

COVENANTS, CONDITIONS AND RESTRICTIONS
TANJUNG OCEAN VIEW SUBDIVISION

Current as of: December 30, 2015

WHEREAS, Indo Pacific Properties and/or Lee Pappernow (the "Developer") has previously created a subdivision of Lots in the Kuta area of Lombok (the "Property") commonly referred to as the Tanjung Ocean View development ("TOV") and;

WHEREAS the Developer desires to: i) protect the value of the Lots in TOV, and; ii) clarify the rights and obligations of the TOV Property Owners, and; iii) provide for the consideration, maintenance and protection of the community as a whole, and; iv) detail the shared responsibilities of all TOV Property Owners, and;

WHEREAS, in order to accomplish the above, Developer desires to convey the Property subject to certain protective Covenants, Conditions and Restrictions as hereinafter set forth (the "CC&R's").

NOW, THEREFORE, it is hereby declared that, upon execution of these CC&Rs by Developer, these CC&Rs shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof and such parties' heirs, successors and assigns, and each contract or deed or lease or certificate of title executed for the sale, purchase, lease or transfer of any right or title or interest in or to TOV Property shall be made and accepted subject to the following CC&Rs, regardless of whether or not the same are set out or referred to in said contract or deed or lease or certificate.

ARTICLE A
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases, when used in these CC&Rs, shall have the meanings hereinafter specified:

1. Annexation: "Annexation" shall mean the process by which Developer may award, or the TOV Board Of Directors may acquire, any other tract of land which is immediately adjacent to the TOV project and thus gain membership in the TOV Association, thereby making such other tract a part of TOV and the Association and thereafter subject to the terms and conditions of these CC&Rs.

2. Association: "Association" or "Owner's Association" or "TOVOA" shall all mean the Tanjung Ocean View Owner's Association.

3. Assessment: "Assessment" shall mean such financial assessments as may be liened and/or levied on Sold Lot Owners by the Developer or the Association under the terms and provisions of these CC&Rs.

4. Board of Directors: "Board of Directors" or "Board" or "BOD" or "Director" shall all refer to the governing board of the TOV Owners Association and/or elected or appointed members thereof.

5. Buyer: "Buyer" or "Buyers" shall all refer to the purchaser or purchasers, or offeror or offerors, of or on one or more Lots in the Tanjung Ocean View Development.

6. Common Areas: "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Developer, or by a third party to the Association or otherwise used by or for the benefit of the Tanjung Ocean View Owner's Association with the Association's consent, for maintenance and operation, including, but not limited to, Drainage Canals, Roads, entry ways, bridges and landscaping or other amenities or utilities within TOV.

7. Design Review: "Design Review" shall mean the process by which plans for any Improvement to any Owner's Sold Lot (see below) are reviewed and approved or disapproved prior to construction of any Improvement, as required by these CC&Rs.
8. Developer: "Developer" shall mean the developer of the TOV subdivision, Indo Pacific Properties and/or Lee Pappernow and/or any duly authorized representative of same, or their respective successors or assigns.
9. Drainage Canals: "Drainage Canal" shall mean the system of surface water drainage channels adjacent to the Roadways, including those portions of any Bridges through or under which water flows, constructed by the Developer or the Association to control the runoff of rainfall and prevent or reduce flooding and damage to Roads and Property.
10. Electric Facilities: "Electric Facilities" or "Electric Facility" shall mean the power poles, power cable(s) and any other facility or equipment for the provision of electric power throughout TOV installed by or at the direction of the Developer or the Association or any Owner.
11. Improvements: "Improvements" shall refer to every structure and all appurtenances thereto of every type and kind, including, but not limited to houses, buildings, outbuildings, storage sheds, patios, solar panels or collectors, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae or towers in addition to any other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, Internet or other utilities built by any Owner.
12. Living Unit: "Living Unit" shall mean a Single Family Residence, or a Vacation Rental Unit, or any similar residential dwelling or house, with or without a kitchen, with sleeping areas, and occupied by no more than eight (8) persons. The term Living Unit does not include hotels, motels, condominiums, rooming or boarding houses, multi-family residences or other such commercial properties, which uses are not allowed in the TOV development, whether or not such uses are residential,
13. Lot: "Lot" shall mean any parcel or parcels of land within the Property shown as a subdivided or to-be-subdivided parcel of land on the attached Tanjung Ocean View Subdivision Map of the Property, which TOV Subdivision Map may from time-to-time be modified at the sole discretion of the Developer, together with any other subdivided or to-be-subdivided parcel of land which may later be added to, annexed into, or otherwise created from any existing TOV lands, together with all Improvements located thereon.
14. Member: "Member" shall mean any person or entity holding membership rights in the Association.
15. Multi-Story Construction: "Multi-Story Construction" shall refer to Living Units or other Improvements which have more than one full-story (i.e. are not single-story). A full story typically has a minimum interior ceiling height of 8 feet (about 2.43 meters) and buildings of Multi-Story Construction, with higher ceilings, are often 10 feet in height (about 3.04 meters), or higher if higher interior spaces are desired.
16. Owner: "Owner" shall mean a person or entity, including Developer, holding a legal interest in any Lot on the Property.
17. Property: "Property" shall mean the existing TOV subdivision project in its entirety including any land later added by Annexation.
18. Re-Subdivided Lot: "Re-Subdivided Lot" shall mean any Lot created from the subdivision of an original Lot in TOV (which Lots are detailed on the attached TOV Subdivision

Map), into two or more new Lots. All Re-Subdivided Lots shall be equal to and similarly bound by these CC&Rs, and the term "Lot" shall also include any Re-Subdivided Lot.

19. Roadway: "Road" and "Roadway" shall mean the interior roads and those drivable portions of the bridges installed by the Developer, which roads are used for ingress and egress by Lot Owners in TOV.

20. Roadway Reserve Fund: "Roadway Reserve" shall mean the cash reserve funded by the Owners of Sold Lots for the purpose of repaving the Roadway.

21. Setbacks: "Setback" shall mean the minimum distance from any Sold Lot boundary or TOV Roadway within which distance no Improvement may be constructed. "Roadway Setback" shall mean the minimum distance required from the nearest boundary of any Road to the closest portion or element of any Improvement on or to that Sold Lot. "Side Setback" shall mean the minimum distance required from the nearest boundary of any Sold Lot which is not adjacent to a Road yet is adjacent to, or shared with, any other TOV Lot, to the closest portion or element of any Improvement on or to that Sold Lot. "Rear Setback" shall mean the boundary of any Sold Lot which is not a Roadway Setback or a Side Setback.

