

# Troodos Hills Management Committee

## Regulations

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### Part A - General

#### Application

1. These Regulations relate to the development known as Troodos Hills, Erimi, in the District of Larnaca, Cyprus, and in particular the jointly-owned areas thereof (hereafter called 'the site'). The Regulations apply to owners (hereafter called 'unit owners') of the properties (hereafter called 'units') on the site, and represent also the constitution of its Management Committee.

#### Status

2. The regulations contained in this document reflect, are consistent with, and substantially reiterate the provisions of The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law, 1993 [Republic of Cyprus, 6(1) of 1993] (hereafter called 'the Law'), are drafted pursuant to Section 38R thereof, and consequently in accordance with Section 38S thereof they bind every unit owner and shall bind every subsequent unit owner. These Regulations were approved by the provisional Troodos Hills Owners' Committee in July 2008.

#### Purpose

3. The overriding aim of these Regulations is to facilitate:
  - a. the preservation and enhancement of the architectural, aesthetic and environmental integrity of the whole of the site;
  - b. the protection of the investments made by unit owners therein; and
  - c. the achievement of value for money contributed by unit owners.
4. These Regulations set out the way in which the Management Committee will operate, and the obligations, responsibilities and rights of unit owners, tenants and sub-tenants of the units at Troodos Hills.

## **Part B - The Management Committee**

### **Membership**

5. The Committee shall comprise seven owners of units at the site. At least one of the Members – and preferably two – should be owners who reside permanently at the site. All seven Committee Members will be entitled to vote on any issue.

### **Officers**

6. Specific Members of the Committee will be designated as Chair, Vice-Chair, Treasurer and Secretary.

### **Remuneration**

7. The Management Committee will consider whether any or all Committee Members should be remunerated, in which event the decision shall be referred to the owners for ratification by a majority of them at the earliest convenient opportunity.

### **Functions**

8. The Management Committee (by itself, or through its agents):
  - a. shall act on behalf of – and for the benefit of – the unit owners;
  - b. shall ensure that mechanisms exist to enable prompt attention to be given to any concerns of unit owners relating to the site;
  - c. shall be responsible for the implementation of these Regulations;
  - d. shall have the powers and obligations prescribed by the Law or these Regulations, and shall exercise the powers and carry out the duties by virtue thereof;
  - e. may sue and be sued in relation to any matter concerning the ownership of the site or part thereof;
  - f. may sue for and in relation to any damage or injury caused to the site by any person, irrespective of whether that person is an owner of a unit;
  - g. may enter into contracts in relation to any matter concerning the maintenance and management of the site;
  - h. may sue and be sued in relation to any matter concerning the application of the provisions of the Law or these Regulations;

- i. shall open and operate a bank account for the proper administration of its financial affairs.

## **Obligations**

9. The Management Committee is obliged:

- a. to control, operate, manage and administer the site and to do any act which is necessary for the implementation of these Regulations, and for the control, operation, management and administration of the site, and for securing the services prescribed by or by virtue of the Law or these Regulations;
- b. to maintain in good condition and operation and to preserve the site, improvements thereto, constituent parts and fixtures, as may be assigned to it or by virtue of the Law or these Regulations;
- c. to recognise and comply with the provisions of the Law insofar as it relates to the partial or total destruction of the site and/or of units thereon;
- d. to perform the duties imposed on it by the Law or these Regulations;
- e. to convene a general meeting of the unit owners at least once a year, and any other meeting prescribed by the Law or these Regulations;
- f. to comply with every notice, order or other decision of a competent administrative body, authority or person in relation to the site;
- g. to insure, and keep insured, the common areas on the site (but not for the time being individual units thereon) against fire, lightning and earthquake, with a licensed underwriter for the sum which the Management Committee considers as corresponding to its rebuilding value;
- h. to insure against any risks other than fire, lightning and earthquake subject to the agreement of a majority of the unit owners;
- i. to contract any insurance prescribed by the Law or these Regulations;
- j. to pay insurance premiums in relation to any insurance it contracts;
- k. to dispose of insurance money it receives as is prescribed by or virtue of the Law or these Regulations;
- l. to keep statements of income and expenditure and submit them for approval annually at a General Meeting;
- m. to keep all relevant receipts, copies of invoices, and other documents relating to financial business;

