

## APOLLO HEIGHTS GENERAL AGREEMENT

### INTERPRETATION

In the present document the following words have the following meaning:

**"Purchaser"** means any purchaser and/or owner of any unit of any part of the said Building and/or the said Building Complex and any successor in title thereto howsoever such title is acquired.

**"Vendors"** means the vendors as in the sales agreement signed to-day to which the present document is attached and forms an inseparable part thereof.

**"Property"** means a maisonette or flat in the said Building Complex and/or any other space for which a separate title exists or will be issued or which forms part of any separate title.

**"The said Building and/or Building Complex"** means the **"APOLLO HEIGHTS."** Building Complex in which the purchaser has by virtue of the above mentioned Sales Agreement purchased a property and which is erected or to be erected by the Vendors on Parcel I, which will originate from the division of Plot No.8, Sheet/Plan No. 52/58, Registration No. 7479, situated at Kouklia, Pafos, forming part of the Aphrodite Hills, Pafos.

**"Licensed Insurer"** means an insurer who, under the Insurance Companies Law, has a license to perform insurance work in the insurance branch which is specified by or under The Immovable Property (Tenure, Registration and Valuation) Law.

**"Appropriate Authority"** means the appropriate authority under The Streets and Buildings Regulations law or any regulations or other administrative acts which are issued under it.

**"Management Committee"** means the Management Committee which is provided by the articles 23 to 31 hereunder.

**"Regulations"** means the Regulations provided for in the present agreement.

**"Commonly owned property"** means every part of the commonly owned building which has not been registered as a unit.

**"Commonly owned building"** has the meaning given to this term by the article 4 hereunder.

**"Owner of a unit"** means the owner of a unit in the commonly owned building and includes in respect of the unit which is occupied under a lease which has been registered under part IV of Cap. 224 (hereinafter called "long term lease"), the long term tenant, or the long term subtenant, according to the case, unless it is provided by the tenancy agreement that the long term tenant or the long term subtenant will not be considered as the owner of the unit for the purposes of this Part.

Long term tenant or long term subtenant will be the tenant or subtenant under the lease or sublease which has been registered under Part IV as above. The term "ownership of a unit" will be interpreted accordingly.

**"Unit"** means floor or part of a floor, room, office, flat, villa or shop or any other part, or place of the commonly owned building, which can properly and conveniently be occupied and enjoyed as a complete, separate and self-sufficient unit for any purpose.

**"Limited commonly owned property"** means part of the commonly owned building which was granted under article 8 hereunder for exclusive use of one or more but not of all the units.

**"Model Regulations"** means the rules and regulations contained in the present agreement.

**"Building"** means a permanent building and includes the land on which it is built.

**"Law"** means The Immovable Property (Tenure, Registration and Valuation) Law Cap. 224 or any other Law which amends or replaces it and includes all the Regulations which are issued under any of its articles.

**"Owner"** means the owner of a unit and/or any purchaser.

**"Director"** means the Director of the Department of Lands and Surveys and includes any officer appointed by the Director for all or any of the purposes of the Law either generally or for any particular purpose.

**"Agreement"**, "this agreement", "this document", "the General Agreement", shall mean this General Agreement with possible future amendments, additions or alterations as provided for below.

In this agreement words importing the singular shall include the plural and vice versa, and the terms above shall have the respective interpretations/meanings attributed to them.

1. Each purchaser is bound for himself and for any of his successors in title, howsoever such title is acquired, either as transferee or purchaser, heir, donee, trustee or otherwise, to perform or be bound by this document perpetually towards the vendors and the other purchasers subject to what is stipulated hereunder.

Provided that:

1. Properties not sold as long as they remain in the ownership of the vendors give to the vendors the same rights and duties as if the same were owned by any other purchaser.
2. A property sold even if not fully repaid by and transferred to the Purchaser shall, provided that the agreement for the sale thereof is still valid, gives to the Purchaser thereof the same rights and duties in respect of the said property as if Purchaser were already the registered owner thereof or owner of the said unit.
2. Each purchaser, upon the transfer or acquisition in any way of his title on some part of the said building to a third person or by a third person, is bound to acquaint to such successor in title of the contents of this document and of his commitment as a purchaser and arrange for the delivery of such counter-signed copy to the Management Committee. Unless and until the purchaser complies with the above formalities, any purchaser of the property continues to be bound personally to strictly comply with the present document, even if his ownership on any part of the said building has been transferred to a third person.
3. The property sold by the vendors to the bound purchaser under a sales agreement signed to-day is sold subject to the terms of the present document as regards commonly owned or used places, parts and installations in the said building and, the necessary arrangements will be made for the registration of the property with the District Lands Office subject to the terms of the present document, but even if this is not possible, the present document is equally binding as herein stipulated, as if it were an easement with regards to the property sold.
4. Every unit of a commonly owned building will belong, be occupied and be enjoyed separately as a private ownership and will be registered as such according to the article 38/A of the Law Cap. 224 and as provided in the article 32 hereunder. For every unit a separate certificate of registration will be issued, and no other immovable property can be included in the same certificate of registration except for the share in the commonly owned property which corresponds to this unit, as provided in part IIA of the Law Cap. 224, and the limited commonly owned property which was granted exclusively to this unit, as it is provided in part IIA of the Law Cap. 224, Article 38B.
5. If the provisions of Part IIA of the Law Cap. 224, are observed, every provision of this Law or of any other Law concerning the immovable property will be put into practice, with the necessary adjustments, in the units of the commonly owned building.

6. If the provisions of Part IIA of the Law Cap. 224 are observed, the owner of every unit may make alterations, additions or repairs in his unit, provided that:
  1. They do not prejudice the rights of the owner of any other unit or interfere with its enjoyment from its owner or
  2. They do not affect in any way the commonly owned property, the normal function or enjoyment of it or
  3. They do not affect in any way the walls which support the building, the outside walls of the commonly owned building or any part of the building structure of the commonly owned building or they do not endanger in any way the security or change the outside appearance of the commonly owned building according to everything provided for in the present Regulations.
  4. Has secured the permit required by the Law and the rules of the present agreement.
7. The provisions of Part IIA of the Law Cap. 224 apply *pari passu* to buildings which are formed by more than one buildings or wings or complex of buildings on the same plot of land, even if, wholly or partly, can not be divided horizontally.
8. a. The common ownership of the building will belong, be occupied and be enjoyed by all the owners of the units in severally undivided shares, according to the proportion as provided for in article 11 hereunder, and it will belong to the units according to this proportion.

Provided that some of the commonly owned property may be granted by the vendors for exclusive use of a specific unit. In this case this part of the commonly owned property (hereinafter referred to as "limited commonly owned property") will be described specifically in the registration of the unit.

Provided further, unless it is otherwise provided for in the present Regulations, that the owners of the units may, at any moment after the registration of the commonly owned building and of its units and by the decision of the owners of the seventy five per cent (75%) at least of the commonly owned property and, as long as the Director is relatively satisfied as above, decide that a specific part of it is described as limited commonly owned property and be granted to a specific unit or units for exclusive use.

Provided further that the Director may register commonly owned property as limited commonly owned property if the refusal of an owner of a unit to accept the description of part of the commonly owned property as limited commonly owned property overpasses obviously the limits imposed by the good faith or the social or economic purpose of his right.

Provided further that no decision can be taken under the previous reservation in relation to the staircases, the roof, the foundations, the main walls which support the whole commonly owned property, the lifts, the corridors and the places or the installations which are intended to serve all or some of the owners. Any decision which breaks this provision will be void and of no effect and no registration shall be effected under it.

- b. The certificate of registration of a unit will also refer to any limited commonly owned property which was granted to this unit for exclusive use.
- c. Any sale or transaction in relation to a unit will include:
  - i. The share to the commonly owned property which belongs to the unit without express reference to this share.

