

WHEREAS, Declarant is the owner of the real property known as Genesis Mountain (the "Subdivision"), legally described on Exhibit "A" attached hereto and as depicted on the Plat Map as defined below (hereafter referred to as the "Property"), and hereby subjects the Property to the Covenants, Conditions and Restrictions (hereafter referred to as the "Declaration") set forth in this document, each and all of which is intended for the benefit of the Property and for each Owner in the Property. This Declaration shall inure to the benefit of and pass with title Property and each Lot thereof, and shall apply to all Owners and their successors in title;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
is made this 30th day of July, 2008, by Genesis Lands One ABCE, a Costar Rica Corporation. (Here after referred to as the "Declarant").

NOW TBEREFOR, Declarant having established a general plan for the improvement and development of the Property, does hereby establish this Declaration upon which and subject to which all Lots and portions of Lots within said Property shall be improved or sold, and does hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to the covenants hereinafter set forth, all of which shall run with the land and will be binding upon all successors in title of Declarants.

Article I: Definitions

Section 1. "Association" shall mean and refer to Genesis Mountain Homeowners Association, which shall be created to administer the Property subject to this Declaration and the Bylaws of the Association, and shall continue to administer said Property.

Section 2. "Bylaws" shall mean the Bylaws of the Association; as such Bylaws may be amended from time to time.

Section 3. "Common Area" and "Common Areas" shall mean and refer all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas of the Subdivision shall mean Homeowners Park No.1, as shown on the Plat Map (hereinafter defined). Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon.

Section 4. "Common Facilities" shall mean the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, berms, pipes, lines, lighting fixtures, buildings, structures and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association.

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Section 5. "Dwelling Unit" shall mean and refer to any building or portion thereof providing complete independent and permanent living facilities for one family.

Section 6. "Family" shall mean and refer to a natural person and his or her spouse, children, grandchildren, brothers, sisters, parents, or significant other.

Section 7. "Lot" shall mean and refer to any parcel of real property designated by a number or number/letter combination on the Plat Map, excluding the Common Area. When appropriate within the context of this Declaration, the term "Lot" shall also include the structure and other improvements constructed on a Lot.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Property, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation. In the event an Owner is a corporation or other entity other than a natural person, the Owner shall designate one (1) natural person. In each calendar year, who, together with his or her family, shall be the sole occupant of the Lot and any Dwelling Unit constructed on the Lot during that calendar year.

Section 9. "Plat Map" shall mean and refer to that certain Plat of Genesis Mountain recorded July 12, 2008 under the authority of the Costa Rica agency know as the I.N.V.U.

Section 10. "Property" shall mean and refer to that certain property described above and on Exhibit "A", as may be amended by annexation of future phases of the Subdivision.

Article II: Homeowner's Association

Section 1. Membership.

The Association shall be formed to provide for the maintenance, repair and construction of facilities common to all. Lot Owners including, but not limited to private roads, storm drainage, facilities and the Common Areas.

Every person or entity who is a record Owner of any Lot, including buyers under a contract for deed, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Ownership of such Lot shall be the sale qualification for membership.

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Section 2. Property Rights in Common Areas.

(a) Fee Title in Association. Declarant shall convey fee simple title to the Common Areas of the Subdivision to the Association, free of all encumbrances and liens, with the exception of current real property taxes (which shall be prorated as of the date of such conveyance) and any easements, conditions and reservations then of record, including those set forth in this Declaration. Such conveyance shall be made prior to, or concurrently with, the first transfer or conveyance by the Declarant of a Lot in the Subdivision to an Owner.

(b) Rights of Owners in Common Areas. The interest of each Lot Owner in and to the use and benefit of the Common Area and the Common Facilities of the Subdivision shall be appurtenant to the Lot owned by the Owner and shall not be sold, conveyed or otherwise transferred by the Owner separately from the ownership interest in the Lot. Any sale, transfer or conveyance of such Lot shall transfer the appurtenant right to use and enjoy the Common Area and Common Facilities subject to the terms of this Declaration.

(c) Access & Utility Easements. The Access & Utility Easements as shown on the Plat Map are private roadways for the use and benefit of the adjacent Lots. The easement rights granted herein shall be appurtenant to the Lot owned by the Owner and shall not be sold conveyed or otherwise transferred by the Owner separately from the ownership interest in the Lot. Any" sale, transfer or conveyance of such Lot shall transfer the appurtenant right to use and enjoy the Access & Utility Easements subject to the terms of this Declaration. The Owner of each Lot burdened by a portion of the Access & Utility Easements. hereby grants to the various Lot Owners immediately adjacent and along said easement area the right of ingress and egress over the Access & Utility Easement.

