



**SUNSET GARDENS  
MANAGEMENT REGULATIONS**

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The present Management Regulations are elaborated in compliance with the valid laws and regulations of the Republic of Cyprus, especially by the provisions stipulated in the Immovable Property (Tenure, Registration and Valuation) Law Cap. 224 as amended by the Law 6(I)/1993 or any other laws amending or replacing it, and the Permits (planning and building permit) issued by the relevant Authorities in Cyprus for the gated community project located in Limassol District, known as "**SUNSET GARDENS**" aimed at the enhancement of efficiency and transparency of the Community's internal governance, development and maintenance mechanisms, improvement of the system of control over and accountability of its management body and observance of rights and obligations of owners, (hereinafter referred to as the "**Regulations**").

#### **1. GENERAL PROVISIONS**

**1.1.** A comfortable home is desired by all people all over the world. People choose to live in apartment/unit building blocks, next to each other, and as such they must necessarily respect each other's rights especially when the property they are investing to constitutes part of a gated community rich in amenities including resort-style pools, outdoor entertainment spaces, Club House and additional facilities. The achievement of a comfortable home in combination with harmony in the Community is a consequence of participation of all owners to facilitate coordination among owners and effective Community management. These Regulations as outlined below, in layman's terms, are intended to guide and delimit the Owners of the Community to manage and maintain the common parts of their building block which they co-own along with the communal spaces, which is no simple task since a decision-making process is involved.

**1.2.** These Regulations control and/or legalize the rights and obligations of the property owners in respect to all and other owners and the shared areas. These Regulations help to ensure the Community is safe, enjoyable and peaceful for all Owners, Occupants, visitors and users in general. The rules are in place to ensure that the actions of some individuals do not affect the enjoyment or the value of the Community for the majority.

**1.3.** If a breach of the Regulations or any of the Rules/Clauses provided therein is identified, the provisions of Clause 14 in relation to the enforcement procedures, shall apply.

**1.4.** All Community users (including Owners, Occupants, visitors and domestic staff/contractors and/or any servants) are required to conduct themselves in accordance with these Regulations and the Law.

#### **2. DEFINITIONS**

The terms stated below will have the following definitions except from those provided scattered in these Regulations:

**2.1. "Community/Project"** \_ The Community is known as Sunset Gardens and is located in Tserkezoi, Limassol District, Cyprus. The Community has been designed as a predominantly residential with supporting Communal Facilities (see below definition of Community Facilities) such as roads and landscaped areas. The Community be subdivided into the Apartment Component

and Community Facilities. The Apartment Component will be further subdivided into the Building Blocks that will be further subdivided into Apartment Units and the Apartment Common Areas.

- 2.2. "Building Block"** \_ Building Block means the residential building, at which the Unit is situated forming part of the Apartment Component and which is comprised of apartment units and the Apartment Common Areas, forming an integral part of the Community.
- 2.3. "Apartment Common Areas"** \_ means the areas of the Building Block which will be designated by the Developer as such and which, amongst others will include the lobby area, staircase and corridors, common store rooms, communal and private parking spaces, elevator including any fixtures, fittings, attachments, utilities or facilities in this area intended for such use.
- 2.4. "Community Facilities"** \_ Community Facilities are located throughout the Community and comprise areas and facilities that are available for shared use by the Owners and Occupants (and in some cases, their visitors and members of the public) or otherwise benefit the Community. As at the Effective Date, it is intended by the Developer that the Community Facilities to be constructed within the Community are as specified in **Appendix A and Appendix B.**
- 2.5. "Developer"** \_ Developer means CITRUS GARDENS DEVELOPMENT LTD, a company duly registered under the Laws of Cyprus, with Registration Number HE 383050 that is responsible for the construction and the development of the Project pursuant to the terms and provisions of the permits as granted by the relevant Authorities in Cyprus.
- 2.6. "Completion Date"** \_ means the date upon the Certificate of Practical completion of the Building Block is issued from the Project's Architect;
- 2.7. "Annual General Meeting"** \_ shall be held every year within 12 to 14 months after the date of the previous annual general meeting, at such date and place as the Owner's Association in collaboration with Manager shall think fit.
- 2.8. "Board"** \_ Representatives, who are forming part of Owners Association and are elected to hold the position of the Chairman, Secretary and Treasurer and 3 (three) Members. The number of the Board members shall not exceed 5 (five) members and the minimum shall be 2 (two) members.
- 2.9. "Service Charges and/or expenses"** \_ the expenses incurred by the Owner's Association for the purpose of rendering the Services (as defined in Clause 12 hereinbelow) which Services shall be provided by the Owners Association itself or by the Manager (who shall be specifically engaged for such purpose) or by another person (legal or natural).
- 2.10. "Machinery"** \_ common-area machinery of the Project such as, including but not limited to, air conditioning units, elevators, escalators, CCTV, pool, barbecue and outdoor kitchen appliances, installation and shared plumbing, external lighting, water, sewage, drainage, fire extinguisher devices, kitchen equipment like freezers, refrigerators, dishwashers, cookers, electrical ovens, gym and spa devices and technology such as treadmills, ellipticals, sauna steam machines, jacuzzi, towel warmers and sanitizers and in general machinery and mechanisms that can be used in all areas of the Project that serve the Owners or the Occupants of the Units and the invitees, directly or indirectly.

- 2.11. **“Manager”** \_ a natural and/or legal person, appointed by the Owners Association to provide the Services and in general to deal with the day-today operations of the Project.
- 2.12. **“Management Fees”** \_ as defined in Clause 13 of these Regulations.
- 2.13. **“Occupant”** \_ anyone having license to use and/or occupying the Unit.
- 2.14. **“Owner”** \_ being the person (legal or natural) entitled to be registered as title deed holder or the title deed holder of a Unit forming part of the Community or any right owner in respect of the Project.
- 2.15. **“Owners Association”** \_ appointed at the first Annual General Meeting, properly convened and held within 3 (three) months from the Completion Date and therefore possession of the Unit has been provided to the Owner and consisted by the Representatives.
- 2.16. **“Representative”** \_ as defined in Clause 3.2 of the General Provisions of these Regulations. The term of Representative shall last until the next Annual General Meeting, unless re-appointed by the majority of the Owners of the relevant Building Block with the supervision of the Manager due to lack of communication or for any other significant reason.
- 2.17. **“Services”** \_ the services to control, operate, manage and administer the Jointly-Owned Property and to do any act which is necessary for the implementation of the Regulations and the Law and for the control, operation, management and administration of the Jointly-Owned Property.
- 2.18. **“Unit”** \_ an apartment within one of the Building Blocks designed to be used separately as residence.
- 2.19. **“Jointly - Owned Property”** \_ means every part of the Project under joint ownership which has not been registered as Unit.

