

# BYLAWS OF THE COMMUNITY OF OWNERS OF THE COMPLEX "RESIDENCIAL LA CAÑADA"

## TITLE I

### GENERAL DISPOSITION

**Article 1.-** The owners of the dwellings that make up the Building called Residencial La Cañada of 26 dwellings, constitute a community with regard to their common use goods and shall be governed by these Statutes, as established in Article 396 and other concordant articles of the Civil Code, by the Horizontal Property Law of July 21, 1960 and by the applicable legal and regulatory provisions, issued or that will be promulgated in the future and finally by the norms of the common civil order and by the constitutive title of the Property.

These statutes are mandatory for current or future owners, as long as they are not modified by legal imperative or by the unanimous of the co-owners.

**Article 2.-** The purpose of the Community.

The community aims to:

- a) The administration and government of the Building called Residencial La Cañada.
- b) Ensure the common services of the Building, assuming the expenses and creating eventually and if it if necessary, new services.
- c) Establish common facilities, which will be duly approved.
- d) Ensure compliance with the rules and the application of the regulations established for the area where the Building is located, trying to maintain the appearance and character for which it was conceived.
- e) Associate the owners so that they can solve, manage and process their common problems and represent them before the centers and agencies of the State, County Council, City Council, Treasury, Courts, Courts, Corporations or entities and before all kinds of natural and legal persons.
- f) Know, and if possible, resolve the issues that may arise between the co-owners.

**Article 3.-** The co-owners, for the purposes of judicial or extrajudicial requirements and notifications, will designate an address by notifying the Chairman of the Board. In the absence of such a designation, the one belonging to each participant was elected.

## TITLE II

### THE PRIVATIVE AND COMMON ELEMENTS

**Article 4.-** It is the exclusive property of the owner or owners of each home, everything that is included in the enclosure or area of the home, including the balconies and windows and overhangs thereof. Only the master walls and dividing walls, the pipes or pipelines for water, gas, electricity are excepted, although these pass through the interior of the private walls, leaving the solar, foundations, roof, swimming pool, gardens, etc., and others as common elements. that have been determined in the deed of Horizontal Division.

**Article 5.-** For its conservation and maintenance, the following are considered common services:

- a) The ground or solar, the flight, foundations and structure of the building, the walls and dividing and master walls, the access areas and stairs.

- Pool and gardens.
- Waste water pipes, sanitation pipes, drains, sewers, drains and the like.
- The lighting network in common areas and television antenna.

### **TITLE III**

#### **THE USE OF COMMON GOODS AND SERVICES**

**Article 6.-** Each owner and, in general, the occupants by any title of the dwellings in the building, may enjoy their properties without any limitations other than those established in each case by the Board of Owners, but in a way that does not damage the interests. of the Community, nor prevent the other owners from using their property according to their right.

**Article 7.-** The Board of Owners may issue Internal Regulations that will be mandatory for all owners and occupants for any title to the dwellings in the building, and will remain in force as long as they have not been revoked as modified by the Board of Directors, Owners, for their approval, modification or cancellation of said Regulations, the agreement of the Board of Owners will be necessary.

### **TITLE IV**

#### **THE OWNERS: YOUR RIGHTS AND OBLIGATIONS**

**Article 8.-** The owner of the home is considered to be the one who duly justifies it in accordance with the law and, failing that, the person or persons whose name is registered in the Property Registry. In the event of a dispute over ownership or representation, this will correspond to the Chairman of the Board until its final resolution.

Each home can have one or more owners. If the domain is jointly owned, the interested parties will designate a single person to exercise all their rights and fulfill their obligations. In the event of usufruct, use or habitation, the exercise of the right to vote will correspond to the new owner.