- n. to submit to unit owners every six months a statement specifying the expenses incurred during that half-year, their nature, and whether any Member of the Management Committee has contributed towards these expenses;
- o. to certify, upon request by a unit owner or by any person authorised in writing to act on his or her behalf:
  - i. the amount of the contribution of the owner of the unit;
  - ii. the manner of payment of that contribution; and
  - iii. the amount paid by that owner;

## **Powers**

10. The Management Committee (by itself, or through its agents) is empowered:

- a. to exercise all of the powers and carry out all of the duties prescribed by the Law or by these Regulations, together with any other powers or duties entrusted to or imposed upon it by the unit owners at a General Meeting;
- b. to establish and maintain a fund which in its discretion is adequate and which it may use:
  - i. for authorised management expenses relating to the control, operation, maintenance, administration and management of the site;
  - ii. for the payment of insurance premiums;
  - iii. for the execution or fulfilment of any function, duty or obligation it has; and
  - iv. to accumulate and invest a reserve of contingency funds for use in the case of essential and substantial expenditure, both anticipated and unanticipated;
- c. to prescribe from time to time the sums to be received for the purposes mentioned in the previous paragraph, and the time and manner of the payment of any money required to be paid by unit owners by virtue of these Regulations;
- d. to receive the sums prescribed in this manner by the imposition of a contribution on the unit owners by virtue of these Regulations;
- e. to recover by action from a unit owner any sum of money spent by the Management Committee for repairs or works carried out by it or at its discretion with the purpose of complying with any notice or order of an administrative body, authority or person in relation to part of the site including the unit belonging to that owner
- f. to demand the appropriate contribution as determined by the Committee in accordance with these Regulations;

- g. to employ persons or representatives and pay them a reasonable remuneration, as it considers necessary;
- h. to negotiate and finalise contracts with companies or individual employees whom it considers should undertake the required work on the site;
- i. to recover by legal action if deemed necessary the appropriate contribution from any owner of a unit at the time the determination of the sum is made and from the owner of the unit at the time that the action is taken, when both are responsible jointly and severally;

### **Standing Orders**

- 11. Standing Orders to ensure the proper and efficient conduct of Committee business are annexed to these Regulations.

### **Levels of Financial Authority**

- 12. Any expenditure up to €250.00 will need the signature of the Treasurer and one other Committee Member. Any expenditure of an amount higher than €250 must first be considered and approved by the full Committee prior to the cheque being signed by the Treasurer and one other Committee Member.
- 13. Every cheque drawn on the Committee's bank account must bear the signature of the Treasurer and one other Committee Member; if the Treasurer is not available, the Chair or Vice-Chair may sign instead of the Treasurer. In any event, the signature of a second, and different, Committee Member is required.

### **Records**

- 14. Every unit owner may inspect the record of decisions and minutes or Committee meetings at a reasonable time and having given at least one week's notice to a Member of the Committee.

### **Effect of Committee decisions**

- 15. All decisions of the Committee reached in accordance with these Regulations and filed in the record shall bind every unit owner, whether he or she was an owner of the unit at the time that the decision was reached, or whether he or she became a unit owner subsequently.

## Part C – Unit Owners and Occupiers

### Rights and Obligations

16. Every unit owner:

- a. is entitled to carry out alterations, additions or repairs to the interior of the unit he or she owns, and may merge or adapt units he or she owns so as to increase the total area. Provided that no such alteration addition or repair:
  - i. shall prejudice the rights of the owner of any other unit or interfere with its enjoyment by the owner of the other unit;
  - ii. shall affect in any way the site, its smooth functioning, or its enjoyment by unit owners or their tenants or guests;
  - iii. shall in any way affect the walls supporting adjacent units on the site and its external walls,
  - iv. shall endanger in any way the safety of any units on the site; or
  - v. shall affect its external appearance in any way.
- b. has personal responsibility to the other unit owners and to every third party for each contravention of any provision of these Regulations by himself or herself, and by every leaseholder, lessee or occupier under licence or any agreement relating to his or her unit, whether with financial consideration or not; and also for any deterioration of the condition of, or of any damage to, the site or any part thereof that was caused by any act of the unit owner or the leaseholder, lessee or occupier under licence or any agreement
- c. has the right to require through the Management Committee or, if the Management Committee refuses or neglects to act on his or her behalf, directly from the contravening unit owner, that a contravening owner reinstate or otherwise rectify or remedy every damage that was caused by the contravention of any of the provisions of these Regulations.
- d. shall, upon taking possession of a unit, be obliged to pay to the Management Committee or its agents the sum of money which is to be prescribed in accordance with these Regulations, which shall represent his or her share of covering the management and administration expenses relating to the site.
- e. shall pay to the Management Committee or its agents the total sum prescribed in accordance with these Regulations, and every person who subsequently becomes an owner of a unit shall have the same obligation to contribute the prescribed sum.

