

## Good Neighbor Rules Community Rules

### **ARTICLE 1 - Majority of vote**

Following Rules of internal order have been approved between all owners present at. They are obligatory for all current and future owners, their beneficiaries, as well as all people accessing the Oasis Beach XI complex, and can only be modified by the general assembly concerned, by simple majority of the votes.

### **ARTICLE 2 – Minutes**

Modifications to the internal rules will have to appear in chronological order in the book of the minutes of general meetings held by the President. This register will also contain the status of the OBXI complex, the rules of order and the modifications.

In case of alienation of a part of the building, the owner who disposes, will have to draw the attention of the new interested party on the existence of this register and invite him to take knowledge of it. The new interested party, by the mere fact of being the owner, tenant or right-holder, of any part of the building, is subrogate in all the rights and obligations resulting from the prescriptions of this book of the minutes and the decisions recorded there; he will be required to comply with it and his beneficiaries

The community rules must be displayed in rented properties. If there are problems with tenants for breaking the rules, it must be reported to them in first instance, and if the problem persists, notify the Board and provide them with the necessary information.

### **ARTICLE 3 – Communication**

The population of the complex being composed of different nationalities and many different languages, the owners agreed there is a need for one common communication language. Therefore, it has been decided and accepted that the communication between the administrator and the president on the one hand side and the owners on the other side will be elaborated in English. (minutes, invitations, e-mail exchanges and other documents)

In respect of the Spanish law, a Spanish version of all official documents also being available. Owners having difficulties with the English language can easily translate all documents into their native language using the application <https://translate.google.com/>.

The board, however, may communicate in multiple languages including English if they decide to do So

### **SECTION I: MAINTENANCE**

#### **ARTICLE 4 - Maintenance work**

Painting works on façades, including guardrails and garage doors, must be done at times fixed according to a plan drawn up by the general assembly of the community and under supervision of the administrator / president.

As for works relating to private things whose maintenance interests the harmony of the complex, they must be done by each owner in due time, so as to keep the property in a good state of maintenance.

### **SECTION II: ASPECTS**

#### **ARTICLE 5 – Aspects of aesthetics and harmony**

The placement of sunshades on the terraces, glass curtains, shutters, glass or metal fences are authorized in the respect of the approved uniform formats and colors, it is never allowed to take away views or light from neighbors. When changes concern the neighbor, his approval is needed.

Prohibited structures will be removed at the expense of respective owner.

Before making changes and to avoid problems and discussions owners will first inform the President about their wish for addition.

The president will inform them about which kind of changes will be accepted by the community and which ones will not be allowed.

The outside view of the terrace may under no circumstances be changed without prior decision of the general assembly, in particular with regard to the paint of the walls and the balustrades.

Are also prohibited: any kind of straw or wood placed against the railings, because they change the aesthetic aspect of the facade.

It is forbidden to hang flower boxes on the outside of the terraces and the balconies.

It is forbidden to place large satellite dishes on a roof, balcony or any other visible area of the complex.

Any owner wishing to add grilles to the windows and doors will have to respect the harmony of the facade of the building by selecting a grill identical to grating at the doors of access.

The placement of sunshades on the terraces, glass curtains, shutters, glass fences are authorized in the respect of the approved uniform formats and colors.

Owners and occupants will not be allowed to put on windows or balconies any signboards, posters, advertisements, pantries or other objects that disturb the overall aesthetics of the complex.

It is forbidden to hang laundry on the railings of the balconies and on the windows or facades. On the terraces drying of the laundry is permitted on a standing drying rack that is pliable and of which the height does not protrude above the balustrade and is set backwards (to avoid an "unpleasant" view). The mats and floor rugs should not be shaken or knocked out from the terraces and the balconies (the same for the tablecloths and the bed sheets).

As objects on private terraces, only planters of flowers and / or green plants and garden furniture are allowed.

Anyone causing damage to trees and plants or any other part (fitness area - pétanque area and children's games) of the complex, will be responsible for the payment of replacement, repair or cleaning of this damage.

Only a Brabantia Wall Fix on the outside of the building facade is allowed, however it is not allowed to have the Brabantia Wall Fix seen on the front view of the community.

