



Q&As of items raised by owners about the Site Administration Plan

Welcome to the final set of Q&As!

These have come from owners in response to the 15 day consultation period, and reading the first drafts of the SAP (English, Russian and Turkish). The points raised reflect the fact owners have examined the SAP in detail.

It needs to be understood that as a legal document, the SAP is not designed or drafted to cover every possible eventuality. Instead, it aims to outline the main legal principles and powers based on TRNC's Condominium Law that are available to both the OTBVOA's committee and its owners.

Therefore the SAP has been drafted to allow some flexibility and interpretation regarding the responsibilities of the committee and of owners. However, a number of good points have been raised by owners, and the SAP has been amended in a number of minor ways to clarify particular clauses or paragraphs.

Wherever possible, in the following pages, to make it easier to understand them, these amendments have been shown in red in their relevant clauses and/or paragraphs in the pages of the SAP.

After these Q&As, we have also outlined all the points raised by owners where they simply wanted some further clarification about various things.

Q: How many votes does the Site Administration Plan need?

Question: "After adoption by owners..." "after approval...", also page 17 "Responsibility of owners" ...the Management Plan is a governing document and binding on all owners, regardless of whether they have signed the Management Plan or not.

It is necessary to specify by how many votes (i.e. 51% or 2/3 of the total number of owners or other number of votes in accordance with the laws of the TRNC) the Management Plan has to be approved, before it becomes a governing document and binding for all.

Answer: Under the Condominium law, it's a simple majority at the second AGM that initially elects the chair, the committee, and the extended AGM and online vote that will elect the SAP, again by a simple majority.

(See also Page 21)

Owners' motions, resolutions and voting procedures (as far as relevant TRNC laws permit)

A motion calling for a vote on a resolution may be called at any time by the Assembly Committee. These may be conducted by electronic media.

A motion calling for a vote on a resolution may also be called by a **petition of any 45 Owners** which shall clearly set out the resolution proposed to be adopted and implemented by the Assembly Committee and shall be notified to the Secretary of the Assembly Committee in writing.

A Quorum of voting Owners shall be 51% of ALL owners. Accordingly it is understood that if 51% or greater of ALL owners participate in a vote and a simple majority of those votes are in agreement, then the outcome of the motion shall be valid and binding on all Owners.

Notwithstanding any other provision of this Administration Plan, any motion which if passed would result in any change or amendment to any part of this Administration Plan shall always require a two-thirds majority of ALL the Owners.

Where a Quorum of 51% of the owners is required but not achieved on a first vote, then a second vote shall be held following the same procedure no earlier than 7 days or later than 15 days after the closing date of the first vote and in this specific instance the motion shall then be duly passed by a simple majority of those participating in the second vote.

Page 4: Developer's Votes, Owners Voting Rights & Proxy Votes



Question: '2nd para - does this give Udi an advantage in vetoing or voting through almost any resolution put to a meeting, as it is unlikely that the other members present plus proxy votes would total 140, the approximate number to outvote him.'

Answer: Legally speaking, Boyra Law has advised that Savyon's or Udi Ilan's 'ownership' is merely that of the developer acting as the seller. So even if Savyon actually genuinely owned 170 properties, under the Condominium Law the developer is restricted to votes based on 30% of those properties, so this figure would then drop to 51 properties for voting purposes.

However, most if not all of the 170 properties have already been paid for in return for a Sale Agreement, ie. a contract has been established, and right now may well be simply waiting for their title deed transfer to be initiated. As a result, any or all of those purchasers can register with the OTBVOA and vote, in the same way as title deed holding owners can.

As far as we know, Savyon actually owns around 25 properties (presumably those it currently lets out to the local factory workers at very low rents and has been paying very low maintenance fees to Resco). But 30% of those 25 amount to at most, 8 to 9 votes!

Page 4: Proxy Votes

Question: 'There is a slight contradiction in this para regarding the percentage and number of proxy votes that a Proxy may hold. 5% of 411 is 20.55, which is exceeded by the 21 total stated. 21 is 5.1% of 411. To clarify this, either the percentage total should be raised, or the total number of proxy votes reduced to 20.'