- f. Is entitled to inspect, at a reasonable time and having given reasonable notice, the income and expenditure statements and relevant receipts, copies of invoices, and other documents relating to financial business.

17. Every unit owner is obliged to:

- a. allow the Management Committee and its agents at reasonable times and after giving reasonable notice (save in urgent cases) to enter his or her unit in order to inspect, maintain or repair pipes, wires, cables and ducts of the unit which may be used in relation to the enjoyment of any other unit or part of the site, or for maintenance or repair, or in order to secure compliance with these Regulations;
- b. carry out promptly all work imposed on him or her by an appropriate administrative body, authority, or person in relation to his or her unit other than work in relation to the site generally, and to pay every tax, duty or charge which has been levied in relation to the unit;
- c. repair and maintain his or her unit and keep it in good condition;
- d. ensure that any agreement he or she may enter relating to a lease, licence or any other arrangement for the short-term or long-term occupation of a unit, shall include a term with express notification to the other party to that arrangement binding that party to the unconditional acceptance of the provisions of these Regulations;
- e. recognise and comply with the provisions of the Law insofar as it relates to the partial or total destruction of the site and/or of units thereon;
- f. pay promptly every sum which he or she is required to pay by virtue of these Regulations or the Law;
- g. immediately notify the Management Committee or its agent of any change of ownership, possession or use of his or her unit;
- h. notify the Management Committee if his or her unit is likely to be unoccupied for a period exceeding three months;
- i. ensure that his or her vehicle, or any vehicle used by those visiting his or her unit, is parked only in the designated parking space for that unit, and that it does not prevent access by emergency services vehicles to any part of the car park area;
- j. observe such requirements relating to the use of the communal swimming pool as the Management Committee may in due course determine.

18. No unit owner or occupier shall:

- a. use any unit for illegal purposes;
- b. use any unit for any purpose which may create noise, bad odour, or other nuisance, or which may prove to be harmful to the health, or dangerous to the safety, of those

unit owners, leaseholders, lesser licensees, occupiers, or those who use any other units on the site, or to the occupants of premises which are adjacent to the site, or which are inappropriate in terms of morals or decent behaviour

- c. use any unit or any part of the site in such a way as to affect the appearance or aesthetics of the unit, or any other unit, or the site, or the unobstructed and uninterrupted use by any of the unit owners, leaseholders, lesser licensees, occupiers, or those who use any other units on the site;
- d. alter the use of his or her unit to another one which is contrary to these Regulations or is prohibited by them;
- e. move, replace, destroy, damage, or in any other way interfere with any part of the site;
- f. post up, expose, or place any object or item of clothing from a balcony, verandah, roof, fence, door or window, or from any other external part of a unit or the site generally, or from any part of the site so as to be visible from outside;
- g. desert, abandon, place or keep any object at the main entrance to the site, or at any staircases, stairhead, corridor, roof or any other part of the site;
- h. alter the colour of windows, doors, balconies, verandahs, fences or external walls of the site, and in general of any structure on an external wall, surface or any part of the site;
- i. post up, place or allow the posting up or placing of any billboard, poster, advertisement, announcement, neon sign or notice of any kind on any external part of buildings or any other part of the site, or on the roof or any window, in such a manner as to be visible from the outside;
- j. possess, store or use any objects or substances which may disturb other unit owners, leaseholders, lesser licensees, occupiers, or those who use any other units on the site, because of the smell, smoke, soot or dust emerging from or produced by them, and in general any flammable or dangerous objects or substances, or do anything which may affect or cancel any fire insurance relating to the site or increase the premium of such insurance;
- k. use solid fuel for the preparation of food or for heating purposes;
- l. put into a sink, toilet, basin, bidet, shower or bath or in the sewerage system any compact or useless objects, or objects including toilet paper, children's nappies, and sanitary towels), that might otherwise block ducts or pipes or pollute the atmosphere or from which flammable or dangerous gasses may emerge, or put into the pipes or ducts anything that might cause damage to them;
- m. place useless objects or garbage anywhere other than in rubbish containers provided, or at other places specifically provided for this purpose;