The administrator will contact the owners who have done illegal modifications notifying them to remove it within 30 days.

#### **ARTICLE 6: Rules in the swimming pool / Jacuzzi.**

The hours of use of the swimming pool / wellness are from 8:00 to 22:00.

Pool doors must be kept close at all times (risk of drowning children in the pool).

As a measure of hygiene, the shower will be mandatory before entering the pool / jacuzzi / sauna.

Showers are not installed for personal hygienic reasons, so shower gels and shampoos are not allowed.

Air mattresses and inflatable chairs are not allowed in the pool with the exception of swimming aids for small children.

Children wearing diapers should be equipped with special diapers without leaks and waterproof to access the pool.

Clothing with the exception of special swimming clothes in Lycra will not be allowed considering the chlorinated solutions of the pool can discolor and bring the colors of dyes into the water.

Non-owner occupants will not be allowed to invite people from outside the complex

Smoking, eating and drinking in the enclosure and in the access to the pool / jacuzzi is not allowed. Any object in glass or metal is forbidden in the pool / jacuzzi / artificial grass enclosures to prevent cuts and bleeding that can pollute the pool water.

One must not jump into the pool from outside, nor dive or disturb other pool users.

Radio and music equipment is only allowed if personal earphones are used.

Children under the age of 12 have to be accompanied by an adult or family member.

Parents are responsible for children's behavior at all times in the community and the pool.  
The jacuzzi and sauna cannot be used by children under 16 if they are not accompanied by an adult.  
Exposure of topless is prohibited in common areas (pool, sauna and jacuzzi).  
The jacuzzi will be permanently heated during the period of the 05<sup>th</sup> September upon the 15<sup>th</sup> of June. There are separate regulations for the use of the wellness on our website, at the wellness page.  
"The comprehensive regulations are also available on the website for everyone, both owners and tenants, and can be found at <https://www.oasisbeach11elraso.com/> under the tab "Wellness."

### **SECTION III: INTERNAL ORDER**

#### **ARTICLE 7 - Deposits in the common parts - Housework.**

Among the common areas, the passage to garages and pitches, entrance porches, halls, stairs, clearances, access passages to apartments, common gardens should be kept free at all times. Parking in front of entry porches is prohibited except for temporary unloading or loading. The access passages and common areas are not to be used for any household work such as brushing carpets, bedding, clothes, furniture, shoe polish, etc.

#### **ARTICLE 8 - Moves and removals.**

It is forbidden for the removal trucks to park in front of the entrance to the garages.  
In case of moving, the President must be notified by e-mail 15 (fifteen) days in advance.  
The transport of furniture and heavy objects, such as crates, trunks, rubble in case of renovation, etc. must be done by the stairs on the outside of the complex (not through terrace windows).  
It is strictly forbidden to use the garage access stairs for transporting furniture or heavy or bulky objects likely to disturb the passage or to cause damage.

#### **ARTICLE 9 - Animals**

The occupants of the complex are allowed to have in their apartment dogs, cats and birds.  
All animals will be leashed, and access will be prohibited in the communal gardens, around and in the pool and wellness.  
The number of pets will be limited to two per apartment.  
It is forbidden to feed animals outside the complex.  
If an animal is a source of nuisance by noise, smell or otherwise, the owners will be notified by the president/administrator.  
If the problem persists and causes annoyance to others, the general assembly might decide by simple majority of the voices present, to instruct the owner to remove its animal from the complex.  
In the event that the tolerance is subrogate, failure to comply with the decision of the general meeting will result in the offender paying damages, without prejudice to all sanctions to be ordered by court.

### **SECTION IV: MORALITY-TRANQUILITY**

#### **ARTICLE 10 - Occupation in general**

The owners, tenants and visitors of the apartments must always behave civilized in the complex and enjoy it according to the legal concept of "due care".  
They must ensure that the tranquility of the facilities is at no time disturbed.  
None of the occupants are to disturb their neighbors by the use of radio, television or others, in particular between 23h00 and 7h00.  
No motor may be installed in apartments or private premises, with the exception of small engines operating appliances.  
Regarding the enjoyment of the terraces, the owners, the tenants, will be allowed to make use of electrical barbecues, gas barbecues or any other electrical apparatus allowing the cooking or the grilling of food on the condition of not disturbing the direct neighbors; necessary protections in the private terraces must be made (ground etc.).

