to the appendix of the Articles of Incorporation, and shall contain at least the following:

I.- The rights and obligations of the Condominium Owners with respect to the common use goods and services, as well as the limitations to which the exercise of the right to use such goods and services and their own goods and services is subject;

II.- The basis for determining the contributions to be paid by the Condominium Owners, which shall be used to form the maintenance and administration fund and the reserve fund;



III.- The convenient measures for the best administration, maintenance and operation of the Condominium, as well as those necessary to integrate civil protection and public safety committees;

IV.- The necessary provisions to promote the integration, organization and development of the community;

V.- Manner of calling a Condominium Owners' Meeting and the person who will preside over it;

VI.- Form of appointment and duties of the Administrator and the administration and vigilance committees;

VII.- Requirements to be met by the Administrator, the members of the management committee and the supervisory committee;

VIII.- Basis of remuneration, if any, of the Manager, as well as that relating to the bond to be granted by the Manager, if any;

IX.- Causes for the removal of the Administrator, the members of the management committee and the supervisory committee;

X.- The basis for the modification of the Articles of Incorporation and the Condominium's Internal Regulations;

XI.- The establishment of provisional measures in cases of temporary absence of the Administrator;

XII.- The determination of criteria for the use of the Common Areas, especially for those that must be used exclusively by persons with disabilities, whether Condominium Owners or any other occupant;

XIII.- To determine, as the case may be, the measures and limitations for the ownership of animals both in the Exclusive Property Units and in the common elements, as well as the penalties for those who violate such measures;

XIV.- The causes for which they may resort to a third party to submit to arbitration the solution of conflicts arising between Condominium Owners, in the interpretation and application of this Law and the Condominium Regulations;

XV.- The determination of criteria for matters requiring a special majority in the event of a vote;

XVI.- Bases for the integration of the Internal Civil Protection Program;



XVII.- The provisions conducive to grant to third parties the Common Areas that are subject to lease or that are destined to commerce, establishing the temporality and the respective guarantees for its compliance; and

XVIII.- The matters reserved to it by the Articles of Incorporation and the present Law.

The Regulations may establish the obligation of each Condominium Owner to take out insurance with a company legally authorized to do so and at its option, against earthquake, flood, explosion, fire and with coverage against damages to third parties.

The Condominium Regulations and its amendments must be part of the Deed of Incorporation or added to its file and registered in the Public Registry of Property.

CHAPTER II

Of the Assessments Provided for Common Expenses and Obligations

The contribution of the Condominium Owners to the constitution of the maintenance and administration fund and the reserve fund shall be made in the following manner:

I.- The maintenance fees referred to in the preceding paragraph shall not be subject to compensation, personal exceptions, or any other assumption that may excuse their payment;

II.- Said payment may be divided into monthly installments, to be paid in advance, or as decided by the general meeting. The amount of these funds shall be made up in proportion to the co-ownership rights corresponding to each condominium owner, as provided in Article 19 of this law. The first contributions for the constitution of both funds shall be determined in the Condominium Regulations;

III.- Both funds, as long as they are not used, may be invested in investment securities on demand with the highest yields in the market, preserving the necessary liquidity to meet short-term obligations; and

IV.- The Condominium Owners' Meeting, in the case of common property areas, which are subject to lease or are intended for commerce, shall dictate the appropriate provisions for their contracting to third parties, establishing the time period and the respective guarantees for their compliance.

In the case of fractions III and IV, the assembly shall determine annually the percentage of the fruits or profits obtained that must be applied to each of the Condominium funds.

Fees for common expenses generated by each condominium owner and not paid in a timely manner on the dates and under the formalities established at the meeting or in the Condominium Regulations of the Condominium in question, shall cause interest at



the rate set by the same Regulations, and shall not be capitalizable, regardless of the penalties to which the Condominium Owners may be subject due to nonpayment of such fees.