22. Single Family Residence: "Single Family Residence" shall mean a building used exclusively for single family residential occupancy and accessory uses, with one or more persons occupying the premises together as one family unit, and no more than a single kitchen. The term does not include two-family residences, multi-family residences, group homes, boarding houses, hotels, motels, tents, vehicles, or structures designed or used primarily for temporary occupancy or for occupancy by more than one family unit or by more than four (4) unrelated persons.

23. Sold Lot: "Sold Lot" shall mean any Lot or Re-subdivided Lot for which a purchase and sale offer has been made by a Buyer and accepted by the Developer pursuant to which any Due Diligence or other contingency in the purchase and sale offer, in favor of Buyer, has expired or otherwise been removed as a condition precedent to Buyer's Purchase of the Lot.

24. Split-Level Construction: A "Split-Level Home" (sometimes also called "double-level" or "tri-level" construction) refers to a style of building design in which floor levels are staggered. In tri-level construction, the main level, which often contains the front entry, is partway between the upper and lower floors with the upper and lower floors being less than a full story above or below the main level. Double-level construction refers to buildings with two different levels, each of which is less than a single-story in elevation below or above the other. Split-Level Construction is often employed on sloping lots to make the best use of the changes in the elevations of such lots.

25. Substantial Completion: The terms "Substantial Completion" and "Substantially Completed" shall refer to the portion of any Improvement completed at any point in time. Generally, these terms shall be used to indicate that 20% or more of the total construction of any Improvement has already been constructed by or for the benefit of any Owner. Notwithstanding the above, before the Turnover Date, the Developer alone shall decide whether or not Substantial Completion has occurred with respect to any Improvement. After the Turnover Date, the BOD shall make such determination at the sole discretion of the Board of Directors.

26. Tanjung Ocean View: "Tanjung Ocean View" or "TOV" shall mean one community or subdivision, including the Property, which Property may hereafter also include additional adjacent tracts or parcels of land, if any annexed or added by the Developer or the TOVOA, all of which together shall be subject to these TOV CC&Rs

27. Tanjung Ocean View Subdivision Map: "Tanjung Ocean View Subdivision Map" or "TOV Subdivision Map" shall mean the subdivision map created by the Developer which details the

location and boundaries of all Lots currently in TOV at the time the map was made. The TOV Map may be updated and modified by the Developer, at Developer's sole discretion or otherwise, as may be detailed in the provisions of these CC&Rs.

28. Turnover Date: "Turnover Date" shall mean December 31, 2016 or the date upon which the Developer has sold all Lots in the TOV development which the Developer intends to offer for sale, whichever occurs last.

29. Vacation Rental Unit: "Vacation Rental Unit" shall mean a residential building offering complete living facilities, with or without a kitchen, under one roof with a maximum of 4 bedrooms or sleeping areas and occupied by no more than 8 people, which unit is offered for lease, sublease, or other rental of residential property.

ARTICLE B DEVELOPMENT OF THE PROPERTY

1. Development. Developer may further divide or subdivide the Property and further develop any portion of the Property not already sold, and at Developer's sole option, sell or retain any portion of the Property free of the restrictions set forth in these CC&Rs.

2. Addition of Land. Developer shall have the authority to add other adjacent lands to the Property and award membership in the TOV Association to such adjacent land, and by doing so, Annex such other lands into the TOV development. Upon such addition and Annexation these CC&Rs and the obligations herein shall also apply to the Annexed land and all present and future owner's thereof in the same fashion and to the same extent as these CC&Rs apply to any Sold Lot or any Owner thereof.

3. Withdrawal of Land. Developer may reduce or withdraw any Lot or land from the TOV project, and upon such withdrawal, these CC&Rs and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to any withdrawn Lot or land. In order to withdraw lands from the Property hereunder, Developer shall only be required to modify the TOV Subdivision Map and give notice to the Association. Individual Owners are hereby made aware of such a possibility and waive right to oppose any such occurrence. This provision may not be amended or otherwise modified by any current or subsequent Board of Directors.

ARTICLE C GENERAL RESTRICTIONS

Each Owner shall strictly comply with the provisions of the CC&Rs as they may be amended from time to time. Failure to comply with the CC&Rs shall constitute a violation of the CC&Rs and shall give rise to a cause of action to recover sums due for damages, or injunctive relief, or both, by any aggrieved Owner or Owners, or by the BOD or the Developer. The Developer, for itself and its successors or assigns, reserves the right to enforce these CC&Rs, which reservation shall not create an obligation of any kind to enforce the same.

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

1. Animals and Household Pets. No animals, including pigs, hogs, donkeys, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet shall be housed or maintained on any Owner's Lot. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or other animal breeding operation shall be allowed.

2. Design Review. Prior to commencement of any construction, all Living Units or Vacation Rental Units and Improvements are subject to Design Review and approval by the Developer or by the TOV Board of Directors, as the case may require.

3. Drainage. There shall be no interference with the established Drainage Canals or drainage patterns over any part of the TOV development, except by Developer, unless adequate provision is made for such drainage with regard to protecting nearby properties and the larger TOV development. No Drainage Canal may be filled or obstructed or removed for any reason.

4. Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

5. Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has Design Review approval.

6. Maximum Number of Living Units. No more than two (2) Living Units may be constructed on any Sold Lot or any Re-Subdivided Lot if a Sold Lot is later subdivided as provided for in these CC&Rs.

7. Maintenance of Existing Trees. All Lot Owners shall make every reasonable effort to maintain the existing trees at TOV and shall use their best efforts to design and site Improvements so as to allow existing trees to remain on all Lots. No tree with a trunk girth greater than 4 inches in diameter at any point, shall be removed from the Property without prior Design Review or Developer approval. Prior to the Turnover Date, trees that block the view planes from, to or through surrounding properties may be moved or removed, at Developer's sole discretion. After the Turnover Date, this decision shall be made at the sole discretion of the TOV BOD.

8. Maintenance of Vacant Lots. All Sold Lots shall be maintained in good appearance and free of rubbish and debris. In the event any Sold Lot is not so maintained, the Association or the Developer, as the case may require, after due notice to the Property Owner specifying a period of time to correct the noncompliant condition, shall have the right to enter upon the Sold Lot for the purpose cleaning the Sold Lot or otherwise maintaining its good appearance, and any expense therefor shall be charged to and paid by the Owner of the Sold Lot.

9. No Warranty of Enforceability. While Developer has no reason to believe that any of the restrictive covenants or other terms and provisions contained in these CC&Rs are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Sold Lot in reliance upon one or more of such restrictive covenants, terms or provisions shall assume all risk of the validity and enforceability thereof and, by acquiring the Sold Lot, agrees to hold Developer and the BOD harmless from any issue arising therefrom.

