

BILL WITH TITLE:
"THE ABOUT MANAGEMENT COMMUNITY BUILDINGS AND CONSISTENTLY
SUBJECTS LAW OF 2023"

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**THE ABOUT MANAGEMENT COMMUNITY BUILDINGS AND RELATED
SUBJECTS LAW OF 2023**

PART 1: INTRODUCTORY PROVISIONS

Short Title. 1. THE present Law will is mentioned as the about Management Shared Buildings and Related Matters Law of 2023.

Interpretation. 2. To present law, sixth if from *the* text a different meaning arises -

Ch. 224. "general value appreciation" has the importance where it pays off to term
A3/1960 this

78 of 1965 *the* article 2 of about Immobile Property (Possession, Recording and
Estimate) law, Ch. 224 such as he each time is modified or
10 of 1966 is substituted;
75 of 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(1) of 1992
90(1) thereof 1992
6(1) of 1993
58(1) thereof 1994
40(1) of 1996

REV. 2331

31(1) of 1998
144(1) of 1999
123(1) of 2001
57(1) of 2005
5(1) of 2006
55(1) of 2006
136(1) of 2006
120(1) of 2007
121(1) of 2007
150(1) of 2007
165(l) of 2007
27(1) of 2010
61(1) of 2010
82(1) of 2010
83(l) of 2010
48(1) of 2011
45(1) of 2012
155(1) of 2013
110(1) of 2014
178(1) of 2014
180(1) of 2014
41(1) of 2015
48(1) of 2015
54(1) of 2015
15(1) of 2016
66(1) of 2016
67(1) of 2016
32(1) of 2017
138(1) of 2017
139(1) of 2017
71(1) of 2018
78(1) of 2018
79(1) of 2018
42(1) of 2019
43(1) of 2019
145(1) of 2019
54(1) of 2021
131(1) of 2022
131(1) of 2022.

Ch. 96 "Authorities Principle or competent construction principle" means her principle where

N. 35 (l) of 1999 it is responsible for her issue her necessary construction license within
 14 of 1959

67 of 1963 her area or her administrative her region regarding with her which
 6 of 1964 is established or is appointed either by virtue of provisions of of territory
 (2),

65 of 1964 of article 3 of about Regulation Streets and Buildings Law such as
 12 of 1969 he is modified from time to time or
 replaced, either like her

381 of 1969 is established or is appointed or and is differentiated with any another
 13 of 1974

28 of 1974 legislation·

24 of 1978

25 of 1979

80 of 1982

15 of 1983

9 of 1986

115 of 1986

199 of 1986

53 of 1987

87 of 1987

316 of it 1987

108 of 1988

243 of 1988

122 of 1990

97(1) of 1992

45(1) of 1994

14(1) thereof 1996

52(1) thereof

1996 REV.

5062 37(1) of

1997

72(1) of 1997

71(1) of 1998

35(1) of 1999

61(1) of 1999

81(1) of 1999

57(1) of 2000

66(1) of 2000

73(1) of 2000

126(1) of 2000

157(1) of 2000

26(1) thereof 2002

33(1) of 2002

202(1) of 2002
 101(1) of 2006
 21(1) of 2008
 32(1) of 2008
 47(1) of 2011
 77(1) of 2011
 131(1) of 2011
 152(1) of 2011
 34(1) of 2012
 149(1) of 2012
 66(1) of 2013
 40(1) of 2015
 19(1) of 2016
 111(1) of 2017
 143(1) of 2017
 143(1) of 2018
 17(1) of 2019
 53(1) of 2021
 132(1) of 2022.

38(1) of 2016 "insurer" means insurance company or which by virtue of about
 88(1) of 2017 Practicing Insurance and Reinsurance and Other Related Activities
 155(1) of 2018 Subjects Law of 2016 or anyone elsewhere Law modifies him, he can
 38(1) of 2019 to conducts insurance works in Republic of Cyprus in the sector related
 19(1) of 2020 to the imposed insurance coverage obligation-
 123(1) of 2020
 30(1) of 2021
 66(1) of 2021
 170(1) of 2021
 79(1) of 2022
 80(1) of 2022.

159(1) thereof 2012. "mediation" has her interpretation where her is
 given to on Certain Mediation Matters in Civil Disputes Law-

"Administrative Commission" means the administrative commission
 which is also recommended acts under its provisions of this Law;

"Court" means Court where exercises policy jurisdiction except where another Court is provided in this Act;

Ch. 224 "registered" together with them grammars variations and relatives A
 311960 expressions of term his, means registered at Estate
 10 of 1965

75 of 1968 Register where is observed by provisions of about Real
 51 of 1971 virtue of Property Estate and Valuation)
 (Possession, Law, and
 Registration

2 of 1978 includes the share in the property; 16 of 1980
 23 of 1982
 68 of 1984
 82 of 1984
 86 of 1985
 89 of 1986
 12 of 1987
 74 of him 1988
 117 of 1988
 43 of 1990
 65 of 1990
 30(1) of 1992
 90(1) of 1992
 6(1) of 1993
 58(1) of 1994
 40(1) of 1996
 REV. 2331
 31(1) of 1998
 144(1) of 1999
 123(1) of 2001
 57(1) of 2005
 5(1) of 2006
 55(1) of 2006
 136(1) of 2006
 120(1) of 2007
 121(1) of 2007
 150(1) of 2007
 165(1) of 2007
 27(1) of 2010
 61(1) of 2010
 61(1) thereof 2010
 82(1) of 2010

83(1) of 2010
48(1) of 2011
45(1) of 2012
155(1) of 2013
110(1) of 2014
178(1) of 2014
180(1) of 2014
41(1) of 2015
48(1) of 2015
54(1) thereof 2015
15(1) of 2016
66(1) of 2016
67(1) thereof 2016
32(1) thereof 2017
138(1) of 2017
139(1) of 2017
71(1) of 2018
78(1) of 2018
79(1) of 2018
42(1) of 2019
43(1) of 2019
145(1) of 2019
54(1) of 2021
130(1) of 2022
131(1) of 2022.

"Internal Regulations" means the Internal Regulations which may owners of the jointly owned building to draw up and implement, for the management and operation of the jointly owned building-

"owner" means the owner of a unit and/or the owner of a shared building and includes the face where has to avail of registered right of habitation or and unit usufruct-

"Regulations" means the Regulations issued under the Articles 6, 8, 14 and 35 from the Cabinet Council.

"shared property" means any part of a shared building which is not registered as a unit;

"shared ownership building" means whole her its construction construction and has the importance where it pays off to term this, the article 388 of about Property Ownership (Possession, Registration and Assessment) Law, as it always is is modified or is replaced and includes:

- (i) all buildings that have secured a building permit, a subdivision permit, or a certificate of the building permit (certificate of approval, certificate with notes or certificate of no authorized works), pursuant to the Regulation of Roads and Law Buildings, regardless of whether have been registered in the land registry, and
- 6(1) of 1993. (ii) the buildings the which they have registered at estate register before the start of its application on Real Property (Possession, Recording and Assessment) (Amendment) Law of 1993, i.e. 12 February 1993;

"shared" means the amount levied on each owner of a jointly owned building for the expenses required for the repair and maintenance of the common property construction

"real estate register" means the Register maintained pursuant to the provisions of article 51 of the Real Estate (Possession, Registration and Valuation) Law and includes a computerized Register;

"unit owner" means the person registered in the land register as the owner of a unit with a separate certificate of registration, pursuant to provisions of Part II of the Immovable Property (Possession, Registration and Valuation) Law, as it is modified or replaced, or the person who is entitled

to be registered as the owner of the unit whether it is registered in the manner this or No, and includes regarding with unit where held by virtue of a lease registered under Part IV of the Immovable Property (Possession, Registration and Assessment) Law, (which in next will referred to as a "long-term lease"), the long-term lessee or him long term subtenant, where has registered accordingly as the case may be, unless the lease agreement provides that the long-term lessee or long-term sublessee shall not be considered the owner of the unit for the purposes of this Law; lessee or long term sublessee is the lessee or sublessee under a lease or sublease registered under Part IV of the Real Estate (Possession, Registration and Valuation) Law, as amended or replaced from time to time;

"main building owner" means the registered person at estate registry, as owner immovable property on which a building has been erected for which a building permit, a subdivision permit and a certificate of the building permit have been secured, pursuant to the Regulation of Roads and Building Law, but not has issued separately registration of unit or her of construction in estate register according to with them provisions of Parts 11 of about Property Ownership (Possession, Registration and Assessment) Law, as it is amended or replaced from time to time;

"register of co-owned buildings" and "management committees" means the register which is created and maintained pursuant to article 7 of this Law, by the Co-ownership Registration Service Buildings and Supervision Operation of Administrative Committees;

"unit" means floor or part, or part floor, room, office, apartment or store or any another part or space shared building which can appropriately and comfortable to it happens possession and

fruiting as complete separate and self-contained unit for any purpose for which a building permit was secured or residual non accessories development rights, regardless of whether has issued or No separate registration according to his provisions Part 11 of Real Estate (Possession, Registration and Assessment) of Law, as it is from time to time is modified or is replaced;

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

"limited joint ownership" means a part of a joint building granted under section 38F of the Property Act Property (Possession, Recording and Estimation) of Law, as he amended from time to time or replaced, for exclusive use of a or more but not of all units;

"certificate" means a certificate of approval, certificate of approval with notes or certificate of unauthorized works, issued under the provisions of the Roads and Buildings Regulation Act or other certificate provided for in this Act;

"disbursement certificate" means the certificate issued by the Management Committee under section 14;

"face" means natural or legal face

Appendix 1.

"Standards Insiders Regulations" means their regulations set out in Annex I;

"teleconference", means the session taking place remotely, i.e her two-way communication between two or of more groups or individuals through sound, video and audio or electronic systems computers or others media where provide 01

information and communication technologies, provided that one each of members where receives part at session has the ability to hear or see and hear all present at all material times throughout the session.

