



**BYLAWS AND INTERNAL REGULATIONS OF THE HOMEOWNERS'  
ASSOCIATION OF THE CHULA VISTA NORTE SUBDIVISION, A.C.**

**2026**

***English Version***

***[TRANSLATION FOR INFORMATION PURPOSES ONLY]***

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**PREAMBLE**

This document, entitled “**Bylaws and Internal Regulations 2026 of the Homeowners’ Association of the Chula Vista Norte Subdivision, A.C.**” (hereinafter, the “Association”), constitutes a **consolidated, updated, and harmonized version** of the legal framework governing the organization, operation, and coexistence within the **Chula Vista Norte Subdivision**, located in San Antonio Tlayacapan, Municipality of Chapala, Jalisco.

This version merges into a single legal body the **Bylaws** and the **Internal Regulations** that became effective following the **merger notarized on May 26, 2006**, through which the *Asociación de Vecinos del Fraccionamiento Chula Vista Norte, A.C.* absorbed *Colonos de Chula Vista Norte en Chapala, A.C.*, adopting the statutes and internal regulations of the latter as the legal foundation of the current Association.

The **General Assembly of Members**, convened in ordinary session on **November 29, 2025**, approved the **comprehensive reform and total replacement** of the previous instruments, thereby creating this new version titled “**Bylaws and Internal Regulations 2026**”, which shall enter into force on **January 1, 2026**, once notarized and duly registered with the corresponding Public Registry of Property and Commerce.

This document represents the Association’s transition toward a modern, transparent, and bilingual model of neighborhood governance, aligned with current municipal, state, and federal legislation, including the **Civil Code of the State of Jalisco**, the **Law on Human Settlements, Territorial Planning and Urban Development (LAHOTDU-Jal 2023)**, and the **Municipal Regulation on Citizen and Neighborhood Participation of Chapala**.

**CLARIFICATION NOTE**

To prevent confusion regarding its title, it is hereby clarified that this document **combines both the Bylaws and the Internal Regulations of the Association** into a single unified legal text.

Therefore, any reference to the “**Internal Regulations**” within its contents shall be understood, where applicable, as forming part of the **Bylaws and Internal Regulations 2026**, without implying any duplication or error in terminology.

In its Spanish version, the document bears equal legal authority, and the **Spanish version shall prevail for all legal and notarial purposes**.



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**CHAPTER 1 – GENERAL PROVISIONS**

**Article 1. Official Location of the Subdivision and Updates**

The **Chula Vista Norte Subdivision** (hereinafter, the “**Subdivision**”), located in San Antonio Tlayacapan, Municipality of Chapala, Jalisco, is demarcated according to the urban plan authorized by the **Honorable City Council of Chapala** and was formally handed over to the Municipality in 1999, thereby incorporating its streets, sidewalks, and common areas into the municipal public domain.

There is a valid **Public Services Concession Agreement** in force between the **Chula Vista Norte Homeowners’ Association, A.C.** (hereinafter, the “**Association**”), and the **City Council**, which grants the Association authority to carry out certain operational, maintenance, and surveillance activities within said areas. This does not constitute a transfer of ownership but rather a regime of shared responsibility.

Any modification or expansion of the Subdivision must be formally approved by the **City Council** and registered in the cadastral and urban planning records, with corresponding updates to the Association’s foundational documents.

**Article 2. Legal Basis and Historical Background**

These **Bylaws and Internal Regulations** are issued pursuant to the following legal framework:

- **Articles 172 to 189 of the Civil Code of the State of Jalisco**, which regulate the **formation, governance, and dissolution of associations**, allowing individuals to form associations, not entirely transitory, to achieve a lawful common purpose that is not predominantly economic, under internal rules of operation.
- **Article 115 of the Political Constitution of the United Mexican States**, which grants municipalities autonomy and recognizes organized citizen participation.
- **The Law on Government and Municipal Public Administration of the State of Jalisco.**
- **The Regulations on Citizen and Neighborhood Participation of the Municipality of Chapala.**
- **The Public Services Concession Agreement** in force between the Association and the City Council.

Historically, the Association was established to **manage, preserve, and regulate the shared environment of the Subdivision**. The Subdivision does not operate under a condominium



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regime but rather as a low-density residential development organized through a nonprofit civil association.

**Article 3. Purpose of the Bylaws and Internal Regulations**

These Bylaws and Internal Regulations have been **created and approved** by the Association and its **Board of Directors (hereinafter, the “BoD”)**, and ratified by the **General Assembly** at the meeting held on **November 29<sup>th</sup> 2025**.

The **objectives** of these **Bylaws and Internal Regulations of the Homeowners' Association of the Chula Vista Norte Subdivision, A.C.** are to:

- Regulate neighborhood coexistence, including peace and serenity, health and cleanliness, safety, and internal order within the Subdivision.
- Establish the organizational, participatory, administrative, and maintenance structure of the community.
- Define the rights and obligations of members, residents, users, and the administration of the Association.
- Regulate the appropriate use of streets, green areas, infrastructure, and shared services under the public concession.
- Promote architectural harmony, environmental respect including and preservation of property value within the Subdivision.

These Bylaws and Internal Regulations complement the Association's constitutive deed and applicable legal regulations and serve as the legal framework for the actions of the BoD and its designated Committees.

**Definition:** Throughout this document, property owners are referred to as Members.

**Article 4. Binding Nature and Legal Hierarchy**

These Bylaws and Internal Regulations are binding upon all Members, tenants, residents, visitors, service providers, and anyone residing in or transiting through the Subdivision.

They are an internal regulation with legal standing based on the legal framework cited. In case of any conflict with municipal, state, or federal laws, the higher-level provisions shall prevail.

In the legal hierarchy, these Bylaws and Internal Regulations are subordinate to the Constitution, laws, and official regulations, but superior to any private agreements between neighbors or contractual clauses that attempt to exempt any party from compliance.



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**Article 5. Official Recognition as a Homeowners' Association**

The Association is a duly incorporated legal entity, officially registered before a public notary, with an active RFC (Mexican Tax ID), and a registered office located within the Subdivision.

It is also registered in the Municipal Registry of Neighborhood Associations of the Chapala City Council and has been formally recognized by a Public Services Concession Agreement, which grants it authority to assist in the management of certain municipal services such as trash collection, security, maintenance of green areas, and public lighting, among others, as an operator of public services on behalf of the Municipal Government.

This recognition validates the Association as the sole formal representative body of the Subdivision before governmental, municipal, state, and federal authorities, institutions, and third parties.

**Article 6. Collaboration or Coordination Agreements**

The Association may establish collaboration or coordination agreements with neighboring subdivisions, whether within or adjacent to its boundaries, to define cooperation mechanisms, proportional financial contributions, shared security, or joint infrastructure use.

Such agreements must be authorized by the General Assembly and executed in writing, ensuring respect for the autonomy, legal personality, and transit/access rights of all parties involved.

In cases of emergency, or when deemed necessary for the proper operation and continuity of essential services, the BoD may, with the approval of at least three-fourths ( $\frac{3}{4}$ ) of its members, adopt temporary agreements or measures within the scope of this Article, without prior authorization from the General Assembly. Such decisions shall be taken in good faith, recorded in the Board's minutes, and reported for ratification or further action at the next General Assembly of the Association.

**Article 7. Interpretation and Supplementary Application**

The BoD is responsible for interpreting these Bylaws and Internal Regulations, with the assistance of the Association's Legal Commission or external counsel when needed.

For any matters not expressly covered in these Bylaws and Internal Regulations, the following shall apply supplementarily:



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- The Association's constitutive deed.
- Resolutions validly adopted by the General Assembly of Members.
- The Civil Code of the State of Jalisco.
- Municipal regulations of Chapala, especially those relating to construction, urban image, environmental matters, and neighborhood participation.
- Regulations for Citizen and Neighborhood Participation of the Municipality of Chapala.
- Where applicable, the Alternative Justice Law of the State of Jalisco for community mediation and peaceful conflict resolution.

**Article 8. Legal Compliance and Individual Responsibility**

These Bylaws and Internal Regulations do not supersede municipal, state, or federal laws or regulations. All Members and Residents are required to comply with applicable laws, permits, and ordinances issued by the relevant authorities.

Any Member or Resident who violates applicable law or regulation shall be individually responsible before the competent authority and shall bear all associated penalties, fines, or legal consequences, with no liability to the Association or to other residents.

Before purchasing, constructing, or modifying any property, Members must obtain all relevant information and formal authorization from the Association's Administration and comply with all documentation and procedures required by these Bylaws and Internal Regulations.

**CHAPTER 2 – THE HOMEOWNERS'  
ASSOCIATION**

**Article 9. Type of Residential Development (Non-Condominium,  
Low Density)**

The Subdivision is not established under a condominium property regime but is classified as a low-density single-family residential area (H2U), in accordance with Articles 38 and 40 of the Law on Human Settlements, Territorial Planning, and Urban Development of the State of Jalisco (LAHOTDU-Jal 2023), and the Partial Urban Development Plan of San Antonio Tlayacapan, Chapala, Jalisco.

The Subdivision consists of individually owned private lots, and the provision of public services is partially coordinated through a neighborhood collaboration scheme. By law,



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public services must be provided by the Municipality of Chapala; however, since the commencement of the Association's operations: In 2000, these public services were managed and administered directly by the Association. This arrangement remained in place until July 17, 2024, when the BoD successfully executed a Public Services Concession Agreement with the Municipality, under which certain public services were formally granted in concession to the Association. For the foregoing reasons, the following clarifications are made:

- There are no privately-owned common areas jointly held by Members, as is typical in condominium regimes.
- Each Member has full and exclusive ownership of their individual lot and any constructions built thereon.
- Streets, sidewalks, and green areas are public domain assets owned by the Municipality, but their operation and maintenance are partially delegated to the Association.
- Neighborhood governance is conducted through a non-profit civil association, pursuant to Articles 172 to 189 of the Civil Code of the State of Jalisco.

**Article 10. Legal Nature and Domicile**

The Association is governed by **Articles 172 to 189** of the **Civil Code of the State of Jalisco**, which regulate civil associations; supplementary provisions from the **Federal Civil Code** (Title Eleven – Associations); and, at the state level, laws such as the **Ley para el Fomento y Participación de las Organizaciones de la Sociedad Civil** en el Estado de Jalisco. Consequently, the Association is governed by its constitutive deed, these Bylaws, and the applicable federal, state, and municipal provisions that regulate the operation of neighborhood associations and civil associations.

The Association has:

- A notarized deed of incorporation, registered with the Public Registry of Property as previously specified.
- An active Taxpayer Identification Number (RFC) number AVF010116963;
- One or more bank accounts in the name of the Association.
- Official and tax domicile: the Association's administrative office located at Calle Veracruz No. 1-B, Chula Vista Norte Subdivision, Zip Code 45922, San Antonio Tlayacapan, Chapala, Jalisco, or any other address designated by the General Assembly.

This legal personality grants it the capacity to:

- Administer neighborhood resources.



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- Legally represent the Members.
- Enter into contracts and agreements.
- Sue or be sued in matters that affect the interests of the community.

**Article 11. General and Specific Objectives**

**General Objectives:**

- To promote good neighborhood coexistence, security, and community peace.
- To efficiently manage the economic and material resources contributed by the community.
- To assist the authorities in the conservation of the urban and ecological environment.
- To establish alliances or collaboration agreements with other neighborhood associations in neighboring subdivisions, to share services, promote regional cooperation, and receive voluntary contributions for the maintenance of common infrastructure.

**Specific Objectives:**

- To operate, maintain, and supervise the services granted (public street maintenance, security, garbage collection, public green areas, public lighting);
- To coordinate the necessary works and maintenance to provide water from SIMAPA well(s) to any Subdivision storage tanks and the Members.
- To develop and enforce these Bylaws and Internal Regulations.
- To coordinate with SIMAPA on works and maintenance necessary to ensure water reaches the Subdivision's storage tanks and private lots, without assuming responsibility for the supply or billing of water, which remains the sole responsibility of SIMAPA.
- To establish mechanisms for mediation and conflict resolution.
- To protect the patrimonial value of the subdivision.
- To legally represent the Members before any authority or third party, when necessary.

**Article 12. Rights and Obligations of Members**

**Rights of Members (in good standing):**

Every registered Member in good standing (full enjoyment of their rights) in the Association's registry will enjoy the following rights:

- Participate with voice and vote in the General Assemblies.
- Propose initiatives or improvements for the community.



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- Be nominated or elected for positions within the BoD or commissions.
- Access financial, operational, and administrative information of the Association.
- Examine the Association's accounting books and other records to ensure that dues are applied to the Association's purposes.

**Obligations of All Members (regardless of standing):**

- Comply with and respect these Bylaws and Internal Regulations and the agreements of the Assembly.
- Proof of ownership.
- Pay their ordinary and extraordinary dues, fines and/or any debt or payment that must be made to the Association promptly.
- Inform the BoD and the Association's Administration of any change regarding property ownership, management, legal or special powers granted that may affect voting rights.
- Update contact information on file; if not updated, all notifications sent to the last known address shall be considered valid.
- Provide the BoD and Association's Administration with information about their vacant lots or buildings whenever formally requested.
- Maintain their property and avoid negatively impacting the environment or neighbors.
- Inform and take responsibility for the behavior of their tenants, guests, or service providers.
- Participate, when requested, in activities of common interest.

**Membership in the Association is non-transferable.**

**Transfer of Ownership:**

- In any property transfer that is part of the Subdivision, the seller must ensure the buyer receives a copy of the current Bylaws and Internal Regulations; and expressly accepts their content.
- The seller must obtain a debt clearance certificate from the Association Administration before transfer, confirming no outstanding dues, special assessments, fines, or penalties.
- The Notary Public must verify compliance with this requirement and may not authorize the transfer without such clearance.
- If the property is transferred without settling the debt, the new owner assumes full responsibility for any outstanding amounts. The BoD will continue applying penalties and interest until full payment is made.
- Notify the Subdivision Administration of the transfer of ownership by providing a copy of the corresponding notarized instrument.



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- Upon transfer of ownership, the previous Member's membership ceases, and the new owner may apply for admission to the Association, subject to the approval of the Administration and the BoD, with notice of the new Members to be given at the next General Assembly.

**Withdrawal from Membership:**

Members may withdraw from the Association by giving two months' prior notice in writing to the BoD.

**Article 13. Registration of Members and Official Notification Methods**

The Association shall maintain an updated Registry of Members including at least:

- Full name of the owner or legal representative of the property located in the Subdivision.
- Lot number or property address.
- Telephone numbers and email addresses.
- Address for legal notifications and a copy of proof of address.
- Legal proof of identification.

This Registry will be managed by the Secretary of the BoD and used to:

- Issue valid calls to Assemblies.
- Notify of debts, sanctions, or resolutions.
- Confirm voting and participation rights.

Official communications may be validly made via:

- Email.
- Institutional WhatsApp.
- Physical notice placed at the property address on file or at the subdivision's entrance.
- Platforms or mobile applications operated by the Association's Administration
- Members only section of the Associations webpage [www.chulavistanorte.com.mx](http://www.chulavistanorte.com.mx)

These methods shall be considered official unless the Member has formally registered a different method.



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**Article 14. Official Documentation: Books, Minutes, and Records**

The Association shall maintain the following official records, either in physical, digital, or hybrid format:

- Book of Minutes of General Assemblies (notarized when applicable).
- Book of BoD Meeting Minutes.
- Registry of current property owners and Members, including property lot boundaries and approved plans.
- Book of Income and Expenses, with supporting documents.
- Active contracts and agreements, including the public service concession.
- These Bylaws, Internal Regulations and their amendments, with evidence of receipt by all current Members.
- Tax and banking receipts related to the Association's financial operations.

Any Member may request access to such documentation, in accordance with the transparency procedures outlined in Chapter Fourteen.

**CHAPTER 3 – GENERAL ASSEMBLY**

**Article 15. General Assembly**

The General Assembly is the highest decision-making body of the Association, composed of all registered property owners (Members). The decisions or resolutions adopted at a General Assembly shall be binding on all Members, whether present or absent, provided the Assembly is duly convened in accordance with Article 13 of these Bylaws and Internal Regulations.

**Frequency and Scheduling:**

- The Association shall hold at least two General Assembly meetings per year, one in April and one in November.
- Additional General Assembly meetings may be convened as needed to address urgent or exceptional matters, such as major projects, purchases, amendments to the Bylaws, or strategic decisions affecting the community.

**Responsibilities:**

**The General Assembly shall decide on:**



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- Approval of these Bylaws, Internal Regulations and any future amendments.
- Approval of collaboration or participation agreements with government authorities.
- Approval or amendment of the method for calculating mandatory maintenance fees, extraordinary fees, and reserve contributions.
- Approval of the annual income and expenditure budget, distinguishing ordinary and extraordinary items.
- Presentation and approval of financial and committee reports.
- Election or renewal of the Board of Directors (BoD);
- Approval of civil or commercial loans from public or private institutions.
- Admission and exclusion of Members.
- Approval of fines and penalties as defined in these Bylaws and Internal Regulations.
- Approval of Plan Approval Fees, Construction Deposits, and Work Supervision fees.
- Approval of interest charges on unpaid fees.
- Any other matters entrusted to it by these Bylaws and Internal Regulations.

**Convening Meetings:**

General Assembly meetings may be convened by:

- The President of the BoD,
- The majority of the BoD members, or
- A written request signed by at least fifteen percent (15%) of the Members in good standing (not delinquent or sanctioned).

The BoD must call a meeting when requested by at least fifteen percent (15%) of the Members in good standing; if it fails to do so, the civil judge shall issue the call upon petition by such Members.

Calls for General Assembly meetings must be issued at least thirty (30) calendar days in advance and disseminated through the official communication channels outlined in Article 13 of these Bylaws.

Quorum and voting procedures shall follow Article 16. All resolutions adopted shall be binding on all Members, including those absent or dissenting.

**Article 16. Notice of Meeting, Quorum, and Voting Procedures**

***Call for Meeting:***



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Meetings must be called through a formal notice of convocation by the President or a majority of the BoD at least thirty (30) calendar days in advance. The call must include the date, time, location, and agenda. The call may be communicated through:

- Institutional email
- Notice board at the guardhouse
- Official subdivision WhatsApp group
- Subdivision website and mobile App.
- Printed flyers or direct delivery
- Local press or publications.
- Technological means that provide proof of delivery.

***In Person, Virtual or Hybrid Participation:***

Meetings of the General Assembly may be held in Person, remotely using technological tools or Hybrid (Members in Person and remotely simultaneously). The matters that may be addressed in such meetings must be provided for in the Bylaws; otherwise, any resolutions must be approved by the majority of the Members.