- ii. Any limited commonly owned property granted exclusively to this unit for exclusive use without an express reference to this, and every sale or transaction in relation to this share to the commonly owned property or in relation to the limited commonly owned property or any part or share to them separately of the unit will be void.
  - d. If the provisions of the Streets and Buildings Regulations Law are observed the owners of the units may, with the decision of the owners to whom the hundred per cent (100%) of the commonly owned property belongs, decide to reduce or enlarge the extent of the land which forms part of the commonly owned property.
9. The provisions of the Law Cap. 224 in relation to the ownership of the severally undivided shares do not apply to the commonly owned property.

Provided that nothing prevents the co-ownership of a unit or the division of its co-ownership.

- 10. a. The extent of a unit is constituted by the covered space which is enclosed by the external walls of the unit and comprises the covered and uncovered verandas and the covered and uncovered balconies of the unit. In the case of common walls between units or between walls will be divided equally between the units which are adjacent to each other or between the unit and the commonly owned property, according to each case.
  - b. The extent of the unit will be assessed originally and approximately by the Vendors and it will be written by the Appropriate Authority in the certificate of registration of the unit.
11. The share of an owner of a unit in the commonly owned property which corresponds and belongs to the unit will be specified originally and to the nearest number, and until the final registration and issue of the certificate of registration of the unit, by the Vendors and/or by the owner of the immovable property on which the commonly owned building is erected and it will be corresponding to the proportion which the value of this unit has in relation to the total value of all the units of the commonly owned building. For the assessment of the proportion of the unit, smaller fractions less than one centime are not taken into account.

Provided that the Director may specify another value than the value of the unit fixed by the vendors or the owner of the immovable property, if he deems that there is no harmony between it and the real value of the unit.

- 12. a. When commonly owned buildings are formed by separate buildings or wings or complex of buildings erected on the same plot of land, are self-sufficient and have separate entrance, then, unless it is otherwise provided in the present Regulations, the owners of the units may, with the decision of the owners of the seventy five per cent (75%) at least of the commonly owned property, decide that the commonly owned property or any part thereof, which exists in every building or wing or complex of buildings, will only belong to the units which exist in them and that every such similar building or wing or complex of buildings, and the commonly owned property forming part of them which belongs to these units will be considered as a separate commonly owned building,.

Provided that commonly owned buildings may be divided in the above way, even though some services or installations or other commonly owned property which serves them can not be divided and must remain in common ownership by all the owners. In such a case these services, installations or other commonly owned property will be considered to belong to all the units in proportion to their share in the commonly owned building according to the provisions of the Law.

- b. No decision to divide a commonly owned property under sub-paragraph (a) is valid, unless it is approved by the appropriate authority.
- c. The Director, after having been satisfied that the provisions of sub-paragraphs (a) and (b) were

followed, will make the necessary amendments of the relevant documents.

13. a. The owners of all the units will share the necessary expenses for the insurance, operation, maintenance, repairs, restoration and management of the commonly owned property and for securing the services which are prescribed by the Law and the present Regulations. The proportion of the share of each owner to the expenses is fixed by the present Regulations according to the area of every unit as provided for in article 10 above.
- b. The above Common Expenses, include but without limitation the following:-
  1. Expenses in consumption of electricity by or in respect of the commonly owned and/or used places, parts or installations.
  2. The Manager/Caretaker's salary, the salaries of the cleaners and other possible staff appointed by the Management Committee.
  3. Expenses relating to the operation, maintenance, repair, renewal, cleaning or evacuation of the Sewage System and Swimming Pool, the commonly owned and/or commonly used sewage, drainage and other installations.
  4. Expenses relating to the removal and disposal of the refuse of the whole Building Complex.
  5. Expenses relating to the installation and maintenance of boards for the electric metres and the other common services.
  6. Expenses relating to the payment of taxes, duties, fees and other charges in connection with the commonly owned and/or commonly used places, parts or installations.
  7. Expenses relating to the painting and proper maintenance of the outside and inside surfaces of the commonly owned and/or used places, parts and installations at reasonable time intervals and/or as decided occasionally by decision of 51% of the votes of all the purchasers/owners present or represented.
  8. Expenses for the maintenance of the green areas and uncovered spaces, the access and entrance roads, the private roads, pavements, the services to the said roads and pavements and generally any expenses which are or may become necessary for the maintenance, operation, cleanliness, repair or substitution of commonly owned and/or commonly used places, parts and installations, equipment etc.
  9. Any other relevant expenses which may be decided upon in a General Meeting by 51% of the votes of the purchasers/owners present or represented.
  10. Common Expenses for the maintenance and services of the areas of common use and Public areas of the whole of the Project of "APHRODITE HILLS, PAFOS", to which the said Building Complex forms part.

Provided that the expenses for the repair or cleaning of any damage to the electrical, telephone, hydraulic and sewage installations or the central heating or air-conditioning installations in a unit shall be borne by the purchaser of the respective part of the Building where such local damage occurs. Provided further that if there are commonly owned and used installations, parts and places, in a unit which also serve a purchaser or purchasers apart from the purchaser/owner of the particular unit the expenses for their repair etc. shall be common and will be borne by the purchasers proportionally, as elsewhere provided for in this Agreement. Where a purchaser omits to maintain and repair the installations of his unit or any parts or spaces for which he has an absolute ownership or use and as a consequence damage or other harm occurs to other units or to their owners or occupants then the purchaser responsible for that omission shall be obliged to pay damages to the persons who suffered such damage. Provided further that the current

expenses for consumption of electricity, water and telephone for each unit shall be borne by the respective purchaser/owner on the basis of the installed metres or the bills of the appropriate authorities.

- c. If any owner fails or omits to comply with the requirements of this article, the Management Committee may do any act or make any reasonably necessary expenses for this purpose and may recover with an action the sum owed by the owner in default according to the provisions of the Law.
14. a. The Management Committee must insure and keep always insured the commonly owned building against the risks of fire, lightning/thunderbolt and earthquake, with a licensed insurer for the sum that the Management Committee will consider that it represents the value of its replacement cost. For any other risks the insurance will be compulsory, only if this is decided by a percentage of ownership over fifty per cent (50%).
- b. The Management Committee will take out any other insurance required by any other Law apart from the Law Cap. 224.
  - c. (I) Subject to the provisions of the sales agreement the purchaser further and irrespective of (a) and (b) above agrees that the vendors are obliged to insure in their name the unit against fire howsoever caused and/or against any other risk if the circumstances so require with any licensed insurer as they may think fit and for any amount reasonably representing the real value of the insured property until the day of transfer of same in the purchaser's name.
- (II) The purchaser further agrees that all premiums in respect of the aforesaid insurance as well as his share of the premiums payable in respect of the said unit and the insurance of the common and/or commonly used spaces, shall be debited to the purchaser's account and will be paid by him direct to the vendors.

15. In case of a unit being partly or totally destroyed by any cause, the owner of this unit shall, within the absolutely necessary time and at his own expense, take measures for the reconstruction, repair or restoration of the unit to its previous condition. Priority should be given to the places which affect the undisturbed use and enjoyment of the other units or of the commonly owned property. Where the owner of a unit fails or neglects to comply with his obligations under this article, will be obliged, in addition to any other obligation or responsibility imposed on him under or by part IIA of the Law or the present Regulations, to pay damages to the other unit owners, if as a consequence of his failure or omission, the disturbance of the free, unobstructed and full use of these units or the commonly owned property is prolonged.

Provided further that if any owner of a unit or purchaser fails to comply to any of the provisions of the present Article, the Management Committee is hereby authorized and empowered to comply with same, acting on his behalf, including the compliance with his obligation to repair, and the Committee is entitled to be reimbursed for all sums paid by virtue of this Article.

16. In the case of partial destruction of commonly owned property due to any cause, the Management Committee, and as soon as the insurance money is received, will dispose same for the reconstruction, repair or restoration of the commonly owned building.
17. a. The commonly owned building will be considered as totally destroyed, when the owners of the one hundred per cent (100%) of the units of the commonly owned property decide so at a General Meeting convened and held for this purpose.
- b. In the case where a decision is taken under sub-paragraph (a), according to which the commonly owned building is considered to be totally destroyed, the owners of the units will decide, at a general meeting to be convened and held specifically for this purpose, for the measures which have to be taken. This decision must be taken unanimously.