"Service" means the Service of Registration of Co-Owned Buildings and Supervision of the Operation of Administrative Committees as defined in article 5 hereof of Law;

"Minister" means him Minister of the Interior.

Objective.

3. THE present Law determines the frame for them co1noctes constructions in Democracy with the purpose of their management and her their proper functioning .

Scope .

4.-(1) THE present Law is applied in:

- (a) all them co1noctes buildings her Democracy 01 which they have registered by virtue of provisions of the Real Estate (Possession, Registration and Valuation) Law, as amended from time to time or replaced,
- (b) all them co1noctes buildings where have secured a building permit, subdivision permit and proof of the building permit from the competent authority, regardless if they are registered in the land registry, and
- (c) all buildings which have the legal and/or physical characteristics of the co-owned building, have secured a building permit, permit division, are inhabited and they work as

jointly owned building, regardless of whether they have obtained a license certificate of construction from competent authority and if they have registered in the land registry.

**PART 11 : REGISTRATION SERVICE OF COMMUNITY BUILDING
AND MANAGEMENT COMMITTEES**

Service of
Registration of
Shared
Buildings and
Supervision of
the Operation
of
Administrative
Committees.

5.- (1) Service, the competent building authority by administrative region is defined as it exists or as defined in the applicable legislation:

Of course that, independently of its provisions of this article, the Council of Ministers, by its Decree, upon submission of a proposal by the Minister, may transfer in writing, to any legal entity under public law, an administrative authority or self-government organization in Democracy which exercises power as building authority by virtue anyone law, yes exercises them responsibilities her Service.

(2) OR Service it is competent for her development and him coordination of the necessary actions for the registration and management supervision of jointly owned buildings, without affecting the powers where are exercised from but instruments her Republic according to the current legislation.

(3) 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 Register
Buildings .

6.- (1) For their purposes of present law, or Service creates

and adheres to register for them Shared Buildings, from data via of the Central Information Warehouse and the contribution of the Department of Cadastre and Land Surveying, as well as the Competent Town Planning, Municipal Authorities and District Administrations of the Republic.

(2) At register will are observed the cadastral references of the building and its address.

Buildings
Registration
Service and
Supervision of
the Operation
of
Administrative
Committees.

7.- (1) OR Service has them following responsibilities, within her region or its administrative district, in respect of which it is established or appointed:

- (a) Examines applications and decides for her registration and operation of Administrative Committees of jointly owned buildings;
- (b) examines applications and decides for her exemption of Management Committees for registration in accordance with the provisions of this law and the relevant exemption conditions, regulations;
- (c) compiles and adheres to register for them Administrative Committees of the jointly owned buildings in which is written or Administrative Commission with the members that make it up and its Internal Regulations in accordance with the provisions of this Law;

- (d) issues relevant Confirmation Registration and
 . Functioning of the Administrative Committee of the co-owned building pursuant to the provisions of this Law;
- (e) examines the content of an application for a Steering Committee that falls under the categories of the articles 9 and His 1 of this Law and recommends its mode of operation, setting terms and conditions or with the remuneration of the committee if it does not come from the owners, for the specific activity;
- (f) he has her responsibility Ms her supervision such as to all the owned buildings are operated by an Administrative Committee, in accordance with the provisions of this of Law;
- (g) impose a 10-year fine on a management committee or an owner who violates the provisions of present Law and/or regulatory act issued pursuant to the provisions of present Law Ms decision of the Service-
- (h) call any session and/or consult any officer; of a state service or public organization or of civil law, as well as any person of which 01 opinions or the specialized knowledge in specific theme, possible to be judged useful or necessary for its work-

- (i) in cases where disputes arise between the owners and the Management Committee, the Service pursuant to the provisions of this Law and the Internal Standard Regulations, consults with the owners or refers them to resolve their disputes in Court.
- (j) in cases where the Management Committee of a jointly owned building or the owner or owners erects or tolerates or permits to be erected a building or demolishes or rebuilds or makes any alteration, addition or repair to the jointly owned property, without her permission required pursuant to the provisions of the Law on Roads and Buildings as it is amended or replaced from time to time, the Service may refer to the Court also with a unilateral application (ex parte), to ask for her issue decree from the Court for the removal of the established irregularity or illegality-
- (k) in cases of an abandoned jointly owned building or unit, the Service, at the request of any owner, notifies the owners of the abandoned jointly owned building or the unit located on it, for them necessary actions where will must be taken for the various financial or other issues that arise when a building or unit is abandoned with any security risks-

- (l) on cases dangerous jointly owned building or dangerous unit located on of this or Service notifies her immediately Competent Principle for any actions where should be taken under the provisions of sections 15, 15A, 15B, 15D and 15E of the Roads and Buildings Act, or any law amending or replacing it;
 - (m) submits recommendations to the Minister on the criteria exemption from the registration of a co-owned building from the Register of Co-owned Buildings, as well as for any issues is needed or is amenable to be determined pursuant to the provisions of this Law and for her better application of;
 - (n) prepares together with the other competent Services and in consultation with the Ministry of the Interior for purposes of a uniform policy, informational manuals for *the* public concerning the proper operation of jointly owned buildings as and any matters concerning the obligations and rights of the owners in jointly owned buildings.
- (2) The Service notifies the owners of a jointly owned building on issues that fall within its competences and this notification is communicated by registered post or with electronic mail or by virtue performance with judicial

or private sponsor and/or suspension her in jointly owned building and/or to the door of the unit located on it.

PART 111: MANAGEMENT COMMONWEALTH OF BUILDINGS

Administrative Committee of a jointly owned building.

8.-(1) Each jointly owned building owes to has Administrative Committee for the regulation and management of cases her, sixth and if opt out of the Service, pursuant to subsection (1) of article 7.

(2) At Management Committee no they can to participate individuals which does not it is masters of the units, or owners of the jointly owned building.

(3) OR Management Committee is also recommended acts according to with the provisions of this Part and of the Model Internal Regulations or Model Regulations, and must inform the Service about its election and submit an application in accordance with subsection (4) with the payment of registration and related fees annual end registration according to with the Annex 11.

Annex 11.

(4) For the registration of the Administrative Committee in the Registry, an application is submitted to the Service on a specified form accompanied by the finally where provided for in Annex 11, together with the Bylaws or Model Bylaws governing it:

It is understood that this obligation is also imposed on buildings that have obtained a building permit and a division permit and on jointly owned buildings that have not been registered in the land register and for them which has be secured permission construction, permission

division and, certificate her license construction from the competent authorities:

It is further understood that, despite the provisions of this article, it is given extension for mandatory information her Service until and 6 months from the entry into force of this Law.

(5) The Service takes its decision on the registration of the management committee, provided that it examines that the members of the management committee committee it is owners her joint owner construction and that they have drawn up Internal Regulations or adopt the Internal Standards Regulations.

(6) The registration of the Administrative Committee in the relevant Register of Administrators Committees her service, imparts at Administrative Committee legal entity and based on it exercises the powers and duties defined in the Law and in the Standard Internal Regulations.

(7) The annual renewal of the registration is done by submitting an application from the management committee and paying the fee of Appendix II and after the Service is satisfied that the management committee continues to operate for the jointly owned building. In opposite case apply the provisions of articles 9 and 10 for the appointment of a temporary administrative committee.

Interim
Management
Committee.

9.- (1) After register one jointly owned building in estate registry, or has been issued a building permit, a subdivision permit and a certificate of the building permit, or has a building and subdivision permit and is inhabited and operates as a jointly owned building, owners who applied for registration must appoint an interim Management Committee until the first Management Committee is established under the Model Bylaws. In case it doesn't it is possible the owners where they applied for registration, due

to request from the Service, the appointment of a temporary Administrative Committee of the building and the Debtor Service to respond.

(2) The composition of the temporary Management Committee will correspond to the recommendation of the owners who applied for registration. If there is no such recommendation, the Service, according to its administrative authority, it would appoint a Steering Committee from the owners of the jointly owned structure or, if this is not feasible, from other persons in the second case δύνανται to define amorva for these persons.

(3) Executive Committee which is appointed as a representative of of subsections (1) and (2) will be considered for all purposes, Administrative Committee established we work of the actions of the Party his Ms of the Standard Internal Regulations.

(4) The term of office of the Administrative Committee established pursuant to subsection (2) expires on the day determined by the Internal Regulations.

Lawsuit in
case of non-
existence of
an Executive
Committee.

10.- (1) In the event that the Administrative Committee ceased its operation, or did not renew the registration of its operation, the Service appoints, upon application by any owner, an Administrative Committee of the jointly owned building and will be applied, subject to of proportions, for him spark, him fee definition and **its** legal status, the provisions of article 9:

It is understood that, when submitting such an application, they must be provided documents or and statement such as will demand or Service, proving that the application in question was submitted only due to the non-existence of the Administrative Commission.

(2) In case where the Insiders Regulations provide for election her Administrative Commission from the general meeting of

owners, the Service shall not exercise the powers conferred on it by subsection (1) unless it convenes a general meeting of the owners for the election of a Management Committee and such meeting does not in election her Administrative Commission or if satisfied that under the circumstances, it is not feasible to convene a general meeting.

Management
Committee
Fee.

11. OR remuneration her Administrative Commission is defined with decision of the owners of units in General Meeting of owners. OR fee is an expense for the coverage of which the owners are required to contribute as a common use amount pursuant to article 20. In the cases of a temporary or non-existent Management Committee, such as understood at articles 9 or 10 of present law, her remuneration of the Management Committee defines the Service.

Responsibilitie
s of the
Administrative
Committee.