Virtual participants shall count toward quorum and have full voting rights, provided their identity is verified and an active video/audio connection is maintained during voting.

For validity, virtual meetings must include:

- Full visual identification of participants.
- Real-time interaction and communication to ensure proper deliberation of ideas and matters.
- Voting conducted on a nominal basis, with a record of each vote; and
- An audiovisual record of the meeting and its resolutions.

Any Member wishing to attend a meeting virtually must submit an original written request, duly signed and addressed to the Secretary of the Association, at least ten (10) calendar days before the scheduled date of the meeting.

The request must expressly state the Member's intention to attend remotely, include an acknowledgment of and consent to the recording of the session, and confirm that only the registered titleholder of the membership shall participate in the meeting. The Member must also attach a legible copy of an official government-issued identification. Additionally, the Member shall ensure that their full legal name is visibly displayed on the screen of their device at all times during the session, as a condition for access and valid participation.



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By submitting said request, the Member expressly agrees that any votes cast during the virtual session shall be deemed legally valid and binding, with the same force and effect as if the Member had been physically present at the meeting. In the event of a disconnection from the digital platform for any reason, or if the Member voluntarily disconnects before the session's conclusion, that Member's participation and votes registered up to the moment of disconnection shall remain valid and enforceable.

**During the Meeting:**

The names and video of virtual participants must be displayed on a screen visible to in-person attendees. Their attendance and identity must be verified and recorded. Virtual votes shall be legally equivalent to in-person votes.

The digital platform utilized for such sessions must ensure secure and authenticated access, verifiable participant identity, auditable voting mechanisms, and must possess the technical capability to record the entirety of the session for evidentiary and archival purposes.

The recording of the session, made through the digital platform used, shall be retained by the Association and made available for legal review or verification for a period of thirty (30) calendar days following the date on which the corresponding meeting is held. Upon expiration of said period, the Association may proceed with its deletion, unless there is an ongoing legal proceeding that requires its preservation.

Legal Basis: Articles 172 to 189 of the Civil Code of the State of Jalisco, which regulate the governance of civil associations, with the General Assembly as the supreme authority.

Supplementary provisions from the Federal Civil Code (Title XI – Associations) and the Law for Promoting and Participating of Civil Society Organizations in the State of Jalisco may apply.

***Quorum:***

On the first call, a quorum is valid with fifty-one percent (51%) of Members in good standing, present in person, virtually, or by proxy.

On the second call (thirty (30) minutes later), the Assembly may proceed with those present, virtual, and duly represented, regardless of number, provided the call was properly issued.

Members who leave the Assembly before its conclusion, or prior to the commencement of a vote, must formally notify the vote recorders or the presiding officer and, if applicable, submit any pending ballots before departure.



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**Failure to provide such notice shall result in:**

Exclusion from the quorum count for the remainder of the Assembly from the moment of departure; and

Invalidation of any vote purportedly cast on their behalf after leaving, including ballots left with other Members.

Any ballots not personally submitted to the vote recorders before the close of voting shall be considered void.

***Voting Rights and Procedures***

Each registered Member in good standing (not delinquent, not sanctioned) has the right to speak and vote.

**Members entitled to vote are those who:**

- a) Are current with their payments.
- b) Are present or represented by legally valid means
- c) Have not been excluded
- d) The vote is not a sanction to be applied specifically to the Member in question

Each Member shall have one vote in the General Assembly.

Tenants or renters of properties do not have voting rights. The only way they may participate in voting is by representing a Member, through a duly signed and valid power of attorney, presented in accordance with the procedures established in these Bylaws.

**Voting Results:**

Resolutions are adopted by a simple majority of present and virtual votes, unless a qualified majority is required (e.g., for amendments or dissolution).

In the event of a tie, the presiding President of the BoD shall cast the deciding vote.

All resolutions approved by a duly convened Assembly are binding on all Members, regardless of absence or dissent.

Any special situation related to the validity of a vote arising during or after the Assembly shall be resolved by majority of the Assembly's presiding BoD, after hearing the scrutineers and statutory auditor.



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Legal Basis: Articles 172 to 189 of the Civil Code of the State of Jalisco, which regulate the governance of civil associations, with the General Assembly as the supreme authority. Supplementary provisions from the Federal Civil Code (Title XI – Associations) and the Law for Promoting and Participating of Civil Society Organizations in the State of Jalisco may apply.

**Article 17. Mandatory Semiannual Assemblies**

The Association shall hold at least two (2) General Assembly meetings per year, one in April and one in November, to ensure legality, transparency, and democratic representation before municipal authorities.

- The **April General Assembly** shall focus on reviewing the Association’s financial and operational performance for the prior year, and review the first quarter financial and operational results for the current year, approving extraordinary fees (if applicable), and addressing any matters specified in the agenda.
- The **November General Assembly** shall focus on electing or renewing the-BoD-(if applicable), reviewing financial reports for the prior year, presenting and voting on the proposed annual budget for the upcoming year, approving extraordinary fees (if applicable), reviewing committee activities, planning for the upcoming year, and addressing any matters specified in the agenda.

A copy of the minutes from each General Assembly shall be submitted to the Chapala City Council upon request, in compliance with municipal regulations.

**Article 18. Representation by Proxy**

Any Member in good standing may authorize a proxy (natural person) to represent them at a specific Assembly, either in person or virtually.

**To be valid, the proxy must:**

- Be in writing and signed by the Member (grantor), attaching a copy of their identification and that of the person to whom powers are granted, can be received via an email address previously registered with the Association, and may be verified by the Administrator if necessary.”
- Include for both grantor and proxy:
  - Full name
  - Complete property address or lot number



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- Cell phone and email
- Copy of official ID (INE, passport, etc.);
- Clearly state the proxy's name and the specific items they may vote on;
- Be submitted from the date of publication of the Assembly Call and until the closing of the attendee registration process at the Assembly:
  - In person at the Administration Office during business hours; or
  - Directly at the registration desk on the day of the Assembly, prior to the official closing of attendee registration.
  - Powers of attorney presented at registration must be accompanied by the required identification documents and will be verified before the holder or proxy is entered into the attendance list.

Blank proxies, or those transmitted by telephone, text message, or verbal instructions, shall not be accepted. The Association shall provide a proxy form for use; however, the Member may use another form, provided that it fully complies with all the requirements set forth in this Article.

**All valid proxies will be verified and recorded in the official attendance and voting registry of the Assembly.**

**Article 19. Preparation and Notarization of Minutes**

Each General Assembly must produce formal minutes to document the process and decisions taken. The following are mandatory elements:

- **Attendance List:** Signed by all in-person attendees or their proxies. A separate virtual attendance list shall be prepared in advance based on prior registration (minimum twenty-four (24) hours before the Assembly).
- **Virtual Attendance:** The virtual list must be read aloud and displayed at the beginning of the Assembly.
- The printed version must be signed by the President and Secretary of the Assembly, as well as by appointed tellers (vote recorders).

**The minutes must record:**

- The total number of valid votes (in-person, virtual, and proxies).
- The agenda items discussed.
- The resolutions adopted.
- The result of each vote.



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**Signatories:**

- The President, Secretary and scrutineer of the Assembly.
- The recording secretary or administrator, when applicable.

**When applicable, the minutes must be notarized and registered if they involve:**

- Amendments/modifications to these Bylaws and Internal Regulations.
- Agreements with public authorities or third parties.
- Or any other matters for which notarization or registration is required by applicable law.

**Distribution:**

Approved minutes shall be distributed via the Association's official communication channels (email, website, WhatsApp, bulletin board) within thirty (30) calendar days from the holding of the Assembly.

## **CHAPTER 4 – BOARD OF DIRECTORS AND COMMITTEES**

### **Article 20. Election Procedures, Platforms, and Communication Channels**

The BoD shall be elected by the General Assembly through a blind ballot.

Two types of nominations are permitted:

- Full slates of candidates, and/or
- Individual nominations for specific positions.

If both are submitted, full slates shall be given preference to promote integrated governance.

All nominations must be submitted to the Administration Office no later than fifteen (15) days before the scheduled General Assembly.

The BoD serves as the executive and representative body of the Association. Its responsibilities include:



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- Implementing Assembly decisions;
- Managing financial and operational resources.
- Supervising staff and service providers.
- Enforcing these Bylaws and Internal Regulations.

Board positions are honorary and unpaid.

**To operate effectively, the BoD may utilize:**

- A digital neighborhood management platform (e.g., Neivor or other approved systems);
- Email;
- Institutional WhatsApp;
- Physical notice placed at the property address on file or at the subdivision's entrance.

These methods shall be considered official unless the Member has formally registered a different method.

**Article 21. Frequency and Content of Board Meetings**

The BoD shall meet at least once per calendar month.

Meeting notices must be issued at least three (3) calendar days in advance, including the proposed agenda and previous minutes. Notices shall be sent electronically through official channels.

Meetings may be held:

- In person
- Remotely through the use of technological tools.
- In a hybrid format (Members in Person and Remotely simultaneously).

Virtual participants shall count toward quorum and have full voting rights, provided their identity is verified and an active video/audio connection is maintained during voting.

Invitations must specify the meeting format and, if virtual or hybrid, include access links and credentials.

**In person, Virtual or Hybrid Participation in Board Meetings**



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**BoD** meetings may be held in-person, remotely, or in hybrid format, provided that the modality and digital platform (e.g., Zoom) are specified in the call.

Any **Board Member** wishing to attend a meeting virtually must submit an original written request, duly signed and addressed to the Secretary of the Association, at least one (1) calendar day before the scheduled date of the meeting. The request must expressly state the Member's intention to attend remotely, include an acknowledgment of and consent to the recording of the session, and confirm that only the registered Board Member shall participate in the meeting. The Member shall ensure that his full legal name is always displayed on the screen of his device during the session, as a condition for access and valid participation.

By submitting said request, the Member expressly agrees that any votes cast during the virtual session shall be deemed legally valid and binding, with the same force and effect as if the Member had been physically present at the meeting. In the event of a disconnection from the digital platform for any reason, or if the Member voluntarily disconnects before the session ends, all participation and votes registered up to the moment of disconnection shall remain valid and enforceable.

**During the BoD Meeting:**

- The names and video of virtual participants must be displayed on a screen visible to in-person attendees.
- Their attendance and identity must be verified and recorded.
- Virtual votes shall be legally equivalent to in-person votes.
- The technological tool utilized for such sessions must ensure secure and authenticated access, verifiable participant identity, auditable voting mechanisms, and must possess the technical capability to record the entirety of the session for evidentiary and archival purposes.
- The recording of the session, made through the technological tool used, shall be retained by the Association and made available for legal review or verification for a period of thirty (30) calendar days following the date on which the corresponding meeting is held. Upon expiration of said period, the Association may proceed with its deletion, unless there is an ongoing legal proceeding that requires its preservation.

**Quorum:**

The quorum for the valid holding of meetings of the BoD shall consist of the attendance of one-half plus one (50% + 1) of its acting members.

If such a quorum is not reached at the first call, a second call may be issued within the following twenty-four (24) hours, and the meeting may be validly held with the members present, provided that no fewer than three (3) members of the BoD are in attendance.



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Decisions shall be adopted by a simple majority of those present, except in cases where this Article or the applicable law requires a qualified majority (for example, acts involving the disposal of the Association's assets).

When a member of the-BoD-is temporarily absent for a justified reason, he or she may grant a proxy or written delegation to another member of the Board for purposes of attendance and voting, which shall be recorded in the corresponding minutes.

**Voting:**

Decisions are made by majority vote. In case of a tie, the President casts the deciding vote.

**Minimum agenda items include:**

- Monthly financial report
- Committee activity updates
- Follow-up on Assembly resolutions
- Review of resident reports or complaints
- Planning of infrastructure or service works
- Fee compliance, regulation enforcement, and sanctions
- Addressing any matters specified in the agenda.

Any Member in good standing may submit a written request to address the BoD. If the matter cannot be handled administratively, the President may authorize its inclusion in the agenda, limited to twenty (20) minutes of discussion.

All meetings shall be documented in the official Internal Record Book (physical or digital), available to Members upon written request.

**Article 22. Composition, Term, Replacements, Transitional Provisions, and Eligibility Requirements**

**Composition of the BoD:**

The BoD shall consist of an odd number of members, including:

- President
- Secretary
- Treasurer
- Members-at-Large (in a number that ensures the total Board membership is odd)
- Statutory Auditor (Comisario)



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The President, Secretary, and Treasurer shall comprise the Executive Committee.

Additional members or liaisons may be appointed to oversee matters such as technology, environmental issues, or government liaison.

**Term in Office:**

- Two (2) years, with one possible consecutive re-election.
- The new BoD shall assume office on January 1 following the election.
- The term shall end on December 31 of the second year.
- If no candidates are presented, the outgoing BoD shall remain in office temporarily.

**Replacements and Transitional Provisions:**

- If a member resigns, dies, or becomes permanently unavailable, the remaining BoD may appoint a temporary replacement, subject to ratification by the next General Assembly.
- The outgoing President may designate an interim legal representative until the notarized minutes of the new BoD are officially registered.
- New members shall acquire full legal powers only after municipal recognition.

**Transitional Clause – Delivery and Transition of the Board of Directors:**

- At the conclusion of each term, in the month of December and following the election of a new BoD, a formal delivery–reception process (*acta de entrega-recepción*) shall be conducted between the outgoing and incoming Boards. This act shall include all information, documents, records, correspondence, accounts, and any other materials necessary to ensure the proper transfer of responsibilities.
- During the transitional period, the outgoing Board shall provide support to the incoming BoD, including the execution of legal documents and the maintenance of bank signatures BoD , until the new Assembly minutes are duly notarized and registered and the new BoD has been vested with all legal powers.
- As of January 1, the incoming BoD shall assume full responsibility for the operation of the Association and the subdivision and shall issue written instructions to the outgoing Board regarding any documents or transactions that require execution during the interim period.
- This mechanism shall ensure continuity of operations and prevent any interruption of services to the residents.

**Eligibility Requirements:**

**Candidates must:**



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- Be of legal age;
- Be a registered Member in good standing.
- Have no defaults, sanctions or conflicts of interest.
- Not have been removed from a previous position for cause.
- Have no criminal record.
- Not hold public office or political party leadership.
- Be current in the payment of their corresponding fee contributions.

**BoD Conduct:**

**Members must:**

- Understand and uphold the Bylaws and the Internal Regulations.
- Act with fiduciary duty and avoid conflicts of interest.
- Abstain from voting in cases of personal interest.
- Promote transparency, integrity, and community ethics.
- Remain current with their corresponding maintenance fees.

**Legal Basis:**

Articles 172 to 189 of the **Civil Code of the State of Jalisco; and Reglamento de Participación Ciudadana y Vecinal del Municipio de Chapala**, Articles 26–35 (integration, functions, eligibility, term, and replacements of the Neighborhood Association Board).

**Article 23. Powers and Responsibilities of the BoD**

1. Execute the resolutions of the General Assembly.
2. Represent the Association legally before third parties.
3. Administer the Association's assets, income, and expenses.
4. Appoint and remove committees and commissions.
5. Convene Ordinary and Extraordinary Assemblies.
6. Approve minor expenses and service contracts.
7. Enforce the Bylaws and Internal Regulations and apply sanctions as provided herein.

**Article 24. Specific Roles: President, Secretary, Treasurer, Members-at-Large, and Statutory Auditor**

**President:**

- Preside over Assemblies and BoD meetings



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- Verify quorum and execute decisions
- Evaluate membership requests
- Appoint/remove advisors and staff
- Review proposals and prepare agendas
- Present biannual reports
- Assign BoD responsibilities
- Open/close bank accounts (with Treasurer or Secretary)
- Approve expenses and seek external advice
- Represent the Association with legal counsel
- Create Executive Committees as needed

**Treasurer:**

- Manage funds and asset inventory
- Oversee income collection and deposits
- Co-sign regular/extraordinary expenses
- Supervise investments and the accountant
- Maintain financial records
- Provide monthly, quarterly and annual Financial reports
- Prepare the annual budget
- Ensure dual signature on bank accounts
- May form a Finance Committee

**Secretary:**

- Coordinate Assemblies and BoD meetings
- Co-sign bank accounts
- Draft and certify minutes
- Maintain records and correspondence
- Issue formal notifications
- Post meeting minutes
- Record electronic vote results

**Members-at-Large:**

- Attend all BoD meetings
- Vote on BoD matters
- Support BoD initiatives
- Serve on committees
- Monitor assigned areas (e.g., security, maintenance)
- Act as community liaison



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Members-at-Large do not have any legal representation authority.

**Statutory Auditor (Comisario):**

- Elected by the General Assembly
- Observes compliance with Regulations
- Attends meetings for oversight
- Has no voting rights or legal authority

**Powers of Representation of the President, Treasurer, and Secretary**

**For the purposes represent the Association and its Members the President, Treasurer and Secretary shall have the following powers, which they may exercise jointly or independently:**

**I. GENERAL AND SPECIAL POWERS UNDER CIVIL LAW:** With all general powers and those requiring a special clause under the law, including those set forth in **Article 2207 two thousand two hundred and seven of the Civil Code of the State of Jalisco** and its federal equivalent **Article 2554 two thousand five hundred and fifty four of the Federal Civil Code**, as well as **Articles 2236 two thousand two hundred and thirty six and 2587 two thousand five hundred and eighty seven** of the same respective codes, and their correlatives in other Mexican states.

**a) SPECIAL POWER FOR ACTS OF ADMINISTRATION:** To carry out any and all administrative acts to promote the proper operation and improvement of the Subdivision; to execute all types of contracts and agreements, whether with individuals or legal entities, in any legal form and under any terms deemed appropriate. To represent the Association before IMSS, the Ministry of Finance, the SAT, INFONAVIT, or any state, municipal, or federal body; to execute and sign public and private documents, make payments, issue receipts, and carry out any legal proceeding or transaction with such institutions.

**b) POWER TO MANAGE AND CONDUCT ADMINISTRATIVE PROCEDURES:** To handle any procedure, in Mexico, before any governmental authority, department, or agency of the federal, state, or municipal governments, including decentralized or deconcentrated agencies, to obtain authorizations, permits, or concessions on behalf of the Association, to exhaust such proceedings through all necessary instances, and to enter into and execute all related lawful civil or commercial contracts, either individually or in association with others.

