

GRAND VIEW ESTATES, S.A.

Homeowners Association

Covenants, Conditions, and Restrictions

11/1/2013

Cimarrones, Siquirres, Limon, Costa Rica

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SECTION 1) GENERAL REGULATIONS

Article 1) MEMBERSHIP PRIVILEGES

- A) Grand View Estates (GVE) Landowners will have full privileges to all common grounds, and services. In return for these privileges, GVE Landowners will be assessed annual HOA (Home Owner Association) fees to be paid annually. The Board will set the level of fees annually, based upon the expenses required to maintain the property. There will be two levels of fees:
 - (1) Level 1 until construction of a livable structure is started on the property, or 5 years from initial closing, whichever occurs first.
 - (2) Thereafter, Level 2 fees will apply. Level 2 fees will be 2.5 times the Level 1 fees. If building occurs during any calendar year, the differential in annual fees will be assessed prorata.
- B) Annual fees must be paid in advance by January 31, or upon closing of lot or home purchase or share transfer in the case of the resale of a corporately-owned property. HOA fees shall be paid in accordance with the GVE HOA invoice in US dollars or in Costa Rica colones according to the current exchange rate on the date of payment.
- C) In the case where a Landowner does not pay the HOA fee on a timely basis, the Treasurer has the duty to request payment in written form, indicating that if the landowner does not pay by March 31, an additional charge of twenty percent of all outstanding obligations shall be charged as a penalty and the Treasurer may enforce this payment by means of a judicial proceeding. This penalty fee shall be charged for each noncompliance of the payment of the maintenance fee.
- D) A landowner may not access any recreational common areas when in arrears on HOA fees.

Article 2) COMMON GROUNDS AND SERVICES

- A) Common areas are provided by means of easements for the purpose of installation, inspection, alteration, substitution, repair, maintenance or for any other legitimate purpose required by the proprietor of the equipment, GVE, or the its agents. Common areas are:
 - (1) Storm-water drainage areas
 - (2) Main installations and premises of central services such as windmills, solar panels, electricity, lighting, telephone, gas, water, water pumps, and wells.
 - (3) Common recreational areas for residents and guests.
 - (4) Green areas, parks, rivers, walking trails, horse trailers, estuary, common grounds and other featured open spaces.
 - (5) Community Center, Pool, and all directly related amenities

- (6) In addition to the above mentioned common areas, other common spaces include those areas that are necessary for the existence, operation, safety, health, conservation, access, cleanliness and decoration of the land, internal access roads and other installations related to water, fences, and any other structure indicated in the plans and considered to be common areas according to the Regulating Law on Property and other applicable legislation.

Article 3) MAINTENANCE OF COMMON AREAS.

- A) Each Landowner, through HOA fees will contribute to the payment of common expenses that are necessary for the good operation of the lands.

Article 4) COMMON EXPENSES

- A) Common expenses include, but are not limited to, the following:
- (1) National or municipal taxes and fees that affect the common property.
 - (2) Expenses due to administration, maintenance and housekeeping of the common areas of the community.
 - (3) Expenses due to maintenance of special services in the common areas of the community, such as but not limited to public lighting, irrigation systems, water, telephone services, and electricity consumption for common services.
 - (4) Costs of renovations, repairs and/or improvements made in the Community or in its common areas that were approved by the Property Manager as well as any other work demanded by competent public authorities.

Article 5) RESERVE FUND.

- A) All unused money from the total HOA fees account will be deposited in a reserve fund to be used to cover unforeseen administrative or common areas maintenance expenses.

Article 6) INSURANCE.

- A) The Administrator will purchase insurance policies to adequately cover and protect the employees of the community, such as the employment risks insurance and social security insurance. This will occur on or before the full service staff of GVE has been implemented.

Article 7) ARTICLE SEVEN: PETS.

