

28/03/2024

## Regulations for the Regulation and Management of Jointly Owned Buildings

### SEA VIEW VALLEY REGULATIONS

#### INTRODUCTION

These regulations have been established, in accordance with the The Immovable Property Law, Cap 224 of Cyprus,<sup>1</sup> to promote a safe, peaceful, and enjoyable living environment for all residents of Sea View Valley. We kindly request that all apartment owners, residents, and guests adhere to these guidelines in the spirit of fostering a cooperative and pleasant community.

#### PART I – DEFINITIONS

**The Law:** The Immovable Property (Tenure, Registration And Valuation) Law Cap 224 and its amendments. In these Regulations – 'Law' means Part IIA of the Immovable Property (Tenure, Registration, and Valuation) Law Cap.224 or any Law amending or replacing it and includes the Regulations made under any of its provisions.

Unless the context otherwise requires, words or phrases included in these Regulations have the meaning ascribed thereto by the Law.

- a) **Jointly Owned Building:** A property consisting of multiple units, owned collectively by multiple individuals or entities, typically governed by a Management Committee. When a building consists of at least five units, even if the building with all its units belongs by ownership to a single owner it constitutes a building under joint ownership and shall be registered as such.
- b) **Unit Owner:** An individual or entity holding legal ownership of a specific unit within a jointly owned building, entitled to exclusive use and possession of that unit. The contract of sale and purchase of the unit is registered.
- c) **Area of a Unit:** The area of a unit consists of the covered area surrounded by the outer walls of the unit and the covered and uncovered verandas and the covered and uncovered balconies of the unit are included therein. Where common walls exist between units or between a unit and a jointly owned property, the area of these walls shall be distributed equally among the units which have common boundaries or between the unit and the jointly owned property. The area of the unit must be written on the certificate of registration of the unit. <sup>2</sup>

<sup>1</sup> The Immovable Property (Tenure, Registration, and Valuation) (Amendment) Law (Cap.224)(38R)

– at the date of these Regulations it is noted that The Management of Shared Buildings and Related Matters Law of 2022 is under review for acceptance.

<sup>2</sup> The Immovable Property (Tenure, Registration, and Valuation) (Amendment) Law (Cap.224) (38H)

- d) **Common Areas:** Spaces within the jointly owned building that are not designated as individual units or for exclusive use of a specific unit, accessible and for the shared use of all unit owners, residents, or occupants. These may include but are not limited to hallways, lobbies, elevators, stairwells, undesignated parking lots, and recreational facilities i.e. the swimming pool and the gym.
- e) **Communal Expenses:** Costs incurred for the maintenance, repair, restoration, operation, and management of the jointly owned building, including but not limited to utilities, insurance, landscaping, maintenance of common areas, and reserve funds for future capital expenditures. 'If any owner omits or neglects to comply with the requirements of this section, the Management Committee may proceed with any act and expense which is reasonably necessary for this purpose and may recover by legal action the sum owed by the non-conforming owner in accordance with the provisions of this Law.'<sup>3</sup>
- f) **Regulations:** Rules and regulations drafted by the Management Committee in accordance with Sections 38R to 38CC of the Law of the jointly owned building, outlining rights, responsibilities, and restrictions for unit owners, residents, and occupants. The Regulations 'provide for the control, operation, management, administration, use and enjoyment of the jointly owned property and shall regulate the relations between the owners of the units and their rights and obligations in relation to the jointly owned building and joint ownership.' These Regulations are filed and registered at the Land Registry or the appropriate governing body under the Streets and Buildings Regulation Law or any Regulations made or other administrative acts done by virtue thereof and become legally binding upon doing so.<sup>4</sup>
- g) **Amendments:** The regulations of a jointly owned building may be amended, revised, replaced, or repealed, by a decision of at least seventy-five per cent (75%) of apartment owners. Said amendments will be put in writing and filed accordingly with the Land Registry or the appropriate governing body under the Streets and Buildings Regulation Law or any Regulations made, or other administrative acts done by virtue thereof.
- h) **Management Committee:** A group of individual owners elected or appointed to oversee the administration, operation, and decision-making processes of the jointly owned building, responsible for enforcing regulations, managing finances, and representing the interests of unit owners.
- i) **Reserve or Sink Fund:** A designated pool of funds set aside for major repairs, replacements, or unexpected expenses related to the jointly owned building's common elements, ensuring financial stability and sustainability over the long term.
- j) **Parking:** The designated parking space as indicated in the contract of sale of every unit owner and which has been registered. These parkings are not part of the communal areas and belong exclusively to the unit owner.
- k) **Storage:** Designated storage room as indicated in the contract of sale of every unit owner and which has been registered.
- l) **Meeting of Owners:** Scheduled gatherings of unit owners to discuss matters pertaining to the jointly owned building, including but not limited to budget approvals, election of committee members, amendments to the Regulations, and major decisions affecting the community. Non paying owners can be sued for outstanding fees and they lose their right to vote at the AGM of the owners.
- m) **Insurance Coverage:** Policies obtained to protect the jointly owned building, common elements against various risks, including property damage, fire, smoke, storms, floods, lightning and earthquakes liability claims.
- n) **Alteration Approval Process:** Communications protocol for obtaining permission from the Management Committee or governing body before making structural changes, renovations, or modifications to individual units or common areas, ensuring compliance with building codes, architectural standards, and community aesthetics.
- o) **Enforcement Measures:** Actions taken by the Management Committee or governing body to uphold regulations, address violations, and maintain order within the jointly owned building, including warnings, fines, mediation, and legal remedies as necessary.

