

**STATUTES OF THE COMMUNITY OF OWNERS OF THE
RESIDENTIAL COMPLEX "OASIS CALETA", LA CALETA DE ADEJE,
ADEJE (TENERIFE)**

CHAPTER I: GENERAL DISPOSITIONS

ARTICLE 1º: Constitution.-

The present Community of Owners is constituted by the three phases making up the Private Residential Complex "Oasis Caleta", situated in La Caleta de Adeje, Tenerife and finally by all and each of the owners of the properties included in each of these phases, that means forty properties making up the First Phase, ninety properties making up the Second Phase and the fifty three properties making up the Third Phase, which are making a total of one hundred eighty three properties that are joining together as one Community of Owners, called "Oasis Caleta". This Community of Owners will be ruled according to the article 396 of the Civil Code, to the Law of the Horizontal Property (Law 49/1960, of July 21st, with the applied modification of the Law 8/1999) and other dispositions applicable as well as the present Statutes.

ARTICLE 2º: Object.-

The present Statutes have as a main purpose to settle the rules of constitution and application of the rights and dispositions not forbidden by Law, according to the proper use or mean of the building, its different exclusive units, community areas, installations, facilities, fees, administration, insurances, conservation and maintenance.

Moreover, the present rules will have to settle the coordination of all the phases making up the Complex, by unifying them into one community of owners having this way the best arbitration possible in matters such as general fees of the Complex, which specific fees belonging to each of the phases, how to distribute the community budget on each item, to the three phases, how to establish the participation quote on the general board and so on.

ARTICLE 3º: Residential Purpose.-

The buildings making up the Complex have a residential mean, and for this purpose, all the owners must totally respect this primary use of the Complex, by not allowing any kind of activities, works or making any alteration to the residential structure.

CHAPTER II: EXCLUSIVE MEANS

ARTICLE 4º: Exclusive rights of the property means.-

The owners of each independent property being part of the complex, has exclusive rights of within the property.

Within the Complex, it is considered an independent property thus within the limited area subjected to separate use with architectural elements and installations of any kind. They are excluded the master walls and the party walls, the water and gas pipes, telephone and electrical wires even if they are going through the interior of the boundaries walls.

ARTICLE 5º: Owners rights on the exclusive means and elements.-

Are considered rights on the private property the following:

- ❑ Right to the fully use of its exclusive property and the community area the way the owner considers more suitable with no more limits and prohibitions than the ones established by the Law in force and the present Statutes, as well as the legal agreements approved by the Community of Owners Board, and always in the respect of the residential purpose of the Complex.
- ❑ Right to freely use his independent property with no limitations. Nevertheless he can only use his quote in the community area together with his private part in the building.

ARTICLE 6º: Owners obligations on their exclusive means and elements.-

Each owner, in relation to his property and to the use of his exclusive property means, he is obliged:

- ❑ To pay taxes and fees of any kind, on his property and use of the exclusive property means.
- ❑ To respect the residential purpose of the Complex, where activities, works of any kind which are disturbing the noise level quietness of the Complex are forbidden, especially on night time between 23:00 and 8:00 hours.
- ❑ Not to use the swimming pool between 22:00 and 08:00 hrs.
- ❑ To contribute to the community fees according to his quote on the community area.
- ❑ To deposit debris and rubbish in the place and at the time established by the Community.

- ❑ To avoid any kind of activities which can result harmful, uncomfortable, noisy and unhealthy, dangerous, immoral or illegal considered.
- ❑ Any kind of works within the property will have to be approved according to the Law 49/1960 of the Horizontal Property, modified by the Law 8/1999, and especially according to the present Statutes which establish that any kind of works will have to be carried out without causing any alteration to the noise level quietness of the Residential Complex and only from Mondays to Fridays working days.
- ❑ To accomplish the rest of the obligations, compulsory for the owners community according to the Laws and the present Statutes and Internal Rules.

ARTICLE 7º: Specific owners obligations.-

Besides the general obligations established according to the Article 6º of the present Statutes, are considered specific obligations of the properties owners' the following:

- ❑ Not to hang any linen, towels, carpets or any other kind of clothes on windows and terraces annexed to the property, or to install individual aerials or parabolic aerials in the same terraces and windows. These individual and parabolic aerials cannot be installed on the roof or in the common areas either.
- ❑ To respect the right to rest of the others community owners, especially between 23:00 and 8:00 hours.
- ❑ Not to run the property on "time sharing", or using it for renting on the same or similar terms as above.
- ❑ To use the property only for the purpose it has been built, which is a residential purpose, being forbidden in there, any other professional, commercial or industrial activities that can disturb the Complex noise level quietness or that can result harmful, uncomfortable, noisy and unhealthy, dangerous, immoral or illegal.
- ❑ According to what established on the previous point, it is strictly forbidden, by way of declaration but not limitation, to give use to the properties for industrial, commercial activities or for teaching music, taping, canto, dance and similar, to hosting, to run as hotel or tourist exploitation use, prostitution or night – club, music bar, sex shops and so on; or to use them as factories or repair shops which will affect for their noise level, to the quietness wanted by the community of owners in their properties.

