

KANYINI

Shared Easement Agreement

Welcome to Kanyini

If you are reading this, you are most likely considering a home in Kanyini, or have already chosen one. Either way, welcome. We are glad you are here.

Kanyini means *“love with responsibility: to care for the land, our family, and all life.”* It is the idea at the heart of everything we are building together.

We chose Playa Grande for what it is: jungle meeting the ocean, quiet nights, turtles on the beach and homes that sit gently among the trees.

Our vision is a small, close community of families who want to be part of the wider Playa Grande community, live close to nature and the beach, and step away from the rush and pressures of modern life. A place where days are measured by tides and sunsets rather than by schedules.

In a place like this, rules can feel a little out of step. Yet living well together rests on mutual respect, and respect comes more easily when we share a clear understanding of what we can expect from one another. That is the purpose of this agreement: not to limit how anyone lives, but to protect what drew each of us here, so that we can live side by side in peace, as good neighbours.

One agreement sets the shared access, beach path and security rules for every lot in Kanyini. It binds today's owners and everyone who buys a lot later.

1. Parties and lots

This agreement is made between the registered owners of the lots listed below, located in Playa Grande, Santa Cruz, Guanacaste, Costa Rica (together, the **Owners**, and each lot a **Lot**). Each Lot both gives and receives the easements in this agreement.

Lot	Plano catastrado	Area (m ²)	Owner quota (%)	Folio real	Registered owner
1	G-53921-2025	1,111.93	8	[]	GTE Mareas Ltd
2	G-53922-2025	1,067.32	8	[]	GTE Mareas Ltd
3	G-53923-2025	1,234.44	8	[]	GTE Mareas Ltd
4	G-53924-2025	1,270.56	8	[]	GTE Mareas Ltd
5	G-53925-2025	1,134.42	8	[]	GTE Mareas Ltd
6	G-53926-2025	1,502.85	8	[]	GTE Mareas Ltd
7	G-31975-2026	5,654.21	13	[]	GTE Mareas Ltd
8	G-32986-2026	6,170.88	13	[]	GTE Mareas Ltd
9	G-31971-2026	5,786.23	13	[]	GTE Mareas Ltd
10	G-31985-2026	7,247.10	13	[]	GTE Mareas Ltd
Total		32,179.94	100		

The site plan attached as **Annex A** shows every Lot, the Main Gate, the Internal Road, the Beach Path and the Road End Area. If the text and the site plan disagree, the site plan controls, subject to section 3.4.

2. Definitions

- **Main Gate:** the single vehicle and pedestrian entrance to Kanyini from the public road, shown on Annex A.
- **Internal Road:** the private road running from the Main Gate to the boundary between Lot 6 and Lot 7, shown on Annex A.
- **Road End Area:** the part of Lot 7 next to its boundary with Lot 6 where the Internal Road ends, measuring [length] m by [width] m (about [area] m²), shown on Annex A.
- **Beach Path:** the 1.5 m wide walking path between Lot 8 and Lot 9, running from the Internal Road to the beach, including its beach gate.
- **Perimeter Fence:** the 3 m high security fence along the public road boundary of the Street Lots.
- **Street Lots:** Lots [, ,], whose boundaries touch the public road.

3. Easements granted

3.1 Access through the Main Gate and Internal Road

Every Lot receives a permanent right of way over the Main Gate and the Internal Road, on foot and by vehicle, to reach its property. This right extends to the Owner's family, guests, staff, contractors, and emergency and utility services. No Owner may block, narrow, park on or build on the Internal Road.

3.2 Beach Path

Every Lot receives a permanent right to walk over the Beach Path and through its gate to reach the beach. The path is [taken equally from Lot 8 and Lot 9 (0.75 m each) / located on Lot]. Lots 8 and 9 must keep the path open, clear and at least 1.5 m wide. Use is on foot only, and the beach gate must be closed after each use.

3.3 Road End Area on Lot 7

The Owner of Lot 7 grants every Lot a permanent right to use the Road End Area for [turning vehicles / continued access]. The Owner of Lot 7 must keep this area free of buildings, fences, gates, plants and parked vehicles, and must remove any existing fence or structure in it within [] days of signing. The Road End Area remains part of Lot 7.

3.4 Actual location of shared areas

The Internal Road, Main Gate, Road End Area and Beach Path are shown on Annex A in approximate positions. Their actual location on the ground may differ from the plan and from the lot coordinates for practical reasons, such as smooth road curves, terrain, drainage, and protecting trees and other nature.

The easements in this section apply to these areas where they are actually built. Each Owner accepts reasonable differences from the plan and will not claim compensation for them. Once built, the Owners may update Annex A with an as-built survey, which then replaces the original plan for these areas.