- c. If the owners of the units do not reach an agreement under this article as to:
    - 1. Whether the commonly owned building will be considered as totally destroyed under sub-paragraph (a) or
    - 2. For the measures to be taken under sub-paragraph (b),

an application may be filed with the Court for a judgment regarding the above matters and the Court has jurisdiction to pass a judgment regarding the matters in issue.
  - d. The Court will pass a judgment that the commonly owned building is totally destroyed if it is satisfied that, after taking into account the rights and interests of the owners of the units as a whole, it is fair to consider the commonly owned building as totally destroyed.
  - e. If the Court passes a judgment that the commonly owned building is totally destroyed or if it passes a judgment regarding the measures to be taken under sub-paragraph (b), the Court may with an order impose such terms and give such instructions, including instructions for the payment of any sums of money, as it may consider proper for the just and fair apportionment of the consequences of the judgment between all the owners of the units.
  - f. If the Court passes a judgment that the commonly owned building is not totally destroyed, it may give any instructions it considers proper, including instructions for the reconstruction or restoration, partly or wholly, of the commonly owned building. In exercising the powers granted to it by the Law and by this article, the Court may issue such orders, as it will consider necessary or proper for the realization of its instructions, including orders with which:
    - i. The payment of the insurance money received by the Management Committee in relation to damages caused to the commonly owned building is ordered.
    - ii. The payment of sums of money by the owners of the units or one or some of them is ordered.
    - iii. The imposing of such terms, as the Court considers proper.
  - g. For the purposes of this article the application may be filed with the Court by the Management Committee or any owner of a unit or any other person who has a registered encumbrance or right thereon.
  - h. In the case of an application been submitted to the Court under this article, every licensed insurer who made an insurance regarding the commonly owned building has the right to appear before the Court.
  - l. The Court may amend any order issued under this article.
  - j. In the case of an application being filed under this article, the Court may issue an order for the payment of the costs, as it will consider proper.
18. The decision for the sale of the commonly owned building may be taken by the owners of the one hundred per cent (100%) of the commonly owned property.
19. In the case of the total destruction of the commonly owned building, as provided in article 17 above, or in the case of sale of the commonly owned building, as provided in article 18 above or compulsory acquisition, the respective interests of the owners of the units will be their respective shares in the commonly owned property, as provided in article 11 above.
20. The commonly owned building will be regulated and governed by the present Regulations which have been issued according to the following provisions.

1. These Regulations provide for the checking, functioning, management, administration, use and enjoyment of the units of the commonly owned property and regulate the relations between the owners of the units and their rights and obligations in connection with the commonly owned building and the commonly owned property.

The Regulations of the Present Agreement may be amended, revised, replaced or revoked by the decision of at least of the owners of the seventy five per cent (75%) of the commonly owned property, unless a different percentage proportion is otherwise provided for elsewhere in this agreement in connection with any specific matter or issue.

Provided that these regulations have been drawn up in accordance with the provisions of the Law Cap. 224.

2. No Regulation and no amendment, revision, replacement or revocation of any Regulation can have such an effect so as to:
  1. Forbid or limit the transfer of the units by succession or any other transfer, lease, mortgage or any other transaction regarding these acts or to delete or amend any other easement or right created under or which is the result of the Law Cap. 224 or any other Law.
  2. Terminate, change or abolish the rights of any owner of a unit.
  3. Impose on any owner of a unit an obligation or responsibility or a payment the nature or extent of which is not fixed by or under Part IIA of the Law Cap. 224 or the present Regulations, unless this is done with the consent of the owner of the unit.
  4. Fix a certain part of the commonly owned property as limited commonly owned property and to grant it exclusively to a specific unit, unless this is done according to article 8 above.
21. a. The Regulations made under the provisions of article 20 above and every amendment, revision or replacement will be registered under sub-paragraph (b) and, after this registration is made, will bind every owner of a unit and every future owner of a unit.
  - b. The registration of the Regulations or any amendment, revision or replacement of them will be effected, after the Management Committee deposits a duly certified copy with the Director and the Director shall file for this purpose a note in the register of the District Land Office.
22. If there is no registration of the Regulations under article 21 above, the present regulations will be considered registered in relation to the said commonly owned building.
23. a. The commonly owned building will have preferably and where this is possible a Three-member Management Committee for the regulation of its affairs. The Management Committee is formed and acts according to the provisions of the present regulations.
  - b. The Vendors will undertake the management of the building and the other duties and obligations which the Management Committee will have after its appointment or election until the Management Committee is appointed or elected as provided by the present regulations.
24. a. Unless otherwise provided for in the present regulations and after the registration of a commonly owned building in the Register of the District Lands Office, the Director if asked in writing by the owners of the units who applied for registration, has to appoint in writing a temporary Management Committee of the building, until the first Management Committee is formed by virtue of the present Regulations. The composition of the temporary Management Committee will correspond to the number of the owners of the units who applied for registration. If there is no such formation or composition, the Director in his discretionary power, shall appoint a Management Committee consisting of the owners of the units of the commonly owned building or,

if this is not feasible out of other persons. If the latter is the case he may fix a fee for this arrangement.

- b. A Management Committee which is appointed under sub-paragraph (a) will be considered for every purpose as a Management Committee which has been formed under the provisions of the present regulations.
  - c. The term of the Management Committee appointed by virtue of sub-paragraph (a) expires on the day which is fixed by the present regulations.
25. a. If no Management Committee has been formed under the present Regulations or if the Management Committee stopped functioning, the Director may appoint a Management Committee of the commonly owned building and the provisions of article 24 above will be applied, *pari passu*, for the appointment, the fixing of salary and its legal substance.
- b. Since the present Regulations provide for election of the Management Committee by the general meeting, the Director will not exercise the powers granted to him by sub-paragraph (a), unless he convenes a general meeting of the owners of the units for the election of a Management Committee and this meeting fails to elect a Management Committee or unless he is satisfied that under the circumstances the calling of a general meeting is not feasible.
26. The salary fixed by the Director for the Management Committee which is appointed under article 25 above will constitute an expense for the payment of which the owners of the units should contribute under article 13 above.
27. a. The Management Committee will act for and on behalf of the owners of the units, will be responsible for imposing the Regulations, will have the powers and obligations provided by or under the present Regulations and will exercise the powers and the duties provided by or under these regulations.
- b. Without prejudice to the generality of sub-paragraph (a), the Management Committee may:
    - 1. Sue and be sued in relation to any matter regarding the commonly owned property or the commonly owned building.
    - 2. Sue for and in relation to any losses or damages caused to the commonly owned property by any person, independently from the fact as to whether this person is an owner of a unit or not.
    - 3. Enter into any contracts in relation to any matter concerning the maintenance and management of the commonly owned building.
    - 4. Sue and be sued in relation to any matter regarding the application of the provisions of the Law or the Regulations issued by virtue thereof.
28. a. The Management Committee, has *inter alia* the obligation to:
  - 1. Check, function, administer and manage the commonly owned property and to perform any necessary act for the imposition of the Regulations and the control, functioning, administration and management of the commonly owned property and for the due performance and safeguard of the services provided for by or under the present Regulations.
  - 2. Keep in good condition and functioning and to maintain the commonly owned property and such other parts of the commonly owned building and of the improvements, components and annexes, as it will be entrusted to it by or under the present Regulations.
  - 3. Perform the duties imposed to it by or under the present Regulations.

