

# TURKISH CONDOMINIUM LAW

LAW NUMBER : 634

DATE APPROVED: 23.06.1965

DATE ISSUED ON THE OFFICIAL PAPER: 2.7.1965

RULE ENACTED : VOLUME 5 PAGE 2932

## Section 1. GENERAL TERMS & PROVISIONS

### A. CONDOMINIUM OWNERSHIP & PRIVATE EASEMENT

#### I- GENERAL RULES & TERMS

**ARTICLE 1** - According to the terms of this law condominium ownership rights can be established on separate or particular parts of the property (such as a flat, or apartment, office bureau, shop or store) which are available for use or will later be put in use by the real property owner or his associated owners.

As for the parts of the property mentioned in Article 1 of the law Private Immovable Property Easement Rights can be obtained by the owner or shareholders of the land in accordance with this law. It must also be noted that Private Immovable Property Easement Right obtained by the owner or shareholders of the land concerning any building or part of an immovable real property which is either under construction or will be constructed later. The Private Immovable Property Easement Rights concerning the parts in question will be entitled as the Condominium Ownership after the construction is completed.

#### II - DEFINITION OF SOME TERMS

**ARTICLE 2** – According to the Condominium Law:

a) The Main Landed Estate is the whole real property which is subject to the Condominium Law.

The Main Building refers only to the main construction itself.

Independent Part (s) means the part(s), available to be used either by itself or separately. Independent part is subject to independent ownership of the main property.

Additional Part(s) are parts despite being external to an independent part, allotted directly to that part.

Condominium Ownership refers to the ownership right established upon the independent parts.

Apartment Owner is the person who is considered eligible to have the condominium ownership.

b) Mutual Zones refer to the parts or areas, external to the immovable property, and they are to be preserved, benefited from, or used mutually.

Usage (the right to take the enjoyment of the property ownership) refers to the owners' or owner's rights to use the associate zones as well as the immovable

property itself.

c) (Amended act of date 13.4.1983-2814 / Article 1)

Immovable Property Easement refers to the easement rights that the owner or associate owners of a land has upon the independent parts of one or more than one constructions that are under construction or will be constructed on the land. People who are found to be eligible to bear the easement right of the immovable real property are called the owners of the immovable property easement.

d) Land share: On the basis of the law in question, land share refers to the allocation of associate ownership shares concerning the mutual land.

e) Contract (agreement); refers to the official 'title deed' which stipulates the establishment of immovable property ownership or easement.

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### **III. THE FEATURES OF IMMOVABLE PROPERTY OWNERSHIP AND EASEMENT**

**ARTICLE 3-** Immovable property ownership is a private ownership comprising immovable property ownership, land share, as well as the mutual zones of the main landed estate.

(Amendment of date:28.11.2007-5711/Article 1)

Condominium ownership and immovable easement are established by clearly indicating, in line with the collective ownership principles, the building plot share which has been allocated in its project proportionally with the values calculated according to the location and magnitude of each independent part of main real estate which is subject to this ownership. If the building plot shares have not been allocated proportionally with the shares of independent parts each condominium owner or immovable easement holder can apply to the court for re-arrangement of building plot shares. The building plot share which has been allocated to each independent part according to this paragraph shall not be able to be changed due to future increases or decreases in the values of said parts. The provisions of Article 44 are reserved.

Immovable property easement is a kind of easement type which depends on the land share and it is, according to the conditions set forth in this Law, converted to the condominium ownership upon request of land owner or collective owners owning the immovable property easement, or one of them, from land register office after the occupancy certificate is received

### **IV- MUTUAL ZONES**

**ARTICLE 4-** Mutual zones can be made more explicit by means of a contract or agreement.

The places and things enlisted below are considered as mutual zones under every circumstance.

(Amendment of date:28.11.2007-5711/Article 2)

1. Foundations, main walls, "cross beams, columns, and curtain walls which constitute the load bearing system and other elements of load bearing system" party or joining walls which separate the independent parts , ceilings, and floors, gardens, main entrance gates, entrance corridors, stairs, elevators, corridors and if available sinks and WCs, rooms or flat belonging to the cleaning staff of the building, laundry rooms or laundry rying rooms( if available), parking grounds, special room for the heating system equipment, box rooms and closed areas in which electricity and water clocks are situated, fountains or water depots, or water depots equipment areas.

2. Waste water or other waste drains and systems excluding the parts belonging to each flat owner, shared antennas or cables for TV or radio stations, hot and cold air pipes.

3. Roof, chimney(s), terraces of the mutual zone, rain gutters, fire exits and external stairs. Other parts or things which haven't been mentioned above but are essential for mutual use and preservation are to be included within the scope of the mutual zone.

App. 2, 3, 4, 5, 6

### **B) – JOINTS**

**I- Joints between free zones and land share.**

**ARTICLE 5-** In case of transfer or inheritance of the property estate ownership, the related land share is passed as well.

Unlike condominium ownership and immovable easement, land share can not be transferred by inheritance and can not be registered with another right. Nor can landshare be transferred solely. Without the transfer of condominium ownership and immovable easment, this is out of the question.

Under no circumstances can land share be excluded from the main landed estate unless it is attached to the condominium ownership or immovable easement.

As for the main landed estate, no land share can be excluded from any attachment to condominium ownership or established immovable easement.

All rights registered on condominiums have binding registration features upon the land share. No kind of easement having no relation to this right can be established on the land which is subject to immovable easement.

Before the condominium is established, all immovable property rights which have had been entered into the official record or been annotated on the official register page are automatically registered, proportional with the proportion of land share.

## **II. CORRELATION BETWEEN MUTUAL ZONES AS WELL AS THE INDEPENDENT AND ADDITIONAL PARTS**

**ARTICLE 6** - Additional parts such as coal or water depots, garage, electricity, gas or water meter cages and toilets are not included in the independent parts, but they are considered as the complementing joints of the independent parts that they belong to. It is for this reason that the owner of the particular part is

considered as the sole owner of the additional parts.

Additional parts are registered in the declaration section of the immovable property official register and those parts excluding the grounds of the main building are shown separately in the Cadastre Plan or in the title deed (Tapu) map.

Concerning the independent parts, establishment of any sort of easement which does not comply with the rights of apartment owners or condominiums is out of the question.

In case of rental, transfer or registry of the independent parts to someone else, the additional parts as well as the mutual ones will automatically be transferred, registered or rented to that person.

### **C) ABROGATION OF PARTNERSHIP AND THE RIGHT OF PRIVILEGED PURCHASE:**

**ARTICLE 7** -Demanding the abrogation of the act of being a shareholder, concerning the landed estate which is subject to condominium ownership or immovable easement is out of the question. However, it is possible to abrogate shareholdership for independent parts due to the fact that the independent parts,

like an independent landed estate, can be subject to a law suit.

## **II. THE RIGHT TO HAVE PRECEDENCE IN PURCHASE**

**ARTICLE 8-** (Amendment of date 13.4.1983 in clause 1-2814/ARTICLE 3)

If one of the independent parts of the land share with established condominium ownership or a land share with established immovable property easement which is sold, the other apartment owners or immovable property easement owners do not have precedence over the right to buy it.

On condition that one of the shareholders of the independent part sells his share to any of the others, the other shareholders gain the right to have precedence in purchase. A contrary term may be included, in order to implement the application otherwise.

### **D) IMPLEMENTATION OF THE GENERAL TERMS**

**ARTICLE 9-** Any conflict concerning the condominium ownership is to be resolved by the Civil Code or other codes, in cases when there is no particular term included in the contract among shareholders, or in the administration plan.

## **Section 2: THE ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND IMMOVABLE PROPERTY EASEMENT**

### **A) GENERAL RULE:**

**ARTICLE 10 –**

Both condominium ownership and immovable property easement rights are attained after the registration is accomplished into the land register, which is an official register kept of real property.

Condominium ownership right can not be attained on one particular or several parts of real property unless the ownership of the whole main landed estate is transferred into condominium ownership.

(Amendment of date:28.11.2007-5711/Article 3)

Same type of adjacent independent parts at the same floor or the floors or parts such as hotel, business or commercial place which form completeness in economical and usage purposes can be registered as a single independent part into condominium registration. To be able to make such a registration the appropriate modification document and occupancy certificate should have been given to the Title Deeds Registry Office.

Otherwise, the registration is carried out by means of a court decree, which is a judgment entered by a court. The details of that court decree are indicated below:

In no suit concerning the abolishment of shareholdership upon a landed estate on which immovable property ownership exist, may the judge decide that the ownership of the particular landed estate be shared among the shareholders separately taking the terms in Article 12 as a basis. Such a decision by the judge is sought in circumstances when one of the co-heirs or shareholders demand a particular division of the shares in which the independent parts of the estate are separately allotted on the basis of specified immovable property ownership.

Independent parts which have been assigned to the common benefit or whose income is used to meet common expenses are registered in the condominium ownership registration by writing in their owner part "the numbers of independent parts" which make benefit of them. This issue shall be shown in the part of statements of independent divisions.

## **B) OFFICIAL REGISTER OF THE CONDOMINIUM OWNERSHIP**

**ARTICLE 11** – (Amendment of date:28.11.2007-5711/Article 4)

Condominium ownership and property easement are registered into the condominium ownership registration which shall be kept according to the Title Deeds Registry Status. Unless otherwise expressed in this Law, the general provisions regarding registration are also applied to the registration transactions to be made according to the condominium ownership registration.

The condominium ownership and property easement at the places whose land registry has not been made yet are registered in the Condominium Ownership Minute Book to be kept distinctly according to the formula specified in Title Deeds Status.

