

**THE PREFECTURE ON THE MANAGEMENT OF COMMON BUILDINGS AND RELATED
ISSUES OF 2022**

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THE 2022 LAW ON THE MANAGEMENT OF COMMON BUILDINGS AND RELATED ISSUES

PART I: INTRODUCTORY PROVISIONS

Concise title

1. This Law will be referred to as the Law on the Management of Shared Buildings and Related Issues. 2022.

Interpretation.

2 . In this Law, unless a different meaning emerges from the text -

Chapter 224.
 A3 / 1960
 78 του 1965
 10 of 1966
 75 του 1968
 51 of 1971
 2 of 1978
 16 of 1980
 23 of 1982
 68 of 1984
 82 of 1984
 86 of 1985
 189 of 1986
 12 of 1987
 74 of 1988
 117 of 1988
 43 of 1990
 65 of 1990
 30 (I) of 1992
 90 (I) of 1992
 6 (I) of 1993
 58 (I) of 1994
 40 (I) of 1996
 ANAK.2331
 31 (I) of 1998
 144 (I) of 1999
 123 (I) of 2001
 57 (I) of 2005
 5 (I) of 2006
 55 (I) of 2006
 136 (I) of 2006
 120 (I) of 2007
 121 (I) of 2007
 150 (I) of 2007
 165 (I) of 2007
 27 (I) of 2010
 61 (I) of 2010
 82 (I) of 2010
 83 (I) of 2010
 48 (I) of 2011
 45 (I) of 2012
 155 (I) of 2013

"value general assessment » he's got the importance where shows in condition this article 2 of the Law on Real Estate (Possession, Registration and Valuation), Chapter 224 as it is amended or replaced from time to time;

110 (I) του 2014
178 (I) of 2014
180 (I) of 2014
41 (I) του 2015
48 (I) of 2015
54 (I) of 2015
15 (I) of 2016
66 (I) of 2016
67 (I) of 2016
32 (I) of 2017
138 (I) of 2017
139 (I) of 2017
71 (I) of 2018
78 (I) of 2018
79 (I) of 2018
42 (I) of 2019
43 (I) of 2019
145 (I) of 2019.

Chapter 96 L.35
(I) / 1999 14/1959
67/1963
6/1964
65/1964
12/1969
38/1969
13/1974
28/1974
24/1978
25/1979
80/1982
15/1983
9/1986
115/1986
199/1986
53/1987
87/1987
316/1987
108/1988
243/1988
122/1990
97 (I) / 1992
45 (I) / 1994
14 (I) / 1996
52 (I) / 1996
ANAK.5062 37 (I)
/ 1997
72 (I) / 1997
71 (I) / 1998
35 (I) / 1999
61 (I) / 1999
81 (I) / 1999
57 (I) / 2000
66 (I) / 2000
73 (I) / 2000
126 (I) / 2000
157 (I) / 2000
26 (I) / 2002
33 (I) / 2002
202 (I) / 2002
101 (I) / 2006

"Competent Authority or competent building authority" means the authority responsible for issuing the necessary building permit within the area or administrative district in respect of which it is established or appointed either under the provisions of paragraph (2) of Article 3 of on the Regulation of Roads and Buildings of a Law as amended or replaced from time to time, or as it is established or appointed or differentiated by any other legislation;

21 (I) / 2008
32 (I) / 2008
47 (I) / 2011
77 (I) / 2011
131 (I) / 2011
152 (I) / 2011
34 (I) / 2012
149 (I) / 2012
66 (I) / 2013
40 (I) / 2015
19 (I) / 2016
111 (I) / 2017
143 (I) / 2017
143 (I) / 2018
17 (I) / 2019.

L.38 (I) /
2016 L.88 (I)
/ 2017 L.155
(I) / 2018

"Insurer" means an insurance company which by virtue of approx Exercise of Insurance and Reinsurance Work and Other related issues of Law or any other Law amending it, can to conducts insurance tasks in Cypriot

Democracy in the industry related to the imposed insurance coverage obligation;

Law 159 (I) / 2012

"Mediation" has the meaning given to it in the Law on Certain Matters of Mediation in Civil Disputes;

"Management Committee" means the management committee established and acting under the provisions of this Law;

"Court" means a Court which exercises civil jurisdiction other than as provided for in this Court;

"Registered" together with the grammatical variants and related expressions of this term, means registered in the Real Estate Register kept by the provisions of the Law on Real Estate (Ownership, Registration and Valuation), and includes the share in the property;

"Internal Regulations" means the Internal Regulations that they can the owners of common owner construction to draw up and implement, for the management and operation of the common building;

"Owner" means the owner of the unit and / or the owner of a common building;

"Regulations" means the Regulations adopted by the Council of Ministers pursuant to Articles 6, 8, 14 and 35;

"Co-owned property" means any part of a co-owned building which is not registered as a unit;

"Common building" has the meaning that it attaches to this term article 38B of about Real estate Property (Occupation, Sign up and Assessment) of Law, as it is amended or replaced from time to time and includes:

- (i) all buildings that have obtained a building permit, division permit, building permit certificate (approval certificate, certificate with notes or certificate of unauthorized works), under the Law on Regulation of Roads and Buildings, regardless of whether they are registered in the real estate register, and
- (ii) the buildings that have been registered in the real estate register before the entry into force of the Property Property (Ownership, Registration and Valuation) (Amending) Law of 1993, ie 12 February 1993;

6 (I) of 1993

"Communal" means the amount charged to each owner of a condominium for the expenses required for the repair and maintenance of the condominium construction

"Real estate register" means the Register kept in accordance with the provisions of Article 51 of the Law on Real Estate (Possession, Registration and Valuation) and includes a computerized Register;

"Unit owner" means the person registered in the estate register as owner unit with special registration certificate, according to the provisions of Part II of the Law on Real Estate (Possession, Registration and Valuation), as amended or replaced, or the person entitled to register as the owner of the unit, whether it is registered in this way or not. , and includes a unit owned under a lease registered under the Part IV of about Real estate Property (Occupation, Registration and Evaluation of the Law, (hereinafter referred to as "long-term lease"), tov long term tenant the tov long term lessor, registered on a case-by-case basis, unless the lease provides that the long-term

lessee the The long-term lessor not I will is considered Mr of the unit for their aims of Law his· long-term lessee or long-term lessee is the lessee or lessee under a lease or sublease registered under Part IV of the Real Estate Law (Ownership, Registration and Appraisal), as amended or replaced;

"Main building owner" means the person registered in the real estate register as the owner of real estate on which a building has been erected for which a building permit, a division permit and a building permit have been obtained, in accordance with the Roads and Buildings Regulation Law; but no separate registration of the unit or building has been issued in the real estate register in accordance with the provisions of Part II of the Law on Real Estate (Ownership, Registration and Appraisal), as it is amended or replaced;

"Register of shared buildings" and "management committees" means the register created and maintained pursuant to Article 7 of this law by the Registration Service of Common Buildings and the Supervision of the Operation of the Management Committees;

"Unit" means a floor or section, or floor section, room, office, apartment or store or any other section or space of a co-owned building that can be appropriately and comfortably occupied and fruiting as complete separate and independent unit for any purpose for which a building permit or remaining unused development rights have been secured, if he's got issued the no special sign up according with the provisions of Part II of the Real Estate (Occupation, Registration and Assessment) Law, such as he each time modified or replaced ·

"Building" means a permanent structure and includes the land on which it is built;

"Limited joint ownership" means a part of a jointly owned building granted under section 38F of the Real Estate (Ownership, Registration and Appraisal) Law, as amended or replaced, for the exclusive use of one or more but not all units;

"Certificate" means a certificate of approval, a certificate of approval with notes or a certificate of unauthorized work; where issued by force of provisions of about Regulation

Roads and Buildings Law or other certificate provided in this law;

"Certificate of repayment" means the certificate issued by the Management Committee pursuant to Article 15 .