4. Convene a general meeting of the owners of the units at least once a year and any other meeting provided by the present Regulations.
  5. Comply with every notice, order or other decision of any appropriate administrative body, authority or person in relation to the commonly owned property.
  6. Make any insurance provided for by or under the present Regulations.
  7. Pay insurance premiums regarding any insurance which has contracted.
  - viii. Pay the money collected from the insurance, as provided for by or under the present regulations.
  - b. For the concluding of any insurance under sub-paragraph (b) of article 14 above the Management Committee is considered to have an insurable interest in the replacement value of the commonly owned property and the making of any insurance allowed by or under the present regulations the Management Committee is considered to have an insurable interest in the insured article.
  - c. No insurance allowed by or under the present regulations and made by the Management Committee in connection with the commonly owned building is subject to an offset by any other insurance, except for an insurance allowed by or under the present Regulations in connection with the building.
29. i. The Management Committee, inter alia, has the power to:
- a. Set up and maintain a Common Fund which is in its judgment adequate and which it may use:
    - i. For the expenses of the management and for the checking, functioning, management and administration of the commonly owned property and for the payment of the insurance premiums and
    - ii. For the execution or fulfilment of any of its powers, duty or obligation.
    - iii. The accounts and the management of the above Common Fund will be the joint responsibility of the Management Committee, and any amount thereof exceeding £50,00 will be deposited with a Bank in the name of the Committee, and any amount may be withdrawn with the concurrent signature of at least two members of the Management Committee.
  - b. Fix from time to time the amounts which have to be collected for the purposes mentioned in paragraph (a) as well as the time and the method of payment of the sum which must be paid under article 13 above by every owner of a unit.
  - c. Collect the amounts fixed in this manner with the imposition of a contribution to the owners of the units under article 13 above.
  - d. Recover with an action from the owner of a unit any sum spent by the Management Committee for repairs or works done by it or at its judgment with the purpose to comply to any notice or order of the appropriate administrative body, authority or person in relation to that part of the building which includes the unit of the said owner.
  - e. i. Appoint one of its members or any other appropriate person it will choose by majority of its members as Manager/Caretaker for every relevant duty assigned.

- ii. In the case where the Manager/Caretaker appointed is not a member of the Management Committee he will be an employee entitled to be appointed for a period of five years or further periods.
  - iii. The Management Committee shall alternatively, instead of appointing a Manager/Caretaker as mentioned above, be able to entrust the management of the Building and the remaining duties the Manager/Caretaker would have had had he been appointed, to the Vendors and/or a company by virtue of a written agreement to be signed by both parties and with a five year duration with provision for its renewal for a further period or periods.
  - iv. The Management Committee or its remaining members in the case where the Manager/Caretaker shall be one of its members will be supervising the Manager/Caretaker in the execution of his duties, shall control and inspect his actions, shall give to him instructions and in case there is incompetence or negligence on the part of the Manager/Caretaker, the Management Committee, with a decision in General Meeting of at least 51% of the votes of the purchasers present or represented by proxy, shall dismiss the Manager/Caretaker and appoint someone else in his stead.
- ii. If the provisions of sub-paragraph (iii) hereunder are observed every contribution imposed as provided for in sub-paragraph (I) may be claimed and must be paid after the relevant decision is taken and the Management Committee may recover with an action the contribution from the owner of the unit at the time of the taking of the decision, as well as from the owner at the time of the bringing of the action, since both of them are responsible jointly and severally.
  - iii. The Management Committee, after an application of an owner of a unit or of any other person authorized in writing by him will certify:
    - a. The amount of the contribution of the owner of the unit.
    - b. The method of payment of the contribution and
    - c. The amount of the contribution paid by the owner of the unit.

The certification will constitute a prima facie evidence of the matters certified therein to the benefit of every person dealing with this owner.

- 30. If the general meeting of the owners of the units is not convened within the time limit according to the provisions of the present Regulations, the Director may, after the application of any owner of a unit, convene same and specify the matters of the agenda for discussion. In this case the provisions of the Regulations will be applied which regulate the general meeting as if the meeting had been convened in accordance with these provisions.
- 31. Every decision of the owners of the units which is taken according to the Regulations and which is registered in the register of decisions will bind every owner of a unit whether he was an owner of a unit at the time of the taking of the decision or whether he became an owner of a unit afterwards. Every owner of a unit may inspect the register of the decisions within a reasonable time.
- 32. (a) The registration of a commonly owned building, unit, limited commonly owned property, and commonly owned property which belongs to the units under part IIA of the Law Cap. 224 will be made, with the presentation of all the necessary documents and the observance of all the requirements provided for in part IIA of the above Law or any other Law.
  - (b) The registration of the commonly owned building in the District Lands Office Register takes place after an application is submitted by the owner of the building or the owners of the units which form same. In the case where anyone of them refuses to apply, the application is submitted by

anyone of the owners. In this case the Director has the power to conduct an investigation and register the building as a commonly owned building, if he is satisfied accordingly in this respect.

For the registration in the District Lands Register, the Director will register the commonly owned building as commonly owned building and will register every unit and the limited commonly owned property granted exclusively to this and the share in the commonly owned property which belongs to it, as provided for in part IIA of the Law Cap. 224. For this purpose the relevant provisions of the Law will apply unless otherwise and specifically provided in the present regulations in connection with any matter.

33. Commonly owned and/or used places, parts and installations in the said Building, to the extent that same exist, are the following:-

The land on which the Buildings including uncovered spaces, are built, the Sewage System and Treatment Plant, (if and when constructed), any type of decorations, the access and entrance roads to the complex, the private roads and pavements, the central telephone, electrical and cold water supply installations up to each property, the commonly used sewage and drainage system, the rain pipes and drainage and generally, all places, parts or installations which by virtue of any Law are deemed common and/or which by their nature and position affect directly or indirectly the whole structure of the Building Complex, but under no circumstances shall include the interior of any flat, villa, office or shop or covered parking or storage space.

Provided that the common ownership and/or use of the installations are subject to the express provisions set out hereinbelow.

34. To all or in respect of all the above commonly owned and/or used spaces, parts and installations as well as to all other parts of the said Building which have a direct or indirect relation with the whole harmony and appearance of the said building as a whole, no alteration, subtraction or addition can be made by any purchaser without the prior approval of 66% of the votes of all the purchasers.

Provided that no such approval may be given or is effective if as a result a purchaser may be deprived of any of his rights granted to him under this document, to any common or commonly used spaces, or installations.

35. Each property of the said Building gives to its respective owner the respective rights and obligations in respect of all matters provided by this document.

The percentage number of votes of each property which every purchaser is entitled when voting as provided in these regulations is determined approximately and is included in the attached to the present Regulations Table "A".

The share of every purchaser in the expenses for the maintenance etc. of the commonly owned property as provided for in the present regulations, is determined approximately and is included in the attached to the present Regulations Table "B".

Provided that:

- (i) If the title of any flat, villa or shop includes, a storeroom/covered or uncovered parking space or yard the above determined respective percentages in the said Tables shall be adjusted accordingly to the judgment of the Director.
- (ii) In the event of any alterations to the original drawings the aforesaid percentages shall be reviewed fairly (at a fair proportion) by decision of the Vendors.
- (iii) The final percentage numbers of votes and the share of every purchaser to the expenses will be those which will be written in the relevant separate Certificates of Registration of each unit.

36. Every owner may make alternations, additions or repairs in the interior of his unit, join adjacent units, increase the extent of his unit, after merging with it part of another adjacent unit which he also owns or to adjoin wholly or partly by means of an internal staircase one or more units he owns with one or more units which are above the other and of which he is the owner.

Provided that no alteration, addition or repair:

- (a) Will adversely affect the rights of the owner of any other unit or interfere with its enjoyment by the owner of the other unit.
- (b) Will affect in any way the commonly owned property, its smooth function or enjoyment and
- (c) Will affect in any way the walls supporting the commonly owned property and its external walls, will endanger in any way the safety of the commonly owned building and will affect its external appearance.
- (d) No extension of the building or cover of any open veranda is allowed.
- (e) Will be against the terms and conditions of the building permit and the relevant building laws and regulations.

It is further provided that no fixture, addition or installation of any elements affecting the aesthetical appearance of the outside walls of the building, on the roof or the open free space of the plot is allowed without the written approval of the Appropriate Authority.

Provided also that no part of the buildings or any other construction will interfere with the Protection Line.