## **C) THE ESTABLISHMENT OF CONDOMINIUM OWNERSHIP**

### **I. CLAIMS AND DOCUMENTS**

**ARTICLE 12-** (Amendment of date:28.11.2007-5711/Article 5)

For establishment of condominium ownership, regarding conversion of main real estate to the condominium ownership, owner or all stakeholders of that real estate should apply to the title deeds registry office with below mentioned documents:

a) The layout plan which shows the location of buildings, occupancy certificate, and architectural project which has been made by the designer architect of project, which has been signed by the owner or all stakeholders of main real estate, and which has been approved by the relevant public authorities to clearly show the exterior walls and interior divisions of building or buildings, measures of independent divisions, built on spaces and common places, building plot shares of independent divisions proportional with the values calculated according to their locations and areas, and building construction area of independent divisions.

b) A management plan which has been prepared according to the usage style of independent divisions, characteristics of buildings if there are multiple structures, and provisions of Article 28, and which has been signed by the owner or owners who constitute the association of apartment ownership.

c) The list in notarized document form which has been signed by the owner or all stakeholders of main real estate to show building plot share of each independent division, its type such as flat, residence or business place, their sequence numbers beginning from one, and built on spaces if exist."

## **II-CONTRACT AND REGISTRATION**

### **ARTICLE 13-** (The amendment date of Article 1: 13.4.1983-2814/Article 5)

The title deed officer, after making sure that all the documents submitted to him comply with the requirements and the regulations and that the people who submit the petition or the ones who make the claim are authorized, prepares the official contract for the establishment of immovable property easement or condominium ownership.

(Amendment of date:28.11.2007-5711/Article 6)

The statement "Property of this real estate has been converted to condominium ownership" should be written in the ownership cell of condominium ownership log page in which construction servitude is registered if the servitude status is changed to condominium ownership, or of title deed registry log page in which main real estate is registered if the condominium ownership is directly established during arrangement of agreement so that the page is closed to the transactions other than the servitude rights to be instituted against and in favor of main real estate and each independent division which is subject to condominium ownership is registered into a distinct page of condominium ownership log showing building plot share, plate, block, parcel, book, and page number of that division; in addition, the connection between logs is established by writing book and page numbers in condominium ownership log of independent divisions onto general log page in which main real estate is registered.

The registry record of the rights which are currently included in the page of main real estate, excluding servitude rights, is transferred into the page of independent divisions in condominium ownership log. After the ownership of main real estate is converted to condominium ownership the servitude rights to be established against and in favor of main real estate are also registered in the page of main real estate in title deeds registry log and condominium ownership is indicated in the statements cell of condominium ownership log."

(Amendment of date 13.4.1983-2814/Article 5)

Upon his own request, the immovable property owner can be provided with an approved copy of the project concerning the independent part belonging to him. (the project has been made explicit in Article 12 clause (a)of the law). The immovable property owner can also ask for the partitioned ownership document.

## **D) THE ESTABLISHMENT OF IMMOVABLE EASEMENT**

### **ARTICLE 14**

(Amendment of date:28.11.2007-5711/Article 7)

The building plot owner or stakeholders who desire to establish immovable easement on a building plot on which any building has not been constructed or its building has not been completed and to register this plot in the title deeds registry office should submit their demand with the project and plan which have been prepared according to the paragraph (a) of Article 12, management plan specified in line with the paragraph (b) and list mentioned in the paragraph (c). In transition to condominium ownership a distinctly prepared management plan is not required.

For immovable easement on a land to be established, it has to be indicated on the declaration column of the book of register on which the land is registered. For this registration to be established, the land share which is demanded to be allotted on the related independent part should also be indicated in the contract or petition. After the completion of the construction with respect to the submitted project, the numbers given to the independent parts as well as the additional parts attached to those independent parts are shown on the declaration column of the land register book, if those parts are to be subject to apartment ownership. After the completion of the construction, when one of the owners of the immovable easement right demands the transfer of immovable property easement into condominium ownership, the registration is carried out with respect to the official contract concerning the immovable property easement, and the documents enlisted in Article 12 of the law, as well as the municipality approval of the previously submitted plan which should be in compliance with the law concerning the independent parts of the main landed estate.

(Amendment of date:28.11.2007-5711/Article 7)

For the main real estate with immovable easement whose structures have been completed, the transition to condominium ownership should be completed in one year from the certification of occupancy (Iskan). Each property easement right owner avoiding from completing or signing the documents which are specified in Article 12 that should be necessarily submitted to title deeds registry office in time to establish condominium ownership in spite of writing notification made by one of property easement right owners or manager is punished with the administrative fine at the amount of 1000 Turkish Liras by the municipality if main real estate is within the boundaries of municipality or by the relevant public authority for each independent division which belongs to him / her."

### **Section 3: THE RIGHTS OF THE APARTMENT OWNERS & THE RIGHTS OF THE IMMOVABLE EASEMENT OWNERS**

#### **A) THE RIGHTS OF THE APARTMENT OWNERS:**

##### **I. On the independent parts:**

**ARTICLE 15-** The apartment owners have all the rights and authority on their independent parts of the property. All their ownership rights are also reserved in the Turkish Civil Code.

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##### **II- On the mutual Zones:**

**ARTICLE 16-** Apartment owners, on the basis of mutual ownership terms, have the right to possess the mutual parts of the main landed estate with respect to the ratio of their ownership on the land share. Apartment owners have the right to use (namely 'usage') the mutual parts. The ratio of usage is

determined with respect to the ratio of the land share possessed by the immovable property owners. This ratio is valid unless stated otherwise in their contract.

App. 8, 9

#### **B) THE RIGHTS OF THE IMMOVABLE EASEMENT OWNER(S)**

**ARTICLE 17-** The immovable easement owners have the mutual right to bring a law suit and demand the payments they should be receiving for the construction to be completed on the shared land within the periods of time which was stated at the start, and completion dates indicated in the contract.

(Amendment of date 13.04.1983-2814, Article 7)

The immovable easement owner can appoint one or more than one person as the administrator for the construction to be completed. This appointed administrator can either be one of the immovable easement owners or someone else without immovable easement ownership in relation to the particular construction in question. Duty, authority, and the responsibilities of the immovable property owner's administrator apply to this appointed administrator as well.

(Attached annex of date: 13.4.1983-2814 Article 7)

In the case of landed estates for which immovable easement rights are established, if the construction is completed and the two-thirds of the independent parts are in use, condominium ownership terms are put into effect even if condominium ownership has not yet been established.

### **Section 4: THE DEBTS OF APARTMENT OWNERS**

#### **I. GENERAL RULE:**

**ARTICLE 18-** Apartment owners are mutually responsible from both the use of their independent, additional and shared parts in compliance with the requirements, and they are to pay the utmost attention in order not to disturb each other or violate each other's rights. Further more, they are legally obliged to

comply with the terms of the management plan.

The terms concerning the debts of the apartment owners are applied to the people who live in the independent parts or to the people having the right of residence or to the ones who take advantage of these parts continually in some way or another. Consequently, the people who do not pay their debts have joint and several liabilities upon the solidary obligation. Article 20 makes explicit the terms that apply to both expenditure and insurance premiums.

App. 10

## **II. MAINTENANCE AND PRESERVATION OF THE MAIN LANDED ESTATE LIABILITY ARISING FROM DAMAGE**

**ARTICLE 19-** The owners of the apartment have joint and several liability in preserving the strength, beauty, and architectural design of the main landed estate.

(Amendment of date:28.11.2007-5711/Article 8)

One of apartment owners, without written consent of four fifth of all apartment owners, cannot have the construction, repair and facilities, exterior calcimine or painting in different colors works made in the common places of main real estate. However, if it is determined by the court that any defect in common places or facilities will damage main structure or any independent division and it should be fixed or the main structure should be strengthened immediately, said consent of building owners is not necessary to execute this repair or strengthening operation according to its project and technical requirements.

Apartment owner, in its own independent division, cannot make any repair, facility or modification operation which may damage main structure. On connected places of independent divisions which are connected to each other by the means of ceiling, ground or wall the repair, facility and modification works which will not damage main structure may be made with the collective consent of owners of this division.

Each apartment owner is liable to the other owner(s), depending on the harm he causes to the main landed estate and its other independent parts.

App. 11, 12, 13, 14

## **III. PARTICIPATION IN THE GENERAL EXPENSES OF THE MAIN LANDED ESTATE**

**ARTICLE 20-** (Date of the amendment on clause 1: 13.4.1983-2814/Article 9)

Each owner of the apartment, unless stated otherwise in the contract signed between all those participating equally in the payment of any staff on cleaning, security and gardening;

- a) In accordance with the ratio of their land share, each owner has the obligation to pay for the insurance premiums, maintenance, preservation, amplification and repair costs of the mutual parts as well as the managers's salary;
- b) Apartment owners can not be exempted from the costs mentioned above, nor can they be exempted from the advance payment costs of such expenses. Even if they relinquish usage of the mutual zones or facilities or claim that there is no need or necessity for them to make use of such zones and facilities, they can not be exempt from paying for the expenses mentioned above.

(Amendment of date: 13.4.1983-2814/ Article 9)

The manager of the block or each apartment owner has the right to bring a law suit against the apartment property owner who refrains from paying for the expenses or advance of such payment. They can even take the matter to the Law Enforcement Office.

(Amendment of date:28.11.2007-5711/Article 9)

The apartment owner who refrains from paying for the whole debt is made to pay for a mandatory interest of 5% per month.

If any one of the expenses indicated in clause 1 of Article 20 is caused by the negligence of one of the apartment owners or the people who use any individual part of the immovable property on behalf of its owner, the participant who has paid those expenses has the right of recourse; which means the right of

surety to demand reimbursement from the principal debtor after he is compelled to pay the debt.

App. 15, 16

#### **IV. INSURANCE AGREEMENT**

**ARTICLE 21-** The conditions by which the main landed estate will be insured at the rate of value determined by management board can be negotiated by the board in question. In cases when the main landed estate is insured, apartment owners have to participate in the insurance fees based on the rate of land share they possess. In cases when the entire main landed estate is damaged, the insurance compensation to be received is allocated to the apartment owners with respect to their proportions of the land share.

If the damage is only on some independent or additional, or on mutual parts, the insurance compensation to be reserved is allocated for the repair of the damaged parts with respect to their proportions of the land share.