<sup>3</sup> The Immovable Property (Tenure, Registration, and Valuation) (Amendment) Law (Cap.224) (38K)

<sup>4</sup> The Immovable Property (Tenure, Registration, and Valuation) (Amendment) Law (Cap.224) (38R and S)

- at the date of these Regulations it is noted that The Management of Shared Buildings and Related Matters Law of 2022 is under review for acceptance.

## **PART II - Community - Jointly Owned:**

The Sea View Valley Complex is situated at Glafkos Kleridi Avenue, 41, Oroklini 7040, Larnaca, Cyprus. It is a complex of both permanent and holiday residences with communal green areas, facilities of technical infrastructure and parking spaces.

There are a total 100 residences. The construction includes one parking space for each residency.

Green areas and gardens are planned to be created and their status is analyzed in specific articles of this Regulation.

When a building consists of at least five units, even if the building with all its units belongs by ownership to a single owner it constitutes a building under joint ownership and shall be registered as such. The communal areas are the areas that do not belong to any unit owner but are the areas and facilities used by all owners.

These are:

- Hallways
- Elevators
- Stairwells
- Undesignated parking spaces
- Recreational facilities i.e. the swimming pool and the gym
- Gardening and maintenance
- Water in communal taps
- Electricity in communal facilities
- Sewage cleaning
- Plumbing
- Communal insurance
- Roof insulation and maintenance
- Painting

It is in the interests of ALL owners and managing agents to ensure that the communal fees are paid on time to facilitate the qualitative maintenance of the communal facilities for the well-being of the community and to avoid negative market value of the units in the complex. Communal property relates to the shared facilities of the jointly owned building, for which the Management Committee is responsible.

## **PART III – TABLE A and B**

1. The proportion of the jointly owned property belonging to each unit, as provided by section 38I of the Law, and the percentage of votes each owner is entitled to at the voting provided by Regulation 25 shall be set out in a Table in accordance with the form of Table A which is attached to these Regulations.

2. The share of each owner in the expenses for the maintenance etc. of the jointly owned property, as provided by section 38K of this Law, shall be set out in a Table in accordance with the form of Table B which is attached to these Regulations.

## PART IV - COMMUNITY GUIDELINES:

1. General conduct
2. Communal fees
3. Access to your units
4. Security
5. Common areas
6. Repairs and maintenance
7. Disposal of household items
8. Recycling
9. Sewer system
10. Meetings
11. Resident information form
12. Car park
13. Visitors parking
14. Noise
15. Gym and swimming pool
  - Gym policies
  - Swimming pool policies
16. Notice boards
17. Fire prevention
18. Barbeques
19. Pets
20. Balconies and courtyard
21. Sale of apartment
22. Up to date information

