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## PROPERTY MANUAL

This manual is given for information purposes only and does not form a contract, part of a contract nor does it give any warrantee or guarantee.

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#### 1.0 KEYS

With this	document	you have	been p	presented	the	following	keys:-

Block Entrance Gate	2 Copies
Main Entrance Door	3 Copies
Storeroom (if purchased)	2 Copies
Access to storerooms	2 Copies
Automatic Garage Door	1 Remote control
Automatic Garage Door	1 Manual Keys
Safe	2 Copies

• If you require further copies of the Automatic Garage Door controls/keys, these can be obtained from Ursula Villanueva in the Sales Administration Office at a small charge.

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#### 2.0 CONTENTS OF BOX

- ✓ Bolletin de Instalaciones Electricas (Electric Installation Approval Certificate)
- ✓ Air Conditioning system Instructions.
- ✓ Alarm System Guarantee, instructions.
- ✓ Extractor hood in kitchen Instructions, maintenance.
- ✓ Bosch Fridge Freezer Instructions, maintenance.
- ✓ Bosch Oven Instructions, maintenance.
- ✓ Bosch Ceramic Hob Instructions, maintenance.
- ✓ Bosch Dishwasher Instructions, maintenance.
- ✓ Bosch Washing Machine Instructions, maintenance.
- ✓ Bosch Tumble Dryer Instructions, maintenance.
- ✓ Electric Water Heater Instructions, maintenance.
- ✓ Electric Circuit Board Identification

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#### 3.0 MICRO-COMMUNITY

#### 3.1 COMMUNITY OF OWNERS BYE LAWS

#### $CHAPTER\ I-GENERAL\ DISPOSITIONS.$

#### Article 1

The Community of Proprietors "RESIDENCIAL LOS PINOS", in Los Arqueros, consists of the group of apartments and other items subject to private ownership, any property or facilities which are communally owned or used or any others which are communally owned but for private use as are located within the estate "EL CERRO", comprising part of the Los Arqueros Tourist Complex in the municipal district of Benahavis, Málaga. The site occupied by "Residencial Los Pinos" has a surface area of 20,500 square metres, with the following boundaries:

North:

in a straight line with the estate known as "La Reserva de

Alcucuz;

South:

with road No. 2, "Calle del Cerro" of the Los Arqueros

Development;

East:

in a straight line with detached housing plot numbers 4 and 26

of the Los Arqueros Development;

West:

in a straight line, with the rest of the estate, "La Cuesta - El

Cerro" of the Los Arqueros Development.

The ownership of the apartments and other communally owned items of private property, or of communal property for private use comprising the "Residencial Los Pinos" Community will be governed by the general rules of the Civil Code and the current Horizontal Properties Law ["Ley de Propiedad Horizontal"] of the 21<sup>st</sup> of July 1960, by any particular rule as may apply to the aforesaid kind of development, and by these particular Statutes, the application of which should prevail, wherever there is either doubt or discrepancy, as long as no imperative rule prevents the same.

#### Article 3

- 1. The owners of each of the properties comprising the "Residencial Los Pinos" Community (henceforth the "Community") undertake to fulfil the conditions contained in these Statutes, which are expressly accepted at the time of purchasing the properties, as voluntary restrictions on their right of ownership.
- 2. Consequently, these statutory rules will be binding for all the owners of the estates and also their heirs, whether generally or specifically, in inter vivos or in mortis causa, with whom they will be jointly answerable for the fulfilment of the same.
- 3. Where on one of the estates comprising the Community the right of ownership or any other kind of right is shared by several owners under the system of community ownership, joint ownership or in condominium, the status of membership of the Community "Residencial Los Pinos" will be held precisely by the Community of Proprietors of the aforesaid

estate, wherefore the Community concerned will be represented by a single person, which person should be the legal representative of the same where appropriate, or an individual who for the purposes thereof should be appointed by the rest of the owners.

- 4. Where on any of the estates comprising the Community the right of ownership is divided by virtue of a right of usufruct, occupancy or a similar right, the status of membership of the Community of Proprietors "Residencial Los Pinos" will befall the legitimate owner as opposed to the beneficiary.
- 5. In the event of items 3 and 4 above all the owners or persons holding a right on the property will be jointly answerable to the Community.

#### Article 4

The Community of Proprietors is established for the purposes, amongst others, of fulfilling the following aims:

To attend to and to maintain the items of common property and those for communal use, together with all the Community's communal services, paying for its expenses and creating, where appropriate, new services of a similar kind;

To safeguard the exact fulfilment of the rules and regulations applicable within the Community;

To mediate and to settle, where appropriate, any differences as might arise between the various owners in abeyance with the interpretation of these statutes;

To unite the owners to resolve their common problems, representing them before the state, regional, provincial, town and other organisations and authorities, autonomous communities and legal or physical persons of any kind whatsoever.

CHAPTER II – ON ITEMS OF COMMON PROPERTY OR COMMUNAL USE.

#### Article 5

The Community has assets, items of property and/or facilities, which are for the private use and property of one or some of the owners, others which might be subject to communal ownership and private use, and others which might be common property and for communal use.

#### COMMON PROPERTY

Those items which, whilst not constituting the exclusive or private property of any one owner, belong jointly and wholly to all of them in proportion to their respective quotas are considered items of common property or Community facilities.