- n. hang, shake, brush, clean or beat carpets, pillow, or other household items or clothing from any balcony, verandah, roof, fence, stairhead, door, or window of any unit or from any other part of the site;
  - o. keep any animal in any unit, provided that a unit owner may keep one domestic animal which does not cause any disturbance or offence to other unit owners or other persons on the site or contravention of any Law or Regulation which may be in force;
  - p. permit singing or the playing of any music or mechanical instrument or the use of any sound-producing equipment, television or recording apparatus in such a manner as to disturb any owner, leaseholders, lesser licensees, occupiers, or those who use any other units on the site, or the occupants of premises which are adjacent to the site;
  - q. place or set up tents or air-conditioning units on a balcony, verandah, roof, door, window, skylight, wall or other external surface of a site unit, or above or below them, without the prior written consent of the Management Committee in relation to their size, colour, shape and position.
  - r. erect, expose, place or post up, or permit the erection, exposure, placing or posting up outside a unit or on any external part of a unit, building or other part of the site, a radio or television antenna or a wire or pole or any other apparatus or object, without the prior written consent of the Management Committee in relation to their size, colour, shape and position.
  - s. place or plant any plants on a balcony, verandah, roof, window, wall, or other external surface of the unit or any other building on the site that inhibit the owners or users of other units on the site;
  - t. pour or allow the pouring of water or other liquids from his or her unit to the units of the other unit owners or any building on the site;
  - u. park anywhere on the site any large vehicle of a commercial or industrial nature.
19. All of the rights and obligations of the unit owners which emanate from the provisions of these Regulations shall continue to belong to and burden the owner of every unit, whether or not the unit is possessed or used by its owner or any person deriving his or her rights from the unit owner.
20. If a unit is not being used or remains unused for any period of time, the unit owner shall nevertheless remain responsible for the fulfilment of each of his or her obligations, and for the payment of the expenses corresponding to that unit as prescribed by these Regulations.

## **ANNEX – Management Committee Standing Orders**

1. The Troodos Hills Management Committee is established under these Regulations (consistent with the relevant Law of Cyprus).
2. In the event that it is not possible for elections to the Committee to take place, a temporary Management Committee may be appointed in accordance with Section 38V of the Law.
3. This paper sets out the procedures that apply to meetings of the Committee.

### **Committee Membership**

4. The Committee comprises seven Members as prescribed in the Regulations. If possible, at least two of the Members must be resident unit owners. All Members must be elected by unit owners, as set out below.

### **Election of Members**

5. Committee Members will be elected at a General Meeting by a majority of unit owners.
6. Committee Members may be re-elected for subsequent terms of office.

### **Chair and Vice Chair**

7. At the last Committee meeting before the term of office of a current Chair expires, election of the next Chair shall take place.
8. The process of election for Chair will be as follows:
  - a. The Secretary will seek nominations from Committee Members, at least one month before the relevant meeting. Nominations may be made in person at the meeting or in writing to the Secretary in advance of the meeting. Any Member may propose another Member as Chair, and a third Member must second the nomination at the meeting itself for it to be valid.
  - b. Each candidate who has a valid nomination will be asked if they wish to make a short statement to the meeting.
  - c. Members who are absent from the meeting may be put forward for election, provided they have indicated to the chair of the meeting their consent to being nominated. A statement by such a candidate may be circulated at the meeting.
  - d. Election will be by absolute majority, as follows:
    - i. Members must not cast more than one vote for any one candidate;
    - ii. A Member may not vote for himself or herself;
    - iii. Members who are not present may vote by written proxy via the Secretary;