10. Noise, Nuisance and Lateral Support. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or its occupants. No noxious or offensive activity or work shall be conducted upon any Sold Lot so as to impair the structural soundness or integrity of any Improvements on any other Sold Lot, or of the Sold Lot itself or any other Sold Lot in TOV, or which may be or may become an annoyance or nuisance to the neighborhood. Before the Turnover Date, the determination of whether such noise or nuisance exists, or whether any noxious or offensive activity or work has been conducted, shall be made at the sole

discretion of the Developer. After the Turnover date, such determination shall be made by the BOD exclusively.

11. Ocean and Valley View Planes Protection: To the greatest extent possible and practicable, all Sold Lots shall be developed in such a fashion as to preserve the ocean and other view planes of all nearby, adjacent and other TOV properties owned by other Owners whose views might otherwise be diminished or obstructed by development or construction on any other Lot. All Owners understand and acknowledge that the ocean, valley and other views prevalent at the TOV development are of significant value and benefit to the Owners of the respective Lots with such views, and further, that all TOV Owners have an affirmative overriding obligation to design and construct all Improvements, Living Units, Vacation Rental Units and other structures in such a fashion, design and location so as to minimize blockage of such views and view planes and to preserve as much as is reasonably practicable, the ocean and other view corridors from, at and through nearby and surrounding TOV properties owned by other Owners. Prior to the Turnover Date, in the event of any dispute or claimed violation of this provision, the Developer shall be the ultimate and sole arbitrator of such disputes and the decision of the Developer shall be binding on all Owners of TOV Property. After the Turnover Date, TOV BOD shall be the sole arbitrator of any such dispute and the decision of BOD alone shall likewise be binding on all Owners.

12. Parking. No mobile home, commercial vehicle, truck larger than a small non-commercial pickup truck or semi-trailer, shall be parked, placed, or erected on any Sold Lot at any time except for loading and unloading purposes. No travel trailers, boats or other recreational vehicles shall be parked on or near any Sold Lot so as to be visible from adjoining Property owned by others or on any public or private thoroughfares for more than forty-eight (48) hours. Boats, watercraft, campers or similar recreational vehicles may only be placed and kept or stored upon a Sold Lot containing a residence, and they must be placed no further forward than ten feet behind the front building line of the residence, with landscaping or a six foot screening fence so as to make the same not visible from the Road or any adjoining Lot.

13. Residential Use. All Sold Lots in TOV shall be used for residential purposes only, inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use. One private enclosed garage for not less than one car and not more than three cars shall be allowed on any Sold Lot. No Living Unit at TOV may be other than a Single Family Residence or a Vacation Rental Unit.

14. Rubbish and Debris. No rubbish and debris shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unreasonably unsanitary, unsightly, offensive or detrimental to any other Property or its occupants. Refuse, garbage, debris and trash shall be kept in covered containers within enclosed structures or appropriately screened from view so as not to be seen from the street or from any Lot owned by others. If, in the judgment of the Association, any rubbish or debris accumulates upon any Sold Lot in violation of this provision, the Association may remove the rubbish or debris, and charge the Owner of said Sold Lot for all fees incurred by the Association for removal of said rubbish or debris.

15. Signs. No signs of any kind shall be displayed to the public view on the Property except for "For Sale" signs not exceeding 2 square meters in size, or signs which are part of Developer's marketing of the Property.

16. Subdividing. After the date of the first sale of any Sold Lot by Developer, no Sold Lot shall be further divided or subdivided into a Re-Subdivided Lot if any existing or new Lot so created has a land area of less than one thousand (1,000) square meters (10 ares). No Re-Subdivided Lot of any size shall be created or offered for sale until after the Turnover Date, provided however that the Developer may at any time create or sell any number and size of additional Lots or Re-Subdivided Lots from any Property that is Developer owned and Developer may also convey to other parties easements or other interests less than the whole of any single Lot. Until the Turnover Date, Developer, at its sole discretion may except any Lot

or Re-Subdivided Lot from the restrictions imposed under this Subdividing paragraph. This provision may not be amended or otherwise modified by any current or subsequent Board of Directors.

17. Repair of Improvements. All Improvements upon the Property by any owner of any Sold Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

18. Storage of Heavy and Large Machinery, Equipment, Building and Other Materials. Except during the course of active construction, no heavy or large machinery or equipment of any kind, nor any construction or other such materials shall be placed, operated, maintained or stored upon any Sold Lot unless such equipment or material is stored in such a fashion as to be screened from view by from any roadways or any Lot owned by others. Heavy and large machinery, equipment or materials may be stored in sheds or separate structures provided such structures are not visible from any other Lot, which storage may be accomplished by installation of a six-foot high fence or a mature and well-maintained hedge row. Tarpaulins and similar materials shall not be considered acceptable screening. Notwithstanding the provisions of this paragraph, the Developer may maintain such machinery as the Developer may determine is necessary for Developer's work at TOV.

19. Temporary Structures. No tent, shack or other temporary building, Improvement or structure shall be placed upon the Property, except during the course of active construction, without the prior written approval of the Developer, provided however, that the Developer may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on the Property during any period of active construction. In all events, no temporary structure shall be placed on any Property owned by any other Owner without the prior written consent of that other Owner.

20. Tanks. No tanks for storage of fuel, oil, gas or other environmentally unsafe materials shall be allowed and no elevated tanks of any kind shall be erected, placed or permitted on any Sold Lot. All tanks, except those used for storage of water to be used for domestic purposes at an Owner's Sold Lot, shall be at ground level with enclosures made of attractive materials or be screened with fencing or shrubs so as not to be visible from any other portion of the Property or from other Lots. The aforementioned water storage tanks shall be kept in enclosures or otherwise screened from view by other Sold Lot Owners.

21. Unightly Articles and Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure, and such items shall be kept, parked, stored or maintained on other portions of a Sold Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots and roads.

22. Installation of Electric Facilities. All Sold Lot Owners understand and agree that it is the sole responsibility of each Owner to manage and pay for the cost of installing electricity for, to and within any Sold Lot owned by Owner. All Electricity Facilities, except those installed by the Developer before the Turnover Date, or by the TOV BOD after the Turnover Date, shall be installed in accordance with the following provisions:

- a. Prior to the Turnover Date, if any Owner wishes to install any Electric Facility, such Owner shall first notify Developer in writing, either by letter hand delivered to Developer, or by email to TanjungOceanView@gmail.com, advising of Owner's desire to install or have installed any Electric Facility. Said notice ("Electric Notice") shall include a description of the desired installation and shall be deemed given only upon Owner's receipt of Developer's written acknowledgement of the receipt of Owner's Electric Notice. After the Turnover Date, the Electric Notice shall be delivered in the same fashion, to the TOV BOD and the Electric Notice shall be deemed given when acknowledged in writing by the TOV BOD.