The right of ownership on the Community's items of common property is inseparable from the right of ownership which each owner is entitled to over the estate or estates which belong to them exclusively. No acts of ownership, disposal, rental or encumbrance may therefore be carried out on the common

property, which are not otherwise bound by and attached to the rights pertaining to each estate.

Specifically and without prejudice to the rights or encumbrances constituted to the favour of third persons the Community's common property shall include:

The streets and the network of roads and footpaths providing access to the different properties comprising "Residencial Los Pinos", located within the boundaries of the 20,500 m<sup>2</sup> site;

The street lighting and electric power facilities, conduits and installations for communal use and enjoyment within the boundaries of the 20,500 m<sup>2</sup> site;

The water supply and distribution network, from the point of connection to the Los Arqueros main supply line up until the individual connections to each property, and any facilities as may be subsequently installed to ensure the adequate supply of water;

The drainage water installations and pipelines, from the individual outlet from each property until the point of connection to the Los Arqueros main;

All the open and landscaped areas included between the apartment blocks, the completed swimming pool and the swimming pool scheduled for construction, together with the machinery and the solarium, the meter rooms, stairs, terraces, access to the passageways; footpaths, roads, areas for vehicular traffic and for traffic to manoeuvre in the garage areas, and the garage spaces or areas for the distribution of the same; entrance ramps to the car park; the machine room and water tank with its balancing tank and pumps; the room scheduled for refuse; the room scheduled for telecommunications, the main conduits, fountains, and irrigation installations, and the connections to services and any TV and FM aerials within the 20,500 m<sup>2</sup> site;

The foundations, the main walls and the party walls, the facade, the passageways, the meter panels and lifts, the stairs from the basement to the top floor, and everything on the estate as serves as common property;

Any other such items of this nature as might be established by the Community.

The owners of the estates comprising the Community will contribute to this common property, irrespective of the form and value which such property might have in the future, in the proportion or in accordance with the quota assigned to each property in these Statutes (or in the Horizontal Property Deeds).

#### COMMON PROPERTY FOR PRIVATE USE

The owners of the apartment/property No.s B1.1, B1-2, B2-1, B2-2, B3-1, B3-2, B4-1, B4-2, B5-1, B5-2, B6-1, B6-2, B7-1, B7-2, B8-1, B8-2, B9-1, B9-2, B10-1, B10-2, B11-1 and B11-2 will be entitled to the private use and enjoyment of the landscaped area (common property) located in front of their respective properties, which they are completely free to use, subject always to

them not changing the exterior appearance of the same or damaging the rights of other owners.

The stairs providing access to the respective apartments, the landings, the lift shafts and lifts, and all those items which are capable of being defined as belonging to a single block are considered common property for the private use of the appropriate block.

The cleaning costs, maintenance, repair and replacement expenses arising in the aforesaid items of common property for private use will be paid for at the expense of the owners of the respective apartments/blocks in proportion to the appropriate contributory rates quota held in the community.

#### Article 6

The Community of Proprietors acknowledges a voluntary right of way and passage to the favour of the company T.W. Baleares, S.A., and any other physical or legal person or persons as the latter may appoint, through each and every one of the facilities, gardens, pavements, streets and roads as exist in the Community and which, being of a common nature, provide access to the same.

The company, T.W. Baleares, S.A., will cede the aforesaid right, conferred by the Community, to the Los Arqueros Urban Maintenance Association [ "Entidad Urbanística de Conservación"] as soon as the latter is legally constituted and of which association membership is obligatory for all owners of apartments, houses, villas and plots located within the Los Arqueros Development.

The cost of establishing, maintaining, servicing, repairing, improving, extending, supplying, using and paying taxes on the common property and its management, will be assumed by the owners in proportion to the coefficients or property quotas indicated in these Statutes (or in the Horizontal Property Deeds), with the reservations expressed under article 5.3 of these presents.

#### **Article 8**

Independently of the connections, mains junctions and meter installations required for each item of common property and for the private property of each estate, which each owner will enter into, maintain and pay for at their expense, the supply of electricity for the Community's communal requirements will be entered into by the Community with the Supply Company. The supply of domestic water and/or for irrigation purposes will be subject to the conditions indicated in the contract of supply approved by the Illustrious Town Council of Benahavís and the company T.W. Baleares, S.A., or whomsoever the latter may subsequently designate (the Urban Maintenance Association in its day).

#### Article 9

- 1. The Communities communal services will be used according to their nature and will be maintained in adequate condition and, if necessary, will be repaired in the appropriate manner.
- 2. Ordinary repair works will be carried out merely by approval of the President of the Community. The approval of the Community's General Meeting of Owners is required to carry out any extraordinary works and improve works, together with any works for the installation of new services or items

of common property or communal use. Any repairs which have to be carried out due to negligence or are the fault of one or several owners will be carried out at their expense.

- In order to preserve the Community's residential status, its architectural image and its landscape gardening, the owners of the properties comprising the same may not without the prior permission of the General Meeting of Owners:
  - 3.1. Change or modify the colour of the facades and/or items of exterior brickwork;
  - 3.2. Fence off or change the Community's landscaped gardens even though some of them are for private use;
  - 3.3. Close, fence off or change the terraces and/or the window railings;
  - 3.4. Install awnings or terrace trellises, window railings and/or radio and satellite television aerials;
  - 3.5. Close and/or fence off the garage spaces;
  - 3.6. Use the property/house for business installations, or as a school, kindergarten, hairdresser, clinic, laboratory, home for the elderly and/or facility for carrying out any activity normally associated with free trade.