**II. POWER FOR JUDICIAL REPRESENTATION:**

With the same legal foundation, the President and Secretary shall have the power to:



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- Initiate and pursue legal actions.
- Assert all defenses and appeals.
- File constitutional actions (amparo); respond to lawsuits.
- Offer and produce evidence.
- Enter settlements and arbitration.
- Attend court hearings and accept or challenge rulings.
- Act in criminal matters, including as a civil complainant.
- Accept or reject judgments.
- Make and receive payments.
- Appear before judicial, fiscal, labor, and administrative authorities at all levels to defend the Association's interests.

In accordance with **Article 2236 two thousand two hundred and thirty six of the Civil Code of the State of Jalisco**, these judicial powers shall include:

1. The power to withdraw from any legal action or appeal, including amparo.
2. The power to enter settlements, including participation in conciliation hearings.
3. The power to submit to arbitration.
4. The power to answer interrogatories.
5. The power to assign assets.
6. The power to recuse judges.
7. The power to bid in judicial auctions.
8. Any additional acts permitted by law.

They shall also have the power to represent the Association before **PROFECO**, including to file and respond to complaints, participate in arbitration, and exercise all rights of the Association as consumer or complainant.

**d) POWER FOR LABOR ADMINISTRATION AND DEFENSE:**

To appear before all labor authorities under **Article 523 five hundred and twenty three of the Federal Labor Law**, including conciliatory and arbitration boards; to attend all hearings; enter into labor settlements; initiate or defend labor actions; carry the case through all procedural stages; file constitutional challenges (amparo); represent the Association before unions and in all labor-related matters, including before **IMSS** and **INFONAVIT**, and to appear before the Federal Court of Administrative Justice or its local counterpart to challenge resolutions.

**The Legal Representatives must render an account of their performance at each Ordinary General Assembly.**



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**Article 25. Permanent Committees**

The BoD may establish **permanent or special committees**, composed of volunteer residents or appointees, to support operations.

**Permanent Committees include:**

- **Technical Construction Committee (TCC):** Reviews and supervises construction requests, architectural harmony, and compliance.
- **Oversight Committee:** Monitors regulation compliance and reports incidents.
- **Legal Committee:** Reviews legal documents and supports mediation or sanctions.
- **Security Committee:** Coordinates patrols, cameras, access, and police cooperation.
- **Works and Services Committee:** Supervises maintenance, infrastructure, and vendors.

Committees may adopt basic internal rules and must report to the BoD or Assembly as required.

**Article 26. Appointments, Removals, Vacancies, and Transparency**

**Appointments:**

BoD and Committee members are elected by the Ordinary General Assembly by majority vote, according to the announced procedures.

**Removals:**

May occur for:

- Unjustified failure to perform duties.
- Harm to the Association's integrity or finances.
- Abuse of authority.
- Three consecutive unexcused absences from monthly board meetings.
- Noncompliance with BoD decisions or formal warnings.

Suspensions may be issued by the BoD, pending ratification by the next Assembly.

**Vacant positions:**



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Temporary replacements may be appointed by the BoD and must be ratified at the next Assembly.

**Transparency and Accountability:**

**The BoD shall operate based on:**

- Transparency
- Good faith
- Legality
- Fiduciary duty

**It must provide semi-annual financial reports and make them available upon request:**

- Bank statements
- Supplier contracts
- Budgets and expenses
- Meeting minutes

Misuse of authority may lead to removal or legal consequences, in accordance with these Regulations and civil law.

**Liability:**

The BoD, Comisario or individual Board Members cannot be held personally responsible or liable for his/her acts or failure to act, in performance of their official duties vested in them by the Ordinary General Assembly, the BoD, the Bylaws and Internal Regulations of this Association providing they have not knowingly abused their authority and/or knowingly violated the laws of Mexico.

Should any lawsuit be filed against the BoD, its individual members or Administrator for approved actions during performance of their Association duties, the Association will employ legal counsel to defend such lawsuits and be responsible for any fines or settlements resulting from Legal Judgements.

**CHAPTER 5– PUBLIC SERVICES CONCESSION  
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**Article 27. Inclusion of Streets and Sidewalks under Concession**



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Since their official handover to the Municipality in 1999, the streets, sidewalks, medians, and green areas of the Subdivision have been considered municipal public domain assets, in accordance with applicable legislation.

However, through the signing of a Public Service Concession Agreement with the **Honorable City Council (H. Ayuntamiento) of Chapala**, the Association has been granted formal authorization to participate in the administration, operation, and maintenance of various public services within the Subdivision, including common-use infrastructure.

This collaboration model enables the Association to carry out improvements, maintenance, and surveillance in areas that, while public, are governed under a special regime of delegated neighborhood management.

### **Article 28. Legal Basis of the Concession Agreement**

The Public Service Concession Agreement is supported by the following legal framework:

- **Article 115 one hundred and fifteen, Section II of the Political Constitution of the United Mexican States**, which authorizes municipalities to provide public services directly or through citizen participation schemes.
- **Law on Government and Municipal Public Administration of the State of Jalisco**, which allows municipalities to sign agreements with neighborhood associations.
- **Municipal Regulation on Citizen Participation of Chapala**, which governs the recognition, registration, and functioning of neighborhood associations with operational responsibilities in their communities.

This concession agreement does not grant ownership of public assets. However, it recognizes the Association as the operational administrator of the specific services defined in the agreement.

### **Article 29. Concessioned Services: Lighting, Waste Collection, and Green Areas**

Among the public services delegated to the Association through the concession are:



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**I. Public Lighting:** The Association shall be responsible for preventive and corrective maintenance of the public lighting system within the subdivision, including repairs, replacement of luminaires, and installation of new ones where necessary, at its own expense.

**II. Maintenance of Streets, Parks, and Gardens:** The Association shall ensure the upkeep of streets, sidewalks, curbs, storm drains, green areas, parks, and gardens, including cleaning, painting, planting, reforestation, and any improvements required. Access control shall be limited to security and record-keeping purposes only and shall not grant the Association authority to restrict or condition entry to any person.

**III. Garbage Collection:** Garbage collection and cleaning services shall be contracted and paid for by the Association through an authorized company, which shall conduct periodic rounds to ensure proper service. Residents shall participate in correct waste separation in accordance with the guidelines issued by the Municipal Ecology Department.

These services shall be funded through neighborhood fees, as allocated in the annual budget approved by the Ordinary General Assembly. The Association shall act only as an auxiliary operator and shall not replace the municipal provider; any quota collected must be identified as a voluntary contribution that co-supports the corresponding public service.

**Article 30. Obligations of the Association as Concessionaire**

**The Association commits to:**

- Comply fully with the terms and conditions of the current concession agreement.
- Maintain all equipment and areas under its operational responsibility in safe and functional condition.
- Promptly report any incidents or problems that exceed its resolution capacity to the relevant municipal authorities.
- Provide periodic reports to the community on the use of resources allocated to concessioned services.
- Not assign or transfer to third parties any rights or responsibilities arising from the agreement without the express written authorization of the City Council.

**Important:** Serious breaches of these obligations may result in the **revocation** of the agreement by the municipal government.



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**Article 31. Coordination with the Honorable City Council of  
Chapala**

The Association shall maintain ongoing coordination and communication with municipal, state, and federal authorities, including, without limitation:

- Public works;
- General services;
- Public lighting;
- Urban image and infrastructure;
- Public safety;
- *Ecología* (Municipal Department of Ecology);
- *Participación Ciudadana* (Municipal Department of Citizen Participation);
- Any other department, agency, or authority whose cooperation is necessary for the proper functioning and development of the community.

Such coordination shall be documented through formal letters, reports, meeting minutes, or inter-agency agreements, which shall be kept in the Association's records. This coordination shall enable the Association to:

- Escalate community concerns that exceed its authority or resources.
- Request technical or material assistance in urgent or extraordinary cases.
- Renew, amend, or expand the scope of the existing concession or related service arrangements based on evolving community needs.

The BoD, acting through the Administration, shall be responsible for initiating, following up, and duly documenting these coordination efforts.

**Article 32. Usage Restrictions, Responsibilities, and Contract  
Renewal**

Areas covered by the concession must:

- Be used strictly for community interest purposes.
- Not be privatized, sold, donated, or repurposed without express municipal approval.
- Be subject to official authorization from the City Council for any construction, remodeling, or permanent installations, in addition to approval from the BoD and/or the Ordinary General Assembly.



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**Contract Duration and Renewal:**

- The duration of the concession agreement shall be as specified in the contract signed with the municipality.
- The Association must request renewal of the concession contract at least three (3) months prior to the expiration date, or as mandated by the contract itself.
- The request must be accompanied by documentation showing compliance with contractual obligations.

**Article 33. Operating Rules, Budgetary Control, and Reporting**

To ensure efficient and transparent management of the concessioned services, the Association shall:

- Include a dedicated budget line item for each concessioned service in the annual financial plan.
- Maintain documentary and photographic records of activities performed (e.g., cleanings, pruning, repairs).
- Submit semi-annual reports to residents on service status and resource use;
- Apply transparent procurement processes for any contracted concession-related services.
- Keep written evidence of any reports or requests submitted to the municipality regarding concessioned responsibilities.

The BoD may appoint a designated commission or assign a specific Board member to monitor the operational aspects of the concession regime.

**CHAPTER 6 – ASSETS, MAINTENANCE FEES,  
AND CALCULATION METHOD**

**Article 34. Legal Basis and Scope of Application**

This Chapter governs the financial contributions of Members for the operation, maintenance, preservation, and continuous improvement of the Subdivision, as well as the consequences of noncompliance.

**Article 35. Assets of the Association**

**The assets of the Association consist of:**



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- Cash balances held in official bank accounts.
- Equipment, vehicles, furniture, and tools used for administration, maintenance, and security.
- Donations, subsidies, or grants are legally received.
- Infrastructure or goods temporarily granted under concession agreements with the Municipality of Chapala.

**Article 36. Nature and Mandatory Character of Fees**

The BoD shall submit a proposed detailed annual income and expenditure budget for approval by the Ordinary General Assembly. This detailed budget will form part of Annex A.

**It will include the following Maintenance Fee categories:**

- a) Ordinary monthly fees.
- b) Extraordinary fees.
- c) Contingency Reserve Fund contributions.

Maintenance fees are mandatory for all Members whose property is within the Subdivision, whether the property is occupied or not.

**These fees finance:**

- Maintenance of streets, sidewalks, and green areas under the public service concession agreement.
- Salaries, benefits, and payments to administrative, maintenance, security, and advisory personnel.
- General operation of services such as public lighting, water distribution, and drainage.
- Payment of taxes, municipal duties, and other service-related obligations.
- Any other expenditures approved by the General Assembly in accordance with the law and Association Bylaws and Internal Regulations.

**Article 37. Annual Ordinary Fee Calculation Method**

The ordinary fee to be contributed by each Member shall be calculated based on the annual budget approved by the General Assembly, using the following formulas:

**I. For lots with constructions (houses):**

**Annual fee** = Annual base fee for houses + (lot area in m<sup>2</sup> × annual rate per square meter)



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**II. For lots without constructions:**

**Annual fee** = 25% (twenty-five percent) of the annual base fee for houses + (lot area in m<sup>2</sup> × annual rate per square meter)

The values of both the annual base fee and the rate per square meter applicable to lots with and without constructions for each fiscal year shall be established annually by the General Assembly and published in **Annex A – Ordinary Fees**, which shall form an integral part of these **Bylaws and Internal Regulations**.

**Article 38. Ordinary Fees**

Ordinary fees cover routine operations and services, including:

- Private security and surveillance.
- Maintenance of green areas and garbage collection.
- Repairs and operation of public lighting.
- Administrative, legal, and accounting services.
- Oversight of construction and regulatory compliance.
- Any other expense that, in the judgment of the Administrator and the Executive Committee, is deemed necessary for the proper operation of the subdivision.

**Article 39. Extraordinary Fees**

Extraordinary fees, approved by the General Assembly, shall be used for:

- Infrastructure upgrades or replacements.
- Emergencies or unforeseen events.
- Budget shortfalls or unplanned expenses.
- Replenishment Contingency Reserve Fund

Extraordinary fees shall be distributed among the Members as proposed by the BoD and approved by the corresponding Assemblies.

Any extraordinary fee will be collected from all residents, with one fee per property. For this policy, a "property" is defined as a taxable entity. If a Member pays property taxes on more than one property, that Member will be required to pay one extraordinary fee for each property.



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**Article 40. Contingency Reserve Fund**

The Association shall maintain a minimum reserve fund equal to two (2) months of the annual Subdivision budget. This reserve fund is intended exclusively to address emergencies not foreseen in the annual budget approved by the General Assembly, such as the repair of water pumps, pipelines, common installations, or other unforeseen situations affecting the operation and functionality of the Development.

The contingency reserve fund will be replenished through an extraordinary fee through a General Assembly. This fee will restore the contingency reserve fund to the two-month minimum.

The replenishment of this contingency reserve fund will be distributed among the Members as proposed by the BOD and approved by the corresponding Assemblies.

The Contingency Reserve Fund contributions shall be deposited by the Members and/or residents into the Association's official bank accounts. The Administration shall be responsible for maintaining a transparent and separate accounting record of said fund to ensure its proper management and exclusive use in authorized cases.

The use of the Contingency Reserve Fund shall be strictly limited to emergencies and shall require the joint authorization of the Executive Committee, composed of the President, Secretary, and Treasurer.

During the November General Assembly each year, the adequacy of the fund shall be assessed. If deemed insufficient, the Assembly may decree an extraordinary contribution to strengthen said fund.

However, in the event of an extreme emergency, where the Contingency Reserve Fund is reduced to a critically low level such that the BoD's determines the operation of the Subdivision to be at risk, the BoD may convene an extraordinary General Assembly to request the approval of an extraordinary fee. Such fee shall be used exclusively to replenish the Reserve Fund to the mandatory minimum of two (2) months of the annual budget.

**Article 41. Payment Deadlines and Methods**

All payments and deposits made to the Association for ordinary fees, extraordinary fees, fines, construction security deposits, donations, or any other payment related to the administration or operation of the Association shall be mandatorily made to the Association's bank accounts.



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The Association may assign individualized "CLABE" bank account numbers to each member or resident of the development for payment identification purposes; however, all such payments must, in every case, be deposited into the Association's designated bank accounts.

The BoD at its discretion may authorize quarterly, semi-annual, or annual prepayments with incentives for early payment.

Quarterly or semi-annual payments are due within the first ten (10) days of the first month of the corresponding period. In the event of default, late-payment interest shall accrue automatically as from the first day of such period, without the need for any prior demand for payment by the Association.

**Authorized payment methods include:**

- Electronic transfers or referenced bank deposits.
- The Association's designated digital platform.

**Article 42. Arrears, Penalties, and Collection Procedures**

- Late payments incur five percent (5%) monthly interest without prior notice.
- Balances overdue by more than twelve (12) months shall be adjusted using INEGI's National Consumer Price Index (INPC) before applying interest.

A Member shall be considered in default after missing two (2) consecutive payments. Consequences include:

- Loss of voting and candidacy rights.
- Inclusion in the internal delinquency registry.
- Initiation of collection procedures (extrajudicial or judicial).

**Article 43. Electronic Access Restriction Due to Default**

**After two (2) or more unpaid maintenance fees:**

- Electronic access devices (TAGs) will be deactivated; the de-activation of a TAG shall in no case prevent the lot owner from entering on foot or by vehicle once manually registered at the guard-house, thereby safeguarding the constitutional freedom of transit (Art. 11 eleven, Political Constitution of the United Mexican States).



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- Access to digital tools for generating visitor or service provider codes will be suspended.
- Reactivation requires full payment of the debt, including interest and penalties.

**Legal Basis:** These internal operational measures do not infringe on the right to free transit, as access remains possible through manual control points.

**Article 44. Transparency and Special Agreements**

**A. Financial Transparency and Accountability**

The BoD must present the following to the General Assembly:

- The annual projected Budget.
- Monthly and annual reports of the Association's income and expenditures, as well as financial statements, including balance sheets and income statements for the respective periods.
- A Reserve Fund status report.

All revenues must be deposited in official bank accounts and recorded in the Income and Expense Ledger.

**B. Payment Agreements and Special Cases**

In justified cases such as illness, unemployment, or personal hardship, the BoD may authorize:

- Installment payment plans.
- Payment deadline extensions without penalties.
- Conditional discounts to encourage regularization.

Any such agreement must be documented and formally approved by the BoD or jointly by the President and Treasurer.

**CHAPTER 7 – SECURITY AND SURVEILLANCE**

**Article 45. Security**

The Association shall maintain a 24-hour continuous security presence at the main gate entrance. Additional access points may be secured in the future as needed, subject to periodic



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evaluation by the BoD, which will also determine the number of security personnel, their compensation, and the implementation of improvements discussed at each monthly BoD meeting.

**Security personnel are responsible for:**

- Registering visitors and issuing a temporary vehicle pass to be displayed on the dashboard and returned upon departure.
- Registering domestic workers and issuing passes for specified periods.
- Register service providers and construction workers, and issue daily passes valid until 6:00 p.m
- Documenting complaints or incidents, submitting reports to the Administration daily (or after each weekend).
- Once the electronic access control system at the entrance gate of the Development becomes operational, vehicular access devices (TAGs) shall be issued, at cost plus administrative fees, to each Member, exclusively for use in the designated residents' lane, provided they are current with their fee payments and have not committed any violations of these Internal Regulations.

It is strictly prohibited for any Member outside the BoD to issue orders to the security staff or to occupy the security booth. Likewise, the receipt of correspondence or packages, as well as the delivery or deposit of packages, is strictly prohibited both at the entrance booth of the subdivision and at the Association's office. The use of Association-employed security guards for private purposes is strictly prohibited, and the entrance booth together with all its equipment shall be used exclusively for official community purposes.

**Article 46. Access Rules for Residents, Visitors, and Service Providers**

Access control shall prioritize safety without infringing the constitutional right of free transit, in accordance with the Municipality's citizen-collaboration regime.

**Residents:**

- May register electronic access via TAGs, QR codes, or other devices.
- Each household in good standing is entitled to two TAGs; additional devices may be requested for immediate family members with full identification.
- Homeowners leasing their property must transfer their passes to tenants; no new passes will be issued to renters.



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**Visitors and Service Providers**

The policy or protocol governing the authorization, registration, and conduct of visitors and service providers shall be duly approved by the BoD and subsequently communicated to all Members. Such protocol shall be published in all official communication channels of the Association, including the website, digital platform, and physical bulletin boards, ensuring that all residents and service providers are informed of its content and requirements.

- Must be authorized by the hosting resident in accordance with the policy established by the Association.
- Service personnel (e.g., delivery workers, construction staff) must register at the guardhouse, wear a visible badge, and respect established access schedules.
- Entry of unidentified vehicles carrying heavy loads or construction materials without prior approval is prohibited.