3.5 Residential access over the *servidumbre agrícola*

The Internal Road runs over a strip currently registered as a *servidumbre agrícola* (agricultural easement).

1. **Private residential easement.** In addition to the registered *servidumbre agrícola*, each Owner grants every other Owner a private right of way over the same strip for residential access to their Lot, on foot and by vehicle, on the terms of section 3.1. This right applies whatever the registered type of the easement.
2. **Scope.** This section binds the Owners and their successors. It does not by itself change the registered easement or the municipality's treatment of it until the conversion is completed and registered.

3.6 Utilities for Lots 7, 8 and 9

Lots 7, 8 and 9 have no direct frontage on the public road. All other Lots are served with utilities directly from the public road.

1. **Developer commitment.** GTE Mareas Ltd will work with the Owners of Lots 7, 8 and 9 to make sure electricity, internet and water can be run to their Lots.

2. **Utility easement.** Lots 7, 8 and 9 receive a permanent right to install, use, maintain and repair electricity and water lines under or along the Internal Road, and where needed across other Lots, along routes agreed with GTE Mareas Ltd and shown on the as-built survey under section 3.4.
3. **Access and repair.** The Owners of Lots 7, 8 and 9, and the utility providers, may enter these routes to maintain or repair the lines after reasonable notice (no notice in an emergency). Whoever opens the ground must restore the road surface, fences and landscaping to their prior condition.
4. **Least impact.** Routes are chosen to cause the least disruption to the Lots crossed, and lines run underground wherever practical.
5. **Binding on future owners.** This commitment and easement bind every future Owner of the Lots crossed, including after GTE Mareas Ltd has sold them.

3.7 Construction of shared areas

GTE Mareas Ltd builds the shared areas at its own cost, to the standards and by the dates below.

Shared area	Minimum standard	Completion date
Internal Road	[] m wide; [compacted gravel / paved / cobblestone] surface; side drainage and stormwater control	[]
Road End Area (Lot 7)	Same surface as the Internal Road; large enough for a car to turn	[]
Main Gate	[Automatic / manual] vehicle gate with pedestrian door; access control by [code / remote / guard]	[]
Perimeter Fence	3 m high along the public road boundary; materials and colour per the Guidelines (Annex B)	[]
Beach Path	1.5 m wide; permeable natural surface; lockable beach gate	[]

1. **Delays.** If a completion date slips for reasons outside GTE Mareas Ltd's control (weather, permits, utility providers), the date moves by the length of the delay. GTE Mareas Ltd keeps the Owners informed of progress.
2. **Completion.** An area is complete when GTE Mareas Ltd notifies the Owners in writing, with photos and, where relevant, the as-built survey under section 3.4.
3. **Handover of maintenance costs.** GTE Mareas Ltd pays all maintenance of the shared areas until the later of (a) completion of all areas in the table, and (b) the sale of [] Lots to third parties. From then on, the Owners pay maintenance as set out in section 7, and GTE Mareas Ltd pays its share for any Lots it still owns.
4. **Perimeter Fence after handover.** From handover, each Street Lot Owner maintains the Perimeter Fence on their Lot under section 4.

3.8 Developer rights

While GTE Mareas Ltd still owns at least one Lot, it has the following rights.

1. **Finish the infrastructure.** GTE Mareas Ltd may enter the shared areas and any unsold Lot to build, finish and connect the Internal Road, Main Gate, Perimeter Fence, Beach Path and utilities.
2. **Adjust the layout.** GTE Mareas Ltd may adjust the boundaries of unsold Lots and the route of the shared areas, for example to follow the terrain, protect trees or meet permit requirements. It may not reduce any sold Lot's area or access, or increase its share of costs, without that Owner's written consent.
3. **Construction traffic.** GTE Mareas Ltd, its contractors and buyers building on their Lots may use the Main Gate and Internal Road for construction traffic, during the working hours set in the Guidelines. GTE Mareas Ltd repairs any damage its contractors cause.
4. **Shared costs on unsold Lots.** After the handover under section 3.7, GTE Mareas Ltd pays [its full share / []% of the full share / no share] of the shared costs for each Lot it has not yet sold. Night security is shared only among homeowners under section 6. The full share applies from the date a Lot is sold.
5. **Sales.** GTE Mareas Ltd may show unsold Lots to buyers and place discreet sales signage, in line with the Guidelines.
6. **End of developer rights.** These rights end when GTE Mareas Ltd has sold its last Lot, or on [date], whichever comes first. Rights that protect sold Lots continue.