Maintenance of the Access & Utility Easement shall be the responsibility of the Association as described in Article IV, Section 2. Use and restrictions of the Access & Utility Easement shall be as further described in Article V, Section 21.

Section 3. Period of Declarant Control. The Association shall be controlled by Declarant until such time as Declarant has sold all Lots in the Property.

Alternatively, Declarant may turn control of the Association over to the Members at any time prior to selling all Lots if Declarant so desires. During the Period of Declarant Control, Declarant may make and record any additions or changes to this Declaration as Declarant deems desirable, including but not limited to. annexation of additional phases to the Subdivision.

Article III: Voting. All members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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Article IV: Assessments

Section 1. Creation of Personal and Lien Obligations.

The Owner of any Lot or tract by acceptance of a deed or contract for purchase of any Lot within the Property, whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to be a member of and subject to the assessments and duly enacted By-Laws and other rules of the Association. All assessments, together with interest (at a rate not to exceed the highest rate allowed by Costa Rica law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made, and the Association may file and/or record a lien against any Lot(s) for which there is a delinquency for amounts owed for assessment(s) against any Lot(s) or owed by the Owner(s) of any Lot(s). Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her successors in interest shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Section 2. Purpose of Assessments.

The assessments levied by the association shall be used exclusively for the benefit of the Association, for purposes including but not limited to the following:

- a. Road maintenance and improvement of private internal roadways & Utility Easements on the Plat Map, including erosion control, grading, graveling, maintenance of storm drainage and culverts, and general repair and upkeep.
- b. Underground utilities maintenance as required; except that individual Lot Owners shall be responsible for maintenance of underground utilities installed by them.
- c. Incidental expenses incurred by the Association such as legal fees, stationary, mailing costs, etc.
- d. Upkeep, maintenance and conservation of Common Areas, including the eradication and control of noxious and unsightly weeds. .

Section 3. Uniform Rate of Assessments.

Both annual and special assessments for all Lots shall be assessed on an annual basis. Both annual and special assessments must be a fixed uniform rate for each Lot regardless of size or use. Each Lot shall be assessed an equal, pro-rata share of any special assessment.

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Section 4. Assessments. Assessments shall be annual or special. Both the annual and the special (if any) assessments shall be fixed periodically by the Board of Directors of the Association. Payment of all assessments shall be in periodic installments at such intervals as established by the Directors of the Association in keeping with the Bylaws thereof.

Section 5. Commencement of Assessments. The initial assessment shall be \$150/year per Lot, and may be increased or decreased by Declarant during the Period of Declarant Control (as defined below). After the Period of Declarant Control, the Board of Directors shall fix the amount of each "annual" or "special" assessment against each Lot. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association may issue certificates setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. There shall be no assessments owed for any Lot owned by Declarant until Declarant sells such Lot. Upon sale by Declarant, the purchaser shall owe a pro rata share of the annual dues that have been assessed for the year in which the purchase takes place.

Section 6. Nonpayment of Assessment. Any assessments or installment payments on assessments, which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the amount shall bear interest from the date of delinquency at the rate of TWELVE (12%) percent, per annum. The Association may bring an action at law to recover delinquent assessments, accrued interest, costs and expenses in connection with bringing a legal suit, including reasonable attorney fees, and may bring equitable actions to foreclose assessment liens against Lots.

Article V: Protective Covenants. The following Protective Covenants are designed to provide a uniform plan for the development of the herein above described property and to ensure the best use and the most appropriate development and improvement of said property; to protect the Owners of the property against such improper use of the property as will depreciate its value; to preserve, so far as is practical the natural beauty of said property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to secure and maintain property setbacks from roads and adequate free space between structures, and, in general to encourage the development of said property for country residential living and thereby to enhance the value of parcels of land and improvements made thereon by purchasers of said land. All construction and development must comply with all terms and conditions contained on the final plat.

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Section 1. Architectural Review Committee.

The "Architectural Review Committee" (the "ARC") shall consist of the Board of Directors of the Association, or 'a special "Architectural Review Committee" of at least three (3) or more persons appointed by the Board, at least one of who must be a member of the Association.

Section 2. Architectural Control.