The statement of account reflecting the existing debts, the delinquent interest and/or the conventional penalty stipulated in the Bylaws, if signed by the Manager and the President of the Surveillance Committee, accompanied by the corresponding receipts pending payment, a copy certified by a notary public of the Bylaws, as well as a certified copy of the Minutes of the Meeting in which the fees payable by the Condominium Owners for the maintenance and administration fund and for the reserve fund have been determined, as well as a certified copy of the Minutes of the Meeting in which the fees payable by the Condominium Owners for the maintenance and administration fund and for the reserve fund have been determined, and if applicable, a copy certified by the Manager and by the Chairman of the Surveillance Committee of the page of the Condominium Owners' registry book showing the conventional address provided by the Condominium Owner in default. This action may only be exercised when there are three monthly installments of ordinary fees or one extraordinary fee that have not been paid. The delinquent Condominium Owner shall be summoned to court at the conventional address registered in the Condominium Owners' registry book, by means of a publication made in one or more visible places of the Condominium or, in default thereof, following the rules for summons provided by common law. For the exercise of this action, it is not necessary a previous agreement of the Assembly.

The Condominium Regulations may provide that, when any condominium owner is in default, the Manager shall distribute among the remaining Condominium Owners the amount of the debt caused and that continues to be caused, in proportion to the value of their properties, until the debt is recovered, and may provide for various penalties to make the payment enforceable. Upon recovery of said debt, the Manager shall reimburse to those affected by said charge the amounts they have contributed and the interest in the proportional part that corresponds to them.

When the services enjoyed in Exclusive Property Units of the Condominium and/or Sub-condominium and/or Master Condominium are paid with resources from the maintenance and administration fund or from the reserve fund, the Manager may suspend such services to the Condominium Owner who does not timely pay the maintenance and administration fees or the reserve fund, or when the Regulations are violated, including, but not limited to, the suspension of access to common areas, private security, sewage collection and other related services. As to the potable water service, this may be affected by the manager only in those cases where the infrastructure of the potable water network of the Condominium has not been delivered to the corresponding municipal water authority, and when there is non-payment of the fees for this service in accordance with the following:

I.- In the case of domestic use, it will cause the limitation of the drinking water service to the indispensable minimum, and



II. Non-domestic users, will cause the total suspension of potable water service until payment is regularized. Prior approval by the Assembly is not required for the exercise of the power mentioned in this paragraph.

Article 48.- The Condominium Owner who, within a period of twelve months, fails on two or more occasions to comply with his obligations and incurs in violations of this Law, the Articles of Incorporation and the Regulations, regardless of being liable for the damages caused to the others, may be sued in order to be forced to sell his rights, even at public auction, respecting the right of first refusal or the right of first refusal, as the case may be. The exercise of this action shall require prior authorization of the Assembly and a simple majority.

If a non-owner occupant fails to comply with his obligations or commits violations to the Condominium Regulations, the Manager shall file suit against him and against the condominium owner, pursuant to the terms of the preceding article.

Article 50.- When a purchase and sale agreement is executed with respect to an Exclusive Property Unit, the notary public who draws up the respective deed shall require from the selling party a certificate of non-debt, among others, of the payment of the maintenance and administration fees and the reserve fund, duly signed by the Manager. In addition, in those Condominium Regimes where there are design guidelines for the construction of the different buildings, a proof of compliance, among others, with the design guidelines, duly signed by the Administrator, must be presented. The buyer shall not be registered in the Condominium Owners' registry book until such requirements are fulfilled.

Article 51.- The Condominium Owners shall pay the corresponding local and federal taxes, both with respect to their Exclusive Property, as well as the aliquot part on the Common Areas and properties.

CHAPTER III Condominium Liens

Article 52.- Condominium liens may be divided among the different Exclusive Property Units comprising the Condominium.

Each of the Condominium Owners shall be liable only for the lien corresponding to its Exclusive Property Unit, and with respect to the common property in proportion to its aliquot share in terms of the provisions of Article 19 of this Law. Any clause or prevention that establishes the joint and several obligation of the owners of the common property to respond for a lien shall be deemed not to have been put in place.