One of the main objectives of our committee is to help protect every unit owner's property investment. One way is to ensure that all unit owners maintain a particular aesthetic to the external views of their property to ensure that the value of any property for resale or rent is not damaged by unsightly views in respect of unauthorized alterations and / or balcony enclosures. As unit owners we all have a shared investment with our neighbors' and what each one does to the exterior of their property affects the value of their neighbors' property.<sup>5</sup>

If the Committee deems any property presenting as affecting the value of neighboring properties due to changing the exterior wall colours, unsightly balcony enclosures or affecting a neighbors' enjoyment of their own property the Committee has the right to act against said owner to restore the property to its original state via a lawyer or a court injunction. Alterations to the building exterior is prohibited unless you have written authorization from the Committee by way of an alteration approval process.<sup>6</sup>

### **1. General Conduct:**

- a. All residents and guests must conduct themselves with respect for others and the property. Any interference with another person's moveable property is deemed an unlawful interference.<sup>7</sup>
- b. Disruptive behavior, including excessive noise and disturbances from persons and pets, should be avoided, especially during quiet hours during the day and typically after 10pm to 7:00 am. Failure to do so will result in a report being made to the police and the municipality.

<sup>5</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38T (7 AND 8))

<sup>6</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38T (7 AND 8))

<sup>7</sup> Article 44 of Civil Law Chapter 148

c. All common areas and facilities should be used respectfully and left in a clean and tidy condition after use. No noise in any of the common areas.

**2. Communal fees: Every apartment owner is required, by law, to pay communal fees. These fees are used to pay for the management, insurance, maintenance, operation, and repair of the 'jointly owned buildings' by its Management Committee.<sup>8</sup>**

Communal fees also cover the costs for our common facilities such as swimming pool and the gym as they are available for use by all owners / residents of the complex. Failure to pay communal fees is subject to legal proceedings in which the Court will also order interest on the outstanding balances.

It is in the interests of all apartment owners to ensure that the common areas and shared facilities are well maintained and kept in a good state to prevent them from looking run-down and to prevent all apartment units from falling in value. In case the owner refuses to pay any sum which he owes by virtue of section 38K, 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.<sup>9</sup>

If an apartment owner has a payment arrears of more than three months without a written payment arrangement having been agreed with the Committee, access to the swimming pool and gym may be denied and the Committee may recover outstanding fees through legal action.<sup>10</sup>

### **3. Access to your unit - entry doors:**

All entry doors to the blocks must be always securely closed. Leaving the door wedged open with a stone or any other obstruction is in violation of our safety rules. This gives easy access to burglaries into any of the apartments. If any resident does not have a key to the entrance door, they should contact the Committee for a replacement key which will be given at a cost if you have lost your original key.

We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 112 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates.

You will be held responsible for the actions of any persons to whom you provide access to the community.

**4. Security:** Please ensure that your property is secured as any theft or burglary, or security is not on the onus of the SVV Committee.

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<sup>8</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38K (1))

<sup>9</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38T (13 (2)))

<sup>10</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38K (2))

**5. Common areas:** All the common hallway areas must always be kept clean and uncluttered. You cannot use the common areas for storage purposes. You cannot hang any signs or notices without our prior approval. You cannot throw objects from patios, balconies or windows. <sup>11</sup>

- a. You cannot hang, shake, brush, clean or beat carpets, pillows or other household items or clothing from any balcony verandah, roof, fence, stairway, door or window of any unit or from any part of the jointly owned property.
- b. Bicycles and other personal property cannot be parked or left outside an apartment, except on private patios, balconies.
- c. You may not block or use as storage any stairwells, hallways, or other fire escape routes with bicycles or other items.
- d. Any items which we find stored in the hallways or stairwells will be removed if after a warning that has been posted in the area notifying you to remove the objects within a maximum of seven days is not adhered to, and you will have no financial claim over your property which is removed as you will be in violation of these regulations.
- e. For your safety, team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted to be played in the parking areas and pool areas.
- f. Use of the common areas of the community, including but not limited to, the pool & fitness center, is for you and other residents and their guests. If you have any guests using these facilities, you are responsible that your guests always follow the pool and fitness center rules. If you or your guests use any of the facilities, all of you must comply with the guidelines which are posted at each area. If any person using the facilities is under 18 years of age, that person should be accompanied by an adult.
- g. Anyone found to be trespassing will be asked to leave immediately and / or reported to the police.