All Owners intending to construct any type of structure whatsoever upon any Lot shall first submit their plans and specifications, in writing, to the ARC. No structure, including but not limited to a fence or gate, shall be erected, placed, or altered on any Lot until the construction plans and specifications along with the proposed site thereof have been approved in writing by the ARC as to the quality of workmanship and materials, harmony of external design with existing structures, and location of the structure with respect to topography and finish grade elevation. The complete Design Review Guidelines (the "Guidelines") are attached hereto as Exhibit "B" and are incorporated herein as additional Protective Covenants by this reference. As provided within the Guidelines, approval or disapproval by the ARC must be in writing. In the event the ARC fails to act within thirty (30) days after the proposed plans and specifications of any structure have been submitted, in writing, the pertinent provisions of this Declaration shall be deemed to have been fully complied with.

Section 3. Land Use.

A Lot shall only be used for a single family dwellings, and no business, trade, or manufacture shall be conducted thereon, except for home occupations of a professional nature that do not increase traffic, noise or create a public nuisance.

Section 4. Subdivision of Property.

No Lot within Genesis Mountain may be further divided or subdivided, or any fractional portion thereof sold or conveyed so as to be held in divided ownership. However, this shall not prohibit property line adjustments between adjacent Lots, subject to approval by the Association.

Section 5. Declarant's Reservations.

Declarant hereby reserves the light to use the roadways within the Propelty for ingress and,egress for future access to adjoining properties to the west and east as adjacent subdivisions are developed. Declarant also reserves the right to add additional land to the Property, and bring additional Lots into the Association, at any time.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAIN STATES

Section 6. Leasing of Dwelling Units and Lots.

(a) Definition. "Leasing" or "Renting" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit or Lot by any person or persons other than the Owner for which the Owner receives any value, consideration or benefit, including but not limited to a fee, service, gratuity, emolument, or consideration of any kind.

(b) Dwelling Units and Lots may be rented only in their entirety and to one family only; no fraction or portion thereof may be rented. All leases shall be in writing. No Dwelling Unit or Lot may be leased for less than one month.

Section 7. Building Type.

(a) No residential building shall be erected, altered, placed or permitted to remain on any Lot other than single family dwellings on single family lots.

(b) All structures shall be constructed of new materials in place on the Lot. However, suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the ARC as herein provided. No structures may be moved onto or relocated on the property. The ARC may, in its sole discretion and on a case by case basis, allow the use of portions of structures that have been newly constructed off site.

(c) All primary structures shall have permanent foundations.

(d) No house trailer, modular home, mobile home or tent, or any other prefabricated structure designed to be hauled or moved on wheels, shall be maintained on any Lot.

(e) No structure shall have an exterior surface of tarpaper, vinyl siding, metal or cinder block, except that asphalt shingles and colored metal may be used as roofing materials.

(f) The exterior of a construction must be completed within twelve (12) months after commencement thereof. The exterior of a dwelling must be completed before occupancy will be permitted.

(b) All house numbers will be visible from the road either at the driveway entrance or on the house.

(i) No renovations, remodeling, or alterations in the exterior, roofing, or configuration of an existing structure shall be commenced until plans for such changes have been approved in writing by the ARC.

DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAIN

Section 8. Building Size of Dwellings.

The total square footage for all single family homes above ground floor levels must be at least 800 square feet.

Section 9. Setback Lines.

Setbacks for structures shall be measured from the eaves of the buildings, and shall be as follows:

Single Family Lots

Front Yard: 20 Feet

Side Yard: 10 Feet

Rear Yard: 10 Feet

Side Comer: 20 Feet

Townhouse Lots

Front Yard: 20 Feet

Side Yard: 5 Feet

Rear Yard: 20 Feet

In addition, structures must be set back a minimum of 15 feet from of any creek.

Section 10. Fences.

Fences (including gates) will be permitted to provide privacy or safety for a play area, patio, or pool. No fence shall exceed 8 feet in height. No fence or gate of any kind, whether for privacy, safety or boundary purposes, shall be constructed on a Lot until after the height, type, design and approximate location thereof shall first have been approved by the ARC in writing. All fences and gates are to be of natural material and no chain link, or barbwire materials will be permitted, except for ornamental metal gates that have been approved by the ARC in writing. However, security gates and fencing can be utilized only during a period of construction of a residence and may be excepted during the period of construction for a period not to exceed 1 year, if first approved by the ARC.