- b. Electric Facilities installed by any party, including the TOV BOD, shall only be installed in a neat and safe fashion. Wood and bamboo or other non-permanent materials shall not be used to support cables.
- c. Prior to the Turnover Date, Electric Facilities may not be installed on, over or through any property not owned by the Owner installing or causing to be installed, any Electric Facility, without the prior written approval of the Developer. After the Turnover Date approval for same shall be granted by the TOV BOD, at their sole discretion and in writing.
- d. After approval by the BOD or Developer, as the case may require, Electric Facilities must be ordered from, approved, and installed by PLN, the Indonesian government electric company or by a PLN approved contractor.

23. No Trade or Business Activity: No trade, business activity, profession or any other type of commercial activity shall be permitted on or upon any Sold Lot that requires or results in any increased vehicular traffic within TOV other than by residents, or which involves persons coming to the Property in groups, or on more than an occasional basis: or that might result in any noticeable sound, smell or level of activity which is in any manner objectionable to other residents. Residents may conduct business from their living unit as long as the primary use of the living unit remains that of a Single Family Residence or a Vacation Rental Unit and the business activity is not evident from the exterior.

24. Use and Maintenance of TOV Roads: For the period of time that the Roads at TOV remain the property of the Developer or the TOVOA, all TOV Roads shall be used exclusively for access to and from TOV Lots and no access to other properties shall be allowed by way of any TOV Road or portion thereof. TOV Roads shall be maintained by the Developer or the TOVOA, as the case may be, using Maintenance Fund monies, provided that such funds are sufficient to pay the costs of any required road maintenance. The obligation of the Developer and/or the TOVOA to maintain any TOV Road shall cease for any road which has become a public road which is no longer privately owned.

25. Owner Damage to TOV Roads: Any damage to any TOV Roadway or any portion thereof, caused directly or indirectly by any Owner, shall be repaired at that Owner's expense, under the direction, and to the standards of the Developer, or if after the Turnover Date, under the direction and to the standards of the TOVOA. Owners shall be responsible for any such damage caused by contractors, sub-contractors or others operating for the benefit or on behalf of that Owner. All expenses for such repairs shall be an Assessment against the Owner causing or responsible for such damage.

ARTICLE D BUILDING RESTRICTIONS

The restrictions and requirements detailed in this Article, as with all provisions of these CC&Rs, are and shall be imposed on all present or future Owners of any TOV Sold Lot:

1. Building Height. No Living Unit or Improvement greater than nine (9) meters in height may be constructed on any Sold Lot. For the purposes of this paragraph, height shall be measured from the lowest elevation of the foundation of any Improvement or Living Unit to the highest point or top of any part of the structure.

2. Building Setbacks. The minimum Rear Setback for all Sold Lots shall be 2 meters. Roadway and Side Setbacks for Sold Lots are detailed in the "Table of Roadway and Side Setbacks" attached hereto and incorporated herein by reference, which table shall be updated for any new Lot created at, or annexed into the TOV development, and may otherwise be amended at Developer's sole discretion. In the event that any Improvement on any Sold Lot is Substantially Completed in accordance with the Setbacks detailed in any CC&Rs duly in effect at the time of the sale of that Sold Lot to the current owner of such Sold Lot,

and such then existing setbacks are later changed or amended so as to be more restrictive, then such Improvement may be deemed by the Developer, at Developer's sole discretion, as being in accordance with the newer CC&Rs, notwithstanding that any later amendment to the CC&Rs may provide different Setbacks for any particular Lot. Building Setbacks may be modified, on a case by case basis, with the written approval of the Developer, or if after the Turnover Date, by the Board of Directors. Notwithstanding any provision to the contrary in these CC&Rs, Building Setbacks shall not apply to any landscaping, driveways or Roadway retaining walls, provided that such retaining walls are no higher in elevation than the Road the retaining wall is designed to retain

3. Completion of Construction: All construction shall be completed within 12 months from the date of commencement. If the construction is not completed within said twelve-month period, the Developer, or the Association, as the case may require, at its option, may impose a five hundred thousand rupiah (Rp500.000) fine per day after a thirty (30) day written notice to Owner. After ninety (90) days written notice to Owner, the Association or the Developer, at their discretion and as the case may require, in addition to imposing the fine, may also either complete construction of the Improvement or demolish any partially completed Improvement, and impose a lien on the Sold Lot for the cost of completion of construction or demolition and any fine assessed against the Owner of the Sold Lot.

4. Construction of Improvements. No Improvement shall hereafter be constructed upon any TOV Property which does not strictly comply with the provisions of these CC&Rs. Any violation of this covenant shall be enforceable by civil and other action, including but not limited to injunctive relief against the Owner of any Sold Lot with a non-conforming Improvement or structure. The cost of enforcement of this provision of the CC&Rs shall be paid by the offending Owner, including but not limited to the cost of any litigation against such Owner, which cost, if unpaid by the Owner as and when incurred, shall constitute a lien against that Property and Owner.

5. Design Review. Before the Turnover Date and prior to the commencement of any Improvement, all Improvements must first be approved in writing by the Developer. After the Turnover Date, prior to the commencement of any Improvements, all Improvements must first be approved by the Board of Directors. Notwithstanding any provision to the contrary in these CC&Rs, the Developer or the BOD, as the case requires, shall have the final say as to whether or not any Improvement is approved for construction.

6. General Design Review Guidelines. The following general guidelines will be used for the review and approval or disapproval of any proposed Improvement:

- a. View Plane Protection: Every effort must be made to design and site all Improvements so as to protect the view planes, especially views towards the ocean, from every portion of all Sold Lots in TOV owned by others. This is one of the primary, overriding requirements and considerations for Design Review approval
- b. Roof Height Lower Than Highest Sold Lot Elevation: Wherever possible, the highest elevation of any Improvement or landscaping, especially on sloping Sold Lots with total slope of 9 meters or more, shall be lower than the height of highest elevation on that Sold Lot, regardless of the total or maximum height or elevation of any Improvement. The greater the slope and greater the drop in elevation from the top of any Sold Lot to the bottom of that Sold Lot, the stronger and more important this requirement and its enforcement shall be.
- c. Single Story Construction Encouraged: Every effort should be made by Owners to design and construct single-level Improvements, Vacation Rental Units and Living Units, especially on Lots with little grade (i.e. those with relatively small total elevation change

from the bottom to the top of Lot) and/or those whose building envelopes are either close to the elevation, or in the view plane, of other nearby Lots owned by other Owners.