"Person" means a natural or legal person;

"Standard Rules of Procedure" means the Regulations set out in Annex I;

"Service" means the Service for the Registration of Shared Buildings and the Supervision of the Operation of the Management Committees such as she is determined in the article 6 of present Law .

"Minister" means the Minister of the Interior.

Object.

3. THE present Law determines the frame for the common property buildings in the Republic for the purpose of their management and proper operation their.

Scope .

4 .- (1) This Law applies to:

(a) all co-owned buildings of the Republic which have been registered under the provisions of the Law on Real Estate (Ownership, Registration and Valuation), as amended or replaced from time to time, and

(b) all co-owned buildings that have obtained a building permit, a division permit and a building permit certificate from the competent principle, regardless if they have registered in the real estate register.

PART II: SERVICE OF REGISTRATION OF COMMON BUILDINGS AND MANAGEMENT COMMITTEES

Joint Construction Service and Supervision of the Operation of Management Committees.

5.- (1) For the purposes of this Law, a Service for Shared Buildings and Supervision of the Operation of Management Committees is established.

(2) The Office is responsible for the development and coordination of the necessary actions for the registration and supervision of the management of the owned buildings, without affecting the

powers where exercised by other bodies of the Republic in accordance with the current one legislation.

Definition of Registration Service for Joint Buildings and Supervision of the Operation of Management Committees, Staffing and Operation.

6. (1) Service, designates the competent building authority by administrative district as it exists or as defined in the legislation in force:

It is understood that, regardless of the provisions of this article, the Council of Ministers, following a Decree upon the submission of a proposal by the Minister, may transfer in writing to any legal entity under public law, administrative authority or self-governing body in the Republic that exercises power as a building authority under of any law, to exercise the responsibilities of the Service.

(2) The Competent Authority to which the Service administratively belongs, shall staff with the appropriate personnel for the handling of the various works of, by force of provisions of present Law and Regulations.

(3) The Competent Authority determines the structure of the Services of the Service, the number of positions, the salary and the salary scale of each position and prepares the service plans of the positions that may be interchangeable with other positions of the Competent Authority.

(4) Any issue concerning the internal operation of the Service, is regulated by a relevant decision of the Competent Authority, which is taken by a majority.

Establishment of a Register of Common Buildings.

7. (1) For their aims of present Law, the Service creates and maintains a register for Shared Buildings, from data through Central Warehouse Information and the contribution of Department of Lands and Surveys, as well as the Competent Urban Planning, Municipal Authorities and District Administrations of the Republic.

(2) The cadastral reports of the building and its address will be kept in the register.

Responsibilities of the Joint Construction Service and Supervision of the Operation of Management Committees.

8 .- (1) The Service has the following responsibilities, within its area or administrative district, in relation to which it is established or appointed:

(a) Examines applications and decides on the registration and operation of Management Committees of common buildings ·

(b) examine applications and decide on the exemption of Management Committees for registration in accordance with the provisions of this

law and regulations relating to the conditions of exemption ·

(c) draws up and observes register for the Management Committees of the co-owned buildings in which the Management Committee and its Regulations are listed in accordance with the provisions of this Law ·

(d) issues a relevant Certificate of Registration and Operation of the Management Committee of the jointly owned building under the provisions of this Law;

(e) examines the content of the application for the appointment of a Management Committee that falls under the provisions of articles 10 and 11 of this Law and suggests its operation by setting terms and conditions or the remuneration of the committee if it does not come from the owners, for the specific activity ·

(f) has the responsibility and supervision as in all owned buildings operates a Management Committee, in accordance with the provisions of this Law · (g) summon to any meeting and / or consult any official of a public service or body of public or private law, as well as any person whose views or expertise in a particular subject may be deemed useful or necessary for the work of ·

(h) in cases where disputes arise between the owners and the Management Committee, the Service, in accordance with the provisions of this Law and the Internal Standard Regulations, consults with the owners or refers the case to the Court ·

(i) in cases where the Management Committee of a co-owned building or the owner or owners erect or tolerate or allow a building to be erected or demolished or rebuilt or converted, added or repair of the common property, without the required permission under the provisions of the Law on Roads and Buildings as amended or replaced, the Service may apply to the Court and with an unilateral application (ex parte) request the issuance of a decree by the Court for removal of the detected irregularity or and illegality ·

(j) in the case of an abandoned condominium or unit, the Office shall, at the request of any owner, notify the owners of the abandoned condominium

of the building or the unit located on it, for the necessary actions and / or actions that should be taken for the various financial or other issues that arise when a building or unit is abandoned due to any safety risks;

(k) in the case of a dangerous joint-ownership building or a dangerous unit located on it, the Office shall immediately notify the Competent Authority of any action to be taken under the provisions of Articles 15, 15A, 15B, 15D and 15E of Roads and Buildings Law, or any law amending or replacing it .

(l) submits suggestions to the Minister for the criteria for exclusion of registration of a common building from the register of Registration of Common Buildings, as well as for any issues that need or can be determined under the provisions of this Law and for its better implementation;

(m) prepares information manuals for the public regarding the proper operation of the jointly constructed buildings as well as any issues related to the obligations and rights of the owners in commonly owned buildings.

(2) The Service notifies the owners of condominium buildings on issues that fall within its competences and this notification is notified by registered mail or by way of service with a court or private sponsor and is posted on the condominium or at the door of the unit located on it.

PART III: COMMON BUILDING MANAGEMENT

Owned building management committee.

9 .- (1) Every co-owned building must have a Management Committee for the regulation and management of cases of, except if excluded from the Service, according with the paragraph (1) of Article 8 .

(2) The Management Committee may not be attended by persons who are not owners of the units, or owners of the common building.

Annex II.

(3) The Management Committee is established and acts in accordance with the provisions of this Part and the Standard Internal Regulations or Standard Regulations, and must inform about its election, the Service and submit an application.

according with the paragraph (4) with the payment of a registration fee and a relevant annual registration fee in accordance with the Annex II.

(4) For the registration of the Management Committee in the register, an application is submitted to the Service in a specified form accompanied by from the end where provided in the Annex II, together with their Interior Regulations where the govern in case adopted by the Internal Standards Regulations.

It is understood that this obligation is also imposed on jointly owned buildings the which not they have registered in the real estate register and for which a building permit, a division permit and a building permit certificate have been obtained from the competent principles.

It is further understood that, despite the provisions of this article, an extension is given for mandatory information of the Service up to 6 months from the entry into force of this Law.

(5) The Office shall take its decision on the registration of the Management Committee, provided that it considers that the members of the Management Committee are the owners of the jointly owned building and that they have Interior Regulations the adopt their Standard Interior Regulations

(6) The registration of the Management Committee in the relevant Register of Management Committees of the Service, gives the Management Committee legal status and based on it exercises the powers and duties defined in the Law and in the Standard Internal Regulations.

(7) THE annual renewal of registration done with Submission application by the Management Committee and the payment of the end of Annex II and after the Office is satisfied that the building continues to operates the managerial commission. In opposite case Apply the provisions of articles 10 and 11 for the appointment of a temporary administrator committee.