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Section 11. Trees

The ARC must approve the cutting down of trees greater than four (10) inches in diameter, with the exception of clearing for a building site or driveway, improving timber growth, enhancing building site views, and to control dangerous conditions.

Section 12. Sewage.

Individual sewage disposal systems shall be permitted on any Lot.

Section 13. Garbage.

All garbage cans used in connection with any dwelling erected upon the above-described premises shall either placed in an enclosure completely screened from view, or if the dwelling has a garage rather than a carport, the garbage may be kept in the garage. No garbage cans shall be maintained which are not of a suitable type and which do not have a cover sufficient to prevent the escape of any noxious odors from such cans. Proper prevention must be taken to keep dogs and other animals from feeding from garbage cans.

Section 14. Refuse.

No part of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, unused automobiles or other wastes of an unsightly nature. No hazardous waste of any kind shall be dumped or stored on any Lot.

Section 15. Vehicles.

No trucks exceeding 2 1/2 tons in capacity, trailers, or unsightly vehicles shall at any time be parked or allowed to remain on any of said Lots or along roadways. Camper trailers, RV's, pickup trucks carrying campers, campers for pickup trucks not in use, boats and boat trailers and motor homes will be permitted only if stored in a garage or stored so as not to be an eyesore.

Section 16. Wildlife.

It is the intention of the Declarant to protect and encourage the abundant wildlife that exists in the area and to encourage co-existence of man and animals, so to that end no hunting or trapping will be allowed on any of the property.

Section 17. Nuisances.

No noxious or offensive activity shall be carried on or permitted upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall the premises be used in any way or for any purpose which may endanger the health or safety of or unreasonably disturb the residents of any Lot. Outdoor barbecues are not considered nuisances under this section.

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18. Pets, Animals, and Livestock.

Dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for any commercial purpose. All dogs must be leashed or fenced in, and not allowed to create a disturbance or threat. No more than two (2) horses may be kept on any Lot. No other livestock or other animals shall be allowed to be kept on any lot with out written approval of the Association

Section 19. Utilities.

The Owner of each Lot shall pay all utility connecting costs from their structure to the main utility lines.

Section 20. Water System.

Each Lot Owner shall pay all costs of connecting to the municipal water mains that are installed along the roadways, and shall pay the costs of connecting water lines from their structure to the main water line.

Section 21. Private Roads.

The Association shall be responsible for maintenance of all private roadways within the Property including erosion control, grading, graveling, maintenance of storm drainage and culverts, and general repair and upkeep. Individual Lot Owners shall be responsible for maintaining their driveways.

Section 22. Homeowner's Park.

The Common Area is for the use and enjoyment of all Owners, and all Owners have the right to the concurrent peaceful and quiet enjoyment thereof. No Owner or their guests shall make such noise or commotion within those areas to create a nuisance. There shall be no storage allowed by any individual Owner within those areas, nor may any garbage or refuse left there.

Section 23. Commercial Lots.

There will be not Commercial Lots or development with in the boundaries of Genesis Mountain.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAINESTATES

Site Development Review Committee.

Article VI: Enforcement

Section 1. Interested Parties.

The Association or any Owner shall have the option and right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of the Declaration. The method of enforcement may include proceedings to foreclose assessment liens, proceedings to enjoin violations, proceedings to recover damages, or any Combination of proceedings. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys fees.

Section 2. Severability.

Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Article VII: Term

The provisions of this Declaration shall be binding for a term of twenty (20) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless amended pursuant to Articles herein.

Article VIII: Amendment and Annexation

After the Period of Declarant Control, this Declaration may be amended by a two-thirds (2/3) vote of the membership and by recording an instrument signed by the President of the Association certifying that the Owners of at least two-thirds (2/3) of the Lots have voted in favor of such amendment, and with the approval of the Board of County Commissioners. Such amendments may include the annexation of additional property into the Association.

Article XIX: Construction and Binding Effect

This Declaration shall be construed pursuant to the laws of Costa Rica and shall be binding upon the heirs, successors and assigns of Declarant and all Owners. Time is of the essence in complying with this Declaration. This Declaration should be broadly construed to accomplish its intended purpose to promote a high quality development in harmony with its surroundings and the natural environment.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
GENESIS MOUNTAINESTATES
IN WITNESS WHEREOF, Declarant has executed this Declaration the 14th day of
July, 2008

Genesis Lands one abcd
A Costa Rica corporation,
, a Notary Public in and for said Country
WITNESS my hand and official seal.

