



MR ABOGADO
LEGAL SERVICES

ORDINARY CIVIL TRIAL. [REDACTED] ET AL.

VS.

ADMINISTRATOR OF THE "HACIENDAS PALO VERDE" CONDOMINIUM PROPERTY REGIME.

Subject: Initial application.

La Paz, Baja California Sur; September 18, 2023.

JUDGE OF FIRST INSTANCE OF THE CIVIL BRANCH, IN TURN,
OF THE JUDICIAL DISTRICT OF LA PAZ.

Present.

Licens. REYES ALFREDO MACHADO GARCÍA, SERGIO ALBERTO PAZ RAYMUNDO and ENRIQUE MIGUEL MOLINA ALCANTÁRA, in our capacity as legal representatives of [REDACTED] and RAINER RUDOLF PETERS, with general power of attorney for lawsuits and collections, a personality that we accredit with public instrument number 28,487, book number 557, folio number 13,730, of April 24, 2023, passed before the faith of Mr. ALEJANDRO MENDOZA ALMADA, Notary Public number 08 in the State of Baja California Sur, with residence in this city, which I exhibit in original and simple copy, for comparison, requesting the return of the original document; indicating as the address to hear and receive notifications the law firm called "MR Abogados" located at Calle San Antonio No. 14, between Forjadores and San José de Comondú, colonia Bellavista, in this city; appointing ALEXIA BRICEÑO SANTANA, a law graduate in terms of Articles 2500 and 2501 of the Civil Code for the Free and Sovereign State of Baja California Sur, as judicial representative; Similarly, in terms of Article 127 BIS, of the Code of Civil Procedure for the State of Baja California Sur, I request that access to the electronic file of this matter be authorized, with the following e-mail addresses: amachado(annrabogados-bcs.com

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enriquemolina2323@icloud.com and alexia.briceno@mrabogado.com, which are in the name of REYES ALFREDO MACHADO GARCÍA, ENRIQUE MIGUEL MOLINA ALCANTARA and ALEXIA BRICEÑO SANTANA, respectively, which are duly registered on the electronic portal of the JUDICIAL BRANCH OF THE STATE OF BAJA CALIFORNIA SUR, on the microsite of the electronic court, while to hear and receive notifications and all kinds of documents and to impose orders on GAEL ALEJANDRO LÓPEZ ESTRADA and JUANA ELIZABETH CURIEL DELGADO; Before you, with all due respect, we appear:

EXPOSE

That, by means of this document and in terms of Articles 1, 2, 15 and 254 of the Code of Civil Procedure for the State of Baja California Sur, in the ordinary civil proceedings and in exercise of the action for absolute nullity provided for in Articles 8 and 2130 of the Civil Code for the Free and Sovereign State of Baja California Sur, We come to sue [REDACTED], in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", with address at Vista Mar Street, without number, colonia Ampliación Centenario, zip code: 23201, in this city, the following:

BENEFITS

- a) The judicial declaration of absolute nullity of the extraordinary contribution and/or special fee imposed by [REDACTED], in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", for the amount of \$2,360.00 (two thousand three hundred and sixty pesos 00/100 national currency);
- b) The judicial declaration of absolute nullity of the charge and/or fine and/or economic sanction imposed by [REDACTED], in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", for the amount of \$8,500.00 (eight thousand



