



STATUTES VERSION 1.1

Revision history

Date	Version	Author	Changes	Approver
1981-01-15	1.0	Administrator	First approved version	Board of Owners
2025-03-31	1.1	Administrator	According to EGM on Nov 11th 2024: 11th article: Section a) adjusted to comply with current laws and regulations and Section b) added decision to prohibit holiday rentals.	Board of Owners

STATUTES OF THE COMMUNITY OF OWNERS OF THE URBANIZATION «LA COLINA»

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1st ARTICLE

Under the denomination of Community of Owners of the Urbanization “La Colina”, located in Los Cristianos, Municipal District of Arona, and covered by the Law on Proprietary Interest, is constituted the Community of Owners of the said property, in which are integrated all the owners of chalets and apartments situated in the same. This denomination of the said property may be substituted by any other by virtue of majority agreement by the Community.

2nd ARTICLE

To each owner corresponds:

a) With a privative character:

The full and exclusive ownership of the apartment or chalet belonging to the same, with the limitations imposed by the Law on Proprietary Interest. In this privative property is included the paving, the ceiling and the drainage and main services which pass under the said property.

b) With a joint ownership character:

All and each one of the elements that are listed in the First paragraph of the deed of declaration of new construction and division of dwellings executed on the in the presence of the Notary of Granadilla, Mr. Lucas Raya Medina.

3rd ARTICLE

The mere fact of being an owner of an apartment or chalet located in the property implies the approval and acceptance of the present Statutes and the observation of the agreements adopted by the Board of Owners in the matters which are their

responsibility, the whole thing without prejudice to the right of objection to such agreements which is authorized by article 16 of the Law on Proprietary Interest.

RIGHTS AND OBLIGATIONS

4th ARTICLE

Each owner may effect at his expense and in the apartment or chalet belonging to him, any improvements and modifications which he considers appropriate, providing these do not affect any common element, the privative property of the other owners, or the security, shape or exterior condition of the property, and he must previously advise the Community of Owners about such work.

5th ARTICLE

Every owner is obliged to effect at his expense and in his apartment or chalet, as well as in its installations and main services, whatever work or repairs may be necessary in order to avoid damage to the property or to any other owner, being responsible for the damages caused by default of this rule.

6th ARTICLE

In addition to the limitations imposed by the Law on Proprietary Interest, it is forbidden for the owners:

- a)** To place or store objects in the lobbies, corridors, stairways and other common elements, either permanently or temporarily.
- b)** To effect any kind of work in the common elements or services without the authorization of the Community, even if it were to the advantage of the property; the breach of this obligation will mean that the infringer must pay the Community by way of a penalty, a fine whose amount will be equal to the estimated cost of the work carried out and the work which may have to be realized in order to return things to their original state, the whole thing without prejudice to the appropriate legal actions that may be exercised against the said infringer, to claim the mentioned penalty and the damages caused by such work.
- c)** It is also forbidden to park any vehicles in the accesses and to drive cargo vehicles on the common areas which are not prepared for that purpose.

7th ARTICLE

Every owner can demand from the Community the realizing of whatever work may be necessary in the common elements and the prompt repair or replacement of the common services and installations which may stop functioning through breakdown or destruction or which may turn out to be obviously inconvenient or insufficient. The financing of such repairs or work will be on account of the Reserve Fund foreseen in the last paragraph of Art. 20.

8th ARTICLE

Every owner is obliged to consent to the realizing in his private property of any repair work required in the property services, therefor allowing the entry to the said property during working hours of the persons in charge of executing such repairs.

9th ARTICLE

The present owner or the future owners of apartments or chalets are expressly authorized to effect whatever operations of division, aggregation, grouping, segregation and determination from the rest which they consider necessary or convenient in respect of the properties which they own, even after having sold one or more properties, without the approval of the Board of Owner, providing they do not violate the provisions of the present Statutes and Bylaws, establishing the participation quotas corresponding to each of the properties which they create, without altering the remaining quotas.

USE OF THE CHALETS AND APARTMENTS

10th ARTICLE

The apartments and chalets will be used exclusively for habitation, and no commercial or professional activity is allowed in them. Both in the apartments and chalets no activity may carried on which is improper or is a cause of damage or nuisance to the other occupants. It is also forbidden to install machinery or motors, except for those with a limited power which do not produce annoying vibrations or disturbing consequences for the other occupants of the property. Lastly, the use of radios, TV and musical equipment will be controlled in order that their volume does not cause a nuisance to the other occupants.