**6. Repairs and maintenance:** Residents are responsible for promptly reporting any maintenance or repair issues to the management or committee.

Unauthorized maintenance or repairs within individual units may affect the building's structural integrity and are strictly prohibited. The SVV Committee supports owners who want to improve and repair their dwellings, but there are requirements that need to be followed as part of living in SVV. Any repairs or adjustments on any roofs are only allowed after written authorization of the SVV Committee. Leaking individual water tanks are to be repaired immediately. In case an apartment owner does not repair a leaking water tank within 7 days after the notice from the Committee, the water to the apartment will be closed. In case the Committee needs to have the leaking water tank repaired, all expenses involved must be paid by the apartment owner.

Any repairs you need may involve checking potential impacts on common property and issues around water proofing. Should you have any plumbing, electrical or structural damages / repairs please consult with the committee **FIRST** regarding repairs before undertaking any of your own people. Should you not do so, and your own workers cause any damages which affect the common areas of the complex or other residents plumbing or electrics, then the Committee will bring in the appropriate repair / maintenance people to repair any such damages and all expenses involved will be borne by the apartment owner. For advice and assistance with getting approval please contact the committee on [committee@seaviewvalley.com](mailto:committee@seaviewvalley.com)

**7. Disposal of Household Items:** Dumping of furniture etc on the street/nature strip is illegal and the Oroklini Council will impose fines. The council picks up the rubbish twice weekly from the rubbish collection site which is situated on the side of the A Block on the back road towards Pyla. Please make sure that your rubbish is disposed of in the correct way, and your bin bag is securely closed and placed **into** the green container properly and make sure the lid of the container is closed after you do so.

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<sup>11</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38K)

**PLEASE DO NOT LEAVE YOUR RUBBISH BAGS ON THE GROUND.** All trash must be in bags and securely tied. Bags must be placed inside the container. No loose trash will be collected. All boxes must be broken down and flattened.

**We have installed a camera to monitor the disposal areas since not all residents of the complex comply with the regulations.** Failure to comply will result in consequences as all camera footage of the perpetrators will be handed over to the Council and /or the Police for their appropriate action against the perpetrators.

**8. Recycling:** Please note recycling should also be disposed of as per the guidelines of the Oroklini council – the recycling should be placed out every Monday evening for collection early Tuesday morning. **DO NOT PUT RECYCLING IN THE GREEN BINS.** Until we have been provided with a blue bin from the council your recycling should be disposed of as per the Oroklini guidelines and neatly placed in the recycling area to the side of the small gate on Monday evening. **PLEASE DO NOT PLACE GLASS** in any of the disposal bins. There are bins for glass situated at different places within Oroklini. If you do not know where these are you can contact the Oroklini Council directly or enquire with the Committee. Please look out for notices.

If any resident misses the recycling service on Tuesdays, it is their responsibility to bring their recycling to the designated compactor or recycling disposal area or keep their recycling inside his or her apartment until the next collection evening. Recycling should **NOT** be left out for any reason during non-designated times. Residents who do not comply with these regulations will receive a warning. If, after the first warning the resident is again in violation, the resident will be reported to the Council and if needed to the police as well.

**9. Sewer system** – it is forbidden to throw any solid or other objects into the sink, lavatory, bidet, shower bathtub which may close the ducts or pipes. If it is determined that you have caused blockage by disposal as aforementioned then you will be liable for all expenses to unblock and repair the sewer system.

**10. Meetings:** All apartment owners will be informed by e-mail about the SVV Committee’s membership, the Annual General Meetings. Next to that, the Committee will inform all apartment owners and residents about important news and regulations regarding the Sea View Valley Complex. This will be achieved through notices on the notice board of the foyer of each block in the complex, emails, updates to SVV website, Face Book Groups and formal and informal meetings. For this reason, it is imperative that we have up to date information of every apartment owner and tenant within the complex. The Face Book Groups are only accessible to apartment owners and or residents who have completed the resident information form.

**11. Resident Information Form:** An information form is sent out to all apartment owners and / or residents, to be completed and sent back to the Committee by email at [committee@seaviewvalley.com](mailto:committee@seaviewvalley.com) or put a hard copy in the designated Committee postal box.