*Temporary
Management
Committee .*

10- (1) After registered a shared building in the real estate register, or he's got issued permission construction, permission division and certificate of the license construction, from the Competent Principle, the gentlemen of units who have applied for registration, or the owners of the common building, owe to appoint temporary Management Committee until the establishment of the first Management Committee under the Standard Rules of Procedure. In case this is not the case feasible, the gentlemen of units where they did Application for sign up, or also the gentlemen of common owner construction, owe to ask from the Service the appointment of a temporary Management Committee of construction and the Service must respond.

(2) The composition of the Interim Management Committee will correspond to the recommendation of the owners of the units that applied for registration or the owners of the jointly owned building. In the absence of such a recommendation, the Service, at its discretion, will appoint a Management Committee from the owners of the units or from the owners of the common building or, if this is not possible, from other persons and in the second case may set a fee for these persons.

(3) A Management Committee appointed under subsections (1) and (2) shall be deemed to be for each purpose a Management Committee established under the provisions of this Part and the Standard Rules of Procedure.

(5) THE service of Management Commission where is appointed by force of subsection (2) expires on the day specified by the Rules of Procedure.

Procedure in case of absence of a Management Committee.

11 - (1) In the event that the Management Committee ceases to operate or does not renew the registration of its operation, the Service shall appoint upon request by any owner, a Management Committee of the common building and shall apply, mutatis mutandis, to the appointment, the definition remuneration and the legal of subsistence, the provisions of Article 10.

(2) In the event that the Rules of Procedure provide for the election of the Management Committee by the general meeting of owners, the Office will not exercise the powers provided for in paragraph (1), unless it convenes a general meeting of owners for the election of the Management Committee and this meeting does not result in an election of the Management Committee or if it is satisfied that under the circumstances, it is not possible to convene a general meeting.

Remuneration of the Management Committee.

12 . The Office shall determine the remuneration of the Management Committee appointed under Article 10 or Article 11 which shall constitute expenditure for the cover of of which the owners owe to contribute as an amount of utilities under Article 21.

Responsibilities of the Management Committee.

13 .- (1) The Management Committee:

- (a) acts on behalf of and on behalf of the owners;
- (b) is responsible for enforcing the Law and the Internal or Standard Internal Regulations;
- (c) exercise the powers and perform the duties defined by or under this law.

(2) Without to is affected the generality of paragraph (1), the Management Committee may -

(a) To sue and be sued in connection with any matter concerning joint property or building in Court;

(b) to sue and be sued in respect of any damage or injury caused to the joint property by any person, whether or not that person is the owner;

(c) enter into contracts in connection with any matter relating to the maintenance and management of the common building:

It is understood that, for issues or issues arising for the management, safety and maintenance of the common building, the Management Commission with transparent procedures, I will informs the owners for the offers received from natural or legal persons and then will proceed to the conclusion of any contract;

It is further understood that, in case the contract concerns legal entities, they must be registered with the Registrar of Companies and provide the necessary documents of the company that certify the registration and the purposes of the company that concern the maintenance and management of buildings.

It is further understood that no one will attend a meeting of the Management Committee to make a decision on a matter related to a person who has a special relationship or kinship by blood or marriage up to the fourth degree or is in acute enmity with the person concerned by the decision or who has an interest in its outcome.

(d) to sue and be sued in connection with any matter concerning the application of the provisions of this Law or the Regulations issued pursuant to it, at Court,

(e) impose penalties on owners for non-payment of utilities related to access to or passage through common areas, for the repair of which the owner or owners of the units did not contribute.

It is understood that sanctions may not deprive the unit of full access.

Duties of the Management Committee.

14 .- (1) The Management Committee, among others, has an obligation- (a) To controls, operates, manage and directs the shared property and co-owned building and proceed to each

act necessary for the enforcement of the Standards or Internal Standard Regulations and for the provision of services determined by or under this Law or the Regulations;

(b) to maintain in good and operational condition and to maintain the common property and such other parts of the common building, improvements and annexes, or under this Law or the Regulations;

(c) convene a general meeting of owners at least once the time and each another meeting where is determined from the This law or the Interior Regulations ·

(d) comply with any conciliation agreement, notice, order or other decision of any competent administrative body, authority, mediation or Court or person in respect of joint ownership;

(e) take out any insurance provided for by or under this Law or the Regulations;

(f) to pay premiums in respect of any insurance which it has taken out ·

(g) to dispose of the insurance money received, as determined by or under this Law or the Regulations.

(h) to provide facilities and services for common areas only to owners who do not owe utilities, provided that it does not deprive them of full access to the unit.

(2) For the purposes of concluding any insurance under subsection (1) of Article 24 or any other insurance permitted by or under this Part or the Regulations, the Management Commission considered that he's got insurable interest the replacement value of the jointly owned building, as well as the object that is insured.

(3) None insurance where be allowed from the by force of Law and is concluded by the Management Committee in relation to the co-owned building is not subject to set-off with any other insurance, except insurance allowed by or under this Law or the Internal Regulations in relation to the same building

*Powers of the
Management
Committee.*

15 .- (1) The Management Committee, inter alia, has

(a) To establish and maintain a fund from the contributions of the common owners of the units under Article 21 and

other amounts to be decided from time to time at the general meeting or extraordinary, which it deems sufficient and which it may use;

(i) for management costs and for control, operation, address and management of common owner property and for the payment of premiums ·

(ii) for repairs and maintenance of the common building and

(iii) for the performance or fulfillment of any competence, duty or obligation of ·

(b) to establish and maintain a fixed amount as a reserve fund from the contributions of the common owners of the units under of the article 21 the and others amounts where against times are decided at the general or extraordinary general meeting, for the purpose of repairing or maintaining the common property of construction ·

(c) to determines and impose from Cairo in Cairo τα How many where must be collected by the owners for the purposes referred to in paragraphs (a) and (b) and the time and manner of payment ·

(d) determine and impose any amount other than that provided for in Article 21 and following a decision by the general or extraordinary general meeting, as a contribution from the owners of the units for the Needs of common owner construction and τὸν time and how it is paid ·

Law 159 (1) 2012

(e) to collect the amounts determined in accordance with paragraphs (c) and (d) by imposing a contribution on the owners;

(f) enter into a loan agreement with a Credit Institution for the corresponding or necessary amount for the purpose of repair or maintenance of the jointly constructed building after a decision of 75% of the co-owners on the jointly owned property;

(g) recover, through an action, or through a conciliation agreement by the owners, any amount of money spent by the Management Committee on repairs or work performed by it or at its discretion, in order to comply with any notice; order of a competent administrative body, Court, Mediation, authority or person in relation to a part of the building that includes the unit of this owner.

(h) issue a utility bill for the transfer or alienation of the unit by the owner.

(2) Subject to the provisions of subsection (1) any contribution which may be required and must be paid after the relevant decision has been taken and the Management Committee may with a lawsuit to recover the contribution from the owner at the time of the decision or at the time of the lawsuit.

(3) The Management Committee, at the request of the owner or any person duly authorized by him, shall issue:

(a) a written acknowledgment of the amount of the contribution and / or the method of payment of the owner's utilities;

(b) a written certificate of the amount of the utility contribution paid by the owner.

(c) utility bill, which is necessary for the transfer of a unit in accordance with the Law on Transfer and Mortgage, Law 9/1965, which will certify that the utilities have been paid and no amount is due;

(4) The certificate and / or the certificate of payment of common expenses issued under subsection (3) shall constitute prima facie evidence of the matters certified therein for the benefit of any person dealing with that owner and accepted by the public. principles.