- The attics' owners, once having the correspondent municipal licence and the habitability certificate, could never close the terrace areas over the limits of the pergolas installed in it, and according to what the correspondent town-planning regulations establish on the matter.

ARTICLE 8º: Renting the properties.-

The owner of each property can rent it to anyone he consider convenient to him, whenever the rent is for the same use as mentioned above and in the respect of the residential purpose of the complex and in the respect of the other owners' rest, and when it does not infringe the present statutes and it is according to the Law of the Horizontal Property or any other Law that can be approved in the future..

Are established therefore, by way of declaration but not limitation, the following specified obligations on the matter:

- Not to rent the property for a number of people superior to the capacity of the house.
- Not to divide the property in smaller accommodations in order to turn it into various renting houses.
- Not to sublease by subdivision of the property.
- Due to the purpose of the complex, being considered as residential for housing only, it is strictly forbidden to use the properties for tourism accommodations and / or to run the same renting activities which are breaking the Law in force. That means it is not allowed to rent the properties for short periods of time inferior to six months rent.
- In the same way, it is strictly forbidden to rent the properties to third people in order to let them rent it to other third people for hosting or tourism accommodation.
- The owners who break the prohibition contained in arts.3 and 8 of the Statutes will be deprived of access to the community pool. The president of the community, once the prohibited activity is verified, will require the person to cease the activity, under penalty of deprivation of access to the community pool. If the violator disregards the requirement, without prejudice to the exercise of the cessation action provided for in art. 7.2 LPH, the President will proceed to block the access keys to the swimming-pool that have been delivered.

ARTICLE 9º: Specific obligations of the properties' owners concerning the storage rooms annexed to them.-

The owners of the storage rooms, no matter if these are annexed to their property or considered as independent property itself, besides the general obligations established on the article 6º of the present Statutes, will have to observe the following obligations:

- Using the storage rooms only for their proper use, being forbidden in there, any other professional, commercial or industrial activities that can disturb the Complex noise level quietness or that can result harmful, uncomfortable, noisy and unhealthy, dangerous, immoral or illegal.
- Not to store any materials or unhealthy, harmful, dangerous substances or that can cause annoyance to the rest of the owners.
- Not blocking the access areas to the storage rooms

ARTICLE 10º: Specific obligations of the owners concerning the garages and the external parking places, annexed to them.-

The owners of the garages or the external parking places, no matter if these are annexed to their property or considered as independent property itself, with reference to the parking garages and external or internal parking, will have to observe the following obligations besides the general obligations established on the articles 6º of the present Statutes:

- Using them only for their proper use, being forbidden in there, any other professional, commercial or industrial activities that can disturb the Complex noise level or that can result harmful, uncomfortable, noisy and unhealthy, dangerous, immoral or illegal.
- Not to store any materials or unhealthy, harmful, dangerous substances or that can cause annoyance to the rest of the owners.
- Not parking or blocking the turning and manoeuvre area.

CHAPTER III: COMMUNITY AREAS

ARTICLE 11º: Community areas of the Private Residential Complex.-

With independence to the common areas of each phase, it is considered common area of the Private Residential Complex "Oasis Caleta", all of them that are of common use to the three phases, and that can be listed below by way of declaration but not limitation:

- ❑ The access paths around the Complex, as well as the manoeuvre and turning areas, no matter if are the internal situated in the basement or the external leading to the external exclusive parking which is in front of the blocks 5 and 6.
- ❑ The drives, paths, and gardens of the complex.
- ❑ The swimming pool, the pumping room, toilets and annexed areas.
- ❑ The external parking situated in front of Block 1, which is being used, in order not to be considered an exclusive mean in the constituent title deed, only by visiting means.
- ❑ The power unit, the fire unit and the water pumping set, toilets, gardening storage room, the maintenance storage room, the community hall, situated in the basement under Block 1.
- ❑ The telecommunication equipment of the Complex made of the RITI, in the basement of Block 1, and of the RIS, on the top of this Block.
- ❑ The water tank situated on the basement under Block 1.