Claims arising from obligations contained in the deeds of incorporation and transfer of ownership, by the Condominium Regulations or by this Law and other applicable provisions, as well as the payment of fees or any other obligation in cash, are preferentially secured by the respective Exclusive Property Unit, it being understood that their priority is subject to the provisions of section XI of article 9 of this Law, and that, in any case, only the alimony claim shall have preferential rights, even if the Exclusive Property Unit is transferred to third parties.

Any interested party may obtain from the Administrator a settlement of the outstanding debts, which shall only be legally effective if it is signed by the chairman of the Supervisory Committee or his substitute.

The second paragraph of Article 48 of this Law shall apply for legal proceedings.

TITLE FIVE OF THE CONDOMINIUM OF NEIGHBOURHOOD CHARACTER AND OF THE RESIDENTIAL TOURIST CONDOMINIUM

CHAPTER I OF THE CONDOMINIUM OF NEIGHBOURHOOD CHARACTER

Article 54.- The Condominium property regime is an exceptional regime that shall be governed by the provisions of this Law, those authorizing it, those of the deeds in which such regime has been established, those of the Condominium Regulations and other applicable legal provisions.

The transformation of multiple dwellings and multi-family buildings subject to the rental regime that, by agreement between owners and tenants, change to the Condominium property regime, in accordance with this chapter, are also considered to have this character.

Article 55.- The Condominium property regime of neighborhood character may be constituted:

I.- In real estate sold for this purpose by the Public Administration of the State, Municipalities and agencies or entities of the Federal Public Administration, dedicated to the promotion of housing;

II.- In real estate whose acquisition involves federal or local parastatal entities, as well as private organizations;

III.- In properties that are acquired by their occupants or lessees and in whose acquisition or alienation the aforementioned authorities or agencies intervene;



IV.- In real estate and land included in the housing programs of the federal or local governments, which in a timely manner and separately or in a coordinated manner approved; and

V.- In properties dedicated to housing that change, by will of the owners or co-owners and, if applicable, with the consent of the tenants that inhabit them, to the regime referred to in this chapter.

The Condominium property regime of neighborhood character and annexed premises must be officially recognized by the competent authorities.

Article 56.- The condominium property regime must be authorized by the competent municipal authorities, which in the declaration provided for in Article 7 of this Law shall indicate the characteristics of the project to be approved and the technical and administrative requirements to which such project shall be subject.

Article 57.- The formalization of the acts and contracts in which the constitution of the Condominium property regime of neighborhood character is recorded, shall be subject to the treatment determined by the respective Regulations of the Urban Development Law for the State of Baja California Sur.

Article 58.- For the administration of the properties subject to the Condominium property regime of neighborhood character, the declaration referred to in Article 6 of this Law shall give preference to the form of condominium organization proposed by the beneficiaries of each project, taking into account the specific and general provisions of the Condominium property regime established in this Law and in the other applicable legal ordinances.

In the event of disagreement among the Condominium Owners of this system for the election of the Manager, the municipal authorities shall have the power to appoint, on a provisional basis, a natural or legal person who shall serve as external Manager for a period not to exceed 180 days. This Administrator, in addition to complying with the provisions of Article 40 of this Law, will be obliged to lay the foundations for a sound administration and to promote the corresponding actions to hold the election of the new Administrator.

Article 60.- For the fulfillment of the functions entrusted in the preceding article, the Real Estate Administrators, if applicable, shall strictly adhere to the administrative provisions issued for such purpose by the competent authorities.

Article 61.- The requirements expressly exempted in the declarations referred to in Article 6 of this Law, for the constitution of the Condominium property regime of neighborhood character, shall not be substituted by contributions, taxes or fees of any kind or nature.



CHAPTER II OF THE RESIDENTIAL TOURIST CONDOMINIUM

Article 61 Bis.- It corresponds to the incorporator, upon constituting the condominium property regime, to opt for the form of regulation under the Tourist Residential Condominium property regime, which shall be governed by the provisions of this Law and of the Condominium and/or Sub-condominium and/or Master Tourist Residential Condominium Regulations, as the case may be.