**Access Schedules:**

The BoD and/or the Administration may set or adjust restricted access hours for construction, moving, and freight services.

- Any such schedules or changes shall be published through the Association's official communication channels, including the website, digital platform, and bulletin boards, to ensure timely notice to all Members, residents, and service providers.

**Neighboring Subdivisions:**

- Residents of other subdivisions with easement rights through the Subdivision maintain their right of free transit.
- The Association may sign collaboration agreements to define internal transit rules and establish shared contributions.

All access control policies must align with the Public Services Concession Agreement and municipal regulations, ensuring no obstruction of public roads or violation of Article 11 (eleven) of the Mexican Constitution.

**Article 47. Night Patrol and Patrol Vehicle Operation**

The Association shall operate a night-patrol system, managed by the Security Commission and staffed by directly hired or contracted personnel.



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- The patrol vehicle must display visible community markings, operate only within the subdivision, and follow a fixed route, especially from 7:00 p.m. to 7:00 a.m.
- A logbook shall be maintained for all patrol rounds and incidents.
- The designated driver is responsible for the vehicle's appropriate use; the contracted company shares liability for negligence or misuse.
- The patrol vehicle may not exit the subdivision without prior written authorization from the BoD or the Administration of the Association.

**Article 48. Hiring of Security Personnel**

**The BoD, supported by Administration, may:**

- Hire security personnel directly or
- Contract legally registered private security firms authorized by the Jalisco Secretariat of Public Security.

**All security staff must:**

- Wear uniforms and visible identification.
- Possess basic training in community relations, first aid, and emergency response.
- Submit activity logs and undergo periodic evaluations.

**Preference will be given to security firms with:**

- Experience in residential environments;
- Active operations in Chapala.

All hiring shall comply with the **State of Jalisco Private Security Law**.

**Article 49. Electronic Surveillance and Control Systems**

**The subdivision may implement surveillance systems, including:**

- Video cameras, motion sensors, license-plate readers, and automated access controls, among others.

**Requirements:**

- Equipment must be clearly signposted and installed outside private property.
- Recordings must be stored for a minimum of fifteen (15) calendar days.



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- Upon formal written request by the affected party, access can be reviewed only by the Executive Committee, the Security Committee, the Administration or competent authorities (e.g. public security bodies or the public prosecutor's office) who request access as part of an official investigation.
- Usage is strictly limited to the Subdivisions' security purposes (situations that involve risk, emergencies or criminal acts) and not for private or personal use.

**Compliance:**

**All systems must adhere to:**

- The Federal Law on Protection of Personal Data Held by Private Parties;
- Any applicable municipal regulations on privacy and surveillance.

**Article 50. Coordination with the Municipal Police**

The Association shall maintain a collaborative relationship with the Municipal Directorate of Public Security of Chapala for:

- Emergency response coordination;
- Preventive patrol support;
- Event security;
- Conflict resolution and crime prevention campaigns.

**The BoD may appoint a Neighborhood Security Liaison to:**

- Act as the official point of contact with authorities.
- Coordinate additional patrols, file reports, and request support.

**Administration shall:**

- Publish emergency contact numbers and relevant authorities' information on the subdivision's website.
- Publish on the subdivision's website steps or Members to take when making a report outside Administration office hours.

**Complementary security programs may include:**

- Panic button or app-based neighborhood alert systems.
- Emergency response protocols for disasters or accidents.
- Neighborhood Watch programs overseen by the Security Commission.



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**Members Alarm Systems:**

- Members may or may not elect to have their own surveillance cameras and/or private alarm system for their properties. A Member is responsible for his/her alarm and, if away, the Member is responsible for planning with a neighbor or friend to provide alarm access and provide that contact information to the Administration Office to ensure the Alarm is addressed.

The Administration assumes no responsibility for individual property security but offers patrols to discourage break-ins.

**CHAPTER 8 – GOOD NEIGHBORLINESS AND  
COEXISTENCE**

**Article 51. Purpose of the Chapter**

The purpose of this chapter is to establish minimum standards of conduct and shared responsibilities for all Members, residents, visitors, workers, and service providers in the Subdivision, intending to preserve harmony, security, respectful coexistence, and a high quality of community life.

**Article 52. Respect Among Neighbors and Toward Administrative Staff; Culture of Peace and Coexistence**

All subdivision occupants shall treat one another with respect and civility, avoiding any behavior that involves harassment, intimidation, or disruption of neighborhood peace.

**Prohibited conduct includes:**

- Use of offensive, discriminatory, or threatening language.
- Harassment or intimidation of residents, security personnel, or workers.
- Deliberate obstruction of common green areas.
- Spreading rumors or hostile messages.

This article is grounded in Article 1 (one) of the Mexican Constitution, the Civic Culture Law of the State of Jalisco, and applicable municipal ordinances regarding public order.



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**Article 53. Responsible Use of Common Areas**

Common areas—such as sidewalks, medians, parks, gardens, and land under Association stewardship—must be kept free of private structures, rubble, trash, old furniture, or construction debris.

Each Member is responsible for the cleanliness and safety of the area adjacent to their property.

Use of common areas for events (e.g., parties, fairs, inflatables, barbecues) requires prior written authorization from the Committee.

Urban infrastructure such as trees, lighting, benches, and signage must be respected. Damage caused by residents must be repaired at their own expense.

This article reflects provisions of the State Urban Development Law and Chapala's municipal regulations on public space use.

**Article 54. Control of Domestic Animals**

Only domestic dogs, cats, and small birds may be kept.

**1.- Dogs and Cats:**

- Up to three (3) registered dogs or cats (no more than two dogs and/or two cats in any combination) per lot;
- Grandfather Provision for existing dogs and cats: Members who, at the time of the adoption of these Bylaws, possess several dogs and/or cats exceeding the newly established limits shall be considered grandfathered. These members may retain their existing dogs or cats but shall not replace them beyond the allowable limit once they pass away, are rehomed, or otherwise leave the household.
- It is recommended that all dogs and cats be registered with the Administration, as this will assist in identifying the owners of lost dogs or cats and determining if strays or not.
- It is prohibited to keep **dangerous or high-risk dog breeds**, as defined by applicable state or municipal regulations, or as otherwise determined by the BoD on a case-by-case basis
- Continuous barking. Continuous barking is defined as the following:
  - The barking lasts for more than 10-20 minutes, or



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- It occurs repeatedly over a period, such as several times an hour over multiple hours/days, and
- Is loud and clearly audible from neighboring properties.
- It will be considered a serious violation if this happens-from 10:00 PM to 6:00 AM.
- The Administration will retain a dog violation report log to track continuous violators and evidence.
- Aggressive dog behavior is prohibited

**Requirements for Dogs and Cats within the Subdivision:**

Leashes, ID tags, and immediate waste pickup when outside of Member's property.

**2.- Birds:**

Bird quantity is at the owner's discretion

Permitted Birds: Residents may keep domesticated bird species commonly recognized as household pets, provided they do not cause excessive noise, odors, or disturbances to neighbors. Permitted birds include, but are not limited to, canaries, finches, budgerigars (parakeets), cockatiels, lovebirds, and similarly sized species.

Medium-sized parrots (e.g., conures, senegals, parrotlets) may be allowed subject to prior written approval by the Administration based on factors such as noise level, cage location, and number of birds.

Prohibited birds include wild-caught species, large or loud birds (e.g., macaws, cockatoos, African greys), game birds (e.g., chickens, roosters, ducks), and birds of prey.

Outdoor aviaries or free-flight enclosures are not permitted without express written approval. The Association reserves the right to require the removal of any bird that becomes a nuisance, poses a health hazard, or violates these rules.

For these Internal Regulations, bird noise refers to any repeated or prolonged vocalization—such as chirping, squawking, screeching, or calling—that is clearly audible beyond the boundaries of the property where the bird is kept and that unreasonably interferes with the peace, comfort, or enjoyment of neighboring residents.

A bird may be considered a nuisance if its vocalizations:

- Are excessive in volume, duration, or frequency, especially during quiet hours.



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- Occur consistently or persistently for more than 10 -20 minutes at a time or multiple times per hour.
- Can be measured or observed as disruptive to neighboring properties.
- It will be considered a serious violation if this happens from 10:00 PM to 6:00 AM

The Association reserves the right to determine, on a case-by-case basis, whether any pet's vocalizations constitute a nuisance, based on complaints, direct observation, or noise measurement where applicable.

**Prohibited actions:**

- Feeding stray animals outside private property.
- Leaving pets-unsupervised overnight.
- Placing poison or harmful substances beyond one's property boundary.

**Prohibited without BoD approval:**

- The **breeding of animals for sale, exchange, or distribution**, whether on a commercial or non-commercial basis, within any property of the Subdivision.
- The operation of **commercial activities related to the sale, trade, or advertisement of pets or animals**, including but not limited to on-site transactions, online listings using the Subdivision address, or the use of common areas for such purposes.

Any request for an exception must be submitted in writing to the BoD, include supporting documentation, and may only be granted under extraordinary circumstances, subject to specific conditions and ongoing oversight. Unauthorized activities shall constitute a serious violation, subject to immediate sanctions under Annex B, including fines, suspension of access rights, and potential referral to municipal animal control authorities.

**Enforcement and Sanctions:**

- It is important to note that a dog(s) will bark intermittently throughout the day due to various disturbances, so restraint should be exercised before submitting a report form to the Administration. Additionally, it is always best resolved in a neighborly manner.
- It is important to note that birds will chirp, squawk, screech, or call throughout the day due to various disturbances or circumstances, so restraint should be exercised before submitting a report form to the Administration. Additionally, it is always best resolved in a neighborly manner.
- Once the Administration has received two complaints regarding the same situation, it will issue a notification letter as indicated in Annex B



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- Continued violations for dogs, cats and birds will result in fines as per Annex B or referral to municipal animal welfare authorities.
- It is recommended that any Member lodging any dog-related violation document the incident by retaining a record of the dates, times, duration, and audio evidence, if possible, audio and video evidence. It is best if multiple Members can be combined on a complaint, as this will reduce neighbor-to-neighbor issues and enhance the report.
- Any pet that attacks another animal or a person shall be confined and evaluated by a certified veterinarian; the municipal authority or the Unidad de Medida y Control Animal (UMECA) will determine the applicable measures, which may include relocation or, as a last resort, humane euthanasia under the Ley de Protección y Cuidado de los Animales del Estado de Jalisco.

Victims should contact Chapala Police or on-duty subdivision personnel and file a formal complaint.

**Article 55. Noise Control: Conduct related to noise, Approved Events, and Machinery.**

Based on Article 27 (twenty-seven) of Chapala's Civic-Justice Regulation, the following are the established maximum noise levels:

- From 6:00 AM to 10:00 PM, it is permitted up to 55dB
- From 10:00 PM to 6:00 AM, it is permitted up to 50 dB

The measurement of decibels shall be taken from inside the residence of the neighbor claiming to be affected by the noise, with doors and windows closed.

**It is prohibited to:**

- Exceed the noise levels listed above, except in the cases of approved exceptions such as special events or typical construction-related noise.
- Cause prolonged or excessive noise from 10:00 pm to 8:00 a.m. (the subdivisions' quiet time) that is clearly audible across property lines or inside nearby homes, that disrupts others' comfort, sleep or ability to enjoy their property.
- Prolonged or excessive noise refers to loud sounds, continuous (extends more than twenty (20) minutes over an hour or repetitive enough to disturb others, including dog barking, loud music, machinery, shouting, or fireworks.

**No private event, loud music devices or parties may extend onto the public streets without prior approval of the Administration.**



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**Exceptions for Approved Special events:**

- Weekday events (Mon–Thu): Noise level limits extended until 11:00 p.m.
- Weekend events: Limited to one day (Fri, Sat, or holiday eve) with noise level limit extended until 1:00 a.m. (or 2:00 a.m. on Dec 24 & 31).

**Use of loud sound systems in properties** requires forty-eight (48) hours' advance authorization to the Oversight Committee and Administrator.

**All vehicles**, including motorcycles and service trucks, must have functional mufflers.

**Permitted hours for typical construction-related noise:**

- Monday–Friday: 8:00 a.m. to 6:00 p.m.
- Saturday: 8:00 a.m. to 1:00 p.m.
- Prohibited on Sundays and official holidays.

**Violations:**

- Members may report violations in writing to the Administration or through the digital portal.
- Written notifications may be sent and fines imposed as per Annex “B”; repeat offenses or offenders may be referred to municipal authorities.
- The Administration will post on the Subdivision web page the procedures to follow in reporting violations outside office hours.

**Article 56. Prohibited Activities and Reporting Mechanism**

**Strictly prohibited:**

- Commercial or industrial construction. A commercial building is considered as follows: office building, retail spaces, warehouses, industrial facilities, hospitals and clinics, educational institutions, recreational facilities, mechanic or body shop, distilleries, carpentry Shop, foundries (iron works), food processing, among others.
- Open fires, fireworks, vacant lot burning, or hazardous material storage.
- Unauthorized advertisements or banners.
- Use of vacant lots as parking, storage, or gathering points.
- Parking recreational vehicles except with special BoD authorization.
- Tampering with surveillance, gates, signage, or urban furniture.
- Farm animals (including hens, roosters, chickens, ducks, cattle horses) or breeding activities.



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- To fly drones at less than 50 meters in height or within 30 meters of lateral distance from houses.

**Only signage permitted:**

- A signage for a house or lot for sale. In this instance, only one (1) standard sales agent for sale sign, measuring a maximum of forty-six (46) cm by sixty-one (61) cm is permitted and must be attached or situated on the property for sale.

**Professional services from home are allowed if:**

- They do not disrupt neighbors.

**Reporting procedure:**

- Members may report violations in writing to the Administration or through the digital portal.
- The Administration will post on the Subdivision web page the procedures to follow in reporting violations outside office hours.

**Enforcement:**

The Security Committee shall document complaints and may recommend:

- Fines,
- Access restrictions,
- Referral to the Honor and Justice Commission or local authorities.

**Article 57. Maintenance of Facades and Exteriors**

To maintain aesthetic harmony and property values, owners must keep facade, plaster, paint, windows, doors, metalwork, and cornices in good condition to prevent visible deterioration.

**Refurbishment or repainting** is required:

- Upon visual inspections the TCC may request refurbishment or repainting.
- The Administration will deliver to the member a written request issued by the BoD



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**Noncompliance:**

The Association may arrange repairs and charge all related costs to the owner and/or apply fines as outlined in Annex B

This is supported by the **State Urban Development Law**.

**Article 58. Environmental Protection and Responsible Resource Use**

Given the Subdivision's proximity to Lake Chapala, Members and Residents must:

- Avoid water waste, such as hosing sidewalks.
- Avoid toxic pesticides or fertilizers that may reach water systems.
- Use reclaimed water only for street cleaning.
- Practice composting and plant native species.

These internal rules reflect the State Environmental Protection Law and municipal water-use regulations.

**Additional Rules:**

- At no time is it permitted to fill pools or hot tubs with water received from Subdivision pipes. These must be filled using purchased water, thus avoiding a drain on the Subdivision water supply.
- For ecological reasons, backwashing of pools, hot tubs and cisterns shall be done outdoors and towards the street in a suitable pipe that descends to a street level in accordance with any State and Municipal regulations.
- The BoD has the discretion to implement water restriction measures. These could include, but not limited to, garden watering, vehicle washing and distribution limitations of water supply within the Subdivision.
- In the case of solid waste collection, including non-hazardous garbage, in coordination with municipal services, it is strictly prohibited to deposit for collection any construction debris, tires, glass, furniture, household appliances, mattresses, or similar items, whether in front of residences or in the designated container areas within the subdivision.
- In the case of cardboard and vegetative waste (plants, branches, etc.), these may only be deposited in the subdivision's designated container areas, provided that they are properly cut into dimensions not exceeding 80 x 80 centimetres, compacted, and tied with cord or twine, to occupy the least possible space and allow for proper collection.



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**Noncompliance:**

The Association will apply fines as outlined in Annex B.

**Article 59. Vehicle Use and Parking**

**Vehicles must be parked:**

- In designated garages or driveways.
- Never blocking sidewalks or other driveways.

Heavy vehicles and delivery trucks must follow Article-55's time restrictions.

**Prohibited:**

- Parking on vacant lots or public areas without authorization.

These provisions are aligned with the **Chapala Traffic and Roadway Ordinance**.

**Article 60. Communication and Reports**

**A. Reporting and Community Feedback**

**All complaints/violations must be:**

- In writing to the Administration or through the digital portal.
- Include the complainant's name, date, and a description of the incident.
- The Oversight Committee must respond with proposed solutions within fifteen (15) days.

If unresolved, the matter may be escalated to the General Assembly.

This process respects the **State Transparency and Access to Information Law** regarding the right to be heard and due process.

**B. Annual Review of this Chapter**

This chapter shall be reviewed annually at the General Assembly in November each year.

- Amendments may be proposed by any Member.
- Proposals must be submitted at least thirty (15) days before the Assembly.



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- Approval requires a simple majority of those present.

This procedure is established in **Article 15 of the Association's Bylaws and Internal Regulations.**

**CHAPTER 9 – CONSTRUCTION OF NEW  
WORKS, REMODELINGS, RENOVATIONS  
AND URBAN AESTHETICS**

**Article 61. Scope and Legal Basis**

This Chapter is issued pursuant to the Law on Human Settlements, Territorial Planning and Urban Development of the State of Jalisco; the Partial Urban Development Plan of San Antonio Tlayacapan; and the Construction Regulations of the Municipality of Chapala.

It regulates all new construction, remodeling, exterior maintenance, and demolition within the Subdivision. Its objectives are:

- Preserve architectural harmony.
- Ensure compliance with municipal and environmental regulations.
- Protect infrastructure and community safety.
- Prevent damage to neighboring properties, common areas, or public roads.
- Seek the best possible views for all Members' properties within the Subdivision, while promoting sustainable and controlled real estate development. Protection shall be exercised through compliance with height restrictions, mandatory setbacks, and pruning of trees and shrubs when applicable.

However, **NO EXISTING VIEW IS GUARANTEED**, and all Members must acknowledge and accept that their current views may be affected by new constructions on vacant lots, additions to existing properties, remodelings, tree or shrub growth, or the building of new walls, even when such works are carried out within the limits permitted by these Bylaws and Internal Regulations.

**View:** For the purposes of evaluating visual obstructions, “**view**” shall be defined as the direct line of sight extending perpendicularly from the front or rear façade of a residential structure, aligned with the corresponding front or rear property line, and oriented toward significant features **such as the lake** when applicable. This definition applies solely to views oriented straight ahead from the front or rear of the structure and expressly excludes views obtained at an angle, from side windows, side yards, or alongside property lines.