- d. **Multi-Story Construction Discouraged:** Multi-Story Construction is discouraged. Single level construction of Living Units and other Improvements is strongly preferred and shall be given preference over Multi-Story Construction. Homes with more than one level, if constructed in Split-Level Construction style are preferred to Multi-Story Construction as their overall height (given the same floor-space and/or number of levels) is typically lower.
- e. **Total Height of Improvements:** Plans with a total Improvement height of less than 9 meters are strongly preferred and encouraged, especially on Sold Lots with lesser slopes. On Sold Lots with total slopes of less than 9 meters, structures lower than 9 meters total height should be built.
- f. **Siting of Improvements:** All other design elements being the same, preference shall be given to Improvements built in the middle of any Sold Lot rather than those sited at the boundary of the required Setbacks for that Sold Lot. Notwithstanding the generality of the above, Owners are strongly urged to site all improvements at such locations which most minimize view obstructions at or to other Lots.
- g. **Trees and landscaping that at maturity may later block view planes of Lots owned by others shall not be allowed.**
- h. **Materials & Colors:** The use of materials and color pallets that blend with the surrounding environment is encouraged.
- i. **General Appearance:** The TOV project is designed for upscale housing and all of the houses designed and/or under construction as of this writing represent significant investments by their owners, over and above the cost of land. In fact, the majority of the houses which will be built at TOV will cost their owners many times the cost of their underlying Lot. Accordingly, one of the primary purposes of the Design Review process is to safeguard these Owners' investments by insuring that all houses built at TOV are designed and constructed to these same high standards and do not diminish the value of the Lots or property of others at TOV.

7. **Flat Roofs Required:** In order to minimize obstruction of views from neighboring Lots, flat roofs, with minimal pitch, are required for all Living Units and roofed Improvements.

8. **Submission of Building & Landscaping Plans:** Design Review shall commence only after a complete set of landscaping and building plans have been submitted for the Design Review of any proposed Improvement. At the minimum, such plans shall include fully dimensioned elevations (side views) and floor plans (top views) of all proposed Improvements and landscaping, together with the botanical names of all trees or shrubs or other plants which may grow higher than 2 meters in height, or may otherwise compromise or diminish the valley or ocean view planes of any other Owners' Lot in the TOV development. Before the Turnover Date, such plans shall be submitted to Developer for approval. After the Turnover Date plans shall be submitted to the TOVOA.

9. **Minimum Building Sizes:** The minimum building size for any Single Family Residence shall be 100 square meters under roof. The minimum building size for any Vacation Rental Unit shall be 80 square meters under roof. For the purpose of computing minimum building size, "under roof" shall be deemed to mean the total number of square meters of the living area of the Improvement as measured from the exterior of all the roofed living areas within the Improvement, not including garages, decks, terraces, covered walkways or any area which Design Review deems not to be a living area.

10. Exception: Lot 13, because it is both the largest Lot in TOV (approximately 8 times the size of the smallest TOV Lot, and it is located above all other TOV Lots), shall not, during the term of Developer's ownership of said Lot, be subject to any restrictions regarding Design Review, Building Height or construction, or maximum number of Units allowed on that Lot.

ARTICLE E
TANJUNG OCEAN VIEW OWNERS ASSOCIATION

1. Membership. Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the Property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the Property interest.

2. Board of Directors. Until the Turnover Date, the Developer shall have the exclusive right to appoint the Board of Directors and may appoint such number of Directors and persons as the Developer believes may be needed to manage the affairs of the Board. After the Turnover Date, the BOD shall consist of 3 persons, whom the Association shall elect by popular vote, with the nominated individual Owners receiving the three highest vote counts being deemed elected to the BOD. Nominations may be made by any Owner. Each Director shall serve without compensation for one or more successive two year periods.

3. Voting Rights. The right to cast votes for any election of the BOD, and the number of votes which may be cast for election of the Board of Directors shall be calculated as follows: The Owner of each Lot within the Property, whether one or more (including Developer), shall have one (1) vote for each Lot owned.

4. Powers and Authority of the Association. The Association shall have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it, or otherwise needed to enforce these CC&Rs. Without in any way limiting the generality of the preceding sentence, The Association, and the Board of Directors acting on behalf of the Association, shall be responsible for the operation and maintenance of TOV and for the enforcement of the provisions of these CC&Rs. The Association, through the BOD, shall have the following powers and authority at all times:

- A. Bookkeeping. To keep books and records of the Association's affairs, expenses and income. Before the Turnover Date the Developer shall have no obligation to provide any detailed accounting or financial records to any Owner. Notwithstanding the above, Developer, at Developer's sole option and to the extent and in the manner deemed advisable by Developer, may provide or provide access to such books and records. After the Turnover Date,
- B. Assessments. To levy Assessments and create liens as provided for in these CC&Rs. Assessments shall also be issued for the maintenance and repair of the Roadways, Drainage Canals and any common areas owned by the Association or Developer.
- C. Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, at reasonable times and in a reasonable manner, without being liable to any Owner, into upon any Sold Lot and into any Improvement thereon for the purpose of enforcing the TOV CC&Rs.
- D. Right of Access, Ingress & Egress. To travel upon or across any Sold Lot, at any time and without limitation or liability of the Association to any Owner, if such access is needed to maintain or improve the TOV development, provided that the Association's rights of

access, ingress and egress as provided for herein shall be subject to approval of the owner of the Lot to be accessed if and only if Substantial Completion of a Living Unit or a Single Family Residence has already occurred. Approval shall be deemed given if a written request for access has been sent to the Owner of the Property and no response has been received by the Association within 72 hours of the sending of such request.