4. Perimeter fence and security

Security by design

Security is one of the cornerstones of Kanyini. It was designed into the project from the very beginning, before any development started, so that every family can feel safe and at ease from the day they arrive.

Kanyini is protected by:

- a 3 m perimeter fence, softened by green barriers of dense planting;
- secured access gates;
- a Ubiquiti security system and sensors;
- on-site security.

The rules in this section keep these protections intact for everyone.

For the security of all Owners, the Street Lots accept the following permanent restrictions:

1. The Perimeter Fence must stay at least 3 m high and unbroken along the public road boundary.
2. No gate, door, driveway or other opening may be added to the Perimeter Fence - without $\frac{2}{3}$ majority approval.
3. Each Street Lot is reached only through the Main Gate and the Internal Road.
4. Each Street Lot Owner keeps the Perimeter Fence on their Lot in good repair, in the agreed style, at their own cost.

The Main Gate and beach gates are the only entrance to Kanyini. Access codes, keys and guard rules for the Main Gate are set by majority vote of the Owners.

5. Living and home guidelines

To keep Kanyini's character and protect the land, every home must follow the Kanyini Living and Home Guidelines (the Guidelines) attached as **Annex B**.

1. **Scope.** The Guidelines cover architecture, materials, colours, building heights, setbacks, fencing, landscaping, outdoor lighting, the care of the natural surroundings and day-to-day living in the community.
2. **Design approval.** Before applying for permits or starting work, each Owner submits plans to the Owners' design review for written approval against the Guidelines. A response is due within [] days.
3. **Construction.** Building work follows the construction rules in the Guidelines, including working hours, site tidiness, protection of trees and use of the Internal Road by construction traffic. The Owner repairs any damage their contractors cause to shared areas.
4. **Maintenance.** Each Owner keeps their home, garden and fencing in good condition, in line with the Guidelines, at their own cost.
5. **Updates.** The Guidelines can be updated by Owners holding at least 51% of the Owner quotas. Updates do not apply to homes already approved or built.

6. Night security

Kanyini will have security service at night to protect all Lots and shared areas.

1. **Service.** Night security runs from 5PM to 6am every day. The provider, the scope of the service and the budget are decided by majority vote under section 8, and the contract is managed by the administrator.
2. **Cost sharing.** The total cost of night security is shared among the homeowners in proportion to their relative Owner quotas. Each homeowner's share equals their Owner quota divided by the total of the Owner quotas of all homeowners. For example, if four homeowners each hold a 10% quota, each pays 25% of the total cost. Unsold Lots held by GTE Marebas Ltd do not contribute.
3. **Payment.** Owners pay their share [monthly / quarterly] in advance, into an account set up for shared Kanyini costs.
4. **Late payment.** Unpaid amounts carry interest of [] % per month and may be recovered from the Owner, including on the sale of their Lot.
5. **Owner quotas.** Owner quotas can only be changed by an amendment under section 7, and must always total 100%.

7. General terms

1. **Permanent and binding on future owners.** These easements run with the land. They bind and benefit every current and future Owner of each Lot, including buyers, heirs and lenders. Every sale or transfer of a Lot is made subject to this agreement.
2. **Shared costs.** Owners share the costs of maintaining, repairing and securing the Main Gate, the Internal Road, the Road End Area and the Beach Path in proportion to their Owner quotas shown in section 1, unless they agree otherwise by majority vote.
3. **Changes.** This agreement can only be changed in writing, signed by the Owners of at least 7 of the 10 Lots. A change that adds a burden to one Lot also needs that Lot Owner's signature.

4. **New Lots.** If the development is expanded, the new lots may join this agreement by signing it, on the same terms.
5. **Registration.** The Owners will sign this agreement before a Costa Rican notary public as a public deed and register the easements against every Lot in the Registro Nacional. The cost is shared by Owner quota.
6. **Governing law.** This agreement is governed by the laws of Costa Rica. Disputes go first to good-faith discussion between the Owners, then to [mediation / the courts of Santa Cruz, Guanacaste].
7. **Language.** This agreement and its annexes are made in Spanish and English, and both versions are signed by all Owners. The Spanish version is the one registered in the Registro Nacional. If the two versions differ, the Spanish version prevails.

8. Owners' meetings and administrator

8.1 Majority vote

Wherever this agreement refers to a **majority vote**, it means a simple majority (more than 50%) of the Owner quotas present or represented at an Owners' meeting. Each Lot votes with its Owner quota shown in section 1.