- iv. Once the first set of votes has been cast, the candidate with the lowest number of votes will be excluded;
  - v. In the event of a tie, the Committee will decide on its procedure thereafter.
  - vi. If it is the case that there is only one candidate, then that person will be declared elected.
9. The duration of the office of Chair and Vice Chair will be three years (unless the Member concerned ceases to be a unit owner or resigns or is removed from the position of Chair/Vice Chair before the end of the period).
  10. For cases in which a Chair/Vice Chair ceases to be a Member, the above process will apply, as the first item of business, at the next Committee meeting following the vacancy arising.
  11. The above process in paragraph 8 will also apply to the election of Vice Chair, which shall take place after the election of Chair if both posts are to be decided at the same meeting.
  12. A Chair or Vice Chair can be removed from office if a majority of Members support a motion to that effect. Notice of the wish to bring forward such a motion must be made to the Secretary by at least 3 Members.
  13. In any vote at an ordinary or General Meeting, in the event of an equal number of votes being cast the Chair shall have a second or casting vote, save that this provision shall not apply in relation to any vote relating to the election of a Chair or to any vote of censure of the Chair.

#### **Proxy**

14. The appointment of a proxy must be made in a document signed by the person who appoints a proxy, or by his or her lawful representative.
15. The proxy may be general, or appointed for a specific meeting or a specific agenda item.
16. The proxy does not have to be a unit owner.
17. When a unit belongs to more than one unit owner, the co-owners may by a document signed by all of them or their lawful representatives, appoint one of them or any other person to act for them as a proxy.

#### **Quorum**

18. The quorum of the Committee at its ordinary meetings will be three Members. This will apply regardless of vacancies in membership. No business will be transacted at a Committee meeting unless a quorum is present. If the chair of the meeting finds, during a Committee meeting, that the number of Members present has reduced below the quorum, the meeting shall end at that point. All attendance and absences shall be recorded in the minutes of the meeting.

19. Participation will normally be in person, but may exceptionally (with agreement of the chair of the meeting) be by telephone. In these cases, such Members will be deemed to be present and constitute part of the Committee for the purpose of the meeting.
20. People who are not Members of the Committee may be invited by the Chair to attend for all or part of the meeting, but they will not be entitled to vote.

### **Schedule of Meetings**

21. The Committee shall approve in advance of each calendar year a provisional set of dates and venues for its Committee meetings.

### **General Meetings**

22. The first General Meeting of the Committee shall be convened within three months of the date of registration of these Regulations.
23. Every subsequent General Meeting shall be convened once a year, with a maximum period of time between meetings of fifteen months.
24. For every General Meeting, at least twenty-eight days' notice must be given to all unit owners which shall prescribe the place, date and time of the meeting and, in the case of special business, its nature. In the event of accidental omission to give such notice, or in case any unit owner does not receive such notice, no proceeding at such meeting shall be rendered void.
25. Notice may be given by post, or by electronic mail, or by telephone, or by delivery by hand. However, a notice posted in a conspicuous place on the site shall be considered as having met the requirement to give notice to every unit owner one day after its posting.
26. Notice of any General Meeting will be accompanied by notice to every unit owner of the facility to appoint a named person to act as proxy on his or her behalf for the purpose of constituting a quorum, and addressing the meeting and voting on his or her behalf
27. The Chair may convene an Extraordinary General Meeting of the Committee when it appears to him or her that an item of business requires urgent attention. In the absence of the Chair, such a meeting may be convened by the Vice Chair. Any Management Committee Member may request that such a meeting be called, but in this circumstance the final decision rests with the Chair (or Vice Chair in the absence of the Chair)
28. If a request for an Extraordinary General Meeting is made in writing to the Chair, Vice-Chair or Secretary by at least at least 25% of the unit owners, such a meeting will be convened. If such a meeting is not convened within one month of such requirement, the unit owners who required it may convene the meeting themselves.
29. Unless otherwise specified in the Law or these Regulations, no business shall take place at any General Meeting if there is no quorum of the people who are entitled to vote at the time when the meeting deals with the business. There is a quorum if there are present, in person or by proxy, 50% of the unit owners.

30. Decisions taken at a General Meeting are taken by a majority of votes of the persons present and entitled to vote, unless a larger or special majority is prescribed by the Law or by these Regulations, in which event no decision in relation to the matter is valid unless taken by the majority so prescribed.

#### **Unit owner attendance at Meetings**

31. Meetings of the Committee are open to the unit owners, unless there are good reasons to the contrary. The Secretary is charged with advising on such matters.