E. Enforcement Actions. In its own name and on its own behalf, or on behalf of any Lot Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the TOV CC&Rs. The Association is also authorized to settle claims, enforce levies and liens and take all actions it may deem necessary pursuant to such enforcement. The actions of the Association upon learning of a violation shall be as follows:

- i. The Association shall issue to the Sold Lot Owner a written notice by mail, by email, or by posting on the Sold Lot, requesting that the Sold Lot Owner cure any violation and advising the Sold Lot Owner that a fine will be assessed if the violation is not cured within 30 days of the sending or posting of the notice, and that the Owner's Sold Lot may be subject to the levying of a lien for such fine (the "Notice Of Violation"), together with any costs expended by the Association for notice, investigation, attorney's fees and costs, court costs and curative actions the Association may take, including but not limited to demolition and storage costs for any construction or items placed on a Sold Lot, or the repair of any Common Area with respect to any violation of these CC&Rs.
- ii. Should the violation not be cured within 30 days of the issuing by the Association of said Notice Of Violation, a fine shall automatically be levied against the Owner and the Sold Lot, which levy may immediately begin to accrue interest, which shall continue until the violation is cured. The amount of the fine at the time of filling these CC&Rs shall vary from Rp 500,000 to Rp 100,000 per day based on the severity of the violation as determined by the Developer or the Association, as the case may require. This amount may be increased by action of the Board if the Directors feel such increase is necessary.
- iii. If, despite the assessment and levy of a fine, no cure has occurred, then the Association, or the Developer, as the case may require, has the authority to cure any violation through whatever means it deems necessary and the expenses thereof shall also be chargeable to the Owner of the Sold Lot on which, or in connection with which the violation has occurred. Said expenses shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with the curing of any violation, then the funds so expended shall become an Assessment upon the Sold Lot, enforceable as provided herein for any unpaid Assessments levied or lien against such Owner and the Owner's Sold Lot.

F. Legal and Accounting Services. To retain and pay for legal and accounting services deemed necessary or proper by the Developer or if after the Turnover Date, the TOVOA for the operation of the Association and enforcement of the CC&Rs.

G. Employees. To engage such employees as may be reasonably necessary in the management or protection of the TOV project or the Association and the performance of its duties.

H. Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair Roadways, Bridges, Drainage Canals and the areas adjacent to same together

with any Common Areas and entry ways. The Association shall bear ultimate responsibility for the maintenance, operation and repair of all Drainage Canals, bridges and Roadways unless the damage to same is caused directly or indirectly by any Owner, in which event it shall be such Owner's responsibility.

I. Common Areas. Subject to and in accordance with these CC&Rs, the Association, acting through the Board, shall have the following duties:

- i. To accept, own, operate and maintain any Common Area which may be acquired or constructed at TOV or which is conveyed or leased to it by Developer or others, together with any Improvements of any kind located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Developer or others; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, whether by Developer or by other persons.
- ii. To pay all real and other property related taxes and expenses or assessments levied upon any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association.
- iii. To pay any other cost legitimately assessed against, or owed by the TOV project or the BOD or the TOVOA.

J. Additional Power and Authority. In addition to other powers and authority of the Association set forth in these CC&Rs and any future amendments as related thereto, the Association, acting through the Board, shall have the power and authority to:

- i. Grant and convey portions of Association property, including but not limited to a fee title, leasehold estate, easement, or right-of-way, to any person or entity for the purpose of constructing, erecting, operating or maintaining any TOV roads, streets, walks, driveways, trails and paths; lines, cables, wires, conduits, pipelines or any other means or systems of providing utilities to or at TOV or any TOV Common Area or parkway or recreational facility or structure.
- ii. Pay for any water, sewer, electricity, garbage removal, landscaping, gardening and other utilities, services and maintenance costs for any property used by or for the benefit of the Association.
- iii. Pay for security staff wages and any other expenses relating to the provision of security services or activities undertaken to protect the TOV development or its' Owners, the Property, or any Improvement thereon.
- iv. Pay for any other services deemed necessary by the Developer or otherwise necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to pay for pursuant to any valid laws or rules which apply to TOV in accordance with the terms of these CC&Rs.

K. Indemnification. The Association and all Owners, both collectively and individually, shall indemnify the Developer and any current or past BOD Director, officer, or member of any committee appointed by or working for the Board, who is threatened to be or who has been made a named defendant or respondent in any pending or completed action, suit or

proceeding, whether civil, criminal, administrative, arbitration, or investigation commenced against such person by reason of the fact that such person is or was the Developer or a Director, officer or member of a committee or representative of the Association, if such person acted pursuant to any TOV BOD activity expressly sanctioned by the BOD. This indemnification shall further indemnify Developer and said directors, officers and any BOD committee members against all judgments, penalties fines, settlements, and reasonable expenses actually incurred by such parties in connection with any such legitimate BOD sanction action.

ARTICLE F ASSESSMENTS

1. Levies and Liens. The Association, through the BOD, may levy Assessments and lien them against each Sold Lot whether or not any Improvements have been made thereon. The level of Assessments shall be equal and uniform between all Sold Lots. Each unpaid Assessment together with interest thereon, at a rate of interest approved by the TOVOA and the costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Sold Lot against which the Assessment falls due, and shall become a lien against each such Sold Lot and all Improvements thereon owned by the liened or levied Owner. The Association may enforce payment of such Assessments, levies and liens in accordance with the provisions of the CC&Rs.

2. Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association by Sold Lot Owners, from which disbursements shall be made in performing the functions of the Association under these CC&Rs. The funds of the Association must be used solely for purposes authorized by the CC&Rs, including but not limited to maintenance and repair of TOV Roads and Drainage Canals, security services for the TOV project, electricity and utility expenses if any incurred on account of the TOV project, any Common Area, and other expenses as authorized by the Developer or the Homeowner's Association, as the case may require. In addition to funds needed for the disbursements made or to be made in performing the functions of the Association, the Maintenance Fund shall also include an amount necessary to repave the Roadways. With regard to the amount to be Assessed for roadway maintenance and improvement, exclusive of other ongoing cost allocable to the TOVOA, the determination of the amount of each Annual Assessment assessed each Owner for this purpose shall be computed as follows:

- a. The Association shall first estimate the remaining useful life of the existing Roadway.
- b. The Association shall next estimate the cost of repaving the Roadways.
- c. The Association shall then determine the total annual amount needed to be paid into Roadway Reserve Fund (the "Annual Roadway Reserve") by dividing the total estimated cost of repaving the Roadways by the number of years remaining before Road repaving is projected to be needed (i.e. the remaining useful life in years).
- d. Finally, the Association shall divide the Annual Roadway Reserve by the total number of existing Sold Lots, to determine the amount each Sold Lot Owner must pay per year as that owner's annual contribution toward the Road Reserve Fund.

3. Annual Assessments. Prior to the beginning of each fiscal year or as soon thereafter as is practicable in the BOD's sole determination, the Board shall estimate the expenses to be incurred by the Association in performing its functions under these CC&Rs for the coming year, including but not limited to the estimated amount of the Maintenance Fund, the cost of enforcing the TOV CC&Rs, Maintenance Fund and replacement reserves together with a reasonable provision for contingencies and other expenses,

less the sum or any expected income and any surplus from the prior year's funds. After such estimate is completed by the BOD, Assessments sufficient to pay such estimated expenses shall be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such Annual Assessments shall be due and payable to the Association at the beginning of the fiscal year or in such other manner or at such other time as the Board may designate in its sole discretion. After the Turnover Date it is important that the members participate in the determination of Annual Assessments as the Developer shall not be held accountable to the Association after the Turnover Date for any perceived reserve deficiencies in the Annual Assessment.