#### **Barbecues on charcoal are strictly forbidden!**

The use of parasols, chairs or sun beds is not allowed in the community area on the grass, since they could damage it.

Towels and inflatable mattress are allowed on the artificial grass.

It is also forbidden to ride a bicycle, scooter, skateboard, hoover board or electric pedal in any part of the complex.

The children's playground is only for children under 12 years of age.

It is forbidden to throw cigarette butts or other objects (paper, cans, bottles, ...) into the common parts.

It is forbidden to throw cigarette butts or other objects (paper, cans, bottles, ...) into the private gardens through the terraces and windows.

Smoking in common areas is not allowed.

Each alarm system must either be connected to a security company or be equipped with a system whereby the occupants of the apartment can be notified immediately and a quick intervention by the aforementioned security firm, the apartment residents or a third person is required to implement the turn off of the system in case of alarm. The owner or occupant must also inform the syndic and the members of the General Assembly as soon as an alarm system has been installed, so that if the alarm should come into error during their absence, the appropriate measures can be taken. The owner or the resident must comply with the legal obligation to report the system to the police and must have this checked annually.

It is forbidden to connect electrical appliances (refrigerators, freezers, etc.) to the network of the common parts.

Any economic activity is prohibited.

## **ARTICLE 11 – Rentals**

Every owner of Oasis Beach XI is obliged to declare whether or not he has rented out and has fulfilled the necessary formalities and obligations to the community. Please see the 'Internal Rental Regulations Community Oasis Beach XI' for additional information. You can find these on our website [www.oasisbeach11elraso.com](http://www.oasisbeach11elraso.com) under the tab "Rental & Tenants".

In the province of Valencia, which includes Guardamar, the declaration of the rental income is mandatory (via model 210).

Also, the official rental license for Vivienda turística is mandatory. It is legally prohibited to advertise on websites such as Booking.com, Airbnb, and others without a rental license. This also applies to advertisements through Keyholders or Real Estate Agents. Each apartment requires its own tourist license. Always consult the local authorities regarding rental regulations. The management cannot be held responsible for illegal rentals.

It is the responsibility of the landlords to thoroughly inform themselves about the laws and obligations concerning rentals.

The tenants will do their utmost to manage the premises according to the legal concept of « due care » and to comply with the present rules of internal order of which they will have to acknowledge having acquainted themselves. In the event of a serious breach duly noted, the rentals may be terminated at the request of the President of the Property Committee.

The **maximum** number of occupants per apartment **cannot exceed 7 persons**.

Don't forget to inform the board about the duration of the stay, and the number of people.

## **ARTICLE 12 - Occupations of garage areas**

Each owner is responsible for his proper parking area(s) and can't use the parking place(s) of others even if it is only temporarily.

## **ARTICLE 13 - Community charges**

The owners and their dependents must meet all the expenses of the community.

Owners who wish to sell their premises have to inform the President and the administrator. The Administrator issues a certificate of debt once all payments are settled. The seller remains liable for all community issues, including payments, until proper notification of the new owner's details. Sanctions for late payment or non-payment of the Community fee.

## **SECTION V: DESTINATION OF PREMISES**

### **ARTICLE 14 - Destination of apartments**

The apartments are intended for residential housing and touristic rental.

## **ARTICLE 15 - Advertising**

It is forbidden, except with the special authorization of the general assembly, to advertise in the complex.

No announcements and/or publicity may be placed on the inside or outside of the Oasis Beach XI complex.

It is, however, permitted to display on the front door of the apartments or next to it, at the place prescribed by the general assembly concerned, a plate of the model authorized by said assembly indicating the name of the occupant.

At the entrance, everyone has a mailbox; this mailbox may include the name and apartment number of the holder; these inscriptions will be off the model prescribed by the general assembly.

## **Article 16 - Unhealthy deposits**

No deposit of dangerous, unhealthy or unpleasant materials may be established in the complex.

It is also forbidden to store any construction materials, waste, rubble, etc.

Containers for the collection of household waste, cardboard, paper and plastic bottles are placed in the streets around the complex - Each owner and / or tenants will be required to deposit these deposits in the containers themselves.