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**The TCC** shall consider potential obstructions to these defined views when reviewing construction, landscaping, or modification requests. Side-facing views shall not be protected under this definition.

**The BoD** shall assess the degree and nature of any impact on views and may impose corrective measures to remedy the situation.

**Definitions applicable to this Chapter**

1. **New Construction:** Shall always be understood as any newly built structure that has never been occupied or used and that, as a general rule, involves a change in the construction density within a property, or any work related to the provision of utilities, leveling, and/or stabilization of the lot. Likewise, **New Construction** shall be deemed to include the total or substantial demolition of an existing dwelling and the subsequent construction of a new house on the same lot.
2. **Major Remodeling:** Shall be understood as significant changes **exceeding 50 m<sup>2</sup>** in the form and function of one or more spaces, which in most cases involve structural modifications, such as:
  - Changes in the exterior dimensions and/or volume of any structure on the property, including alterations to the foundation, walls, or roof, as well as the addition of new rooms or floors.
  - Changes in roof size or in the exterior lines of buildings or covered areas.
  - Changes in the height or length of walls or security fences located on the property boundaries.
  - Addition of balconies, terraces, external hot tubs or swimming pools, and water storage tanks.
  - Installation of antennas, chimneys, or other structures that could impact height restrictions.
  - Temporary placement of construction materials or debris on the public street for a period exceeding five (5) calendar days.
3. **Minor Renovations or Aesthetic Renovations:** Shall be understood as interventions **under 50 m<sup>2</sup>**, intended to restore or update one or more spaces to improve their condition, usually by means of cosmetic changes that do not alter the fundamental structure.
  - These activities, in most cases, do not require authorization from the **BoD**.
  - Any minor remodeling and/or aesthetic renovation involving exterior works must be submitted to the **Technical Construction Committee (TCC)** to ensure that they indeed fit the definition of minor or aesthetic renovation.
  - Such minor or aesthetic renovations must comply with the **pre-construction guidelines** and **on-site construction controls**, and, where required, obtain the necessary permits from the Municipality.



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**Article 62. Technical Construction Committee**

The Technical Construction Committee (TCC) is an auxiliary body of the BoD , responsible for:

- Reviewing applications for construction, remodeling, or demolition, including preliminary and final construction projects.
- Monitoring compliance with these Bylaws during all phases of the project.
- Conducting inspections, issuing technical observations, and submitting reports.
- Recommending sanctions in cases of non-compliance.

**The TCC shall be composed of:**

- At least three (3) Members with technical expertise and/or external advisors (civil engineers, architects, or urban planners).
- One (1) liaison from the BoD.
- One (1) member of the Urban Image Commission (if active).

No work may commence without prior authorization.

**Article 63. Application and Approval Process**

The project approval process includes:

1. Review of the application and technical documents by the TCC, which shall issue a written recommendation.
2. Review and resolution by the BoD, which shall:
  - Approve or deny the application in writing.
  - Issue a formal authorization letter.
  - Require the owner to sign documents and commitment forms for compliance with the Internal Regulations and other construction requirements established by the Administration, as well as payment of all applicable fees prior to starting any work.

The application shall be considered approved only when all the following requirements are met:

- The construction deposit and fees, as established in Annex C, have been fully paid.
- The submitted plans are duly sealed and signed by the President, the Treasurer, or the Secretary of the BoD , as well as by at least one (1) member of the TCC.



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- The corresponding New Construction and/or Remodeling Form, provided by the Administration, is sealed and dated by the Association's Administration.

Any municipal permit obtained without the Association's approval shall be invalid. Non-compliance shall result in fines and possible suspension of the work.

**Article 64. Pre-Construction Guidelines**

- All construction shall be completed within the deadlines established in the forms, documents, and plans submitted for review by the TCC.
- Subdivision of lots is not permitted.
- If two (2) adjoining lots are acquired, they may not be merged for construction purposes without the approval of the TCC and the BoD.
- Commercial buildings are not permitted.
- Only one (1) house may be built on each lot. Accessory structures, including small houses or storage units, must comply with all applicable regulations.
- The maximum building height shall be six meters (6.0 m) above street level. If the street has a slope, the average between the highest and lowest points of the lot facing such street shall be used. Any project exceeding this limit shall require extraordinary approval from the General Assembly.
- If a lot borders two (2) streets, the owner may choose which one will be the main access street.
- The six-meter (6.0 m) height restriction applies to all elements, including water tanks, covered terraces, solar panels, or other equipment.
- A minimum of forty percent (40%) of a property shall remain as open space. This forty (40%) can include green spaces plus swimming pools, barbecues, fountains, gardens, or sports courts.
- For any building construction where the property frontage is shorter in length than the side property lines, the standard setback requirements shall apply: a minimum setback of one (1.0) meter from the side property lines, three (3.0) meters from the rear property boundary, and six (6.0) meters from the front property boundary. Conversely, where the property frontage is longer than a side property line, the front setback may be reduced to a minimum of three (3.0) meters, provided that the side setback of one (1.0) meter and the rear setback of three (3.0) meters are maintained. **This provision shall apply exclusively to lots with two (2) or more frontages onto public streets.**
- **Perimeter walls** shall be built with permanent, residential-grade materials, **and shall not exceed one meter and sixty centimeters (1.60 m) in height**, measured from the average level of the land. When the **Construction Technical Committee** determines that special conditions of security, privacy, or terrain elevation justify it, **an exception may be granted allowing a higher wall, provided that it does not exceed two**



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**meters and forty centimeters (2.40 m).** Under no circumstances shall temporary or improvised materials, chain-link fencing, barbed wire, or any other elements that disrupt the visual harmony or unreasonably obstruct neighbors' views be permitted.

- **Cisterns and water tanks** shall be sealed and hidden.
- Rainwater may not be directed onto neighboring properties.
- **Each house must provide parking space for at least two automobiles within the lot.**
- **External installations not part of the facade (air conditioners, solar panels, gas tanks) must be concealed.** Concealing means integrating installations discreetly, within architectural design. This includes covering the base of solar panels, without protruding or exceeding the 6 six-meter height limit.
- **Gas tanks** must be in a ventilated area.
- **Noise-producing** installations and equipment should be located inside with sound insulation to reduce noise.

**Article 65. Pre-Construction Requirements**

**Before starting, the owner shall submit to the TCC and the BoD:**

- A formal written application.
- The title Deed or instrument recorded in the Public Registry that indicates ownership.
- Confirmation of no outstanding balance of fees owing or sanctions.
- Five (5) copies of the architectural and structural plans with a descriptive report.
- A recent topographic survey.
- A letter from a certified engineer approving the structural design (retaining walls, swimming pools).
- Municipal construction license(s).
- Photographs of the current condition of the lot and adjoining streets.
- Association forms signed by the owner.
- Payment of deposit and construction fees.

Any variance to the Internal Regulations must be submitted to the TCC and BoD, which have the right to refuse. If a variance is approved, the TCC will document the reason for granting the variance.

If the municipal license is not obtained within three (3) months, the application shall be null and void and fees refunded, less administrative costs.

**Article 66. Fees, Deposits, and Technical Supervision**

**A. Plan Approval Fee**



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- A one-time, non-refundable fee.

**B. Construction Security Deposit**

- Mandatory before commencement.
- Calculated according to project type and size (Annex C).
- Refundable, less applicable fines or damages upon final approval by the TCC and the BoD that Article 68 Post Construction Obligations are met.

**C. Technical Supervision Fee**

- Monthly, paid in advance.
- Covers site visits, logs, and reports by a professional designated by the Association.
- Non-payment shall suspend the work.

A written report from the TCC shall be an indispensable requirement for any authorization.

The plan approval fees and work supervision fees, as well as the construction security deposits, shall be the amounts approved in the current Annex C.

**Article 67. Site Controls**

- Mandatory registration of workers with visible ID badges.
- When requested, the builder/contractor /architect must present the builder's construction and staff records.
- Working hours: Monday to Friday 8:00 a.m. to 6:00 p.m.; Saturday 8:00 a.m. –1:00 p.m.; Sundays and holidays prohibited.
- Sidewalks and streets must remain clean.
- Materials must be stored on the lot or with temporary authorization from the Administrator.
- Dumping debris on other lots, using lots as storage, or mixing concrete in public areas is prohibited.
- Precautions must be taken to ensure that rainwater does not wash soil and/or construction material into the streets, storm drains, streams, common areas or others private property.
- Work sites must ensure sinks and toilets are hidden and cleaned biweekly. Workers must change clothes in an enclosed space and are not permitted to hang clothes.
- It is forbidden to place or attach wires in or onto CFE electrical lines. A definitive contract must be entered into with CFE before construction begins.



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The Member shall be responsible for damages, worker behavior, and compliance with safety, noise and cleanliness rules. The Member is also responsible for any Instituto Mexicano del Seguro Social (IMSS), construction union etc.

The Association assumes no responsibility for any tools, materials, and other items during the construction process.

The Association assumes no responsibility for connection of electrical, any telecommunications, water or sewage etc...

**Article 68. Post-Construction Obligations**

Upon completion of the work, the owner shall:

- Notify the Association in writing.
- Allow a final inspection by the TCC.
- Repair damages to sidewalks, streets, and common areas.
- Remove remaining materials and debris.
- Submit the municipal certificate of completion (if applicable).
- Be up to date with Association fees.

**Article 69. Landscaping and Vacant Lots**

- Built properties must maintain front landscaping.
- Vacant lots must be fenced with Administration-approved fencing material, clean, and free of weeds over fifty centimetres (50.0 cm).
- They may not be used as storage, parking, or for burning.
- Annual inspections shall begin on November 1.
- The Association may clean non-compliant lots and charge the owner.
- Cutting or removing trees without TCC authorization is prohibited.
- Trees within private lots remain the specific Member's responsibility, if there is no structural risk to neighboring properties, common areas or utilities. If a Member wishes to fell or transplant a tree, the Member must ensure municipal ordinances are respected and if required, permits are attained prior to any action being taken. It should be noted that a technical opinion may be required if it is determined there are potential risks (root damage, wall pressure etc....). Additionally, any vegetation, including trees, must respect the maximum height limits set within the Subdivision.
- Refer to Article 104 for approved plant species.



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**Article 70. Architectural and Regulatory Restrictions**

- Front walls or fences: maximum height three meters (3.0 m).
- Electric fences facing public roads are prohibited.
- Exterior colors and materials must conform to the desired palette direction. The color palette is a directional guideline that will provide flexibility. It is available through the Administration Office.
- Greater flexibility will be offered to those houses that are not visible from public streets, while ensuring any visible portions of the house respect the desired color palette direction.
- Hanging clothes, washing etc., on railings is prohibited.
- Roofs must remain clean and tidy, without clotheslines or the like, without storage or additional constructions exceeding six meters (6.0 m).
- Vegetation may not exceed six 6 meters in height.
- Burning garbage is strictly prohibited under Municipal Law.

**CHAPTER 10 – INFRASTRUCTURE, COMMON AREAS, AND PARKING**

**Article 71. Management and Use of Common Areas and Gardens**

- Common areas—including gardens, medians, and urban furniture—are collective-use assets and must remain free of private objects, vehicles, or construction materials.
- Their upkeep, maintenance, and beautification are the responsibility of the Association and shall be funded through fees approved in the annual budget.
- Any intervention (e.g., furniture installation, reforestation, minor works) requires prior approval from the Works and Services Committee.
- It is strictly prohibited to use Association personnel for private purposes.
- Unauthorized planting or removal of vegetation is prohibited.
- Pruning without approval is prohibited.
- Installation of personal items such as hammocks, swings, etc. are prohibited.
- Dumping garbage or debris is prohibited

**Article 72. Scheduled Maintenance of Green Areas**

**The BoD, in coordination with the Urban Image and Public Works Commissions, may:**

- Establish scheduled maintenance plans.
- Hire professional gardening services.



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- Define permitted plant species.

**Article 73. Damage to Common Property Due to Construction or Misuse**

- Any damage caused by construction and/or maintenance to common areas or improper use must be paid for and repaired by the responsible Member.
- Repairs require prior written authorization from the BoD, and the Member shall repair the damage at their own expense within 15 fifteen days.
- The Administration will issue a formal notice describing the damage and required actions.
- If the Member fails to comply, the BoD may carry out the repairs and charge the party responsible, including an applicable fine as the current Annex B

**Article 74. Fines for Damage, Misuse, or Unauthorized Appropriation**

**Sanctions shall be imposed as specified in Annex B for conduct including:**

- a) Intentional or negligent damage to common areas;
- b) Removal or appropriation of community furniture or vegetation;
- c) Parking in unauthorized zones or blocking neighbor driveways or restricted areas.

Repeated offenses or serious damage will result in fines of up to twice the base amount set in Annex B.

**Article 75. Definition of Common Property**

**The following are considered common property (excluding private lots or public domain land):**

- i) Entry gates, guardhouses, roads, gardens, parking areas, signage, benches, waste bins, administrative office.
- ii) Infrastructure: lighting, posts, telecommunications, trash zones.
- iii) Equipment: cisterns, tanks, pumps, drainage, electrical and gas networks.
- iv) Stormwater infrastructure, access covers, and drainage systems



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**Article 76. Requests for Installations in Common Areas**

- All installations in common areas require a written request to the BoD.
- Municipal permits must be included.
- Any request to install temporary elements (e.g., tents, stages, playground equipment) must be submitted at least forty-eight (48) hours in advance to the Oversight Committee.
- Authorization may be conditioned upon a security deposit and compliance with safety guidelines.
- The BoD may require the applicant to remove the installation at their own expense.

**Article 77. Removal of Trees or Common Infrastructure**

- BoD approval is required to remove or relocate trees, posts, or utility infrastructure.
- Tree felling, severe pruning, or transplanting of vegetation is prohibited without a favorable opinion from the Oversight Committee and authorization from the relevant municipal authority and hire authorized contractors.
- All costs are the applicant's responsibility.
- Noncompliance will result in a fine under Annex B and the obligation to replace or compensate for environmental damage.

**Article 78. Legal Nature of Urban Infrastructure**

All infrastructure in the subdivision is part of the municipal public domain, but its use and maintenance are subject to a public services concession granted by the Municipality to the Association.

**Legal basis:** Public Services Concession Agreement signed July 2024.

**Article 79. Prohibited Uses of Streets and Sidewalks**

**The following are strictly prohibited:**

- Use of public streets for storage.
- Placing obstacles such as pots, stones, fences, or any object that impedes passage.
- Painting curbs or marking street spaces without authorization.
- Creating private access routes through common or public land.



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**Article 80. Preservation of Pedestrian Access**

- Walkways and sidewalks must be kept clean, well-lit, and hazard-free.
- Any issues must be reported to the Association for resolution or escalation to municipal authorities.

**Article 81. General Parking Rules**

- Each property owner must use their private space for vehicle parking.
- Permanent parking on public roads is not allowed.

**Article 82. Specific Parking Restrictions**

- Street parking is permitted only temporarily, for visitors or exceptional situations.
- It is forbidden to park:
  - In front of driveways.
  - On sidewalks, roundabouts, or green areas.
  - In reserved street spaces using cones, chains, or signs.

**Article 83. Heavy or Abandoned Vehicles**

- Parking of trucks, buses, or vehicles over three (3) tons is prohibited.
- Broken-down vehicles must be stored inside garages.
- Only minor or emergency repairs may be performed within garages.
- Vehicles left on the street for over five (5) consecutive days will receive a formal notice.
- Continued non-compliance may lead to fines or towing at the owner's expense, per the Annex B.

**Article 84. Speed Limit and Internal Traffic Rules**

- Maximum speed within the subdivision is thirty (30) km/h.
- Pedestrian right of way must always be respected.
- Internal signage must be observed.
- Use of vehicle horns must be limited.
- Extra caution is required in blind spots or low-visibility areas.



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**Article 85. Reporting Reckless Driving**

Reckless driving or speeding may be reported by security personnel or any resident of the Subdivision by submitting a written report to the Administration using the official form provided, or through the Association's official communication channels.

- First and second offenses result in written warnings.
- Third offense shall be reported to municipal authorities.

**Article 86. Serious Traffic Infractions**

**Serious violations include:**

- Speeding.
- Ignoring pedestrian crossings or traffic signage.
- Driving in the wrong direction.
- Performing dangerous maneuvers or operating loud motorcycles.

**Article 87. Road Safety Measures**

**The BoD may install:**

- Speed bumps.
- Warning signs.
- Cameras.
- Radars with or without cameras
- Additional street lighting, as needed for safety.

**Article 88. Regulations for Events in Common Areas**

**Events in common areas require:**

- Prior written authorization is required at least five (5) calendar days in advance.

**The requesting resident is responsible for:**

- Setup and cleanup.
- Ensuring safety and minimizing noise.
- Reimbursing the Association for any damages.



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**Maximum permitted duration:** until 10:00 p.m.

Events must not obstruct free circulation of residents.

No private event, loud music devices or parties may extend onto public streets without prior approval of the Administration.

**Article 89. Event Authorization Criteria**

The BoD may approve or deny event requests based on:

- Safety conditions.
- Frequency of use.
- Impact on coexistence and community harmony.

**Article 90. Shared Responsibility**

The care and conservation of common areas and infrastructure are the shared responsibility of the Association and all residents.

Those who cause damage are obligated to repair or compensate and may be fined according to Annex B and face possible sanctions.

**CHAPTER 11– GENERAL SERVICES AND  
MAINTENANCE**

The services provided by **CFE** (electricity) **Telmex** (phone and internet) and **SIMAPA** (water and drainage), among others, are independent. The Association assumes no responsibility for the connection of telephone, electric power, potable water sewage etc. It remains the responsibility of the owner of the property to make the necessary arrangements with the corresponding authorities. The Association acts as a liaison and facilitator to assist Members report issues or coordinate repairs with those agencies.

**Article 91 –Water Service Contract**

- Each Member shall contract and pay **SIMAPA** for their individual water service.



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**Article 92. Private Connection and Meter Installation**

- Each lot must have a properly registered connection with **SIMAPA** and an individual water meter.
- The Association shall not be held liable for leaks or damages beyond the municipal connection point.
- Members must submit a copy of their service contract and most recent bill upon registration.

**Article 93. Water Conservation**

- Wasteful practices—such as hosing sidewalks for prolonged periods or leaving faucets running unattended—are strictly prohibited.