#### **Committee Papers and Agenda**

32. The agenda for a Committee meeting will be determined by the Chair and Vice Chair. Members may, with the agreement of the Chair and Vice Chair, present issues to a Committee meeting, in which case it will be included on the agenda.
33. Committee papers will be assembled and distributed by the Secretary, and considered and approved by the Chair prior to submission to the Committee.

#### **Unit Owners' Issues at Ordinary and General Meetings**

34. Any unit owner may raise an issue or put a question to the Chair at a meeting of the Committee, under the standing item "Unit Owners' Issues" if they consider the matter is of significant interest and relevance to the Committee as a whole. Such issues/questions should be notified to the Chair no less than 14 days in advance, wherever possible in writing. The Chair will determine whether the issue/question should be dealt with during the meeting, and inform the Member accordingly. The Chair's decision will be final.
35. On questions of order, the Chair's ruling will be final.
36. Any decision imposing on any unit owner obligations or payments of any kind or extent which are not provided by the Law or by these Regulations or which alters his or her rights is not applicable in relation to that unit owner unless he or she consents to it.

#### **Chairing Meetings**

37. At a meeting of the Committee, the Chair will preside. In his/her absence the Vice Chair will preside. If neither is able to be present, the Chair will indicate which other Member should preside. If no advice from the Chair is available, Committee Members present will choose by majority vote of those present that one of their number will preside.
38. Committees will be chaired by the person agreed by the whole Committee as the chair of that committee; and his/her absence, by the Vice chair who is also agreed by the whole Committee.

#### **Committee Decisions**

39. Decisions of the Committee will generally be by consensus of attending Members. A Member departing early will be treated as a non-attending Member for the purpose of any decision taken after the time of departure. A Committee Member may have his/her dissent recorded to a decision of the Committee provided he/she has attended for the whole of the

discussion and decision, and asks to record his/her dissent immediately after the decision is concluded.

40. Written comments on agenda items submitted by Committee Members who are not attending will be circulated to the other Committee Members.
41. Exceptionally, if a Committee decision is required urgently and it is not possible to convene a meeting, the matter will be dealt with through correspondence or face-to-face or telephone contact between those who are available. The decision to do this will be made by the Chair or Vice Chair. In such circumstances, views will be sent to the Chair (or Vice Chair, as appropriate). The decision will be ratified at the next Committee meeting.
42. At Committee meetings, the Chair will determine whether it is necessary to take a vote in order to reach a decision. Decisions will be reached by simple majority following a vote (with the Chair having the casting vote in cases of a tied vote) on the following occasions:
  - a. when the chair detects that there is a body of opinion among Members who either disagree with a proposal or have expressed reservations about it and no clear consensus has emerged;
  - b. when a Member requests a vote to be taken and this is supported by another Member in attendance;
  - c. any other circumstances where at the chairman's discretion it is felt that a decision should be preceded by a vote.
43. Only attending Members will be able to vote, and generally this will be done by a show of hands. However, subject to the approval of the Chair a vote submitted by telephone, e-mail or proxy will be counted as a valid vote.

#### **Declaration of Interests**

44. Any Committee Member who might have a personal prejudicial interest in a matter under discussion – for example, a personal relationship or professional connection with a potential contractor – must declare that interest at the start of the discussion, and it will be at the Chair's discretion whether that Member should remain in the meeting, and – if the decision is positive – whether the Member should be allowed to speak or vote on the issue.

#### **Committee Minutes**

45. Minutes of all Committee and committee meetings will be taken by the Secretary. Taken in conjunction with the papers presented to the meeting, the minutes should provide a correct record of the meeting and the decisions reached, and sufficient detail to indicate the issues discussed in reaching those decisions.
46. Draft minutes will be approved by the Chair, and circulated to Members and unit owners (marked "to be approved at the next meeting") at the earliest reasonable opportunity.
47. Minutes will be approved at the following meeting, and signed by the Chair as a correct record (subject to any amendments agreed).

### **Suspension and Amendments of Standing Orders**

48. These standing orders may be varied, revoked or added to only by the Committee, and any such alterations will require the consent of the majority of Members present at such a meeting. Notice of the intention to bring forward proposed amendments to standing orders must be signified at the previous Committee meeting. Notwithstanding this provision, no standing order may be suspended or amended if this would contravene any statutory provision.

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