*Convergence of
the General
Assembly*

16 . If the general meeting of owners not convened in accordance with the provisions of the Internal Standard Regulations or Internal Regulations, the Service may, at the request of any owner, to the summon and to determine τα topics for discussion. In this case the provisions of the Rules of Procedure that govern the general meeting will apply as if the meeting had been convened in accordance with the provisions they.

*Internal Regulations
for the regulation,
operation, use, etc.
of common
buildings.*

1) Irrespective of the building communities that adopt the Internal Standard Regulations, the jointly owned buildings will be regulated and governed by Internal Regulations that will provide for the control, operation, management, administration, use and utilization of the units and the common property and will regulate the relationships between of owners and τα rights and their obligations with respect to co-owned construction and co-owned property.

(2) The owners of the common building may draft Internal Regulations and may amend, revise, replace or revoke them:

a) by decision of the owners of the units of seventy-five percent one hundred (75%) at least of share in shared property, or

b) by decision of the owners of the common building of the seventies five τοις one hundred (75%) of registered share their:

It is understood that, for the buildings that have been registered before the implementation of the Real Estate (Occupation, Registration and Valuation) (Amending) Law, N6 (I) / 1993, on February 12, 1993, the share in the joint ownership will be calculated based on the applicable current appraisal value unless otherwise agreed.

(3) The Standard Internal Regulations apply with respect to and with common property buildings for the which issued permission construction and certificate license construction and not were registered still as co-owned buildings on the estate register:

It is understood that, after the registration of the owned buildings, the owners of the units can draft Internal Regulations and modify them, revise them, replace them or their recall, such as provided in the paragraph (2) and to stop using Standard Internal Regulations.

(4) Internal Regulations drawn up under this Part must comply with the provisions of this Law.

(5) No Rules of Procedure and no modification, revision, replacement or revocation of any Rules of Procedure may be such that-

(a) To is prohibited the to is limited the transfer of units by inheritance or any transfer, lease, mortgage or other transaction related to them or to eliminate or modify any bond or right established by or by force or which is a consequence of this Law or any other Law ·

(b) to terminated, are changing the are abolished τα rights of anyone owner ·

(c) an obligation or payment is imposed on any owner, the nature or extent of which is not specified by or under this Part or the Internal Regulations, unless this is done with the consent of the owner;

(d) to is determined certain Department of common owner property as limited joint ownership and to be granted exclusively to a specific unit, unless this is done in accordance with Article 38F of the Law on Real Estate (Ownership, Registration and Appraisal), as amended or is replaced.

(6) The Rules of Procedure may provide that owners, by unanimous decision, may reduce or exempt from anyone expenditure, where provided in the paragraph

(1) of Article 21, any master unit and reconsider or annul their decision by eliminating of the reasons in which based

Decisions of main units or of her masters common owner construction.

17 . Every decision of the owners taken according to the Internal and / or Standard Internal Regulations and entered in the register of decisions will bind any owner whether he was an owner at the time of the decision or became an owner after it. Each owner can inspect the register of decisions in a reasonable manner time.

Registration of Internal Regulations and binding.

19. - (1) All Rules of Procedure made in accordance with the provisions of Article 17, and any amendment, revision the replacement their I will are registered by force of paragraph (2) and, after done the sign up she, I will commit each owner and each subsequent owner.

(2) The registration of the Internal Regulations or any modification, revision or replacement of them will be carried out, after the Management Committee submits a duly certified copy to the Service in accordance with Article 9 and will therefore enter a note in the Register of Management Committees and Common Register Construction.

Standards Interior Regulations. Annex I.

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(2) Where the Rules of Procedure entered into under Article 19 do not provide for any such issue,

will be governed by the corresponding provision of the Standard Internal Regulations.

PART IV: MAINTENANCE AND INSURANCE OF COMMON BUILDINGS

Maintenance costs, etc. of common property .

21 .- (1) Subject to the provisions of this Article, the owners shall contribute and contribute through the payment of common expenses to the expenses necessary for the insurance, maintenance, repair, restoration and management of the common property and for the provision, configuration and maintenance of the amenities. , facilities and services specified by this Party or its Rules of Procedure.

(2) The proportion of each owner's share in the costs will be determined in the Internal Regulations or the Standard Internal Regulations based on the area of each unit and do not include in it, remaining unused development rights:

Of course that the acreage of terraces and balconies, covered and uncovered, is not calculated to determine the proportion of heating costs. For the remaining expenses, unless otherwise provided in the Internal Regulations, the covered terraces and balconies participate with a percentage of 40% of the contribution rate of the covered space and the uncovered terraces and balconies participate with a percentage of 20% of the contribution rate of the covered space.

It is further understood that, in the case of a building consisting of units of different uses, the proportion of the share each owner at more up expenses it can to determined in the Rules of Procedure on the basis of other criteria, including the kind and the area of becoming use, burden, nuisance, pollution or hazard caused by use she.

It is further understood that any additional amount decided at a general or extraordinary general meeting to be paid by the owners of units for repairs and maintenance not mentioned in the Internal or Standard Internal Regulations, will be calculated and imposed on the basis of the proportion of the share of each main unit

(3) The owners with their unanimous decision, in the case provided by the Rules of Procedure, may reduce or exempt from any expense, provided in the

subparagraph (1) of any main unit and reconsider or annul their decision by eliminating the reasons on which it was based

(4) The costs of maintenance, repair, restoration and management of limited joint ownership shall be borne by the owner of the unit to which its exclusive use has been granted.

(5) In the case of a jointly owned building consisting of separate independent buildings, each of which consists of more of of a unit, the referring to στα paragraphs (1),

(2) and (3) Rules of Procedure may specify that the costs of insurance, maintenance, repair, rehabilitation and management of common owner property of each building will be borne only by the owners of the home building.

(6) In case against the who The owner unit he's got conclude a lease agreement for his unit, the said contract will report on the lease and will include the corresponding monthly amounts owed by the main unit to the Management Commission.

Actions for non-payment of amounts imposed by them owners

22 . (1) If any unit owner fails or neglects to pay under this Article or the Internal Regulations, or the Standard Internal Regulations or other decided from the Management Commission corresponding σ' amounts payable to him, the Management Committee it can:

(a) make any expenditure reasonably necessary for the purposes of Article 21 (1), (2), (3), (4) and (5); and

(b) to act in accordance with the provisions of subsection (2) of Article 15 and to claim by lawsuit the amount owed by the owner and after a relevant decision of the Court, he can register a real burden in the real estate of the negligent owner for the corresponding amount of the due expenses according to the Law on Civil Procedure.

(c) impose restrictions on access to or access to ~~or~~ from public areas, for which there was no contribution to repair or maintenance.

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(2) In case the unit owner has a lease the unit of and not pay the how much where owes, The

The lessee has the right to pay the amount owed by the unit owner to the Management Committee and then deduct the amount paid from the amount owed to the owner. unit rent, observed of terms of relevant lease agreement in accordance with paragraph (6) of Article 21.

(3) In case of filing a lawsuit by the Management Committee against an owner for the purpose of debt collection in relation to the costs of subsection (1), the defense of the owner is accepted for registration by the Registrar of the Court only if the defense is accompanied by:

(a) evidence from the Court of Accounts that the amount due in the action has been deposited with the Court as arrears of utility costs at the date of registration her,

(b) proof of collection of the utilities by the Management Commission the from evidence of Management Commission or representative her:

It is understood that the decision of the Registrar to accept or reject the registration of the defense is brought before the Court, within three (3) working days for final approval the rejection, the not decision of Court not subject on appeal.

Suitability study of a co-owned building .