EXHIBIT "A"

Legal Description

Phase 1

A tract of **land** located **in** the area known a Penshurt, Lemon Coata Rica
Consisting of approximately 32 hectores divided into 50 separate properties..

Costa Rica Catastro Number L- 1157872-2007

EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAINESTATES

DESIGN REVIEW GUIDELINES GENESIS MOUNTAINESTATES SECTION A- DESIGN REVIEW

The Architectural Review Committee (ARC) has been established to ensure that development in GENESIS MOUNTAIN conforms to these Design Review Guidelines (the "Guidelines").

The ARC's objective is to encourage good stewardship of the land and sensitive architectural expression that reflects high quality and attention to detail. The ARC is responsible for reviewing and approving all development within GENESIS MOUNTAIN, from concept to completion. This includes, but is not limited to: All new building & site development. Any proposed revisions to previously approved plans, prior to or during construction. Any renovation, expansion or refinishing of the exterior of a new structure. Any proposed revisions to Building Envelopes. The ARC process has been designed to encourage dialogue with Owners and their design team early in the evolution of their plans. The process is intended to be constructive, not adversarial or unnecessarily restrictive. As Owner, you shall ensure that your development team complies with the following general requirements and design review process to assure Genesis Mountain of your commitment to respecting the community within which you are building. The ARC reserves the right to amend these Guidelines, or to grant exceptions or variances to any of these Guidelines if a special case can be demonstrated. Your design documentation should be prepared by a qualified architect or residential designer, with engineering input (geotechnical, structural, mechanical, civil) as required.

Exhibit "B"

SECTION B - SITE DEVELOPMENT GUIDELINES

It is the intent of these Guidelines to reinforce the Costa Rica Design and Construction Standards and Regulations. Each project must incorporate these standards into its design.

B.1 THE BUILDING ENVELOPE

The Building Envelope is the portion of each lot within which all improvements must be built and confined therein except for driveway locations approved by the ARC. A Building Envelope DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAINESTATES Exhibit "E"

Page 1 has been identified for each lot based on the setbacks as noted in the Covenants, Conditions and Restrictions.

B.2 GRADING AND SITING

Residences should be designed to fit the existing topography of the property without excessive manipulation of the site by cut or fill. Changes in the natural grade by cutting or filling for structures, walks and driveways must be kept to a minimum to preserve the existing landform.

General site and grading principles are as follows:

1. The finish grade around the residence and any site walls should remain as close as possible to the original natural grade.
2. Grading may be done outside the allowable site coverage area for driveway access and site drainage.
3. Screen walls, walls not supporting a building structure or retaining earth, may not exceed six (9) feet in height measured from finish grade along the exterior side of the enclosure.

B.3 LANDSCAPE AND IRRIGATION

It is the intent of GENESIS MOUNTAINESTATES Design Guidelines to integrate, compliment and blend in the landscape of each individual Building Envelope with the landscape of the community. Drainage of individual properties must work with the existing topography and be directed toward the natural open space or drainage swale systems, developed in conjunction with the roadways.

All landscaping plans must be approved in advance by the ARC.

B.4 RIGHT OF WAY LANDSCAPING

All landscaping plans or changes to landscaping in these right of way areas must be approved in advance by the ARC.

B.5 FENCES

All fencing must be approved in advance by the ARC.

Exhibit "B"

D~CLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAINESTATES

B.6 DRAINAGE

Where construction and development will obstruct natural drainage patterns, surface runoff should be carefully redirected to existing storm drains or culverts.

B.7 SWIMMING POOLS/SPAS

Owners can construct swimming pools or spas within the property's Building Envelope.

B.8 PETS

Dog runs and animal pens must be enclosed. To protect birds and wildlife, dogs must be accompanied and on a leash at all times when outside the lot, except when accompanied by a lot owner in the park area, subject to any rules and regulations that may be adopted by the Homeowners Association.

B.9 TRASH CONTAINERS

All outdoor trash containers must be approved covered containers, and must be stored within the Building Envelope.

B.IO EXTERIOR LIGHTING

Site lighting is defined as lighting mounted on the building, around trees or on site walls for the purpose of providing security, decorative accent or functional lighting to outdoor spaces. Building mounted lighting is defined as lighting built into or attached to buildings on walls, ceilings, eaves, soffits, fascias. The following guidelines for residential site lighting have been established.