**Article 94. Inspection and Maintenance of the Water Network**

- Jointly with **SIMAPA**, the Association will coordinate the necessary works to ensure both the quality of the water and the supply system (but not beyond the municipal connection point). This will include an annual inspection and cleaning of all subdivision-owned wells or wells providing the subdivision with water, storage tanks for Subdivision water, pumps, valves and pressure regulators.
- Any leak, blockage or equipment malfunction must be reported by a Member within seventy-two (72) hours of discovery.
- Any repair or replacement of privately owned piping shall be the sole responsibility of the Member.

**Article 95. Penalties for Water-Related Infractions**

- Noncompliance with Articles 92, 93, and 94, will be sanctioned pursuant to the current **Annex B**, with classification based on the severity of the offense.

**Article 96. Reporting and Repair of Lighting Failures**

- Members shall report any burned-out or defective streetlamp(s) to the Administration through the official digital platform or by email within three (3) calendar days of detection.



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- The Association shall carry out repairs within a maximum of fifteen (15) days, except in cases of force majeure.

**Article 97. Lighting Maintenance Obligations**

- The Administration will perform monthly inspections of all lighting circuits and fixtures.
- Repairs or bulb replacements must be completed within fifteen (15) calendar days of a valid defect report.
- Maintenance records shall be kept for:
  - Lamp replacements,
  - Pole inspections,
  - Power outages.

**Article 98. Prohibition on Tampering with Lighting Infrastructure**

No Member may tamper with, relocate or remove any lighting pole, fixture or wiring. Any such interference endangers safety and community operations.

It is strictly prohibited to alter, replace, or disconnect components of public lighting unless performed by authorized personnel, and authorized by the Administration.

**Article 99. Penalties for Lighting-Infractions**

- The conduct described in the previous article shall be classified as moderate or serious, depending on its impact, and sanctioned in accordance with the current Annex B.

**Article 100. Waste Separation and Container Use**

- Members must deposit household waste in approved containers only on designated collection days. Waste containers or waste of any kind may not be placed outside the night before a designated collection day and must not be set out before 6 a.m. on the day of collection.
- Clean recyclable materials— glass, metal, and plastic must be separated from organic and non-recyclable waste at the point of origin.
- Each lot must have labelled containers in good condition.



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- It is prohibited to deposit hazardous waste in common-use containers.

**Article 101. Recycling Stations**

- At least three (3) community recycling stations will be provided in common areas, maintained monthly and clearly signposted.
- The Association may establish drop-off points for paper, glass, and plastic in designated common areas.
- All garbage deposited in the designated community trash areas must be placed in closed bags or in appropriately sized boxes to avoid spilling the contents and attracting animals. Any violation will be sanctioned in accordance with Annex B
- At no time should any construction material be deposited in the designated community trash areas or dumped in any other area within the Subdivision. Any violation will be sanctioned in accordance with Annex B.

**Article 102. Prohibited Dumping and Penalties**

- The dumping of human or animal waste in medians, gardens, vacant lots, or roadways shall be considered a moderate or serious infraction (in cases of repeat violations) and shall be sanctioned in accordance with **Annex B**.

**Article 103. Maintenance of Private Green Strips**

- Each Member is responsible for maintaining the green strip adjacent to their lot, including pruning, watering, and cleaning.
- In cases of repeated noncompliance, the Association may carry out the necessary work and charge the Member for the cost of maintenance, along with an administrative fine.

**Article 104. Approved Plant Species**

- Only species that are climate-resistant and non-invasive shall be allowed. The official list of approved species shall be published on the Association's digital platform.

**Article 105. Landscaping Services in Common Areas**

The Association is responsible for maintaining the appearance, cleanliness, and safety of common green areas, including parks, medians, and community-access gardens.



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- Landscaping and gardening work in common areas shall be carried out by staff or contractors hired directly by the Association, according to its operational and budgetary capacity.
- The Administration shall supervise and coordinate gardening activities to ensure a consistent standard of care, cleanliness, and basic aesthetic harmony in all common areas.
- When possible, the Association may consult external professionals or request technical opinions for specific improvements or landscaping projects, subject to available funds.
- The cost of maintaining common green areas shall be included in the ordinary maintenance fees, unless otherwise authorized by the General Assembly.

**Article 106. Tree Protection and Replacement**

- The felling or transplanting of trees in common areas shall require a technical opinion from the Works and Service Committee and a municipal permit, if applicable.
- Any tree removed must be replaced by the responsible Member in accordance with the TCC's specifications or replaced by the Association at the Member's expense, including a corresponding fine.

**Article 107. Sanctions for Landscaping Noncompliance**

Violations of **Articles 103, 104, 105 and 106**, shall be classified as moderate or serious infractions, and the corresponding fines in **Annex B** shall be applied.

**CHAPTER 12 – SHORT-TERM RENTALS**

**Article 108. Definition and Duration**

**All renters, no matter the length of the rental period, are obligated to comply with these regulations**

- Short-term rentals are defined as any lease or occupancy of a lot or dwelling for a continuous period of less than thirty (30) days.
- Any occupancy exceeding thirty (30) days shall automatically convert to a long-term tenancy.
- This includes rentals conducted through digital platforms, agencies, or any other arrangement that involves temporary occupancy of the dwelling.



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**Article 109. Host Obligations and Liability**

A Member who lists their property for short-term rental remains fully responsible for the conduct of all guests and for any damage to private or common property. Hosts must ensure that guests strictly observe all community rules regarding noise, parking, trash disposal and use of common amenities.

**Prior to arrival, each host shall:**

- Collect a security deposit or place a hold on a credit card equivalent to one night's rental; this deposit shall secure payment for any repairs or fines resulting from guest misconduct.
- If a guest violates any rule, the host must settle repair costs and penalties with the Administration within ten (10) business days of invoicing

**The host or Member shall be responsible for:**

- a) Ensuring full compliance with these Bylaws and Internal Regulations by their guests;
- b) Maintaining safe and habitable conditions (e.g., electrical and gas systems, fire extinguishers, emergency exits);
- c) Informing guests of community rules, noise schedules, and proper use of common areas;
- d) Providing a 24-hour emergency contact.

Any damage caused by guests shall be the host's responsibility. The host must pay for or repair such damage, which may be secured through a guarantee deposit previously submitted to the Administration.

Regarding short-term rentals, sanctions and fines can be carried over to the next rental(s) and will only be removed once all repair costs and fines are paid.

**Article 110. Mandatory Registration**

**Before any lot or dwelling may be rented, the Member must:**

- **For long-term rentals**, complete the rental registration form available through the Administration Office. This form must be submitted to the Association at least fifteen (15) days before the rental begins. It is available on the Association website, at the Administration Office, or on the Association App.
- **For short-term rentals**, the same information must be communicated to the Administration Office before occupancy. This requirement is essential since many short-term rentals occur outside Administration Office hours.



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**The registration file for short-term rentals must include at least:**

- Copy of the tenant's official identification.
- Dates of occupancy.
- Contact information for the tenant and the owner or their authorized representative.
- Proof of compliance with municipal or state requirements, if applicable (e.g., Registro Nacional de Turismo when legally required).

**Article 111. Monitoring and Compliance Audits**

The Administration will maintain a live registry of all active short-term rentals and may conduct at least two (2) unannounced compliance audits per year. During an audit, a Member must provide booking records (e.g., platform reports) and grant access to Association-approved noise-monitoring devices if installed.

Failure to cooperate, refusal to submit records, or tampering with monitoring equipment constitutes a material breach of this Chapter and will trigger the penalties in Article 112.

**Article 112. Fines and Sanctions**

Failure to comply with Articles 108, 109, 110, or 111 shall be considered an infraction ranging from minor to moderate to serious and shall be sanctioned in accordance with the current Annex B.

**Applicable sanctions may include:**

- a) Fines.
- b) Temporary deactivation of TAGs for access through the residents' lane.
- c) Prohibition from registering new properties for short-term rental purposes.
- d) Referral to the competent authorities if a criminal offense is confirmed.

**CHAPTER 13 – ADMINISTRATIVE DIGITAL PLATFORM  
AND OFFICIAL COMMUNICATIONS**

**Article 113. Implementation of the Digital Platform**

The Association shall adopt a secure, centralized property-management platform—such as Neivor or any other solution meeting the requirements below—to handle:



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- Invoicing and collection of regular maintenance fees, extraordinary assessments and fines.
- Submission and tracking of service requests (infrastructure defects, security incidents, etc.).
- Distribution and archival of all official communications (circulars, meeting notices, voting polls).

Any chosen platform must offer web and mobile interfaces, real-time reconciliation, automated reminders and audit-grade record-keeping.

**Article 114. Payment of Fees and Fines via the Platform**

All ordinary and extraordinary fees, as well as fines, construction deposits, TAGs, late-payment interest, donations, and/or any other payments made to the Association shall be posted and paid exclusively through the designated platform. However, in all cases, payments must be deposited directly into the Association's official bank account. The Association may request the bank to assign individualized CLABE accounts for each Member or resident to improve payment tracking, but under all circumstances, the funds must be credited to the Association's official account.

Members shall receive automated notifications at least ten (10) days before each due date and may pay via credit/debit card or electronic transfer.

The system shall apply late-payment interest (5% per month) and generate digital invoices citing the legal basis (Chapter and Article).

**Article 115. Service Requests and Failure Reports**

Members must submit all maintenance or security service requests via the platform's "Service Request" module, including:

- Date
- Time,
- Description and,
- Photographic evidence, when available.

The Administration will acknowledge receipt within twenty-four (24) hours, assign a priority, and post status updates and estimated resolution dates.



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All records—requests, responses and completion confirmations—shall be retained in the system for audit and performance analysis.

**Article 116. Official Communication**

The digital platform selected by the Association shall serve as the primary and official channel for all communications, including:

- Assembly notices
- Circulars
- Payment reminders
- Ballots,
- Voting results
- Meeting minutes.

All communications published through the official website ([www.chulavistanorte.com.mx](http://www.chulavistanorte.com.mx)) or any digital platform designated by the BoD or Committee shall be considered valid and legally effective as of the date of posting.

The platform shall issue automated notifications to the email address registered by the Member, and optionally to their WhatsApp number if provided.

Members are responsible for keeping their contact information—email address and mobile phone number—up to date in the system to ensure receipt of notifications.

Written correspondence delivered in person or by mail to the Administration Office may be scanned and uploaded into the platform to maintain a complete and traceable digital archive.

A communication shall be deemed legally delivered once it is marked as “read” in the platform system or formally acknowledged in writing by the Member.

For those Members who do not have internet access, the Association shall continue using the physical delivery methods established in Article 13 of these Bylaws and Internal Regulations.

**Article 117. Platform Flexibility and Updates**

If the Association decides to replace its current digital platform, all provisions of this Chapter shall continue to apply to the new system, provided it offers functionality and security equal to or greater than the existing platform.



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- The BoD may approve improvements, additional modules, or integrations with third-party systems (e.g., billing, access control), subject to an operational impact and budgetary feasibility assessment.
- Any major update or system change must be communicated to all Members at least fifteen (15) business days in advance and must not interrupt or impair the proper functioning of essential platform features.

**Article 118. Data Privacy and Members' Rights**

The Association and its authorized digital platform shall collect, store, and process the personal and transactional data of Members strictly in accordance with the provisions of the Federal Law on Protection of Personal Data Held by Private Parties and other applicable regulations.

1. **Scope of Data Collected:** The platform may process the following categories of data:
  - Identification Data: Full name, address, official identification numbers (e.g., RFC, CURP);
  - Contact Data: Email address, telephone and mobile numbers.
  - Financial Data: Bank or card information and payment history.
  - Service-Related Data: Requests, reports, timestamps, digital records, and resolution logs.
2. **Purpose of Processing:** The data shall be used exclusively for:
  - Fee and payment administration.
  - Service request and incident management.
  - Official notices and communication.
  - Compliance with accounting, administrative, and legal obligations.
3. **Security Measures:** The platform must ensure data protection through:
  - Encryption of data in transit and at rest.
  - Role-based access control.
  - Periodic security audits.
  - Backup systems and disaster-recovery protocols.
  - Restricted access by authorized personnel only.
4. **Members' Rights (ARCO):** Each Member has the right to:
  - Access their personal data at any time via the platform.
  - Rectify inaccurate or outdated information within ten (10) business days of request;
  - Cancel or Delete non-essential personal data ("right to be forgotten") within thirty (30) calendar days, subject to legal retention obligations.
  - Object or Restrict the use of their data for purposes other than those listed in section 2.



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Requests may be submitted directly through the platform or in writing to the Association's designated Data Protection Officer.

5. **Data Breach Notification:** In the event of a security breach or unauthorized access to personal data, the Administration shall notify the affected member within seventy-two (72) hours, clearly stating:
  - o The nature and scope of the incident.
  - o The corrective actions taken.
  - o The measures adopted to prevent future occurrences.
6. **Confidentiality Commitment:** The Association shall adopt and maintain all technical, administrative, and physical security measures necessary to ensure the confidentiality, integrity, and availability of personal data collected from Members.

**Article 119. Regulatory Compliance**

The Association shall comply fully with the **Ley Federal de Protección de Datos Personales en Posesión de los Particulares** (National Institute for Transparency, Access to Information, and Protection of Personal Data "INAI") and its Regulations.

**The Administration will:**

- Maintain a publicly available privacy notice outlining data-processing practices.
- Register with the National Transparency Platform when required.
- Train all personnel on data-protection obligations.
- Establish internal protocols for handling Data Subject Requests (access, rectification, cancellation and opposition).

Any transfer of personal data to third-party service providers (e.g., IT support, accounting firms) shall be governed by binding confidentiality agreements and shall respect the strictest security and privacy standards mandated by law.

**CHAPTER 14 – TRANSPARENCY AND COMMUNICATION**

**Article 120. Transparency**

The Association shall promote a culture of openness, accountability, and institutional trust by ensuring that all relevant information is made accessible to all Members. Information shall



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be communicated using clear and concise language, free from technical jargon, to prevent ambiguity, confusion, or the concealment of decisions, actions, or financial data.

Transparency implies that the outcomes of meetings, budget approvals, and audit findings are subject to public oversight, and that all Members are granted equal access to such information to remain fully informed.

1. The Association shall adopt and enforce internal transparency policies, aligned with the Law on Transparency and Access to Public Information of the State of Jalisco, to regulate access to internal public information.
2. The following documents and information shall be made publicly available, in a clear and timely manner, through the Association's official communication channels:
  - a) Minutes of General Assemblies and BoD meetings;
  - b) Monthly and annual financial statements, including the approved annual budget.
  - c) Contracts, agreements, and other binding instruments entered into by the Association.
  - d) Internal audit reports, as well as reports issued by committees or commissions.
3. While Spanish is the official legal language in Mexico, the Association shall make reasonable efforts to translate all relevant information into English, particularly when it relates to General Assemblies or BoD meetings in which foreign residents participate, to promote inclusion and equal understanding among all Members.

**Article 121 – Type of Disseminated Information**

**Decisions of the General Assemblies:** Minutes and resolutions resulting from General Assemblies—including approved budgets, audit findings, regular and special assessments, as well as fines, construction deposits, and Association service fees, among others—shall be published within forty-five (45) calendar days following the date of the Assembly. In the event the minutes are formalized before a notary public, they shall be published no later than sixty (60) calendar days from the date of the Assembly.

**Minutes of BoD Meetings:** Summaries of the BoD monthly meetings—including ongoing projects, financial status, and proposals under review—shall be published in a timely manner after approval in the Members-Only section of the Association's official website: [www.chulavistanorte.com.mx](http://www.chulavistanorte.com.mx).



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**Financial Reports:** Monthly financial statements shall be published on the Association's website as part of the BoD meeting minutes. Annual financial statements, annual budget proposals, and reports on the status of the reserve fund shall be made available in electronic format at least ten (10) calendar days prior to the corresponding General Assembly and shall also remain permanently published on the Association's official communication channels.

**Performance Dashboards:** Key performance indicators—such as response times to service requests, progress on maintenance projects, and delinquency rates—shall be visible through the digital dashboard of the technology platform selected by the Association.

**Article 122 – Official Communication Channels**

The official communication channels between the Association and its Members shall be those expressly established in this Article. Any communication, notice, or document issued through these channels shall be deemed valid and binding, provided it complies with the delivery methods specified herein.

**General Assemblies:** Notices, agendas, minutes, and supporting documents related to General Assemblies shall be delivered through the following channels:

- The Members-Only section of the Association's official website.
- The Association's official email distribution lists;
- The designated mobile application or digital platform (e.g., Neivor or equivalent).

**Digital Platforms:** All circulars, community alerts, and voting polls shall be distributed via the communication module of the selected property-management platform. Delivery shall be considered legally effective once the message is registered as "read" within the system.

**Alternative Channels:** For Members who expressly request non-digital means of communication, printed notices may be sent by regular mail or hand-delivered to the street address of the corresponding lot. However, a scanned version of the notice must also be uploaded to the Association's digital archive to ensure transparency and traceability.

**Instant Messaging Groups:** Subject to applicable data privacy safeguards, moderated WhatsApp groups or similar messaging platforms may be used for informal updates and community engagement. However, no official decisions, notices, or votes shall be issued or conducted exclusively through these channels.



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**Article 123. Feedback and Information Requests**

Members may submit questions, comments or reports through the official platform's "Communication" module or via written correspondence to the Administration Office.

All submissions shall receive an acknowledgment within seventy-two (72) hours and a substantive response within ten (10) business days.

A searchable archive of inquiries and responses shall be maintained to ensure follow-up and prevent duplication.

**CHAPTER 15 – SANCTIONS AND PROCEDURES**

**Article 124. Scope of Sanctions**

Any Member who violates the provisions of these Bylaws shall be subject to sanctions proportionate to the nature, severity, and recurrence of the infraction. Such sanctions may include monetary fines, suspension of rights or privileges, temporary service restrictions, enforcement through lien rights, judicial action, or exclusion from the Association, all in accordance with applicable federal, state (Jalisco), and municipal (Chapala) laws.

1. The sanctions set forth in these Bylaws and Internal Regulations are intended to preserve order, remedy damages, and deter conduct contrary to the collective interest of the Community.
2. Sanctions may be imposed not only on Members but also on residents, tenants, guests, service providers, or any individual who violates these Bylaws or the internal regulations established by the Association.
3. Exclusion from the Association may only occur for causes established in these Bylaws and Internal Regulations (including repeated or serious violations of obligations under Article 12, non-payment of dues persisting after enforcement procedures, or conduct that undermines the Association's purpose), by resolution of the General Assembly, in which the Member must be heard.