**Article 9.-** The owner in the Community has the following rights:

- It will have the full use and enjoyment of its private and common part in the way it deems convenient without any other limitations than those established in the laws and regulations, those of these Bylaws and the resolutions subsequent to the Meeting.
  - Each owner can dispose of his home without any limitation. The participation quota in the common part may only be disposed of jointly with the private part.
  - You may carry out the works or modifications that you deem appropriate in your home, as long as they do not affect the common elements. If the works affect these, the prior authorization of the Board is required.
  - He will be obliged to contribute proportionally to his quota in the participation of the general expenses of conservation and maintenance of the common use goods and to the services, contributions or charges that are not susceptible to be individualized.
  - Also contribute to extraordinary expenses, acquisitions or improvements that are approved by the Community.
- f) Authorize, on their property, the repairs required by the service of common use goods and admit the easements acquired for the creation of common services, having the right in this case to request and obtain from the Community the compensation from the damage that may have been caused.

**Article 10.-** The co-owners are obliged to carry out at their own expense and without delay some ordinary or extraordinary repairs that are necessary to avoid any damage to the common elements and to the other dwellings.

**Article 11.-** Damage or deterioration caused by fault or negligence in the common elements, or in the private ones of other dwellings, the owner shall be obliged to repair them at his own expense.

The Board may agree to carry out the works at the expense of the co-owner if he / she does not start them within 5 days after being required to do so.

**Article 12.-** Each joint owner is expressly prohibited:

- The installation or exercise of activities in their homes that may be annoying, unhealthy or dangerous.
  - Alter the current distribution of exterior holes in the facades or common stairs or open other new.
- c) The decoration or ornamentation of the exterior facades in order to preserve the uniformity of the style.
- d) Essentially vary the structure of your apartment, in terms of the consolidation and security of the common part.
- e) Avoid any conduct that may cause discomfort or inconvenience to other owners in the normal and peaceful enjoyment of their respective properties, as well as common goods and services.

## **TITLE V**

### **THE INTERNAL REGIME**

**Article 13.-** The complex is physically and legally divided into dwellings capable of autonomous use and separate ownership, which carry inherent a right of co-ownership over the other common elements necessary for its proper use and enjoyment.

The complex is thus divided into participation quotas, which expresses the proportional value of each floor and when it is considered unique in the building as a whole, in relation to its global value, for the participation in the expenses and benefits of the community.

The participation fee of each home is what, according to the horizontal division deed of the Building, has been determined based on the useful area in relation to the total of the property.

**Article 14.-** The amount of taxes, excise duties and contributions that are levied or may be levied, independently, or at least, in a determinable quota for each dwelling and the cost of the services or particular supplies of each one of them will be borne by the respective owners. and considered as private expenses, with total independence of their cost of participation in the Community.

**Article 15.-** The owners who for any reason do not live in or have abandoned their homes, even if it were by force will also contribute to the common expenses without exception, in the proportions and conditions indicated in these Statutes.

**Article 16.-** The ordinary budget will be obligatorily increased in each fiscal year at least FIVE PERCENT of its amount, which will go on to constitute and increase a RESERVE FUND until it reaches a final limit that will be set by the Board of Owners.

With a charge to said RESERVE FUND, the Board of Owners may face the extraordinary repairs that the conservation or improvement of the goods and services requires, or those other extraordinary expenses for various purposes that are estimated and approved as convenient and necessary by the Community.

**Article 17.-** All owners must deposit in the time and manner agreed by the Community, the amount that said Boards agree to initiate the Reserve Fund, if so decided.

The corresponding receipt will be issued from the amounts deposited, which will be delivered to the owner who made the deposit.

**Article 18.-** The annual amounts that the owners must satisfy according to the approved budget, must be paid to the Administrator, in advance on a monthly basis and within the first five days of each month. Any installment not paid within the established period will accrue, without the need for any requirement, an interest in favor of the Community, to be paid together with the amount thereof. If the owner does not pay the due fee and the interest accrued for it, within the two weeks following the notarial or judicial request, he will pay the expenses of the said requirement and the sanction, if applicable, that the Board of Owners determines, the fee with their interests and, where appropriate, the expenses of the requirement and the sanction or fine imposed on the owner may be claimed through the courts by presenting the certificate of the official books and other authentic documents of those included in article 1429 of the Civil Procedure Law that legitimately accredit the accrual.