Article 61 Ter.- When opting for the form of regulation under the Residential Tourist Condominium Property Regime, the Articles of Incorporation and the Condominium and/or Sub-condominium and/or Residential Tourist Master Condominium Regulations, as the case may be, may contain, among others, the following provisions:

I.- That the Administration of the Condominium and/or Sub-condominium and/or Master Condominium be in charge of the Grantor or whoever the latter designates, during the time and under the terms established in the Articles of Incorporation or in the corresponding Regulations. However, once seventy-five (75%) of the Exclusive Property Units of the Condominium and/or Sub-condominium and/or Master Condominium, as the case may be, have been disposed of by the Grantor, its administration may be elected and removed by the Condominium Owners' Meeting under the terms of this Law, regardless of what has been established in the Articles of Incorporation or in the Regulations;

II. The causes and procedure for the removal of the Condominium and/or Sub-condominium Manager and/or Master Condominium Manager shall be provided for in the corresponding Regulations;

III. In case of violations to the Condominium and/or Sub-condominium and/or Master Condominium Regulations, or in case of total or partial non-payment of maintenance and administration fees, or extraordinary fees or reserve fund by the Condominium Owners, the latter may be subject to economic sanctions established in said Regulations, without prejudice to the sanctions provided for in this or other Laws, and any other applicable legal measure;

IV.- When the services enjoyed in Exclusive Property Units of the Condominium and/or Sub-condominium and/or Master Condominium are paid for with resources from the maintenance and administration fund or from the reserve fund, the Manager may suspend such services to the Condominium Owner who fails to timely pay the maintenance and administration fees or the reserve fund, or when the Regulations are violated, including, but not limited to, the suspension of access to Common Areas, private security, sewage collection and other related services. With respect to the potable water service, this may be affected by the Manager only in those cases where the infrastructure of the potable water network of the Condominium has not been



delivered to the corresponding Municipality's operating agency, and when there is non-payment of the fees for this service in accordance with the following:

a) In case of domestic use, it will cause the limitation of the drinking water service to the indispensable minimum; and

b) Non-domestic users, will cause the total suspension of potable water service until payment is regularized. Prior approval by the Assembly is not required for the exercise of the power mentioned in this paragraph;

V.- The vote of each Condominium Owner in the Condominium and/or Sub-condominium and/or Master Condominium Meetings may be cast by e-mail in the cases so provided in the Articles of Incorporation or the corresponding Regulations, in accordance with the provisions of this Law;

VI.- The form and place of payment of maintenance and administration fees and/or extraordinary fees and/or reserve fund may be established in the Articles of Incorporation or in the Condominium and/or Sub-condominium and/or Master Condominium Regulations, as the case may be;

VII.- The number of Exclusive Property Units comprising the corresponding Sub-condominiums, within the Master Condominium Articles of Incorporation;

VIII.- The rules of conduct, occupancy and use inside and outside the Exclusive Property Units within the Condominium and/or Sub-condominium and/or Master Condominium, including but not limited to restrictions on pet ownership, Occupant and/or Condominium Owner events, noise and lighting within the Exclusive Property Units, as well as determining the image, lighting, type of facades and any exterior design element of the Exclusive Property Units;

IX.- The rules for calling, holding and making decisions at the Condominium Owners' Meetings within the Condominium, Sub-condominium or Master Condominium; as well as the value of the vote of each Condominium Owner may be calculated either based on the number of Exclusive Property Units owned by each Condominium Owner, or based on the percentage of undivided ownership that each Exclusive Property Unit represents in the Condominium, Sub-condominium or Master Condominium, as the case may be;

X.- The payment of ordinary maintenance and administration fees and the establishment of the reserve fund by each Condominium Owner, may be calculated in proportion to the number of Exclusive Property Units existing in the Condominium and/or Sub-condominium, regardless of the percentage of undivided ownership that each Exclusive Property Unit represents in the Condominium and/or Sub-condominium and/or Master Condominium, as the case may be. For the determination of the payment of extraordinary fees, the voting shall be carried out based on the percentage of undivided



ownership that each Exclusive Property Unit represents in the Condominium and/or Sub-condominium and/or Master Condominium, as the case may be;