- 3.7. The approval of the General Meeting of Owners will not be required in order to rent the estates comprising the Community, where such rental is for tourist or residential purposes.
- 4. All the owners may use the items of common property or those which are for communal use in accordance with the purpose of such items and should respect the principles of good neighbourly relations which should govern the communal lifestyle, subject always to such usage not being excessive or contradictory to such ends and principles. Leaving goods or building materials in the streets, roads or green areas is not therefore permitted, as is storing or keeping inflammable, explosive, undesirable or harmful substances within private property or on common property which is either for communal use or for private use, or carrying out disturbing or dangerous activities or any as may endanger the reputation of the buildings or the owners or persons occupying the Community, or parking cars or any other kind of vehicle on the streets or common property for communal use, other than where such use is merely temporary.

#### CHAPTER III - THE COMMUNITY'S FINANCIAL REGIME

#### Article 10

1. A communal fund will always be available in the Community's Treasury and will be available to the Community's Administration to attend to the ordinary requirements of the Community. Such requirements will include the maintenance expenses, taxes or levies charged or issued on the whole of the estate, the repair and replacement of items of common property and common facilities for communal use like street lampposts; green areas,

of common property or communal use. Any repairs which have to be carried out due to negligence or are the fault of one or several owners will be carried out at their expense.

- 3. In order to preserve the Community's residential status, its architectural image and its landscape gardening, the owners of the properties comprising the same may not without the prior permission of the General Meeting of Owners:
  - 3.1. Change or modify the colour of the facades and/or items of exterior brickwork;
  - 3.2. Fence off or change the Community's landscaped gardens even though some of them are for private use;
  - 3.3. Close, fence off or change the terraces and/or the window railings;
  - 3.4. Install awnings or terrace trellises, window railings and/or radio and satellite television aerials;
  - 3.5. Close and/or fence off the garage spaces;
  - 3.6. Use the property/house for business installations, or as a school, kindergarten, hairdresser, clinic, laboratory, home for the elderly and/or facility for carrying out any activity normally associated with free trade.

gardens and the irrigation facilities for the same; pipelines and water conduits, electricity; television, telephone and radio circuit cables; swimming pools, street cleaning, insurance, administrative expenses and security, etc.

2. The aforesaid fund will consist of the monies provided by the owners and will be established through an initial contribution of ONE HUNDRED THOUSAND PESETAS, in respect of a deposit, the value of which may be increased by resolution adopted by a simple majority at General Meeting, and which will not be refundable to those owners who sell their property, who may obtain their refund from the subsequent buyers. Notwithstanding the aforesaid deposit, owners will pay any ordinary and extraordinary fees as they are obliged to pay in accordance with the annual budgets approved at General Meeting.

#### Article 11

- 1. Owners will, within a period of thirty days following receipt of the appropriate notice sent by ordinary post, pay the ordinary or extraordinary fees which each person is obliged to pay as per the provisions of these Statutes and/or as approved at the General Meeting of Owners, into the Community's Treasury or the bank account indicated for the purpose thereof.
- 2. Any delay in fulfilling this obligation will give rise to a surcharge on the aforesaid fees, without the need for any further notice or demand thereon, of 10% per annum as of the last day on which the payment should have been confirmed, plus the legal interest payable thereon according to the Bank of

Spain's base rate, increased by two (2) points. Such monies will be to the favour of the Community and should be paid into the Community's funds. In the event that, as a result of a delay or a failure to fulfil the obligation to pay, surcharges, fines, legal or extrajudicial costs are incurred, including any fees or rights payable to the Community's Lawyer and Procurator, even where the intervention of the latter were not strictly required, such monies will be at the expense of the debtor or person pr persons failing to fulfil these presents.

#### CHAPTER IV - THE COMMUNITY'S GOVERNING BODIES

#### Article 12

The Community's supreme governing body is the General Meeting of Owners which, by majority vote of the contributory rates quotas, is responsible for deciding on all those issues which by Law or by virtue of these Statutes are not the responsibility of another body or the administration, and amongst other items will decide on the following:

To appoint and to dismiss the physical or legal persons exercising the offices of President, Secretary and Administrator. These offices may not be held by any one person;

To approve the annual income and expenditure budget forecast for the Community and the corresponding accounts, demanding the payment of fees from the respective owners through the President or the Administration or persons appointed by the same whether legally or extrajudicially;

To approve the execution of extraordinary works and works for improvements, and the installation of new items of common property or for communal use, and to seek funding for them to be carried out;

To ensure that each owner or occupant of the estates fulfils the Statues and the Internal Rules and Regulations;

To elect a President, which office should befall an owner or person empowered to such effect by the latter. To furthermore elect a Secretary and an Administrator, which person does not have to be an owner in the Community;

To approve the amendment of the Statutes and to determine the Community's Internal Rules and Regulations, wherefore for the purposes of validly adopting a resolution on issues relating to this item a majority vote in favour of at least two thirds of the contributory rates quotas will be required;

To be aware of and to decide on any other issues of general interest to the Community, agreeing any necessary measures as are in the best interests of the same;

Any other issue which is not specifically assigned to another body.