12.-(1) OR Administrative Commission:

- (a) act for and on behalf of the owners;
- (b) is responsible for its application of Law and of the Interior or Standard Internal Regulations,
- (c) exercise the powers and perform the duties specified by or under this Law.

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

- (a) Yes sues and is sued in relation to any matter relating to the jointly owned property or jointly owned building in a Court;
- (b) sue and be sued in respect of any damages or damage where caused to the jointly owned property by any person, regardless of whether that person is the owner or not;
- (c) to concludes contracts in relationship with any issue where concerns the maintenance, renovation, jointly owned energy and management upgrade of it construction:

Provided that, for matters or issues arising for the management, security and maintenance of the jointly owned building, the Administrative Commission with transparent procedures, will informs them owners for them offers that are taken from naturally or legally persons who possess the necessary legal documents certifying their compliance with her applicable working, insurance and tax legislation, and will then proceed to enter into any contract-

It is further understood that, in the event that the contract concerns legal entities, they should be registered with the Registrar of Companies and ensure the necessary documents of the company certifying the registration and the purposes of the company that they concern the maintenance and management of buildings:

November 1 étr, further otr, nobody would participate¹ in session her Unexploited Return Hi making a decision on a matter related to a person who has 1 Having a relationship or consanguinity by blood or consanguinity up to the fourth degree or being in acute enmity with the person to whom the decision relates or who has interest in its outcome or a general conflict of interest arises;

(d) to sue and be sued in relation to any matter relating to the application of the provisions of this Law or the Regulations issued thereunder, in the District;

(e) to apply sanctions to Owners Hi her non-payment of communal fees related to access to or passing through communal areas, For the repair of which the master or 01 Sun 10l of units not contributed by:

Noital that 01 punish not they can they are denied absolute access in the unit.

13.-(1) OR Hand gesture Commission, between others, has 1 obligation-

Obligations of
Incompetent
Commission .

(a) **To** checked, operated, used Ms be responsible for the jointly owned property and the jointly owned structure and to carry out any act that necessary to enforce the Standards or Internal Standard Regulations and to ensure of services where determining

by or under this Act or the Regulations ;

- (b) to maintains in good and functional situation and to maintain the common property and such other parts of the common building, improvements and appurtenances, or by virtue of this Act or the Regulations;
- (c) to convene a general meeting of owners at least once a year or within twenty-six months and each another meeting where determined by this Law or the Internal Regulations and to keep a register of its decisions-
- (d) to complies in each settlement agreement, notice, order or other decision of any competent administrative body; principle, mediation or Court or person in relation to jointly owned property;
- (e) to concludes any insurance determined by or under this Act or the Regulations;
- (f) to pay premiums in respect of any insurance it has taken out;
- (g) to dispose of the insurance money collected, such as are determined from or by virtue of this Law or the Regulations;

- (or) to provide facilities and services for common areas only to owners who do not owe commons provided that does not deprive her absolute access to their unit .
- (i) to keep in good situation archives of the jointly owned building in which the decisions of the Administrative Committee are registered and her General Assembly, the any agreements current and historical has that concluded, financial of situations accounts her in and credit institution, insurances, offers, details of movable property of the jointly owned building and details of its owners or owners and their debts.

(2) For purposes of taking out any insurance pursuant to subsection (1) of article 23 or any other insurance permitted by or pursuant to this Part or the Regulations, the Management Committee shall be deemed to have an insurable interest in the replacement value of the jointly owned building, as well as in the subject matter is insured.

(3) No insurance permitted by or under this Act and entered into by the Management Committee in relation with the jointly owned building is not subject to set-off with any other insurance, except insurance permitted by or under Law of this or of the Internal Regulations in relationship with the same building.

Powers of the
Management
Committee.

14.-(1) OR Management Committee, between others, has power-

(a) To establish and maintain a fund and account in a credit institution from the joint user contributions of the owners of the units by virtue of Article 20 and from other sums which from time to time they are decided at the general or extraordinary general meeting, which at the discretion her it is sufficient and where can to use-

- (i) for management costs and for the control, operation, direction and management of the joint property property and for her payment of insurance premiums;
- (ii) for repairs, renovation, energy upgrading and maintenance of the jointly owned building and
- (iii) for the execution or fulfillment of any authority, duty or obligation of:

Provided that the Management Committee, by decision of the General Assembly, opens a relevant bank account in a credit institution, in which the persons managing it are declared in the minutes her and with controllability or and monitoring of, by the owners of the jointly owned building-

(b) to establish and maintain a fixed amount as a reserve fund from them user contributions of of the units pursuant to article 20 or other amounts where against times are decided against the general or emergency general meeting, for purposes

building repairs or of the common
maintenance- property

- (c) to determines and imposes from time to time the amounts to be collected by the owners for them purposes which referred to in paragraphs (a) and (b) and the time and method of payment their-
- (d) to determine and impose any other amount beyond that provided for in article 20 and following its decision seventy-five percent (75%) of the owners from the general or extraordinary general assembly, as a contribution from the owners of the units for the needs of the jointly owned building and the time and manner of its payment;
- (e) to collect the amounts determined in accordance with paragraphs (c) and (d), by imposing a contribution on the owners-
- (f) to enter into a loan agreement with any natural person or legal face for the analogous or and necessary amount for the purpose of repair, renovation, energy upgrade or maintenance of the jointly owned building afterwards from her decision General Assembly of seventy-five percent (75%) of the co-owners in the jointly owned property;
- (g) after relevant decree of the court in a unilateral application, to recover temporary possession of part of a space or unit located in the jointly owned building, where the owner does not respond to the immediate repair of the damages they have caused from the part this or her unit,

with purpose her realization of repairs or maintenance that is reasonable necessary.

(or) to retrieves with treatment, or after from settlement agreement by virtue of mediation, by the owners any amount of money spent by the Management Committee on repairs or work done by her or at its discretion, in order to comply with any notice, order competent administrative body, Court, Mediation, authority or person in relation to a part of the building which includes the unit of that owner;

(i) to issues certificate of payment of common users for purposes of transfer, lease or alienation of the unit by the owner.

(2) Subject to its provisions paragraph (1) any contribution which may be imposed to required and have to paid after the relevant decision has been made, and the Administrative Committee may by action to recover her contribution as and her retrospective its collection by the owner at the time of the decision or and at the time of filing the lawsuit.

(3) The Administrative Committee, upon application by the owner or any person duly authorized by him or a credit institution that has an interest in a unit of the jointly owned building, must issue:

(a) written confirmation for the amount her contribution and or the manner of payment of the owner's commons;

(b) written confirmation for the paid from the owner amount of the common user contribution.

- 9 of 1965
- 51 of 1970
- 3 of 1978
- 6th of 1981
- 181(1) of 2002
- 59(1) of 2006
- 122(1) of 2007
- 52(1) of 2008
- 26(1) thereof 2010
- 120(1) of 2011
- 142(1) of 2014
- 197(1) of 2014
- 4(1) of 2015

(c) certificate repayment common users, where is necessary for the alienation or for the lease of the unit in accordance with the Transfer and Mortgage Law, or and for her assignment of the contract sale her unit according with the Sale of Real Estate (Special Execution) Law, or for the lease of the unit, by which it will be verified that the utilities have been paid and no amount is due:

Of course , the relevant certificates
 and/or the certificate
 payment common users may to are issued
 and from legally

27 (1) thereof 2015

32(1) of 2015

mandated representative her Administrative Commission:

42(1) of 2015

46(1) of 2015

53(1) of 2015

Provided further that, possibly refusal or failure of 75(1) of

2015 Administrative Commission to issue them any certifications or and 76 (1) of 2015

certificate repayment common users, after her payment of

133(1) of 2015

due amounts from him owner, gives conductivity right to

139(1) of 2015

CORRECTION Fri. I(l), owner for compensations from luck damage where was caused or and

E.E. 4531 complaint her deed of this one in Service, for issue administrative

198(1) of 2015 fine.

87(1) of 2018

118(1) of 2019

138(1) of 2019

61(1) of 2020

195(1) of 2020

212(1) of 2020

98(1) of 2021

185(1) of 2021

82(1) of 2022

147(1) of 2022

173(1) of 2022

204(1) of 2022

10(1) of 2023.

(4) The certificate and/or the certificate of repayment of common users issued pursuant to subsection (3), shall constitute prima facie evidence of the matters certified therein, for the benefit of each person who deals with him owner him and will be accepted by public authorities in particular for purposes of alienating the unit by virtue of transfer, restructuring or and assignment agreement.

(5) Where is required or efficient maintenance or management of the common areas of the jointly owned building, the Management Committee has the right to carry out repairs or maintenance in part or unit her jointly owned building, when such repairs it is reasonably necessary for to ensure the safe and effective occupation or the peaceful enjoyment of possession of any unit or units of the jointly owned building.

(6) The Management Committee shall not carry out repairs or maintenance under subsection (1) unless-

- (a) has received all the reasonable measure for to ask for by e-mail notification and/or posting on the door of his unit by the owner who had the responsibility for carrying out such repairs or maintenance to do so;
- (b) allowed him a reasonable time to carry out the repairs or maintenance and;
- (c) secured a relevant decree to recover temporary possession of a part or unit for carrying out repairs or maintenance.

(7) Any cost or expenses arise from her procedure for issuing the decree for temporary possession of the department or unit or and expenses repair or maintenance from her Management Committee, it is required with legal interest and the owner of department or unit must pay them as a legal debt to the Administrative Committee.

(8) Each notice or performance to owner unit or unit tenant or other interested person from the Administrative Committee is done by registered mail or by e-mail or by virtue of service with a judicial or private agent and/or posting it in the jointly owned building and/or in its door unit located on it.

Convergence
General
Assembly.