Apartment owners can insure their own independent parts in their name and account, in case of a damage which is impossible to be compensated by means of the main landed estate insurance. In that case, it is solely the apartment owners' right to receive that particular payment which will be made by the insurance company. The apartment owner, having his own part insured separately, has all his rights reserved for the allocation of the insurance compensation with respect to his shares of the main landed estate. Concerning insurance, mandatory terms of law are reserved.

#### **V. WARRANTY OF SHARED EXPENSES**

**ARTICLE 22-**(Amendment date of clause 1: 13.4.1983-2814/ Article 10)

The people, who are users of the apartment either by residence rights or by means of the rental of that particular apartment or by other means, have mutual and solidary obligation upon the expenses on their share, with reference to Article 20 of the law. They also have solidary liability upon the advance debt as well as the monetary interest arising from their delay of payment. Nevertheless, the tenant(s)' liability is limited to the rent that he has to pay. For this reason the extra payment that he makes is to be reduced from the amount of rent he has to pay. Unless the debt of the immovable property owner is charged in this way, the process with regard to the legal mortgage right is put into effect by the written request of one of the other apartment owners.

(Amendment of date:28.11.2007-5711/Article 9)

In the absence or non-existence of a manager, this written request is submitted to the court for the sake of charging the remaining overdue debt. The provision of last sub-paragraph of Article 893 of Turkish Civil Code No. 4721 is applied here, in such circumstances.

(Amendment date: 13.4.1983-2814/ Article 10)

The sum of money owed by the apartment owner who does not pay their part of expenses or the other people having the obligation to pay their debts to the other apartment owners takes priority.

#### **VI. REQUIREMENT FOR AUTHORISATION PERMISSION:**

**ARTICLE 23-** For any damage or repairs that has to be carried out or the reconstruction of any facility that has to be done on the independent part of apartment, and the technical examinations required for building safety, the tenant is not only obliged to give permission of entry to the property but also bear the consequences of the repairs until they are completed.

Compulsory permission applies to situations when the repairs have to be carried out internal to the independent parts.

In cases when one part of the main landed estate is damaged and has to be repaired, if either the undamaged internal or the external parts of the mutual or independent part of the property has to be entered, the tenants, owners or any other residents of the property have the legal requirement to give the permission of entry.

As for the written authorisation permission stated above, the owners of the independent estate who have been given authorisation permission on their part have to, without delay, pay for the loss charged to the owners of the repaired apartment, or the tenants, or the people who benefit from the estate. The loss



refers to the repair costs arising from the reconstruction.

## VII- PROHIBITIONS

**ARTICLE 24-** Any institution such as hospital, outpatient clinic giving free or low-cost treatment, clinic, pharmacy laboratories can not be established internal to the independent part of the main landed estate; notwithstanding the fact that the independent part is registered into the book of register as a residence, or

office. Any contract signed by the immovable property owner against this article of law is void. Doctors' offices, which do not have the features of a polyclinic do not have a binding prohibition.

Internal to the independent part of the main landed estate which has been registered as a residence, the following places of trade can only be opened following a unanimous vote given by the management board:

This unanimous decision of the board is annotated on all the pages of the Condominium Ownership Register Book.

1. Theatre
2. Café
3. A dance hall
4. A night club
5. Venues for the training of dancing
6. Bar
7. Club
8. Leisure entertainment centers
9. Restaurants
10. Bakery
11. Pastry shop
12. Printing house
13. Shop
14. Gallery
15. Shopping centers

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## VIII. COMPULSORY TRANSFER OF CONDOMINIUM OWNERSHIP

**ARTICLE 25-** If any of the apartment owners keep violating the other owners' rights with their persistence in not paying for their debts nor complying with the terms, the other owners have the right to demand from the judge the transfer of that particular owner's ownership rights on the independent part that he owns.

(Amendment of date:28.11.2007-5711/Article 12)

Filing an action against such an apartment owner for paying the value of property of independent division at the nearest date to the resolution to him / her and transferring the ownership rights to other apartment owners proportionally with their building plot shares is possible. This is only possible if the other apartment owners agree to a majority resolution by number and building plot share, unless otherwise has been previously anticipated. If majority votes are not received then the suit is filed by the rest of the apartment owners and the judge, before s/he passes a decision, an appropriate time is given to the claimants to pay the transfer value in a

three-month time deposit bank account for payment to the right owner in the future and to submit the receipt. When the document as per this payment is submitted and in case of the acceptance of law suit the judge adjudicates to transfer the ownership of independent division of respondent to claimant apartment owners in proportion to their land shares and to pay the transfer value and its accrued interest to respondent.

Below are situations which are considered as the unbearable violation of claimant owners' rights as indicated in the clause 1 of the law.

1. the apartment owner's being taken to the enforcement office three times within a period of 24 months due to his overdue debts,
2. despite the judge's decision , on the basis of Article 33, the defendant owner's resistance of paying of his debts, and therefore, his continual violation of other owners' rights in this respect,

(Amendment of date:28.11.2007-5711/Article 12)

3. The defendant owner's violation of ethical and moral rules by using his independent part of the property as a bawdy house. If the right to file a lawsuit in this article is not used within six months from the date in which the decision of the apartment owners to file lawsuit regarding transfer of ownership is made and within five years from the point when a right to file lawsuit may arise or if the reason of lawsuit has disappeared, then the action is dismissed.

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## **B- THE DEBTS OF THE IMMOVABLE PROPERTY EASEMENT OWNERS**

**ARTICLE 26-** The owners of the immovable property easement, upon the right of the shared land in question, have mutual obligations over the due payment of debts arising from the completion of the construction. They are also obliged to ease the processes of construction in compliance with the principles (principles on what is right) set up by the authority.

(Amendment of date:28.11.2007-5711/Article 13)

If one of immovable property easement owners does not pay his / her debts within two months despite notification sent by the notary public, then the judge, upon the written request of others, adjudicates to transfer that particular owners building plot share and property easement to the other stakeholders in proportion with their building plot shares.

If the construction is not completed within the legally-set deadlines and this stems from the negligence of an apartment owner, abatement of the apartment is put into effect. As a consequence, the negligent party is to indemnify the loss he caused to the others.

## **SECTION 5: THE MANAGEMENT OF THE MAIN LANDED ESTATE**

### **A) THE MANAGEMENT BOARD:**

**ARTICLE 27-** The main landed estate is managed by the board of apartment owners and the management plan is decided by the members of the board with the statutory terms of the law reserved.

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### **B) THE MANAGEMENT PLAN:**

**ARTICLE 28-** The management plan shall regulate, the practices of administration , the purpose and the ways in which they are used, the salary that the property manager, and the auditor is paid, as well as other issues concerning the administration of the main landed estate are settled.

The management plan shall constitute a contract binding to all apartment owners

In cases when there is no particular term indicated in the management plan, the disagreements caused by the administration of the main landed estate are settled and regulated with respect to this law and its general terms.

(Amendment of date 13.4.1983-2814 / Article 11)

For the management plan to be amended the total vote of four out of five apartment owners is required. All the rights of the apartment owners to apply to the court are reserved, as per Article 33 of the law. All the amendments made on the management plan are shown on the declaration column of the Condominium Official Register Book.

The amendments made shall constitute part of the management plan and shall be kept together with the apartment owners association establishment documents.

## **C) MEETING AND DECISIONS OF THE ASSOCIATION OF APARTMENT OWNERS**

### **I- THE TIME OF THE MEETING**

**ARTICLE 29-** The apartment owners gather for an annual meeting (at least once a year). If the date of the meeting is not indicated in the administration plan, they should gather once, on the first month of the year. (Amendment of date:28.11.2007-5711/Article 14) As per the multiple buildings, the committees shall meet at the times specified in the management plans but at least one time in two years, or in the first month of second calendar year if such time has not been specified in management plan.

The apartment owners may also gather whenever they feel that there is any urgent need to do so. Each member of the association of apartment owners should be notified about the date of the urgent meeting at least fifteen days before the determined date of the meeting. This notification should include the

reason for the gathering and be signed by all apartment owners. Any owner, who resides elsewhere external to the main building, has to be sent, by mail, a written acknowledgement. The notification should make clear the venue and the date of the following gathering. In the case where there is no majority of owners attending the initial meeting. The time between the first and second meetings cannot be less than seven days.

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### **II. QUORUM**

**ARTICLE 30-** The apartment owners attend a meeting only with a qualified majority (quorum), which is more than half of the total number of apartment owners. All decisions are taken by majority vote.

(Amendment of date:28.11.2007-5711/Article 15)

In the case that the first meeting cannot be made because the quorum cannot be met then the second meeting is made within a maximum of fifteen days. The quorum in this meeting is the absolute majority of participants.

Additional terms concerning the quorum rights are reserved in law.

### **III. PARTICIPATION IN VOTING**

**ARTICLE 31-** Each apartment owner, regardless of his land share, has only one vote.

Whereas the apartment owner who possesses more than one independent apartment shall have one votes for each independent apartment. Nevertheless, no matter how many independent apartments one has, the maximum number of votes that an individual apartment owner has, can not exceed one third of the total number of votes. (fractional numbers are not taken into account in the process of calculating votes) If there is more than one owner of an independent apartment, only one of them is chosen as the representative of the others.

(Amendment of date:28.11.2007-5711/Article 16)

Apartment owners can vote through a responsible person nominated by proxy to represent them in the board meeting. One person cannot be assigned as the representative to use more than 5% of the total number of votes. However, as per the immovable assets which are subject to forty or less independent apartment ownerships one person can represent a maximum of two apartment owners."

### **IV-DECISIONS:**

**ARTICLE 32-**The main landed estate is managed in accordance to the decisions taken by the association of apartment owners as well as the contract signed by them, the management plan and the terms of the law.

The managers, auditors and all the apartment owners as well as the people having a total or partial successive claim are legally obliged to comply with the decisions of the Management board.

Any disagreement between the parties stated above is to be resolved by the Management Board. The disagreements covered are those arising from the way the main landed estate is used and the way it is managed.