1. Site lighting must be directed downward onto vegetation or prominent site features. Up lighting more than 45 degrees above the horizontal is prohibited and lighting aimed between zero and 45 degrees above horizontal must be directed toward the interior of the lot upon which it is located.
2. Building mounted lighting must be directed downward away from adjacent lots, streets and open spaces. Ground lighting must be directed toward the interior of building foot print and not onto other lots or open areas.
3. All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not visible from other properties, from roads or from off site. No bare lamps will be permitted. Recessed lights in exterior soffits, eaves, or ceilings shall have the lamp recessed a minimum of 3" into the ceiling.
4. Only incandescent lamps with a maximum wattage of 75 watts will be allowed for exterior lighting unless specific approval is received from the ARC. Low voltage lighting is recommended since these fixtures are typically small and can be easily concealed within the native vegetation. Colored lights will not be allowed for exterior lighting.
5. No lighting will be permitted in setback areas.

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6. Lights on motion detectors for the purpose of security illumination are allowed subject to specific approval or the ARC if the lights so activated do not illuminate adjacent properties. If allowed by the ARC, these lights will only be allowed to operate on a motion detector and stay lit for a maximum of 5 continuous minutes. Security lights of any type or location must still meet the requirements of shielding the light sources, and the light sources may not be visible from neighboring property. If problems with these lights occur, the ARC reserves the right to demand that the fixtures be disconnected. Care must be taken to avoid setting off the motion detector by the motion of vegetation. Generally the motion detector's range should be limited to the Building Envelope area. These lights will not be allowed to operate for the purpose of general illumination.

B. 11 ENTRANCE DRIVEWAYS

Driveways shall be a maximum width of twelve (12) feet and shall intersect the street preferably when possible, at a right angle.

B.12 ADDRESS IDENTIFICATION

Individual address identification devices for each approved residence 'must be installed according

to the City of Kalispell standards. No monument signs are allowed.

SECTION C - BUILDING DESIGN GUIDELINES

The building design guidelines are to assist you in realizing an architectural solution. There will be a focus on strong roof form, wall, base and all elevation images. These design principles will apply to all structures. Good design is also being a good neighbor in the planning and architecture of your development. The building form and mass is to respond and conform to the existing grade and site conditions.

C.1 DESIGN CHARACTER

These guidelines do not intend to dictate architectural style of design although all designs must be of a character appropriate to the guideline.

The design character should create a residence that blends with its environment instead of standing out against it. The design character of a residence should be considered uniformly from all sides, not just the front or rear elevations, and all elevations should maintain the same visual integrity, cohesiveness and design detail. Particular attention should be given to the transition from one residence to another. Transition refers to aesthetic aspects as well as to the relationship of the elevation of the respective floor levels and the comparative overall massing of the structures. In order to create an intimate residential scale and not dominate the natural landscape, long, unbroken walls and roofs should be avoided, and vertical and horizontal offsets need to be included.

Exhibit "B"

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To further reinforce this concern for scale, architectural forms shall be softened by the inclusion of balconies, bay windows, appropriate entrance treatments and other such devices. Contractors and lot owners can build the same plan on other lots provided they are at least three lots apart. The exterior color scheme shall be different on each residence.

C.2 BUILDING SIZE

Building Size: The total square footage for single family homes must be at least 800 square feet.

C.3 EXTERIOR DESIGN

Roof shape and character is important to avoid vertical monotony. Slopes of 4/12 or greater are to be considered for dominant roof elements and gable ends.

Gentler roof pitches can be integrated for background and less conspicuous connections: Alternative configurations may also be considered to balcony roofs and dormers of all sizes as these contribute to the human scale. This is encouraged to provide a texture and an apparent reduction of the built mass. All overhangs and projections shall be a minimum of 16". Mansard and flat roofs are prohibited. No trim-less metal windows are allowed. The ARC strongly recommends that sloping roofs be designed as sheltering and shading elements, normally with broad overhangs and strong shadow lines. Thin edges or thin fascias should be avoided. Sloped roof materials should be textural with very dark or deep color tones. Roof surfaces must be non-reflective and, in the opinion of the ARC, not visually objectionable from neighboring properties and roads. The composition of roof forms should be carefully considered.

The placement of the various pipes and vents that penetrate the roof should be considered. Combine them in the attic space and project through roof in a common enclosed stack when possible. Where it is practical, place stacks on the roof away from the side of greatest visibility.