- five hundred pesos 00/100 national currency), to [REDACTED] in his capacity as condominium owner of the lot located at 80 Vista Mar Street, within the "Haciendas Palo Verde" Condominium Property Regime, located in El Centenario, zip code: 23205, municipality of La Paz, Baja California Sur, for not covering the amount of \$2,360.00 (two thousand three hundred and sixty pesos 00/100 national currency), as a result of not paying the extraordinary contribution and/or special fee indicated in a) no later than May 31, 2023;
- c) The judicial declaration of absolute nullity of the charge and/or fine and/or economic sanction imposed by [REDACTED], in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", for the amount of \$8,500.00 (eight thousand five hundred pesos 00/100 national currency), to [REDACTED] and [REDACTED] in their capacity as condominium owners of the lot located at Vista Mar Street number 27, within the Condominium Property Regime "Haciendas Palo Verde", located in El Centenario, zip code: 23205, municipality of La Paz, Baja California Sur, for not covering the amount of \$2,360.00 (two thousand three hundred and sixty pesos 00/100 national currency), as a result of not paying the extraordinary contribution and/or special fee indicated in a) no later than May 31, 2023;
- d) The judicial declaration of the nullity of the sanctions imposed by [REDACTED], in her capacity as ADMINISTRATOR OF THE REGIME IN CONDOMINIUM PROPERTY "HACIENDAS PALO VERDE", to our clients consisting of the suspension and/or restrictions in the services of automatic access to Palo Verde, garbage collection and on the use of common areas such as the Gym and the Clubhouse, as well as the right to reserve such areas for private events of the Condominium;



- e) The judicial declaration on the restitution to our clients of the services of automatic access to Palo Verde, garbage collection and on the use of common areas such as the Gym and the Clubhouse, as well as the right to reserve said areas for private events of the Condominium; and
- f) Payment of the costs and expenses incurred in connection with the present case;

We base our decision on the following considerations of fact and law:

FACTS

1. On June 9, 2008, the "Haciendas Palo Verde" Condominium Property Regime was constituted, with headquarters in this city, as evidenced by the certified copy of public instrument number 39,160, book number 1,291, passed before the faith of Mr. JORGE L. ÁLVAREZ GÁMEZ, Notary Public number 11 in the State of Baja California Sur. It is located in El Centenario, zip code: 23205, municipality of La Paz, Baja California Sur and consists of lots of private area, common area, service area and federal concession zones.

2. Our clients have the quality of condominium owners within the "Haciendas Palo Verde" Condominium Property Regime, in accordance with article 2º section VII, of the Law on the Condominium Property Regime of the State of Baja California Sur, since they are owners and/or holders of the trust rights of lots located in the "Haciendas Palo Verde" Condominium Property Regime, as explained below:

Name	Domicile
[REDACTED]	Lot located at 80 Vista Mar Street, within the "Haciendas Palo" Condominium Property Regime



	Verde", located in El Centenario, zip code: 23205, municipality of La Paz, Baja California Sur
██████████ ██████████ ██████████	Lot located at Vista Mar Street number 27, within the Property Regime in Condominium "Haciendas Palo Verde", located in El Centenario, zip code: 23205, municipality of La Paz, Baja California Sur

For this purpose, a certified copy of public deed number 9,110, volume number 232, dated June 18, 2019, passed before the faith of Mr. GUILLERMO SANTILLÁN MEZA, Notary Public number 20 in the State of Baja California Sur, as well as the certified copy of public deed number 111,784, volume number 2,029, is attached . dated January 22, 2020, passed before the faith of Mr. JOSÉ ALBERTO CASTRO SALAZAR, Notary Public number 07 in the State of Baja California Sur.

3. Condominiums are legally created persons, in accordance with article 25, section VIII, of the Civil Code for the Free and Sovereign State of Baja California Sur, that is, they are legal entities and are administered by the natural or legal person designated by the assembly, under the terms of article 37, of the Law on the Condominium Property Regime of the State of Baja California Sur.

4. According to the Law on the Condominium Property Regime of the State of Baja California Sur, the Condominiums contain the Exclusive Property Units and Common Areas and Assets, which are defined in its article 2 fractions II and XVI, in the following terms:

"II.- Common Areas and Assets: These are those that belong in an undivided manner to the condominiums 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 condominiums and occupants in terms of the provisions of Article 956 of the Civil Code;"

"XVI.- Exclusive Property Units: These are the different lots of land , apartments, flats, dwellings, houses, premises, areas or warehouses, built in a

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vertical, horizontal or mixed, susceptible of independent use because they have their own access to a common element of the former or to the public road over which the condominium owner has an exclusive right of ownership and use."