The decisions taken by the Management board are entered in order into a book, each page of which is certified by the stamp of a notary public. The decisions entered into the book are signed by the apartment owners who have participated in the meeting. The owners who have voted against any of the decisions taken should state the reason for their objections and sign them.

Any future disagreement that takes place concerning any issue shall be resolved in accordance with the previously taken decisions as recorded down in the decisions book.

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## **V- THE INTERVENTION OF THE JUDGE**

**ARTICLE 33-**The apartment owners who have had pecuniary damage due to one particular apartment owner's failure in paying for their total amount of debt, have the right to apply to the Court of peace within the jurisdiction of the main landed estate.

(Amendment of date:28.11.2007-5711/Article 17)

Each apartment owner who has attended but used a dissenting vote in the board meeting in accordance with the provision of Article 32 within one month from the date of adjudication, and each apartment owner who has not attended in the board meeting within one month from the date s/he learns the board resolution but within six months from the date of adjudication at the latest can file a nullity suit against the resolutions of the Management board at the court of peace within the jurisdiction of the main landed estate; and in the cases the resolutions of the Management Board are deemed invalid due to absolute nullity there will be no time restriction to apply to the court. One or more apartment owner who suffers because one of apartment owners or any person who continuously makes benefit of her / his flat based on the lease agreement, right of occupation or any other reason does not fulfill her / his debts or obligations can apply to the court of peace authorized in that place and plead for the intervention of judge."

"The ones who have not fulfilled the requirements of decision court are punished with the administrative pecuniary penalty from 250 Turkish Liras to 2000 Turkish Liras by the court. The provision of Article 25 is reserved."

## **D) THE MANAGER**

### **1) APPOINTMENT OF A MANAGER**

**ARTICLE 34-** The apartment owners can appoint someone either among themselves or appoint someone else residing external to the particular main landed estate or to a board consisting of three members, in order for the main landed estate to be administrated. This person who manages the main landed estate is called the Property manager. The board in question is referred to as the Management board.

If the main landed estate consists of eight or more than eight independent parts, the appointment of an Property Manager is a requirement. If all the parts of the main landed estate are owned by only one person, this owner is legally considered as the manager.

The manager is appointed by unanimous votes of the apartment owners. The manager is appointed at the legal board meeting of the apartment owners; an ex-manager can be re-elected or re-appointed. If the apartment owners cannot agree on the appointment of a manager, nor can they agree on the management of the main landed estate, then a manager is appointed by the Court of peace in the jurisdiction, upon the petitioning of one of the apartment owners (and if possible, upon the hearing of the other apartment owners' statements). The manager appointed in this way has the same authority and liability as the one appointed by the apartment owners.

The manager appointed by the Court of Peace can not be replaced by the management board, for a period of at least six months following the appointment date of the Court of Peace. Nonetheless, in the circumstances of a rightful cause the Court of Peace which appointed the manager can permit the apartment owners to replace the manager.

In the process of the appointment of a manager, s/he may be required to submit a letter of guarantee or any other forms of guarantee. Even if there is no obligation as such which is indicated in the contract, the management board can ask the manager to submit a guarantee if a justified reason occurs.

(Amendment of date:28.11.2007-5711/Article 18)

The name and surname, business and residence addresses of manager should be hung in a frame beside the entrance door of main real estate or on a visible place at the entrance. If this is not done, upon the application made by the relevant person, the manager or each member of the management board is punished with the administrative pecuniary penalty of 50 Turkish Liras to 250 Turkish Liras by the same court."

App. 25

## **II – DUTIES AND PESPONSIBILITIES OF THE MANAGER**

### **1. Overall Management tasks to be carried out**

**ARTICLE 35** – The duties of the manager are indicated in the management plan. Unless there is a term stated otherwise, the manager deals with tasks stated below:

1. Implementing the decisions taken by the Management board.
2. Taking the necessary precautions about the preservation, maintenance and repairs of the main landed estate, as well as ensuring the correct way in which the main landed estate is used.
3. Insuring the main landed estate
4. Collecting advance payment from the apartment owners for the sake of carrying out preservation, repairs, cleaning, lift and heating system costs and for the insurance of the main landed estate. In cases where this total amount of advance payment which has been raised within the first month of the year is used up, the administrator can raise an extra sum of money for the remaining expenses.
5. Acceptance of all the payments relating to the management of the main landed estate. Payment of debts arising from the management of the main landed estate. Collecting the rent of all the independent parts unless another particular person is authorised by the owner of the independent part.
6. Receiving and accepting all the written notifications concerning the main landed estate as a whole.
7. Ensuring that all the due dates and times for work related to the main landed estate are met and taking all necessary precautions not to lose any right pertaining to the main landed estate.
8. Taking the necessary precautions on behalf of the apartment owners for issues in favour of them about the protection and maintenance of the main landed estate.
9. Instituting legal action and enforcement proceedings against apartment owners who fail to fulfill their obligations and pay their debts in connection with apartment ownership, and registering the liabilities in the apartment owners book.
10. Opening a bank account in the capacity of a managers of the main landed estate for the sake of depositing or withdrawing fees collected from the owners of the independent parts towards expenditures.
11. Arranging the annual meeting with the members of the association of apartment owners.

### **2.Book-keeping And Filing Documents**

**ARTICLE 36-** The manager is obliged to keep a note of all the decisions taken by the board, the summary and date of all the warnings and notifications served and all the expenditures in a book as stated in Article 32 of the law. The manager should keep such records in order of date and file this book together with the

Receipts of expenses and all other documents.

It is obligatory that this book be checked and approved by a notary public within a month following the end of each year. Managers who fail to comply with the rules or terms indicated in this Article 36 are fined with respect to the penalties indicated in the last clause of Article 33.

### **1. Designing The Management Plan**

**ARTICLE 37-** (Amendment of the date 13.04.1983- 2814/ Article 12)

In the absence of a management administrative plan which has been adopted by the management board, the manager shall prepare a plan without delay.

In this plan the following issues take place:

1. Estimated Income and expenditure concerning the main landed estate for one year;
2. Estimated monthly payment to be paid by each apartment owner (see Article 20 for the terms concerning the payment) of the expenses;
3. Amount of advance fee to be collected from each apartment owner to cover the estimated expenses as and other possible expenditures according to the terms in Article 20.

The details of this plan are to be posted to each apartment owner or the people who use the property. They are to sign the receipt of notification of the administrative plan showing that they have been informed about it. Any objections raised should be submitted within seven days after the date that the plan is received. A new plan is prepared if necessary. The finalized management administrative plan or the decisions concerning the management costs by the management board are taken into consideration along with the documents indicated in Article 68, clause 1 of Enforcement and Bankrupt Law.

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## **III – RESPONSIBILITIES**

### **1. General Rule**

**ARTICLE 38 –** (Amendment of date:28.11.2007-5711/Article 19)

The manager is responsible to the apartment owners in the same manner as a proxy. The claims against the resolutions of the management board, board of block representatives, or board of mass building representatives can be filed against the manager representing apartment owners, or against the director who was voted by the board of block representatives or board of mass building representatives. The manager announces said claim to all apartment owners or board of block or mass building representatives. In case the nullity of board resolution the court expenses are met from the common expenses.

### **2. Accountability**

**ARTICLE 39 –** The manager shall give account of all income and expenditure on the first month of every year (if there is not a set date on the management plan).

The manager has to reveal these documents to the management board. Upon 50% majority of the apartment owner's demand ( no matter what their land share is) the manager can be asked to render those documents to them at any time, regardless of the specified dates on the management plan.

## **IV – RIGHTS**

**ARTICLE 40 –** As a general rule, the manager has the same rights of a proxy in principle.

If the apartment owners fail to pay for their debts on time, despite notice served by the notary public, the manager has the right to resign from his position without having to pay any compensation to the other property owners. He can also, by terminating his part of the contract, demand indemnification of his/her losses arising from this event from the other apartment owners.

The manager can demand a suitable wage from apartment owners even if a fee is not specified in the management plan or the contract he/she signed.

(Amendment of date, 13.04.1983- 2814/ Article 13) The association of apartment owners decides whether the manager will participate in the administration costs of the main landed estate or not. If so, they decide the ratio of this participation. In the absence of such a decision, the manager participates in the administration costs of the main landed estate at the percentage of 50%.

## **E) AUDIT OF MANAGEMENT**

**ARTICLE 41** – The management board, observes and controls the practices of the manager and has the right to replace the manager in case of the occurrence of a rightful cause.

If there is not a set date for the audit of accounts in the management plan; it is done once every three months; however, the audit of the accounts can be done at any time necessary if a rightful cause arises.

The management board can either assign someone from amongst themselves (based on the number of votes or majority of land shares) or designate a board of auditors composed of three members. If

there is not a particular date indicated, they submit their evaluation report to the management board and include the details of their comments on the way the main landed estate is managed in their evaluation report. This report, after being copied for each owner, is sent to the apartment owners via a posted letter which is to be signed by the recipient.

The auditors are to write all their judgements and other issues to be indicated on a notary sealed and approved book and sign it after marking each page with the date and numbering them starting from number 1.

## **F) RENEWALS AND ADDITIONAL PARTS**

### **I – BENEFICIAL ONES**

**ARTICLE 42** – The apartment owners do not have the right to make any changes or repairs in any shared parts of the main landed estate. Any form of renewal or additional construction which are to the owners benefit and provide an increased benefit of better and comfortable use of the mutual zones is to be decided upon by a majority votes of the immovable property owners based upon their land share

majority. The cost of these renewals or additional constructions is calculated and paid by the ones who profit from those parts with respect to the proportion of the profit gained.

(Annex: 10.12.1990 – Decree – 431 / Article 1; originally approved of date : 05.02.1992 – 3770 / Article 1 )

If the decision to transform a central heating to individual heating is accepted, provisions of the management plan against this decision shall be deemed to have been amended and expenditures for joint works to be done for this purpose shall be covered based on the proportion of land shares.