It is important and required by law, for SVV Committee to be able to keep an up-dated database of information on all owners and tenants within the complex, to minimize any sort of liability, potential loss and/or to verify background information. Should there be any changes regarding the residents of your apartment then we will also require a resident / tenant information update form duly signed and sent to the SVV Committee or for the Committee to be informed of said changes via email to - [committee@seaviewvalley.com](mailto:committee@seaviewvalley.com)

New apartment owners and/ or residents will receive access for the pool and the fitness center, after completion of the information form and after any outstanding maintenance fees of the apartment have been paid. Every potential new owner of an apartment in Sea View Valley must make sure that, before concluding their purchase agreement for buying an apartment in Sea View Valley, all maintenance fees have been paid by the owner. Several owners are selling their apartments without settling their outstanding communal fees. Any debt is passed on to the new owner.



**12. Car Park:** Please note that there is ONE parking space allocated per apartment. Parking is prohibited anywhere other than the allocated parking spaces throughout the complex. No loitering in the parking areas.

**13. Visitor Parking:** Please note that visitors should not park in any of the parking allocated to the residents; visitors should park by the **free** parking near the swimming pool or outside the complex. If you are unsure where these free parking spaces are please contact the committee for clarification.

**Parking Rules:**

**1. It constitutes a violation of these Guidelines if a vehicle is parked in an unauthorized fashion. A vehicle will be deemed to be parked in an unauthorized fashion if it is:**

- **parked, stored, or situated anywhere within the Premises, except in an area or space specifically designed for parking by the designated resident.**
- **in an inoperable condition, whether or not parked in a designated parking space.**
- **parked in a parking space assigned to another resident, without the consent of the Resident.**
- **parked in such a manner as to occupy more than one marked parking space.**

**WARNING: Violation of the above rules can lead to a report to the police.**

**Vehicles in use at or around the Premises may not exceed a speed of fifteen (15) kilometers per hour. Failure to comply with this resulting in an accident of any sort will result in a police report.**

**14. Noise:**<sup>12</sup> This is a quiet community, and we ask that you are always mindful and respectful of the other residents and to keep the noise down. Noise after **10pm** is not permitted and police will be called on site for any late-night disturbances by people and / or dogs.

- a. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, CD players, television sets, amplifiers and other instruments or devices cannot be used or played in such a manner as may constitute a nuisance or disturbs other residents. Violation of these rules will lead to a report to the police.
- b. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
- c. Any general noise disturbances, (i.e. noise from pool music, parties, machinery, etc.) should be reported to the police.
- d. We have the right to exclude guests or others who, in our sole judgment, have been in violation of the law, violation of the Lease or any rules or policies of the community, or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.

**15. Gym and Swimming Pool:** Access To the swimming pool and the gym: One card per apartment is allocated for access to the swimming pool and the gym and this access is **STRICTLY for residents ONLY**. If you lose or damage your access card please email the committee for a replacement card, which you will be required to pay for - A FEE IN THE MINIMUM AMOUNT OF € 30.00. If you lose your card for the second time you will be charged €50,00 for a second replacement card.<sup>13</sup>

It is forbidden for residents / tenants to loan their cards to other tenants who do not have a card as they may be restricted to access for non-payment of communal fees. Anyone without a card must contact the committee at [committee@seaviewvalley.com](mailto:committee@seaviewvalley.com).

<sup>12</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38K)

<sup>13</sup> Access systems may change from time to time and the penalties will apply accordingly.



Please immediately report to the Committee any malfunction or damage to gates, fencing, locks or related equipment. If any of the gates, doors or locks are damaged by you or your family, guest, tenant or invitee through negligence or misuse, you are liable for the damages and collection of damage amounts will be pursued.

There are rules for the swimming pool and the fitness center which must be always adhered to. Failure to comply with the regulations will result in your card being blocked for access. NONE of the gym equipment is to be removed from the gym. Any theft will be reported to the police.