- A) Landowners or authorized dwellers are allowed to have domestic pets, such as dogs and cats, in their homes as long as these are not raised or bred for commercial purposes and are not considered a nuisance or danger to the rest of the dwellers.
- B) Horses are authorized on all common roads and residents' properties, per approval of each individual resident.
- C) Other animals that behave as wild animals or are noxious or threatening to humans are not permitted in any area of the community.
- D) Landowners must keep their pets inside their properties or on common roads.
- E) Any pet that annoys, disturbs or is a nuisance to the rest of the community or authorized dwellers is considered noxious.
- F) Breaches to any of these provisions authorizes the Property Manager to ask the Landowner or authorized dweller to remove the animal from the community.

Article 8) SECURITY

- A) GVE HOA shall provide 24-hour monitoring of the community entrance and all common areas and respond to emergency calls or home alarms for residents.
- B) GVE HOA cannot guarantee against loss of personal property or personal injury.
- C) Property owners are encouraged to have their own security system on their property.
- D) Should the Landowner wish to hire surveillance services from another company, in addition to the surveillance services hired by the HOA for the entire community said company must be approved by the Property Manager.

Article 9) GARDENS AND GREEN AREAS.

- A) GVE HOA will provide landscaping design and maintenance services either directly or as a sub-contractor to all common areas.
- B) Landowners are not allowed to modify in any way the landscaping in the common areas or easements in the community unless otherwise approved by the Construction Committee.
- C) Landowners are allowed to have plants of any type on their property as long as the plant height and root structure poses no unreasonable interference of view to neighboring buildings nor unreasonably invade or soil neighboring properties.

- D) Landowners are responsible for their own maintenance of their properties, and may hire the HOA's maintenance company or any other similar company for such purposes. If an outside company is hired the corporate name and workers names must be supplied to the Property Manager.

Article 10) COMMUNITY CENTER

- E) The Community Center may be utilized and enjoyed by all residents who are current with their HOA dues.
- F) Hours for the center are 5 AM to 10 PM seven days per week.
- G) The facilities can be reserved with 15 days advance notice to the Property Manager and absent the dissent of any other land owner.

Article 11) WATER SUPPLY

- A) The Administration of the Community shall provide water distribution services either directly or through a sub-contractor.
- B) Each land owner should provide local filtering and purification, and may consider the use of on-site storage to account for supply interruptions.

Article 12) WASTE COLLECTION

- A) Grandview HOA does not provide waste or trash removal services.
- B) Residents are encouraged to compost vegetable matter.
- C) The Municipalidad of Siquirres has a recycling center.
- D) All other waste material must be taken to Siquirres for disposal in municipal waste collection locations.

Article 13) COMMUNITY RULES

- A) Landowners may use their property for residential and dwelling purposes only.
- B) The landowner may run a home-based business from the property, as long as the business does not impact other residents visually, or generate unpleasant odors or noise.

- C) Landowners may lease their property in their absence, provided that the lessee maintains the standards set forth by these Regulations.
- D) Any structures built to assist in the construction process must be removed upon completion of the construction.
- E) Landowners may not :
- (1) store, keep and/or deposit in the properties any type of explosive, and/or suffocating material that is either dangerous or produces annoying fumes;
 - (2) place materials, merchandise, furniture and/or objects in the affiliated property or in common areas of the properties that jeopardizes the appearance, cleanliness and/or decoration of the properties or causes damage or disturbance to other users, or obstructs or interferes with the use of said areas.
 - (3) place logos, signs, publicity, advertising banners, awnings, plaques, furniture, plant pots or any other object in the common areas.
 - (4) produce or allow disturbances and/or noise that jeopardizes the community's peaceful environment.
 - (5) throw liquids and objects outside the affiliated lot or discard garbage or waste in ways other than stipulated.
 - (6) use common green areas to wash/clean cars, furniture or any other object.
 - (7) have parties in common areas except as approved by the Property Manager.
 - (8) request personal services from the GVE's employees without the Property Manager's authorization.
 - (9) park vehicles in spaces not destined for such purpose. In addition, to park commercial vehicles (all vehicles over four wheels, vehicles on which commercial equipment is mounted as well as any vehicle bearing signs referring to any commercial activity), equipment, boats, trailers or any kind of recreational vehicle in any place in common or private area of the community except on owner property where the vehicle shall not be unsightly (as determined by the Construction Committee).
 - (10) place any type of temporary structure or vehicle such as a motor home or travel trailer on the property unless construction of a living unit is underway or about to start. A Landowner may park a mobile vehicle on the property temporarily while occupying it during a vacation for a period not to exceed 90 days but may not leave it unoccupied.
 - (11) infringe upon the wetlands of the property, including the rivers, creeks, lagoons, lakes, marshes, mangroves, swamps or any other similar places located within the property, with any type of construction or motorized vehicle.
 - (12) build fences or walls to enclose, define or mark the boundary of the lot or the common areas. Any construction of walls must be previously authorized by the Construction Committee.