### **II - COSTLY AND LUXURY MODIFICATIONS**

**ARTICLE 43** – If the renewals, or modifications requested are too costly or bear luxury quality regarding the state of the building, and they do not take place in the essential parts or common access areas used by all the apartment owners, the owner who do not wish to benefit from the renewed part, do not have

to participate in the payment of such expenses. Expenses as such are paid by the apartment owners who feel the need for the renewals or modifications to be made.

However, if any apartment owner who originally did not contribute to the costs of such renewal expenses but later decided to do otherwise by paying for the amount he has to pay which is proportional to the land share he possesses, they will attain the right to benefit from those modified parts.

### **III – ADDITIONAL INDEPENDENT PARTS**

**ARTICLE 44** – For the constructional addition of an independent floor on top of the main landed estate, or on an existing penthouse or any additional construction on the ground floor or post-construction of parts which are in the vacant spaces of the land:

1. Unanimous decisions of the management board is required.
2. Identification of the re-allocated land share, including the renewal and additional parts, according to the new state of the main landed estate. This identification is to be made unanimously,
3. When the allocation of the land share of the new independent part is added, it is obligatory that all the independent parts of the main landed estate be registered in the easement column of the apartment owners Registry Book after Immovable Property Easement is established regarding Article 14 of the law.

It is also obligatory that these procedures be carried out by an official contract and with the presence of the title deed officer. It is essential to maintain connection and parallelism between the previous register page of the main landed estate and the terms of Article 13. In this respect, on condition that the cost of the lesser share of those apartment owners is paid, the newly constructed independent part, to be transferred as apartment ownership, becomes the possession or property of the person or people who had it constructed. The newly constructed independent part is registered in the Immovable Property Ownership Register Book on a separate page in the name of new owner or owners.

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### **G ) TRANSFERS AND IMPORTANT TASKS**

**ARTICLE 45** – The registration of a main landed estate with a right, or allotment of a land and the transfer of the allotted part's ownership to someone else and alienated investments as such or rental of the roof or external walls of the main building for the purpose of displaying advertisements can only be held with the

decision made as a result of unanimous votes of the apartment owners.

### **SECTION 6 : CESSATION OF CONDOMINIUM OWNERSHIP AND IMMOVABLE PROPERTY EASEMENT**

#### **A ) Cessation of condominium ownership**

**ARTICLE 46** – Condominium ownership is ceased with the annulment of registration record from the condominium ownership registry book. Condominium ownership does not end with all the independent parts of the main landed estate to be assemblaged on one person's ownership.

The registration record is nulled with the written demand of all the apartment owners or the owner who have assemblaged all the independent parts to his ownership. This written demand is about the transfer of condominium ownership to unmixed ownership (adi mülkiyet) and that immovable property is registered by making reference to its prior registers by being transferred onto a new page in the general book of register. This registration is done with respect to the land shares binded to the independent parts.

If some modifications have been made after the establishment of condominium ownership with respect to the quality of the main landed estate, these are also included in the new official register. If any independent part is registered either along with an individual right annotated at its register or with a real right (ayni hak), unless that right is annulled with the written consent of its owner neither the transfer of condominium ownership on the main landed estate to unmixed property ownership nor the official registry record on the condominium ownership record can be annulled. In cases where the main landed estate with its land is completely damaged or expropriated, the annulment of the title deed record is processed with respect to the general terms.

If the main landed estate is purchased for public use under the right of eminent domain, the expropriation cost of each individual part is calculated by the separate consideration of the land share that it occupies as well as the additional parts and this cost is paid to the apartment owner himself.



In circumstances when the owner of the right refuses the annulment of the right on the register record but gives a consent on the transfer of his own right to the mutual ownership shares (as a whole) depending on the feature of his debt or the ownership shares upon the debtor, the registration on the General Book of

Register is carried out with respect to his remaining ownership shares after the payment of his debts.

## **II. EXTREME DAMAGE TO THE MAIN BUILDING**

**ARTICLE 47-** If the main building is completely damaged, the condominium ownership on that particular building will automatically cease to exist.

If any of the independent part is completely damaged and the owner of that particular part fails to have it repaired within two years after the destruction, the rest of the apartment owners of the other independent parts, a year after the expiry of the allotted period, can ask the judge for the transfer of landshare in question of the damaged part in return for its value. If the judgement of such a transfer is made, it is allocated with respect to each owner's land shares. As for the explicit clause above, when the immovable property easement is ceased, its record on the book of real estate register is annulled.

Land shares transferred in this way are marked onto the related pages on the declaration column of apartment ownership register book.

The owners who had the land shares transferred to themselves are obliged to have the damaged part reconstructed within two years after the date of the transfer or they are obliged to do so within the same allotted period, calculate their land shares attached to the independent parts and have them registered into the apartment ownership register book. This calculation is made with respect to the terms indicated in Article 3 , clause 2 of this law. If those apartment owners who demanded the transfer fail to comply with the terms of the clause stated above, the apartment ownership upon the main landed estate automatically ceases to exist and shared ownership terms are exercised both upon the insurance cost of the extremely damaged parts of the real landed estate.

In particular circumstances when more than one independent part is completely damaged and the reconstruction of one of those parts depend on or affect the reconstruction of the other parts, the apartment owners whose independent parts are damaged have to notify the rest of the apartment owners on whether they will have their parts re-constructed or not. The deadline determined for this notification is six months after the destruction. The land shares of the apartment owners who fail to send this notification are transferred primarily to the others who wish to have their part re-constructed in consideration of its value.

Failure to send notification is regarded as reluctance to have the property reconstructed. Condominium ownership upon the completely damaged independent parts is automatically transferred into immovable property easement taking as a basis, the allotted deadlines and periods indicated in this law, and this is annotated as 'temporary' onto the declaration column of the related pages of the Condominium ownership Register Book. When the reconstruction of the damaged independent part is completed, the condominium ownership upon the property in question is re-gained; consequently, the 'temporary' annotation is removed from the register book.

## **III. THE ASSIGNMENT OF NOTIFICATION AND OMISSION OF THE REGISTER**

**ARTICLE 48-** In circumstances when the main landed estate or the main building is damaged either partially or completely, the manager has to inform the real estate registration office, located in the jurisdiction of the landed estate in question, about it. He also has to inform all the apartment owners. In case of the absence of an appointed manager, this task of informing the real estate registration office is handled by the owner(s) whose independent part is damaged.

The loss that stems from negligence of informing the real estate registration office binding upon all parties, the apartment owner whose independent part is damaged, and one fifth of the loss is binding upon the manager. In other words, the owner of the damaged part and the manager have joint liability over the loss arising from this negligence of information, but the Treasury does not have any liability.

When the condominium ownership is ceased, the related pages on the Condominium Ownership Register Book are closed, the registration of the landed estate is proportional to land shares in accordance with the sections left undamaged .On the basis of shared ownership terms, those parts are registered onto the general register book. In this case, shared ownership terms are valid upon the obliterated parts together with insurance costs.

Should a new construction be built on the land of the completely damaged main building, the terms on apartment ownership and immovable property easement are applied on owner's or associate owners' demand.

## **B) CESSATION OF IMMOVABLE PROPERTY EASEMENT**

**ARTICLE 49-** The owner or associate owners of the land which is subject to immovable property easement can have the register record of immovable property easement erased and cease this easement at any time they wish. For this cessation to be practiced, they are to submit a written declaration to the title deed officer. Immovable property easement is cancelled in a self-regulatory way, upon the total destruction or expropriation of the land which is subject to immovable property easement.

(Amended clause of date: 13.4.1983-2814/Article 14):

On the land subject to immovable property easement, unless a building is constructed in accordance with the plan submitted in the course of the establishment of the immovable property easement within five years, a justice of the peace, after talking to the people involved if necessary, decides to give an extension of a defined period or decides that it is cancelled. This period can be extended by the request of one of the owners.

## **SECTION 7: CLOSING TERMS**

### **A) PROHIBITIONS:**

**ARTICLE 50-** After this law is put into effect, with respect to the Civil Code or the other laws, easement rights cannot be established to enable one of the shareholders of a landed estate to benefit from a particular part of that landed estate in the same way as the apartment owner does. Nor can condominium ownership be established upon buildings with particular construction features.

### **B) EASEMENT ESTABLISHED AFTER THE CIVIL CODE IS PUT INTO**

#### **EFFECT**

**ARTICLE 51-** (Amended clause of date:30.4.1969-1166/Article 1.)

After the Civil Code is put into effect, until the date when the law in question is put into force, in order for any one of the shareholders of the landed estate to benefit from one part of that particular landed estate individually as an apartment owner, the ownership of the landed estate on which immovable property easement has been established is to be transferred into the condominium ownership and registered in the condominium ownership book before January 2nd 1971. Unless this is done, immovable property easement rights are annulled. In such a circumstance, only associate ownership is continued.

The transfer of ownership upon the landed estate to condominium ownership, as denoted in clause 1 and its registration in the book of condominium ownership is carried out with the application of one of the associate owners to the title deed office. A photograph, the details of which are indicated in the Article

12 clause (b) of the law, is also essential for the associate owner to apply to the title deed office and the photograph, with his signature, is to be authenticated by this associate owner. The other associate owners do not have the right to object to this transfer, nor can they refrain from participating in its costs and preparing an administration plan. If they refrain from doing so, the terms of Article 33 concerning the interference of the judge are implemented

## **II- RIGHTS ESTABLISHED BEFORE THE ESTABLISHMENT OF THE CIVIL CODE**

**ARTICLE 52-** Some specific rights which had been established under the name of 'room and space rights' before the Civil Code was put into effect, are transferred into condominium ownership or immovable property easement.

1. Upon the availability of particular construction parts which are subject to these rights on the landed estate; the owners of these rights, with respect to the mutual ownership regulations taking place in the Civil Code, can establish condominium ownership without having to pay any cost. This establishment of condominium ownership is settled through an agreement that is to be made among all parties and it is upon the land of that particular landed estate. The establishment is also settled with respect to the proportion of value of the parts that each one of them possesses.