11th ARTICLE

a) Long term rentals (3 months or more per rental)

The owners who use their apartment temporarily or permanently for letting to third parties are obliged to declare this situation before the competent authorities and register them in the police web (policia nacional).

Rental contracts per less than a year must be registered in the land registry, giving a reason why (students, working contracts of the tenants, per less than a year, etc...)

b) Holiday rentals (less than 3 months per rental)

Holiday rentals are prohibited.

Excepted from this rule are those apartments where the owner had an active and valid license for tourist rentals (VV license) that was approved by the authorities at the time of the decision by the Board of Owners at the Extraordinary General Meeting on November 11th 2024, and that said license is still valid at the time for holiday rentals.

OF THE EXPENSES**12th ARTICLE**

The general expenses for the adequate maintenance of the apartments, chalets and their common elements, which are not open to individualization, will be met by their owners in proportion to their respective quotas, that with a general character or special for the group A, are determined in the deed of division of dwellings.

13th ARTICLE

An ordinary or normal expense of use, conservation, repairs, renovation and maintenance or any other in relation to installations or elements which are destined or applied to services from which one or some of the properties and not all result in fact beneficiary, will be met solely by the former.

14th ARTICLE

Every owner is obliged to advise the Community in writing any change of address for the purpose of notifications, as well as for demands for payment and judicial claims, all

of which will have the desired legal effect providing they are realized at the addresses expressly stated by the owners and which must be necessarily fixed in the Island of Tenerife.

MANAGEMENT AND ADMINISTRATION

15th ARTICLE

The Board of all the owners of the property is the supreme body for the management of the communal elements of the property and the necessary coordination of the individuals. Their resolutions, within their powers, bind all the owners under the terms provided in the Law on Proprietary Interest.

16th ARTICLE

The Board will nominate a Chairman from among the owners with the faculties which the Law confers on him, to represent the Community in trial and out of it; he will also summon and direct the meetings and dispose the writing up of the minutes of the same, which he will subscribe together with the Secretary of the Community. In the same way the Board will likewise nominate from among the owners a Vice-chairman who will substitute the Chairman in the event of absence or sickness; the said Vice-chairman will have the same powers and faculties as the Chairman.

17th ARTICLE

Likewise the Board will nominate from among the owners a Secretary who will be in charge of carrying out the corresponding summons for the Board Meeting, writing the minutes of each meeting that is held, certifying the resolutions adopted with the approval of the Chairman and effecting the notifications of such resolutions.

The Board will also nominate two members from among the owners. The owners elected for the above mentioned duties will constitute the Committee of the Community.

18th ARTICLE

In the same way the Board will designate the Administrator or Executive of the Community. This duty should devolve upon a person who holds no property in the building and he must perform the duties assigned to him by the Board or the Committee.

19th ARTICLE

The duties of Chairman, Vice-chairman, Secretary and Members, will be gratuitous and reeligible and their duration will be for two years and will be renewed by numerical half at the regular annual meeting or when it is decided by the Special Meeting summoned for that purpose. The persons who result nominated for such duties should accept the same, unless a just case exists that exempts them from carrying them out.

20th ARTICLE

Within the first four months of each annuity the Administrator will prepare the balance of the previous year and will submit to the Board of Owners the Plan of Income and Expenses for the running year. The supporting documents will be available in the Community Secretary's Office during the two weeks previous to the Meeting; of such documents any of the owners may request in writing and to his account, the corresponding photocopies.

If the said Board approves the Plan of Income and Expenses, the effects of the same will be dated back to the first of January of the year in which it is approved. In the event that for any reason the said Plan were not approved within the term mentioned in the previous paragraph, the previous year's Plan will be extended, with an increase of 20 per cent, without prejudice to the readjustments and settlements called for when the current plan is approved.

In the mentioned Plan of Income and Expenses will be determined the items corresponding to income by indicating the amounts that each property has to pay in accordance with its respective participation quota, general and special.