**Article 19.-** The credits in favor of the Community derived from the obligation that the owners have to contribute to the payment of the maintenance and service expenses of the common goods, as well as the ordinary or extraordinary expenses that are agreed, will have the character from preferential to any other without prejudice to the personal responsibilities arising.

A payment of these expenses produced in the last year and the expired part of the current annuity, will be assigned to the corresponding home, whatever its current owner and the title of its acquisition.

**Article 20.-** The Board of Owners will open an account in any of the Banking Entities located in the town of Mojácar in the name of the community of owners RESIDENCIAL LA CAÑADA. A book of income and expenses will be kept and the supporting documents will be kept in order and the accounting will be closed on December 31 of each year.

## **TITLE VI**

### **THE GOVERNMENT AND COMMUNITY REGIME**

**Article 21.-** The community of owners will be governed and administered by:

- a) The Board of Owners.
- b) The president.
- c) The administrator.

### **THE BOARD OF OWNERS**

**Article 22.-** The Board of Owners is the meeting of people that make up the Community, duly called and constituted, and with the capacity to deliberate and decide on any matter.

Its decisions, as long as they are not contrary to the laws or complementary provisions or to these Statutes, are mandatory for all owners, including absentees and dissenters, with the exception of what is established in article 10 of the Horizontal Property Law.

**Article 23.-** Corresponds to the Board of Owners:

1. Appoint and relieve of their functions to the people who exercise the position of President, Secretary and Administrator and resolve the claims that the owners formulate against the actions of those.
2. Approve the plan of expenses and foreseeable income and the corresponding accounts.
3. Approve the execution of extraordinary and improvement works and approve funds to carry them out.

4. Approve and reform the Statutes and determine and modify the rules of the internal regime.
5. Know and decide on other matters of general interest to the Community, agreeing on the necessary or convenient measures for the best common service.

**Article 24.-** The Board of Owners will meet at least once a year to approve the budget and accounts, designate the management positions or extend those who exercise them in their functions and on other occasions that the President or the President may justify it. This is prevented by a quarter of the owners or a number of them representing at least 25% of the participation quotas.

**Article 25.-** The call will be made by the President and, failing that, the promoters of the meeting indicating the place, date and time and list of matters to be discussed, delivering the summons in writing at the address designated by each owner and in his / her defect in the home belonging to it. The summons for the ordinary annual meeting will be made at least 15 days in advance and for extraordinary meetings with enough time for it to become known to the owners and in any case at least five days in advance.

Meetings may be held and remain validly constituted even without a call from the President, provided that all the owners are present and so agree.

**Article 26.-** Attendance at the Board of Owners will be personal or through legal or voluntary representation, being enough to accredit the latter with the display of the power of attorney or it is simply written where the delegation of said representation is recorded, signed by the owner.

The powers of representation extend only to acts of administration. In the case of acts of disposition or agreements that imply the approval or modification of the rules contained in the title constituting the property or in the Statutes, the legal representative must have powers to do so and in the voluntary express authorization.

**Article 27.-** Each owner of a home will have the right to one vote, which will be effective by himself or by proxy. If any home or premises belongs to several owners, they will appoint a representative to attend and vote at the Meeting.

If it is found in usufruct, the attendance and the vote will correspond to the new owner, who, unless otherwise stated, will be understood to be represented by the usufructuary, and the delegation must be express when it comes to the agreements referred to in section a) of article following or extraordinary works or improvement.

**Article 28.-** The agreements of the Board of Owners shall comply with the following rules:

A.- In first call:

1) .- Unanimity for the validity of those that imply approval or modification of the rules contained in the title of the property or the Statutes.

Owners who, duly summoned, have not attended the Meeting, will be notified in a reliable and detailed manner of the resolutions adopted by those present and if within ONE MONTH from the date of said notification, they do not state in the same way nor discrepancy, they will be understood to be bound by the agreements that will not be executive until that period has elapsed, unless they first express their agreement.

2) .- For the validity of the other agreements, the vote of the majority of the total of the owners who in turn represent the majority of the participation quotas will suffice.