The Ordinary General Meeting will meet at least once a year, within the first six months following the end of the financial year.

The financial year will end on the 31st of December of each year.

The Ordinary General Meeting will be called in writing to be sent by certified post, which notice should be sent at least thirty days prior to the date on which the Meeting is due to be held and indicating the items to be dealt with on the agenda. The notice of Ordinary General Meeting should be accompanied by a statement of account for the preceding financial year and the budget for the current year.

#### Article 14

Where the President or the Administrator or any Management as may be appointed, or any owners whom together represent at least a fifth of the contributory rates quotas make such a request, an Extraordinary General Meeting should be called by certified post, which notice should be sent at least ten days prior to the date on which the Meeting is due to be held.

#### Article 15

The General Meeting of Owners will be chaired by the Presiden

Community or any person as the latter may appoint.

Minutes should be drawn up at the end of each General Meeting of Owners, which should be signed by the President or the person exercising such duties and by the Secretary.

A copy of the minutes will be sent to the owners by certified post within a period of forty-five days following the date on which the General Meeting was held. Owners should subsequently provide notice by certified post of any objections, opposition or requests for any amendments or additions to the minutes within a period of thirty days following the date of receipt of the same.

The appropriate resolution will be adopted on such requests at the General Meeting held following receipt of the same. Where no requests are made or objections raised, the minutes will be deemed to have been approved.

#### Article 16

The General Meeting's resolutions will be subject to the following:

Unanimity for the validity of resolutions implying the approval or the amendment of the rules contained in the Initial Deeds or these Statutes;

A majority vote will suffice for the validity of any other resolutions, in accordance with the provisions of article 16 of the Horizontal Property Law.

Where the General Meeting is not validly constituted on first call, the General Meeting may be held on second call, which may be called at the same time as the first call is issued, with a period of at least thirty minutes elapsing between the first and the second call. Where between those present and represented the Meeting it is at least attended by one third of the Community's contributory

rates quotas, the Meeting will be deemed duly constituted and able to adopt valid resolutions.

In the event that such a quorum is not obtained, any owner may legally request the adoption of measures, which measures may be entrusted to the Administrator or any other person representing the Community.

#### Article 17

Owners are empowered to speak and to vote at General Meetings or to delegate their representation in a physical person, simply be means of a letter, which person may or may not be an owner. In the case of joint ownership or a shared property, the owners should appoint a single person to exercise the right to speak and vote on behalf of them all, wherefore all such owners will be bound by the actions of their representatives.

#### Article 18

It is the President's duty:

To represent the Community of Proprietors in and out of court and especially at the future Los Arqueros Urban Maintenance Association;

To call the General Meeting of Owners;

To chair and to conduct the deliberations of the General Meeting of Owners and to enforce its resolutions.

Alternatively, the General Meeting of Owners may elect from amongst its number a Governing Committee, which will consist of a minimum of three and a maximum of seventeen owners (one per block), the purpose of which will be to serve as a link between the owners and the Community's Governing Bodies, supporting such Governing Bodies by formulating proposals, developing initiatives and carrying through resolutions to improve neighbourly relations and to care for the items of common property and communal use within the Community.

#### Article 20

The Community will have an Administrator, which may be either a physical or a legal person, such duties being initially entrusted to the person designated by the company T.W. Baleares, S.A., and whose term in office may be extended annually by a resolution validly adopted by the General Meeting. Similarly, the office of the Community's first President will be held by the person or persons designated by T.W. Baleares, S.A., under the same conditions as indicated above.

#### Article 21

It is the Administration's or Administrator's duty:

To assist the President in ensuring the correct management of the Community, its facilities and its services, immediately reporting any anomaly or incident which might arise in this respect to the President;

To draw up the income and expense budget forecast and to formulate the measures required to meet the same, which should be referred to the Ordinary General Meeting of Owners together with the accounts for the preceding year;

To attend to the care and maintenance of all the items of common property and services for communal use, carrying out any normal repairs and, with regard to the extraordinary repairs, adopting any emergency measures as might be required and immediately informing the President thereof;

To carry through the resolutions adopted by the General Meeting of Owners and the instructions received by the President with regard to building works, and to make any payments and collect any monie might be appropriate, and to render accounts for the same to President.

To safeguard the Community's documentation and to make it available to the President and, where appropriate, the owners;

Any other duties as may from time to time be assigned by the President or are conferred on the Administrator by the General Meeting itself and including acting as Secretary in the event that a specific person has not been appointed as such.

To draw up the income and expense budget forecast and to formulate the measures required to meet the same, which should be referred to the Ordinary General Meeting of Owners together with the accounts for the preceding year;

To attend to the care and maintenance of all the items of common property and services for communal use, carrying out any normal repairs and, with regard to the extraordinary repairs, adopting any emergency measures as might be required and immediately informing the President thereof;

To carry through the resolutions adopted by the General Meeting of Owners and the instructions received by the President with regard to building works, and to make any payments and collect any monies as might be appropriate, and to render accounts for the same to the President.