2. In cases when the constructed parts are not available, or rather the 'room or space right' is available; this right, with regard to clause (a) of this law, is transferred to immovable property easement and its registration is carried out accordingly.

3. If the owners of these rights do not have their rights transferred into condominium ownership or immovable easement ownership within three years after this law is put into effect this transfer is carried out by the title deed Office (located in that particular area) .The title deed office prepares the documents required with respect to the regulations in clauses (a) and (b) of this law and then puts these processes into practice either upon the written application of one of the owners of this right or directly. All the rest of the owners of these rights are informed about these implementations later on.

The cost of transfer of rights into condominium ownership or immovable easement ownership is paid by the Treasury, and later charged from the owners of the rights, taking the regulations of the law concerning Public Claim Collection (Liquidation) into consideration.

The owners of the rights, within a month after the date of acknowledgement, can object to such implementations of the title deed office by applying to the Court of Peace and bringing a law suit.

**ARTICLE 53-** Before the law in question is put into effect, the easment rights which were established in order to enable one of the co-owners of an landed estate to make use of one part of the landed estate as an apartment owner, the rules of law in question are applied with regard to participating in the administration of the landed estate, the necessity for preparing an administration plan and the related expenses and of insurance and its premiums until the transfer to condominium ownership is completed.

### **C) The state of immovable property ownership in case of partnership in private law**

**ARTICLE 54 -** In case of collectivization according to the provisions of Building Code if there is a real estate which is subject to condominium ownership among the collectivized real estates and if all owners have come to an agreement to terminate collectivization according to the Article 46 of the Code No. 6785 on Building if this collectivization has been made before 9.11.1985 or according to the Article 16 of the Code no. 3194 on Building if the collectivization is after this date then the termination of collectivization is made under the provisions of this agreement.

If such an agreement cannot be concluded the valid value of each real estate before the collectivization is determined by the court of peace authorized to resolve this collectivization according to the provisions of above mentioned article and after the nearest value of each real estate at the date of resolution has been determined also by applying producer price index issued by Turkish Statistical Institute it is decided that the owner of most valuable real estate is offered to purchase other real estates at this price level. When this offer is accepted and the said amount is paid the collectivization is terminated.

#### **The owner of the landed estate**

It is decided to propose to the owner of the landed estate whose property has the highest price of all among them to buy the other landed estates at this price and if such a proposal is accepted and the price is paid the partnership is eliminated.

In a period of one month starting from the date for the decided decree of the Court of Justice, if the price is not paid on letter of credit or a real security to be paid in 6 months is not given; all the partnership of the landed estates, if possible the immovable property ownership is protected depending on its construction and settlement with the annexation of the other landed estates to the former.

If it is not possible, the condominium ownership is abolished the partnership is terminated through the sale by public auction and the price of selling is divided between apartment owners in proportion with each of their values stated in the second paragraph.

### **D) Payments (money collected by a public office for the performance of the state) and Taxes:**

**ARTICLE 55-** With reference to the law in question, the establishment of condominium ownership and immovable easement, unless it comprises the transfer of the property to another person, is free of all kinds of payments and taxes - such exemption also extends to the procedures regarding the transfer to

condominium ownership in accordance with Art. 51 of the USUS established after the Civil Code is put into effect and the ones established before The Civil Code in accordance with Article 52.

The established condominium is immediately reported to the local municipality and Tax Assessment Office where the main landed estate is recorded by the land official

## **E) Locations without the existence of a municipality**

**ARTICLE 56-** The responsibilities assigned to the municipality by the law in question, is carried out in places without a municipality by the municipality of the province or district in charge whereas; in the locations stated in Art. 47 of the law of Construction and Settlement those responsibilities are carried out by the municipality in charge.

**Section 8: The Articles included in this part and heading are added - by The Art. 1 - of the Law dated 10/06/1985 and No: 3227**

### **The right of divided property**

**ARTICLE 57 -** The right to benefit from the construction that can be used as a residence in specified periods of the year in favor of each associate property owners of a whole or independent part of a construction can be established as a 'usage' depending on the proportion of the associate property ownership.

**This is called the right of divided property.**

**ARTICLE 58 -** Unless agreed otherwise, upon an official deed, the proportion in the right of divided property is determined equally taking the specified duration of time concerning the periods and the number of the divided property as a basis.

The right of divided property ownership can only be established upon constructions qualifying as a residence which are transferred either to condominium ownership / immovable easement ownership or upon residences. Real rights conforming to the right in question can be established upon the divided property.

The right of divided property ownership which has a legal connection with associate property ownership share can be transferred or assigned to the co-heirs.

**ARTICLE 59 -** The right of divided property ownership should be allotted into certain periods in a year and it should not be shorter than 15 days.

Unless agreed otherwise in the contract, the owner of the divided property can relinquish the rights in question to the other heirs.

**ARTICLE 60 -** The fact that divided property ownership is established upon the independent parts or upon the building is indicated on the declaration column of the title deed register and this fact is also indicated on the title deed to be arranged later on.

**ARTICLE 61 -** The specific duration of time concerning the periods between the associate owners, the legal manner and procedures with regard to the transfer, delivery and the use of the right in question; determined by the administrator and their rights and responsibilities; the period of time to be specified for the overall repairs, the maintenance expenses of the construction and its parts are to be determined by means of the divided property contract.

The divided property contract comprising all the details mentioned above is to be signed by all the owners of the rights in question. The divided property contract is attached to the official deed and shown on the declaration column of the title deed register.

The associate owners of every construction or its independent parts upon which divided property ownership is established appoint either somebody among themselves or a (individual) person or a legal entity as an administrator and a representative of the management board.

The administrators who are appointed in accordance with the general terms of the law in question can also be designated for the duties concerning the divided property administration.

**ARTICLE 62 -** The establishment of the rights of divided property upon some or more than one independent parts that has been transferred into condominium ownership, unless agreed otherwise in the administration plan does not depend on the consent of the owners of the rest of the independent parts.

**ARTICLE 63** - The associate owners of a divided property ownership or its parts, unless agreed otherwise in the contract, can not demand a change in the associate property ownership.

**ARTICLE 64** - The divided property owners are obliged to leave and deliver the independent part or the construction they have utilized to the new owners bearing the right of utilization for the other periods. This evacuation is in question at the end of the specified period of time stated in the land register.

In case of failure to evacuate at the end of the specified period of time, the property will be evacuated immediately by the police power in accordance with the directive of the territorial governor without the need for a further notification. This implementation of the eviction of the previous owners to leave the divided property takes place upon one of the proceeding owner's or the administrator's submission of the title deed register and the contract together with their written

demand.

Any further application to an Administrative or Judicial department of State can not prevent or stop the

evacuation. The rights of the people involved are reserved by the law and the contract.

**ARTICLE 65** - In case of the absence of a decree in the law, contract or the administrative plan in question, the Turkish Civil Code and the related rules of law are applied in the settlement of any disagreements concerning the rights, debts, authority, responsibilities and liabilities, of the divided property owners.

## **THE COURT OF COMPETENT JURISDICTION**

**Appendix 1-** (Appendix: 13/4/1983-2814/Article 15) Any kind of disagreements with regard to the application of the law in question are settled in the Court of Justice.

The evacuation of the places of residence

**Appendix 2** - (Appendix: 13/4/1983-2814/Article15) The porter, cleaning staff, gardener and security officers and the administrators appointed externally whose contracts are terminated for any reason by the management board or the administrator authorised by the board in question are obliged to evacuate the places allotted to them in return for their duty within 15 days.

If such places are not evacuated within the specified period of time, upon the application of the administrator or any of the apartment owner's written demand, the staff in question will be evacuated by the police force within a week without the need for any further notification. Any further application to an Administrative or Judicial Department of State can not prevent or stop the legal procedure of evacuation. The rights of the people involved are reserved by the law

and the contract.

### **Special rules of law for multiple constructions:**

**Annex 3-** (Annex: 13/4/1983-2814/Article 15)

In case of a multiple construction on a plot of vacant land, the following rules are taken into consideration regarding the implementation of the law in question:

1. In case of the completion of the 40% of all the independent parts or the construction of apartment buildings in groups (block or blocks) – each having at least eight independent parts- transfer to condominium ownership is possible for the completed independent parts. In such a case, the procedure of

how the immovable easement of uncompleted constructions is settled in the real estate registers is determined by the regulation (without being bound to clause 2 of Article 11)

2. The common expenses of each construction are paid by the apartment owners of that particular construction, while the common expenses of common facilities and places are to be paid by all the apartment owners by taking the terms of law in Article 20.

In the case of non-completion of a part of the construction, the immovable easement owners participate in such expenses as far as they are concerned.

1. For the settlement of disputes about the apartment buildings in groups namely 'blocks', the management board consist of the owners of independent part owners who reside in that particular block.

### **The transfer to immovable property easement rights:**

**Appendix 4-** (Appendix : 13/4/1983-2814/Art. 15) In case of a common acquisition of land, in order to build one or more than one constructions on it, by five or more people and in case of a violation of the decisions taken by at least 4 out of 5 shareholders regarding the transfer of rights to immovable property

easement right the Court of Justice decides to allocate the shares of the shareholders of the immovable property in question and to inscribe those shares in the names of other shareholders on the following specified conditions;

- a) The acquisition of the common immovable property with the purpose mentioned above must be proven.
- b) Failure in complying with the majority decision (stated above) of transferring the rights to immovable property easement and the refusal of binding liability upon those rights within two months despite the notification by the notary .
- c) The submission of the market price (determined by the court) of the shares of the common property owners who refrain from complying with the decision in question. This submission of the amount of money identified for the sale of shares at the market price is kept by the court treasury.

F) Date of issue

### **Section 9. Special Provisions Regarding Mass Buildings Scope**

**ARTICLE 66-** Mass building refers to multiple structures which have been / will be constructed in line with a certain certified layout plan on one or more building parcel(s) and which are connected to each other by infrastructure facilities, common usage areas, social facilities and services and management of these facilities.