B.- On second call:

If the majority cannot abstain due to lack of attendance of the owners, a new call will be made with the same requirements as the first and in which the agreements adopted by the majority of the attendees will be valid as long as it represents in turn more half of the value of the attendees' fees.

When the majority could not be achieved by the procedures established in the previous paragraphs, the Judge, at the request of the party, will deduct in the month following the date of the second Meeting and, hearing the previously mentioned opponents, will resolve in equity what he processes within the terms established by law.

**Article 29.-** The agreements of the Board of Owners will be reflected in the book of Minutes foliated and sealed by the Court of First Instance of Vera or filled out by a Notary Public. Minute will be drawn up for each session that will be signed at least by the majority voting on the agreement.

Certificates may be obtained from the agreements, upon request from any of the owners.

**Article 30.-** When the owners who represent, at least a quarter of the participation quotas, consider the agreement of the majority seriously detrimental to them, they may go to the Judge to decide on the origin of the same, in the form and terms established in the Law.

## **TITLE VI**

### **THE REPRESENTATION BODIES**

- **PRESIDENT.**

**Article 31.-** The owners will elect, from among themselves, a President who will represent the Community in court and outside of it, in all those matters that affect him, also designating a Vice President.

Said position will be free of charge and in his absence it will be replaced by the Vice President for the functions that correspond to him.

The President will hold the legal representation of the community before all kinds of authorities, state agencies, Province or Municipality, Judges and Courts, Magistracy, Treasury, Trade Unions, Banking Entities, being able to raise petitions and exercise actions, exceptions and both ordinary and extraordinary resources. or special ones, including those of the accusation, being able to appoint Lawyers and Attorneys of the Tribunals, granting in favor of these general or special powers to proceed with the faculties that they deem appropriate, being able to make and receive requests and notifications, desist, resign, compromise , raid and hold acts of conciliation.

The President can grant, sign, consent, authorize and execute all kinds of acts, legal business and contracts; make and receive payments, decide and be able to delegate the powers conferred by the Board of Owners through the granting of the appropriate mandates, unless expressly prohibited or limited by the Board.

He will convene and dispense with the Boards and direct the debates.

**Article 32.-** All owners can be elected by the position of President and this can be a natural person or the representative body of a legal person, if this were the owner.

The President will be elected at the Board in the manner determined in these Bylaws and the term of office will be TWO YEARS and may be re-elected at the end of his term, although he may be removed from his position at any time by agreement of the Extraordinary Board. of owners called for this purpose.

- **THE ADMINISTRATOR.**

**Article 33.-** The Administrator of the Community does not need to belong to it and may be both a natural person and a legal entity, his appointment and removal will be done in the same way as that indicated in these Bylaws for the President and the duration in your position will be TWO YEARS.

**Article 34.-** The functions and powers of the administrator are:

- To ensure the good regime of the Building, its facilities and services and to make the appropriate warnings and warnings to the owners and users of the dwellings for this purpose.
- Prepare in advance and submit to the Board the plan of foreseeable costs, proposing the necessary means to deal with them.
- Attend to the conservation and maintenance of the Building, arranging, where appropriate, for ordinary repairs and as for extraordinary ones, they adopt urgent measures, immediately reporting to the Board or, where appropriate, to the owners.
- Execute the agreements adopted in the matter of works and services, make payments and make the appropriate collections.
- Other attributions not previously understood and attributed to them by the Board.
- Render annually or when required by the Board of Owners, detailed accounts of its management.

Exercise all the powers that correspond to the President in cases of absence or vacancy from the position.

- Arrange for ordinary and urgent repairs, and adopt the necessary measures to avoid the damages that may arise, immediately contacting the Presidency to which they will report the extent of the damages, so that the measures consistent with avoid them and carry out such repairs.
- Manage before public bodies when it relates to the payment of taxes related to the Building in general or common elements thereof.
- Attend the meetings, being able to report on them, and even if they are not the owner, they will have a voice, although not a vote.

• **THE SECRETARY.**

**Article 35.-** The Secretary, who does not need to belong to the Community, is responsible for keeping the social and accounting books and issuing certifications with the approval of the President, the Administrator being able to perform said position, for his appointment he will be at the the same rules established for the appointment of the President and Administrator.