To safeguard the Community's documentation and to make it available to the President and, where appropriate, the owners;

Any other duties as may from time to time be assigned by the President or are conferred on the Administrator by the General Meeting itself and including acting as Secretary in the event that a specific person has not been appointed as such.

The Administration or Administrator will receive an annual salary in accordance with the normal market price, at the expense of the Community's account and in keeping with the work to be done.

The rest of the offices of President, Secretary and, where appropriate members of the Governing Committee, will be unremunerated.

#### Article 23

Transitory Dispositions:

Whilst T.W. Baleares, S.A., remains the owner of any property comprising the Community of Proprietors "Residencial Los Pinos" it may:

Use one of more of the properties belonging to it as a show flat or sales office;

Improve solely at its expense (always within the originally defined architectural style and landscape design) the gardens and the exterior paintwork of properties belonging to it which are for sale or used according to item one above;

Incorporate as part of this Community the apartments (properties and other pertinent items of common property) arising from the eventual completion of Blocks 1, 2, 3, 4, 5, 10, 11, 16 and 17.

#### CHAPTER V - ON LIABILITY

#### Article 24

The Community's civil liability to the owners or to persons outside the same will be distributed amongst the former in accordance with the coefficients or property quotas assigned to each owner, other than where it may be attributed to any one owner or group of owners, and in which case any compensation for damages will be at the sole expense of the such persons.

#### Article 25

All the Community's buildings and facilities should be insured against civil liability, fire, flooding and other natural phenomena, and against explosions from gas or other appliances, like those running off steam. Such insurance policies will be taken out on the building, its contents and decorative furnishings belonging to the Community, where appropriate, but will not cover the contents and other private valuables belonging to each owner, which might be subject to a claim.

#### Article 26

Where the compensation received from the insurer is less than the monies necessary for reconstruction, the owners should agree to provide the difference required in accordance with the respective coefficients or property quotas assigned, and where such compensation is greater, any surplus will be left at the disposal of the Community.

Where one or more buildings are completely or partially destroyed, the owners may choose between rebuilding the same or selling the site and whatever remains of the building/s.

It is understood that it will not be necessary for such a resolution to be decided unanimously by the owners, even if only one property is affected, it being sufficient for such a decision to be taken by majority at General Meeting.

Any owner who does not agree with rebuilding the same, will be obliged to cede their rights to the others, at a price established by two surveyors, one of whom will be appointed by each party and, in the event of a dispute, by a third appointed by drawing lots.

#### Article 28

Where the General Meeting decides not to rebuild the building/s, the site and the materials will be sold in a manner to be agreed by the General Meeting, and the price distributed in accordance with the coefficients or property quotas thereon.

#### CHAPTER VI - FINAL DISPOSITIONS

#### Article 29

Any owners selling their property or constituting any real rights on the same, and any as may acquire such real rights or property should inform the Administration to such effect by certified post.

In the event of a sale or the constitution of any real right on the properties comprising the Community of Proprietors, mention will be made in the public and private documents to be drawn up for such purposes of the existence and the acceptance of these Statutes and of the obligation on the part of the new owners of the property or real rights to fulfil the same.

#### Article 31

In addition to these Statutes and insofar as they do not contradict the provisions of the same, the Community will also be bound by the provisions of the Spanish Law of the 21.7.60 on Horizontal Property.

#### Article 32

In the event of any dispute arising with regard to the interpretation or application of these Statutes, the owners, in express renunciation of any action they might otherwise be entitled to, hereby submit themselves to the jurisdiction and authority of the Courts and Tribunals responsible for the area in which the estate is located, in the municipal district of Benahavís (Málaga, Spain), wherefore Spanish legislation will prevail.

#### Article 33

Where any owner renounces ownership of an apartment, storeroom or garage to free themselves of the financial burden incurred on common property, it is understood that such rights are renounced to the favour of the rest of the owners.

The owners of apartments located on the ground-floor will contribute to the stair and lift expenses.

#### Article 35

The person appearing herewith hereby requests that the Registrar record these presents in the Land Register which he is respectfully entrusted with.

#### 3.2 INTERNAL RULES AND REGULATIONS

- **Article 1.** These internal rules and regulations contain rules which govern living together, good neighbourly relations and the appropriate use and employment of the facilities, services and other communal items. Compliance with these rules is which are obligatory for all owners, tenants and employees.
- Article 2. The General Meeting of Owners is empowered to make any appropriate recommendations and to adopt any resolutions as proceed in order to preserve at all times the property's moral standing, its status as a private residence and the orderly condition of the same.
- Article 3. The lift should in no instances be used by people under fourteen years of age, unless accompanied by other persons who are above this age.
- Article 4. Hanging clothes on the exterior facade is completely forbidden, as is placing objects on balconies or windows, only plant pots, flowers and decorations of a reduced size being authorised. Care should be taken to ensure that such objects are well secured and that watering them does not produce drips.

The watering of gardens or other private areas should not produce undesirable effects on other areas whether private or pertaining to the Community. Where the latter arises, the person responsible will be answerable for the consequences.

- Article 5. Cleaning and beating carpets, rugs, mats, etc., and watering flower pots should be carried out during the times indicated in the Municipal Bye-Laws.
- **Article 6.** Carrying out any inconvenient, insalubrious or dangerous activities in the interior of an apartment and keeping any pets which are not tolerated by the currently effective health regulations, or the Municipal Police Force, are prohibited.