- (13) keep any debris caused by fire, hurricanes, and storms or by any natural disaster, or major force, or act of God for more than three months.
- (14) use any access or exit to the affiliated property other than the community roads that directly connect the affiliated property to the public road.
- (15) abandon or leave construction unfinished for a period longer than ninety days.
- (16) disregard the rules or regulations set forth by the Administrator.

SECTION 2) ADMINISTRATION REGULATIONS

Article 1) BODY OF THE COMMUNITY

- A) The governance of GVE HOA will be by a Board of Directors, elected for a 3-year term by the members.
- B) The Board shall be comprised of a President, Secretary and Treasurer. The Board will serve voluntarily. However, during their term of office, the Board members will be compensated by having their HOA fees waived.
- C) Nominations to the Board may be self-made or made by others and must be received by November 1st of the year prior to the election. They must be accompanied by a bio and picture that can be distributed electronically with the notice of meeting. All nominations are to be sent to the then acting Secretary.
- D) The first election of officers will occur at the regularly scheduled meeting in 2015 or the first meeting after 20 homes are built in the development, whichever comes first. Prior to this time, the initially appointed Board will serve in these positions.
- E) All Landowners who have built a permanent dwelling place on their property are eligible to serve on the Board.
- F) Only Landowners who have previously served on the Board are eligible to become President.
- G) Landowners who are in arrears on their HOA fees are not eligible to serve on the Board.
- H) All Landowners who have built a permanent dwelling are automatically members of the Construction Committee.
- I) The Board may appoint a Property Manager and Comptroller who will serve at the pleasure of the Board. The duties and remuneration of these individuals will be set by the Board.

Article 2) ORDINARY AND EXTRAORDINARY MEETINGS.

- A) Ordinary meetings of the Community shall be held once a year, generally on the last Friday of January. Extraordinary meetings shall be held whenever requested by the Board, the Construction Committee or the Landowners as long as they represent at least a third of the total number of landowners.
- B) The President or his/her designated representative will convene all meetings.
- C) Meeting requests shall be addressed to the President or Property Manager who must issue the notice of the meeting within ten working days after said request. Meetings shall be held at the place indicated by the Board. Meetings may be conducted electronically or in person. Proxies may be solicited by the Board or any Landowner.
- D) Each lot at Grand View Estates will carry a single vote.
- E) Decisions will be determined by a simple majority of votes cast, including proxy votes, on those issues requiring a vote.

Article 3) NOTICE OF MEETINGS

- A) The notice shall specify the time and place as well as the agenda of the meeting.
- B) The notice shall be a written memorandum sent to each Landowner at the e-mail address registered by the Administration of the Community within no less than fifteen natural days before the time set for the ordinary or extraordinary meeting, not counting the day of delivery nor the day of the meeting.
- C) The cost of holding the meetings, including video-conferencing costs, will be an expense of the HOA.

Article 4) POWERS OF THE BOARD OF DIRECTORS

- A) The BOARD acts as the legal representative of the community and has powers to represent it in all judicial and/or administrative matters that may arise in relation to the community and shall have general powers of attorney.
- B) The Board or its appointee may exercise administrative and judicial actions against the Landowners or occupants of the Community in case of violations of Costa Rican law, these Regulations, the easements that bear upon the affiliated properties, its own decisions and/or the decisions of the Construction Committee; and demand payment of the HOA fee.
- C) In addition, the Board may have the power, when so granted, to represent each of the Community Landowners by proxy in their absence, at each and all of the ordinary and

extraordinary meetings, to vote on agreements or any other voting required by the Law on Community Property.