### 3. MANAGEMENT AND GOVERNANCE

- 3.1. The Community, being a large private residential estate, it is difficult to obtain unanimous consent from all the Owners on each and every single matter, so a mechanism to facilitate collective decision-making of Owners has been put in place, which provides for the establishment of the **Owners Association**, who shall be granted with the full responsibility for the decision making and the workings of the entire infrastructure and superstructure of the Community under the overreaching supervision of the **Manager**, and be acting in accordance with the Law and the provisions of these Regulations.
- 3.2. Pursuant to the terms of these Regulations, the Owners of each Building Block may appoint one person, out of the Owners of the Building Block, whom they think fit to be member of the

Owners Association. For this purpose, 10 (ten) days before the Annual General Meeting, each Building Block shall convene an "ad-hoc" meeting of the Owners, with the supervision of the Developer, for the first time and thereafter of the Manager who shall keep the minutes for the records, to select the Owner's representative who is appointed as such by show of hands of 75% of attendees Owners or by proxy (as the "**Representative**").

- 3.3. The Representative, is therefore a member of the Owners Association and has a fiduciary responsibility to all Owners of each Building Block that has been appointed and hence, as a participant of the Owners Association should abide by the principles of openness, transparency, integrity and accountability in performing his duties and conducting the affairs of the Owners Association.
- 3.4. The Owners Association has a legal status to represent all Owners in managing the common parts of the Community which is no simple task since it involves a myriad of matters, ranging from minor ones (i.e. cleansing and refuse clearing) to major issues such as to engagement and/or appointment of management company or other professional person (legal or natural) to assist in carrying out its duties and powers.
- 3.5. The Owners Association, is empowered by the Law and by the provisions of these Regulations, to sue and be sued in any matter concerning the Owners and their rights and obligations, in relation to the Project, to claim damages and to enter into agreements in relation to the management and control of the communal spaces of the Community but in no case, may take a decision or action which will result to the termination or alteration of any Owner's rights, the limitation or the prohibition of the transfer rights of a Unit, the imposition of an obligation or payment not specified by the Law or these Regulations or the allocation of a specific part of the jointly owned property as limited unless is done in accordance with the Law.
- 3.6. After the Owners Association is formed, a Board will be elected and a chairman, secretary and treasurer will be appointed. The number of the Board members shall not exceed 5 (five) members and the minimum shall be 2 (two) members. The meetings of the Board shall be minuted by the secretary who shall keep the records in place. Any collective decision made at the general meetings of the Board of the Owners Association, which are properly convened and held, with the supervision of the Manager, shall be binding on all the Owners, the heirs, successor-in-title, assignees, tenants or lessees and occupants of the Owner. The Owners have the right to inspect the minutes of any Board meeting, at their own discretion.
- 3.7. At a General Meeting, the Owners Association, upon their appointment and henceforth, may pass any resolution (by not less than 75% of the votes) with respect to, inter alia, the control, management and administration of the communal spaces of the Community, the appointment of a management company to handle and perform and deal with the day-to-day operations of the Community, the alteration or amendment, replacement or revocation of the Community's Regulations, the number of members of the Board or may supplement the Board by electing new members if for any reason the number of the Board members is reduced.
- 3.8. It is hereby clarified that critical decisions, including but not limited to the amendment and/or alteration of these Regulations, the appointment of the Manager, the election of the Board and the decision regarding the list of arbitrators, are decisions exclusively taken by the Owners Association. In the event that such a decision and/or a decision that might be denoted as critical, then the Board must allocate the matter to the Owners Association to decide.
- 3.9. The first Annual General Meeting of the Owners Association will be convened by a written notice sent to the Owners, as per the provisions contained in these Regulations, by the

Developer within 3 (three) months from the Completion Date.

- 3.10.** Notwithstanding the provisions of these Regulations and considering that the Owners Association must be elected to represent the Owners, their rights and obligations, of the Community, in the event that an Owners Association is for whatever reason not formed within 3 (three) months from the Completion Date, in such an event the Developer shall have the obligation to appoint in writing a temporary Owners Association for the Community until the first Owners Association is established pursuant to the terms and conditions of these Regulations (hereinafter referred to as the "**Temporary Owners Association**").
- 3.11.** The Temporary Owners Association shall consist only by the Owners but in case there is no such availability, the Developer shall appoint a Temporary Owners Association out of the Owners of the Community which shall have all rights and obligations as an Owners Association and the term of office, as per Clause 3.8. above shall end on the day the first Owners Association shall be appointed according to the provisions of these Regulations.
- 3.12.** As provided above, the Owners Association shall be appointed at the first Annual General Meeting which shall be held no later than 3 (three) months as from the Completion Date and the Owners Association members' term of office will be completed until the next annual general meeting, unless re-elected.
- 3.13.** The Owners Association meeting may take place at any time provided that two of its members requested the Secretary of the Board to hold such a meeting. The Secretary of the Board shall, within 10 days of receiving such a request, held the meeting within 30 days of receiving such a request.
- 3.14.** The Secretary of the Board shall at least 10 (ten) days before the day of the meeting (i) give written notice of the meeting to each member and (ii) display the notice of a meeting in a prominent place in the Community (provided that written notice displayed in prominent place in the Community one day after its displaying) and (iii) send an email and/or a letter to the last known address.
- 3.15.** A. The written notice of the meeting may be –
- (i) Delivered by email or by post to the last known address of each member of the Owners Association; or
  - (ii) Left at his Unit if no address is known.
- B. The written notice of the meeting shall specify –
- (i) The Date, time and place of the meeting; and
  - (ii) The resolutions that are to be proposed at the meeting (the agenda).
- 3.16.** Five (5) members of the Owners Association or 50% of the members, whichever is the greater, is considered to be a quorum.
- 3.17.** An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by sixty days' (60) notice in writing at the least, and an extraordinary general meeting shall be called by thirty days' notice (30) in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served in the way and manner as herein prescribed.
- 3.18.** A member of the Owners Association, irrespective of his term of office, shall cease to be a member of the Owners Association and/or the Board with immediate effect if he -

- (i) is declared bankrupt;
- (ii) enters into a voluntary arrangement;
- (iii) is convicted of an offence in the Republic of Cyprus for which he is sentenced to imprisonment, whether suspended or not;
- (iv) becomes incapacitated by physical or mental illness;
- (v) is removed from office by resolution of the General Meeting.

**3.19.** A vacancy will occur in the Owners Association and/or the Board if the total number of its members falls below 2 (two) for reasons other than the expiration of the term of the office (hereinafter referred to as "Vacancy"). Such a Vacancy may be filled by a decision of the General Meeting. It should be noted that the appointment made by the General Meeting will last till the next Annual General Meeting and shall then be eligible for re-election.