**Article 125. Monetary Fines**

Infractions shall be penalized with the fines outlined the current **Annex B**, in accordance with their severity (minor, moderate or serious). The Schedule shall be reviewed and, where



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applicable, adjusted annually by the General Assembly held in November every year, taking effect on January 1 of the following year.

**Article 126. Enforcement Procedure**

**Notice of Violation:** The Administration shall issue written notice of Violation to the Member alleged to be in non-compliance with the Bylaws and the Internal Regulations, delivered through the Association's digital platform, the Member's registered email, in writing at the offender's registered address, or via certified mail. The notice shall detail the infringing conduct, the proposed sanction, and the applicable legal basis.

**Opportunity to Cure:** In the case of infractions not classified as serious or very serious, the Member shall have a period of fifteen (15) calendar days from receipt of the notice to remedy the infraction before the fines and/or sanctions take effect.

**Imposition of Sanctions:** If the Member fails to cure the infraction or to submit a formal objection, the BoD may impose the corresponding sanction in writing, specifying the right to appeal in accordance with the provisions of Article 133 of these Bylaws and Internal Regulations.

**Record-Keeping:** All notices, responses, and records related to the imposition of sanctions shall be archived by the Administration for audit and legal compliance purposes.

**Article 127. Lien Rights and Judicial Collection**

**Legal Basis:**

This provision is grounded in the rights and powers granted to recognized neighborhood associations under the *Reglamento Municipal para la Participación Ciudadana y Vecinal del Municipio de Chapala*, as well as in the applicable provisions of the **Civil Code of the State of Jalisco** and **General Civil Law** on the enforcement of obligations.

**Lien Rights:**

Any unpaid maintenance assessments, fines, or service-related costs that remain delinquent for more than sixty (60) calendar days may give rise to a statutory lien ("*privilege*") against the corresponding lot. This lien shall be registered with the **Public Registry of Property** and shall have preference over unsecured creditors but shall remain subordinate to fiscal and labor claims.



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**Legal Basis in Chapala, Jalisco**

Under the **Civil Code of the State of Jalisco** and the **Law of the Public Registry of Property**, statutory liens may be imposed and registered on real property to secure unpaid obligations. In the **Municipality of Chapala**, recognized neighborhood associations are legally entitled to collect mandatory fees and, upon approval by the General Assembly and proper municipal recognition, may pursue the registration of liens in the Public Registry of Property. Such liens are enforceable against delinquent lots, subject to the legal priority of fiscal and labor claims.

**Extrajudicial Demand:**

Before initiating court action, the Administration shall issue a formal payment demand to the Member, granting a final deadline of fifteen (15) calendar days for payment.

**Judicial Enforcement:**

If the demand is ignored, the Association may initiate judicial collection and foreclosure proceedings before the competent civil courts of the State of Jalisco. Upon favorable judgment, the Association may request the public auction of the lot under the applicable civil procedure code.

**Municipal Support:**

When applicable and in accordance with municipal regulations, the Association may request support from the **Municipality of Chapala** to facilitate collection or enforcement actions under citizen participation and neighborhood governance schemes.

**Article 128 – Sanctions for Delinquency**

To preserve the financial sustainability of the Association and ensure fairness among all contributing Members, the following measures shall apply to delinquent accounts. These sanctions are intended to promote timely compliance with financial obligations and provide the Association with effective mechanisms for enforcement.

**Suspension of Non-Essential Privileges:** If an account remains delinquent for more than thirty (30) calendar days, the Administration may suspend non-essential services, including access to common areas, reservation of community spaces, and use of electronic access tags, until the full payment of principal, interest, and applicable fines is received. Essential services (e.g., water supply, emergency security) shall not be suspended, but unpaid charges for such services shall continue to accrue interest and administrative fees.



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**Interest on Arrears:** Delinquent balances shall accrue interest at a monthly rate of **5% (compounded monthly)**, beginning the day following the payment due date, as approved by the General Assembly and published in the applicable policies.

**Cost Recovery:** All reasonable and documented administrative, legal, and registration-related costs incurred by the Association in connection with the collection of delinquent amounts shall be charged to the responsible Member.

**CHAPTER 16 – COMMITTEE OF HONOR AND JUSTICE**

**Article 129. Establishment and Purpose**

The Association shall establish a Committee of Honor and Justice (“the Committee”) to guarantee impartial review of alleged violations, uphold due-process rights, and advise on disciplinary measures. The Committee acts as an independent body, separate from the BoD, ensuring fairness and transparency in sanctioning proceedings.

**Article 130 – Composition and Eligibility**

To guarantee impartiality, representativeness, and institutional integrity in the handling of internal matters, the Committee could be composed of qualified residents who will be invited to sit on the Committee.

- **Composition:** The Committee of Honor and Justice shall consist of a minimum of three (3) members and up to five (5) members.
- **Eligibility:** Only Members of the Association in *good standing* (up to date with their fees and not subject to sanctions) may be invited to serve on the Committee.
- **Appointment:** Members of the Committee shall be appointed by the General Assembly, upon proposal of the BoD.
- **Reporting:** The Committee shall report directly to the BoD, and its role shall be strictly advisory and disciplinary within the scope established in these Bylaws and Internal Regulations.



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- **Limitations of Authority:** The Committee shall not have authority superior to or independent from the BoD. Its recommendations shall only become binding when ratified by the BoD
- **Vacancy or Absence:** In the event that the Committee cannot be formed or remains vacant due to lack of willing members, the BoD shall assume its functions temporarily until the General Assembly appoints new members.

**Article 131. Term in office**

The Committee members shall remain in office for the time strictly necessary to address the matters entrusted to them, in accordance with the nature of each procedure.

**Article 132. Quorum, Decision-Making, and Recusal**

In order to guarantee the validity, transparency, and impartiality of deliberative processes within the Association, the following provisions shall govern the minimum quorum required, the rules for adopting resolutions, and the mandatory recusal of members facing a conflict of interest.

- **Quorum:** Three (3) members constitute a quorum.
- **Decisions:** Adopted by a simple majority of those present. In case of tie, the matter is referred to the BoD for final decision.
- **Recusal:** Any member with a conflict of interest in each case must recuse themselves. The Assembly shall fill the vacancy with an alternate—previously elected at large—for the duration of that proceeding.

**Article 133. Duties and Procedures**

To uphold community standards, enforce the Bylaws and the Internal Regulations, and promote orderly coexistence, the designated body shall carry out the following duties and follow the procedures outlined below when addressing complaints, disputes, or violations affecting the Association.

- **Review of Notices:** Upon receipt of a Notice of Violation (Article 126, the Committee shall schedule a hearing within fifteen (15) calendar days.
- **Hearing:** The member alleged to be in non-compliance with the Bylaws and the Internal Regulations has the right to present evidence, call witnesses and be assisted by counsel. All proceedings shall be recorded in writing.



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- **Recommendation:** Within ten (10) business days after the hearing, the Committee issues a written recommendation to the BoD, specifying:
  - a. Findings of fact;
  - b. Applicable Chapter and Article breached;
  - c. Recommended sanction, corrective measure and/ or fine or sanction withdrawn.
  
- **Confidentiality:** All Committee deliberations, evidence and identities of parties remain strictly confidential, disclosed only to the BoD and legal counsel as necessary.

**Article 134. Reporting and Recordkeeping**

To promote institutional transparency, accountability, and compliance with applicable legal standards, the Committee shall adhere to the following reporting obligations and recordkeeping procedures in the performance of its duties.

**The Committee shall submit a report to the General Assembly summarizing:**

- a. Number and nature of cases reviewed.
- b. Sanctions recommended and their outcomes.
- c. Any procedural improvements proposed.

All records—hearing notices, transcripts, recommendations—shall be archived for a minimum of 5 (five) years in compliance with federal and state record-retention laws.

**CHAPTER 17 – DISPUTE RESOLUTION**

**Article 135. Scope and Principles**

All disputes arising under these Bylaws—including objections to Notices of Violation, fee assessments or service-request outcomes—shall be resolved first by means of amicable, alternative mechanisms in accordance with the following principles: confidentiality, voluntariness, impartiality and procedural economy.

**Article 136. Mediation and Conciliation**

In accordance with federal, state, and municipal law, the Association promotes Alternative Dispute Resolution (ADR) mechanisms—such as mediation and conciliation—as efficient,



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impartial, and non-adversarial tools to resolve internal disputes among Members or between Members and the Administration.

**The following provisions govern their use:**

- **General Principle:** The Association recognizes mediation and conciliation as effective means to preserve community harmony and avoid unnecessary litigation, in line with federal and state policies favoring alternative conflict resolution.
- **Federal Framework:** The General Law on Alternative Dispute Resolution Mechanisms provides national regulation governing ADR procedures, through certified public and private centers.
- **State Framework:** For disputes within the community, the *Ley de Justicia Alternativa del Estado de Jalisco* shall apply, enabling parties to use public or certified private centers authorized by the State Judicial Branch.
- **Municipal Access:** Members may also request free mediation or conciliation services from the *Municipal Conciliation Center of Chapala*, subject to its internal rules as provided by local ordinance.

**Procedure:**

- Either party may initiate mediation or conciliation by submitting a standardized request to the chosen ADR center or via the Association's digital platform.
- A mediator or facilitator under state or federal law shall conduct the sessions, guarantee confidentiality, and document any settlement in writing.
- The Final Settlement Agreement (Convenio Final), once signed by the parties and the mediator, shall constitute a binding executive instrument enforceable under these Bylaws and applicable law.

### **Article 137. Arbitration**

Arbitration is hereby established as a **binding and final alternative dispute resolution mechanism** available to Members and the Association under applicable Mexican civil law.

- **Arbitration Commitment Clause:** All disputes not resolved through mediation shall be submitted to binding arbitration. The arbitration process shall begin with a **mandatory first stage of mediation** before a mediator certified by the **Instituto de Justicia Alternativa del Estado de Jalisco (IJA)**. If one of the parties does not speak Spanish, the mediator must be **bilingual**.
- **Agreement to Arbitrate:** Members may agree in writing—either at the inception of their legal relationship with the Association or once a dispute arises—to submit the



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matter to arbitration in accordance with Title Fourth, Chapter I of the Federal Civil Code (Articles 1439–1500).

- **Constitutional Basis:** Arbitration is a constitutionally protected right under **Article 17 of the Political Constitution of the United Mexican States**.
- **Rules and Arbitration Panel:** Arbitration shall be administered by an accredited arbitration center in Jalisco or Mexico City, under its rules of procedure and ethics, with a tribunal composed of one (1) or three (3) arbitrators, as agreed by the parties.
- **Arbitral Award:** The arbitral award shall be issued within the agreed timeframe, not exceeding six (6) months from the constitution of the tribunal, and once rendered, shall be **final, binding, and enforceable as a judicial judgment**.

**Article 138. – Judicial Recourse**

This Article sets forth the conditions under which Members or the Association may pursue legal action before the courts and establishes the statute of limitations for certain administrative and financial claims.

- **Prior Exhaustion of Alternative Dispute Resolution (ADR):** No Member may bring a dispute before the civil courts without first attempting mediation, conciliation, or arbitration, as applicable, except in cases requiring urgent injunctive relief.
- **Jurisdiction and Venue:** Once ADR mechanisms have been exhausted or failed, either party may initiate proceedings before the competent civil courts of the Judicial District of Chapala, State of Jalisco.
- **Statute of Limitations:** Actions to enforce administrative sanctions or to collect past-due amounts must be filed within one (1) year from the date the sanction became final or the payment became due. This limitation period is established by the applicable civil and administrative legislation.

**Article 139. Allocation of Costs and Legal Fees in Dispute Resolution**

The financial responsibilities of the parties involved in mediation, conciliation, arbitration, or judicial proceedings shall be as follows:

- **Mediation and Conciliation Costs:** Unless otherwise agreed, the costs of mediation or conciliation (mediator’s fees, meeting facilities, etc.) shall be borne equally by the parties. Public mediation centers may provide subsidized or free services, in accordance with applicable regulations.



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- **Arbitration Costs:** The costs of arbitration shall be allocated as agreed in the arbitration clause or agreement. If no agreement exists, the arbitral tribunal shall allocate costs equitably in its final award, considering the circumstances of the case.
- **Recovery of Legal Fees:** The prevailing party in mediation, arbitration, or judicial proceedings may recover reasonable legal fees and attorney's costs, provided such recovery is expressly stated in the final agreement, arbitral award, or court judgment.

**Article 140. Enforcement of Agreements and Awards**

The enforcement of mediated settlement agreements and arbitral awards shall be governed as follows:

- **Administrative Enforcement:** A Final Settlement Agreement or arbitral award may be submitted to **the BoD** and recorded in the Association's files. The Administration shall take all necessary measures to enforce its terms, including suspension of services, imposition of penalties, or registration of liens, as authorized under these Bylaws.
- **Judicial Enforcement:** If a party fails to comply voluntarily, the agreement or arbitral award shall be ratified or recognized by a competent civil court in the State of Jalisco, thereby becoming an enforceable judicial order authorizing execution measure such as seizure, garnishment, or judicial auction.

**Legal Framework Supporting this Chapter:**

- **Federal Level:**
  - General Law on Alternative Dispute Resolution Mechanisms (LGMASC) – applicable to mediated settlement agreements.
  - Commercial Code, Articles 1415–1463 – applicable to arbitral awards and their enforcement.
- **State Level:**
  - Ley de Justicia Alternativa del Estado de Jalisco – governs mediation and conciliation and grants binding legal force to settlement agreements.
- **Municipal Level:**
  - Municipal ordinances of Chapala – regulate the operation of the local Public Center for Conciliation and Mediation.

**CHAPTER 18 – FINAL PROVISIONS**

**Article 141. Entry into Force**



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**These Bylaws and Internal Regulations shall enter into force on January 1, 2026**, upon approval by the General Assembly Public, protocolization before a Notary and official publication through the Association's communication channels, in both Spanish and English.

**Article 142. Publication and Availability**

The official means by which the Association ensures that these Bylaws, Internal Regulations and their Annexes are accessible to all Members shall be governed by this provision. Proper publication shall constitute legal notice to all members of the Association.

**A certified copy of these Bylaws and Internal Regulations, including all Annexes, shall be:**

- a. Posted on the Association's official website or designated digital platform.
- b. Made available in printed form at the Administration Office during regular business hours.
- c. Delivered electronically to each Member's registered email address.

The failure of a Member to receive or review the digital copy shall not exempt them from compliance, provided the Bylaws and Internal Regulations have been duly published through any of the channels listed above.

**Article 143. Amendments and Modifications to the Internal Regulations**

The procedures and voting requirements for modifying these Bylaws and Internal Regulations, whether through amendments, additions, or full reforms, shall be governed by this provision. Such procedures ensure transparency, member participation, and legal alignment with the Association's governing documents.

Any amendment, reform, or addition to these Bylaws and Internal Regulations must be approved by the General Assembly, in accordance with the procedures set forth in Article 15 and the Association's constitutive deed.

Substantive reforms, including changes that affect Members' rights or obligations, restructuring of entire chapters, adjustments to fees or the disciplinary system, or the introduction of new regulatory sections, must be approved by the General Assembly, with a qualified majority of at least two-thirds (2/3) of the votes of the Members present.



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Minor amendments—involving editorial improvements, updated legal references, style corrections, or technical adjustments that do not alter the substantive content—may be approved by the General Assembly, by simple majority vote, provided this scope is clearly specified in the agenda and approved in session.

Any proposed amendment must be submitted in writing to the BoD at least thirty (30) calendar days prior to the Assembly, which is to be discussed and voted upon.

Approved amendments shall take effect the day following their publication through the Association's official communication channels, unless a different effective date is explicitly set by the General Assembly.

**Article 144. Interpretation**

The rules governing the interpretation of these Bylaws and Internal Regulations in cases of ambiguity or conflict, as well as the legal authority of the Spanish version over any translation, shall be established by this provision.

These Bylaws and Internal Regulations shall be interpreted in a manner that best upholds their stated purpose: to promote community coexistence, safety, and order.

Questions of interpretation shall be resolved by the BoD, which may seek the non-binding opinion of the Legal Committee.

The official language of these Bylaws and Internal Regulations is Spanish. Any translation, including into English, is provided for informational or courtesy purposes only. In case of conflict between the Spanish text and any translation, the Spanish version shall prevail in all cases.

**Article 145. Severability**

If any provision of these Bylaws and Internal Regulations is declared invalid, illegal, or unenforceable by a competent court or authority, such provision shall be interpreted, limited, or modified only to the extent necessary to make it valid and enforceable, and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

**Article 146. Governing Law**

These Bylaws, Internal Regulations and all related matters shall be governed, interpreted, and enforced in accordance with the following laws and regulations:



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- Articles 172 to 189 of the **Civil Code of the State of Jalisco**, which regulate associations.
- Supplementary provisions from the *Federal Civil Code* (Title XI – Associations);
- *The Reglamento de Participación Ciudadana y Vecinal del Municipio de Chapala*, which governs the legal recognition and operation of neighborhood associations;
- The **Reglamento de Desarrollo Urbano y Ordenamiento del Territorio del Municipio de Chapala**, concerning land use, construction, and environmental impact in residential developments.
- Any other municipal, state, or federal law or regulation that may be applicable to neighborhood associations, their assets, and their members' obligations.

**Article 147. Conflicts with Prior Regulations**

The legal precedence of these Bylaws and Internal Regulations over any prior rule, policy, or internal agreement of the Association that may contradict or undermine their provisions shall be established by this provision.

From the effective date of these Bylaws and Internal Regulations, any prior regulations, internal policies, decisions, or resolutions issued by the Association or its governing bodies that are inconsistent with the provisions herein shall be deemed repealed or without legal effect, but only to the extent of such inconsistency.

**Article 148. Safeguard and Emergency Provisions**

Transitional protections for Members with valid prior authorizations at the time these Bylaws and Internal Regulations enter into force, as well as the authority of the BoD to adopt exceptional measures in cases of emergency or force majeure, shall be governed by this provision. Both mechanisms are intended to ensure legal continuity, orderly transition, and community protection.

**Rights Under Existing Authorizations:**

Members who, at the time these Bylaws and Internal Regulations take effect, hold valid permits, licenses, or authorizations (including short-term rental registrations), may continue operating under the terms and conditions of such permits until their natural expiration date. Upon expiration, all renewals shall be subject to full compliance with these Bylaws, Internal Regulations and any applicable requirements in force at that time.



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**Emergency Powers of the Board:**

In the event of a natural disaster, public emergency, or extraordinary situation, the BoD may issue temporary rules, guidelines, or operational measures to safeguard the community and ensure the continuity of essential services. Any such measures shall be submitted for ratification at the next General Assembly and shall remain in force only for the time strictly necessary.