15. If or general meeting of owners do not be convened deadline in accordance with the provisions of the Internal Standard Regulations or Internal Regulations, the Service may, at the request of any owner, to convene it and determine the issues to discussion. In case she will be applied the provisions of the Internal Standard Regulations or Internal Regulations governing the general meeting as if the meeting had been convened in accordance with these provisions.

Internal Ksnons of
regulation,
operation, use
etc. **building**
properties.

16. (1) Regardless of communal buildings where adopt the Interiors Standard Regulations, condominiums will be regulated and governed by Internal Regulations that will provide for the control, operation, management, administration, use and enjoyment of the units and the condominium property and will regulate the relations between the owners and the rights and obligations them regarding the jointly owned building and the jointly owned property.

(2) The owners her shared building they can draw up Internal Regulations and they can their modify, to review them, to replace them or to recall them:

- (a) by decision of the General Assembly of the owners of the units of at least seventy-five percent (75%) thereof of a share in the jointly owned property, or
- (b) with decision her General Assembly of owners of the common property of its construction seventy five them one hundred (75%) of their registered share:

Provided that, for buildings registered before the application of the Immovable Property (Possession, Registration and Valuation) (Amendment) Law, on February 12, 1993, the share in the jointly owned property will be calculated on the basis of the then applicable general assessment value unless otherwise agreed:

It is further understood that the General Assembly of the owners of the jointly owned building is properly constituted, constitutes quorum and its decisions are binding on all owners whether they have the right to vote or not according to the provisions of the Law and the Regulations.

(3) The Standard Internal Regulations apply to buildings for which a building permit has been issued and which have not yet been registered as jointly owned buildings in the land register:

It is understood that, after the registration of jointly owned buildings, the owners of units they can to draw up Interiors Regulations and to modify them, to review them, to they replace them

or to their recall, as provided at verse (2) and to stop to use the Internal Standards Regulations.

(4) Insiders Regulations where are drawn up by virtue of Part of it have to are consistent with its provisions of this Law.

(5) No Bylaws and no amendment, revision, replacement or revocation of any Bylaws shall operate so that-

(a) To prohibit or limit the transfer of the units by inheritance or any transfer, lease, mortgage or another transaction regarding with these or to is eliminated or to is modified any slavery or right where was introduced from or by virtue of or consequent upon this Law or any other Law;

(b) terminate, alter or revoke any owner's rights;

(c) to imposed on any owner obligation or payment or nature or extent of which is not defined by or under this Part or the Internal Regulations, except if this it is done after from consent of the owner;

(d) to designate a certain part of the jointly owned property as limited jointly owned property and to be granted exclusively to a specific unit, unless this is done in accordance with article 38F of the Real Property (Possession, Registration and Valuation) Law, as amended or replaced.

(6) The Internal Regulations may provide that the owners, by resolution at their General Meeting of seventy-five them one hundred (75%), they can reduce or to exempt from any expenditure, where provided at verse (1) of article 20, any unit master and reconsider or annul their decision by eliminating the grounds on which it was based.

Decisions of the gentlemen units or owners of the jointly owned building.

17. Each decision of of owners who taken according to the Internal or Standard Internal Regulations and is registered at register decisions will binds each owner whether it was owner against the time download her decision either it was done owner after her. Any owner may inspect the record of decisions at a reasonable time.

Registration of Internal **Regulations and** commitment.

18.- (1) All Internal Regulations made in accordance with the provisions of article 16, and any amendment, revision or replacement thereof will are registered under it of territory (2) and, once such registration is made, they will bind each owner and each subsequent owner.

(2) The registration of the Internal Regulations or any amendment, review or replacement their will conducted, since or Administrative Commission file duly certified copy thereof in Service according with it article 8 and will register for this note in the Register of Administrative Committees and Register of Shared Buildings.

Standard Internal Regulations. Annex 1.

19.- (1) When not done registration of Internal Regulations pursuant to article 18, the Model Internal Regulations set out in Appendix I will be considered registered, in relation to the relevant jointly owned building, as Internal Regulations.

(2) When those registered pursuant to Article 18 of the Internal Regulations do not provide for any issue, the issue this shall be governed by the corresponding provision of the Standard Internal Regulations.

PART IV: MAINTENANCE AND INSURANCE OF COMMON BUILDINGS

Maintenance costs etc. joint owner property.

20.- (1) Observed of provisions of present article, the owners participate and contribute through the payment of common users to the costs necessary for insurance, maintenance, repair, restoration and management her joint owner property and for securing, shaping and maintaining the amenities, facilities and services that are determined by the This part or from the Internal Regulations:

Provided that, it is exempted from its provisions of subsection (1), unit which by virtue of the building permit and division permit, concerns infrastructure projects such as substation her Principle Electricity Cyprus and but related infrastructure projects for this purpose.

(2) The ratio 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 not including, remaining unused development rights:

Of course that, the acreage of verandahs and external, covered and uncovered, is not calculated to determine the proportion of heating costs. For other expenses, unless otherwise provided differently to the Interiors regulations, the

covered terraces and balconies participate with a rate of 40% of the contribution factor of the covered area and uncovered terraces and balconies participate with a percentage of 20% of the contribution factor of covered space:

Of course further that, in case construction where consists of units of different use, the proportion of each owner's share in the above costs may be determined in the Internal Regulations based on other criteria, including the kind and the extent of the resulting use, burden, nuisance, pollution or the danger caused by this use:

Provided that, further that, any additional amount which is decided on general or general emergency meeting to paid by them gentlemen units for repairs and maintenance that not refers to the Internal or Standard Internal Regulations, shall be calculated and levied on the basis of the proportion of the share of each master unit.

(3) The owners with decision their in General Meeting their of seventy-five percent (75%), in the event that the Internal Regulations provide for it, they can reduce or to discharge from any expenditure, which is foreseen in the verse

(1) any unit master and reconsider or annul their decision by eliminating the grounds on which it was based.

(4) The costs of maintenance, repair, restoration and management of limited common property shall be borne by the owner of the unit to whom exclusive use has been granted.

(5) In case of jointly owned building consisting of separately independent buildings, the each one from the which it's happening from more her once unit, the referred to at verses (1), (2) and (3) Internal Regulations may determine that the expenses for the insurance, maintenance, repair, restoration and management of it joint owner property of each building will they weigh only the owners of the building in question.

(6) In the event that the unit owner has entered into contract lease for her unit of, in in due to contract will mention is made of the lease and will may includes and the corresponding monthly How many where owes the unit owner in the Management Committee and that these subject to modifications following a decision by the Management Committee.

Actions for non-payment of imposed sums by owners.

21. (1) If any person unit owner omits or neglects to pay the dues pursuant to this article or the Internal Regulations, or the Standard Internal Regulations or otherwise decided by the Management Committee in accordance with; sums payable to him, h Management Committee can:

- (a) to proceed in any expenditure reasonable necessary for the purposes of subsections (1), (2), (3), (4) and (5) of article 20; and
- (b) to act in accordance with its provisions of subsection (2) thereof of article 14 and to demand by action the amount owed by the owner, with legal interest and after issuing a relevant decision of the Court, may register de facto weight in motionless property of the negligent owner for the corresponding amount of costs due under the Civil Procedure Law;

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14 of 1960

11 of 1965

161 of 1989

228 of 1989
REV. 3374
51(1) of 1999
134(1) of 1999
58(1) of 2003
66(1) of 2004
138(1) of 2006
62(1) of 2014
101(1) of 2014
138(1) of 2014
109(1) of 2018.

(c) to impose restrictions related to access or transit in or from shared premises, for repair or maintenance where not there was a contribution, but without to is cut off access to his unit-

(d) to impose a fine on the owner who refuses or neglects to pay the accordingly to him utilities or expenses-

(e) to act at base of provisions of of article 32.

(2) In case the unit owner has leased the his unit and does not pay it amount owed, the lessee may to pay the amount owed by the unit owner to Management Committee and then to deduct the amount paid from the rent owed to the owner of the unit, subject to the terms of the relevant lease agreement in accordance with subsection (6) of article 20.

(3) In the event of a lawsuit being filed by the Administrative Committee vs owner for purposes debt collection in relationship with them expenses of of territory (1), or defense of owner it is done

accepted for entry from him Logger of Court only in case the defense is accompanied by:

- (a) by proof of of accounting Court that has been filed at Court the amount referred to in the action due as arrears of utility bills on the date of its registration,
- (b) from a receipt of collection of the common users by the Administrative Committee or from a receipt of the Administrative Committee or representative of this:

Provided that, the decision of the Notary to accept or reject the registration of the defense is placed before the Court, within three (3) working days for final approval or rejection, the and the decision of the Court is not subject to appeal.

Co-ownership
suitability study
construction.

22.-(1) The Administrative Committee must take the necessary steps actions, when and since this judged necessary and/or after they pass the ten years from her date construction her shared building, that to is carried out study suitability her jointly owned building (static, mechanical and electrical control), by professionals, members of the Scientific and Technical Chamber of Cyprus (ETEK), who prepare the relevant study and submit it to Management Committee. OR study eligibility will be conducted every decade unless it is deemed necessary to do so earlier.

(2) In the event that the relevant study proves the danger of the jointly owned building, the Management Committee must inform the owners and the Competent Authority of the necessary actions, based on provisions of Regulation Streets

and Buildings Law, as it is amended or replaced from time to time .

Insurance of
jointly
owned
buildings.

23.- (1) (a) OR Management Commission owes to insures and to always keeps her insured owned building for insurance purposes, against fire, explosion from any cause, lightning, flood, escape of water from any tank, device or earthquake protection pipe, with the amount corresponding to the replacement value of the building.

(b) In addition, the Management Committee must maintain civil liability insurance of jointly owned building with an amount it decides as a minimum amount per incident and/or with an accumulated amount per year and/or any other insurance required by any other Law.