Dogs may not be unleashed in communally used areas and should not be permitted to foul them. In the event of the latter, the cost of cleaning and disinfecting the area will be paid for by the owner.

Article 7. The apartments will be used for residential purposes.

Any appliance such as a radio receiver, television, etc., will be supervised in such a way as to ensure that its use does not affect or disturb other apartments.

Article 8. Leaving bicycles, children's pushchairs or any other object on the stairs, hall or doorway will not be permitted.

Article 9. Rubbish should be placed in the containers/bins located in the basement storage rooms of each block.

Article 10. In order not to affect the tranquillity of the rest of the owners, no uproar or commotion should be caused either within each flat or in the communally used areas.

Article 11. The recreational area, with the swimming pool and terracing will be for the exclusive use of the owners or tenants of the apartments in blocks 6, 7, 8, 9, 12, 13, 14 and 15 and of those blocks as may be subsequently be built as block numbers 1, 2, 3, 4, 5, 10, 11, 16 and 17, and of the relatives of the same.

Persons under the age of 15 will not be permitted access to the swimming pool unless accompanied by a relative who is above the age of consent.

Taking animals to the swimming pool is completely forbidden.

All normal health and safety regulations will be observed.

Article 12. The failure to fulfil any of the articles in these regulations, without prejudice to any compensation for damages as might arise may, subject to the severity of each case, will incur a fine of between 5.000 and 100.000 Ptas., imposed by the General Meeting, which monies will be credited to Community's funds.

Article 13. These regulations will come into effect as of the legal constitution of the Community of Proprietors of "Residencial Los Pinos".

Article 14. Owners will be answerable to the Community for any disturbance or damages as are caused by members of their family or their company or the occupants of any private property. Provision should be made so that a failure to comply with these statutory regulations may be considered a reasonable cause for the determination of any contracts as owners might enter into for the use of their private property.

Article 15. The estates which are subject to ownership and/or private use may not be scheduled for use as places in which to rear or grow vegetables or animals. Furthermore, making unreasonable noise from 3 until 5 o'clock in the afternoon and from 11 o'clock at night onwards is not permitted. Only domestic animals "normally" considered as pets, such as dogs, cats, etc., will be permitted, and in no instance should there be more than one per property. Keeping other animals like reptiles, arachnids, etc., is completely forbidden.

Making excessive and unreasonable noise which might disturb neighbours during the day is not permitted, and in the event of a party or a meeting which might affect the latter, permission should be sought beforehand from the President of the Community. The same rules on smells and noise also apply to pets, which animals may not be let loose on communal property or areas for communal use.

#### 3.3 Management Company

 The management company Sagesa S.L. has been selected to run the Micro-Community of Los Pinos for the first year. After such a time the Community may vote to retain the services of this company, elect a new company or they may decide to run the community themselves.

#### 3.4 Community Budget for the Period 1<sup>st</sup> Jan 1999 to 31<sup>st</sup> Dec 1999

Personnel	Pesetas
Gardening, Pool cleaning, General cleaning etc.	3.900.000
General maintenance	302.000
General Items	
Pool Cleaning Products General replacement plants General maintenance materials i.e. paint	100.000 75.000 150.000
Water consumption General Electric consumption	450.000 600.000
Lift Maintenance by OTIS T.V. Satellite maintenance	1.781.064 100.000
Building Insurance Cuota Macro Community	571.034 1.200.000
Security Contract	excluded
Assessor Fiscal	75.000
Reserve Fund	250.000
Administration fee  Total budget	750.000 10.304.098

### 3.4 Community Budget for the Period 1<sup>st</sup> Jan 2000 to 31<sup>st</sup> Dec 2000 Revised to include the 3<sup>rd</sup> fase.

Personnel	Pesetas
Gardening, Pool cleaning,	6.560.000
General cleaning etc. Cleaning service	1.248.000
General maintenance	400.000
Soccorista	677.000
General Items	
Pool Cleaning Products	200.000
General replacement plants	150.000
General maintenance materials i.e. paint	300.000
Pest Control	200.000
Water consumption	1.050.000
General Electric consumption	2.600.000
Lift Maintenance by OTIS	2.838.000
T.V. Satellite maintenance	100.000
Building Insurance	1.250.000
Cuota Macro Community	2.228.000
Security Contract	excluded
Assessor Fiscal	125.000
Reserve Fund	650.000
Administration fee	1.620.000
Total budget	22.196.000

#### 4.0 ELECTRICAL INSTALLATION

#### 4.1 Maximum Capacity and Connection

- The apartments have an electrical installation which has a maximum capacity in terms of Wattage.
- The maximum allowable capacity for each apartment is:-

Maximum Capacity

16.435 Watts

• The electricity company which supplies the apartments is:-

Compañía Sevillana de Electricidad, S.A. Castillo, 1

29600 Marbella

Tel: 900 248 248

 To contract a supply, it is necessary to present Sevillana with the 'Bolletin de Instalaciones Electricas' (inserted in box) which certifies an approved electrical installation and specifies the apartments maximum capacity. You may contract a supply upto the maximum specified capacity for your apartment (see above). Sevillana will also require your Bank Details and your NIE Number/Passport.

