

## ANNEX 4

### Sanh Kiri Kham Rules and Regulations

Pursuant to the House Sale and Purchase Agreement and Sale and Purchase or Long-Term Land Lease Agreement (the "Agreement") to which this Annex 4 is attached, Client agrees to comply with the Rules and Regulations stated herein (and as the same may be amended from time to time by the Developer) at all times during the Lease Term.

The purpose of the Rules and Regulations is to enable the Project Developer, Ridgetop Projects Co., Ltd. or a Project Management Company (hereafter referred to as the Project) and the Clients themselves to preserve and protect the overall aesthetics, quality and integrity of the Project for the common benefit of all Clients.

All capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

1. **Completion of House Construction:** In order to have a peaceful community, with amenities and services in place, all residents must contract to have their houses completed by the end of December 2015. This will ensure that everyone benefits from a completed project without having to live in a perpetual construction zone.
2. **House Design and Construction:** The Client shall adhere as much as possible to the main design guidelines provided by Project's Villa Concept Designs, ie. roof types, color, materials, entrance gates, fence hedges, etc., and shall contract to build the house with a building contractor and project manager provided by or approved by the Project.
3. **Responsibility for Guests:** It is Client's responsibility to inform all of his guests, invitees and licensees of these Rules and Regulations and Client shall be liable for any loss or damage suffered by the Project, the Developer and affiliates thereof associated with the Project or any third persons as a result of any act or omission, including but not limited to any violation of the Rules and Regulations, of Client or his guests, invitees and licensees.
4. **Common Areas:** The common areas must be treated with respect and due care. If Client notices any damage or problem in any common area, he should notify the Developer immediately so that the matter can be addressed as soon as possible. No storage or parking is allowed in common areas without express permission of the Developer.
5. **Commercial Utilization:** With the exception of vacation/residential leasing activities, Client may not engage in any commercial activities anywhere in the Project, including in the House, without the express written consent of the Developer. It is envisioned that such consent will be routinely granted for home office activities, provided that no clientele will be visiting Plot [●] or the House in connection with such activities and the activities will not otherwise increase traffic to the Project or disturb other Clients/residents of the Project.

6. **Animals:** Domestic pets may be kept provided they do not cause a nuisance to other plots/houses/Clients/residents or the common areas. It shall be strictly prohibited for any pet to use the common areas to do its business. Clients will be responsible for the immediate removal or cleaning of any refuse from their pets in the common areas. Should the Client own a pet he shall ensure that the rights and interests of others in the Project are not affected in any way by such pets. Dogs must be accompanied by the Client or assignee and leashed at all times when utilizing designated common areas. Commercial raising or breeding of any animals is strictly prohibited.
7. **Storage and Garbage:** The storage of inflammable, poisonous or other toxic substances (other than common household pesticides and cleaning agents), garbage, refuse, etc., is strictly prohibited. Garbage and other reasonable household refuse must be contained in sealed bags in covered receptacles in the designated "garbage slot" provided for each Plot [•] for convenient collection by the Developer. Garbage will not be collected until it is contained properly. Unusually large garbage or refuse that cannot be contained in a proper manner resulting in additional labor and costs for its disposal will be charged accordingly. The parking or storage of broken down or unsightly vehicles is also prohibited.
8. **Parking:** It must be strictly observed, when parking vehicles, that the thoroughfare for rescue services, fire brigade and any other vehicle must be totally clear at all times. Any parked vehicle of the Client that is an obstruction can and will be removed by the Developer at the expense of the Client.
9. **Speed Limit:** The maximum speed limit throughout the Project shall be 20 km/hour, which must be observed at all times.
10. **Open Fires:** With the exception of the operation of BBQ grills, open fires (including those for burning garbage or garden waste material) shall be strictly prohibited.
11. **Advertising/Signage:** No advertising shall be permitted in the Project except for certain services businesses run by the Developer and its affiliates related to the Project for the benefit of the Project. Where the Developer has approved a home office business operation under item 3. above, a professional name plate, with a maximum size of 50 cm x 30 cm, may be permitted. No other signage shall be permitted.
12. **Condition of Property:** Plot [•] the House's external areas must be kept in good, clean and aesthetically pleasing condition.
13. **Courtesy to Others:** Client shall at all times consider the neighbouring residents and exercise common sense and courtesy to ensure that all other residents can enjoy living in a beautiful, friendly, peaceful and undisturbed environment. To this end, the Developer may prohibit any action undertaken, or planned to be undertaken, by Client that the Developer may determine, in its absolute discretion, is or will be a nuisance to

the other residents in the Project or otherwise violates the spirit and/or intent of these Rules and Regulations.