(2) For any other risks, insurance will be mandatory, only if this is decided by a percentage of ownership over fifty percent (50%) of the total area of the units of the co-owned building, in a General Assembly of the co-owners in the co-owned building.

(3) 01 expenses insurance of the co-owned building for insurance purposes pursuant to this article are distributed by the Management Committee, depending on the case, to 1d1owners 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 subsection, the Administrative Committee can to proceed to any act and in any expense reasonably necessary for this purpose and may recover either by virtue of mediation or by action the amount owed by the offending owner under with them Sort it out of Law his.

(4) In case where or damage is caused from owner unit to another or and in the jointly owned building and o owner no carries out a repair and this is not covered by the insurance, the Management Committee may carry out a repair and demand the amount of repair from the owner of the resulting unit or where originated or where was created damage or and or expenditure.

Mandatory
Insurance
Update in the
Service.

24. (1) The Administrative Committee has an obligation to inform in writing her Service for her her insurance shared building.

(2) The Service, in case or Management Committee does not insure it jointly owned building or not inform her Service for insurance her according to with them its provisions of territory (1), informs the owners in writing of the their obligation regarding insurance her jointly owned building as well and for their risks from not insuring the jointly owned building and imposes administrative fine one thousand euros (€1,000) euros:

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

Conclusion of
Separate
Insurance.

25. (1) Unit owners have the right to take out insurance for the content of units their against fire, explosion from any cause, lightning and earthquake and to make it known this fact to the Management Committee. OR in due insurance should also include any risks and damages arising from their unit and affect other units of the jointly owned building.

(2) The provisions of this Part may in no case be interpreted that exclude to owners it right

conclusion separate insurance of units their, against of any risks for which insurance may or may not have been taken out for the entire jointly owned building, but the conclusion of such insurances and the possible occurrence of any joint insurance risk, cannot result in the netting by the specific insurers of any amounts payable to the Management Committee.

Value .

26.- (1) O insurer is obliged to receive all required information so in order to insure the jointly owned building for insurance purposes at its replacement value:

It is understood that this amount will in no case be greater of amount for the which insured or jointly owned building or her overall market value of units of this minus the value of the land.

(2) For their purposes insurance joint owner construction

- (a) the common property building not includes the land on which it is built, and
- (b) or "value replacement her joint owner building" means the total expenditure required for the reconstruction of a building of the same characteristics and includes any costs for demolition or moving debris or for any other related work.

**PART I: SOME OR TOTAL DESTRUCTION OF SHARE
BUILDING**

Partial or total
unit destruction.

27.-(1) In case of partial or total destruction of a unit from any cause, not insured in accordance with article 25, the owner, within the absolutely necessary period of time and at his own expense charge, will receives measure for her reconstruction, repair or restoration of the unit and restoring her to her previous state.

(2) Priority should be given to rebuilding, repairing or restoring affected sections or areas her seamless use and fruiting of others units or the jointly owned property.

(3) The owner who omits or neglects to comply with the obligations provided for in subsections (1) and (2), must, in addition to any other obligation or liability imposed to him from or by virtue of provisions of present Law or the Regulations, to compensate the other owners, if due to his negligence or omission the disruption of the free, uninterrupted and full use of these units or the jointly owned property is prolonged.

Partial
destruction of a
jointly owned
building.

28. In case of partial destruction of a jointly owned building from any cause, insured in accordance with article 23, the Management Committee, as soon as it receives the corresponding amount of money of the insurance, will allocate it for the reconstruction, repair or restoration of the jointly owned building.

Total
destruction
of a jointly
owned
building.

29.-(1) H a jointly owned building is considered totally destroyed, when they so decide, the owners who own seventy-five percent (75%) of the jointly owned property, in a general meeting called for this purpose:

Of course that, such a decision does not bind a licensed insurer with whom insurance has been concluded regarding the jointly owned building.

(2) In case where a decision will be taken, pursuant to it of subsection (1), according to which the jointly owned building is considered completely destroyed, the owners will they decide for the measure where must be taken as well as its declassification as joint ownership and conversion her in jointly owned plot with her ratio of of their shares, in a general assembly that will be convened specifically for this purpose. **The** decision must be taken by a majority of seventy-five percent (75%) of the owners.

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

- (a) The whether the jointly owned building will be considered totally destroyed by virtue of subsection (1); or
- (b) the measures that are to be taken under subsection (2), an application may be made to the Court for an order in respect of **above** issues.

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

(5) In the event that the Court issues a decision, that the joint property construction is totally damaged or the Court issues a decision regarding the measure where will taken by force of of subsection (2), the Court may by order, impose such conditions and to give such instructions, including instructions for her payment

sums of money, such as will judge expedient c1a him fair distribution of the consequences of the decision among all Owners.

(6) In case that the Judge¹⁰ issue decision, that the jointly owned building is not completely damaged, it can give any instructions judge appropriate, included instructions for the reconstruction or restoration, in whole or in part, of the co-owned building. In the exercise of the powers granted to him from the verse this, the D1^{kastir}¹⁰ can to issue 1 such decision or decrees, as it deems necessary or appropriate for the implementation of its instructions, including decisions or decrees by which-

- (a) The disposal of her money of insurance in relation to damages to the jointly owned building which received by the Management Committee;
- (b) the payment of sums of money by the 1owners is ordered or a or parts from them-
- (c) such conditions are imposed, such as Judge¹⁰ will deems appropriate.

(7) For the purposes of this article, the application to the Court¹⁰ may be submitted by the Administrative Committee or by an owner or any person who has a registered encumbrance or right.

(8) In case of submission of such an application to the Court pursuant to this article, any licensed insurer who has taken out insurance in relation to the jointly owned building has the right to appear before the Court.

(9) The Court may amend any decree issued pursuant to this article.

(10) In case submitting an application by virtue of article of this, the Court with decision or decree decides and as to the payment of such costs as it may deem fit.

Sale of jointly owned building in total damaged.

30. OR decision for her sale jointly owned building, which has completely destroyed or has fully accounted for damaged, she needs its consent to General Meeting of owners of seventy five per cent (75 %).

Interest of owners in case of destruction or termination of the jointly owned building.

31. In case of total destruction of the jointly owned building, as provided in article 29, or in case of sale of the jointly owned building, as provided in article 30, or forced expropriation, the respective interests of the owners:

- (a) will it be the respective shares of masters of units in the jointly owned property, as provided in article 380 of the Real Estate (Possession, Registration and Valuation) Law, as amended and replaced, or
- (b) will it be the respectively registered shares of owners of jointly owned buildings:

Provided that, for buildings registered before the application of the Immovable Property (Possession, Registration and Valuation) (Amendment) Law, on February 12, 1993, the share in the jointly owned property will be calculated on the basis of the then applicable general assessment value, unless otherwise agreed.

PART II: GENERAL PROVISIONS

Offense of failure to comply.

32.- (1) Management Committee of a jointly owned building or an owner who neglects or fails to comply with any obligation imposed from or by virtue of Law his or of Regulations, such as understood on provisions of articles 7(1)(j), 8, 9, 13, 14, 17,18, 21, 22, 23 and 24 commits offense and subject to in case of conviction, in monetary penalty where not exceeds the amount of €3,000.00.

(2) Without prejudice to subsection (1), any owner who fails to pay an amount required of him by the Management Committee under subsection (1) of section 20 within sixty days from the date on which he was notified of the demand shall be guilty of a criminal offence and is subject to in prison for period not exceeding six months or to a fine not exceeding the five thousands euros (€5,000) or and on these two penalties.

(3) The Court may, in addition to or in lieu of any other penalty, order a person convicted of this such as pay to Management Committee compensation not exceeding six thousand euros (€6,000).

(4) None not is condemned based on of criminal offence of subsection (2), if he proves that-

- (a) could not, by exercising reasonable diligence for this purpose, pay an amount which the Management Committee requires him under subsection (2), within sixty days of the date on which he was notified of the demand, or

(b) did not pay an amount, the which or Administrative Committee requires him in accordance with subsection (2), within sixty days from the date on which notified of the claim, because he demands from the Management Committee at least the same amount as compensation for a valid reason, as for the infringement contract or her in weight of committing civil offence from the Administrative Commission or on behalf of the Management Committee.

(5) A court exercising criminal jurisdiction may, in addition to the imposition of a pecuniary penalty, by virtue of subsection (1) to order the convicted face, down from such terms and within such a deadline as it deems reasonable, to proceed or avoid the doing any act or omission to relation with which the has been committed specific crime.

(6) Criminal prosecution by virtue of of this article is not carried out without the his consent Attorney General of the Republic.

Administrative Fine

33.-(1) In the event that the Service finds that the owner or the Management Committee by act or omission in relation to the jointly owned building, violates the provisions of this Law and/or regulatory administrative act issued pursuant to the provisions of this Law and /or decision of the Service, the Service may imposes in such owner or in Administrative Committee, administrative fine not exceeding one thousand euros (€1,000), depending on the its gravity violation, regardless of whether criminal liability is incurred under this Law or another law or regulatory or administrative deed.

Of course that, while pending procedure criminal prosecution person or is being investigated possibility of starting it for act or omission constituting a criminal offense hereunder law, he can't to

initiate a procedure for imposing an administrative sanction or imposing an administrative fine for her same act or failure by virtue of this Law.

(2) Before imposing an administrative fine, the Service shall notify in writing, by hand or with introduced letter or through facsimile or by e-mail or by virtue of service with a judicial or private bailiff and/or posting it on the door of the unit where the affected person is located or the Administrative Committee for its intention to impose the administrative fine, informing the for them reasons for their whom intended to act in this way and giving it the right to submit representations, within a deadline five working days days from the day of the notice:

(3) The Service imposes an administrative fine pursuant to the provisions of subsection (1) of this article with its written and reasoned decision, which it forwards to the affected person for hand or with introduced mandate or via by facsimile or by e-mail or by virtue of service with a judicial or private donor and/or posting it on the door of the unit located on it This decision:

(a) determines her infringement.