#### 4.2 Electric Meters

• Electric Meters are situated in the following places:

Blocks 6 & 7: to the right of the communal staircase which will

lead to the large swimming pool of the 2<sup>nd</sup> phase.

Blocks 8 & 9: recess to the stone wall outside the entrance to the

underground garage.

Blocks 12 & 13: to the left of the garage entrance to the blocks.

Blocks 14 & 15: to the right of the staircase leading down to

the central communal road.

# 4.3 Voltage

- The voltage is 220 volts.
- Electrical equipment from other counties, which run on 240 volts, may be used. However it is advisable to purchase all electrical appliances intended for use in Spain.
- It should also be noted that due to a different broadcasting system in Spain, foreign Televisions and Video Recorders do not function.

#### 4.4 Electric Circuit Box

- The electric circuit box is situated in cupboard next to the main entrance door of the apartment.
- The main circuit breaker switch is on when in an upwards position. If the supply is left off for a long period of time, the back-up battery of the alarm system may need replacing.
- The individual isolated circuit breaker for the lounge, kitchen etc. are also situated on the same panel and administer a supply when in the upwards position. There is a list on the inside of the panel door, which indicates the various circuits and their corresponding switch, a translation of which is inserted in the box.
- If a cut in the supply occurs, normally caused by an electric surge in the main supply, carry out the following procedure:
  - i. Move all the circuit switches in the panel to a downwards/off position.
  - ii. Reset the main circuit breaker to an upwards/on position.
  - iii. Reset the rest of the circuit switches, one by one, to on.
  - iv. If there is a fault, the main circuit breaker will flick down the moment you try to reset the individual circuit breaker carrying the fault.
  - v. In this case leave the faulty circuit switched off and call a professional electrician.

#### 4.5 Electric Sockets

- The electric sockets fitted to the apartments are standard throughout Spain.
- We recommend that any electrical appliances brought from abroad should be fitted with the standard Spanish two-pin plug, which are available in electrical stores and large supermarkets. The use of adaptors is not recommended.

#### 4.6 Electric Water Heaters

- Each apartment is installed with an electric water heater with a capacity of 150 litres. Each heater is thermostatically controlled so that a constant temperature is maintained.
- They are located in the laundry room. The on/off switch is situated on the wall next to the tank and is on when the switch is in the down position.
- The water temperature is set before installation and it is generally not necessary to make changes.
- The maintenance, instruction manual and guarantee are in the box.

#### 4.7 Extractor Fans

• The extractor hood in the kitchen is connected to a main duct. The maintenance, instruction manual and guarantee are in the box.

# 4.8 Air Conditioning

- Please refer to the instruction and maintenance manual inserted in the box.
- The condenser units are situated above the panels in the bathrooms.
- The chiller units for each apartment can be found on the roof of the respective block. The key to access the roof is with the Micro-Community.

# 5.0 WATER SUPPLY

# 5.1 Billing

The water supply is administered and controlled by TW Baleares SA. It billed to the Micro-Community of Residencial Los Pinos. This is then apportioned to the Micro-Community Charge for your apartment, according its co-efficient of ownership.

# 5.2 Main Internal Stop-valve

The main stop-valve is located in the laundry room.

# 5.3 Isolated Stop-valves

The bathrooms, kitchens and laundry rooms also have their own individual stop-valves situated in the upper part of the wall.

# 6.0 DOMESTIC APPLIANCES

• The instruction and maintenance manuals and guarantees are in the box.

# 7.0 MAINTENANCE OF MARBLE

Marble is a naturally occurring porous material. In order to prevent marks and to maintain its shine, it is recommended to do the following:-

- Avoid the use of wax products. They can make the surface slippy. Furthermore they can remove the shine and create permanent marks.
- Dry all water drops immediately as they can also cause permanent marks.
- The use of only water may also iniciate the loss of shine to the floor.
- It is recommended to use special cleaning fluid specifically designed for marble. Always follow the instructions.
- For best results, the regular use of a domestic floor polisher which utilizes special liquids is recommended.

### 8.0 GARAGES AND STOREROOMS

- The main garage entrance door is automatic and electrically operated by the remote control button presented with this document. There is a also and internal control activated by the manual key, attached to the pillar inside the garage which also operates the door. The door also may be opened manually from the inside should there be an electric fault.
- All the garage spaces are numbered according to your apartment and you may only use the numbered space purchased and appearing in the Title Deeds.
- Please do not bring flammable liquids into the garage or storeroom areas due to their inherent fire risk.
- It is also prohibited to empty and/or fill petrol cans/tanks in the garage and storeroom areas.
- The storerooms, if purchased are numbered and the respective key is presented with this document. Please remember to switch off the light after use.

### 9.0 TELEPHONES

- A telephone point can be found in the lounge, kitchen, and all bedrooms.
- To connect to the main Spanish telephone network of the 'Compañía Telefónica Española S.A., please call 1004. You will need to provide them with a copy of your Passport/Identification Number and bank account details. It may be necessary to provide a deposit. The line should be connected within two weeks.
- Calls are billed monthly and each call is itemised.