(Highlights are my own) *

5. With regard to property considered to be common property, Article 27 of the Law on the Condominium Property Regime of the State of Baja California Sur states:

"Article 27 – The right of co-ownership over the common elements of the Condominium is accessory and indivisible to the right of private property over the Exclusive Property Unit, so it may not be alienated, encumbered or seized, separately from the same Exclusive Property Unit.

The right of co-ownership of each condominium owner over the common property will be proportional in the same way that his or her Exclusive Property Unit represents as a percentage with respect to the total property subject to the Condominium property regime, established in the Articles of Incorporation. The following are common property:

I. The land, basements, entrance doors, lobbies, galleries, corridors, stairs, courtyards, gardens, squares, paths, interior streets, sports, recreation, reception or social gathering facilities, spaces that have been indicated by the building permits as sufficient for vehicle parking, provided that such areas are for general use;

II. Premises for the administration, portage and accommodation of the porter and guards; plus those for general facilities and common services;

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

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

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V.- Any other parts of the Condominium, premises, works, apparatus or installations that are resolved, by the unanimity of the Condominiums, to be used or enjoyed in common or that are established as such in the Articles of Incorporation and in the Regulations of the Condominium.

The Condominiums shall supervise and require the Administrator to keep a complete and up-to-date inventory of all the furniture, apparatus and installations described, as well as those that may be acquired or decommissioned in the future.

(Highlights are my own) *

On the other hand, with respect to the common areas and goods within the "Haciendas Palo Verde" Condominium, numeral 5.3, of the Regulations of the "Haciendas Palo Verde" Condominium, states:

"5.3. Common Areas and Common Goods.-----

Common areas and common goods are those units designated as areas and goods of common use necessary for access, services, comfort, appearance, recreation, and security within the Haciendas Palo Verde Condominium, in accordance with applicable provisions.

The following assets, together with those assets set out in the legal provisions shall be considered as common property of condominiums, present or future, and they will constitute the common areas and common goods; -----

(a) Streets, access roads, non-exclusive parking areas, circulation areas, drainage canals, nature reserves, gardens, and open spaces, except when located within private areas or service areas. -----

(b) If applicable, the administration area, security booths and maintenance facilities, equipment of any other facility for general and special services within the Haciendas Palo Verde Condominium. -----

(c) All infrastructure located within the Haciendas Palo Verde Condominium, necessary for the maintenance of common areas and common property, including, where applicable, storage tanks, mechanical equipment areas, electrical, water and sewer wiring or piping, cables, and other service facilities, wherever located, and the land where such facilities are located. Under no circumstances may the common areas and common property be divided or modified with respect to their

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form, construction, design or purpose, if not expressly authorized by a resolution adopted by the Assembly of Condominiums, in accordance with the provisions of Article 13 of these Regulations, or instituted by the grantor."

*(Highlights are my own) **

7. However, the expenses arising from the operation, repair, conservation and maintenance of the facilities and general services, as well as the common areas or goods, will be covered by the Condominiums in the proportion that their percentage of co-ownership represents over the undivided part of the Condominium, in accordance with article 30, section V. of the Law on the Condominium Property Regime of the State of Baja California Sur

This aspect is corroborated by the provisions of article 2, section II, of the Law on the Condominium Property Regime of the State of Baja California Sur, since it is categorical that the use, exploitation and maintenance of the common areas and goods is the responsibility of the condominiums.

To this end, article 35, section IX, of the Law on the Condominium Property Regime of the State of Baja California Sur, states:

"Article 35. The Condominium Assembly shall have the following powers:

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

*(Highlights are my own) **

In turn, article 35, section IX, of the Law on the Condominium Property Regime of the State of Baja California Sur, states:



"Article 46. The contribution of the Condominium Owners to the constitution of the maintenance and administration fund and the reserve fund must be made as follows:

1.- 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;

11.- This payment may be divided into monthly payments, which must be paid in advance, or as decided by the general assembly. The amount of these funds will be integrated in proportion to the right of co-ownership that corresponds to each condominium, as provided for in article 19 of this law. The first contributions for the constitution of both funds will be determined in the Condominium Regulations;

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

IV. The assembly of condominiums, in the case of common property areas, which are leased or used for commerce, will dictate the provisions conducive to their contracting to third parties, establishing the temporality and the respective guarantees for their compliance.