Article 5) DUTIES OF THE BOARD OF DIRECTORS.

A) The duties of the BOARD are:

- (1) To abide by and enforce the Regulations, to verify any violations and to act upon the violator according to the granted powers.
- (2) To implement the resolutions of the Community Landowners Assembly and the Construction Committee.
- (3) To convene the meetings of the Community Landowners Assembly.
- (4) To deliver the annual report of the year passed, the budget of common expenses for the coming year and the corresponding calculated proportional Maintenance Fees to every Landowner at least five natural days prior to the date of the annual Community Landowners Assembly.
- (5) To collect the HOA Fees from Landowners.
- (6) To certify any due payments of a community Landowner and to certify the amount of the HOA fee.
- (7) To pay the common expenses of the Community from the corresponding funds as well as any special expenses required to provide adequate maintenance to the Community, keeping it in good conditions of safety, comfort, cleanliness and decoration.
- (8) To hire and pay for any special repair carried out in common and service areas, previously authorized by the Property Manager.
- (9) To inspect the Community and the affiliated properties whenever required for the execution of work that benefits the Community.
- (10) To keep the Community in adequate conservation, cleanliness and hygiene conditions and to assure good working conditions of the Community machinery and equipment.
- (11) To appoint or dismiss the Property Manager and Comptroller.
- (12) To hire and dismiss any employees who may be employed by the Community.
- (13) To command, direct and supervise the work of the employees of the Community and to enforce compliance to their duties.
- (14) To keep and have custody of the three legal books of the Community, namely:
 - (a) A Cash Book used to enter daily common expenses and income derived from the Community owner's contributions or from other sources.

- (b) A Minute Book to record the minutes and resolutions of the Community Landowners Assemblies.
 - (c) A Community Landowners Record Book used to keep an updated record of the names, last names and addresses of all the Community Landowners.
 - (d) The Secretary must keep updated information in all the books.
- (15) To keep custody of title deeds and any other documents related to the community as a whole. To represent the Community, either directly or by means of a proxy, before any public administrative, fiscal, police, municipal and/or judicial, local and/or foreign authority, in any claim, action or matter of interest to the Community Landowners or to the Community.
- (16) To select and hire the companies that shall provide services to the Community including security, maintenance of gardens and common areas, potable water, and any other necessary service for an adequate operation of the Community;
- (17) Any other duty appointed by the Landowners

Article 6) THE CONSTRUCTION COMMITTEE

- A) The Construction Committee shall resolve all issues related to the interpretation and application of the Construction Regulations and all matters related to architectural and construction within the individual properties in the Community.
- B) The Construction Committee may execute or enforce its approval and disapproval decisions by the legal means allowed in the legislation, the Regulations and the easements and property rights imposed upon the Community.
- C) The construction of any structure that is carried out and violates the Regulations and common legislation does not generate liability for the Committee or its members.

Article 7) COMPOSITION OF THE COMMITTEE.

- A) All Landowners who have built a permanent dwelling in accordance with Chapter 3, Article 3, are automatically members of the Construction Committee.
- B) The members of the Construction Committee will choose their own Chair from among the membership. The Secretary will poll the membership in order to determine who they choose as Chair.
- C) The Committee shall meet as needed to conduct their appointed activities. Such meetings may be held electronically, in a manner chosen by the Chair. The Secretary shall keep a book to enter the minutes of the meetings, stating the place and date of the meetings, the names

of the participants, detailed agreements and number of votes. Any of its members may ask to record his/her dissident vote and the reasons for it.

Article 8) DUTIES OF THE COMMITTEE.

- A) The Committee will have the duties and obligations stipulated in the Construction Regulations, as follows:
 - (1) to review the plans, and any other structure erected on the affiliated properties fully abide by the regulations,
 - (2) to review and approve all construction plans prior to any construction process,
 - (3) to direct the Board to take legal or administrative actions against any Landowner who fails to abide by said regulations,
 - (4) To propose improvements and constructions in common areas for the benefit of all Community Landowners,
 - (5) to provide a list of suggested architects and construction companies authorized to build in the Community and define, at its discretion, the requirements for its authorization;
 - (6) to provide a list of helpful hints to those who are planning to begin terrain modification or construction;
 - (7) Any other duty appointed by the Board.
- B) With regard to Sections 8.A.1 and 8.A.2, if the Landowner has not received any communication from the Construction Committee within 30 days of application, the plans are automatically approved.