**3.20.** Where the number of vacancies in the Owners Association is more than 50% of the number of the Owners Association members, as decided by the Owners at the General Meeting, the Owners Association cannot meet the quorum requirement holding an Owner's Association meeting and it cannot pass any resolution.

**3.21.** Under such circumstances, the vacancies can be filled in the following ways:

1) The Chairman of the Board of the Owner's Association may convene a General Meeting of the Owners for the purpose of filling the vacancies; or

2) Where the office of the Chairman of the Board of the Owner's Association is vacant, the remaining members of the Board may appoint a person from amongst themselves to convene General Meeting of the Owners for the purpose of filling the vacancies.

### **3.22. DUTIES OF THE BOARD OF OWNER'S ASSOCIATION**

1. The Owner's Association Board has, inter alia, either alone or through the Manager, the obligation:

- (i) To convene the annual and extraordinary general meetings, as prescribed in these Regulations;
- (ii) To control, operate, manage and administer the jointly-owned property and to do any act which is necessary for the implementation of the Regulations and the Law and for the control, operation, management and administration of the jointly-owned property and for securing the services prescribed by or by virtue of the present Regulations and the Law.
- (iii) To maintain in good condition and operation and to preserve the jointly-owned property and such other parts of the jointly-owned property and the improvements, constituent parts and fixtures, as may be assigned to it by or by virtue of the present Regulations and the Law;
- (iv) To perform its powers and duties imposed upon it by or by virtue of the Law and of the present Regulations in good faith and for proper purpose;

- (v) Not to obtain secret or deceitful profit;
- (vi) Not to place itself in a position in which there may be a conflict between its personal interests and duties;
- (vii) To comply with every notice, order or other decision of any competent administrative body, authority or person in relation to the jointly owned property;
- (viii) To insure and always keep insured the entire jointly-owned property of the Community, against fire, lighting and earthquake/ explosion of boilers or gas used for domestic purposes only/ aircraft or other aerial devices or articles dropped there from/ riot, civils commotion, malicious persons or vandals/ storm or flood/escape of water from any tank, apparatus or pipe/impact by any road vehicle/ accidental glass breakage and/or for any other risk if decided by the majority of the Owners with one licensed insurance company for the sum corresponding to its replacement;
- (ix) To pay insurance premium in relation to any insurance contracted;
- (x) To make a public and personal liability policy which will cover third party claims against the Owner's Association and each of its members in respect of bodily injury or death or property damage, nuisance, trespass, or interference;
- (xi) To dispose the insurance money it receives, as it is prescribed by these Regulations;
- (xii) To submit statements every 12 (twelve) months to the Owners, which shall state the expenses of the 12 (twelve) previous months, the nature and whether any member of the Owner's Association who is an Owner has contributed towards these expenses. The initial payments by the Owners shall be used for the payment of the expenses incurred in the first and in subsequent years. If these initial payments prove to be insufficient to cover the expenses of the twelve-month period, the Owners shall increase respectively the above-mentioned amount, following a written notice from the Board or the Manager to each Owner;

Provided that an Owner will receive adequate information and details on the aforementioned income and expenditure audited statements and the relevant supporting documentation during the Annual General Meetings.

- (xiii) To prepare budgets and submit them to the Owner's Association for approval during the Annual General Meeting, with all the relevant supporting documentation and determine the amount to be contributed by the Owners.
- (xiv) To permit the Owners or any persons designated by the Owner's Association to:
  1. Inspect the books of account;
  2. Inspect all bills, invoices, vouchers, receipts and other documents referred to in the books or records of account and other records;

3. Inspect the policy of insurance and any receipt for the premium in respect of that policy;

(xv) To maintain the following documents:

1. All bills, invoices, vouchers, receipts and other documents referred to in the books or records of account and other records;
  2. The tender documents, copies of contracts, accounts and invoices and other documents relating to the procurement of supplies, goods and services
  3. The minutes of the Annual General Meetings; The instruments for the appointment of proxies to attend an Annual General Meeting;
  4. The consent form signed by the Owners in relation to GDPR.
- 2.** The Board has the power to establish and maintain a fund which in its discretion is adequate and which it may use:
- (a) For the management expenses and for the control, operation, administration and management of the jointly – owned property and for the payment of insurance premiums; and
  - (b) For the execution and fulfilment of any function, duty or obligation it has; and
  - (c) For the settlement of any outstanding balance of any Owner towards the Owner's Association.
- 3.** To recover by action, from any Owner any sum of money spent by the Owner's Association for repairs of works carried out by it or at its discretion with the purpose of complying with any notice or order of an appropriate administrative body, authority or person in relation to part of the Community and/or of a Building Block including the Unit belonging to an Owner.
- 4.** Each contribution imposed may be demanded and must be paid after reaching the relevant decision and the Owner's Association may recover by any Arbitration procedure action the contribution from the Owner at the time the decision is taken.
- 5.** The Board, following an application by an Owner or by any person authorized in writing by him, shall certify:
- (i) The amount of the contribution of the Owner;
  - (ii) The manner of payment of the contribution; and
  - (iii) The amount of the contribution paid by the Owner.

This certification shall constitute prima facie evidence of the matters certified therein for the benefit of every person dealing with this Owner.

#### **4. PERFORMING THE SERVICES**

- 4.1.**The Owner's Association hereby takes upon itself or through the Manager (and/or through sub-contractors) the performance of the Services and the Owner agrees to the same and has granted the Owner's Association the sole right to manage and provide the Services in the Project and undertakes to act in accordance with the detailed provisions of these Regulations.
- 4.2.**The Owner's Association is obliged within 10 (ten) Business Days as from the day of its establishment to appoint a professional Manager for carrying out the day-to-day management, control and administration of the Project on behalf of the Owners and pay reasonable remuneration and/or management fee, as determined from time to time.

#### **5. TERM OF REGULATIONS**

The term of these Regulations shall commence on the Delivery Date (pursuant to the Sale and Purchase Agreement) and shall continue for any time period that the Owner of the Unit (either occupies the Unit itself or not) shall be the registered holder of the title deed of the Unit or the person entitled to be registered as the title deed holder of the Unit.