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

*(Highlights are my own) **

In this regard, Articles 4.7. and 11, of the Regulations of the "Haciendas Palo Verde" Condominium, establish:

"4.7. " Contributions." It will mean the following fees:

(a) "Ordinary Contributions" shall mean the routine amounts to be paid by the condominium owners for the administration and maintenance of the common areas and common property and such amounts as may be covered for the creation of reserve funds (the "reserve fund") and such other funds as may be determined by the Condominium Assembly or the Administrator or to cover additional unforeseen expenses,
How to



Article 71 hereof.

(b) "Contributions for Improvements" shall mean a special fee to cover construction costs of any improvements, installations, or equipment that forms part of the common areas and commons, as set forth in Article 11 hereof.

(c) "Extraordinary Contributions" shall mean any amount payable by the Condominiums to cover unforeseen emergency, repair, and reconstruction expenses incurred in the common areas and common property of the Haciendas Palo Verde Condominium, as set forth in Article 11 hereof.

(d) "Service Contributions" shall mean the costs of the budget exclusively at 50% (12 hours) to the private security contract, 100% direct cost of water pumping (electricity and maintenance) and 100% cost of garbage collection.

(e) "Penalty Contributions" shall mean any charge or fine imposed by the Administrator on any condominium owner due to:

(1) Failure to pay contributions on time.

(2) Any expense incurred by the Haciendas Palo Verde Condominium and/or the Administrator due to the condominium's failure to comply with these Regulations.

(3) Expenses incurred by Condominio Haciendas Palo Verde and/or the Administrator for repairs of any damage caused by any condominium owner or any occupant thereof to any part of the common areas or common property.

(4) Expenses incurred by the Haciendas Palo Verde Condominium and/or the Administrator for the enforced execution of the Regulations or Design Guidelines with respect to a condominium."

"ARTICLE 11.- USE OF CONTRIBUTIONS

11.1. Regular contributions and two service contributions. (see 4.7(d) and 11.9) shall be used to cover routine expenses related to the administration and maintenance (not for the initial construction) of the common areas and common property of the Haciendas Palo Verde Condominium, in order to preserve the quality of access, services, comfort, appearance, recreation and security within the Haciendas Palo Verde Condominium, and to maintain the value and meet the collective needs of the Haciendas Palo Verde Condominium in accordance with applicable provisions. Routine expenses to be covered with



Regular contributions include, but are not limited to, the following:

(a) Salaries, Wages and Benefits for Employees Working at the Haciendas Palo Verde Condominium -----

(b) Costs of repairing and maintaining the infrastructure of common areas, gardens, buildings, and equipment. -----

(c) Purchase of equipment, tools, and materials used for the repair and maintenance of common areas and common property. -----

(d) Fees for services, including electricity, water, gas, and telephone used by the Haciendas Palo Verde Condominium. -----

(e) Insurance premiums. -----

(f) Payments for concession of federal concession zones. -----

11.7. Notwithstanding any provision contained in these Rules, the Administrator shall have the right to impose an extraordinary contribution, or may increase any other contribution, as necessary, to cover costs and expenses related to emergency situations:

(a) Any unanticipated expenses required by court order. -----

(b) -----A

ny emergency expense greater than the level of the reserve fund for the repair and maintenance of the Haciendas Palo Verde Condominium or part thereof that is the responsibility of the Administrator, in the event that it is discovered that the safety of persons or private property is in danger. -----

Prior to determining the collection of an extraordinary contribution, the Administrator shall deliver a notice describing the need to make such extraordinary expenditure and the reasons why it was not determined in the process of preparing the corresponding annual budget."

(Highlights are my own) *



8. The Law on the Condominium Property Regime of the State of Baja California Sur, in its article 2° section VII, states that the Administrator is the natural or legal person appointed in the Articles of Incorporation or by the Assembly to perform the function of administration of a Condominium.