The building parcels in scope of mass building should be adjacent or neighboring parcels. However, it is not necessary for the places between these parcels which, according to the building zone plan, have been allocated to public services such as road, public square, open space area, park, parking lot. Each building parcel in scope of mass building is distinctly taken into account during establishment of construction servitude and condominium ownership. However, if the mass building includes multiple building plans a condominium ownership relation cannot be established between individual parcels according to mass building provisions.

As the buildings are completed, the construction servitudes which belong to the completed buildings may be changed to the condominium ownership.

### **Common Places**

**ARTICLE 67-** The parcels which are in scope of mass building and which have been allocated to common use and benefit of independent divisions in this scope are registered into title deeds registry by writing the plot, parcel, block and independent division numbers of other parcels in scope of mass building to which they have been allocated and they become the common places of independent divisions located in the parcels allocated to them.

Common social and infrastructure facilities of multiple structures in scope of mass building are deemed the common places of independent divisions to which they have been allocated regardless their parcel and structure.

### **Site Plans and Projects**

**ARTICLE 68-** In mass buildings the locations of buildings, common places and facilities, their use types and purposes covering whole parcel or parcels in scope of mass building are indicated in the site plan and projects which have been prepared according to the provisions of building plan approved by the relevant authorities as a whole.

Arrangement, operation, and maintenance of public spaces can be undertaken by the mass building management in case a mutual understanding has been made with the authorized public institute and provided that the use by public is not restricted.

The issues regarding establishment of condominium ownership and construction servitude, required documents, and transactions to be made at title deeds registry office are arranged in a Regulation to be issued by the Ministry of Public Works and Settlement.

## **Management**

**ARTICLE 69-** Each block of building having common places in the main structure which covers multiple independent divisions on the parcel and parcels in scope of mass building, regarding its own problems and common places solely belong to it, is managed by the board of block condominium owners constituted by the owners of independent divisions at that block. If there are non-block structures on a parcel or if such structures and block structures are at the same parcel, then this parcel, regarding its problems and common places solely belong to it, is managed by the board of condominium owners constituted by the owners of independent divisions at that parcel. The management type of blocks and non-block structures is additionally indicated in the management plan.

If there are multiple parcels on a plot then the common places of these parcels which constitute the plot are managed by the board of plot condominium owners constituted by the owners of independent divisions at that plot and the management style is determined by this board, save for the mandatory provisions of law. This authority may be given to the board of plot representatives in the management plan. Unless otherwise arranged in the management plan, the board of plot representatives consists of the block managers who are voted by the independent division owners in each block and representatives who are voted by the independent division owners of non-block structures. The number and selection method of the members of board of plot representatives are indicated in the management plan by taking the structure of mass building into account. These managers and representatives have the right to vote as the number of independent divisions which they manage and represent.

The common places, spaces, and facilities in scope of mass building are managed by the board of mass building condominium owners constituted by the owners of independent divisions at that mass building and the management style is determined by this board, save for the mandatory provisions of law. This authority may be given to the board of mass building representatives in the management plan. Unless otherwise arranged in the management plan, the board of mass building representatives consists of the block managers who are voted by the independent division owners in each block and representatives who are voted by the independent division owners of non-block structures. The number and selection method of the members of board of mass building representatives are indicated in the management plan by taking the structure of mass building into account. These managers and representatives have the right to vote as the number of independent divisions which they manage and represent.

## **Management Plan and Amendment of This Plan**

**ARTICLE 70-** A single management plan is arranged for the structures and places in scope of mass building. The management plan is binding on all condominium owners at that mass building. To be able to amend this management plan four fifth of all votes represented by the members of mass building representatives are needed.

The provisions of management plan regarding temporary management can be changed by the four fifth of the votes of independent division owners at the mass building area.

## **Assignment of Manager and Auditor**

**ARTICLE 71-** Unless otherwise arranged in the management plan, a manager and auditor are assigned by the board of block condominium owners for the block, condominium owners at the parcel on which are non-block structures for the common places and spaces which have been allocated to them, and board of mass building representatives for all common places, spaces and facilities in scope of whole mass building.

Block manager and auditor are voted by the majority of condominium owners in the block. The manager and auditor of the common places and facilities of non-block structures are voted by the majority of the condominium owners in these structures by the number and building plot share. And the manager and auditor of all common places, spaces and facilities in scope of mass building are voted by the majority of the number of independent divisions represented by the managers and representatives who attend in the board of mass building representatives.

## **Participation in Common Expenses**

**ARTICLE 72-** The common expenses regarding common places and facilities which have been allocated to common use and benefit of a certain structure or condominium owners of several structures are met by the condominium owners at these structures

and the common expenses regarding common places and facilities which have been allocated to common use and benefit of all divisions are met by all condominium owners.

The resolutions made by block condominium owners, mass building representatives, and temporary board of directors resolutions are in scope of documents specified in the first paragraph of Article 68 of the Execution and Bankruptcy Law no. 2004.

Condominium owners cannot avoid from paying mass building common expense share and advance payment to be collected declaring that they abdicate from their right to use common places, spaces and facilities in scope of mass building or claiming that these areas are located on another parcel or on public places or they do not need to use them because of the status of their independent divisions or of their own status.

### **Temporary Management**

**ARTICLE 73-** The management plan may anticipate to establish a temporary board of directors to undertake the tasks and to use the authorities of board of directors, to make required attempts and calls for the establishment of a permanent board of directors until the board of mass building representatives is established. In this case, the management plan arranges the provisions on the issues such as establishment procedures and task period of temporary management. Temporary management may last by one year from the completion of mass building at the latest. This period cannot be longer than ten years from the obtainment of first occupancy certificate in scope of mass building, in any case.

### **Other Provisions to Be Applied**

**ARTICLE 74-** Save for the special provisions anticipated in this section, all provisions in scope of this Law are also applied to the mass buildings in the same way or by analogy."

**ARTICLE 75 -** This law is put into effect six months after it is issued.

G) The Authority in Charge

**ARTICLE 76 -** The rules of the law in question are carried out by the Board of Ministers.

## **APPENDICES**

### **Appendix 1**

1. Manager: a (legal) person, appointed by the meeting, in charge of certain assignments, for instance clerical/accounting administration, technical administration and or construction administrations.
2. Management board: the board of directors of the association
3. financial year: the financial year of the association
4. land. the land of relevant immovable property
5. Rules and Regulations: the Rules and Regulations as defined in Appendix 24 of the Rule book
6. Annual accounts: the annual financial report including a balance sheet and the running costs with clarification
7. Annual report: the report by the board about the affairs of the association and the implemented policy
8. Private part: the part or parts of the building and/or land that according the register is/are meant to be used as a separate entity
9. Rule book: the common hold Rule book that includes the statutes of the association and the rights and obligations of the owners
10. Reserve: the reserve
11. Association: the association of apartment owners



12. Meeting: the meeting of owners

## **Appendix 2**

1. The common parts and common goods include the following (if existing):

2. the smoke and ventilation shafts,

3. the fences and bars (for as far it is not a private garden fence), the balustrades, the stairwells, the ramps, the common storages, the bicycle storages, the garbage storages, the elevator machinery.

4. the window frames and window glass and gutters, the doorframes with the doors and thresholds (including sliding doors and sliding French windows) which are situated on an outer wall (that may or may not give access to a balcony or terrace) and/or situated in a wall that separates common parts or between a common and a private part, including the (standard) hinges and locks;

5. the energy saving facilities in or on the common parts and/or common goods;

6. the installations of cables, pipes, facilities and other items that are part of:

7. - the air control and ventilation

8. - the smoke and fire detectors and fire fighting equipments

9. - the lightning protection or any other kind of central protection

10. - the general security

11. - the communal lights

12. the doorbell and door opening installations (central panels with push buttons, intercom, video phone, name card holders) that might also be in private parts, including the cables and facilities that are part of it and also mailboxes.

13. The game room

14. The fitness room

15. The Tennis Court

16. The basketball/volleyball court

17. The swimming pool

18. The parking area

19. All landscaped garden areas

20. The water fountain

## **Appendix 3**

1. Common parts and common goods do not include the following:

2. the pipelines for:

3. - the drainage of rain, gutter or sewage that are instrumental to one private part;

4. - the transport of gas, water, electricity and telephone, audio and video signals within a private part from the fuse boxes and connections;

5. the installations of cables and other facilities that are part of an individual heating and cooling systems in a private part;

6. All goods that are meant to be used exclusively by an owner or a user of one private part or that are only instrumental to one private part, unless stated otherwise in the Rule book and taking into consideration appendix 4.

7. The items that are mentioned in the first paragraph belong to the appropriate private part.

8. The previously stated is applicable to new common parts or goods from the day they have been installed.

#### **Appendix 4**

If there are any doubts about parts of the land, area or goods being common or private, the meeting will decide upon it.

#### **Appendix 5**

The meeting can decide to remove a common installation. All regulations concerning these installations will no longer be valid after the removal. The same goes for other common goods.

#### **Appendix 6**

1. The board decides about the maintenance of the common parts and the common goods within the context of appendix 22. The board is not able to order maintenance jobs that are not in the approved budget without having obtained previous permission from the meeting.

2. Every owner and user is obliged to cooperate to the execution of the decisions of the meeting for as far as it is within reason. In cases where this cooperation results in any damages, the association will cover those damages.

#### **Appendix 7**

1. Every owner and user has the obligation to maintain his private part in a decent manner. This maintenance includes: repairs, renovations and replacements, the painting, wallpapering, tiling, plastering, the maintenance of the ceilings and floorings with the exception of the balconies, the private inner

doors (including hinges and locks), the cleaning and unblocking of the fixtures and pipelines. The doors and window frames that are mentioned in appendix 3

paragraph 1 c also have to be painted at the side that is on a private part.

2. Every owner and user has to make sure that the common parts and common goods that are in his private part can be accessed at any time.

#### **Appendix 8**

1. Every owner and user has the right to use the common parts and goods according to their needs and requirements. Every owner and user has to exercise due caution with regards to those common parts and goods even though they may be in his private part. He cannot violate the rights of other owners and

users.