# 10.0 TELEVISION AND SATELLITE

- Television and satellite points are installed to the lounge, kitchen, all bedrooms and main terrace.
- There are five satellite channels, which are provided by the Micro-Community and these are:-

i.	Eurosport	English
ii.	CNN	English
iii.	Sky News	English
iv.	Z.D.F.	German
v.	R.T.L.	German

- If you require further Satellite Channels, it is necessary to purchase a
  decoder for Astra Satellite. These are available in most Television and
  Satellite stores along the coast.
- If the quality of the picture deteriorates at any time please inform the President of the Micro-Community of Los Pinos.
- The normal Spanish Channels are also available:
  - i. TVE 1
  - ii. TVE 2
  - iii. Antena 3
  - iv. Canal Sur
  - v. Tele 5

# 11.0 HOUSEHOLD INSURANCE

- The insurance policy taken out by the Micro-Community of Los Pinos covers the communal areas of the development. It also includes for fire and structural damage of the building.
- It is recommended to take out your own policy to cover against theft and contents etc.
- We list two Insurance Brokers that can offer such a policy:-
  - (a) H.W.I.

Helendal S.A. Correduria de Seguros Centro Comercial Diana, Bloque III – Local 32, 29688 – Estepona Malaga

Tel: 95 288 2273 Fax: 95 288 4226

(b) B. M. I. Insurance Brokers S.L Edificio Online, Locales 14/15 Hotel Andalucia Plaza 29660 Nueva Andalucia Marbella Malaga

> Tel: 95 281 3314 Fax: 95 281 3292

# 12.0 ALARM SYSTEM

- The alarm control panel is situated next to the main entrance door.
- There are infra-red detectors to the lounge and all bedrooms which are connected to the central system located in the cupboard adjacent to the main entrance door.
- The central system can linked to a security company for monitoring should you leave the property vacant. The security company will need to install a radio transmitter. Listed below are two security companies within easy reach of Los Arqueros:-

Viper Seguridad S.L Marbella

Tel: 95 281 2827

ADT Prosegur Sistemas de Seguridad S.A. Av José Maria Gironella,2 29660 Marbella Tel: 95 282 9983

- The main entrance door has a magnetic switch, which activates the alarm system when opened.
- The alarm system has a back-up battery which is constantly charged by the main electricity supply. If the electric supply faults, the alarm system will still work. However if the electricity system remains disconnected for an extended period of time the battery may run out and the alarm will cease to work. Please refer to section 3.4.
- Please remember that the infra-red detectors respond to movement and may be activated by domestic pets.
- Each alarm has an initial activation/de-activation code of 1234, which should be personalized as soon as possible.

# 13.0 RUBBISH COLLECTION

- All domestic rubbish can be placed in the Rubbish Rooms which are located in the basement next to each lift.
- The Community Caretaker will collect the rubbish regularly for disposal.
- The annual bill for water is approximately 3.000 Pesetas and will be charged to your appartment via the Micro-Community.

# 14.0 POSTAL COLLECTION

- All post which is addressed to Los Arqueros is delivered to the Macro-Community office situated next to the Golf Club Manager's Office in the Clubhouse.
- Your address will be the following:-

Apartment No.
Residencial Los Pinos
Urb. Los Arqueros
Ctra. De Ronda, km. 166,5
29679 Benahavís
(Malaga) Spain

• The post will be sorted according to name and can be collected at the following times:

Monday to Friday 10.00hrs - 1430hrs

1530hrs - 1800hrs

# 15.0 PROPERTY MANAGEMENT COMPANIES

- We list below three companies who offer various property management packages.
- Services which are offered include:-

Property Management – weekly inspections etc

Property Maintenance – plumbing, electrical, emergency repairs.

Cleaning services

Laundry services

Car hire and transportation services

Property rental Legal and Fiscal Services – payment of property taxes.

### Sagesa

Ctra. Cádiz, Km. 192 29600 Marbella

Tel: 95 283 2345 Fax: 95 283 3091

Mayfair Management Property Management & Rentals 132 Linda Vista Alta San Pedro de Alcántara

Tel: 95 278 0793 Fax: 95 278 7083

Casa Care
Edificio Framire
Calle Alcornoque
Elviria
29600 Marbella
Tel: 95 283 2656

Tel: 95 283 2656 Fax: 95 283 2717

# 16.0 USEFUL TELEPHONE NUMBERS

	NAME	NUMBER
1	Police (emergency)	091
2	Fire Brigade (San Pedro)	95 278 3838
3	Townhall Benahavis	95 285 5500
4	Health Centre (San Pedro)	95 278 5052
5	Local Police (San Pedro)	95 278 3099
6	Post Office (San Pedro)	95 278 0393
7	Tourist Office (San Pedro)	95 278 5252
8	German Consulate	95 222 7866
9	United Kingdom Consulate	95 221 7570
10	Sweden Consulate	95 246 7195
11	Malaga Airport	95 204 8484
12	Gibraltar Airport	9567 73026
13	San Pedro Bus Terminal	95 278 1396
14	Renfe (Malaga)	95 236 0202
15	Cruz Roja	95 277 4534
16	Taxi-Sol	95 282 3535
17	Guardia Civil	062
18	Los Arqueros - Restaurant	95 278 6437
19	Los Arqueros – Golf Club	95 278 4600
20	Los Arqueros Security	907 292 280
21		
22		
23		
24		
25		