4. Special Assessments. In addition to the Annual Assessments provided for above, the Board may levy Special Assessments whenever, in the opinion of the Board, such are necessary to enable the Board to carry out the functions of the Association under the TOV CC&Rs. The amount and due date of any special Assessments shall be at the reasonable sole discretion of the Developer or the Board, as the case may require.

5. Owner's Personal Obligation to Pay Assessments. Any Annual and/or Special Assessment provided for in these CC&Rs shall be the personal and individual debt of the Owner of any Sold Lot covered by such assessments. No Owner of a Sold Lot may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Sold Lot shall be deemed to be in violation of the CC&Rs and obligated to pay interest at the highest rate allowed by any applicable usury laws then in effect, if any, on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1 1/2 % per month), together with all other costs provided for herein and expenses of collection, including reasonable attorney's fees.

6. Assessment Lien and Foreclosure. Failure to pay any Assessment due shall constitute a violation of the CC&Rs. All Assessments made or due in the manner provided in these CC&Rs which are not paid, together with any interest if provided for in the CC&Rs, and any cost of collection or enforcement thereof, shall become a continuing lien and charge on the Sold Lot covered by such Assessment and shall bind the Owner of said Sold Lot together with any Sold Lot Owner's heirs, devisees, personal representatives, successors or assigns. To evidence an Assessment lien, the Association may prepare a written notice of any Assessment lien setting forth the reason for such Assessment and levying of such lien, the amount of the unpaid indebtedness, the name of the Owner of the Sold Lot covered by such lien, and a description of the Sold Lot, whereupon such lien for non-payment of any Assessment shall attach to the Property on the date such payment became delinquent, whereupon further, it may be enforced subsequently by way of foreclosure on the defaulting Owner's Sold Lot by the Association or the Developer, as the case may require, in a like manner as a mortgage on real property, or the foreclosure of the aforesaid lien judicially or as otherwise provided under Indonesian law. In any foreclosure proceeding the Sold Lot Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease mortgage, convey or otherwise deal with the same.

7. Attorney's Fees and Costs of Enforcement: Reasonable attorneys' fees incurred by the Association or the Developer, or any agent thereof, in the collection of any unpaid Assessment or the enforcement of any lien (including attorneys' fees in connection with any judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the Developer or the Association or its agents, of taxes and payments on account of superior liens, or encumbrances that may be required to be advanced by the Association of the Developer or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and secured by the Association's lien.

8. Fiscal Year. The Fiscal Year of the Owners Association shall be January 1 through December 31 of each year.

ARTICLE G
MISCELLANEOUS

1. Term of CC&Rs. These CC&Rs, including all of the covenants, conditions, and restrictions hereof, shall run with and bind the land until ten (10) years past the date of the last sale of Property in TOV, unless amended as herein provided. After such time, these CC&Rs, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the TOV development which are then subject to these CC&Rs.

2. Assignment by Developer. Notwithstanding any provision in these CC&Rs to the contrary, Developer may assign, in whole or in part, any of its privileges, exemptions, rights and duties under these CC&Rs to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions rights, and duties hereunder. Any such assignment of the rights of Developer must be expressly set forth in writing and the mere conveyance of a portion of the Property without the written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights of Developer in the CC&Rs or otherwise. This provision may not be amended or changed by any later BOD action.

3. Dissolution. Upon termination of these CC&Rs, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, any remaining assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

4. Amendment of CC&Rs:

A. By Developer. The Developer, at Developer's sole discretion, at any time and without notice, may amend these CC&Rs until the Turnover Date. Until the Turnover Date, a copy of the most current CC&Rs shall be available for inspection at the office of the Developer in Kuta, Lombok.

B. By Owners. After the Turnover Date, these CC&Rs may be amended by approval of those Owners entitled to cast at least seventy five percent (75%) of the number of votes entitled to be cast pursuant to any and all sections hereof which pertain to said matters. After the Turnover Date, the BOD shall send by email, to every Owner, either a copy of any amendments to the CC&Rs or the then current version of the CC&Rs in their entirety.

5. Interpretation. The provisions of these CC&Rs shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the TOV subdivision and promoting and implementing the fundamental concepts of the TOV project as set forth in these CC&Rs. These CC&Rs shall be construed and governed under the laws of the Republic of Indonesia.

6. Enforcement and Non-waiver. Right of Enforcement. Except if provided otherwise in these CC&Rs, the Developer and/or the Board shall have the right to enforce any provision of these CC&Rs. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision. The failure to enforce any provision of the TOV CC&Rs at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the CC&Rs.

7. Liens. The Association and/or the Developer shall have the right, when appropriate in their sole judgment, to claim or impose a lien upon any Sold Lot or Improvement constructed thereon in order to enforce any right or effect compliance with these CC&Rs.

8. Document Construction:

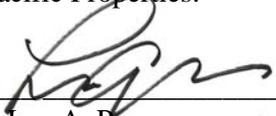
- C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall all include each other.
- D. Captions. All captions and titles used in these CC&Rs are intended solely for convenience of reference and shall not define, enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.
- E. Deadlines on Business Day. If any deadline in these CC&Rs should fall on a Saturday, Sunday or an Indonesia federal holiday, such deadline shall automatically be extended to the next business day.
- F. Choice of Law Jurisdiction and Government. These CC&Rs shall be construed in accordance with the laws of the Republic of Indonesia and the provisions of this PSA, and the obligations arising hereunder, shall also be governed in all respects in accordance with the laws of the Republic of Indonesia.
- G. Severability of Terms and Provisions. If any provision of these CC&Rs or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the provisions of these CC&Rs (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of these CC&Rs shall be valid and enforceable to the fullest extent permitted by law. The terms and provisions of these CC&Rs shall be deemed independent and severable and the invalidity or partial invalidity of any provision or term or portion thereof shall not affect the validity or enforceability of any other provision or term or portion thereof. Likewise, any illegality, invalidity, or unenforceability of any provision of these CC&Rs under present or future laws shall not affect the other provisions of these CC&Rs, which shall remain in full force and effect, and these CC&Rs shall be construed as if such illegal, invalid, or unenforceable provision had never comprised a part of these CC&Rs. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be automatically added to these CC&Rs a provision which is similar in terms and application to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- H. Disputes. Before the Turnover Date, matters of dispute or disagreement between Owners, or any Owner and the Association with respect to the interpretation or application of any provision of these CC&Rs or any Bylaws shall be resolved and determined by the Developer, whose determination shall be final and binding upon all Owners. After the Turnover Date the BOD shall resolve such matters at its sole discretion.
- I. Corrections and Revisions. Notwithstanding anything to the contrary contained herein, during the first ten year term of these CC&Rs, the Developer shall have the exclusive and unilateral right to amend the CC&Rs, in order to correct any typographical errors and to make other revisions which do not negatively and adversely affect the rights or obligations of any other Owner.
- J. Actions Against Developer. The Association and its Owners agree to indemnify and hold harmless the Developer and Lee Pappernow and they shall not institute any legal proceeding against said parties with regard to any matter relating directly or indirectly to the TOV development, or its acquisition, ownership, sale, construction or management.