#### **6. OBLIGATIONS OF THE MANAGER**

- 6.1.**The obligations of the Manager upon its appointment shall be, among others, to provide the Services; to organize, set up, maintain and employ an array of specialists and technicians, professionals, administrators and others to carry out the performance of the Services, and to be prepared to manage and carry out all or a portion of the Services by means of contractors, sub- contractors or in any other manner that the Manager sees fit.
- 6.2.**Without derogating from the generality of the foregoing and in addition to all authorities vested with the Manager, as derived by its appointment by the Owner's Association, and included in the specifications of Services as described above, the Manager shall further have, inter alia, the following authorities:
- 6.2.1.** The rendering of the Services shall be carried out by the Manager itself and/or through the hiring of services of another party, in whole or in part, as the Manager shall in its sole discretion, elect and decide.
- 6.3.**It is clarified that the provisions of this Clause 6 above form part of the Services and are intended to add to any permission or other right granted to the Manager and/or to the Owner under the provisions of these Regulations or in any other document relating to a specific Unit and the Community in general.
- 6.4.**The Manager shall be entitled to sublease spaces of the Community Facilities such as Gym, Café, Supermarket etc. to external operators. Such actions have to be

acknowledged and approved by the Owners Association, not unreasonable withheld. The rental income will be collected by the Manager and will be further subtracted by the Annual Service Charges.

## **7. INSURANCE/INDEMNITY**

The Project must be insured (including the structure of the Unit) with an Insurance Company, against All Risks, and in an amount that will be decided upon by a professional consultant, who will be hired in coordination with the Owner's Association.

**7.1.** The insurance policies may be in any form and include or omit any provision according to the sole discretion of the Manager and/or its professional insurance consultant.

**7.2.** Without prejudice to the abovementioned the insurance policies that the Manager will purchase will include the policies described in Clause 7.3 – 7.5 hereinbelow or any other policy according to its absolute discretion.

**7.3. All Risk Insurance:** The building insurance policy shall cover the entire Project including the common areas, the outer walls, the floors as well as the outer walls of the Units. The policy shall be of a class “*extended fire coverage*” and shall cover damage, including earthquakes. The policy shall also cover against loss of Management Fees.

### **7.4. Third-Party Insurance:**

7.4.1. The policy shall cover the joint tortuous liability of the Owners and of the Manager due to any defect or fault in the Project or defect or negligence in its maintenance by the Manager (and/or its sub-contractors), as well as third party insurance of the corridors and common areas, covering not less than €1,000,000 for each and every claim and €4,000,000 in aggregate.

7.4.2. This policy **shall not cover** the separate and specific liability of the Owners or the Occupants of a Unit for damage relating to the Unit itself to any third party visiting the Unit, the activities that are conducted therein or pertaining thereto, and the contents thereof.

**7.5. Mechanical Malfunction insurance:** The policy shall cover the Machinery in cases of malfunction.

### **7.6. Waiver against claims & Limitation of Liability:**

Neither the Manager nor any person or body acting on its behalf or in its name shall be liable in any manner or form for any damage or harm which may be caused to Owner and/or to its property, or for any bodily harm and/or loss of and/or damage to the property of any kind whatsoever which may be caused

to Owner and/or its Occupants and/or its visitors and/or to any other person upon or in the Unit and Owner hereby assumes full responsibility and liability in respect of all such damage and harm and undertakes to indemnify and compensate the Manager immediately upon receipt of first written demand to do so in respect of any compensation and/or damages which may become obligated and/or compelled to pay in respect of any such harm or damage.

## **8. OWNER'S UNDERTAKINGS, OBLIGATIONS AND DECLARATIONS**

**8.1.** The Owner hereby delivers to and awards the Manager the responsibility for the management and execution of the Services, and hereby waives all rights in and to the management of the Project.

**8.2.** The Owner further undertakes:

8.2.1. To refrain from taking any action, whether on its own or by means of others, which was placed under these Regulations in the authority of the Manager, unless the Manager, with the prior consent of the Owner's Association, agrees to the same in writing prior to the taking of such action.

8.2.2. That it and all of its representatives shall cooperate with the Manager and assist the same in all circumstances in which such cooperation or assistance is required, in order to enable the smooth, ongoing provision of Services, and shall fulfill any obligation arising directly or indirectly from these Regulations.

8.2.3. To notify the Manager and/or the Representative with respect to any matter requiring action thereby, as soon after having become aware of such matter.

## **8.4. ALTERATIONS, ADDITIONS AND REPAIRS**

8.4.1. Every Owner may carry out alterations, additions or repairs to the interior of the Unit he owns provided that:

a. In case where the said alterations and/or additions and/or repairs of the Unit affecting the infrastructure and/or superstructure of the Unit and therefore of the Building Block but not the internal surface of the Unit (i.e. paint to the inside of the Unit), then a 30 (thirty) day prior written notice shall be submitted to the Owner's Association by the Owner illustrating the exact additions, alterations, repairs to be conducted in his Unit, the duration needed and the materials to be used. The plans submitted to the Owner's Association and consequently to the Manager must be signed and approved by a licensed Architect; and

b. the Owner's Association consents in writing to the said alterations, additions or repairs, such a consent shall not be unreasonably withheld. The Owner's Association has the right to make any reasonable amendments and/or alterations and/or submit any condition or term on the execution of the said alterations, additions, repairs if those are deemed necessary for the protection of the jointly owned property of the Project; and

- c. the alterations, additions and repairs shall be executed by a contractor, included in the contractors' pre-approved list, issued by the Manager, with the prior consent of the Owner's Association, once a year or by any other contractor not included in the Contractor's Pre-approved list provided that the Owner shall obtain the prior written consent of the Owner's Association.
- 8.4.2. The alterations, additions and repairs shall be carried out on the basis of the Owner's overall obligation to maintain the Unit in an excellent condition in accordance with the present Regulations and that no alteration, addition or repair:
- a. shall adversely affect the rights of any other Owners and/or Occupants of the Project and/or the Community or interfere with the use and enjoyment by the rest of the Owners; and
  - b. shall affect in any way the jointly - owned property, its smooth functioning or its enjoyment; and
  - c. shall in any way affect the walls supporting the jointly - owned property and its external walls; and
  - d. shall endanger in any way the safety of the jointly – owned property or shall affect its external appearance.
  - e. Do not affect the intended function of the Community.

Any alterations, addition or repairs that increases the number of unit or change the use of the unit are strictly prohibited.

- 8.4.3. The Owner's Association and/or the Manager has the right to charge the Owner who carries out any alterations, additions or repairs to his Unit, a daily fee of €20.00 to €50.00, or other amount designated by the Manager (representing the Owner's Association), for the whole duration of the works. This fee is payable due the disruption of the use of the Project by the Owners and guests, and for the increased services, in terms of cleaning and maintaining of the Project and of the jointly – owned property required to be conducted. The total of the aforementioned fee shall be paid by the Owner based on the duration in the written notice before the commencement of alterations, additions or repairs of the Unit.