In turn, article 4.1., of the Regulations of the "Haciendas Palo Verde" Condominium, adds that the Administrator will mean the natural or legal person designated by the Assembly of Condominiums, who will be authorized to operate, maintain, repair and manage the common areas and common goods of the Haciendas Palo Verde Condominium and to enforce these Regulations and the Design Guides of Haciendas Palo Verde.

9. According to article 40 of the Law on the Condominium Property Regime of the State of Baja California Sur, it states that it will be the responsibility of the Condominium Administrator, among other things, to keep a book of minutes of the Assembly, a registry book of Condominiums and a registry book of guests of the Condominiums, all duly authorized by the Supervisory Committee. as well as to collect and conserve the books and documentation related to the Condominium, which may be consulted at any time by the Condominiums or their representatives and deliver on a monthly, bimonthly or annual basis or when so determined by the Assembly to each Condominium, a statement of account showing the following:

- a) A detailed account of the collection and expenditure of the previous month(s) incurred from the maintenance and administration fund;
- b) Consolidated statement showing the amounts of contributions and contributions to be paid. The Administrator shall have at the disposal of the Condominium Owners who request it a list of the same in which the amounts that each of them contributed both to the maintenance and administration fund, and to the reserve fund, with an expression of the balances of contributions pending to be covered;



- c) Balance of the maintenance and administration fund and purposes for which it will be allocated in the following month or, if applicable, amount and list of debts to be covered; and
- d) Balance of bank accounts, investment resources, including interest, held by the Administrator

Likewise, Article 16.4 of the Regulations of the "Haciendas Palo Verde" Condominium, establishes the obligation of the Administrator to prepare financial statements for the "Haciendas Palo Verde" Condominium and distribute among the condominiums the following documents: (i) the operating budget for each fiscal year; (ii) the budget of accumulated income and expenditure; (iii) a report of the amount of cash available for the Administrator to replace or repair the Common Areas or Common Property, as well as for contingencies; and (iv) a detailed budget of the term and methods of application of the repair or replacement funds with respect to the Common Areas or Common Property that are the responsibility of the Administrator.

In addition, prepare an annual report that must be distributed within 120 calendar days after the end of the corresponding fiscal year, which includes the following:

- a) E balance at year-end;
- b) Operations report (budget) for the following fiscal year; and
- c) A report on a change in financial situation during the fiscal year in question.

It is even specified that these reports must be prepared in accordance with generally accepted accounting principles.



10. That said, since 2017, [REDACTED] has held the position of Administrator of the "Haciendas Palo Verde" Condominium, located in El Centenario, zip code: 23205, municipality of La Paz, Baja California Sur, has its offices at Vista Mar Street, without number, Ampliación Centenario neighborhood, zip code: 23201, in this city, with a schedule from 9:30 a.m. to 11:30 a.m., subject to the responsibilities and obligations assigned to that position by the Law on the Condominium Property Regime of the State of Baja California Sur and the Regulations of the "Haciendas Palo Verde" Condominium.

11. On January 17, 2023, [REDACTED] due to the fact that [REDACTED] in her capacity as Administrator of the "Haciendas Palo Verde" Condominium, has refrained from providing the reports and reports described in the Eighth fact to the condominiums, despite being a legal obligation, so it cannot be verified that she complies with her administrative obligations, much less adequately verify the exercise of the economic resources made from the maintenance and administration fund, promoted preparatory proceedings for an ordinary civil trial against her as Administrator of the aforementioned Condominium, in order to present a series of requested documents and render the omitted accounts, which was filed in the Second Court of First Instance of the Civil Branch of the Judicial District of La Paz, with residence in this city, under file number: 00018/2013.

Attached are simple copies of the records that make up file number 00018/2013, of the index of the Second Court of First Instance of the Civil Branch of La Paz, based in this city.