(b) inform the affected face-

(i) about of right of to offend the decision-

(A) with hierarchical recourse before of
Minister, according to with the article 34, and

(B) by appeal to the Administrative Court, in
accordance with Article 146 of the
Constitution, and

(ii) for them deadlines within of whose the
aforementioned rights may be exercised; and

(y) becomes executor with the its transmission .

(4) THE Minister may to determines with his instructions the indicative criteria for calculating the amount of the administrative fine imposed, pursuant to the provisions of subsection (1), without limiting the discreet her fluency Service to decides freely about it of his height imposed administrative fine, with on a case-by-case basis:

Of course that the non setting indicative criteria no affects the possibility of imposing an administrative fine, provided that the fine imposed by her Service or the amount of fine imposed is approved by the Minister.

(5) The affected face and the authorized from that person or the Administrative Committee are each entitled to challenge, with a hierarchical appeal before the Minister in accordance with article 34, the decision of the Service, pursuant to this article on imposing an administrative fine.

(6) In case of refusal and/or omission of a person or of the Administrative Committee, on whom an administrative fine was imposed pursuant to this Law, to pay such fine to the Service, the Service takes legal action and collects the amount owed as a civil debt owed to the Republic.

(7) The administrative fine where is imposed by virtue of its provisions present article, recommends charge on her joint owner

building or the affected unit or an interest in the real property, which is satisfied in preference to other creditors, but second to the last mortgage.

(8) In the event that the administrative fine imposed pursuant to the provisions of this Law was successfully contested either before the Minister as defined in article 34, or before the Administrative Court, according to article 146 of the Constitution, the following apply -

(a) paragraphs (6) and (7) of this article do not apply regarding with such administrative fine.

(b) the Service shall return any paid administrative fine referred to above; to the person who had paid it.

Hierarchical
appeal
before of the
Minister

34.- (1) (a) Any affected person or the authorized person from that of person or or Administrative Committee of the jointly owned building, may to offend me hierarchical appeal before of Minister any decision her Service for the enforcement administrative fine against the article 33 of present Law.

(b) OR hierarchical recourse before him Minister is exercised in writing within in deadline fifteen (15) days from the date of delivery by hand or by hand by registered letter or of facsimile or of electronic mail or her performance with judicial or private sponsor or/ and her her post in unit port where is located on of her notification of the challenged decision to the affected person or at authorized from this person or to the Management Committee.

(2) The appeal according to subsection (1) of this article does not suspend the execution of the decision.

(3) The Minister examines the appeal and, after listening to the interested parties or giving them the opportunity to express their views in writing, decides on its fate, in accordance with subsection (4) of this article, within thirty (30) days at the latest .

(4) The Minister may issue one of the following decisions:

(a) to validate her contested decision; (b) to

cancel the aggrieved party decision.

(c) to modify her offended decision.

(d) to proceed in issue new decision in replacement of the affected one.

The Minister shall notify the decision he issues pursuant to this subsection by hand or by registered letter or facsimile or email or delivery with judicial or private grantor and/or hanging it on the door of the unit located on of this to appellant, as well as at affected person or to the person authorized by him face or to the Management Committee.

Mandatory
update of
owners
address for
communicatio
n purposes ,

35.- (1) The owner of the unit is obliged to notify the Management Committee of his address and his e-mail address or fax for the purposes of communication, information and performance.

notification and performance.

- (2) OR information according to with the verse (1) includes at least the following:
- (a) The data of owner her unit-
 - (b) the address her permanent residence of owner;
 - (c) the address of electronic of mail or other electronic medium;
 - (d) the data of authorized person of the owner if there is a special power of attorney document:

It is understood that, if the owner changes his contact details for information and service purposes, he must change them such as inform appropriately the Management Committee with its new address.

(3) OR address or or his address email or fax where is declared, or and is notified from the owner in the Management Committee at cases where needs information or communication or notification pursuant to the provisions of the Law and Internal Standard Regulations or Internal Regulations of the joint owner construction, is considered as legitimate for purposes call and performance.

Publicatio
n of
Circulars

36. The Service may issue circulars to define procedures for implementing 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 for all of them communal buildings in the Republic.

37.- (1) The Cabinet can to issues Regulations and to publish them in the Official Gazette of the Republic for the best application of provisions of Law his for them communal buildings in the Republic.

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

- (a) Specifying any type of application; notice or other document permitted or required under the provisions of this Law;
- (b) him determination or amendment of fees or rights in relation to any document or matter under this Act;
- (c) the determination of fees or rights and the Mediation mechanism for the various issues of the management of the jointly owned building, or any other issues and issues that are amenable to mediation under the provisions of this Law •
- (d) him determination of amount of administrative fine for the various issues of the management of the jointly owned building or other issues that are subject to enforcement administrative fine by virtue of provisions of this Law;
- (e) the definition of criteria for exemption from the registration of a jointly owned building by the Service;

- (f) generally for the better implementation of the provisions of this Law and the determination of any issue or thing that needs or is capable of determination pursuant to the provisions of this Law.

Abolition of
Chapter 224.

38. With the entry into force of this Law, articles 38 IA are repealed up to 38 L of Part IIA and the Model Regulations for Regulation and Management Co-owned Buildings where listed in the Table of the Immovable Property (Possession, Registration and Valuation) Law.

Start of
force.

39. THE present A law is made in strength in date where determined by a decision of the Council of Ministers, h which is published in the Official Gazette of the Republic.

I AM ATTACHED
Templates Insiders Regulations for the Regulation, Operation
and Management of Shared Buildings

PART 1 - INTERPRETATION

1.-(1) To them Interiors Regulations them-

"Law" means the Management of Shared Buildings and Related Matters Law or any Law amending or replacing it and including the Regulations issued under any its layout.

"holder" means any person lawfully in possession and control of the unit or property.

(2) Sixth if arises differently from the text, words or expressions contained in these Regulations have the concept attributed to them by Law.

PART 11 - DESCRIPTION PARTNER BUILDING

2. Detailed description of it shared building incl her common property, i.e. description of floors, various units, limited common property, basement, floors, roof, outbuildings, parking areas, facilities, etc.

(Declare her description as above)

PART 111 - PANEL A' AND PANEL B'

3.-(1)(a) The proportion of jointly owned property belonging to each unit, as provided for in article 380 of the Immovable Property (Possession, Registration and Valuation) Law, as amended and replaced, and the percentage of votes to which it is entitled each owner of the unit during the voting provided for in Regulation 25 will be displayed in a Table as attached to the Regulations those type of Table A'.

(b) OR ratio of registered share where belongs in each her master shared building and the percentile quota votes where is entitled each Mr her of a jointly owned building during the voting provided for in Regulation 25 will be displayed in a Table according to attached to these Regulations type of Table A':

Provided that, for the buildings registered before the implementation of the Law on Real Estate (Possession, Registration and Assessment) (Amendment) Law, on February 12, 1993, the share in jointly owned property will be calculated based on current applicable general assessment value, unless has otherwise agreed.

(2) Each owner's share of maintenance expenses, etc. of the jointly owned property, such as provided at article 21 of law, will exposed in Table against the type attached to these Regulations Table B'.

**PART in . RIGHT AND OBLIGATIONS OWNERS OR
OWNERS OF UNITS**

4. Each owner can to proceeds in conversions, additions or repairs inside her unit that of belongs to to merges tangent units, to increases the area of a unit belonging to it, after merging with it part of another tangent unit that also his belongs to or merges in whole or in part with internal staircase a or more units where of they belong with a or more upstream units belonging to it:

Of course that, none conversion, addition or repair-

(a) It will not adversely affect the rights of the owner of any other unit and will not interfere in fruiting of the owner of the other unit

(b) will not in any way affect the jointly owned property, its smooth operation or fruition and

(c) will not in any way affect the walls supporting the communal building and of externals of walls, no will poses with any in a way that endangers the security of the jointly owned building and will not affect its external appearance.

5. As soon as he takes 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, the which will represents the share of it for her cover of initials expenses management and address her joint owner property. In addition, the respective owners will pay to the Management Committee the total amount that will determined according to Law and these Regulations. Each owner will contribute towards this amount according to his area, as provided for in article 20 of the Law and as shown in Table B attached to these Regulations. Any person who becomes a later stage owner has her same obligation contribution against of of this amount . This amount will be used as a fixed reserve against the commons expenses

of the jointly owned property, including the insurance of the jointly owned building according to with the Law as and for future ones repairs or and repairs for the maintenance of the jointly owned building.

6. The Management Committee will submit to the owners a semi-annual or annual statement showing the expenses of the previous six months or the last year, their nature and amount any member of the Management Committee, who is the owner, has contributed towards these expenses. The initial ones these payments from their owners will are used for her payment of expenses incurred in the first year and subsequent years. If these initial payments prove insufficient to cover the expenses of the semester or the year, the owners will correspondingly increase the above amount, after written notification of the Management Committee to each owner.

7. No owner or holder-

(a) No will uses any unit- (i) for any

unlawful purpose;

(ii) for uses which due to its nature real estate no there is approval as-

(declare them non allowed uses accordingly with the nature of the real estate, i.e. residence or work);

(iii) generally for any use that is likely to cause noise, odor or another nuisance or where will could turn out harmful to the health or dangerous to the safety of owners, tenants, tenants, owners or of these where they use them others units or unbecoming morals and worldly conduct or

(b) no will uses department her jointly owned with such way so that is affected or appearance or or elegance her joint owner construction or or

uninterrupted and undisturbed use by the owners, lessees, tenants, owners or those who use the other units of the jointly owned building.