37. a. As soon as an owner takes delivery from the Vendors and/or takes possession of his unit, he is obliged to pay to the Management Committee or to the Vendors, if no Management Committee has been appointed yet, the sums of money which will be fixed by virtue of the present Regulations, which will represent his share for covering the original costs of the management and administration of the commonly owned property. In addition each owner will pay to the Management Committee the total sum to be fixed by virtue of the present Regulations. Every owner will contribute towards this sum in proportion to the area of his unit, as provided for in article 13 above and as it appears in Table B attached to these Regulations. Every person who becomes at a later stage owner of a unit has the same obligation to contribute towards this sum. This sum will be used as a fixed deposit against the common expenses of the commonly owned property including the insurance of the commonly owned building according to the Law.
- b. For the purpose of covering of any sum which a purchaser will be responsible to contribute as hereinabove mentioned in case of delay, but without this meaning that a purchaser shall have a right to delay payment, each purchaser of a property shall be responsible before the delivery of the property to him by the Vendors, to pay to the Vendors for the account of the Management Committee the sum of 25 cent per month for each percentage share of his unit per thousand. Immediately after the Management Committee is elected this sum together with all other sums which will be collected by the Vendors for this purpose if not already spent shall be handed over to it and be deposited with a Bank in the name of the Management Committee which however, shall maintain the account in portions for each purchaser and shall credit him with his respective sum. The Management Committee shall be entitled to use any sum to the credit of a particular purchaser to make any payments the latter had delayed. Any sum paid by the Management Committee by virtue of the above provision shall be considered delayed contribution and shall be made up without delay by the purchaser for whom it was paid. The provisions of this contract shall be applicable by analogy also in relation to these monies.

- c. In addition, each purchaser depending on the part in the said building of which he is the owner will deposit a fixed sum in order to set up a Common Fund to cover urgent expenses. Any sum spent out of this Common Fund will be replaced proportionately as above by the purchasers, after a fifteen days notification to each of them by the Committee.
38. The Management Committee will submit to the owners a monthly or a quarterly statement showing the expenses of the previous months, their nature and whether any member of the Management Committee who is an owner of a unit, has contributed towards these expenses. These initial contributions by the owners will be used for the payment of the expenses incurred during the first and subsequent years. If these initial contributions prove to be insufficient for covering the expenses of the month or those of the quarterly period, the owners will increase respectively the above sum, after a written notice is given by the Management Committee to every owner.
39. Under the provisions of the present Regulations, every purchaser is entitled to use, as per relevant Official Permits the part in the said building owned by him for ownership or as residence or for business or for legal use to tenants or licensees, but no purchaser, owner or occupier:
1. May use any unit:
    1. For any illegal purpose.
    2. Generally for any use that may cause noise, bad smells or other nuisance or which might become harmful to the health or dangerous to the safety of the owners, leaseholders, tenants, licensees, occupants or those who use the other units or which is not appropriate according to the customs and the proper behaviour or
    3. Part of the commonly owned property in such a way so as to affect the external or esthetic appearance of the commonly owned building or the unobstructed and undisturbed use by the owners, leaseholders, tenants, licensees, occupants or those who use the other units of the commonly owned building.
  2. Will not change the originally agreed use of his unit to another use contrary to these Regulations or which is not allowed by them or without the approval of the Appropriate Authority.
  3. If his rights are observed in relation to any limited commonly owned property granted for the exclusive use of his unit he will not remove, replace or interfere in any way with any part of the commonly owned property.
40. No owner or occupier without the previous consent of the Management Committee and contrary to the provisions of any relevant Law or Regulations:
1. Will hang, expose or place any object or clothing from a balcony, veranda, roof, rail, door or window or from any other external part of the commonly owned building or from any part of the commonly owned building in such a way so as it can be seen from outside.
  2. Will abandon, place or keep any object at the main or auxiliary entrance, the staircase, the steps, the corridors, the roof, the lift or in any other part of the commonly owned property.
  3. Will carry heavy objects.
  4. Will not alter the colour of the windows, doors, balconies, verandas, rails or outside walls of the commonly owned building and generally of any structure on an outside wall, surface or part of the commonly owned building.
  5. Hang, place or allow the erection or placing for any signboard, poster, advertisement,

announcement, illuminated sign or notice of any kind in any external part of the commonly owned building or on the roof or any window or other part of the commonly owned building, so that this can be seen from outside.

Provided that the vendors or the purchasers and generally the owners, leaseholders, tenants, licensees, occupiers or those who use the units may place next to the main entrance and next to the entrance door of their unit, at a proper space prefixed by the vendors or the Management Committee, small signs with their names and occupations, the dimensions of which may be fixed by the vendors or the Management Committee. The signs/inscriptions of the shops must be in embossed letters and mainly in Greek.

6. Will occupy, store or use any objects or materials that might disturb the other owners, leaseholders, tenants, licensees or occupiers of the units or the persons who use the units or the neighbors due to the smell or smoke, dust or soot coming out of or dangerous objects or materials or do anything which might affect or terminate any fire insurance in relation to the commonly owned building or the commonly owned property or any part of them or increase the insurance premiums of this insurance.
7. Will use solid fuels for cooking food.
8. Will throw to the sink, toilet, wash-hand basin, bidet, shower or bathroom or in the sewage system any solid or useless objects or objects which might cause obstruction to the conduits or the pipes, pollute the atmosphere or from which any inflammable or dangerous gas may come out, or throw into pipes anything that might cause damage to them.
9. Will place or put useless articles or refuse elsewhere except in the refuse cans or to any other places particularly provided for this purpose.
10. Will hang, shake, brush, clean or dust carpets, cushions or other domestic objects or clothing from any balcony, veranda, roof, rail, steps, door or window of any unit or from any part of the commonly owned property.
11. Will keep any pet in any unit.

Provided that he may keep a pet which does not cause any nuisance or breaking of any Law or Regulation in force, but only upon the written consent of the Management Committee, or if it fails to give such consent, upon consent given by virtue of a decision of 51% of the votes of all the purchasers. Such consent of the Management Committee or the purchasers may be withdrawn by a decision of 51% of the votes of all the purchasers/owners .

12. Will allow the singing or playing of any musical or mechanical instrument or the use of any gramophone, radio, tape recorder, television or recording machine in such a way so as to cause nuisance to any owner, lease-holder, tenant, licensee or occupant of any other unit.
13. Will place or install tents or air conditioning units on a balcony, veranda, roof, door, window, window light, wall or other external surface of the commonly owned building or above or under them without the previous written consent of the Management Committee regarding their position, colour, size and shape.

The installation of sun-tents above the external veranda of the building shall only be allowed following a decision of 51% of the votes of all the purchasers which decision shall specify the colour and design of such sun-tents.

Provided that the said decision shall be taken only once and following such a decision any purchaser may install such sun-tents without any further decision being necessary but the purchaser intending to install tents shall be under an obligation to communicate his intention to

the Management Committee who will check as to whether there is compliance with the terms of the above decision.