It is not allowed to use the public waste bins on the sidewalks around the complex for household trash.

## **SECTION VI: PRESCRIBES TO THE MANAGEMENT OF THE COMPLEX**

### **ARTICLE 17 - Designation**

The company MILENIUN LEVANTE was chosen for the management of the complex.

The company is appointed to manage the various problems that may arise in the complex. Each request must be sent in writing (email) to the designated person at MILENIUN Levante and to the President of the committee. The management company has to receive instructions only from the President. The President alone will be required to dismiss the agent of / or the management company if the general meeting so decides.

### **ARTICLE 18 - Services of the management company**

The management company's service consists in ensuring the maintenance of the complex, as well as assist in leading the community on the right tracks,

1. Keep the common areas clean.
2. Emptying the communal garbage cans.
3. Take the necessary steps to maintain the facilities (pool, sauna, jacuzzi, garage door, etc.)

The management company is not allowed to do maintenance work for the occupants or carry out some work in the private areas.

## **SECTION VIII: Presidency**

### **Article 19 - Duties of the President**

The President is in charge of managing the accounts of the community, as well as supervision of the management of MILENIUN LEVANTE.

He has the duty of ensuring an economic management of the complex including approving payment of invoices for the community.

### **ARTICLE 20 - Duty to Supervise**

The President collaborates with the management company, gives them the orders, has to execute on his own the urgent repairs and other reparations ordered by the general assembly.

He is the one and only supervisor of the execution of the works and is the one and only judge of the desirability of their reception.

## **ARTICLE 21 – Disputes**

The President takes care of disputes concerning the common parts, vis-à-vis all third parties, both requesting and defending.

In case of emergency, he takes all precautionary measures.

He eventually reports in writing to the owners or convenes a general meeting.

## **ARTICLE 22 - Compensation of the President**

The President will receive a fee of € 50 per apartment per year for the compensation of the performance of his responsibilities.

## **ARTICLE 23 - Provisions**

A quarterly provision will be paid to the community account by the owners to enable it to meet the common, periodic expenses.

The amount of this working capital provision is set by the general meeting.

The assembly decided to set up a reserve fund to deal with major repairs and the replacement of the equipment.

This reserve fund will be used only for non-recurring expenses decided at the general meeting. These two funds, the Working Capital Fund and the Reserve Fund, will be separated and held on different charges in the cost balance sheet.

The President has the right to claim the provisions fixed by the general meeting and in default of payment, the President and the management company will remind the defaulting party.

The property charges are payable upon receipt of the statement of the provisions claimed.

The administrator will send an invitation to pay the fees 14 days before they are due.

Failing payment within 14 days of the date of dispatch of the call for funds, the sums due shall be increased, automatically and without prior notice with 25€ penalty fee.

After 28 days from the first invitation email, if the fee still is not paid, owners will have to pay the initial 25€ penalty + 50€ penalty, therefore the total penalty fee will be 75€.

These costs can be repeated each time there are previous outstanding debts and a new payment reminder is sent.

In the event that the defaulter has not paid the amount of the provisions and charges of the payment reminder, the President / the management company will notify him of a formal notice and may summon it to the competent courts, failing the settlement of the due within the week of the notice.

The community has the possibility to freeze the defaulters bank account (through legal action). Of course, this is always a last resort and is time-consuming, but the community always wins, and the costs are charged to the delinquent owner. Debtors do not have the right to vote at any meeting.

## **SECTION IX: COMMON EXPENSES**

### **ARTICLE 24 - Determination**

Same as the expenses of maintenance and repairs of the common parts of the complex, the expenses born of the common needs are supported by the owners of the complex.

These are the expenses of water and electricity (pumps and common lighting) for the maintenance of the common parts, the fees of the management company / the President and, the insurance premiums incumbent on the community and in question above, the cost of purchasing maintenance and replacement products for common equipment and furniture, garbage bins, utensils and supplies necessary for the proper maintenance of the complex.

### **ARTICLE 25 – Insurance – Water – Electricity - Dish antenna's/ Fiber connections**

All owners have to contract insurance for the areas not covered by the community insurance.

A copy of the community insurance policy will be available on the website.