XI.- The vote by the creditors of the debtor Condominium Owners, in the Condominium and/or Sub-condominium and/or Master Condominium Assembly, when so agreed in writing by the debtor Condominium Owner and its creditor; and

XII. That the Condominium and/or Sub-condominium and/or Master Condominium Manager may have the express and permanent authorization to exercise any legal action against the Occupants and/or Condominium Owners who fail to comply with the obligations established in this Law and/or in the Condominium and/or Sub-condominium and/or Master Condominium Regulations, without the need of prior authorization by the Meeting, including but not limited to the authorization to exercise any legal action against the Condominium Owners who fail to pay maintenance and administration fees and/or extraordinary fees and/or reserve fund.

Article 61 Quater.- The Grantor may be exempted from payment of maintenance and administration fees and/or extraordinary fees and/or reserve fund with respect to the Exclusive Property Units, which have not been sold under any title, or whose use, enjoyment or enjoyment has been transferred by the Grantor to third parties, if so established in the Condominium and/or Sub-condominium and/or Residential Master Condominium Regulations, and that additionally:

- I.- Do not have an access road;
- II. That do not have infrastructure of basic services at the foot of the lot, and
- III. That no earthworks are being carried out.

The Grantor may be exempted from payment of the reserve fund with respect to the Exclusive Property Unit that has not been sold under any title, or whose use, enjoyment or enjoyment has been transferred by the Grantor to third parties, if so established in the Condominium and/or Sub-condominium and/or Residential Master Condominium Regulations.

Article 61 Quinquies.- The Constituent may opt for the type of property regime in Tourist Residential Condominium established in Title Five, Chapter II of this Law, only in the following cases:

- I.- In projects, developments or any nomination granted by the applicable legislation, for residential and/or commercial purposes where the amount of investment in construction work and cost of land together exceeds 965,000 times the Unit of Measurement and Daily Update in force in the State of Baja California Sur, or
- II. In projects, developments or any nomination granted by the applicable legislation, with preponderantly tourist purposes, and that, in consideration of the corresponding



municipal and state authority, have an important economic impact for the corresponding Municipality.

TITLE SIX OF THE CONDOMINIUM CULTURE

SINGLE CHAPTER

Article 62.- Condominium culture is understood to be everything that contributes to the generation of actions and attitudes that allow, in healthy coexistence, the fulfillment of the objective of the Condominium property regime. The necessary elements are understood to be respect and tolerance; responsibility and compliance; co-responsibility and participation; solidarity and mutual acceptance.

The municipal authorities and the Executive Power of the State, in coordination with the housing agencies, shall provide the inhabitants and Administrators of properties under the Condominium property regime, when they are Condominium Owners, orientation and training through various courses and workshops on condominium matters.

For the purposes of the preceding paragraph, the State Secretariat of Tourism may provide the necessary advice to the Condominium Owners referred to in article 5° section III, paragraph b), if requested or at the initiative of the Secretariat itself.

Any person who is a Condominium Manager, member of the management committee or of the surveillance committee of a Condominium must have the necessary knowledge for the performance of his duties.

Article 64.- The municipal authorities and the Executive Power of the State shall promote a condominium culture in the State of Baja California Sur, based on the spirit and principles of this Law.

Article 65.- The municipal authorities and the Executive Power of the State, in coordination with the educational institutions, shall implement the necessary mechanisms so that education on condominium matters is disseminated and taught at the different educational levels.

TITLE SEVEN OF DESTRUCTION, RUIN AND RECONSTRUCTION OF THE CONDOMINIUM

SINGLE CHAPTER



If the property subject to the Condominium property regime is in a state of ruin or partial or total destruction, according to an appraisal performed by the competent authorities or by an expert appraiser in the matter, a qualified majority of Condominium Owners representing at least 75% of the undivided Condominium, may agree upon the reconstruction of the common parts or their sale, in accordance with the provisions of this Title, the legal provisions on urban development and other applicable provisions.