- (c) not will convert the originally agreed use of his unit in other use contrary to these Regulations or prohibited by them.
- (d) subject to his rights in respect of any limited common property granted for the exclusive use of his unit shall not move, replace or interfere in any way in any part of the jointly owned property.

8. No owner or possessor without the prior securing of consent of the Management Committee and in violation of the provisions of any relevant Law or Regulations-

- (a) Not will posts, exposes or places any object or clothing from a balcony, porch, roof, railing, door or window or from any other external part of the jointly owned building or from any part of it jointly owned building so that is visible from the outside;
- (b) not will abandons, places or maintains any object in main and the auxiliary entrance, at staircase, at flat stairs, to the hallways, on the roof, in the lift or in any other part of the common property-
- (c) no will conveys heavy objects with him elevator;
- (d) will not change the color of windows, patio doors, porches, railings or external walls of the jointly owned building and generally in any structure on an external wall, surface or part of the jointly owned building-

- (e) will not post, post or permit the posting or posting of any license plate, wall bonding, advertising, announcement, illuminated sign or notice of any kind on any external part of the jointly owned building or at roof or to any window or other part of the property construction, so that it is visible from out:

Provided that, 01 owners, lessees, tenants, occupiers or those using the units may place next to the main entrance and next to from her entrance her their unit, in appropriate position where will be determined from the Administrative Committee, small signs with the names and their occupations, the dimensions of which may be determined by the Management Committee.

- (f) shall not possess, store or use any objects or materials which they can to disturb their others 1d1owners, lessees, members or holders thereof units or the persons where they use them units or the neighbors by reason of the odor or smoke, dust or fumes arising or produced by them and generally any inflammable or dangerous objects or materials nor shall he do anything which it is likely to affect or invalidate any fire safety in relation to the shared building or her privately owned property or any department them or to increase the premiums of this insurance-
- (g) no will uses solid fuel for her food preparation ;
- (or) not will throws at sink, toilet, sink, bidet, shower or bathtub or in the drainage system any solid or useless objects or objects which it is possible to close the ducts or pipes, pollute the atmosphere or from which they may emerge flammable or dangerously gases, nor will throws to the conduits or in the pipes anything that it is possible to cause damage to them-

- (i) shall not deposit rubbish or rubbish anywhere other than in litter boxes or the other spaces that are specifically intended for that purpose ;
- (j) will not hang, shake, brush, clean or beat rugs, cushions or other household articles or clothing from any porch, porch, roof, railing, stairway, door or window of any unit or from any part of it jointly owned property-
- (k) no will maintains any animal in any unit:

Of course that, it can maintains pet where not causes any discomfort or violation of any applicable Law or Regulation;

- (l) not will allows the song or the playing any musician or mechanical instrument or the use of any gramophone, radio, tape recorder, television or recording device in a manner which disturbs any owner, lessee, lessee or occupier of any other unit-
- (m) shall not place or install awnings or air conditioning devices on a balcony, terrace, roof, door, window, skylight, wall or another external its surface jointly owned building or above or below them, without her prior written consent of the Management Committee regarding the location, color, the their size and shape-
- (n) shall not erect, display, place or post or permit to be erected, displayed, placed or posted outside the his unit or in any external part of the jointly owned building or in any department her jointly owned antenna radio or television or wire or stake or any other device or objective-
- (yeah) shall not place or plant any plants on a balcony, terrace, roof, window, wall or other external surface of the common property construction with

except for decorative plants in tasteful vases or other suitable containers that harmonize with the overall appearance of the jointly owned building, have been approved by the Management Committee and not allow the leakage of water from them;

- (p) will not spill or will allow water or other liquids to be poured from the his unit on units of others owners or in jointly owned property or generally outside the communal building.

9. Each owner must-

- (a) To allow the Management Committee and its representatives in reasonable hours and after from notification - of course that not is required emergency notice - to enter his unit for the purpose of inspecting it and maintaining, repairing or replacing the unit's pipes, wires, cables and conduits that may be used in relationship with her fruition of any other unit or the shared property or for the purpose of maintaining, repairing or replacing shared property or ensuring compliance with these Regulations;
- (b) to performs quickly each work that of imposed by competent governing body, principle or face in relationship with the unit of different from work in relation to the jointly owned property and to pay any tax, fee, charge paid for his unit
- (c) repair and maintain his unit and keep it in good condition;
- (d) to promptly pay any amount due under the Act and Regulations;

- (e) notify the Management Committee immediately of any change of ownership, possession or use of his unit and settle any arrears of shared expenses;
- (f) to notify the Management Committee of any absence, if it will exceed (3) three months.
- (or) to keep his unit in good condition and may insure its contents against fire, explosion from any cause, civil liability, lightning, earthquake, water leakage from pipes, sewer drain and heating to an insurer, in the amount corresponding to their replacement value as well as damages that may have been caused by any damage from his unit to another unit or in the jointly owned building. In such case to notifies her insurance her unit of the Administrative Committee.

10. Each owner owes when grants hire or concludes agreement lease, rental, license or another agreement for her occupation or the use her unit of, with in exchange or No, to ensures as part of obligations of that or hire she, the rental, license or another agreement will occupies a term with express notification to tenant, tenant, owner of his obligations owner, tenant, tenant or owner pursuant to these Regulations and with express his commitment lessee, lessee or holder regarding the unconditional acceptance of all the provisions of these Regulations:

Of course, that in case against her which the owner enter into a contract rental, lease or another agreement for her occupation or the use her unit of will appear and will are ensured with the in exchange or no, the corresponding monthly How many where owes the owner to the Management Committee.

11. Each owner is entitled to claim, through the Management Committee or directly from the offending owner in the event that the Management Committee is negligent or refuses to act ec part of the owner, such as the offender owner

restore any damage caused due to violation of any of the provisions of these Regulations.

12. Each owner brings personal responsibility against of others owners and against each third party for each infringement of any provision of Regulations of these from him and by every lessee, lessee or owner of his unit, whether in consideration or not, and also for any deterioration of the condition or damage to the jointly owned property, caused by any act or omission of the owner or lessee, tenant or occupier.

13.- (1) All the rights and the obligations of of owners who derive from the provisions of these Regulations will continue to belong and to be borne by each owner, either owns or uses her unit o himself owner either No. If some unit remains unused or empty for any temporal period, o owner will remains responsible for her fulfillment each obligation of and for her payment of the expenses attributable to his unit, as specified in these Regulations.

(2) In case the owner refuses to pays any amount owed under section 20, the lessee or legal owner of the unit may pay the above amount and deduct it from *the* amount to be paid to the owner as rent, unless a private agreement provides otherwise.

PART V - GENERAL MEETING OWNERS

14. OR first general meeting of owners will is convened either in person either online/ via video conference service or by proxy within three months from her date of her registration shared building at estate register or three months from the date of issue of the building permit certificate or three months from the date of possession and operation of the units.

15. Each later general meeting of owners will is convened a once a year, sixth and agreed upon otherwise, of mind that the chronological space, between of the date of an annual general meeting and the next one not it can

exceeds twenty six (26) months. Of course, or general meeting will be convened either in person or online via video conferencing service when physical presence is not is naturally possible, or by virtue of a power of attorney.

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

17. OR Administrative Commission can, whenever he decides appropriate, and has obligation, upon written request:

(a) of the owners of the units of at least twenty-five percent (25%) of the share in the jointly owned property, as specified in article 380 of on Real Estate (Possession, Registration and Valuation) Law, as amended and replaced and as shown in Table A' attached to these Regulations,

(b) of the owners of the jointly owned building, of twenty-five percent (25%) of their registered share, to convene an extraordinary general meeting. If the Administrative Commission not call a meeting within in fourteen days from the day it was submitted to her application, the owners who submitted the application may call the meeting:

Provided that, for the buildings that have been registered before the implementation of the Immovable Property (Possession, Registration and Valuation) (Amendment) Law, N6(I)/1993, on February 12, 1993, the share in the jointly owned property will be calculated on the basis of the then applicable general assessment value unless otherwise agreed.

18.- (a) Ten days notice must be given for each general meeting specifying the place, date and time of the meeting and, in case of special tasks, the nature each work. Random failure to given or notice she to any owner or or non downloading her from any owner not makes void any proceedings at such meeting.

(b) The notification is sent by registered mail or by e-mail and is posted in the jointly owned building. A notice posted in a prominent place in the jointly owned building is deemed to have been given to each owner one day after it is posted.

19. Besides the study of accounts, the her presentation annual report and the election of the members of the Management Committee by the annual general meeting, any business conducted at such general meeting or extraordinary general meeting shall be considered special.

20. Unless otherwise provided in this Law or the Regulations, no work not will is conducted in any general meeting, if not there is quorum of persons where are entitled to vote against the time where or meeting is taken over by her work. Quorum there is if are present, in person or with proxy, persons to whom the fifty percent (50%) at least of the jointly owned property, as shown in article 380 of the Immovable Property (Possession, Registration and Valuation) Law and to Table A' where is attached to these Regulations or at least fifty percent (50%) of the registered share of the owners of the jointly owned building.

21. If there is no quorum half an hour after the time set for the general assembly, h meeting is adjourned for the same day her next week, at the same place and time. If and at this general assembly there is no quorum half an hour after the time appointed for the general meeting, the persons present and entitled to vote constitute a quorum.

22. If there is no quorum half an hour after the time appointed for the general meeting, the attending its owners jointly owned building that entitled to vote constitute a quorum.

23. At the beginning of the general meeting, its President and Secretary must be elected assembly the who they sign them her minutes general meeting which are communicated to the owners either electronically or placed on the door/mailbox her unit and it is done suspension their in jointly owned building.