#### **GYM POLICIES:**

- a. Persons using the Fitness Center do so at their own risk. We assume no responsibility for accident or injury.
- b. If you believe any equipment is malfunctioning, please notify the committee immediately.
- c. Persons under the age of 18 should have adult supervision. <sup>14</sup>
- d. Rubber sole shoes required on equipment. No hard sole shoes.
- e. No animals allowed.
- f. No food allowed.
- g. Drinks are permitted if carried in plastic containers. No glass containers. Please properly dispose of all drinking containers. And please leave the gym clean and tidy after use.
- h. No radios permitted without the use of headphones.
- i. Guests must be accompanied by a resident. We reserve the right to limit the number of guests.
- j. Any person, who is in our sole judgment, under the influence of alcohol or other drugs, may be excluded from the fitness center.
- k. We are not responsible for items which are lost, damaged or stolen.
- l. No Smoking.
- m. We reserve the right to restrict the use of this facility.
- n. Do not use equipment if you are taking any medication that causes drowsiness.
- o. Use the equipment only in the manner intended by the manufacturer. Improper use of equipment may cause serious injury or death. And if you cause damage to the equipment due to your improper use, you will be billed for the repairs.

#### **POOL POLICIES:**

- a. The Pool hours are: 7:00 a.m. – 9:00 p.m
- b. Persons under the age of 18 should have adult supervision.
- c. Persons using the pool do so at their own risk. We assume no responsibility for accident or injury.
- d. No animals allowed.
- e. Anyone with a communicable disease capable of infecting others is prohibited from pool.
- f. No loud music.
- g. No glass containers.
- h. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
- i. Guests must be accompanied by a resident. We reserve the right to limit the number of guests at a time.
- j. No running, horseplay, fighting, dangerous conduct or noise which disturbs others.
- k. Diving is not permitted at any time.
- l. We are not responsible for lost, damaged or stolen items.
- m. Proper swim wear is to be worn.
- n. No drunkenness or profanity. Any person who is, in our sole judgment, under the influence of alcohol or other drugs may be excluded from the pool area.
- o. No jumping or diving into pool.
- p. We reserve the right to restrict the use of this facility.

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<sup>14</sup> According to the United Nations Convention on the Rights of the Child, a child is defined in Article 1 as any person under the age of 18.

## Warnings:

- NO DIVING
- NO LIFEGUARD ON DUTY
- PERSONS UNDER THE AGE OF 18 MUST HAVE ADULT SUPERVISION
- Call 112 in case of emergency.

**16. Notice boards:** There are notice boards in the foyers of every block which provide information on the complex. We urge you to check the notice board regularly.

**17. Fire Prevention:** We have a fully up to date fire prevention system and alarms in every block. These are checked yearly. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.

**18. Barbeques:** In line with safety guidelines barbecue usage is strictly prohibited in all common areas of the complex such as courtyards, pool areas, parking lots as well as balconies. Since none of the balconies in the complex have an overhead automatic fire sprinkler system, it is forbidden to have a BBQ on balconies. Exception to this are the top floor apartment roof terraces but it is a legal requirement for all roof-terrace owners / residents to have a fire extinguisher fitted on their roof terrace and that their BBQ does not cause a nuisance to any of the neighbors. Since the complex comprises of shared building blocks all tenants should not contravene the Laws governing shared buildings which includes annoyance such as a neighbour forced to close their windows because of the emission of dangerous fumes from charcoal, etc and / or other fumes from their neighbouring residents. The purpose of this prohibition is to ensure the safety, comfort, and well-being of all residents and to prevent potential fire hazards and disturbances.

**19. Pets:** A domestic animal may not cause any disturbance or contravene any Law or Regulation in force. If you have a dog, please be mindful of ALL residents within the complex and ensure that your dog does not cause any disturbance. Please ensure that there are no dog faeces on the common areas of the complex and if you walk your dog, it is your responsibility to ensure that any faeces / urine is cleaned up by you immediately. Failure to do so will result in you paying for the expenses for the cleaning of said mess. It is required by law that your dog is microchipped and registered with the local council. And when walking your dog, it must always be on a leash.

Please also keep your pet inside your property when you are not at home and most importantly make sure that your dog does not disturb or endanger other residents. The committee has been receiving increased complaints about excessive dog barking at all times of the day and night.

