

AGREEMENT TO CONSTRUCT OR RENOVATE A SINGLE FAMILY HOME, ENTERED INTO BY MISIÓN VIEJA DE SAN MIGUEL A.C. HOMEOWNERS ASSOCIATION (LMPOA), ACTING THROUGH ITS PROPERTY DEVELOPMENT COMMITTEE (PDC), AND HOMEOWNER _____

The Parties agree as follows:

1. The Authorization for the development of **LA MISIÓN VIEJA DE SAN MIGUEL**, published in the Official Gazette of Baja California dated September 30, 1956, forms an integral part of this Agreement.
2. La Mision Vieja De San Miguel Homeowners Association A.C., (LMPOA), is a legal entity in the State of Baja California, Mexico, having been filed before Esq. Angel Saad Sais, Notary No. 4 of Ensenada formalized in the Public Deed number 26,997 dated June 3, 2000, and recorded in the Public Registry Records of Ensenada, B.C. under number 5075168, Civil Section, on July 4th, 2000.
3. Pursuant to Article 2 of the LMPOA Bylaws, LMPOA has among other functions, the operation and functioning of the services and the administration of the development, and is authorized to approve, reject or modify the plans presented by each Homeowner.
4. At the time of signing this Agreement, a refundable deposit in the amount of \$~~1,000~~500 will be submitted by the Homeowner to secure the completion of any infrastructure improvements Homeowner fails to complete, and to ensure compliance with the Construction Requirements of this Agreement.
5. Homeowner acknowledges that LMPOA Bylaws have certain limitations on the use of the property, and Homeowner agrees to comply with those limitations, including:
 - a.) Only one residential unit~~s~~ is permitted on each lot.
 - b.) Lots may not be subdivided.
 - c.) The maximum height of a two story structure is 7 meters.
 - d.) Livestock is not permitted.
 - e.) Temporary housing, such as trailers and mobile homes, are not permitted.
6. The PDC has determined that, in order to carry out its duties and duly comply with this Agreement, it may need the support of an advisor in construction and building. Therefore

The PDC may engage a Civil Engineer or other expert who has knowledge of the Construction Requirements. The engineer or expert will be hereinafter referred to as the Advisor. If an advisor is retained by the PDC, the cost of the advisor will be deducted from the owner's refundable deposit to LMPOA.

7. On [date]_____ the Homeowner received approval of the final plans from the PDC.

8. With the objective of verifying and complying with the Construction Requirements, the parties agree to the following:

- a) During the layout of the foundations, the PDC representative and/or the Advisor, may physically verify that the work is being done according to the approved plans.
- b) During the construction of elevations, the PDC representative and/or the Advisor, may physically verify that the work is being done according to the approved plans.
- c) When the construction is complete, the Homeowner shall request from the PDC the balance of the refundable deposit established in paragraph 4 of this Agreement.

The Homeowner will be notified 24 hours in advance of any visit or inspection required herein.

9. Homeowner agrees to comply with the LMPOA's Bylaws, C,C,&R's, including the following Construction Requirements:

- a) Construction materials must be stored in the homeowner's lot or other approved off-street location, and will not occupy any streets.
- b) Large amounts of trash or waste are not allowed. If you are generating large amounts of garbage, trees, bushes, plants, or debris, arrange for more frequent garbage collection.
- c) There will not be any type of exterior fire, except for barbeque fires, that are confined to containers that are appropriate for that purpose.
- d) Homeowners/contractors must provide portable toilets for workers and avoid the crude and unhealthy practice of urinating or defecating in vacant lots.
- e) The homeowner/contractor's workers must abandon the place of work at the end of their shift. They must not remain in the area, hold parties or camp in their place of work during the course of construction.

- f) The homeowner/contractor's workers shall clean up the garbage and trash each day and dispose of it appropriately.
- g) Whenever a homeowner causes the arrival of heavy equipment vehicles that damage common or private property, e.g. road, sidewalks, etc. said homeowner will be responsible to repair or pay for the damages.
- h) During construction, the homeowner or his/her architect shall maintain contact with the PDC and keep them informed of changes. Any changes or modifications carried out during construction will be subject to approval by the PDC.

Homeowner accepts that it is his/her responsibility to make sure that any contractor, architect, engineer, construction company, sub-contractor, and all the people who work under his/her direction, follow these same requirements.

10. The Homeowner agrees to not make changes to the plans or to vary the specifications of the construction that have been previously approved by the PDC. However, if he/she wishes to make changes or additions, said changes or additions must be reviewed and approved by the PDC before any such changes are built.

11. If the Homeowner or his/her construction employees violate the provisions of this Agreement, The PDC will inform the Homeowner in writing of the violations he/she is incurring. The Homeowner agrees to correct said violations at the time he/she is notified. If the Homeowner does not correct his/her violations, an economic penalty may be assessed and deducted from the refundable deposit. In addition, the PDC reserves the right to file charges before the relevant authority, and the Homeowner will be charged for the costs for said proceedings.

12. If any part of this Agreement is declared or considered invalid for any reason, said invalidity will not affect the rest of the Agreement, which will continue in full force and effect and will be interpreted without the invalid clause.

13. Both parties express that there has been no deceit, bad faith, fraud, or malice during the creation of this agreement; therefore, they forego their rights to overturn or revoke this agreement due to these causes

14. This Agreement contains the full and complete agreement of the parties regarding the provisions herein, and revokes any and all previous agreements.

15. All notifications that the PDC and the Homeowner have to carry out regarding this Agreement will be in writing. Said notifications will be effective when delivered either personally or through electronic mail, sent to their last known e-mail address which has been stated in this Agreement. The parties state that their e-mail address is:

PDC: Impoa.pdc@gmail.com

Homeowner: _____

15. Regarding the interpretation and enforcement of this agreement, the parties expressly subject themselves to the Laws and jurisdiction of Rosarito, Baja California, forgoing any other jurisdiction that could be applicable for any reason.

LMPOA PDC

Director

Homeowner