. _ ETEK), who prepare the relevant study and submit it to the Management Committee.

(2) In the event that the relevant study proves the danger of the owned building, the Management Committee must inform the Competent Authority of the necessary actions, based on the provisions of the Law on Regulation of Roads and Buildings, as amended or replaced.

Insurance of owned buildings.

24 .- (1) (a) THE Management Commission owes to insures and to always insures the co-owned building for insurance purposes, against fire, explosion of any cause, ~~civil responsibility~~, lightning, flood, water escape from anyone

tank, device the tube and earthquake, with the how much where corresponds to its replacement value construction.

(b) In addition to, the Management Commission owes to observes co-owned building liability insurance with an amount that decides as a minimum amount per event and with accumulated amount per year and any other insurance required by any other Law.

(2) For any other risks the insurance will be obligatory, only if this is decided by a percentage of ownership over fifty percent (50%) of the total area of the units of the common building.

(3) The insurance costs of the jointly constructed building for insurance purposes under this article shall be allocated by the Management Commission, depending with the case, to owners and are recovered accordingly, in accordance with the provisions of this Law. If any owner fails or neglects to comply with the requirements of this section, the Management Committee may take any action and any expense reasonably necessary for that purpose and may recover, either through mediation or by action, the amount owed by the offending owner. in accordance with the provisions of the Law his.

(4-) In the event that the damage is caused by a unit owner in another the and in shared building and The owner not repairs and this is not covered by the insurance, the Management Committee may make repairs and request the how much repair from tov owner of unit which incurred or which arose or which incurred the loss or even the expense.

*Compulsory
Insurance
Information in the
Service.*

25 . The Management Committee has the obligation to inform the Insurance Service of the jointly owned building for insurance purposes:

It is understood that, despite the provisions of this article, an extension is given for the mandatory information of the Service up to six (6) months after the entry into force of this Law.

*Conclusion
Separate
Insurance.*

26 . (1) The owners of the units must take out insurance for the contents of their units against fire, explosion of any cause, lightning and earthquake and to notify this fact to the Management Committee. This insurance should also include any risks and losses arising from the unit their and affect others units of condominium construction. If any owner fails or neglects to comply with the requirements of this section, the Management Committee may take any action and any expense reasonably necessary for that purpose and may, through mediation or action, recover the amount owed by the offending owner in accordance with with the provisions of this Law.

(2) The provisions of this Part may in no case be construed to preclude owners from having the right to take out separate insurance for their units against any risks for their whom possible to he's got the to do not insurance has been taken out for the entire co-owned building, but the conclusion of such insurances and the occurrence of any common insurance risk, may not result in the offsetting by the specific insurers of any amounts payable to the Management Commission.

Replacement Value

27 .- (1) THE insurer is required to takes all the information required to insure the common building for insurance purposes at replacement value of.

It is understood that this amount will in no case be greater than the amount for which the co-owned building was insured or the total market value of these units, less the value of the land.

(2) For the purposes of owning a building insurance;

(a) "owned building" does not include the land on which it is built, and

(b) "replacement value of commonly owned construction" means the total expenditure where required for the reconstruction construction of the same characteristics and includes any costs for demolition or removal of debris or any other related work.

PART V: PARTIAL OR TOTAL DESTRUCTION OF COMMON BUILDING

Partial or total destruction of a unit.

28 .- (1) In case of partial or total destruction of a unit for any reason, not insured according to article 24, the owner, within the absolutely necessary period of time and at his own expense, will take measures for the reconstruction, repair the restoration of unit and reset of in its previous condition.

(2) Priority should be given to the reconstruction, repair or restoration of parts or areas that affect the smooth use and fruiting of other units or common property. The owner who fails or neglects to comply with the obligations provided for in subsection (1), must, in addition to any other obligation or liability imposed on him by or under the provisions of this Law or the Regulations, compensate the other owners, if due to his negligence or omission the disturbance of the free, unhindered and full use of these units or the joint ownership is extended property.

Partial destruction of a owned building.

29 . In case of partial destruction of a condominium for any reason, insured in accordance with Article 24, the Management Committee, as soon as it receives the appropriate amount of insurance, will use it for the reconstruction, repair or restoration of the condominium.

Total destruction of a owned building.

30. - (1) THE shared building is considered totally damaged, when to be decided by the owners who own one hundred percent (100%) of the jointly owned property, at a general meeting convened for the purpose this:

It is understood that such a decision is not binding on a licensed insurer with whom insurance has been taken in relation to the jointly constructed building.

(2) In case where I will taken decision, by force of paragraph (1), according to which the condominium is considered to be completely destroyed, the owners will decide on the measures to be taken as well as its declassification as condominium and conversion of in co-owned plot with the

proportion of their shares, in a general meeting that you will convene specifically for this purpose. The decision must be taken unanimously.

(3) In the event that the owners do not agree under this article with-

(a) Whether the joint-stock building will be considered totally damaged under subsection (1); or

(b) the measures to be taken under this subparagraph (2), may be submitted Application:

- (i) to the Court to activate mediation procedures, under the provisions of the Certain Matters of Mediation in Civil Disputes Law of 2012, or any law amending it or the replaces,
- (ii) to the Court for a decision on the above issues and Mediation under a conciliation agreement resolves the disputed issues or the Court has jurisdiction to rule on the disputed issues.

(4) The Court I will issues decision that the shared building is completely destroyed if it is satisfied that, after taking into account the rights and interests of the owners as a whole, it is fair to consider the jointly owned building as a whole damaged.

(5) In the event that a conciliation agreement is reached through mediation or the Court issues a decision that the joint-ownership building is completely destroyed or if a conciliation agreement is reached by the Ombudsman or the Court issues a decision on the measures to be taken pursuant to (2), the Court may, by decree, impose such conditions and give such instructions, including instructions for the payment of sums of money, as it deems appropriate for the fair distribution of the consequences of the decision among all owners.

(6) Should the conciliation agreement or the Court rule that the joint-stock building is not completely destroyed, it may give any instructions it deems appropriate, including instructions for the reconstruction or restoration, in whole or in part, of the commonly owned building. In exercising the powers conferred on it by this subparagraph, the Court may grant such decision the decrees, such as I will judges necessary the appropriate for the realization of instructions of, including decisions or decrees with who-

(a) It is ordered the disposal of money of insurance in in relation to damage to the common building received by the Management Commission .

(b) the payment of sums of money by the owners or one or some of them is ordered;

(c) such conditions are imposed as the Court deems appropriate.

(7) For the purposes of this Article, an application to the Court, either for the purpose of a decision or for the purpose of activating the Mediation procedure, may be submitted by the Management Committee or by an owner or any person having a registered real right or right.

(8) In the event of such an application to the Court under this Article, any licensed insurer who has taken out insurance in respect of a jointly constructed building shall have the right to appear before the Court.

(9) The Court may amend any decree rendered pursuant to this Article.

(10) In case of submission of an application under this article, the Ombudsman, through a conciliation agreement or the Court with a decision or decree accordingly, decides on the payment of costs, as he deems appropriate.

*Sale
common owner
construction
totally
damaged.*

31. The decision to sell a communally owned building, which has been totally destroyed or is considered totally damaged, requires the consent of its owners one hundred percent (100%).