All roof vents are to be colored to match the dominant roofing materials.

Exhibit "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAINESTATES

C.5 COLORS

1. Non-reflective materials are to be used, including non-reflective glazing
2. Color selections shall be reviewed by the ARC but preference will be given to earth tones, a range of off-White, light gray, light brown, green or related each tones. Other tones may be allowed on a case-by-case basis.
3. Materials for roofs may be sculpted architectural asphalt, flat concrete or fiber-cement tile, slate or other cut stone. Colored formed Metal or wood shake roofs are permitted,
4. Material for walls may be stained wood or wood, painted fiber-cement siding and stone. Cultured stone is permitted in out of reach areas on upper floors. Colored stucco may be incorporated but the color must be approved by the ARK.

C.6 MATERIALS -EXTERIOR SURFACES

In order to impart a sense of solid, substantial construction and to avoid a tacked-on, thin veneer look, material changes should terminate at a logical inside corner, plan shape change or at a major wall opening. Changes at outside corners should be avoided. Exterior stone material should be continued down to the finish grade, thereby eliminating unfinished foundation walls.

C.7 BUILDING PROJECTIONS

All projections from a building including, but not limited to, vents, gutters, scuppers, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project or be an appropriate accent color, unless otherwise approved by the ARC. All building projections must be contained within the Building Envelope.

C.8 ANTENNA/SATELLITE DISHES

Antennas are restricted to interior attic applications only. Satellite dishes may be used if discretely located on the building, and a maximum 24" diameter. Large ground mounted satellite dishes are prohibited.

C.9 SERVICE YARD

All above-ground garbage and trash containers, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities must be completely screened from adjacent lots, streets, or common spaces by walls, or fences, at least one (1) foot higher than the equipment. Gates, or a "maze" entry that provides complete screening, shall be required around all mechanical and pool equipment enclosures.

Exhibit "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENESIS MOUNTAINESTATES

C.10 GUEST HOUSES, GUEST SUITES AND ARCESSORY BUILDINGS

Any accessory building shall be addressed on the site plan as submitted to the ARC for approval. Accessory buildings are only allowed in the Building Envelope. Such structures must be designed as an integrated visual element with the residence, and should be visually related to it by walls, courtyards, or major landscape elements. All accessory buildings must be approved in advance by the ARC and must in compliance with applicable Costa Rica building guidelines.

C. 11 STORAGE TANKS

No fuel tanks, water tanks or similar storage facilities shall be allowed.

SECTION D - REVIEW AND APPROVAL PROCESS

The conditions of approval imposed by Genesis Mountain require a letter of approval to be submitted to the appropriate Costa Rica officials from the ARC prior to the issuance of a building permit. The process for obtaining said approval letter is outlined herein.

D.1 CONCEPTUAL PLAN REVIEW

A conceptual plan review is required to confirm the design incorporates all site requirements relative to the lot location Building Envelope plan. It will assist to clarify the intent and application of the Design Guidelines, review/approval process, development procedures and schedules. In order to initiate conceptual plan review, the Owner or Owner's representative shall submit a site plan, floor plan and two elevation views to the ARC. In addition, the Owner or Owner's representative will meet with the ARC. The ARC will provide its written determination concerning the conceptual plan within fourteen (14) days of submittal and the conceptual meeting. The determination may include comments from the conceptual meeting for the designer's use in preparing the final submittal.

D.2 DETAILED FINAL PLAN REVIEW

In order to initiate final plan review, the Owner shall submit all information that needs to be provided to the appropriate Costa Rica officials in an effort to obtain building permits. Additional information may be required (such as samples of paint, siding, roofing, exterior lighting plan, etc.) at the discretion of the ARC. The ARC will provide its written determination. concerning the final plans within thirty (30) days of submittal. Incomplete submittals will be returned and this review period will begin again. No construction or site preparation may begin until final written approval has been obtained. Costa Rica will not issue building permits without an approval letter from the ARC.

Exhibit "B

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
GENESIS MOUNTAINESTATES**

D.3 COMPLETION

Completion in these guidelines means the completion of interior build out as approved for occupancy (by Costa Rica officials) and the complete exterior of the development including all hard and soft landscaped areas. There will be a final inspection held at the request of the builder with the ARC after acceptance by the Costa Rica officials.

The Owner shall submit a copy of the Costa Rica officials Certificate of Occupancy to the Homeowners Association.