14. **Permission for Further Construction:** Client may not construct any other structures on Plot [●] or make any alteration or improvement or addition without the express written consent of the Developer, whose discretion in such matters shall be absolute. Should permission be granted, all contractual work on said structures will be carried out solely by the Developer or the Developer's designee.
15. **Satellite Dishes and Antennas:** Client may not install any satellite or microwave dishes, antennas, aerial equipment or additional telecommunications cabling by third party vendors as these services have been provided by the Developer in a manner to specifically prevent unsightly appendages to be visible to other residents.
16. **Construction Hours:** During the phase of the Project where some Clients are residing in completed houses, construction carried out by the Developer on other Plots will be between the hours of 0800 – 1700 hours, Monday to Saturday only.
17. **Sub-division:** The Client shall not sub-divide the Plot [●] without the express written consent of the Developer, whose discretion in such matters shall be absolute.
18. **Resale:** The Client shall not resell the Plot [●] without the express written consent of the Developer.
19. **Landscaping:** The Client shall not plant or remove any trees without the prior written consent of the Developer
20. **Drainage:** The Client shall make provisions for drainage from roofing, gutters and slopes into the project's main drainage system. The Client shall be responsible for any damages caused by drainage from their property into adjacent plots.
21. **Delivery:** General delivery by outside vendors of miscellaneous items for the Client's daily consumption will be to the project's main receiving depot and conveyed to the Client's residence by the project's staff.
22. **Dress code:** Respect for other residents should be shown in common areas, eg. shirts to be worn except in swimming pool area.
23. **Guests Report to Security:** Admission to the property will only be granted on authority of owners. Please advise security in advance.
24. **West Access Road:** Low gear and use of lights whilst using this access is required.
25. **Excess Noise:** Owners should avoid using car horns where possible.

26. **Parties:** Management should be advised in advance of any intended large party so arrangements can be provided for overflow parking and notification to other owners.
27. **Fireworks:** Due to fire risks, fireworks are strictly prohibited at all times unless under management supervision.
28. **Accidents:** Accidents, whether concerning property, equipment or personal, should be reported to the management for in order a/ to offer assistance and b/ to keep a log for insurance purposes.
29. **House Insurance:** Is supplied through a central policy covering the whole development. Owners will be required to pay a premium envisaged to be far lower than an individual policy which will cover common areas as well.

The Client agrees to abide by the Project's Rules and Regulations and to indemnify the costs of any damage to the Project arising from the default of these said rules. Should an issue arise causing damage to the Project that is a direct result of the Client's actions or nonaction, a written notice will be issued by the Project notifying the Client the extent and costs of the damage. The Client acknowledges that the Service Provider shall be entitled to exercise full legal rights against the defaulting Resident to obtain such payment and the defaulting Resident agrees to indemnify and hold harmless the Service Provider accordingly, including in respect of any related legal or other costs. Without prejudice to the foregoing each Resident acknowledges that the legal rights of the Service Provider to enforce payment shall include any or all of the following rights:

- (1) To cease providing services or support of any kind, including specifically water, electricity and telecommunications services to the defaulting Resident.
- (2) To withhold rights of access over the Common Area to the defaulting Resident (including rights of access by third parties to the defaulting Resident's property).
- (3) To appropriate any income arising from the defaulting Resident's property.
- (4) To charge late payment interest at 1.5% per month or such other rate as the Service Provider may specify.
- (5) To take enforcement action or injunctive or other proceedings available under the laws of Thailand or otherwise in respect of but not limited to the matters described above.