12. On March 01, 2023 [REDACTED] in her capacity as Administrator of the "Haciendas Palo Verde" Condominium, from the email account hpv.hoa.ariana@gmail.com, communicated to all condominiums (lot owners), including our clients, that derived from the legal process initiated by [REDACTED] relating to the aforementioned means of preparation for the trial, as well as other means of preparation promoted by various condominiums, both with the purpose of making her as administrator render



That each and every one of the 106 owners or condominiums that make up said Condominium, must pay a special fee to cover the legal fees that will be used to respond to said preparatory proceedings, equivalent to the amount of \$2,360.00 (two thousand three hundred and sixty pesos 00/100 national currency), so that it can collect the amount of \$250,160.00 (two hundred and fifty thousand one hundred and sixty pesos 00/100 national currency), no later than May 31, 2023, which evidences a notorious overcharge for the collection of a service with respect to prejudicial acts of means preparatory to trial.

In other words, [REDACTED] instead of using her own resources from her assets to meet the claims against her in relation to her management as Administrator of the "Haciendas Palo Verde" Condominium, is collecting and using economic resources from the "Haciendas Palo Verde" Condominium, which are intended to cover common expenses of the condominiums or owners of lots, as specified in the lines above. to cover the legal fees that she will require to attend the legal proceedings that have been initiated against her, so that she is accountable for her management.

Likewise, in that email she mentions the existence of indirect amparo lawsuits against protection orders, where she says that she had to request due to acts of harassment, harassment and verbal aggression that she says she suffered from a group of owners, being important to mention that our clients were the ones who promoted those indirect amparo lawsuits, which were filed in the Second District Court in the State of Baja California Sur, under numbers 68/2023 and 69/2023, the first promoted by [REDACTED] and the second promoted by [REDACTED], whose act claimed were the protection measures decreed against us, dictated within the investigation folder number: LPZ/476/2023/NUC, which is being processed by YANITZETH LORENA RUIZ MARTÍNEZ, Agent of the Public Prosecutor's Office of the Common Jurisdiction assigned to the Unit of Various Crimes and their Prosecution, on the occasion of the complaint filed by [REDACTED], by her own



and she in the email evidence that she uses the economic resources of the condominium to pay for her personal legal expenses.

Attached are simple copies of the files of the indirect amparo proceedings and the investigation file to which we have referred.

13. Our clients refused to cover this special fee imposed by [REDACTED] in her capacity as Administrator of the "Haciendas Palo Verde" Condominium, on all the Condominiums so that she could pay the aforementioned lawyers to attend to her personal affairs, as they were clearly illegal, since these expenses do not constitute a common expense in terms of what is indicated in facts 5 and 6 From this lawsuit, since it intends to occupy them for personal purposes to answer the lawsuits filed against them, it turns out that the now defendant since June 2023, suspended the services of automatic access to Palo Verde, garbage collection and on the use of common areas such as the Gym and the Clubhouse, as well as the right to reserve said areas for private events of the Condominium, in addition to the fact that it is charging the amount of \$8,500.00 (eight thousand five hundred pesos 00/100 national currency), for the concept of extraordinary contribution and/or special fee imposed by [REDACTED] in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", despite the fact that at no time was she authorized by the Assembly of Condominiums to proceed in the way he did.

Now, in order to demonstrate the inadmissibility of the collection of the extraordinary contribution and/or special fee imposed by [REDACTED] in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", it is important to mention that she is based on the provisions of numeral 11.7 subsection a), of the Regulations of the Condominium "Haciendas Palo Verde", That says:

"11.7. Notwithstanding any provision contained in these Rules, the Administrator shall have the right to impose an extraordinary contribution, or may



increase any other contributions, as necessary, to cover the costs and
Emergency-related expenses:-----

(a)-----Any
unanticipated expenses required by court order. -----

(b)-----Any emergency expense
greater than the level of the reserve fund for the repair and maintenance of the Haciendas Palo
Verde Condominium or part thereof that is the responsibility of the Administrator, in the event
that it is discovered that the safety of persons or private property is in danger.