**20. Balconies and Courtyard: Balcony Usage:** Residents are strictly prohibited from hanging, brushing, beating clothing, linens, or any household items over balcony railings. Balconies should be kept clear of any obstructions that may affect the aesthetic appeal of the building. No owner or occupier shall, without the prior consent of the Management Committee and in contravention of the provisions of any relevant Law (or) Regulations, (a) post up, expose, or place any object or clothing from a balcony, verandah, roof, fence, door or window or from any other external part of the jointly owned building or (from) any part of the jointly owned building in such a manner as to be visible from outside; (b) alter the colour of the windows, doors, balconies, verandas, fences or external walls of the jointly owned building and in general of any structure on an external wall, surface or part of the jointly owned building; (c) post up, place or allow the posting up or placing of any billboard, poster, advertisement, announcement, neon sign or notice of any kind on any external part of the jointly owned building or on the roof of any window or other part of the jointly owned building in such a manner as to visible from outside. Violation of this clause may result in warnings or other appropriate actions as deemed necessary by the management committee. <sup>15</sup>

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<sup>15</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38)

We have great outdoor areas and encourage all to be mindful when entertaining and with daily activities. Given the close proximity to other occupants' bedrooms and living areas, we ask all to remember that your noise carries easily in to other people's homes. **Please also keep these areas presentable.** We are proud to have a respectful community.

**20. Sale of apartment and / or change in use:** In accordance with the legislation, every owner is obliged to notify immediately the Management Committee of any change in the ownership, possession, or use of its unit and to settle any liability for common expenses.<sup>16</sup>

**21. Up to date information of our community:** All apartment owners can join the Facebook forum – Sea View Valley Owners on: <https://www.facebook.com/groups/1046451279507999>. All news and updates pertaining to apartment owners will be posted on this forum.

All residents can join the Facebook forum – Sea View Valley Residents Group on: <https://www.facebook.com/groups/1259574427840448>. This forum will have general news and information concerning all residents of Sea View Valley.

We also have a web page where we will add news items, etc in due course. [www.seaviewvalley.com](http://www.seaviewvalley.com)

## **PART V – GENERAL MEETING OF OWNERS**

1. The first general meeting of the owners shall be convened within three months from the date of registration of the jointly owned building in the Land Register.
2. Every subsequent general meeting of the owners shall be convened once a year, provided that the period of time between the date of an annual general meeting and the next one may not exceed fourteen months.
3. Every general meeting, apart from the annual general meeting, shall be called an extraordinary general meeting.
4. The Management Committee may, whenever it considers expedient, and has the obligation to convene an extraordinary general meeting, following a written application by the owners of at least twenty-five (25%) of the jointly owned property, as is prescribed by section 8 of the Law and as is shown on Table A which is attached to these Regulations. If the Management Committee does not convene a meeting within fourteen days from the day the application was submitted to it, the owners of the units who submitted the application may convene the meeting.
5. (a) For every general meeting seven days' notice must be given which shall prescribe the place, date and time of the meeting and, in case of special business, its nature. In case there is an accidental omission to give such notice to any owner or in case any owner does not receive such notice, no proceeding at such meeting shall be rendered void.  
(b) A notice posted at a conspicuous place at the jointly owned building shall be considered as having been given to every owner of a unit one day after its posting.
6. Apart from the study of the accounts and the election of the members of the Management Committee by the annual general meeting, every business taking place at an annual general meeting or at any extraordinary general meeting is considered as special.
7. Unless otherwise provided by this Law or the Regulations, no business shall take place at any general meeting if there is no quorum of the persons who are entitled to vote at the time when the meetings deal with the business. There is quorum if there are present, in person or by proxy, fifty per cent (50%) of the owners of the jointly owned property as shown in section 38I of the Law and in Table A which is attached to these Regulations.
8. If there is no quorum half an hour after the time set for the general meeting, the meeting is postponed for the same day the following week, at the same place and time. If (there) is also no quorum at this

<sup>16</sup> The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law (Cap.224) (38T (9))

general meeting half an hour after the time set for the general meeting, the persons who are present and entitled to vote constitute a quorum.