Article 9) DUTIES OF THE PROPERTY MANAGER

- A) The Property Manager will be responsible for managing the Maintenance, Landscaping and Security on the common areas of Grandview Estates.
- B) The Manager has the power to propose any changes or enhancements to Security, so as to increase the level of perimeter security at Grandview. Any change requiring an increase in the cost of security must be approved by the Board.

Article 10) DUTIES OF THE TREASURER

- A) The Treasurer will maintain the financial records of the HOA, collect the HOA fees owed by Landowners, and provide the funds to the Comptroller as required.

- B) The Treasurer will be responsible for the HOA's bank account in the United States.
- C) The Treasurer will assess penalties on any HOA fees that are in arrears, as described in Section 1, Article 1.A.
- D) The Treasurer will have the power to reduce or waive arrears penalties in cases of extreme demonstrated hardship, but does not have the power to waive HOA fees.
- E) The Treasurer has the power to work with a Landowner to make quarterly or semi-annual payments on current and arrears HOA fees and arrears penalties.

Article 11) DUTIES OF THE COMPTROLLER

- A) The Comptroller will maintain the bank accounts of the HOA in Costa Rica, and pay the authorized expenses of the HOA.
- B) The Comptroller will provide the Treasurer with a regular reporting of expenses, and justification for additional funds transfer from the HOA's bank account in the US.
- C) The Comptroller may accept payment of HOA fees in cases where a Landowner prefers to pay those fees in Costa Rica.

SECTION 3) CONSTRUCTION REGULATIONS

Article 1) GENERAL REGULATIONS

- A) The Community as a whole and the affiliated properties as individual units shall abide by the urbanistic dispositions and restrictions contained in the permits of the Costa Rican Law. The approved House plans, the present Construction Regulations, the approval from the construction and additions or alterations plans by the Construction Committee, and the ecological and view easement and encumbrances that will be constituted in this public deed of constitution of Community.
- B) Construction works may be carried out, if previously and duly approved by the Committee, Monday - Saturday, and between the hours of 6 AM – 7 PM. Nevertheless, the Committee may restrict or establish a working schedule for the construction companies for any work that a Landowner may need to carry out.
- C) A landowner who plans to begin construction must submit plans to the Construction Committee that show the layout of the project with respect to property boundaries and setbacks, and general views of what the project will look like upon completion. These plans

will normally be sent electronically to the Secretary, who will then distribute them to the Committee membership.

- D) Due to the nature of the terrain at Grandview, it may not always be possible for a homeowner to fully abide by the setback or visual impairment guidelines. Any requested exemption from the Regulations must be clearly noted on the submitted plans.

Article 2) TYPE OF HOUSING.

- A) To assure that the Community as a whole be exclusively intended for residential purposes, the only allowed constructions in each of the affiliated properties shall necessarily be dwelling units whose plans, construction works and additions and alterations work are approved, without exception, by the Construction Committee:
- B) The architectural styles known as Spanish: including Colonial, Baroque, Hacienda, Spanish Mission and Colonial Revival are the suggested construction styles. All building must have terracotta roof tiles or imitation roof tile known locally as (Sinteja) and be of a color typical of the natural local clay tiles. Colors of houses must be approved by the construction committee prior to construction, repair or remodel.
- C) Each Community Landowner is obligated to and responsible to comply with the type of construction allowed in terms of design, which shall be exclusively approved by the Construction Committee.
- D) The Landowner must accept and abide by the pertinent plans that were approved by the Construction Committee in order to start construction work. Failure to do so allows the Committee and/or the Administrator to enforce the legal actions stipulated in the Regulations and in the rules of the Community, including, but not limited to, laws and decrees to request the interruption and demolition of the work, fines and indemnities.