## **8.5. GENERAL OBLIGATIONS OF THE OWNERS**

- 8.5.1. The Owner shall not: –
- a. use any Unit for any illegal purpose;
  - b. use any Unit generally for any use which may create noise, any kind of smell, smoke or other nuisance or which turn out to be harmful to the health, dangerous for the safety of the Owners, or which not appropriate in terms of morals or decent behavior; or
  - c. use any Unit in such a way as to affect the appearance or aesthetics of the jointly – owned Building of the unobstructed and uninterrupted use by the Owners or those who use the other Units of the jointly -owned Building Block and hence the Project;
  - d. move, replace or in any way interfere with any part of the Jointly - Owned Property;

- e. post up, expose or place any object from a balcony, veranda, roof, fence, door or window or from any other external part of the jointly – owned Building Block or from any part of the jointly – owned Building Block in such a manner as to be visible from outside, unless prior approved by the Owner's Association; or
- f. desert, place or keep any object at the main or auxiliary entrance, or staircase, stair head, corridors, roof, lift or any other part of jointly - owned Building Block; or
- g. carry heavy object using the lift for the residents of the Building Block;
- h. alter the color of the windows, doors, balconies, verandahs, fences or external walls of the jointly – owned Building Block and in general of any structure on an external wall, surface or part of the jointly – owned Building Block; or
- i. post up, place or allow the posting up or placing of any bill-board, poster, advertisement, announcement, neon sign or notice of any kind on any external part of the jointly-owned Building Block and in general the Project, in such a manner as to be visible from outside, unless prior approved by the Owner's Association; or
- j. provided that the Owners or those who use the Units may place next to the main entrance and next to the entrance of their Unit, in an appropriate place to be specified by the Owner's Association, small signs with their name and occupation, the dimensions of which may be prescribed by the Owner's Association;
- k. possess, store or use any objects or substances which may disturb the other Owners or the persons who use the Units or the neighbors because of the smell, smoke, dust or soot emerging from or produced by them and in general any flammable or dangerous objects or substances, or do anything which may affect or cancel any fire insurance relating to the jointly-owned Building Block or the jointly – owned property or any part thereof of increase the premium of such insurance; or
- l. use solid fuel in preparing food;
- m. throw in the sink, toilet, basin, bidet, shower or bath or in the sewage system any compact or useless objects or objects which may block the ducts or pipes, pollute the atmosphere or from which flammable or dangerous gases may emerge, or throw in the ducts or pipes anything that may cause damage to them; or
- n. place useless objects or garbage anywhere else other than in rubbish containers or at the other places intended especially for this purpose;
- o. keep in the Unit any bird, dog or any other animal without the previous consent in writing of the Owner's Association (hereby attached as **Appendix C**) such consent to be revocable at any time on complaint of any nuisance or annoyance being caused to any Owner of the Building Block; or
- p. permit singing or the playing of any music or mechanical instrument or the use of any gramophone, radio, cd, recorder, television or recording apparatus in such a manner as to disturb any Owner under license of any other Unit of the Building Block and in general the Community; or

- q. place or set up tents or air-condition apparatus on a balcony, verandah, roof, door, window, external surface of the jointly - owned property or above or below these, without the prior written consent of the Owner's Association in relation to their position, color, size and shape;
- r. erect, expose, place or post up, or permit the erection, exposure, placing or posting up outside his Unit or on any external part of the jointly - owned Building Block or on any part of the jointly-owned property, a radio or television antenna or a wire or pole or any other apparatus or object; or
- s. place or plant any plants on a balcony, veranda, roof window, wall or other external surface of the jointly-owned Building Block other than decorative plants in elegant pots or other appropriate containers which are in harmony with the whole appearance of the jointly-owned Building Block and in general the Project, which have been approved by the Owner's Association and from which water does not leak; or
- t. pour or allow the pouring of water or other liquids from his Unit to the Units of the Owners or to the jointly – owned property or in general outside the jointly-owned Building Block;
- u. carry out or permit to be carried out any alterations without such permission as aforesaid or to carry out any works or alterations of any description in the Units any other hours than between the hours from 8.00 a. m until 3.00 p. m from Monday to Friday; and
- v. leave or park or permit to be left or parked any motor car cycle, bicycle, or other vehicle belonging to or used by the Owner or Occupant of any Unit or by any of their friends, servants, visitors, licensees to any jointly-property.

8.5.2. Every Owner is obliged to:

- a. Allow the Owner's Association and/or the Manager and its representatives at reasonable times and after giving reasonable notice (no notice is required for urgent cases) to enter his Unit in order to inspect, maintain, repair the pipes, wires, cables and ducts of the Unit which may be used in relation to the enjoyment of any other Unit or jointly – owned property or maintenance or repair or in order to secure compliance with the Regulations; and
- b. Carry out promptly every work imposed on him by an appropriate administrative body, authority or person in relation to his Unit other than work in relation to the jointly - owned property and to pay every tax, duty, or charge which has been paid in relation to his Unit; and
- c. Repair and maintain his Unit and keep it in good condition; and
- d. Pay promptly every sum which he must pay by virtue of the Law and the Regulations; and
- e. Notify immediately the Manager for his absence if it last more than 15 (fifteen) days; and
- f. Follow the rules and regulations of the communal swimming pool (hereby enclosed as **Appendix D**), if applicable; and
- g. Every Owner has the obligation, when he grants a leasehold or enters an agreement to grant a leasehold, lease, license or other agreement for the possession or use of his Unit, whether with consideration or not, to secure, as part of his obligations, that this leasehold, lease,

license or other agreement shall include a term with an express notification to the leaseholder, lessee or occupier under license by virtue of the present Regulations and with an express provision binding the leaseholder, lessee, or occupier under license in relation to the unconditional acceptance of all provisions of these Regulations; and

- h. Every Owner has personal responsibility to the other Owners and to every third party for each contravention of any provision of the present Regulations by himself and by every leaseholder, lessee or occupier under license of his Unit, whether with consideration or not, and also for any deterioration of the condition of or any damage to the jointly – owned property that was caused by any act or omission of the Owner or Occupant under license; and
- i. All the rights and obligations of the Owners which emanate from the provisions of the present Regulations shall continue to belong to and burden all the Owners, whether or not the Unit is possessed or used by its Owner or any person deriving his rights from the Owner. If a certain Unit is not being used or remains unused for any period of time, the Owner shall remain responsible for the fulfilment of each of his obligations and for the payment of the expenses corresponding to his Unit, as is prescribed by these Regulations; and
- j. In case where the Owner refuses to pay any sum which he owes as expenses for maintenance, administration, repair etc., the leaseholder or legal occupier of the Unit may pay the above-mentioned sum and deduct it from the sum which he shall pay to the Owner as rent, unless a private agreement provides otherwise; and
- k. The Owner shall make known to the Manager and consequently to the Owner's Association, any change of ownership, possession or use of the Unit; and

## **9. COMMUNITY FACILITIES**

9.1. The Community Facilities form part of the Common Areas and are under the control and responsibility of the Owner's Association and consequently the Manager (and its employees and nominees);