Notwithstanding any provision to the contrary in these CC&Rs, this provision may not be later amended by the Homeowner's Association.

K. English Language Prevails. These CC&Rs are originally created in the English language text which shall be the governing language in the event any conflict between any court appointed or other translation into Bahasa Indonesia or any other language, despite any translation into any other language(s).

IN WITNESS WHEREOF, Developer has executed these CC&Rs as of this 29th day of December, 2015.

Indo Pacific Properties:

By: 
Lee A. Pappernow

IN WITNESS WHEREOF, Buyer and Seller and/or Buyer's/Seller's Nominee(s), if any used in the acquisition or sale of any TOV Property, have all received, read, approved of these CC&Rs and agree to abide by all of the terms and condition of these TOV CC&Rs:

Buyer:

By:
Date: _____

Buyer's Nominee:

By:
Date: _____

Seller:

By: Indra Suhada
Date:

Seller's Nominee:

By: Indra Suhada
Date:

Developer:



By: Lee Pappernow
Date: 16 07-31

Notary:

By:

Date: _____

Witness:

By:

Date: _____

Witness:

By:

Date: _____

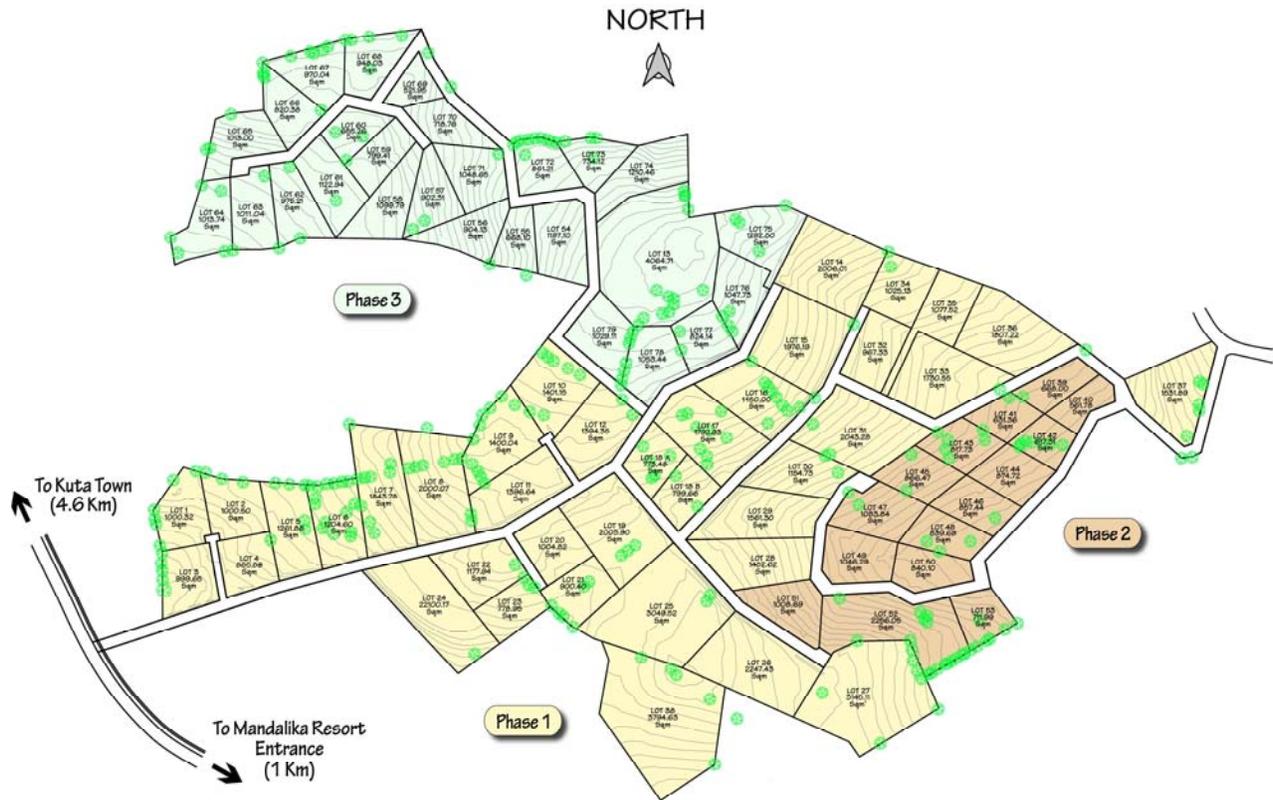
TABLE OF SETBACKS

The following Setbacks Table details the minimum required setbacks in accordance with the CC&Rs.

Lot Number	Roadway Setback (Meters)	Side Setback (Meters)
1	2	2
2	2	2
3	2	2
4	2	2
5	4	2
6	4	3
7	4	3
8	4	3
9	3	3
10	3	3
11	3	3
12	3	3
13	4	3
14	4	3
15	4	3
16	4	3
17	4	3
18 A	3	3
18 B	3	3
19	3	3
20	2	2
21	2	2
22	3	2
23	2	2
24	4	3
25	4	3
26	4	3
27	4	3
28	4	3
29 A	4	3
29 B	4	3
30	4	3
31	4	3
32	3	2
33	4	3
34	3	2
35	3	2
36	4	3
37	3	3
38	3	0
39	2	2
40	2	2
41	2	2

42	2	2
43	2	2
44	2	2
45	2	2
46	2	2
47	2	2
48	2	2
49	2	2
50	2	2
51	2	2
52	2	2
53	2	2
54	2	2
55	2	2
56	2	2
57	2	2
58	2	2
59	2	2
60	2	2
61	2	2
62	2	2
63	2	2
64	2	2
65	2	2
66	2	2
67	2	2
68	2	2
69	2	2
70	2	2
71	2	2
72	2	2
73	2	2
74	2	2
75	2	2
76	2	2
77	2	2
78	2	2
79	2	2

Tanjung Ocean View Subdivision Map



Tanjung Ocean View Development
Phases Map - November 15, 2014