

**OWNER/OCCUPIER RULES AND REGULATIONS (15th August 2022)**

**Membership of the Management Company:**

- 1.1 To avail of and retain the privileges and benefits of membership of Buenos Aires Court Management Company it is necessary to remit one's subscription by cheque, direct payment or direct debit before the year end (30th April) at the very latest in favour of the Company.

**2 Noise Abatement / Control**

- 2.1 Noise from electronic receiving devices should be such as not to interfere with neighbours' enjoyment of their homes and open spaces.
- 2.2 Noise should not be heard outside your premises particularly within the hours of 12 midnight to 09.00am as per the covenants in the Deed of Transfer of your property.

**3 Vehicle Management in Buenos Aires Court**

- 3.1 The inner courtyard is marked with white lines for vehicle parking control purposes. Owner/ Occupiers / lessors are particularly requested to abide by those road markings in order to ensure that free passage is permitted to public service vehicles (ambulances, fire brigades etc in emergency circumstances) particularly at the entrance to Buenos Aires Court.
- 3.2 In the interests of safety and security, adherence to the marked white lines is therefore particularly requested other than where short term delivery or collection as intended.
- 3.3 Owners / Occupiers or their lessors are particularly requested to park their cars in their own rear garden parking areas, wherever such exist.
- 3.4 Bikes and motorcycles should not be chained to lamp posts or left on the foot paths.
- 3.5 When driving into or inside the development, drivers are requested to DRIVE SLOWLY.

## **4 Washing / Clothes Drying**

- 4.1 Residents should make appropriate arrangements when drying clothes on clotheslines that they are discreet. Residents of each apartment block should organise a collapsible communal clothesline in the garden to the rear of each block. Balconies should not be used for drying clothes.

## **5 Common Areas / Ball Games, Roller Blading etc**

- 5.1 Ball games are prohibited on the grassed areas.
- 5.2 Roller blading, skateboarding and cycling are prohibited on the footpaths and other walking areas.

## **6 Refuse Collection**

- 6.1 Wheelie Bins are the responsibility of each owner / occupier.
- 6.2 Townhouse and bungalow owners / occupiers should store their wheelie bins in their private gardens away from public view and they should be kept off the footpaths except on collection days.
- 6.3 Apartment Owners / Occupiers should store their wheelie bins in as secluded a manner as is possible adjacent to their premises.

## **7 General Cleaning Standards**

### **All owner / occupiers / lessors are obligated each to the other. Therefore –**

- 7.1 Individual premises should within reason, be kept tidy and clean so as not to cause annoyance or inconvenience to neighbours or to other occupants.
- 7.2 Owner / Occupiers / lessors are requested to collect any papers or other debris lying within the confines of Buenos Aires Court and to dispose of same into Wheelie Bins

## **8 Common Areas: Grass Cutting and Maintenance**

### **Common areas are for the enjoyment of all Owner /occupiers / lessors.**

- 8.1 A contract will be arranged whereby all common grassed areas will be regularly cut between March and September. Shrub beds will be regularly weeded and maintained by the contractor.
- 8.2 Contract cleaning of the entire common area will also be regularly undertaken.
- 8.3 Shrubs and plants should not be removed, interfered with or damaged in any way.
- 8.4 Common grassed areas and the area of gazebo should be left tidy at all times after use.

## **9 Private Gardens**

- 9.1 Maintenance of private gardens is the sole responsibility of the owner / occupier. It is expected that every owner / occupier will maintain their garden or arrange to have the gardens maintained (eg grass cut) on a regular basis.

## **10 Damage not covered by Collective Insurance**

- 10.1 Where damage is caused by an individual or individuals to common property eg the gazebo, He / She / They will be liable to make good the damage so caused.

## **11 Letting Agreements (short or long term)**

- 11.1 In the case where premises are being let on a short or long term basis, the owners are advised to and requested to incorporate the terms of these Rules and Regulations into the Letting Agreement by way of addendum to such Agreement.

## **12 Annual Subscription**

- 12.1 At the AGM each year, the Management Company will propose a projected budget for the following year for owners' approval. This budget will on an equally allocated basis among all 27 owners, determine the annual subscription for the following year and will be devoted to meeting shared communal charges and costs such as communal electricity, grass cutting, block insurance etc.
- 12.2 Annual subscriptions will be payable by Direct Debit or Standing Order before year end ie 30th April. Except for Standing Orders or Direct Debits (which are geared to pay the full subscription by year end), all subscriptions should be paid by the 30th September of the financial year in question
- 12.3 As unanimously agreed at the AGM on the 13th May 2017, any legal costs incurred in the collection of arrears of a management subscription will be charged to the said unit in arrears.

## **13 Continuity of Subscriptions in the Event of Property Sales**

- 13.1 As per the terms of your Title Documents, where properties are to be sold, it is written into the conditions of sale that future purchasers will maintain membership of the Company and pay their annual subscription on an on-going basis.
- 13.2 The Selling Owner shall pay the full subscription for the year, and reclaim whatever portion of the subscription from the Purchaser for the portion of year remaining upon completion of the Sale and Purchase Agreement.

**The Rules and Regulations outlined above shall be binding on each owner, member of the Management Company and Occupier, their heirs, executors, administrators, invitees, licensees and assigns.**

## **Owners' (non-Insurance) Complaints Reporting Procedures**

### **Complaints / Problems Reporting Procedures:**

- 1.2 It is proposed that when a complaint or problem arises, in the first instance, the owner should channel the matter at issue through one of the Committee who will log the problem and the date reported and who, if the matter is significant and of concern to the owners at large, will bring the matter to the Committee.
- 1.3 The Committee will then seek to rectify the problem or resolve the complaint in the common interest. Where the matter is deemed by the committee to be of concern to the owners at large, the Committee will be authorised to incur such outlays as may be necessary to rectify / resolve the matter in the common interest.

### **2 Complaints / Problems Procedure for Matters of purely Individual Concern:**

- 2.1 Where the problem is deemed by the Committee to be of concern only to an individual owner or to a small number of owners, the Committee will be authorised to assist in any reasonable way to rectify or remedy the matter at issue.
- 2.2 The prime responsibility of remedying the problem will however, remain with the individual or small group of complainants.
- 2.3 However, costs arising from the rectification or remedy in such cases will then be borne solely by the individual complainant or the small group of complainants.
- 2.4 The Committee will not be authorised to incur any outlays as may arise in such circumstances as they will not be in pursuit of issues that are a common concern to all owners
- 2.5 It is agreed that the Committee's decision on expenditure will be final – although the Committee will be accountable in the normal way to the owners in general at the following AGM or any specially convened EGM.

### **3 Insurance Matters – Claims Reporting Procedures (Contents Only)**

- 3.1 Where “contents only “ issues arise which may entail potential insurance claims, such contents insurance and consequential claims are a matter for each individual owner in the context of his/her own contents policy alone. In such cases, the individual owner should process the matter directly with their own contents insurers.