

EXHIBIT "C"

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAS OLAS BEACH COMMUNITY

LAS OLAS BEACH COMMUNITY (LOBC) is a development of real property located in Esterillos Oeste, Parrita, which is duly registered in the public records of The Republic of Costa Rica under INVERSIONES COSTCO C & T, S.A, or its assign. In order to establish, maintain, protect and enhance the property values of LOBC, the Developer of LOBC has established the following Protective Covenants, Conditions and Restrictions--which apply to all present and future property owners within LOBC, their assigns (if any), guests and/or associated third parties. All prospective property owners must subscribe to abide by and uphold the following as a pre-condition of their qualifying to own and/or maintain real property in LOBC:

1. RESIDENTIAL, SINGLE-FAMILY ONLY: All lots shall be developed for residential use only, designed for single-family occupancy.
2. NO BUSINESS USE: No property shall be used for any commercial, business or institutional use. However, this does not prohibit the leasing or renting of the entire property, but only for single-family residential use. No rooms or parts of the residence may be rented or sub-let individually--only the entire residence as a unit.
3. PLAN APPROVAL REQUIRED: No excavation, building, structure or other improvement (including a fence) shall be commenced, erected, installed, used or maintained on any lot (including any additions, changes or alterations) without the express prior written consent and approval of LOBC's Architectural Design Board. Two complete sets of plans and specifications (including site location, elevation, slopes and grades, as appropriate) shall be submitted to the Board for review and approval. Some of the factors to be considered shall include: type and quality of proposed design, materials and workmanship, harmony of external design with existing structures, and location with respect to topography and finished grade.
4. ARCHITECTURAL DESIGN BOARD: Shall be organized and directed by LOBC's Developer, and shall consist of no less than three members. This Board shall establish, maintain and enforce (and review and modify, from time to time, as deemed appropriate for preserving LOBC property values) all building and site development standards for LOBC. The Board shall provide ready access to all property owners of the complete list of development standards and regulations currently in force. The Board shall review in a timely manner all proposed development activity (when accompanied by two complete sets of plans and specifications).
5. BUILDING SIZE: The living area on the ground floor of the main residential structure (exclusive of porches, patios, garages, basements, terraces, etc.) shall not be less than Twelve hundred (1,200) square feet for one-story buildings. Multi-story dwellings are limited to no more than two stories and shall have a living area of not less than sixteen hundred (1,600) square feet. Every residence shall have a garage [or carport?] adequate for not less than two cars.
6. METHOD FOR DETERMINING SQUARE FOOTAGE OF LIVING AREA: Multiply the outside horizontal dimensions of the building at each floor level. Garages, porches, patios, terraces, basements, and other similar improvements which are not an essential part of the main residential structure, shall not be included in the calculation.
7. LOT SETBACKS: All owners will observe the set back requirements that is established in the Plan regulator established by the municipality of Paritta, Costa Rica
8. EASEMENTS – UTILITY AND DRAINAGE: Easements for the installation and maintenance of utilities, as well as drainage easements, are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of these said easements.
9. SIGHT & DISTANCE CLEARANCE AT STREET CORNERS: No plants, fences, hedges, walls, trees or anything else shall be allowed to obstruct the view of traffic at any street corner. Thus, no object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner lots.
10. BOUNDARIES--WALLS, FENCES & HEDGES: No wall, fence or hedge in excess of three (3) feet shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear wall, fence or hedge shall be more than six (6) feet high. No chain link fence-type of construction material will be permitted on any lot. Property owners are responsible for keeping walls, fences and hedges in good repair.

11. **SIGNS & DISPLAYS:** Only normal “For Sale” and/or “For Lease” signs (not to exceed five square feet in area) may be erected and maintained on any lot. No sign, advertisement, billboard or advertising structure of any kind (including garage sale, contractor signs and political signs) shall be placed, maintained or displayed to the public view on any lot.
12. **VISUAL SCREENING OF LOTS:** The drying of clothes in public view is prohibited. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring lots, streets and other property.
13. **MAINTENANCE, LAWNS & LANDSCAPING:** All property improvements visible to public view, including structures, lawns and landscaping, shall be maintained in a well-kept state, appropriate to the setting. Thus, peeling paint, broken windows, unmowed lawns and unkept shrubbery, and all other such similar ill-kept improvements, shall not be permitted. No trash, yard clippings, tree branches, garbage or other putrescible or non-putrescible material shall be stored outside the dwelling for a period of more than twelve (12) hours. Violation of this covenant may be corrected by LOBC action, and the owner will be invoiced for the cost of corrective action.
14. **TEMPORARY STRUCTURES:** No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and shall be subject to the approval of the Architectural Design Board.
15. **GARBAGE CONTAINERS:** All garbage or trash containers, oil tanks and/or bottled gas tanks, must be placed under ground or placed in a walled in area such that they shall not be visible from the front street or from adjoining properties.
16. **VEHICLE STORAGE:** No boat trailers, boats, travel trailers, inoperative vehicles, campers or other pleasure vehicles, or equipment—including mowers, tractors, or other lawn and garden equipment—are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent or semi-permanent (more than one day in seven) storage of such items and vehicles must be screened from public view, either within a garage or other enclosed area designed expressly for such purpose.
17. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial or competitive purposes and provided that no more than two (2) of each type animal is kept. No animals or household pets shall be allowed to roam free. All pets shall be under leash when not quartered within the dwelling or within a fenced yard. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.
18. **NUISANCES:** No obnoxious or offensive activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. For example, no lawnmower, chainsaw, or any other implement that produces a noise level over 65 DBA shall be operated from 8:00 P.M. until 7:00 A.M. on weekdays or from 8:00 P.M. until 8:00 A.M. on Saturday and Sunday. No loud music shall be played at a level above the levels established by the ministry of health.
19. **ENFORCEMENT/WAIVER OF RESTRICTIONS:** It is understood upon signing of this agreement that the parties agree that the establishment of the above covenants are for the common good of the homeowners and will ensure the community will maintain certain standards and that the people living in the community will be able to do so in a peaceful and tranquil environment. Enforcement of these restrictions may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto.
20. **SEVERABILITY:** The invalidation of any one of these covenants by a court of competent jurisdiction shall in no wise affect the validity of any of the other covenants, which shall remain in full force and effect.

READ, UNDERSTOOD AND AGREED TO:

 APPLICANT (print name)

 APPLICANT (signature)

 DATE

 CO-APPLICANT (print name)

 CO-APPLICANT (signature)

 DATE

WITNESSED, on behalf of LAS OLAS BEACH COMMUNITY

(print name & title)

(signature)

DATE