The Ordinary Budget will be obligatorily increased in each business year by five per cent of its amount, which will become a reserve fund until this reaches the twentieth part of the value of the property. To the account of the said reserve fund the Board of Owners can meet the cost of the extra repairs for the conservation of the property or in its case, the deficit of the Plan of Income and Expenses in force.

Together with the payment of the first monthly quota of common expenses, the joint owners are obliged, once only, to pay another equal amount with the object of partially constituting the mentioned Reserve Fund.

21st ARTICLE

All the movements of funds will be effected through a current account opened in the name of the Community at any bank in Los Cristianos; all the payments to be realized will be channelled through the said account. The drawing of funds from this account will be effected by cheques subscribed by the Chairman, Vice-chairman or Secretary, without distinction, as well as the Administrator.

22nd ARTICLE

The annual amounts which the owners have to pay according to the Ordinary Budget will be payed to the Administrator, or in its case, into the Community's current account per natural months and within the first ten days of each one of them. Any quota not satisfied within the said time will produce without requiring notification or demand an interest of 5% per month in favour of the Community from the date when it should have been payed; this interest must be payed together with the amount of the mentioned quota, having the same consideration as the quota.

If the owner did not make effective the outstanding quota and the said interest within 60 days, he will be notified for payment, having to pay in addition the costs of the said demand. After fifteen days have elapsed from the date of the notification, the Community may claim judicially from the delinquent owner the outstanding quotas, the interest accrued by the same, as well as the costs originated by same demand.

23rd ARTICLE

When some matter submitted to the consideration of the Board is the object of discussion or debate without reaching unanimous agreement, such discussion will be regulated, applying three sessions in favour of the debated problem and another three against; after verification the corresponding voting will take place and the resulting resolution will be approved if it obtains the legally established majority.

24th ARTICLE

The following books must be kept with an obligatory character:

a) The owners' book, where in the folio corresponding to each apartment/chalet will be shown the name of the first owner of the same, the changes of ownership and the address which for the purpose of the present Statutes has been stated by the owner, as well as the other details which the Board considers appropriate.

b) The minute book.

- c)** The cash-book
- d)** The ledger or of accounts per apartments and chalets.
- e)** The other books determined by the Board of Owners.

CIVIL LIABILITY AND INSURANCE

25th ARTICLE

The civil liability arising from the property will be divided between all the owners in proportion to their respective participation quotas.

The civil liability arising from fault or negligence imputable to one of the owners or occupants of an apartment or premises will be the responsibility of the owner or of any one of them, without prejudice to the actions which may correspond to the said owner against the person responsible for the act or omission.

26th ARTICLE

An insurance policy will be established on account of the Community covering the totality of the property, which will comprehend the risks of fire, explosions, flooding and other accidents. This policy will be arranged by the Chairman in representation of the Community, having the freedom to do so with the Company he considers convenient, providing it is sufficiently solvent. The premiums corresponding to the said policy will be divided in proportion to the participation quotas of each owner.

Both the insurance Company, by means of its staff, and the Chairman of the Community, have the authority to carry out the appropriate inspections.

COMMON PROVISIONS

27th ARTICLE

The owners themselves and their successors in the ownership of the property accept these Statutes.

28th ARTICLE

For the resolution of any questions of a judicial nature that may be raised, the owners, waiving any other jurisdiction, will expressly abide by the jurisdiction of the Judges and Courts of Santa Cruz de Tenerife.

REGULATIONS FOR THE INTERIOR MANAGEMENT OF THE COMMUNITY OF OWNERS OF THE URBANIZATION “LA COLINA”

1st ARTICLE

OF THE PERSON IN CHARGE

The appointment and dismissal of the person in charge must be effected by the Chairman, who will advise the Board of Owners of the decision adopted. The duties and rights of the person in charge, as well as the salary that should be payed to the same will be ruled by the corresponding regulations. In addition to the duties established by the said regulations, he must attend with courtesy any persons, occupants or strangers who require his services; he will look after the normal operation of the lifts, taking care they are not improperly used, or by children unaccompanied by adults; it will also be his duty to look after the maintenance and proper working of all the common elements of the Community.