Every owner has to send a copy of his entire policy by e-mail to

Millenium Levante [info@millenium-levante.es](mailto:info@millenium-levante.es) with your apartment number.

The individual consumption of water, electricity, internet connections and fiber connections and all the expenses related to these services are paid and / or supported by each owner. The subscription to the water service for the common parts of the complex is subscribed by the management committee.

- It is the same for the electrical service of the common parts of the complex.

## **SECTION X: GARAGE AND CAR LOCATION REGULATIONS**

### **ARTICLE 26 - Occupation**

The garages can be occupied by their owner or rented out.  
It is allowed to place a closed storage box on the parking place.

### **ARTICLE 27 - Obligation of occupants**

- Unless waived by the management, the occupants can't.
- assign their said garages to any destination other than vehicle parking.
- demarcate or close the site with masonry work or any other material.
- do on the location of their garages and generally on a visible part, no publicity or signs whatsoever.
- to proceed in garages to no public exhibition or sale of vehicles or to assign them to a taxi operation.
- inconvenience other occupants of car spots by splashing water when washing vehicles.  
(The washing of parked vehicles must be done outside the complex.)
- Store fuel into their garage, other than contained in the tank of the vehicle.

### **Occupants need to:**

- Prohibit the use of audible warning devices, especially between 24:00 and 07:00, engine hum, free exhaust, combustion of oil and gasoline.
- Keep free access at any time and not park there.
- Avoid any disturbance to the other occupants of the garages.
- A fire extinguisher installation of the approved type exists along the car parks. Any use of fire extinguisher will have to be reported and the replacement of this fire extinguisher will be charged to the one who used it as well as the cleaning of the place.
- The garage door and locations may only remain open for the time necessary to enter and exit the vehicle. The same is true for the gate of the access ramp to the outer zone.
- Parking in the area in front of the garage access doors is prohibited.

## **SECTION XI: SAFETY OF & IN THE BUILDING**

### **ARTICLE 28 - Security**

- It is forbidden to double-close the entrance doors of the complex. This to allow a possible for evacuation in case of emergency.
- Data protection relating to CCTV cameras in the Communities of Properties.
- According to Article 17 of the Horizontal Properties Act, in order for CCTV cameras to be installed in a community of property, there must be a majority of votes on this issue.
- The presence of cameras and recordings that take place must be published clearly in a visible place on a sign.
- Cameras can only be directed at common areas and the recorder must be placed in a safe place that members of the community do not have access to.
- Recordings can only be stored locally, on a stand-alone unit, not uploaded to a cloud, for example by logging in with a password.

- The community or its administrators have a file (fichero) with the Data Protection Agency.
- Access should be limited to the person listed on the 'Seguridad Document' as being responsible for handling sensitive data protection information.
- The president, the administrator of the community "Milenium Levante" and the company hired to install and maintain the video surveillance system have access to the images.
- The images cannot be kept on file for more than 30 days, unless required as evidence.
- The following accredited security company registered at the "registro de instaladores de telecomunicaciones" under the "C" category to install and maintain the video surveillance system has been appointed:

## **EAZY**

info@eazy.es

Head Office: 966 795 191

**Commercial Centre Bahía de las Dunas, C. Mar Mediterráneo, Floor 1, Local 26, 03177 San Fulgencio, Alicante**

## **SECTION XII: GENERAL PROVISIONS**

### **ARTICLE 30: Disputes**

- In case of disagreement between the owners and the President, the dispute will be settled by the general assembly of owners.
- Any dispute not resolved amicably between owners will be submitted to an arbitrator (external lawyer) chosen by mutual agreement by the parties. Its decisions will be rendered as a last resort and executed between the parties.

### **PROCEDURE FOR REPORTING PROBLEMS AND COMPLAINTS.**

- When there's an urgent problem -> Call Milenium Levante and notice the VME  
These contact details you can find on the site [www.oasisbeach11elraso.com](http://www.oasisbeach11elraso.com)
- If you see a defect or something abnormal, notify the VME.
- If you have problems with behavior of co-residents or violations of the community rules. Inform the offenders yourself first, and if there's no result notify the VME and provide them with information regarding the fact and date.

For the community  
Oasis Beach 11 team