Article 3) MINIMUM AREA, CONSTRUCTION AREAS AND MAXIMUM COVERAGE.

- A) The minimum size of house construction will be 140 square meters (1500 square feet) of livable space. A covered terrace or patio will be considered as livable space.
- B) Two existing properties (Lots 32 and 52) that do not comply with Section 3, Article 3.A are hereby granted historical exemption from this requirement, as long as the properties remain in the control of their original owners. In the case of a corporately-owned property, transfer of the shares of the corporation will be considered a change of ownership.
- C) Not more than 10% of the land area may be occupied by the construction footprint of all structures located on the property.

- D) The maximum construction height for enclosed living space is nine meters from the foundation to the highest peak of the roof. The Construction Committee may provide an exemption to this restriction, provided that the proposed height does not visually impair the view from any other property at Grandview.
- E) No type of construction shall be located within the lot's approved setbacks as noted in Section 3, Article 4. Roof overhangs shall not extend over the authorized setback line. The Construction Committee may approve an exemption to this if the terrain of the property is particularly difficult.

Article 4) SETBACK LINES.

- A) Side, front and back construction setbacks must be at least 10 meters. Lot lines adjacent to the public road or community roads shall abide by the setbacks established in these Regulations in Section 3, Article 7. In case of doubt about the appropriate setback to use, the Construction Committee shall resolve it.
- B) Should there be any trees within the setback lines of the property, their removal must be prevented unless unavoidable due to topographic reasons or to the shape of the affiliated property.
- C) Setback includes water tanks and all septic tanks and corresponding leach fields.

Article 5) LOCATION OF CONSTRUCTION

- A) To assure the protection of panoramic views and special topographic conditions of the neighboring properties, the Construction Committee must approve the exact location of each building.
- B) The location of constructions must provide the least possible disturbance to the natural conditions of the surrounding environment and must be staggered from other dwellings on the adjoining property.
- C) When reviewing the plans, the Committee may restrict, at its sole discretion, the use of certain architectural elements that affect the privacy or view of neighboring constructions.

Article 6) FACADE AND EXTERIOR DESIGN

- A) The exterior colors on the buildings must be "earth tones". The use of other colors requires the consent of the Construction Committee. The Committee has the right to deny the approval of the color of a facade if it fails to blend in with the Community and its natural surroundings, at its sole discretion.

- B) All structures located apart from the main building, such as, but not limited to guest house, pool, garage, garden shed, caretaker's cabin, saunas, BBQ's, gazebos, greenhouses, spas, or Jacuzzis must be within the setback limits and:
 - (1) If built using the same architectural style, construction materials and color, may be located anywhere on the property as long as the construction complies with Articles 1 through 5.
 - (2) If built from a material different from the main building, the structure must not be visible from any of the common areas or from neighboring properties. The structure must be painted to match the main building as much as possible, and if possible hidden by landscaping.
 - (3) Vehicles such as mobile homes, travel trailers or larger trucks must be garaged or not be visible from any of the common areas or from neighboring properties.
- C) Lot landscaping must blend in with the surrounding environment.
- D) Retenements, retaining walls and bulkheads must be designed and certified by an engineer and must be approved by the Committee prior to installation.
- E) Publicly exposed statues require the approval from the Committee prior to installation.
- F) No tree, either healthy or diseased, with a trunk diameter of twenty or more centimeters as measured at a point one meter and twenty five centimeters above ground level may be cut or removed without authorization from the corresponding authorities to cut or remove the tree. The Construction Committee may also deny permission at its sole discretion.

Article 7) EASEMENTS FOR INFRASTRUCTURE, UTILITIES, HORSE TRAILS AND COMMON ROADS

- A) A public easement for all public roads will be 7 meters from the center of the road.
- B) A public easement for all common roads within Grandview will be 10.5 meters from the center of the road. This will apply to all land owners and residences that have property lines bordering any or all of these common roads or areas. This easement will be for the placement and maintenance of all electrical, water, telephone and cable utilities, water drainage and horse trails for the community. All property fences built along the common road access areas must respect the 10 meter setbacks and be approved by the construction committee.