**Article 36.-** The functions of the secretary are:

- Record the minutes of each of the meetings of the Board of Owners in the corresponding book.
- Report to the President of everything related to the Community.
- Issue certifications of the minutes when requested by any of the owners.
- Proceed to the practice of the summons of the owners in the form and terms that are collected in these Bylaws, when the call of the Meetings is decided.
- Make the notifications of the agreements.

- Keeping the books, guarding the files and files of the community, always having it at the disposal of the owners.

7. And in general any other assigned by the Board.

**Article 37.-** It is the responsibility of the President to contract the working or non-working person who provides their services to the community, and the rules established in Spanish legislation in this regard must be observed at all times. The hiring of temporary or sporadic personnel may be carried out by the Administrator. When it comes to the hiring of permanent personnel, it will be decided by the Board of Owners.

**Article 38.-** The entire building will be insured against all kinds of risks as well as the corresponding civil liability policy will be arranged, without prejudice to the insurance that each owner may arrange for their home and belongings.

**Article 39.-** If it is considered convenient for the proper functioning of the Community, the Board of Owners could appoint a permanent commission to help and collaborate with the functions entrusted to the Administrator, said Board choosing the people who would make it up and their role.

## TITLE VII

### DISSOLUTION

**Article 40.-** The following will be causes of dissolution of this Community:

- The conversion of property and ordinary joint ownership.
- The destruction or losses of the Building, but observing the following rules:
  - If the destruction is partial, the insurance indemnities will be rejected, if they are sufficient for the reconstruction of the Building.
  - If the destruction is total or the amount of the Insurance only covers an amount less than fifty percent of the building, it will be agreed unanimously by the extraordinary Meeting called for this purpose.

### FINAL PROVISIONS

**Article 41.-** The owner who totally or partially alienates his home, must demand, in the act of the buyer, the formal subrogation of all community rights and obligations, and must notify this subrogation in writing to the Community within thirty days of the signing the contract or deed of sale.

**Article 42.-** It will not be admissible to renounce the goods or services of common use or the declaration of not participating in them or of depriving oneself of such services for the purpose of being exempted from the payment of community fees.

**Article 43.-** For the proper interpretation of these Statutes as well as to resolve any litigation that may arise from them and that is of interest to the Community, the owners or users of the homes, they unanimously agree to expressly submit to the Courts of Vera and her superior hierarchies, renouncing any other jurisdiction that may correspond to them.

**Article 44.-** The present Statutes that are formulated by virtue of the regulatory power referred to in article 5 of the Horizontal Property Law fulfill the mission of developing the current legal ordinance for the regime of this Community of Owners.

These Bylaws will henceforth form an integral part of the property title of each co-owner and may be registered in the Vera Property Registry to produce third-party effects, all the effects derived from its content.



**Article 45.-** The provisions of these Bylaws are of unavoidable observance, both for the co-owners that make up this Community, as well as for the people who live with them or depend on them and in general for any occupant of the houses that make up this Building.

The co-owners are thus obliged, in case of transfer or encumbrance of their property or consign the content of the same in the titles by which any of said acts is carried out and to register in the Property Registry the agreements that limit Sunday law.

**Article 46.-** These Statutes will be supplemented in order to regulate coexistence, neighborhood relations and proper use, as well as regarding the care and use of the facilities, services, and common elements, by the Internal Regulations that likewise It will have to be approved and it will contain the rules of internal order and will oblige all the occupants of the dwellings as long as it is in force.

## **INTERNAL RULES**

The rules of coexistence will be the following:

- Shower before getting into the pool.
- Do not introduce inflatable articles in it (mats, etc.)
- Do not run in the enclosure.
- Use the bins.
- Dogs prohibited in common areas.
- Do not put clotheslines on exposed terraces.
- Respect the plants.
- Respect the siesta time (3:00 p.m. - 5:00 p.m.)
- Installation of awnings in shades of white or ecru.

All owners are requested to respect these rules for the good and quiet coexistence of all.