14. Will erect, show, place or hang or allow the erection, show, place or hang outside its unit or to any other external part of the commonly owned building or to any part of the commonly owned building a radio or television antenna or wire or pole or any other apparatus or object.
  15. Will place or plant any plants on the balcony, veranda, roof, window, wall or other external surface of the commonly owned building with the exception of decoration plants in nice flower-pots or other suitable pots which are in harmony with the whole appearance of the commonly owned building, which have been approved by the Management Committee and do not allow the leakage of water out of them.
  16. Will pour or allow the throwing or pouring of water or other liquids from his unit into the units of the other owners or to the commonly owned property or generally outside the commonly owned building.
41. Each owner has an obligation to:
1. Allow the Management Committee and its representatives within reasonable time as soon as he receives a notice, or without notice in urgent cases, to enter his unit for inspection and for purposes of maintenance, repair or replacement of existing pipes, wires, electric wires and conduits in the unit which can be used in relation with the enjoyment of any other unit or the commonly owned property or for purposes of maintenance, repair or replacement of commonly owned property or for purposes of safeguarding the observance of the present Regulations.
  2. Perform quickly every work imposed to him by any appropriate administrative body or authority or person in connection with his unit, different from the work in relation to the commonly owned property and to pay any tax, duty, charge which has been paid for his unit.
  3. To repair and maintain his unit and to keep it in a good condition.
  4. To pay quickly every sum he has to pay under the present Regulations.
  5. To notify immediately the Management Committee of every change in the ownership, occupation or use of his unit.
  6. To notify immediately the Management Committee of every absence, if this exceeds fifteen days.
42. a. Every purchaser or owner should, when he grants a lease or enters into a lease agreement, tenancy, license to use or any other agreement for the legal occupation or use of his unit, with or without consideration, safeguard as part of his obligations that this lease or tenancy, license to use or other agreement will provide a condition with express notification to the lessee, tenant, licensed occupant of the obligations of the owner, lessee, tenant or licensed occupant by virtue of the present Regulations and with an express commitment of the lessee, tenant or licensed occupant regarding the unconditional acceptance of all the provisions of these Regulations.
- b. Every purchaser or owner, in any contract of lease or license to use the part in the building owned by him is bound to insert provisions which shall provide, inter alia, the following:
1. That the tenant or licensee is deemed to have become acquainted with the provisions contained herein and, especially with those relating to the use and occupancy of any part of the said building and the obligations in respect thereto, contained in the present Regulations.
  2. That the tenant or licensee is bound as if he were the purchaser in respect of such obligations not only towards the owner of the part held by him as tenant or licensee but, also

towards the Management Committee as representing the body of the purchasers, as well as subject to the consequences as if he were a purchaser.

3. That the tenant or licensee is liable to ejection by the owner of the part which he holds in case of any breach of such obligations.
  4. That the tenant or licensee, further to the hereinabove, recognizes not only towards the owner of the part which he holds but, also, towards the other owners of or occupiers of parts in the said Building and/or each of them, that any breach of the said obligations constitutes a private nuisance, within the meaning of the Law, liable to be restrained by an order of the Court.
  5. If any purchaser or owner fails to insert such provisions in any contract of lease or license to us and/or fails to avail of them in case of breach then he will be personally responsible for any breach of the above obligations by any of his tenants or licensees.
- c. Each purchaser will be directly and personally responsible in respect of any expenses and contributions as provided above, irrespective of any agreement between such purchaser and his tenants or licensees.
43. Every owner may claim, through the Management Committee or directly from the owner who is in breach in the case where the Management Committee neglects or refuses to act on behalf of the owner, that the owner in breach restores every damage caused as a result of the breach of any of the provisions of these Regulations.
  44. Every owner has a personal obligation towards the other owners and towards any third party for every breach of any provision of these Regulations by him and by every lessee, tenant or licensed occupier of his unit, with or without consideration, and also for every deterioration of the situation or damage of the commonly owned property caused with any act or omission of the owner or the lessee, tenant or licensed occupier.
  45. a. All the rights and obligations of the owners deriving from the provisions of these Regulations will continue to belong and burden the owner of every unit, whether the unit is occupied or used by its owner or by any other person deriving his rights from this owner or not. If any unit remains unoccupied or vacant for any period, the owner will remain responsible for the fulfilment of all of his obligations and for the payment of the expenses which correspond to his unit, as provided for in these Regulations.
    - b. In the case where an owner refuses to pay any sum he owes by virtue of article 13 above, the tenant or lawful occupier of the unit may pay the above sum and to deduct same from the amount he will pay to the owner as rent, unless a private agreement provides otherwise.
  46. The first general meeting of the owners will be convened by the vendors within three months from the date of the completion and functioning of the commonly owned building and/or its registration in the register of the District Lands Office.
  47. Every subsequent general meeting of the owners shall take place once a year, provided that the interval, between the date of an annual general meeting, and the one immediately after will not exceed fourteen months.
  48. Every general meeting except for the annual general meeting, will be called extraordinary general meeting.
  49. The Management Committee may whenever it considers expedient, and has an obligation, after a written application of the owners of the twenty five per cent (25%) at least of the commonly owned property, as provided for in article 11 above and as it appears in Table A attached to these Regulations, to convene an extraordinary general meeting. If the Management Committee does not

convene a meeting within fourteen days from the date the application was submitted to it, the owners of the units who made the application shall be entitled to convene the meeting.

50. a. For every regular general meeting there shall be given a seven days notice specifying the place, the date and the time of the business. A similar seven days notice shall be sent to the purchasers not residing in the said building by registered letter addressed to the last known address of each purchaser, which the latter shall make known to the Management Committee. Accidental omission to give such notice to any owner or in case such notice is not received by any owner shall not render void any proceedings at such a meeting.
  - b. Any notice posted on a conspicuous place of the commonly owned building shall be taken as given to every owner of a unit one day after posting.
  - c. If no Management Committee exists or functions then any three of the purchasers, owners of separate parts in the said building may likewise convene general meetings.
  - d. Any three of the purchasers, owners of separate parts in the said building may demand in writing from the Management Committee to convene a general meeting and such general meeting must be convened within seven days from being demanded, by similar notices as above.
51. Except for the checking and approval of the accounts and the election of the members of the Management Committee by the annual general meeting, every business which is carried out at an annual general or during an extraordinary general meeting shall be considered as special.
52. Unless otherwise provided for in the Law or the present Regulations no matter shall be discussed at any general meeting unless there is a quorum of the persons entitled to vote at the time when the meeting proceeds to its business. A general meeting is in quorum if there are personally present or by proxy persons who own the fifty per cent (50%) at least of the commonly owned property as it appears in article 11 above and in Table A attached to these Regulations.
53. If within half an hour from the time the general meeting is fixed no quorum is present, the general meeting is adjourned for the same day of the next week at the same place and time. If no quorum is present at this general meeting too within half an hour from the time the general meeting is fixed, the persons present and entitled to vote constitute a quorum.
54. At the commencement of the general meeting a President and a Secretary of the meeting must be elected.
55. The decisions of the general meeting shall be taken with the raising of the hand, unless any owner personally present or by a proxy demands that a voting takes place. If no demand for such voting is made, the declaration of the President that a decision was taken with the raising of the hand will constitute an irrefutable proof of this fact, without any proof being needed for the number or percentage of votes given in favour or against the decision. The demand for a voting may be revoked.
56. If a voting is demanded, this takes place in any way the President considers proper and the result of the voting will be the decision of the meeting.
57. In case of equality of votes, either by voting or by raising of the hand, the President of the meeting will have a second or casting vote.
58. In the case of a decision being taken with the raising of the hand every owner will have one vote. If the decision is taken by voting, every owner will have the number of votes corresponding to the share in the commonly owned property belonging to his unit, as provided for in article 11 above and as set out in Table A attached to these Regulations.
59. The votes may be given personally or by proxy, irrespective of the fact as to whether the decision is taken by the raising of the hand or by voting.

60. The appointment of an attorney should be made by means of a document duly signed by the owner appointing the attorney or by his duly authorized representative. The attorney may be general or for a particular or specific meeting and he does not need to be an owner.
61. If an owner of a unit is a legal person, it may participate in the meeting and vote through an attorney appointed according to the provisions governing the legal person.
62. Whenever the unit is owned by one or more owners the co-owners may, by means of a document duly signed by all the co-owners or their duly authorized representatives, appoint one of them or any other person as their attorney for all the general meetings or for the particular general meeting.
63. Unless a unanimous decision is required by or under the Law, no owner shall be entitled to vote at any general meeting, unless all contributions due and payable in connection with the said unit have been paid.
64. If the owner is a trustee, he will exercise the right to vote in connection with the said unit while the beneficiaries of the trust-deed will be excluded from such a right to vote.
65. The decisions at the general meeting are taken by a majority of the votes of the persons present and entitled to vote, unless a higher or special majority is provided by the Law or in these Regulations. When a special majority is provided by the Law or in these Regulations in connection with any matter, no decision regarding this subject is valid, unless it is taken with the required majority.

Provided that a written decision signed by the purchasers or by their duly authorized, as above, representatives and representing 51% of the total votes of the purchasers shall be equally valid as if taken at a general meeting duly convened and held.