9.2. Owners must strictly comply, and use all reasonable endeavor to ensure that its Occupiers fully comply, with all Rules and the directions of the Manager with respect to the use of the Community Facilities including the use of any associated facilities and equipment located with the Community facilities;

9.3. Owners use the Community Facilities at its own risk and indemnifies and holds the Developer, Owners Association and the Manager harmless against any loss arising from the use of the Community Facilities;

9.4 Manager may restrict the hours of use of the Community Facilities in its absolute discretion and temporarily close the Community Facilities (or any part thereof) for the purpose of undertaking any inspection, cleaning, repair or maintenance of the Community Facilities;

9.5 Owner's right to use the Community Facilities may be suspended for any amount of time deemed appropriate if the Owner does not pay its Service Charges or is otherwise in default of its obligations in the Management Regulations as per the relevant provisions of Section 14 – Breaches and Enforcement of Rules;

9.6 The Owner hereby waives any right to (existing or which may exist in the future) any objection,

requisition, claim for compensation against the Developer, Owners Association or the Manager on the basis of any closure or suspension or use of the Community Facilities.

9.7 The Owner will be allowed to a specific number of Guests at the Community Facilities as follows:

- a. Owner of 1-bedroom Unit is allowed up to 4 Guests
- b. Owner of 2-bedrooms Unit is allowed up to 6 Guests
- c. Owner of 3- & 4-bedrooms Unit is allowed up to 8 Guests

With regard to the above clause and should there is any special occasions such as birthdays etc. the Owner will be allowed to a greater number of Guests further to the written approval of the Manager.

9.8 Booking of Community Facilities:

For the fair allocation and enjoyment of the Community Facilities by all Owners and Occupants (and in some cases, their visitors and members of the public) of the Community, the Manager will introduce a Leisure Facilities Booking System with respect to the booking of Facilities by the Owners

## **10. DESCRIPTION OF JOINTLY - OWNED PROPERTY**

Exclusively all those areas of the Project which are not part of any Unit and/or which have not been allocated for the exclusive use of any Owner and/or of any other particular Owner in the Project in general and in any case, include Community Facilities, any doors, the passenger lifts, the staircases, any fire escapes, any such other premises or amenities as may be used, erected or provided for the common use of the Owners of the Project and including not by way of limitation of the foregoing all access way yards, balconies, boilers, equipment and installations of whatsoever kind installed in or used in connection with the Project and the provisions of services thereto. Detailed description of the Jointly - Owned Property of the Project is illustrated in the common areas diagram attached as Appendix B.

## **11. PROPORTION TO THE JOINTLY OWNED PROPERTY**

- 11.1.** The Jointly - Owned Property of the Project shall belong, be possessed and enjoyed by all the Owners in undivided shares. The share of the Owner in the Jointly -Owned Property which corresponds and belongs to the Unit shall be prescribed by the Developer and shall correspond to the proportion of the value of this Unit in relation to the total value of all units of the Project under joint-ownership. The proportion of the Jointly - Owned Property belonging to each Unit, as above calculated, and the percentage of votes each Owner is entitled to at the voting is calculated using the formula attached as **Appendix E**.
- a. Provided that a specific part of a Jointly - Owned Property may be allocated for the exclusive use of a specific Unit and specifically described in the certificate of registration of the Unit.
  - b. Provided further, unless otherwise provided in the present Regulations and the Law, that the Owners Association may, at any time after the Completion Date, by decision of the Owners Association of at least seventy five per cent (75%) of the Jointly - Owned Property and, as long as the Developer is satisfied to that effect, decide to define a specific part thereof as limited joint ownership and to allocate it to a specific Unit or

Units for exclusive use, presuming that it will not have any adverse effect on the functioning of the Community .

- c. Provided further that no such decision may be taken by virtue of the present Regulations in relation to the staircases, the roof, the foundations, the main walls supporting the Project, the lifts, the corridors and the spaces or the installations intended to serve all or some of the Owners.

Subject to the provisions of The Streets and Buildings Regulation Law of Cyprus – Cap. 96, the Owners may, by decision of the Owners who own a hundred per cent (100%) of the Jointly - Owned Property decide to reduce or extend the area of the land which constitutes part of the Project.

## **12. SERVICE CHARGES AND OTHER OUTGOINGS**

**12.1.** The Owners shall participate in the expenses which are necessary for the insurance, maintenance, repair, restoration and management of the jointly - owned property and for securing the services described in the present Regulations and the Law ("**Service Charges**").

**12.2.** If any Unit Owner omits or neglects to comply with the requirements of this section, the Owners Association may proceed with the conduct of any act and the payment of any expense which is reasonably necessary for this purpose. It may then recover through a legal action the sum owed by the non-conforming Unit Owner in accordance with the provisions of the present Regulations and the Law.

**12.3.** The share of each Unit Owner in the common expenses is calculated using the formula attached as **Appendix E**.

**12.4.** Nevertheless, the Manager shall be entitled to set other and/or special criteria for the division of the Service Charges among the Owners in the Community, according to principles which it may deem relevant.

**12.5.** Additionally, the Owner declares, after having read and understood the provisions of this Clause 12, that it shall not make any demand or contention against the Manager and/or the Owner's Association concerning the manner of division of the Service Charges and/or the payment of the Expenses among the Owners in the Community.

**12.6.** The contributions of Owners towards the Service Charges shall be payable by the Owners within 21 (Twenty-one) Business Days following the issuance of the relevant invoice to the Unit Owner. In the event where the Unit Owner fails to pay the Service Charges as aforesaid, such Service Charges shall bear an annual interest at the rate of 5% per annum calculated from the date they should have been paid to the Owners Association and/or to the Manager until the day of settlement.

**12.7.** Service charges are separated into the following main categories:

### **A. Community Service Charges**

The Community Service charges are paid by all Owners within the Community towards the upkeep and maintenance of the greater Sunset Gardens community infrastructure and Community Facilities. These service charges fund the repairs, maintenance and insurance of the

roads, drainage, street lighting, landscaping and the community facilities as well as waste management, security, pest control and general cleaning.

## **B. Residential Service Charges**

Residential Service Charges are the costs that are directly associated with the operation, management, maintenance and administration of the Apartment Common Areas and services of the Sunset Gardens Building Blocks. This operating budget shall be reviewed annually and set in accordance with liability projections and historical data.

The Residential Building Block Service charges include items such as:

- Security
- Cleaning
- Repair and maintenance expenses
- Cost of labor, material equipment
- Expenses and charges for utilities consumed in the common areas
- Cost of insurance premiums
- Administrative and professional expense
- Management Cost

## **C. Reserve Fund**

The purpose of the reserve fund is to cover the cost of replacing significant capital items once they reach end of their economic life. The Reserve Fund shall be held by the Manager in a separate account, and the said monies shall be used by the Manager for the performance of replacement and/or renovation and/or installation of additions and/or repair of the Project's structure as well as it's systems, Machinery and installations serving all the Owners of the Community, the Manager shall include in the Expenses, additional amounts intended to cover the depreciation of the Project's structure and the said installations, as calculated and approved by the Manager's accountant.