Prior to determining the collection of an extraordinary contribution, the Administrator
shall deliver a notice describing the need to incur such extraordinary expenditure and the
reasons why it was not determined in the process of preparing the corresponding annual
budget."

However, this assumption refers to an extraordinary contribution to cover costs
and expenses related to emergency situations, related to any unanticipated
expense required by the judicial order, when at no time did any judicial
authority require the "Haciendas Palo Verde" Condominium Property Regime,
based in this city, to pay any amount. that is, the Condominium Property
"Haciendas Palo Verde", based in this city, has not been condemned by an
executory judgment to pay an amount of money, which is why the assumption
that it handles is not met.

On the contrary, it is [REDACTED] in her capacity as
ADMINISTRATOR OF THE REGIME OWNED IN CONDOMINIUM "HACIENDAS PALO
VERDE ", who has been sued to render accounts and present documents.

14. Given the illegal actions of [REDACTED] in her capacity as
ADMINISTRATOR OF THE "HACIENDAS PALO VERDE" CONDOMINIUM PROPERTY
REGIME, our clients find it necessary to promote in the way and manner in which
they do so, in order to declare the absolute nullity of the extraordinary
contribution imposed, as well as of the economic sanction and the suspension of the
services of our represented parties be lifted.



RIGHT

I. That Honorable Court is competent to hear the present matter, in accordance with the provisions of Articles 152 and 156, section III, of the Code of Civil Procedure for the State of Baja California Sur, in relation to Article 43, section II, of the Organic Law of the Judiciary of the State of Baja California Sur and numeral 217, of the Regulations of the "Haciendas Palo Verde" Condominium, which reads:

*"21.7. Jurisdiction. -----
For all matters related to the fulfillment of the obligations and the exercise of the rights contained in this instrument, the parties expressly submit to the jurisdiction of the competent Courts of the city of La Paz, B.C.S., thereby waiving any other jurisdiction to which they may be entitled by reason of their present or future domiciles for any other reason. In the event of any discrepancy between the majority condominium owner and the other condominiums, such discrepancy shall be subject to the consideration of the competent Courts of the city of La Paz, B.C.S., or to an arbitration proceeding, as established by the Code of Civil Procedure of B.C.S., Mexico."*

II. Articles 8, 25, section VIII, 943, 946, 951, 952, 2130, 2131, 2132 and other related articles of the Civil Code of the Free and Sovereign State of Baja California Sur are applicable on the merits; 1st, 2nd sections I, VI and VII, 3rd, 4th, 5th, 18th, 19th, 20th, 27th, 28th, 32, 32 Bis 37, 33, 34 sections I and II, 40 and other relatives, of the Law on the Condominium Property Regime of the State of Baja California Sur.

III. The procedure is governed by the provisions of Title Six Ordinary Civil Trial, of the Code of Civil Procedure for the State of Baja California Sur.

POINTS REQUESTS

In view of the above, we respectfully ask that you serve:

FIRST. That we be deemed to have submitted, with this brief, documents and copies that I enclose, suing [REDACTED] in the ordinary civil proceedings



██████████ in her capacity as ADMINISTRATOR OF THE "HACIENDAS PALO VERDE" CONDOMINIUM PROPERTY REGIME, the aforementioned benefits.

SECOND. To admit the complaint and order that the defendant be summoned, with the copies exhibited for that purpose, to answer the complaint within the term of the law.

THIRD. At the appropriate time, following legal procedures, to issue a ruling in favor of the benefits claimed in this trial.

WE PROTEST AS NECESSARY LIC

. REYES ALFREDO MACHADO GARCÍA. LIC. SERGIO ALBERTO PAZ RAYMUNDO.

ENRIQUE MIGUEL MOLINA ALCANTÁRA

This signature sheet corresponds to the lawsuit of ordinary civil trial, filed on behalf of ██████████ against ██████████ ██████████ in her capacity as ADMINISTRATOR OF THE REGIME IN PROPERTY IN CONDOMINIUM "HACIENDAS PALO VERDE", for the absolute nullity of the aforementioned collections.