8.2 Owners' meetings

1. **Annual meeting.** The Owners meet at least once a year to approve the budget, review the accounts and the administrator's report, and decide other shared matters.
2. **Extra meetings.** The administrator, or Owners holding at least []% of the Owner quotas, may call an extra meeting at any time.
3. **Notice.** Meetings are called by email at least [15] days in advance, with the date, time, place and agenda. Decisions are limited to items on the agenda.
4. **Attendance.** Owners may attend in person or by video call, or be represented by a written proxy.
5. **Minutes.** The administrator keeps written minutes of every decision and sends them to all Owners within 15 days.

8.3 Administrator

1. **Appointment.** The Owners appoint an administrator by majority vote. The administrator may be an Owner, a company or a professional property manager, and can be replaced by majority vote.
2. **Duties.** The administrator:
 - collects the Owners' payments for shared costs and night security
 - manages the night security contract and other service contracts
 - keeps the shared-cost bank account and the accounts
 - prepares the annual budget and report for the Owners' meeting
 - follows up on late payments under section 6
3. **Fee.** The administrator's fee, if any, is set by majority vote and paid as a shared cost.
4. **Accountability.** Any Owner may ask to see the accounts and contracts at reasonable notice.

9. Good-neighbour guidelines

Kanyini is a small community, and these guidelines describe how Owners intend to live together. They are shared expectations rather than strict rules, and Owners are trusted to follow them in good faith. Repeated or serious disregard may still be raised at an Owners' meeting.

9.1 Living and renting

- Homes are intended as private residences.
- Short-term rentals are welcome. Owners who rent are asked to introduce their guests to these guidelines, let the administrator or security know when guests arrive, and take care of any tax and licensing requirements.
- Kanyini is not intended for commercial activity such as shops, restaurants, bars or event businesses. Working from home is of course fine.

9.2 Splitting lots

Splitting a Lot or changing its boundaries affects every Owner, so it requires the approval of Owners holding at least two-thirds (2/3) of the Owner quotas at an Owners' meeting, plus all required permits. The Owner quotas are then adjusted by amendment under section 7.

9.3 Pets

Pets are welcome. Owners are asked to keep dogs on a leash in shared areas, clean up after their pets, keep barking and other nuisance to a minimum, and follow the beach guidance in Annex B, section 1.5.

9.4 Noise and construction hours

- Owners are asked to respect the quiet hours in Annex B, section 1.3.
- Once the first home in Kanyini is occupied, construction work should ideally take place Monday to Friday from about [7:00] to 18:00, and on Saturday mornings until 12:00.
- Owners and their contractors are asked to avoid construction on Saturday afternoons, Sundays, public holidays and in the evenings after 18:00.

10. Enforcement

This section applies when an Owner, or their family, tenants, guests or contractors, breaks this agreement or the Guidelines. Examples include opening or altering the Perimeter Fence, building without design approval or outside the Guidelines, breaking the lighting or beach rules, blocking a shared area, or not paying shared costs.

10.1 Steps

1. **Written notice.** The administrator sends the Owner a written notice describing the violation and what must be done. The Owner has [number] days to fix it, or 48 hours if it affects security, safety or the turtles.
2. **Fines.** If the violation is not fixed in time, the Owner pays a fine. The fine schedule is set by majority vote and may include a daily fine for each day the violation continues. Fines are paid into the shared-cost account.

3. **Right to fix.** If the violation is still not fixed after a second written notice, the Owners, through the administrator, may fix it themselves, for example by restoring the fence or removing unapproved work. The Owner allows reasonable access to their Lot for this and pays all costs, plus [number]% for administration.
4. **Recovery on sale.** All unpaid fines, costs and shared-cost payments stay owed by the Lot. The Owner must pay them before selling or transferring the Lot, and the notary handling the sale is asked to confirm with the administrator that nothing is owed.

10.2 Suspension of shared-area rights

If a violation continues for more than [number] days after the second notice, the Owners may decide by majority vote to suspend the Owner's rights to:

- use the Beach Path and beach gate;
- use the Main Gate for car access (remotes and access codes may be deactivated).

Safeguards:

1. Pedestrian access through the Main Gate to the Lot always remains.
2. Emergency services, utility providers and medical access are never restricted.
3. The suspension ends as soon as the violation is fixed and all amounts are paid.

10.3 Costs of enforcement

The Owner in breach pays all reasonable costs of enforcing this agreement, including legal and notary fees.

11. Signatures

Signed by the Owners of each Lot:

Lot	Owner name	ID / cédula jurídica	Signature	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Annex A: Site plan showing all Lots, the Main Gate, the Internal Road, the Road End Area and the Beach Path.

Annex B: Kanyini Living and Home Guidelines, for building, maintaining and living in homes in Kanyini.