- 12.8.** The refusal or the unwillingness of the Owner to receive any Service, or the Owner's wish to stop the performance of the Services in the common areas or parts of them and/or vacating the Unit will not exempt the Owner from its obligatory participation to the Service Charges.

## **13. MANAGEMENT FEES**

- 13.1.** Performance of the Services by the Manager shall be at the expense of the Owners or the Occupants (as the case may be, but in any case, shall always be the obligation of the Owner towards the Owner's Association) as provided herein.

- 13.1.1. During the term of these Regulations, the Manager shall be entitled to receive, and the Owner is obliged to pay to the Manager, the Management Fees, as agreed each year between the Owner's association and the Manager. Notwithstanding the above, such Management Fee should be calculated according to the current market rate with regard to such services.

13.1.2. The Owner undertakes to pay the Management Fees due under these Regulations on time and without condition, irrespective as to whether or not it actually makes use of the Unit and/or the Services, and whether or not it retained possession of the Unit and/or discontinued its use of the Services for any reason.

#### **14. BREACHES AND ENFORCMENT RULES**

**14.1.** Notwithstanding the provisions of Clause 1.3 of these Regulations, a violation is defined as an act that, in the opinion of the Owners Association, is in conflict with the Management Regulations and/or any local legislation.

**14.2.** The Owners Association's enforcement procedures generally follow the process set forth below. Some violations may warrant handling in a different manner, in which case one or more of the steps below may be repeated or omitted, depending on the circumstances.

#### **14.3.**

1. If an Owner is believed to be in violation in the opinion of either the Owners Association or the Manager of any of the provisions of the Management Regulations, a written notice will be sent by the Manager explaining the violation. The 1<sup>st</sup> Notice will set a requested correction date of up to 30 days based on the Manager's judgment.
2. If violation remains uncorrected, upon expiration of the time provided by the 1<sup>st</sup> Notice, a 2<sup>nd</sup> Notice will automatically be sent as a reminder that provides up to another 10 days to correct the violation with a warning of possible fines and legal action if the violation is not corrected by then.
3. If violation remains uncorrected, upon expiration of the time provided by the 2<sup>nd</sup> Notice, the Manager will consider fines or penalties that may include but not limited to the following:
  - (a) Owner's right to use the Community Facilities may be suspended for any amount of time deemed appropriate by the Manager.
  - (b) A fine of €200 for each violation, provided the Owner has not been fined for the same violation within the last year.
  - (c) If the Owner has been fined for the same violation within the last year, the fine will be €400.
  - (d) For continuous violations, the Manager may impose an additional €50 per month, until such violation is corrected.
  - (e) All fines and penalties can be imposed at the same time based on Manager's discretion

4. If the violation remains uncorrected, the Manager will forward the case to the Owners Association, who will decide for legal enforcement proceedings based on the provisions of these Management Regulations.

## **15. ACCOUNTING RECORDS**

- 15.1. The Manager shall maintain its books in accordance with accepted accounting principles for all Expenses and income related to the performance of the Services as well as an index that will contain a separate card for every Owner.
- 15.2. The records and accounts of the Manager will be available to all the Owners of the Community for review and shall serve as proof regarding Expenses, Management Fees and payments made.
- 15.3. The Owner shall be permitted, within a reasonable amount of time following receipt by the Manager of a written request to such effect, to receive an explanation regarding the Expenses relating to the Services.
- 15.4. The Manager will be responsible for the timely preparation of Audited Accounts with a reputable Audit Firm, no later than 4 months from the end of each calendar year.

## **16. ACCOUNTANT**

The Manager shall hire an independent Certified Accountant for the purpose of checking the accounting records, the fees of whom shall be calculated as an expense and/or a cost, as stipulated in these Regulations.

## **17. OWNER'S UNDERTAKINGS IN CASE OF LICENSING**

- 17.1. Licensing or allowing use of the Unit to another, will not absolve the Owner of its obligations deriving from these Regulations, and it will be the Owner's responsibility to ensure fulfillment of these Regulations including the collection of the appropriate sums from such Occupants or licensees.
- 17.2. These Regulations shall continue to bind the Owner even if it grants license to the Unit or permits others the use thereof, or does not make use thereof, whether or not the Occupant, tenant, licensee or user, signed an agreement for this purpose.

## **18. ASSIGNMENT OF RIGHTS & CESSATION OF THE SERVICES**

- 18.1. The Owner hereby grants its consent to the assignment of the Manager's

rights and obligations contained herein to any other person or legal entity.

- 18.2.** The Owner is not entitled to assign and/or transfer its obligations, rights, undertakings and duties contained in these Regulations.

## **19. MANAGER'S REPLACEMENT**

The Owner acknowledges that according to the agreement between the Owner's Association and the Manager, the Manager may be replaced by another person (legal or natural) who will provide the Services or any part of them and therefore the Owner hereby waives any lawsuit and/or argument/complaint and/or demand/request whatsoever against the Manager and/or the Owner's Association in this regard.

## **20. MISCELLANEOUS**

- 20.1.** These Regulations incorporate the complete understanding and form an agreement between the Owner(s), the Owner's Association and the Manager.

- 20.2.** Except as otherwise expressly set forth herein, no provision of or right under these Regulations shall be deemed to have been waived by any act or acquiescence on the part of either the Owner, the Owner's Association or the Manager and/or their representatives or agents, except by an instrument in writing signed by an authorized person of each party hereto. No waiver by any party hereto of any breach of these Regulations by the other party shall be effective as to any other breach, whether of the same or any other term or condition and whether occurring before or after the date of such waiver.

- 20.3.** All disputes, disagreements or claims which may arise from or in connection with these Regulations (as the "**Disputes**") shall be referred for final binding settlement through arbitration proceedings in the Republic of Cyprus in accordance with the Law on International Commercial Arbitration of 1987 (Law No. 101/87). The arbitration proceedings will be held in English language by an arbitration tribunal consisting of three arbitrators from the List of Arbitrators that the Owner's Association shall designate from time to time. The decision of the arbitrators must be prepared in writing, must be substantiated, and shall be binding.

- 20.4.** The headings contained in these Regulations are meant solely for the purpose of clarity and convenience and shall not be used as an aid in interpreting the Clauses herein provided.

- 20.5.** These Regulations were written in English Language. Without prejudice to the above, if these Regulations are translated in another language, then in the event that a discrepancy shall arise between the two versions above-mentioned, it is specified that the English Language version best reflects the understandings, agreements and intentions of the parties involved and

accordingly, the English Language version shall at all times prevail.