Answer: The resulting fraction amounting to 21 is a good point, but it was originally agreed by Boyra Law and has already been used as the basis for one owner to carry the proxy votes for 21 other owners or purchasers.

Page 4/5 English SAP/page 5 Russian SAP: voting for Assembly Committee

Question: "the Committee of the Association, which is elected **from time to time** by the Association of Owners...". Specify the time period or exclude "from time to time"

Answer: See the agreed changes below in red

Assembly Committee

The Assembly Committee that is elected by the owners' assembly **from time to time but not greater than 12 months**, must comprise a minimum of 3 owners, plus 2 reserves, making a **minimum** total of 5 owners, which together shall be deemed to be a full committee.

Compare this clause with Page E9 concerning the timing of the AGMs:

Agenda and Procedure for all subsequent Annual General Meetings

When convening future AGMs that will follow the first Owners' Assembly Meeting, called by the Founding owners, and all future AGMs must take place **within 15 months of each previous AGM**, the incumbent Assembly Committee shall:...

And pages R12/E11 regarding the minimum and maximum number of members:

Elections to the Assembly Committee

The Assembly Committee is elected at the first Foundation AGM of Owners Assembly and afterwards at the Annual General Meetings that follow.

The Assembly Committee shall give owners 14 days' notice of the call for nominations for election of the new Assembly Committee which shall comprise a minimum of three **and a maximum of five (5)** Main committee members and two (2) Reserve committee members, each selected from the list of duly nominated and willing candidates each of whom shall be an Owner or nominee of an Owner.



Page Russian 6/English 5: Definition of Annual Charges

Question: "Annual payments", "The amount of money... must be agreed from time to time." Again, not the legal definition of "from time to time" and who 'agrees'?

Answer: The Committee will decide the maintenance charges per apartment type (2 or 3 bedroom), following input from owners via voting on the website on capital spend projects. The timing needs to be kept flexible ('from time to time'), so that we don't have to wait 12 months before something can be undertaken, for example, the replacement of the freshwater supply system. Financial information will be provided to explain the charge being proposed. The balance between cost and the time to rectify the poor state of TBV will always be taken into consideration along with seeking the opinion of owners.

See the recommended changes below in red

Definition of Annual Charges (Site Maintenance Fees)

The amount of money approved by the Assembly Committee as **to be paid by owners into the appointed Assembly Committee Funds** as directed by the Assembly Committee for the maintenance, decoration and improvement of the Turtle Bay Village Esentepe Site in accordance with **Maintenance** Agreements to be agreed **from time to time**.

Page 7: Definition of Site Administration Plan

Question: 'This SAP does not contain any estimated income and expenditures or contributions.'

Answer: The summary budget, 'Management Project' or business plan now forms Appendix 1. In terms of 'advance contributions', the committee intends to stay with the current arrangements of invoicing three months in advance, and owners can also pay in advance by six or 12 months if they wish.

Definition of Site Administration Plan

The Site Administration plan shall include:

- Estimated annual income and expenditures of the Turtle Bay Village TBV Site.
- Estimated contribution of each Owner
- Advance Contribution of each Owner.

Page 8: Location of Notices

The SAP previously referred to Notices being placed 'in the gym'. At the moment, we don't have an Adverts & Notices (A&N) Board at TBV, so we are considering the installation of Boards in the different Zones of TBV. (See also the point made about notices in the Gym), but the main place for Notices will be the website. Once we have an up-to-date database of owners' contact details and e-mail addresses, we will also send out Notices via e-mails to each owner.

Definition of method of serving Notice or any other document

Unless any other method of service is stipulated in any provision of this administration plan, any notification, notice or any other document that will be served by the Owners' Assembly or the Committee to the Members shall be validly served by hanging it on the **Adverts & Notices (A&N) Boards of TBV, the OTBVOA website or by e-mail**, or by post or by hand delivery to the Member's property, having been last notified to the secretary of the Committee.