66. A decision imposing on any owner obligations or payments of any kind or extent which are not provided by the Law or in these Regulations or which alters his rights is not binding on this owner, unless he gives his consent to it.
67. The secretary of the general meeting must keep the minutes of its procedure in the appropriate manner.
68. During the first general meeting the owners fix the number of the persons who will constitute the Management Committee, which shall not exceed five, and they elect the person or persons who constitute the Management Committee.
69. If the members of the management Committee are more than one, a cashier is elected. If the members do not exceed two, these must be owners of units. If the members exceed two these can be owners or representatives.
70. If a temporary Management Committee has been appointed by virtue of article 24 above, its term will be terminated on the date of the first general meeting.
71. A general meeting may alter the number of the members of the Management Committee which was fixed by virtue of these Regulations or supplement it with the election of new members, if for any reason the number of its members has been reduced.  
Provided that if the number of the members of the Management Committee falls below the number specified in these Regulations, the remaining members of the Management Committee shall within ten days call an extraordinary general meeting for the election of new members.
72. The term of the Management Committee, including the term of the members elected under article 70 above, lasts until the election of the new Management Committee at the immediately subsequent annual general meeting.

Provided that the owners may, by their decision taken at a general meeting, at any time terminate the

term of any of the members of the Management Committee and/or replace him/her with another person.

The same applies in case of resignation, death or inability of any member of the Committee, or in case of any one of them ceasing to be an owner or proxy or representative of a part of the said building.

Provided that no removal or new election takes place as above unless this matter is specifically included in the agenda of the relative general meeting.

73. The members of the Management Committee are eligible for re-election .
74. If the members of the Management Committee are more than two, they elect from amongst them one as President. If the members of the Management Committee exceed two the decisions are taken by majority. If the votes in favour of a specific proposal are equal to those against it, the decision is considered to be rejected.

The procedure of operation of the Management Committee will be regulated by the Committee itself and any document shall be signed by the President upon approval of the Committee.

The minutes of the Committee, of the general meetings, the correspondence and all records shall be kept and signed by the President and shall be open for inspection by any purchaser or owner of a unit at reasonable times.

75. The Management Committee exercises all the powers and duties provided in the Law or in these Regulations and any other powers or duties entrusted or imposed on it by the owners at a general meeting.
76. The Management Committee is entitled to employ persons or representatives and pay to them a reasonable remuneration it might consider necessary.

No member of the Management Committee is entitled to any remuneration, but will be entitled to reimbursement (by way of common expenses) of any actual expenses reasonably incurred by him in the course of his duties and to a bonus, if so decided by the purchasers, at general meeting.

77. The Management Committee shall keep income and expenditure accounts and shall prepare final accounts which shall submit with all relevant receipts and information and a report of its activities to the regular general meeting for approval.

Such final accounts and report will be forwarded to all the purchasers at least five days prior to the annual general meeting. The purchasers, at a general meeting, may decide to appoint an auditor to audit the accounts, and the remuneration of such auditor shall be considered as common expenses.

78. Each purchaser shall be entitled at reasonable times to inspect the income and expenditure accounts and the relevant receipts and information.
79. The financial year of the commonly owned building starts on the first day of January and ends on the thirty first day of December each year.

Provided that the first financial year starts on the date of operation and/or registration of the commonly owned building in the District Lands Register and ends on the thirty first day of December of the same year.

Provided further that if the date of operation or registration of the commonly owned building in the District Lands Register takes place after the 30th of June, the first financial year ends on the thirty first of December of the immediately subsequent year following the registration.

80. Any contribution or amount payable by any purchaser as in this document provided and for whatsoever cause is a debt and/or obligation owed by such purchaser to the Management Committee, as representative of the body of purchasers and/or to the Common Fund and is collectible as a civil debt, in respect of which the Management Committee is hereby entitled to take legal proceedings. In case of failure of the Management Committee to take legal proceedings within one month from the date a contribution or amount became due, any purchaser is personally entitled to take such proceedings against the purchaser concerned or to claim the equivalent from the Management Committee and any amount so collected will be delivered to the Common Fund.
81. Any breach of this document renders the party liable responsible to damages, which, insofar as they concern the commonly owned and/or used places, parts and installations, may be claimed and collected by the Management Committee as hereinabove provided, which applies mutatis mutandis, and insofar as they concern any other purchaser they may be claimed and collected by such purchaser personally.
82. Any breach by a purchaser and/or his servants and/or agents of the provisions contained in the present regulations is hereby recognized and admitted by all purchasers to be not only a breach subject to the above provisions, but, also, a private nuisance, within the meaning of the law, towards all and/or each of the other owners of or occupiers of parts in the said building and, as such, liable to be restrained by an order of the Court on steps taken by the Management Committee, as representative of the body of the purchasers, or by any owners and/or occupiers concerned. For the purposes of this clause breach by a member of the family or somebody living with him shall be deemed to be breach by the purchaser.
83. The provisions of this document may only be altered with the written consent and approval of 75% of all the purchasers for the time being within the said commonly owned Building Complex " **APOLLO HEIGHTS**".
84. Whenever in this document the decision, consent or approval of any person or body of persons is required and such decision, consent or approval is unreasonably withheld or not given, the purchaser complaining may refer the matter to arbitration before the Director for decision. The Director will decide whether or not such decision, consent or approval was unreasonably withheld or not given and if so, what should be done in the circumstances. Subject to the provisions of the present regulations, the decision of the Director will be final and conclusive.
85. If any dispute arises in respect of the management and administration of the said building, as above provided or in respect of any proceeding of a general meeting of the purchasers or of any act or omission of the Management Committee, such dispute may be referred by any person interested to arbitration before the Director, and the provisions of clause 84 hereof, in respect of such arbitration shall apply, mutatis mutandis.
- Provided that any matter, breach or obligation not coming under the provisions of the present regulations, can not be the subject of any arbitration proceedings unless all parties concerned so agree in writing.
86. The stipulations contained herein are intended better to regulate matters incidental to the common ownership and/or enjoyment of the spaces, parts and installations of the said building and other relevant matters and they do not exclude the provisions of the Immovable Property (Tenure, Registration and Valuation) Law, Cap. 224, to which any Purchaser or other interested party may resort and enforce compliance thereto but so that such Law may not be used by any purchaser as a defence to defeat the obligations of such purchaser to any of the stipulations herein expressly contained which, to the extent that they are not inconsistent with express provision of the said Law or any other Law, shall prevail.
87. In case of any collections being made by the Committee in respect of hire or use of any commonly owned and/or used places and parts such collections will be distributed to the purchasers in the same proportion in which they are liable to contributions.

- 88. In case of transfer or acquisition of the ownership of any property by more than one person, such ownership passes or is acquired in undivided shares only and any division of such property into individual owned rooms and/or otherwise is not allowed.
- 89. As long as the Vendors continue to be owners of any part of the said building have the same rights and obligations, at the same proportions, as if they were purchasers in relation to the parts owned by them, but have no any other responsibility or obligation whatsoever towards the purchasers in connection with the present agreement and its compliance.
- 90. The powers and obligations of the purchasers provided in this agreement are valid from the day of delivery of the unit purchased by them, even if they have not yet become owners by means of a title deed.

91. This Agreement will be binding not only upon the vendors and the purchasers but also upon any of their successors in title howsoever such title is acquired and upon any occupants of units or persons who have been given a license by the owners to use the units.

92. This Agreement was made and signed by the parties today the 16/8/2016

WITNESSES

1. ....

2. ....

.....

THE VENDORS

.....

THE PURCHASER

.....  
 through its authorised attorney  
 ..... (i.d. ....)

**TABLE A**

Commonly owned Building known as " **APOLLO HEIGHTS**", situated at Kouklia, Pafos, forming part of the Aphrodite Hills, Pafos.

Commonly owned property which belongs to every unit and which was estimated by the Vendors approximately according to the provisions of the present General Agreement.