*Interest of the
owners in case
of destruction
or termination
of the common
building.*

32 . In case of total destruction of the jointly owned building, as provided in Article 30, or in case of sale of the jointly owned building, as provided in Article 31, or forced expropriation, the respective interests of the owners:

a) will be the respective shares of the owners of the units in the joint ownership, as provided in article 38G of the Law on Real Estate (Ownership, Registration and Valuation) Chapter 224, as amended and replaced, the

b) will be the respective registered shares of the owners of the jointly owned buildings:

Of course that for the buildings where they have registered before the implementation of the Real Estate (Ownership, Registration and Valuation) (Amending) Law, N6 (I) / 1993, on 12 February 1993, the share in the joint ownership will be calculated on the basis of the

applicable current appraisal value, unless otherwise agreed.

PART VI: GENERAL PROVISIONS

Offense for failure to comply. . _ does not exceed the amount of € 3,000.00.

(2) A court exercising criminal jurisdiction may, in addition to the imposition of a fine, under subsection (1) order the convicted person, under such conditions and within such period as it deems reasonable, to proceed the avoid the execution any deed the omission in relation to which the specific has been committed offense.

Edition of Cycles

34. The Service may issue circulars to define procedures for the implementation of the provisions of the Law, these Regulations and Standard Internal Regulations, as well as to explain technical or other issues where necessary and will be applied to all common buildings in the Republic.

Issuance of Regulations

35. - (1) The Council of Ministers may issue Regulations and their publishes in Official Newspaper of Democracy for the best application of the provisions of this Law for jointly owned buildings in Democracy.

(2) Without prejudice to the generality of subsection (1), any such Regulations may provide for all or any of the following matters:

(a) Him definition of any type application, notice or other document that is allowed or required under the provisions of the Law of this .

(b) the determination or modification of fees or charges in connection with any document or matter under this Act;

(c) tov definition fees the and rights and tov Mediation mechanism for the various issues of the management of the common building, or any other issues and issues that can be mediated under the provisions of this Law.

(d) the definition of criteria for exemption from registration of a common building by the Office.

(e) in general for the better application of the provisions of this Law and the determination of any issue or thing that needs or can be determined under the provisions of this Law.

*Abolition
Chapter 224*

36. With the entry into force of this Law, articles 38 IA to 38L of Part II and the Standard Regulations for the Regulation and Management of Common Buildings listed in the Table of the Real Estate Law (Occupation, Registration and Valuation) are repealed.

*Entry into
force.*

37. This Law shall enter into force on a date determined by a decision of the Council of Ministers published in the Official Gazette of the Republic.

ANNEX I.

**Standard Internal Regulations for the Regulation, Operation
and Management of Common Buildings**

PART I - INTERPRETATION

1 .- (1) In these Rules of Procedure-

"Law" means the Law on the Management of Shared Buildings and Related Matters or any Law that amends or replaces it and includes the Regulations issued pursuant to any of its provisions.

"Owner" means any person who lawfully owns and controls the unit or property.

(2) Unless otherwise stated in the text, words or expressions contained in these Regulations have the meaning given to them by the Law.

PART II - DESCRIPTION OF SHAREHOLDER BUILDING

2. Detailed description of the co-owned building, including the co-owned property, ie description of the floors, the various units, the limited co-owned property, the basement, the floors, the roof, the external constructions, the parking spaces, the facilities, etc.

.....
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.....
.....
.....
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.....
.....

.. (State the description as above)

PART III - TABLE A 'AND TABLE B'

3 .- (1) (a) The proportion of the joint ownership that belongs to each unit, as provided in article 38G of the Law on Real Estate (Ownership, Registration and Valuation) Chapter 224, as it is amended and replaced and the percentage of the votes to which each owner of the unit is entitled during the voting provided for in Regulation 25 shall be set out in a Table according to the type of Table A 'attached to these Regulations.

(b) THE ratio of registered share where belongs in each main of property and the percentage of votes to which each owner is entitled construction against the voting where provided in Regulation 25 I will

exposed in Table against rov attached to Regulations them type of Table A '.

Of course that for the buildings where they have registered before the application of about Real Estate (Possession, Registration and Valuation) (Amendment) Law, N6 (I) / 1993, on February 12, 1993, the share in the joint property will be calculated based on the current general valuation value, unless otherwise agreed.

(2) The share of each owner in the costs for the maintenance etc. of the common property, as provided in article 21 of the Law, will be displayed in a Table according to the type of Table B 'attached to these Regulations.

PART IV - RIGHTS AND OBLIGATIONS OF OWNERS OR HOLDERS

4. Any owner can make conversions, additions or repairs inside the unit that belongs to it, to join tangent units, to increase the area of a unit that belongs to it, after merging in it part of another tangent unit that also belongs to it or to join in whole or in part with an internal ladder one or more units that belong to it with one or more overhead units that its belong to:

It is understood that no conversion, addition or repair-

(a) Will not adversely affect the rights of the owner of any other unit and not I will intervenes in fruiting of from rov owner of another unit

(b) will not in any way affect the joint ownership, its smooth operation or its yield; and

(c) will not in any way affect the walls supporting the joint property building and of external of walls , not I will sets with any endanger the safety of the condominium and will not affect the external appearance of.

5. Once in possession of his unit, each owner is obliged to pay to the Management Committee the amount of money to be determined in accordance with these Regulations, which will represent his share of the cover of initials expenses management and address of common owner property. In addition, the respective owners will pay to the Management Committee the total amount that will be determined in accordance with the Law and these Regulations. Each owner will contribute to this amount depending on its area, as provided in Article 21 of the Law and as shown in Table B 'attached to these Regulations. Any person who becomes a later stage owner he's got the same obligation contribution against of amount of it. This amount will be used as a fixed reserve against common expenses of the common property, including the insurance of the common building according with the Law as and for future repairs the and repairs to maintain the property construction.

6. The Management Committee will submit to the owners a quarterly statement stating the expenses of the previous three months, their nature and against

amount any member of the Management Committee, who is the owner, has contributed against these expenses. These initial payments from the owners will be used to pay the costs incurred in the first year and the subsequently years. If the initial they payments prove insufficient for cover of expenses of quarterly, the owners I will increase respectively the more above amount, after written notification of the Management Committee to each owner.

7. No owner or holder-

(a) Will not use any unit-

- (i) for any illegal purpose ·
- (ii) for uses that due to the nature of the premises there is no approval such as
(state the non allowed uses depending with the nature of premises, ie residence or work)
- (iii) generally for any use that may cause noise, odor or other nuisance or that could be harmful to the health or safety of the owners, tenants, tenants, owners the of them where they use the others units the where not is appropriate in manners and decent behavior the

(b) will not use part of the common property in such a way as to affect it the appearance the the elegance of common owner construction the the seamless and hassle-free use by landlords, tenants, tenants, landlords or those using other units in the property construction.

(c) will not convert the originally agreed use of its unit into another use contrary to or prohibited by these Regulations.

(d) observed of rights of in relationship with anyone limited proprietary property granted for the sole use of its unit will not move, replace or interfere in any way with any part of the proprietary property.

8. No one owner the holder without the previous security consent of the Management Committee and in violation of the provisions of any relevant Law or Regulations-

(a) Not I will hangs, exposes the places any object the clothing from balcony, terrace, roof, railing, door or window or from any other external part of the condominium or from any part of the condominium so that it is visible from out ·

(b) will not abandon, place or retain any objects on the main and auxiliary entrances, on the staircase, on the stairwell, on the corridors, on the roof, on the elevator or on any other part of the common property;

(c) will not carry heavy objects by lift ·

(d) not I will changes the colour στα windows, doors balconies, verandas, railings or exterior walls of the condominium and generally of any structure on the exterior wall, surface or part of the condominium of construction .