ARTICLE 12º: Community areas and general rules of use.-

The use of the community areas no matter if they are common to the entire Complex or just within each of the phases, will be ruled according to the following general dispositions, and not to the detriment of what establish the Law of the Horizontal Property and to what has been established with reference to the exclusive property means.

- ❑ Each owner is free to use the community area for his own pleasure with no more limitations than the ones established by Law and the present Statutes and according to what can establish the Community of Owners Board.
- ❑ It is forbidden any activities obstructing the way within the community areas.
- ❑ Any kind of debris and rubbish belonging to each owner will have to be deposited only on the area designated to this use by the Community.
- ❑ Owners who owe two or more community fees will forfeit their right to use the pool. The community will proceed to block the key or medium in control of the access that is in operation at that moment for as long as the owner or owners do not regularize their payment situation.

For any thing not mentioned in this article, the Community of Owners will have to rule the use of the community areas.

CHAPTER IV: MEMBERS OF THE BOARD

ARTICLE 13º: Members of the Board.-

The officers of the Community of Owners are the following:

- a. The Owners Committee.
- b. The President and if necessary, the Vice presidents.
- c. The Secretary.
- d. The Administrator.

Even though the Owners Committee can approve by majority that the secretary and the administrator can be the same person, it is strictly forbidden that the person elected as President can be at the same time the Secretary and/ or Administrator.

ARTICLE 14º: Running of the Owners Committee and election of the ruling officers.-

To the General Meeting of the Community of Owners can take part all the owners of the properties making up the three phases of the Complex, which means that as there is only one community of owners for all the three phases, there will be only one General Meeting which will vote for one President, and if necessary a Vice President, and only for one Secretary and/ or Administrator. This way, it is excluded any other groups existing of community of owners according to the article 24.2.b) of the Law of the Horizontal Property.

Even if each of the one hundred eighty three properties making up the complex, owns two quotes assigned on the constituent title deed, it is clearly established that when it comes to designate the officers of the Members of the Board, or to approve any other kind of agreement by the general board, it will be only considered the second quote assigned, that is to say the one referred in the constituent title deed to the community expenses fees of the complex. In order to reach the quorums of assistance and constitution, as well as to reach the majority and /or the totality needed for an agreement, it will not be taken into account the first quote assigned in the title deed but the second one mentioned before. On the other side, this first quote will be considered only to calculate the participation of each unit to the phase individual expenses which belongs to.

CHAPTER V: COMMUNITY FEES PAYMENT

ARTICLE 15º: Community fees of the Complex and Community fees of each of the phases of the Complex.-

15.1.- Are considered community expenses of the complex, those corresponding to the conservation and maintenance of the common elements of the same, being shared among the three phases, already listed, by way of declaration in the article 11 of the present statutes.

More over, as all the access areas, as well as drives and manoeuvre and turning areas have been considered as common elements of the complex, it will be considered common expenses the conservation and maintenance of the main access door to the complex and the car access to the basement situated on the block 1, 2, 3 and 4.

Finally, it is also considered, by way of declaration, as common expenses of the complex, the amount due for the insurance of the complex, mentioned in the article 17 of the present statutes.

15.2.- On the other side, are considered community expenses of each of the phases, those corresponding specifically to each of the blocks of each of the phases, by way of declaration but not limitation, all the expenses of conservation, maintenance and/ or replacement of the lifts of each phase and the external painting expenses of the blocks in each phase.

ARTICLE 16º: Community budget.-

In order to elaborate a budget of the incomes and expenses of each financial year to be approved by the Community of Owners General Board, only one budget will be made, whereas the common expenses fees of the complex (article 15.1) will be clearly separated from each of the phases common expenses fees (article 15.2), as already specified in the previous article.

Even though this budget will be approved by majority according to the second quote mentioned in the constituent title deed, in order to calculate the fees to be paid by each of the owner's property, it will be taken into account that for the payment of the community expenses corresponding to each phase, each owner will have to contribute according to the first quote assigned on the constituent title deed, while for the payment of the community fees of the complex on the whole, the amount corresponding to each of the owner it will be calculated on the second quote assigned. The final community fees amount to be paid by each owner will be the sum to be paid for each of the quotes corresponding to his property.

CHAPTER VI: ABOUT INSURANCES

ARTICLE 17º: Compulsory Insurance.-

The insurance, on the totality of the building, will be contracted by the Community of Owners. This insurance will include the fire risks as well as inundations and third party damages, being split the premium payment among the owners according to what established on the previous articles.