2. Taking into account the first sentence of the first paragraph it is possible that the Rule book can be defined that the owner of one or more freeholds

cannot use certain common parts or goods. In such a case, the particular owner does not have to contribute in the debts and costs that stem from that

common part or good.

#### **Appendix 9**

1. All owners and users are obliged to refrain from causing noise, the unnecessary congregation in common parts for as far as these parts are not meant to be used short or long term congregation and the placement of vehicles or other items in non-designated areas.

2. The walls and/or ceilings from the common parts are not to be used for the hanging of paintings, pictures or other items and the adornment or decorations.
3. The meeting can grant permission regarding the acts described in the first and second paragraph.
4. For safety reasons, it is not allowed to block the common parts (especially emergency exits) in any way by placing objects or other obstacles. This includes vehicles, garbage bags and flowerpots.

#### **Appendix 10**

1. An owner or user is not allowed to inflict any unreasonable nuisance upon any of the other owners and users. Professional sexual services are not allowed. Rules for preventing noise nuisance or any other form of nuisance can be determined in the Rules and Regulations.
2. Every owner and user is compelled to refrain from actions that might cause damage to the interests of other owners and users or the interests of the association. They are compelled to act in order to prevent those damages occurring and are compelled to allow (as far as it is reasonably) measures to prevent, constrict or resolve such damages.

#### **Appendix 11**

When an important damage has occurred or is about to occur in a private part or when there is an imminent danger of nuisance for other owners and users, every owner and user is obliged to notify the board immediately and to take the appropriate measures.

#### **Appendix 12**

1. The private terraces and balconies are only meant to be used as such and you are not allowed to place heavy flowerpots, earth and such that might be more than the construction can carry. This is in order to prevent damages to the ceilings, roofs and balconies. It is also not allowed to plant or place any plants which may grow and exceed the weight limit after fully grown or which height of growth will obstruct the entrance of light in other parts.
1. It is not allowed to have any wooden structures in the garden that might obstruct the view of other owners and users and that might obstruct the transmission of light and air through windows and openings in the building without permission of the meeting. It is also not allowed to place cars, caravans, sheds, depots, animal houses, carports, boats, trailers, tents and such in the garden without permission of the meeting.
2. Without consent of the meeting it is also not allowed to let plants and flowers grow higher than 50 centimetres from the underside of the lowest window frame on the first floor of the building.

#### **Appendix 13**

Certain conditions can be attached to given permission. Permissions can be changed and cancelled. The permissions as given in appendixes 12, 17 and 18 cannot be changed or cancelled on unreasonable grounds.

#### **Appendix 14**

The meeting will decide the colours of the outside and inside painting of common parts and goods and about the colours of the private entrance doors that are facing the common parts.

#### **Appendix 15**

1. The debts and costs that are the responsibility of the joint owners include:
2. the amount of compensation paid by the joint owners to either one of them or to a third party;
3. the legal and non-legal fees that occur from the performance as plaintiff or defendant by or on behalf of the joint owners
4. the costs of water usage in so much as they have not been charged to the individual owners;

5. all other debts and costs that have accrued in the joint owners' interest which include the debts and costs that stem from the decisions made by the meeting;
6. The revenues that belong to the joint owners include the interest and other revenue that stem from capital, other revenue that belong to the joint owners and also the revenue of the association e.g. the fines as mentioned in Appendix 19.
7. A reserve has to be formed in order to settle the costs of the maintenance plan and also to settle unexpected debts or costs. This reserve will only be used for those purposes unless the meeting decides otherwise in accordance with Article 30
8. The funds of the reserve can only be accessed by the chairman of the meeting and by one of the owners who will be appointed by the meeting, after having obtained power of attorney from the meeting.

#### **Appendix 16**

1. At the sale of a freehold, the board is obliged to give a statement that includes the amount that the owner involved owns the association at the day of the transfer. The receiver is responsible to the association and is liable for the amount that shows on the statement. The statement will also include a record of the amount of the reserve and the share which belongs to the owner.
2. The board will ensure that all agreements that are appropriate will be in name of the new owner.
3. In cases where association has to pay a financial contribution to the administrator because of the transfer of the freehold, this contribution will be at the expense of the previous owner.
4. Any possible expenses or costs resulting from a new owner taking occupancy will be at the expense of that new owner.

#### **Appendix 17**

The owners and users are not allowed to install open fire/fireplace installations without permission of the meeting.

#### **Appendix 18**

The storage of dangerous, inflammable, explosive or polluting materials and/or liquids that are not intended for domestic use, are only allowed after having obtained written permission from the board. The board can allow or grant this permission if the storage of these materials/liquids is being carried out in specially designed storage rooms or tanks and if this storage has been notified to the insurance company in due course.

#### **Appendix 19**

1. In case of a violation or non-observance of one of the sections of the law, of the Rule book, of the Rules and Regulations and of a board or meeting decision by an owner or a user, the board will notify the person involved by registered mail and will point out the violations or non-observances.
2. If the person involved does not act according the warning, the board can impose a single or a daily fine. The fine can be as high as has been defined by the meeting for such violations or non-observances on each separate occasion.
3. The fine will be to the benefit of the association.
4. If the fine is not paid on time, article 20 paragraph 4 will apply.

#### **Appendix 20**

1. The means of the association will be formed by the contribution of the owners according the Rule book and by other revenue.
2. The board is obliged to place the cash flow of the association in a bank account that is in name of the association.
3. The funds of the reserve will be placed in a separate bank account that is in name of the association.
4. The meeting can decide to invest the reserve fund. This investment has to be done with regards to commonly accepted claims towards investing such as

earning capacity, solvability, spreading of risk and adjustment to the good of the reserve.

## **Appendix 21**

1. The board will present the meeting with the budget in compliance with appendix 27 paragraph 2. The board will also present its annual report.
2. Meetings will be held as often as the board, or the chairman deems necessary
3. When the owners request a meeting and the board does not arrange such a meeting within three weeks, the owners have the right to arrange the meeting themselves in accordance with the Rule book.
4. The meeting will appoint the Chairman who may or may not be an owner. Unless stated otherwise at the appointment, the chairman is appointed for an undetermined length of time. He can be removed from office at any time by the meeting.
5. The chairman presides over the meeting; when he is absent, the meeting will choose a chair to administer the meeting.
6. Every owner has a right to add topics to the agenda up to 7 days prior to the meeting. Items for the agenda must be notified in writing (or by fax or email)

to the board. The board is obliged to notify the other owners immediately about the addition.

7. All attending voting members are obliged to sign an attendance list at the meeting. This attendance list is decisive to form the quorum. A person who holds proxy will sign on behalf of the person that has given them the proxy.

## **Appendix 22**

1. The meeting can decide to contract out the management to an manager who has been appointed by the meeting under conditions that are agreed upon with the manager. The administration includes the receiving and the collection of all payments and the paying of all expenses, the bookkeeping

in its widest meaning of the word and the distribution of specifications to owners and the board.

2. The meeting can decide to contract out the technical and/or constructional management to a technical and/or constructional administrator that has been appointed by the meeting under conditions that are agreed upon with the administrator.

## **Appendix 23**

The meeting has the right to create committees and to determine the conditions the committees operate within.

## **Appendix 24**

1. The meeting can determine Rules and Regulations with regards to the following subjects:
  2. a. the usage, management and maintenance of the common parts and common goods;
  3. b. the usage, the management and maintenance of the private parts;
  4. c. the order of the meeting;
  5. d. the instructions to the board;
  6. e. the functioning, tasks and authorities of the board of commissioners and the committees;
  7. f. the handling of complaints;
  8. g. rules to prevent unreasonable nuisance;
  9. h. all other subjects that according to the meeting need to be clarified for as far as this has not be done in the Rule book.
10. Sections of the Rules and Regulations that do not comply within the law or the Rule book will treated as not-written.

## **Appendix 25**

1. Only one board can exist, there cannot be more than one board for an association or complex. The meeting decides the number of board members. If the board consists of more than one member, it will choose amongst themselves a president, a secretary and a treasurer.

2. In cases where urgent measures need to be taken, the board has the right to do this without instruction from the meeting. If these measures exceed a certain amount pre-determined by the meeting, the board needs a power of attorney to take those measures.

## **Appendix 26**

The owners are obliged to pay their contribution for each year in advance in the first month of the financial year unless the meeting decides otherwise. The payment of the contribution cannot be suspended. If an owner has an alleged claim towards the association or the joint owners, he is still obliged to pay the

contribution in advance. As long as the meeting has not decided on the advance contribution for a new financial year, the owners are obliged to pay the predetermined advance contribution. A surplus will be refunded to the owners and a deficit has to be made up within one month.

## **Appendix 27**

1. At the end of each financial year, the board will draw up an annual report and an annual account. The reserve and the running costs will be shown in the balance sheet of this annual account. The running costs will include the costs and revenues of that financial year and will be shown according to section 10

paragraph 1.

2. At the annual meeting as mentioned in appendix 21 paragraph 1, the board will present the annual accounts for acceptance to the meeting. The annual account will be signed by the directors and the commissioners.

3. During the acceptance of the annual accounts, the meeting will decide on the final contributions for the owners according to the percentage as mentioned in article 20.

4. After the final contributions have been decided upon as mentioned in the third paragraph of this section, these final contributions will replace the advance contributions mentioned in article 37 paragraphs b, c. If the advance contributions exceed the final contributions the surplus will be refunded to the owners

unless the meeting decides otherwise. If the final contributions exceed the advance contributions, the owners will make up the deficit within one month after the acceptance of the annual accounts, unless the meeting decides otherwise.

## **Appendix 28**

Any interior or exterior change to the building that has been decided upon by meeting or Rules and Regulations can only be executed after having obtained public permission or permit. The usage of the common and/or private parts and any other act concerning the building and/or land can be executed only after having obtained public permission or permit. The rights that stem from the obtained public permission or permit cannot be executed if they are conflict with the contents of the register.