(e) shall not post, place or permit the posting or affixing of any sign, mural, advertisement, notice, illuminated sign or notice of any kind on any exterior of the condominium or on the roof or on any window or other part of the condominium , so that it is visible from the outside .

It is understood that the owners, tenants, tenants, owners or those who use the units can place next to the main entrance and next to the entrance of their unit, in an appropriate position to be determined by the Management Committee, small signs with the names and their professions, the dimensions of which may be determined by the Management Committee

(f) will not own, store or use any objects or materials that may disturb the other owners, tenants, tenants or owners of the units the τα faces where they use the units the their neighbours due of odor or smoke, dust or soot emanating from or produced by them and generally anyone flammable the dangerous objects the materials neither I will makes anything that may affect or cancel any fire insurance in relation to the common building or property or any part thereof or increase the insurance premiums of this .

(g) will not use solid fuels for food preparation .

(the) not I will throws in the sink, lavatory, sink, bidet, shower the bathtub the in the sewer system any solid or useless objects or objects which may close the ducts or pipes, pollute the atmosphere or from which flammable or dangerous gases may emerge, nor shall they throw into the pipes or tubes anything that is possible to cause damage to them .

(i) will not dispose of waste or rubbish anywhere other than in bins or other areas specifically designated for that purpose;

(j) not hang, shake, brush, clean or tap carpets, pillows or other household items or clothing from any balcony, terrace, roof, railing, stairwell, door or window of any unit or any part ofof the co-owner property .

(k) will not keep any animal in any unit:

It is understood that it can keep a pet that does not cause any inconvenience or violation of any applicable Law or Regulation;

(l) will not allow the singing or playing of any musical or mechanical instrument or the use of any gramophone, radio, tape recorder, television or recorder in such a way as to disturb any owner, tenant, tenant or owner of any other unit;

(m) will not place or install awnings or air conditioners on a balcony, terrace, roof, door, window, skylight, wall or other external surface of the condominium or above or below them, without the prior written consent of the Management Committee. with their position, color, size and shape ·

(n) will not erect, display, place or post nor allow it to be erected, displayed, placed the posted outside from the unit of the in any exterior of the condominium or any part of the condominium radio or television antenna or wire or pole or any other device or object;

(o) will not place or plant any plants on a balcony, terrace, roof, window, wall or other exterior of the condominium except decorative plants in elegant vases or other suitable containers that harmonize with the overall appearance of the condominium, approved by the Management Committee and do not allow water to leak from them ·

(p) will not spill or allow water or other liquids to be spilled from its unit into the units of other owners or on the common property or generally outside the common building.

9. Every owner owes

(a) To allow the Management Committee and its representatives within reasonable hours and upon notice - of course no emergency notice is required - to enter its unit for inspection and maintenance, repair or replacement of pipes, wires , cables and pipes of the unit which may be used in connection with the harvesting of any other unit or of the common property or for the purpose of maintenance, repair the replacement common owner property the the assurance of compliance of the Regulations of these ·

(b) to performs quickly each work where of is required from responsible administrative an institution, authority or person in relation to its unit other than work in relation to the joint ownership property and to pays each tax, end, charge where paid for the unit of ·

(c) repair and maintain its unit and maintain it in good condition ·

(d) pay promptly any amount due under the Law and the Regulations;

(e) to immediately notify the Management Committee of any change in the ownership, possession or use of its unit and to settle any liability for common expenses;

(f) to notify the Management Committee of any absence, if it exceeds fifteen days.

(h) insure his unit against fire, explosion of any cause, civil liability, lightning, earthquake, leaking water from pipes, sewer gutter; and heating in licensee insurer, for the how much corresponds in value their replacement as well as damage that may have been caused by any damage from its unit to another unit or to the common building. To notify the insurance of his unit to the Management Commission.

10. Each landlord owes, when granting a lease or entering into a lease, rental agreement, license use the another agreement for the occupation the the use of unit in return or not, to ensure as part of its obligations that such lease, rental, lease or other agreement will be terminated by express of these Regulations and with the explicit commitment of the lessee, tenant or landlord regarding the unconditional acceptance of all the provisions of the Regulations of them.

Of course, that in case against the who The owner conclude contract rent, lease the another agreement for the occupation the the use of unit of, I will appear and I will are guaranteed with the in return the no, τα corresponding monthly How many where owes the owner to the Management Commission.

11. Each owner has the right to claim, through the Management Committee or directly from the offending owner in case the Management Committee neglects or refuses to act on behalf of the owner, such as the offending owner to repair any damage caused by violation of any of the provisions of the Regulations of them.

12. Each owner has a personal responsibility to the other owners and to each third for each violation any layout of Regulations of them from the same and by any tenant, tenant or owner of his unit, in return or not, and also for any deterioration of the situation or damage to the common property, caused by any act or omission of the owner or tenant, tenant or landlord.

13 .- (1) All the rights and obligations of the owners deriving from the provisions of these Regulations will continue to belong and be borne by each owner, whether the owner owns or uses the unit or not. If a unit remains unused or empty for any period of time, the owner will remain responsible for the fulfillment of all its obligations and for the payment of the costs corresponding to its unit, as defined in the Regulations them.

(2) In case where The owner denies to pay any how much where owes by force of article 21, The lessee the legal holder of unit it can to pay the more up how much and to the remove from the how much where I will pay in owner as rent, unless a private agreement provides different.

PART V - GENERAL ASSEMBLY OF OWNERS

14. The first general meeting of the owners will be convened within three months from date registration of common owner construction in the real estate register the three months from the date of issue of the license certificate construction.

15. Each subsequent general meeting of the owners will be convened once a year, of course that the chronicle space, between of date of a annual general meeting and the next one may not exceed fourteen months.

16. Each general meeting, except the annual general meeting, will be called an extraordinary general meeting meeting.

17. THE Management Commission it can, whenever judges appropriate, and he's got obligation, after written Application:

(a) the owners of the units of twenty-five at least one hundred (25%) of the share in shared property, such as is determined in the article 380 of about Real Estate (Possession, Registration and Valuation) of Law Chapter 224, as amended and replaced and as shown in Table A 'attached to the Regulations them,

(b) the owners of the common building, of twenty-five percent (25%) of their registered share, to convene an extraordinary general meeting. If the Management Committee does not convene a meeting within fourteen days from the day the request was submitted, the owners who submitted the request may convene the meeting.

It is understood that for the constructions that have been registered before the application of the Real Estate Property (Occupation, Registration and Valuation) (Amendment) Law, N6 (I) / 1993, on February 12, 1993, the share in the joint property will be calculated based on the respective valid general appraisal value unless differentially agreed.

18- (a) For each general meeting a seven-day notice must be given specifying the place, date and time of the meeting and, in case of special work, the nature each work. Random failure to given the notice she in any owner the the non download of from any owner not makes invalid any procedure in such meeting.

(b) Notice where is posted in prominent position in shared building considered that was given to each owner one day after posting of.

19. Except for the study of the accounts and the election of the members of the Management Committee by the annual general meeting, any work carried out in such a general meeting or an extraordinary general meeting is considered special.

20. Except if provided different in the Law this the to Regulations, none work will not be conducted at any general meeting unless there is a quorum of persons where are entitled to vote against the time where the meeting takes over the job. A quorum exists if there are present, in person or by proxy, persons to whom fifty percent (50%) of at least the joint ownership belongs, as shown in article 38G of the Law and in Table A 'attached to these Regulations or fifty percent (50%) at least of the registered share of the owners of the common property construction.

21. If there is no quorum half an hour after the time set for the general meeting, the meeting is postponed to the same day of the following week, at the same place and time. Although there is no quorum at this general meeting half an hour after the time set for the general meeting, the persons present and entitled to vote constitute quorum.