2nd ARTICLE

OF THE LIFTS AND OTHER MECHANICAL EQUIPMENT AND COMMON ELEMENTS

For the use of the lifts the following rules must be observed:

- a)** They can not be used by children under ten years unless accompanied by adults.
- b)** Their use is forbidden by a number of persons exceeding the maximum limit of capacity.
- c)** Animals or objects which produce unpleasant smells may not be carried in the lifts.
- d)** Any noise that may be caused by the lifts and is a nuisance for the other occupants of the property will try to be avoided.

e) It is forbidden to carry heavy objects or which exceed the maximum limit of the carrying capacity of the lifts.

The care of the lifts and other mechanical equipment and common elements will be the duty of the person in charge exclusively, who will be the only one responsible for the same. No owner may manipulate the mechanisms in the event of malfunction.

3rd ARTICLE

OF THE LIGHTING SYSTEM

Both the main entrance, common accesses and stairways will be sufficiently illuminated during the night or day hours which are necessary, and the person in charge will ask the Administrator for the necessary items, such as bulbs, etc. to maintain it in good order.

4th ARTICLE

OF THE LANDING, CORRIDORS AND STAIRS

All and each one of these elements will be used only for their particular purpose. No owner may place in them objects such as bicycles, prams etc. Nor can they be used for children to play in or as meeting places etc.; noises and in general, everything that may cause a nuisance must be avoided.

5th ARTICLE

OF PLACARDS

For the placing of exterior placards the approval of the Community must be requested, who will be determining in each case the pace and way of their positioning, and even if this is appropriate.

6th ARTICLE

USE OF THE CHALETS AND APARTEMENTS

It is expressly forbidden to cause noises, commotions, etc. in the chalets and apartments, that may inconvenience any other occupant of the property. The television sets, radios, record players etc. must be used in a way so as not to cause any nuisance, lowering their volume after 11 p.m.

The owners of apartments and chalets who do not destine them for their own use, must state in the contracts concluded with the occupants of the same, that the said occupants know and undertake to abide by the present Regulations. In the same way, the owners must fulfil the legal requirements affecting the contract concluded with the said occupants, the Community being exempt from the sanctions that may arise through the nonfulfillment of this obligation. On the assumption that the Administration Departments should impose some sanction on the Community for violation of this rule, the Community may demand from the infringer or infringers the repayment of the said sanction.

Finally, any owner or occupant who is absent from the apartment for more than seventy-two hours, must hand the key of the same to a person of his trust in the building, or failing this, to the person in charge so that he may enter the apartment in case of emergency, such as burst pipes, gas leaks, short-circuits etc.

7th ARTICLE

PLACING OF OBJECTS ON THE BALONIES OF THE APARTMENTS

It is forbidden to place flowerpots or other objects in windows, balconies or any other recesses, even if they are decorative, unless the precise measures are taken so that they do not present any danger of falling or inconvenience the other owners of the lower floors, even at the time of their arrangement and watering.

8th ARTICLE

HANGING OF CLOTHES IN BALCONIES AND WINDOWS

It is specifically forbidden to hang clothes that overhang and become visible in balconies and windows that look out in some way to the exterior of the property.

9th ARTICLE

OF THE USE AND ENJOYMENT OF THE SWIMMING POOL AND GARDENS

All the owners of the apartments and chalets of the Urbanization can make use of the above mentioned common elements, which is extended to the family of those living with them, except for the swimming pool, whose use will be necessarily during day-time. Its use is subject to the standards of propriety and hygiene established by the competent government departments and those established to that end by the

Management of the Community. It is strictly forbidden to wash in the swimming pool and the use of the showers for this purpose.

As to the persons who are not owners and family living with these, in order to use the mentioned elements, they must previously obtain from the person in charge the indispensable card for that purpose. As to the owner/s of the Property No. 71 or part of this (Car park), they are excluded from the use and enjoyment of the gardens and swimming pool.

10th ARTICLE

OF ANIMALS

It is forbidden to keep animals in the Urbanization that may involve danger or a nuisance for the other joint owners. Dogs must be kept on the lead and accompanied by their owners. The access of animals to the swimming pool area is forbidden.

11th ARTICLE

OF CLAIMS

Any claims or suggestion which the owners may have to make for any reason, and connected with the Community, should be addressed to the Chairman or Administrator of the same.

12th ARTICLE

The owners are authorized to install, at their expense, awnings on the terraces or balconies, but the colour and shape of the same will be determined by the Management of the Community.