In the event that the decision is for the reconstruction of the property, each condominium owner shall be obliged to pay for the repair corresponding to his Exclusive Property Unit and all of them shall be obliged to pay for the repair of the common parts, in the proportion corresponding to them.

The minority Condominium Owners who decide not to carry out the reconstruction, or when their Exclusive Property Unit has been totally destroyed, must sell their property rights at the value of the commercial appraisal, within a term no longer than six months.

For purposes of the preceding paragraph, the Condominium Owners' Meeting may agree on the purchase and sale of property and co-ownership rights, in order to increase the Common Areas of the Condominium, thereby increasing the value of the co-ownership rights of the acquiring Condominium Owners, in which case, the corresponding amendment must be made in the Articles of Incorporation.

Article 67.- In accordance with the provisions of this Title, if the total extinction of the regime is chosen, a decision must also be taken on the division of the common property or its sale. The rules for dissolution and liquidation provided for in common law shall be applicable as appropriate.

TITLE EIGHT OF THE DELIMITATION OF ACCESS IN THE EVENT OF BORDERING WITH FEDERAL MARITIME-TERRESTRIAL ZONE

SINGLE CHAPTER

Article 68.- In Condominiums bordering a federal maritime-terrestrial zone, land reclaimed from the sea or any other marine water reservoir, Condominium Owners, Occupants, their relatives, Managers and employees are obliged to allow the general public, when there are no public roads or other accesses to them, the free transit and accessibility to such public domain property.

The accesses to the Public Beaches of the State, are legal easements of passage, the City Councils of the State have the obligation to demand that this right is respected, same that will be governed by the respective Municipal Regulations.

Article 69.- If there are several Condominiums through which the public property may be accessed, the obligor of the easement shall be the one through which the distance is



shorter. If the distance is equal, at the request of the corresponding Municipality, the Judge shall designate which of the Condominiums shall provide the passage, or if the easement shall be provided on a shared and proportional basis.

TITLE NINE OF PENALTIES

SINGLE CHAPTER

Article 70.- The contravention of the provisions of this Law shall give rise to the imposition of the following economic sanctions, dictated by judicial or administrative resolution within the scope of their respective competences:

I.- With a fine equivalent to ten times the daily value of the Unit of Measurement and Updating, failure to comply with the provisions of Articles 21 and 25 sections IV and IX;

II. With a fine for the equivalent of twenty times the daily value of the Unit of Measurement and Updating, the failure to comply with the provisions of Article 25, sections II, V, and VI; and

III. With a fine equivalent to thirty times the daily value of the Unit of Measurement and Actualization, for failure to comply with the provisions of Articles 9, last paragraph only in the case of the Manager, 25, Sections I, III, VII and VIII; 29, second paragraph; 40, when the Manager, during his term of office, causes property damage to the detriment of the Condominium Owners or the common property of the Condominium; 41, first paragraph and 68, first paragraph.

In cases of recidivism, up to twice the maximum of the penalty originally imposed will be applied.

Article 71.- The penalties established in this Law shall be applied independently of those imposed for violation of other applicable provisions.

T R A N S I T O R I O R S

FIRST.- The present Law shall enter into effect on the day following its publication in the Official Gazette of the Government of the State of Baja California Sur.

SECOND.- Condominium property regimes constituted prior to the effective date of this law shall continue to be governed by their Articles of Incorporation and Regulations, but any modifications made to them as of the effective date of this decree must comply with the provisions of this law.



THIRD: The competent authorities of the Municipalities and of the State shall issue the general criteria referred to in Article 17 of the present Law, within a term not to exceed ninety working days, counted as of the date of entry into force of the same.

GIVEN IN THE SESSIONS ROOM OF THE LEGISLATIVE POWER OF THE STATE,
La Paz, Baja California Sur, on the thirteenth day of November of the year two thousand seven. President: **Representative Venustiano Pérez Sánchez**, Rubric. Secretary:
Deputy Óscar Leggs Castro, Rubric.