S.No.	Unit Number of Designation	Percentage Share of Common Owned Prop. Owned by each unit (based on title deeds)	Percentage % Share of votes of each unit
1	A01	1.23%	1.23%
2	A02	0.90%	0.90%
3	A11	1.09%	1.09%
4	A12	0.80%	0.80%
5	B01	1.33%	1.33%
6	B02	1.22%	1.22%
7	B11	1.11%	1.11%
8	B12	1.11%	1.11%
9	C01	1.23%	1.23%
10	C02	1.24%	1.24%
11	C11	1.11%	1.11%
12	C12	1.11%	1.11%
13	D01	1.24%	1.24%
14	D02	1.28%	1.28%
15	D11	1.09%	1.09%
16	D12	1.09%	1.09%
17	E01	1.19%	1.19%
18	E02	1.26%	1.26%

19	E03	0.89%	0.89%
20	E11	1.11%	1.11%
21	E12	1.11%	1.11%
22	E13	0.78%	0.78%
23	F01	1.26%	1.26%
24	F02	1.26%	1.26%
25	F11	1.09%	1.09%
26	F12	1.09%	1.09%
27	G01	1.30%	1.30%
28	G02	1.27%	1.27%
29	G03	0.91%	0.91%
30	G11	1.12%	1.12%
31	G12	1.10%	1.10%
32	G13	0.78%	0.78%
33	H01	0.90%	0.90%
34	H02	1.27%	1.27%
35	H03	1.30%	1.30%
36	H11	0.78%	0.78%
37	H12	1.10%	1.10%
38	H13	1.14%	1.14%
39	I01	0.90%	0.90%
40	I02	1.26%	1.26%
41	I03	1.31%	1.31%
42	I11	0.78%	0.78%
43	I12	1.15%	1.15%
44	I13	1.13%	1.13%
45	J01	1.31%	1.31%
46	J02	1.27%	1.27%
47	J03	0.89%	0.89%
48	J11	1.09%	1.09%
49	J12	1.08%	1.08%
50	J13	0.78%	0.78%
51	K01	1.26%	1.26%
52	K02	1.26%	1.26%
53	K11	1.11%	1.11%
54	K12	1.11%	1.11%
55	L01	1.03%	1.03%
56	L02	1.65%	1.65%
57	L11	1.84%	1.84%
58	L12	1.60%	1.60%
59	M01	1.29%	1.29%
60	M11	1.24%	1.24%
61	N01	1.26%	1.26%
62	N02	1.28%	1.28%
63	N11	1.21%	1.21%
64	N12	1.21%	1.21%
65	O01	1.24%	1.24%
66	O02	1.26%	1.26%

67	O11	1.21%	1.21%
68	O12	1.28%	1.28%
69	P01	1.27%	1.27%
70	P02	1.27%	1.27%
71	P11	1.21%	1.21%
72	P12	1.28%	1.28%
73	Q01	0.77%	0.77%
74	Q02	1.24%	1.24%
75	Q11	0.82%	0.82%
76	Q12	1.40%	1.40%
77	R1	2.05%	2.05%
78	R2	2.07%	2.07%
79	R3	2.02%	2.02%
80	R4	2.05%	2.05%
81	R5	2.03%	2.03%
82	R6	2.04%	2.04%
	Total	100.00%	100.00%

- Note: (a) If the title of any unit includes, a storeroom/covered or uncovered parking space or yard the above determined respective percentages shall be adjusted accordingly to the judgement of the Director.
- (b) In the event of any alterations to the original drawings the aforesaid percentages shall be reviewed fairly (at a fair proportion) by decision of the Vendors.
- (c) The final percentage number of votes of every purchaser/owner will be those which will be written in the relevant separate Certificates of Registration of each unit to be issued by the District Lands Office.

Date of signature: 16/8/2016  
The Vendors

The Purchaser

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.....  
through its authorised attorney  
..... (i.d. 05-430294)

**TABLE B**

Commonly owned Building known as "APOLLO HEIGHTS", situated at Koukليا, Pafos, forming part of the Aphrodite Hills, Pafos.

Participation of the units in the maintenance expenses etc. of the commonly owned building as estimated by the Vendors approximately according to the provisions of the present General Agreement.

S. No.	Unit Number of Designation	Floor Surface (M2) of each unit (Based on title deeds)	Percentage Share for the expenses for common services (Based on title deeds)
1	A01	128	1.23%
2	A02	90	0.90%
3	A11	107	1.09%
4	A12	84	0.80%
5	B01	133	1.33%
6	B02	125	1.22%
7	B11	112	1.11%
8	B12	112	1.11%
9	C01	128	1.23%
10	C02	129	1.24%
11	C11	112	1.11%
12	C12	112	1.11%
13	D01	131	1.24%
14	D02	135	1.28%
15	D11	112	1.09%
16	D12	112	1.09%
17	E01	155	1.19%
18	E02	155	1.26%
19	E03	87	0.89%
20	E11	112	1.11%

21	E12	111	1.11%
22	E13	79	0.78%
23	F01	140	1.26%
24	F02	141	1.26%
25	F11	112	1.09%
26	F12	112	1.09%
27	G01	150	1.30%
28	G02	151	1.27%
29	G03	95	0.91%
30	G11	112	1.12%
31	G12	111	1.10%
32	G13	79	0.78%
33	H01	90	0.90%
34	H02	157	1.27%
35	H03	153	1.30%
36	H11	79	0.78%
37	H12	111	1.10%
38	H13	112	1.14%
39	I01	92	0.90%
40	I02	153	1.26%
41	I03	151	1.31%
42	I11	79	0.78%
43	I12	111	1.15%
44	I13	112	1.13%
45	J01	157	1.31%
46	J02	158	1.27%
47	J03	87	0.89%
48	J11	112	1.09%
49	J12	111	1.08%
50	J13	79	0.78%
51	K01	145	1.26%
52	K02	145	1.26%
53	K11	112	1.11%
54	K12	125	1.11%
55	L01	101	1.03%
56	L02	203	1.65%
57	L11	308	1.84%
58	L12	278	1.60%
59	M01	136	1.29%
60	M11	118	1.24%
61	N01	132	1.26%
62	N02	138	1.28%
63	N11	116	1.21%
64	N12	116	1.21%
65	O01	126	1.24%
66	O02	132	1.26%
67	O11	116	1.21%
68	O12	116	1.28%

69	P01	133	1.27%
70	P02	133	1.27%
71	P11	116	1.21%
72	P12	116	1.28%
73	Q01	74	0.77%
74	Q02	146	1.24%
75	Q11	85	0.82%
76	Q12	112	1.40%
77	R1	216	2.05%
78	R2	227	2.07%
79	R3	201	2.02%
80	R4	205	2.05%
81	R5	199	2.03%
82	R6	205	2.04%
	Total	10,724	100.00%

Note 1: (a) If the title of any unit includes, a storeroom/covered or uncovered parking space or yard the above determined respective percentages shall be adjusted accordingly to the judgment of the Director.

(b) In the event of any alterations to the original drawings the aforesaid percentages shall be reviewed fairly (at a fair proportion) by decision of the Vendors.

(c) The final shares of every Purchaser/Owner to the expenses will be those which will be written in the relevant separate Certificates of Registration of each unit to be issued by the District Lands Office.

Note 2: (a) Heating: Consumption of fuel, expenses for maintenance and repair of the machinery of the central heating installation.

(b) Common Expenses: Hire of the services of a Manager/Caretaker, Janitor, cleaner, cleaning materials, operation, maintenance and repair of the Sewage System and Swimming Pool, consumption of electricity and water, decoration of commonly used places, cleaning or evacuation of the septic system and any other expenses which are not included in 2 (a) and 2 (b) above.

(c) Other Expenses: Insurance, general repairs of the commonly owned Building, the hydraulic and electrical installations, etc.

(d) Any Other relevant expenses which may be decided upon at a General Meeting by majority of 51% of the votes of the purchasers/owners present or represented.

Date of Signature: 16/8/2016

The Vendors

The Purchaser

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through its authorised attorney

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(i.d.)