Page 10: At the Annual General Meeting...

'Point (f) (iv) – **Annual Service Charge** – there appears to be no definition of this term in the SAP.'

Now amended to Annual Maintenance Charge, and see also Page 5 where it says:



Definition of Annual **Maintenance** Charges (Site Maintenance Fees)

The amount of money approved by the Assembly Committee as **to be paid by owners to the appointed Assembly Committee Funds** as directed by the Assembly Committee for the maintenance, decoration and improvement of the Turtle Bay Village Esentepe Site in accordance with Service **Maintenance** Agreements to be agreed from time to time.

Page 11 – Elections to the Assembly Committee

Question: 'Re 2nd para – weren't there more than five members elected to the Committee, including the Chairman, on Oct4?'

Answer: The SAP has now been amended to read '...5 committee members and 2 reserve members'.

Page 12 – Status of candidates...

Question: 'Point c) – for the avoidance of doubt, 3rd line should read ...an arrangement with the Management Company to remedy the arrears that is approved...'

Answer: The SAP has been amended to read:

c) Should any prospective candidate nominated for election to the Assembly Committee be in arrears at the time of their election to office, they shall be given 28 (twenty-eight) days to either:

- a) Remedy the arrears.
- b) Enter into an arrangement with the **Maintenance** Company and which is approved by the other Assembly Committee members.

Question: 'There is no reference to the minimum/maximum periods of a management contract.'

Answer: We are covered by the terms in the contract and the renewal and cancelation periods set out in the contract in the Tender documents where on page 3, currently the timing of the contract is able to be written in:

4 Commencement and Continuation

- 4.1 The Contractor shall commence the Services **XX XX 2019** and, subject to Clause 12, shall complete the Services on or before **XX XX 2021**.

Page E14/R15

Question: "appointment of the auditor"- "duly authorized by the Association". What does it mean? It turns out that the Association Committee appoints an auditor, who checks the accounts of the Association.

Answer: We appoint an accountant (Charlotte Karakaasian) for the OTBVOA, and then the committee appoints an **external** (to make it clearer, 'external' has now been inserted into the clause in the SAP below) auditor whose task is to undertake an independent audit of the annual accounts that have been prepared by Charlotte...

Appointment of Auditor

The Assembly Committee shall also appoint an **external** auditor who shall be the duly authorised auditor of the Assembly to examine, check and report to the Assembly Committee and annual meeting on the accounts of The Assembly and the Maintenance Company in so far as they relate to The Site.

Page 15 Responsibility of Owners

The word 'signed' has been changed to 'elected'.



Each and every Owner shall be bound by the Administration Plan and consents to and delegates the authority and powers to the **Assembly Committee to implement the necessary executive actions for the operation of the Site described herein whether they have elected the Administration Plan or not.**

Page E18/R20

Question: Change the word "periodically." to clarify the periods of the message.

Answer: 'periodically' has been changed to quarterly

Administration of Funds

The Assembly Committee shall administer each Fund contributed by Owners in accordance with best practice and report **periodically** to owners on expenditure and status of each fund. These conditions shall include:...

Page English18 and 19 e)/Russian21

Question: "provision of quarterly summary" - specify to whom;

Answer: This has now been amended as 'quarterly to owners', and 'quarterly' is also used elsewhere.

Administration of Funds

The Assembly Committee shall administer each Fund contributed by Owners in accordance with best practice and report **quarterly to owners** on expenditure and status of each fund. These conditions shall include:

- (a) Keeping the book under the title of Karar Defteri (Resolutions of the Owners' Assembly) and continue to register in this book all of the resolutions of Owners' Assembly, all of the decisions or resolutions made by the Assembly, any other protocols, the dates and summary of the notices and notifications sent and/or served.
- (b) Keeping files and records of all documents relevant to the management and the maintenance of the Site and maintaining adequate records of Income and Expenditure.
- (c) Providing a **quarterly summary of expenditure** and any necessary explanations to the level of detail determined by the Assembly Committee.
- (d) Answering reasonable requests from Owners for detail of income and expenditure.