9. At the beginning of the general meeting the President and the Secretary of the meeting must be elected.
10. The decisions of the general meeting must be taken by raising of hands, unless any owner present in person or by proxy demands that voting be held. If the holding of a voting is not demanded, a statement of the President that a decision was taken by raising of hands, shall constitute irrefutable evidence of this, without proof of the number or percentage of votes cast for or against the decision. The demand for the holding of a voting may be revoked.
11. If the holding of a voting is demanded, this shall take place in a manner which the President considers right, and the result of the voting shall constitute the decision of the meeting.
12. In case of equality of votes, by voting or by raising of hands, the President of the meeting shall have a second or casting vote.
13. In case the decision is taken by raising of hands, each owner shall have one vote: if the decision is taken by voting, each owner shall have a number of votes which corresponds to the share in the joint ownership which belongs to his unit, as is provided by section 38I of the Law and as is shown in Table A which is attached to these Regulations.
14. The votes may be given in person or by proxy, irrespective of whether the decision is taken by raising of hands or by voting.
15. The appointment of a proxy must be made by a document signed by the person who appoints the proxy or by his representative. The proxy may be general or appointed for a specific meeting and does not have to be any owner.
16. If the owner of a unit is a legal person, it may participate in the meeting and vote by proxy appointed in accordance with the provisions governing the legal person.
17. When the unit belongs to more than one owner, the co-owners may, by a document signed by all the co-owners or their representatives, appoint one of them or any other person as proxy for all general meetings or for a specific general meeting.
18. Except where a unanimous decision is required by or under this Law, no owner is entitled to vote at any general meeting, unless all payable contributions in relation to his unit have been paid.
19. If the owner is a trustee, he shall exercise the right to vote in relation to his unit while the beneficiaries of the trust will be excluded, and these beneficiaries shall have no right to vote.
20. Decisions at the general meeting are taken by majority of votes of the persons present and entitled to vote, unless a larger or special majority is prescribed by the Law or these Regulations. When a special majority is prescribed by the Law or these Regulations in relation to any matter, no decision in relation to this matter is valid, unless taken by the majority prescribed.
21. A decision imposing on any owner obligations or payments of any kind or extent which are not provided by the Law or these Regulations or which alters his rights, is not applicable in relation to this owner, unless he consents to it.
22. The secretary of the general meeting has the obligation to keep minutes of the proceedings in an appropriate manner.

## **PART VI – MANAGEMENT COMMITTEE**

1. At the first general meeting the owners specify the number of persons who shall constitute the Management Committee, which may not exceed five, and elect the person or persons who constitute the Committee.
2. If the members of the Management Committee are more than one, a treasurer is elected. If the members do not exceed two, they must be owners of units.
3. If a temporary Management Committee has been appointed by virtue of section 38V of the Law, its term of office shall end on of the date the first general meeting.

4. A general meeting may alter the number of members of the Management Committee which has been specified by virtue of these Regulations or complete it by election of new members, if for any reason the number of its members has been reduced:
  - Provided that, if the number of members of the Management Committee is reduced below the number specified in accordance with these Regulations, the rest of the members of the Management Committee are obliged to convene an extraordinary general meeting within ten days for the election of new members.
5. The term of office of the Management Committee, including the term of office of the members who have been elected by virtue of Regulation 38, continues until the election of the new Management Committee at the following ordinary general meeting:
  - Provided that the owners, by decision taken at a general meeting, may at any time end the term of office of any member of the Management Committee and replace him by another person.
6. The members of the Management Committee may be re-elected.
7. The members of the Management Committee, if they exceed two, elect one of their number as President. If the members of the Management Committee exceed two, the decisions are taken by majority. If the number of votes in favour of a specific proposal are equal to the number of votes against, the decision is considered to have been rejected.
8. The Management Committee exercises all the powers and carries out all duties prescribed by the Law or these Regulations and any other powers or duties entrusted to or imposed upon it by the owners at a general meeting.
9. The Management Committee may employ persons or representatives and pay to them a reasonable remuneration, as it considers necessary.
10. The Management Committee keeps statements of income and expenditure and submits them for approval to the ordinary general meeting together with all the relevant receipts and documents.
11. Every owner may at a reasonable time inspect the income and expenditure statements and the relevant receipts and data.
12. The financial year in relation to a jointly owned building begins on the first day of January and ends on the thirty first day of December of each year:
  - Provided the financial year begins on the date of registration of the jointly- owned building in the Land Register and ends on the thirtieth day of December of the same year.
  - Provided further that, if the date of registration of the jointly owned building in the Land Register is after the 30<sup>th</sup> June, the first financial year ends on the thirty- first day of December of the year following the year of registration.