21. If there is no quorum half an hour after the time set for the general meeting, the attendees owners of common owner construction where are entitled to vote constitute quorum.

22. At the beginning of the general assembly, its Chairman and Secretary must be elected assembly.

23. Decisions of the general assembly will be taken by show of hands, unless anyone owner where attends personally the with proxy require a vote. If a vote is not required, a statement by the President that a decision has been taken by show of hands will be irrefutable proof of this, without proof of the number or percentage of votes cast for or against the decision. The requirement to hold a vote may revoked.

24. If required conduct voting, she is carried out with whatever way judges the President is right and the result of the vote will be her decision assembly.

25. In the event of a tie, by ballot or by show of hands, the President of the Assembly shall have a second or winning seat. vote.

26. In case where the decision taken with ascension of hand each owner will have one vote. If the decision is taken by vote :

(a) each owner of the unit shall have a number corresponding to the share of the jointly owned property belonging to his unit, as provided for in Article 38i of about Real estate Property (Occupation, Sign up and Assessment) Law Chapter 224, as amended and replaced and as shown in Table A 'attached to these Regulations ·

(b) each owner of the common building shall have a number of votes corresponding to his registered share.

27. Votes can be cast in person or by proxy, whether the decision is taken by show of hands or by voting.

28. The appointment of a Plenipotentiary Representative must be made by a document signed by the person appointing the Plenipotentiary or his representative. The proxy may be general or for a specific meeting and is not required to be owner.

29. If The owner unit is legal face, it can to takes part in assembly and to vote by proxy appointed in accordance with the provisions governing the legal face.

30. When the unit is owned by more than one owner, the co-owners can, with a document signed by all the co-owners or representatives their,

to appoint one of them or any other person their representative for all general meetings or for a specific general meeting.

31. Except if required from the by force of Law unanimous decision, no one owner does not is entitled to vote σ ' anyone general meeting, except if be paid all payable in relation to its unit contributions.

32. If the owner is a trustee, he will exercise the right to vote in relation to the relevant unit excluded from the beneficiaries of the trust and these beneficiaries do not have the right vote.

33. Decisions at the general meeting are taken by a majority of the votes of the persons present and entitled to vote, unless determined by the Law or these Regulations by a larger or qualified majority. When a qualified majority is determined by these Laws or Regulations in relation to any matter, no decision in relation to that matter shall be valid unless taken by the majority laid down in is determined.

34. A decision that imposes an obligation or payments on any owner kind the area where not provided from the Law the their These regulations or changing its rights do not apply to this owner unless he consents in it.

35. The secretary of the general assembly must keep minutes of the procedure with the person in charge way.

PART VI - MANAGEMENT COMMITTEE

36. At the first general meeting the owners determine the number of persons who I will form the Management Commission, , and they elect the face the τα persons who constitute the Management Commission.

37. The members of the Management Committee must be owners. If there are more than one member of the Management Committee, he / she is elected treasurer.

38. If was appointed temporary Management Commission by force of article 10 of Law, her term will expire on the date of the first general assembly.

39. The General Assembly may change the number of members of the Management Committee appointed under these Regulations or supplement it by electing new members, if for any reason the number of members has decreased. of:

Of course that, if The number of members of Management Commission reduced below from the number where was set according with their Regulations them, τα remaining members of the Management Committee must convene an extraordinary general meeting in ten days to elect new members.

40. The term of office of the Management Committee, including the term of office of the members elected under Rule 38, lasts until the election of the new Management Committee in the next regular general meeting. assembly ·

It is understood that the owners, by their decision taken at a general meeting, can whenever to terminate the service of any member of Management Committee and replace it with another face.

41. The members of the Management Committee can re-elected.

42. The members of Management Commission, if exceed two, they elect between one of them President. If the members of the Management Committee exceed two, the decisions are taken by a majority. If the votes in favor of a particular proposal are as many as against, the decision is considered that turned down.

43. The Management Committee exercises all the powers and performs all the duties defined in the Law or these Standard Internal Regulations and any other powers or duties assigned to it or imposed by the owners in general. meeting.

44. The Management Committee may employ persons or representatives and pay them a reasonable fee, as it deems appropriate. necessary.

It is understood that for issues or issues that arise for the management, safety and maintenance of the condominium, the management committee with transparent procedures, will inform the owners about the bids received and evaluated and will be submitted for approval by the majority of the general assembly of the condominium. construction and then proceed to the conclusion of any contract.

45. The Management Committee keeps records of income and expenses and submits them to approval with all the relevant proof and data in tactic general meeting.

46. The Management Committee may keep audited accounts for the purposes of the regulation 45.

47. Each owner may at a reasonable time inspect the income and expense statements and related receipts and data.

48. The financial year in relation to a co-owned building begins on the (1st) first day January and expires the (31^h) thirty first one day of December each time.

It is understood that the first financial year begins:

- (i) the date of registration of the common building in the real estate register and expires on the thirtieth day of December of the same year the
- (ii) the date issue of certificate of license construction of owned building and expires on the thirtieth day of December of the same time.

It is further understood that, if the date of registration of the jointly owned building in the Real Estate Register the date of issue of certificate of license after the 30th of June, the first financial year ends on the thirty-first of December of the year immediately following the registration time.

ANNEX I.

TABLE A '

(Regulation 3 (1))

Shared building known as " " located in

Common property belonging to each unit a) under article 38T of the Real Estate Law (Ownership, Registration and Valuation) Chapter 224, others are amended and replaced and calculated in accordance with other provisions of this article or b) under article 21 of the Law that was calculated in accordance with other provisions of this article, or based on the respective value of general assessment for other buildings that have been registered before the application of Law 6 (I) / 1993.

floor	UNIT NUMBER IDENTIFICATION	SHARE OWNERSHIP SHARE WHERE DEPENDS ON OTHER UNITS OR REGISTERED SHARE OWNER SHARE SHARE CONSTRUCTION	PERCENTAGE OF ONE HUNDRED% OF VOTES IN RELATION TO OTHER UNITS OR IN RELATION TO COMMON BUILDING

TABLE B
(Regulation 3 (2))

Shared building known as " " located in

Participation of the units in the maintenance costs, etc. other jointly owned property under article 21 of the Law calculated in accordance with other provisions of this article.

floor	UNIT NUMBER IDENTIFICATION	RATIO AREA OTHER UNIT	VOLUME RATIO'H CLOSED AREA	SHARE SHARE PROPERTY ACCORDING TO EACH UNIT'H REGISTERED MAIN SHAREHOLDER SHARE CONSTRUCTION	PERCENTAGE PERCENTAGE%		
					EXPENSES IN COMMON SERVICES		OTHER EXPENSES ***
					HEATING*	SHARES **	

Notes:

* **Heating** : Oil consumption, maintenance and repair costs of machinery, other installations, other central heating.

** **Shared expenses**: Cleaner's salary, cleaning materials, elevator maintenance, electricity and water consumption, decoration of common areas, emptying of cesspools and any other expenses related to the provision of services.

*** **Other expenses**: Insurance, general repairs of private building, elevator, plumbing and electrical installations.

ANNEX II

Fees and Rights of Joint Construction Registration Service and Supervision of the Operation of Management Committees

APPLICATION DESCRIPTION	€
Registration of Management Committee and Regulations (annual)	20
Request for amendment of Shared Management Regulations Construction	20
Issuance of Certificate of registration of the Management Committee	5
Request for Appointment of a Temporary Management Committee	50