

## **RULES OF INTERNAL ORDER OASIS BEACH XV**

### **ARTICLE 1 - Majority of votes**

The following Rules of internal order have been approved by all owners.

They are obligatory for all current and future owners, their beneficiaries, as well as all people accessing the Oasis Beach XV complex, and can only be modified by the general assembly concerned, by a 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 OBXV complex, the rules of order, and the modifications.

In case of alienation of a part of the building, the owner who disposes of, 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 subrogated 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 the first instance, and if the problem persists, then the police need to be involved.

### **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 a common communication language.

Therefore, it has been decided and accepted that the communication between the administrator and the president on the one hand and the owners on the other hand 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 is also available.

Owners having difficulties with the English language can easily translate all documents into their mother tongue using the application <https://translate.google.com/>

## **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 the 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, to keep the property in a good state of maintenance.

## **SECTION II: ASPECTS**

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

The outside view of the terrace may under no circumstances be changed without prior decision of the general assembly, regarding the paint of the walls and the balustrades.

Also prohibited are: 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/antennas 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 the grating at the doors of access.

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

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

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

Owners and occupants will not be allowed to put on windows or balconies any signboards, posters, advertisements, 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 off 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, wellness area, and children's games) of the complex will be responsible for the payment of replacement, repair, or cleaning of this damage.

### **ARTICLE 6: Rules in the swimming pool/Wellness Center**

The hours of use of the Swimming Pool are from 08:00 - 22:00 (Only when a lifeguard is on duty). The wellness center is open from 10:00 to 22:00 (October 1st to May 30th). The Gym is open daily from 8 am to 10 pm.

Pool doors must always be kept closed (risk of drowning in the pool). As a measure of hygiene, the shower will be mandatory before entering the pool/jacuzzi. Showers are not installed for personal hygiene reasons, so shower gels and shampoos are not allowed.

Children wearing diapers should be equipped with special diapers without leaks and waterproof to access the pool. T-shirts of color or with drawings will not be allowed, considering the chlorinated solutions of the pool can discolor and bring colors of dyes into the water

Non-owner occupants will not be allowed to invite people from outside the complex. Smoking and eating in the enclosure and in the access to the pool/jacuzzi is not allowed.

Any object in glass is forbidden in the pool/jacuzzi 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 equipment is only allowed if personal earbuds are used.

Children under the age of 12 must be accompanied by an adult or family member. Parents are responsible for their children's behaviour at all times in the community and the pool.

The Jacuzzi cannot be used by children under 18 if they are not accompanied by an adult. Exposure of the topless is prohibited in common areas (pool, sauna, and jacuzzi).

The jacuzzi will be permanently heated from the 1st of October to the 30th of May.

### **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, and 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 or moving, the President must be notified by ordinary letter 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 and around the pool.

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.

If the problem persists and causes annoyance to others, the general assembly might decide by a simple majority of the voices present to instruct the owner to remove their animal from the complex.

If the tolerance is subrogated, 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 the 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 is to disturb their neighbors using radio, television, or other means, in particular between 24h00 and 8h00.

No motor may be installed in apartments or private premises, except for small engines operating appliances.

Regarding the enjoyment of the terraces, the owners, the tenants, will be allowed to make use of electrical barbecues only, 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 & gas BBQ are strictly forbidden (**Electrical BBQ Only**).

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 mattresses are allowed on the artificial grass. It is also forbidden to ride a bicycle, scooter, skateboard, 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 (including vaping), eating, and drinking are not allowed in the common areas, including access points to the pool and wellness facilities

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 security firm, the apartment residents, or a third person is required to turn off 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**

Short-term rentals are strictly prohibited at Oasis Beach XV. However, homeowners are permitted to have friends and relatives use their property.

To comply with this policy, you must inform the board by emailing **[oasis15owners@gmail.com](mailto:oasis15owners@gmail.com)**. Include the names of your guests and the dates they will be staying. Additionally, you must provide your guests with a copy of the community rules. As the homeowner, you bear full responsibility for your guests' conduct during their stay on the premises.

Please note that the maximum number of occupants per apartment is limited to 7 adults. Any breach of these rules or disturbances caused by guests may result in the termination of their stay at the discretion of the President and the appointed board.

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

Each owner is responsible for their proper parking area(s) and cannot use the parking place(s) of others, even if 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.

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

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

The apartments are intended exclusively for residential housing.

### **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 XV 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 of 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 tenant 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 of ensuring the maintenance of the complex, as well as assisting in leading the community in the right track.

1. Keep the common areas clean.
2. Evacuate common 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 oversees managing the accounts of the community, as well as supervising of the management of MILENIUN LEVANTE.

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

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

The President collaborates with the management company, gives them the orders, and has executed on his own the urgent repairs and other repairs 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 costs and 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 may also decide 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.

Failing payment within thirty days of the date of dispatch of the call for funds, the sums due shall be increased, automatically and without prior notice, by interest at the rate of 10% per month, as well as a fixed and irreducible compensation of 50 € in principle as damages and interest and criminal clause.

If 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 settle of the due within the week of the notice.

### **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 antennas/ Fiber connections**

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

1. The subscription to the water service for the common parts of the complex is subscribed by the management committee.

2. 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.

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

Unless waived by the management, the occupants cannot:

1. Assign their said garages to any destination other than vehicle parking;
2. Demarcate or close the site with masonry work.
3. Do on the location of their garages and generally on a visible part, no publicity whatsoever.
4. to proceed in garages to no public exhibition or sale of vehicles or to assign them to a taxi operation.
5. Inconvenience other occupants of car spots by splashing water when washing vehicles.  
(The washing of parked vehicles will be done outside the complex.)
6. Introduce other fuel into their garage, other than that contained in the tank of the vehicle.

#### **Occupants must:**

- (a) Prohibit the use of audible warning devices, especially between 24:00 and 07:00, engine hum, free exhaust, and combustion of oil and gasoline.

b) Keep free access at any time and do not park there.

c) In general, avoid any disturbance to the other occupants of the garages

d) 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 is to allow a possible evacuation.

## **SECTION XII: GENERAL PROVISIONS**

### **ARTICLE 29: Disputes**

1. In case of disagreement between the owners and the President, the dispute will be settled by the general assembly of owners.

2. 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

For the community

OASIS BEACH XV