## **21. NOTICES**

- 21.1.** The Owner undertakes to notify the Manager in writing about any change of its address within 7 (seven) days following such change. Every notice in accordance with these Regulations shall be hand delivered to the addresses indicated above or sent by registered mail to the same address.
- 21.2.** If sent by registered mail, receipt of the delivery will be considered to have occurred 72 hours following the delivery to the registered office and/or the address, and if hand delivered – it will be considered as received on the date on which it was delivered or placed at the same address.

## **22. FINAL PROVISIONS**

- 22.1.** The present Regulations shall come into effect from the date of its approval by the General Meeting of the Owner's Association.
- 22.2.** In the event that individual norms of these Regulations should contravene with the valid laws and regulations of the Republic of Cyprus, they shall lose effect and respective norms of the valid laws and regulations of the Republic of Cyprus shall apply. Invalidity of individual norms of the present Regulations does not entail invalidity of other norms and of the Regulations as a whole.

## **APPENDIX A COMMUNITY FACILITIES**

As at the Effective Date, it is intended that the following facilities will be designated as Community Facilities and available in the Community for use, free as of right, by the Owners within (subject to payment of Community Service Charges):

- Community Road Network (Internal Private Roads)
- Parks and Landscaped Areas
- Cycle Paths
- Security barriers and gatehouses
- Family leisure and entertainment areas

The final demarcation and delineation of Community Facilities is still to be determined by the Developer and may be varied by the Developer if Developer considers in its sole discretion that such variations are in the best interests of the Community.

On the Date of Completion there may be certain Community Facilities which remain under design and construction and certain Precincts may remain undeveloped. This Appendix shall be completed by the Developer following construction of the Community.

APPENDIX B



COMMUNITY FACILITIES



COMMUNITY FACILITIES DIAGRAM  
PROJECT MASTERPLAN

**APPENDIX C - APPLICATION FOR PERMISSION TO KEEP A PET – CONSENT FORM**

<b>Name:</b>	
<b>Unit:</b>	
<b>Type of Animal to be kept as a pet:</b>	
<b>Number of pets being requested:</b>	
<b>If a dog, what breed:</b>	
<b>Any special circumstances we should be aware of:</b>	
<b>Any pets already kept in the Unit:</b>	
<p>The Unit Owner agrees/understands the following:</p> <ul style="list-style-type: none"> <li>• I agree to act as a responsible pet owner and to ensure any pets I am permitted to keep are well cared for and do not cause a nuisance for other residents or people visiting my home.</li> <li>• I will ensure the property is well maintained and that permitted pets are not allowed to access communal areas unless on a lead.</li> <li>• No pet will be left in the property when I am away from the property unless clear arrangements have been made to provide adequate care.</li> <li>• I understand that I am only permitted to keep pets following the written approval of The Manager.</li> </ul> <p><b>I understand that permission to keep a pet may be withdrawn if any of the above conditions are not being met.</b></p>	
<b>Signed by Unit Owner (Tenant):</b>	
<b>Date:</b>	

**For Manager use only**

According to the Management Regulations of the Project and the relevant Law (N. 184(I)/2002) and as this is amended from time to time The Manager hereby:

<b>Approved/Declined:</b>	
<b>Name &amp; Job title of person approving /declining:</b>	
<b>Reason for declining application:</b>	
<b>Date:</b>	

Notes:

1. The words and expressions included herein, such as: "the Building", "Unit Owner/s", "Unit", "the Manager" and "Management Regulations" have the meaning assigned to them and defined in the Management Regulations of "Sunset Gardens" dated xxx.
2. the present consent is to be revocable at any time on complaint of any nuisance or annoyance being caused to any Unit Owner of the Building.

## **APPENDIX D**

### **RULES AND REGULATIONS OF THE COMMUNAL SWIMMING POOLS**

1. The Operation Hours of the swimming pools will be defined by the Owners Association during the first Annual General Meeting.
2. The Owners Association is obliged to hire/appoint a lifeguard(s), which shall be on duty at all times of the operation of the swimming pool.
3. The Owners Association will be responsible for the issuance and/or renewal of any permit connected to the swimming pool, as provided by the relevant law.
4. The Owners Association is responsible to maintain safety features and rescue equipment.
5. The entrance to the swimming area must remain closed during non-Operation Hours.
6. No diving is permitted. Running and rough play are also prohibited
7. Noise, such as audio equipment and/or voice levels, must be maintained at a minimum volume (not exceed 64 decibels).
8. All pool furniture must remain within the pool area.
9. No grills permitted in the pool area.
10. Private parties around the pool area, are allowed only after giving a 10-days' written notice to the Manager and the Manager is obliged to respond within 48 hours. The Manager, up to its discretion may accept and/or refuse such notice.
11. The Owner and/or Tenant holding any Private party around the pool area, provided that points 10 has been fulfilled, will be responsible for the cleaning and any other damages may be caused.
12. The Manager reserves the right to deny use of pool to anyone at any time.
13. Pets or animals are not allowed in the swimming pool area.
14. Children under the age of 16 must be accompanied by an adult at all times.
  - a. Provided that in case of children's use of the swimming pool area, their guardians are solely responsible for them.
  - b. Provided further that baby nappies are not allowed in the pool for cleaning purposes.
15. The Owners shall always keep the swimming pool and swimming pool area clean.
16. The Owners shall keep their personal belongings with them or place them in a safe place during their stay in swimming pool area. The Owners Association or the Manager will not be liable for any money or property losses.
17. No person with an open wound or bandage or other traumas or any infectious disease is permitted to enter the swimming pool.
18. Guests must always be accompanied by an Owner or Tenant.

**APPENDIX E  
CALCULATION OF THE PROPORTION OF EACH OWNER TO THE JOINTLY OWNED  
PROPERTY**

The proportion of the jointly-owned property belonging to each Unit and the percentage of votes each Unit Owner is entitled to at the voting is set out using the formula below.

A preliminary calculation of each apartment's voting rights shall be calculated by the Developer 60 days prior to the first AGM and will be made available to all owners and the owners will have 30 days to raise any objections. After receiving any objections, the developer shall issue the final version of this calculation 21 days before the first AGM. A copy of this calculation shall always be kept by the Owners Association and shall be made available again to any owner upon request.

$$X_i = [(Unit\ Internal\ Areas + Unit\ Covered\ Verandas) \times a] + [(Unit\ Uncovered\ Areas) \times b]$$

Y = Total Sum of X<sub>i</sub> for all Apartment Units

$$V = \frac{X_i}{Y} \times 1000$$

i: Apartment Unit

V: Votes for Each Apartment Unit

a=1

b=0.1