24. The decisions her general meeting will are taken with elevation of hand, unless anyone owner where attends personally or with proxy require a vote to be held. If no vote is required, a statement by the President that a decision was made with his elevation hand will is irrefutable evidence of that fact, without proof of the number or percentage of votes cast ultra or against her decision. OR demand for conduct voting can to be revoked. It is understood that the general assembly can also be held online through a video conference service and the her decisions will are declared considering, either in writing or orally and will are recorded in the minutes.

25. If required conduct voting, she is carried out with whatever way judge correct o Chairman and the result her voting will it is or decision of the assembly.

26. In the event of a tie, by vote or show of hands, the President of the assembly will has a second or winning vote.

27. In case the decision is taken by a show of hands each owner will have a vote. If the decision is taken by vote:

(a) each her master unit will has number votes where corresponds to share in the common property property where belongs at unit of, such as provided at article 380 of Real Estate (Possession, Registration and Assessment) of the Law, as it is amended and is replaced and as shown in Table A' which is attached to these Regulations-

(b) each Mr her joint owner construction will has number votes where corresponds to his registered share.

28. Votes may be cast in person or by proxy, regardless if the decision is made with his elevation hand or by voting.

29. The appointment of a proxy must be made by a document signed by the one who appoints the attorney or by his agent. The attorney can to it is general or for specific meeting and not is required to be an owner.
30. If the unit owner is a legal entity, he may participate in the meeting and vote with a proxy appointed in accordance with the provisions governing the legal entity.
31. When or unit belongs in more from a owner, the contemporaries they can, with document that signed by all of them circumstances or their representatives them, yes appoint one from them or any other face their proxy for all general meetings or for a specific general meeting.
32. Unless a unanimous decision is required by or by virtue of the Law, no owner shall be entitled to vote for any general assembly, or to voted to a Management Committee, unless all dues in respect of the unit are paid of contributions and relevant was issued confirmation or and payment certificate.
33. If o owner is trustee, will exercise the right to vote in relation to her intimate unit excluding the its beneficiaries trust and the these beneficiaries do not have the right to vote.
34. The decisions in general assembly are taken with majority of votes of persons where they attend and they have right vote, sixth if is determined from the Law or these Regulations a greater or qualified majority. When a qualified majority is determined by the Law or these Regulations in relation to any issue, none decision to relationship with it issue this not it is valid, sixth if received with the majority determined.
35. Judgment imposing on any owner any obligation or payments of any kind of or extent where not are foreseen from the Law or their These regulations or where changes them rights of no applies regarding him own it, unless he consents to it.

36. The secretary of the general assembly must keep minutes of the proceedings in the appropriate manner.

PART 11 - ADMINISTRATIVE COMMISSION

37. According to her first general meeting the owners define the number of persons who will constitute the Administrative Committee, elect the person or persons who constitute it Management Committee and decide for her remuneration her.

38. The members of the Management Committee must be owners. If the members of the Administrative Commission is more than one, elected treasurer.

39. If a temporary Management Committee was appointed pursuant to Article 9 of the Law, her tenure will expire on the date of the first general meeting.

40. A general meeting may change the number of members of the Management Committee appointed pursuant to these Regulations or supplement it by election of young people members, if for any reason decreased the number of members:

Of course that, if the number of members her Administrative Commission reduced below from the number where was defined according to with their These regulations, the remaining members of the Management Board Committee must be convened in ten emergency days general meeting to elect new members.

41. OR tenure of the Administrator Commission, included of their tenure of members who have been elected pursuant to Regulation 38, lasts until the election of the new Administrator Committee in next regular general meeting:

Of course, the owners, by their decision taken in a general meeting, may anytime to terminate the service of any member her Management Committee and replace it with another person.

42. The members her Administrative Commission they can to be re-elected.

43. The members of the Administrative Committee, if there are more than two, elect one of them as President. If the members of the Management Committee exceed two, decisions are taken by majority. If the votes in favor of a particular proposal are as many as against, a decision is deemed rejected.

44. OR Administrative Commission exercises all their powers and performs all the duties specified in the Law or these Standard Internal Regulations and any other powers or duties assigned or imposed by the owners in a general meeting.

45. OR Administrative Committee can employ persons or agents and to pay them a reasonable fee, as it deems necessary:

Provided that, for matters or issues that arise for the management, security and maintenance of the jointly owned building, the management committee with transparent procedures, will inform the owners of the offers received and evaluated and will be submitted for approval by the majority of the general assembly of the jointly owned building and then proceed in the conclusion of any contract.

46. OR Management Committee keeps statements of income and expenses and then submits to approval with all their relevant receipts and data in their general meeting.

47. The Management Committee shall keep audited accounts for the purposes of the regulation 45 especially on cases where there is stock beyond €30,000.

48. Each owner may in a reasonable time inspect their statements of income and expenses and the relevant receipts and data.

49. In case of election of a new administrative committee from their General Meeting of the owners, the archives which they maintain or each administrative commission, according to the provisions of this Law and Regulations, transferred to the new management committee within (30) days of their election:

Of course that, or temporal period custody and observance of relevant files is decided at the General Assembly of the owners with her decision majority.

50. OR Administrative Commission in yearly General Assembly of presents her its annual report in which they are included among others:-

- (a) statements of income and expenditure relating to the period covered by the report;
- (b) state of of assets and of the obligations of the jointly owned building-
- (c) finances data, fund and fixed reserve;
- (d) him proposed budget for the next economic year-
- (e) a statement of the projected annual service charge for each unit based on the proposed budget;
- (f) a statement of any planned expenditure on renovation, improvement or maintenance of a non-recurring nature to be incurred in the current period;
- (g) statement of the insured value of the jointly owned building, the amount of the premium which charged, the name of the insurance company with which it is held the insurance policy and a summary of of main risks that are covered; h) a statement that defines, in general terms, the fire safety equipment installed in the development and the arrangements applicable to the maintenance of such equipment; and
- (l) statement where fully discloses any contracts that have been concluded or is in effect between the management committee of the owners and third parties.

51. The financial year in relationship with jointly owned building it begins her (1 h) first day of January and expires her (31 h) thirty first day of December each time:

Of course that, the first economic year begins:

- (I) the date of its registration shared building in land registry and expires on the thirtieth day of December of the same year; or
- (ii) the date of issuance of the building permit certificate of the jointly owned building and expires on the thirtieth day of December of the same year:

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

PART III- COMPOSITION AND SESSIONS OF THE GENERAL ASSEMBLY AND MANAGEMENT COMMITTEE

52. (a) OR General Meeting and or Administrative Commission must to is meeting with legal composition. It is not legally constituted if a person who is not authorized by law is present at its meeting, even if he did not take part in the voting.

(b) In order for the General Assembly and the Administrative Committee to meet legally, all its members must be duly summoned to the session, excluding cases where the collective organ meets in regular days and times:

Provided that, the notification of the members by e-mail or other electronic means means in e-mail address where the members they have declare, considered as a legitimate call.

(c) By decision of the President of the General Assembly and the Management Committee, its members may, in the event of their absence abroad or in the event where or physics presence their it is difficult or in case where there is any other obstacle that prevents the attendance of one or more or all of of its members, to participate in this session via teleconference:

It is understood that the decisions taken via teleconference are considered legal:

Of course further that, any session via teleconference is considered a legal session and each member of the General Assembly or Management Committee who participates in session is counted as present and entitled to votes:

Of course why further that, in case where judged imposed n withdrawal of one or more members for any reason, the termination of the connection with said member or members is considered a legal withdrawal from the teleconference session :

It is provided that, furthermore, a teleconference session is considered to be taking place at usual space work her General Assembly and Administrative Committee or in a place that wanted to be determined in this regard".

ANNEX 1

PAINING'

(Regulation 3(1))

and wine · however · voice · as ”
 owner house d which r · is wanted at
 " h b

Co-owned property belonging to each unit a) by virtue of article 380 of the Real Property (Possession, Registration and Valuation) Law Chap. 224, and which was calculated according to with other provisions of this article or b) by virtue of of article 20 of of this Law where was calculated according to with other provisions of of this article, or based on her each time value of general appreciation for others buildings registered before the application of Law 6(I)/1993.

FLOOR	UNIT IDENTIFICATION NUMBER	SHARE IN THE COMMON PROPERTY THAT APPROPRIATES IN OTHERS UNIT REGISTERED SHARE OF PRINCIPAL COMMUNITY BUILDING	PERCENTAGE PERCENT ONE HUNDRED % VOTES IN RELATIONSHIP WITH OTHERS UNIT IN RELATIONSHIP WITH HER SHARE BUILDING

PANEL B'
(Regulation 3(2))

Shared building known as " " located at
.....

Participation of units in expenses maintenance etc. her joint owner property by virtue of article 21 of Law where calculated according to other provisions of this article.

FLOOR	UNIT IDENTIFICATION NUMBER	RATIO UNIT AREA	RATIO VOLUME CLOSED AREA SPACE	SHARE IN PARTNER PROPERTY RELATING IN EACH UNIT REGISTERED SHARE Mister PARTNER BUILDING	QUOTA ON PERCENT HUNDRED %		
					ST EXPENSES IN COMMON SERVICES		IMMEDIATELY EXPENSES ...
					HEATING*	SHARE USERS**	

Notes:

- **Heating:** Expenses heating, expenses maintenance and repair of machines others installation others central heating.

Shared : Salary cleaner, materials cleaning, maintenance lift, consumption electric current and water decoration of common areas, emptying cesspools and any other costs related to the provision of services.

... Others expenses: Insurance, general repairs of shared building, lift, plumbing and electrical installations, insulation, environmental upgrading.

ANNEX 11

Fees and Rights Shared Buildings Registration Service and Supervision of the
Operation of Administrative Committees

DESCRIPTION APPLICATION	€
Registration of Management Committee and Regulations (annually)	20
Request for amendment of Shared Building Management Regulations	20
Issue Certification registration Administrative Commission	5
Request for the Appointment of Administrative Committee a Temporary	50