**Article 149 Dissolution**

The Association shall be dissolved, in addition to the causes set forth in the constitutive deed, in the following cases:

- I. By consent of the General Assembly.
- II. Upon expiration of its term or upon achievement of its purpose.
- III. Upon becoming incapable of achieving its purpose; and
- IV. By resolution issued by a competent authority.

In case of dissolution, the Association's assets shall be applied as determined by the constitutive deed, or, in their absence, by resolution of the General Assembly.

**Article 150. Closing Clause**

With the enactment of this Article, the Bylaws and Internal Regulations of the Association are formally concluded and adopted in their entirety. All provisions, chapters, articles and annexes contained herein shall constitute the complete and binding regulatory framework of the Association, superseding any prior versions.

*These Bylaws and Internal Regulations were drafted by a Committee appointed by the Board of Directors in its meeting of April 28, 2025, composed of Mr. Sergio O'Farrill González and Mr. Neil Duncan Blanche; with the collaboration, in construction matters, of Mr. Juan Gerardo Allera Mercadillo and Ms. Nohra Rodríguez Parada; and with the participation of legal counsel, who reviewed and validated the applicable legal foundations. For their preparation, the Bylaws of the Valle Real Subdivision, A.C., located in Zapopan, Jalisco, and the Bylaws of Colonos Vista del Lago, A.C., were consulted and taken as reference, with the purpose of ensuring that this document reflects in a balanced manner the interests of both national and foreign residents of Chula Vista Norte Subdivision.*



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**ANNEX A**

**2026 INCOME AND EXPENDITURE BUDGET, ORDINARY  
FEES, EXTRAORDINARY FEE AND CONTINGENCY  
RESERVE FUND**

This Annex “A” forms an integral part of the **Bylaws and Internal Regulations** of the **Chula Vista Norte Subdivision Neighborhood Association, A.C.**, and is issued in compliance with the provisions of **Articles 36, 37, 38, 39, and 40**, which establish the authority of the **Ordinary General Assembly** to approve the **Ordinary Fees, Extraordinary Fees, and the Contingency Reserve Fund**, to be contributed by the Members for the **2026 fiscal year**, ensuring the financial resources necessary to preserve community services, maintain common assets, support administrative management, and promote the orderly development and well-being of the Subdivision.

**I. 2026 Income and Expenditure Budget Approved by the Assembly**

In accordance with the resolutions adopted by the **Ordinary General Assembly** held on **November 29, 2025**, and once the new **2026 Bylaws and Internal Regulations** were ratified under **item 10 of the Agenda**, the **Income and Expenditure Budget for the 2026 Fiscal Year** was approved under **item 11**, establishing the following overall amounts:

**General Comparison 2025–2026**

<b>Concept</b>	<b>Fiscal Year 2025 (Projected Year-End)</b>	<b>Budget 2026</b>	<b>Variation</b>
<b>Total Income</b>	\$4,445,000 MXN	\$5,066,000 MXN	+13.97%
<b>Total Expenditures</b>	\$4,393,000 MXN	\$5,066,000 MXN	+15.31%
<b>Estimated Result for the Year</b>	\$57,000 MXN (surplus)	\$0 MXN (projected balance)	—
<b>Contingency Reserve Fund</b>	\$870,442 MXN	\$870,442 MXN (no increase)	—

The **2026 Budget** was prepared based on the 2025 financial results and the operational needs identified for the coming year. It incorporates the necessary adjustments in



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services, security, and maintenance, and projects a **13.97% increase in total income** through the updating of ordinary fees.

**Therefore, the amounts are established as follows:**

- **Total income approved for fiscal year 2026:** \$5'066,000.00 MXN
- **Total expenditures approved for fiscal year 2026:** \$5'066,000.00 MXN
- **Approved extraordinary fees:** No extraordinary fees were approved for the 2026 fiscal year.
- **Current Contingency Reserve Fund:** \$870,442.00 MXN (no increase for the 2026 fiscal year).

In accordance with Article 36 of the Bylaws and Internal Regulations, the attached detailed budget approved by the Assembly is considered an **integral part of this Annex "A"** for purposes of reference, interpretation, and budgetary execution.

**Budget Rationale**

The proposed budget reflects the Association's effort to maintain an **equilibrated and self-sustaining operation**, without resorting to extraordinary fees or increasing the Contingency Reserve Fund.

The main factors justifying the increase are as follows:

1. **Update of ordinary fees** (approximately **20%**) to offset inflation and cover the rising costs of security, administration, maintenance, and infrastructure.
2. **Inclusion of night guard services and vehicle maintenance**, with a total allocation of **\$400,000 pesos** for 2026.
3. **Sustaining essential services**, such as water, gardening, cleaning, public lighting, and administration, at levels consistent with the quality standards of the subdivision.
4. **Prudent financial planning**, maintaining a projected operational balance to serve as a buffer and ensure a healthy cash flow throughout the fiscal year.

Additionally, the budget considers the existence of **unallocated funds** carried forward from previous fiscal years (approximately **\$600,000 pesos**), which remain available in the Association's bank account. These funds may be used, with prior Board approval, for **future improvements to the water distribution system** or other **infrastructure projects** defined during 2026.



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**General Structure of Income and Expenditures 2026**

**Projected Income: \$5,066,000 MXN**

- **Homeowners' Ordinary Fees:** \$4,200,000
- **Vacant Lot Fees:** \$240,000
- **Past-Due Fees Collected:** \$331,000
- **Security Deposits:** \$25,000
- **Interest Income:** \$240,000
- **Fiber Optic Income:** \$30,000

**Projected Expenditures: \$5,066,000 MXN**

<b>Category</b>	<b>Estimated 2026 Amount</b>	<b>% of Total</b>
<b>Employee Expenses</b>	\$1,455,000	28.72%
<b>Operating Expenses</b>	\$2,522,500	49.79%
<b>Maintenance Expenses</b>	\$1,088,500	21.49%
<b>Total Expenditures 2026</b>	<b>\$5,066,000 MXN</b>	<b>100.00%</b>

**II. Ordinary Fees for 2026**

Pursuant to **Article 37 of the Bylaws and Internal Regulations**, the BoD submitted to the **Ordinary General Assembly of November 29, 2025, for approval**, the following Ordinary Fee values, formulas, and proration criteria:

**1. Values Approved by the General Assembly**

- Annual base fee for built homes: MXN \$19,653.55.00
- Annual base fee for vacant lots: MXN \$4,913.39
- Annual rate per square meter of land: MXN \$12.282 /m<sup>2</sup>

**2. Applicable Formulas**

**a) For built homes:**

Annual Fee = \$19,653.55 + (lot area in m<sup>2</sup> × \$12.282)



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**b) For vacant lots:**

Annual Fee = \$4,913.39 + (lot area in m<sup>2</sup> × 12.282)

**(Equivalent to twenty-five percent (25%) of the base fee for homes).**

**3. Calculation Method and Monthly Proration**

The annual fee calculated according to the above formulas shall be divided by **twelve (12)** to determine the **monthly fee** applicable to each Member. Individual notifications shall be issued to each Member, including the corresponding breakdown.

**III. Extraordinary Fees**

Pursuant to Article 39 of the Bylaws and Internal Regulations the **General Assembly held on November 29, 2025, no extraordinary fees were submitted for approval.**

**IV. Contingency Reserve Fund**

In accordance with **Article 40** of the Bylaws and Internal Regulations, the Association shall maintain a **minimum Contingency Reserve Fund** equivalent to **two (2) months of the Subdivision's annual budget.**

For the 2026 fiscal year, the **current fund amounts to \$859,550.43 MXN, and no increase was approved,** as its current amount was deemed sufficient.

**V. Effective Date**

The rates and fees established in this **Annex "A"** shall enter into effect on **January 1, 2026, once notarized and officially recorded,** and shall remain in effect until modified by resolution of the **General Assembly** to be held in November of the same year, with such modifications taking effect in the following fiscal year.

In the event that no modifications are approved in said Assembly, or that the Assembly is not held, the current rates shall remain in force indefinitely until modified by resolution of the General Assembly

Nevertheless, such **current** rates shall be **automatically adjusted each January** by a percentage equivalent to the accumulated inflation of the preceding twelve (12) months, in accordance with the **National Consumer Price Index (INPC)** published by the **Bank of Mexico** or by the **National Institute of Statistics and Geography (INEGI).**



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**ANNEX B**

**SCHEDULE OF ECONOMIC SANCTIONS 2026**

This **Annex B** forms an integral part of the **Bylaws** and Internal Regulations of the **Homeowners' Association of the Chula Vista Norte Subdivision, A.C.**, and is issued pursuant to Chapter Fifteen: Sanctions and Procedures, specifically **Articles 125 to 130**, which authorize the **BoD** to impose economic sanctions proportional to the seriousness of infractions, based on criteria of equity, recidivism, and damage repair.

The purpose of this Schedule is to establish reference amounts to sanction conduct contrary to the provisions of the **Bylaws and Internal Regulations**, committed by Members, residents, visitors, or third parties under their responsibility, to preserve order, safety, harmonious coexistence, and maintenance of the common property of the Subdivision. The following **Economic Sanctions correspond to the 2026 fiscal year**, approved at the **General Assembly held on November 29<sup>th</sup> 2025**:

**I. Minor Offenses – Up to MXN \$800**

Before imposing fines immediately, one (1) violation notification will be sent. If no response and no corrective action is taken within fifteen (15) days, fines will be applied.

**Actions that cause minor inconvenience or affect basic rules of coexistence:**

- Disposing of garbage outside permitted hours.
- Failing to pick up pet waste.
- Generating low-level noise outside permitted hours.
- Improper parking without obstructing others.
- Failure to keep the sidewalk or street in front of the property clean.
- Falsehood or omission in information required by the Administration.
- Operating an unregistered short-term rental or allowing prohibited guest conduct.
- Failure to follow mandatory landscaping and vacant lot maintenance.

**II Moderate Offenses – MXN \$800 to MXN \$3,000**

Before imposing fines immediately, one (1) violation notification will be sent. If no response and no corrective action is taken within seven (7) days, fines will be applied



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**Actions that affect order, the environment, or the operational functioning of the Subdivision:**

- Recidivism in minor offenses (2nd or 3rd time in the year).
- Construction and remodeling violations that are worker-related, construction control-related, misuse of common areas or neighbours property and dumping of debris within the Subdivision.
- Renting the property without prior registration with the Administration.
- Performing noisy work outside authorized hours.
- Continuous dog barking and or bird noise/vocalization as described in Article 54.
- Disposing of rubble, furniture, or bulky waste in common areas.
- Placing advertisements, banners, or posters without authorization.
- Obstructing security or maintenance work.
- Pruning or removing trees without an official technical opinion or permit.
- Misuse of designated community trash areas
- Parking of abandoned or heavy vehicles on streets
- Fly drones at less than 50 meters in height or within 30 meters of lateral distance from houses.

**III. Serious– Offenses MXN \$2,500 to MXN \$10,000**

No violation notification will be sent. Fines and sanctions will be applied immediately with violation rationale.

**Conduct that directly threatens infrastructure, the regulations, or personal integrity:**

- Intentional damage to infrastructure, cameras, or other common property.
- Lighting violations outlined in Article 98.
- Environmental and Responsible Resource Use violations under Article 58.
- Physical or verbal aggression against neighbors, employees, or Board members.
- Deliberate obstruction of access or easements.
- Unauthorized commercial use of the property.
- Repeated rentals without control or with a history of conflict.
- Improper manipulation of TAGs, cameras, or access systems.
- Defamation, harassment, or incitement to confrontation through digital media.
- Water being directed or diverted onto a neighbors' property
- Burning of trash, including trash of construction debris.
- Open fires, fireworks, vacant lot burning, or hazardous material storage
- Not adhering to construction guidelines, approved building plans or altering approved plans without prior approval. Doing so could also result in the suspension of work until the violation is rectified
- Prolonged or excessive noise



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**Additional Provisions**

- **Recidivism:** If the same infraction is committed more than three times within a twelve (12) month period, the applicable fine will automatically be doubled, without the need for further proceedings or right to discount.
- **Damage Repair:** Any infraction causing physical, economic, or property damage to the Subdivision must be fully repaired or covered, in addition to paying the corresponding fine.
- **Access Suspension:** In cases of serious or very serious offenses, the BoD may temporarily suspend the offender's electronic access (TAGs, QR codes, or others) until the economic sanction and, where applicable, the damage repair are fulfilled. In the case of construction or remodeling violations, these could cause the suspension of work.
- **Payment Term:** Fines must be paid within thirty (30) calendar days from notification. Failure to do so will result in a five percent (5%) monthly surcharge, accumulated on the overdue balance.
- **Early Payment Discount:** If the fine is paid within the stipulated period, a fifty percent (50%) discount will apply, except in cases of recidivism exceeding three offenses by the same offender in the same fiscal year.
- **Joint Liability:** When the offense is committed by a third party (visitor, vendor, employee, guest) and it is not possible to sanction the offender directly, the Member or resident responsible will be considered jointly liable.
- **Unlisted Offenses:** If an infraction is committed that is not expressly provided for in this Schedule, the BoD with the support of the Honor and Justice Committee when deemed necessary, may evaluate the nature of the offense, its seriousness, intent, and consequences, and impose a proportional economic sanction, applying analogy criteria with similar offenses.

**Effective Date:** The Economic Sanctions set forth in this **Annex B** shall enter into force on **January 1, 2026**, upon its notarization and registration and remain in effect until modified by resolution of the General Assembly to be held in November of the same year, with such modification taking effect in the following fiscal year.

*If no modification is approved in said Assembly, or if the Assembly is not held, the rates shall remain in force indefinitely until changed by resolution of the General Assembly. However, such rates shall be automatically adjusted each January by the percentage equivalent to the accumulated inflation of the preceding twelve (12) months, as determined by the National Consumer Price Index (INPC) published by Banco de México or the National Institute of Statistics and Geography (INEGI).*



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**ANNEX C**

**PLAN APPROVAL FEE, CONSTRUCTION DEPOSIT  
AND WORK SUPERVISION 2026**

This Annex C forms an integral part of the **Bylaws and Internal Regulations of the Homeowners' Association of the Chula Vista Norte Subdivision, A.C.**, and is issued pursuant to **Article 66**, which establishes the authority of the Association to regulate the approval of plans, the guarantee of compliance with construction obligations, and the supervision of works carried out within the Subdivision.

The purpose of this Schedule is to set forth the fees applicable to **new construction, major remodeling, and minor remodeling projects**, ensuring that all building activity is conducted in accordance with the Bylaws and Internal Regulations, that potential damage to community infrastructure is repaired, and that adequate oversight is provided to protect the safety, order, and aesthetics of the Subdivision.

The following Plan Approval Fee, Construction Deposit, and Work Supervision Fee correspond to the 2026 fiscal year, as approved at the **General Assembly held on November 29<sup>th</sup>, 2025**

**1. Plan Approval Fee**

The Plan Approval Fee shall cover the initial administrative and technical costs incurred by the Association and the TCC in reviewing, analyzing, and authorizing architectural and construction plans. Subsequent approvals of plan revisions may incur additional approval fees.

- **Scope:** The fee applies to all projects requiring plan submission and approval under **Articles 62, 63, 64, 65, 66, 67**, including new construction, major remodeling (works exceeding 50 m2), and minor remodeling (works under 50 m2) or aesthetic renovation.
- **Payment Requirement:** The fee must be paid in full before submitting plans for review. No authorization shall be issued until payment is received.
- **Purpose:** Ensures compliance with the Bylaws and Internal Regulations, urban image standards, building restrictions, and community aesthetics, as well as the filing and registration of approved plans in the Association's records.
- **Fee Amount:**
  - New construction: \$5,000 MXN per project.
  - Major remodeling: \$2,500 MXN per project.
  - Minor remodeling: \$1,000 MXN per project.



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**2. Construction deposit**

The Construction Deposit ensures compliance with the Bylaws and Internal Regulations, protects Subdivisions' infrastructure, and may be used to cover the cost of repairing any damage resulting from the construction work.

The deposit amount shall be calculated based on the type of project and the number of square meters (m<sup>2</sup>) of construction, according to the following table:

<b>Type of Work</b>	<b>Construction Deposit</b>
New Construction	\$250.00 MXN per m <sup>2</sup>
Major Remodeling (Over 50 m <sup>2</sup> )	\$150.00 MXN per m <sup>2</sup>
Minor Remodeling (Under 50 m <sup>2</sup> ) or Aesthetic Renovation	\$50.00 MXN per m <sup>2</sup>

**Requirements and Refund**

- The deposit must be paid in full before the commencement of works.
- As an alternative, the Association may accept a surety bond (“fianza”) issued by an authorized bonding company.
- If a builder has multiple projects simultaneously, the Association may allow a single consolidated guarantee for a reasonable value instead of separate deposits per lot.
- The deposit will be refunded once the project is completed, subject to verification of compliance with the Internal Regulations and satisfactory inspection of streets, sidewalks, and common areas, in accordance with the procedure set forth in Article 68.
- The refund of the full deposit shall apply exclusively to new construction projects initiated on or after January 1, 2026.

**3. Work supervision fee**

The Work Supervision Fee covers oversight and monitoring by the Administration and the TCC during the execution of the project, ensuring compliance with the Internal Regulations and the approved plans.



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The fees and payment terms are as follows:

<b>Type of Work</b>	<b>Monthly Fee</b>	<b>Payment Terms</b>
<b>New Construction</b>	\$1,500.00	Payable in advance (monthly or annually) and remains in force until the project is delivered in compliance with Article 68
<b>Major Remodeling (Over 50 m2)</b>	\$1,500.00	Same as above
<b>Minor Remodeling (Under 50 m2)</b>	No fee applicable	No applicable
<b>Aesthetic Renovation</b>	No fee applicable	No applicable

- Payment must be made in advance.
- The supervision fee continues until the project is formally closed under Article 68.
- If a builder has more than one project under supervision at the same time, the second and subsequent projects shall enjoy a 50% discount on the monthly fee.

**Effective Date**

The rates set forth in this **Annex C** shall enter into force on **January 1, 2026**, upon its notarization and registration, and shall remain in effect until modified by resolution of the General Assembly to be held in November of the same year, with such modification taking effect in the following fiscal year.

*If no modification is approved in said Assembly, or if the Assembly is not held, the rates shall remain in force indefinitely until changed by resolution of the General Assembly. However, such rates shall be automatically adjusted each January by the percentage equivalent to the accumulated inflation of the preceding twelve (12) months, as determined by the National Consumer Price Index (INPC) published by Banco de México or the National Institute of Statistics and Geography (INEGI).*