Should the Assembly Committee delegate the operation of any fund to the Maintenance Company, then that fund shall be operated to standards at least as rigorous those required of the Assembly Committee.

The Maintenance Company shall be required to respond and supply any requested information within 7 days to any requests by the Assembly Committee.

All Owners shall have the right to review records of the disposition of all funds to which they are required to contribute by this Administration Plan:

- a) Where funds are controlled by the Assembly Committee, the Committee shall respond to requests for information by Owners without undue delay.
- b) If administration of any fund has been delegated by the Assembly Committee to a Maintenance Company, the Committee shall require the Maintenance Company to:
 - (i) Maintain adequate records of Income and Expenditure for these funds and
 - (ii) Provide a **quarterly summary of expenditure** and any necessary explanations to the level of detail determined by the Assembly Committee and
 - (iii) Answer reasonable requests from Owners for detail of income and expenditure.



Page 19: last paragraph:

Question: 'Re. the right to seek restitution, where would the ordinary resolution be voted on?'

Answer: This has been amended to show 'which will be by electronic means.'

Administration of Funds

Where an owner's request is rejected or the owner is otherwise not satisfied with the results of their request they shall have the right to seek restitution by the introduction of an ordinary resolution for vote by the Owners **which will be by electronic means.**

Page E19/R21 (d), and Page E19 (b) (iii), and Page 23

Question: "responses to reasonable requests", "any unreasonable or multiple requests". What are "reasonable requests" and "unreasonable requests" as understood by the Association Committee? Also "multiple requests": what is the number of queries is multiple?

Answer: The SAP is drafted to allow some flexibility and interpretation as it cannot cover every eventuality, so enabling the committee to decide what is 'reasonable' or 'unreasonable' on a case by case basis. Multiple means simply 'more than one'.

Administration of Funds

(d) Answering **reasonable** requests from Owners for detail of income and expenditure.

AND

(b) If administration of any fund has been delegated by the Assembly Committee to a Maintenance Company, the Committee shall require the Maintenance Company to:

- (i) Maintain adequate records of Income and Expenditure for these funds and
- (ii) Provide a quarterly summary of expenditure and any necessary explanations to the level of detail determined by the Assembly Committee and
- (iii) Answer **reasonable** requests from Owners for detail of income and expenditure.

Page 20: The Assembly Committee shall meet no less frequently than...

Question: '3rd para – does not relate to this subject and should be moved to the payment of expenses paragraph.'

Answer: The committee has decided to leave this in the same sequence of clauses within the SAP:

Powers, Authorities and Liabilities of Assembly Committee

Subject to...

The Assembly Committee is NOT authorised or empowered to pay any expenses to assembly committee members without seeking owners' approval as evidenced by the passing by the Owners of an ordinary resolution. Any such motion shall be approved by at least a two-thirds majority of ALL the Owners and shall not be subject to a 7 day second vote.

The Assembly Committee shall meet no less frequently than once per quarter. Minutes shall be taken of all meetings and shall record all information received, decisions taken and actions initiated and be communicated by the secretary to ALL Owners. Meetings may take place by internet, Skype or other electronic means.

Only out of pocket expenses with the condition of evidencing the expenditure shall be paid to that member of the Assembly Committee.

The Assembly Committee shall ensure that all accounts and financial records of the Assembly and the financial information provided by the Maintenance Company shall be sent on demand within 28 days of a written request by



any owner provided that the Assembly Committee will not be required to respond to any unreasonable or multiple requests from any individual owner.

Page 22: Payment of proper charges

Question: '1st para – what is the Annual Contribution? Definition of this? Annual service charge – definition? It reads that all villa, first floor apartment, ground floor apartment, 2 & 3 bed apartments will pay an equal contribution. This surely cannot be correct? It also reads that the total is to be divided by the number of owners rather than the number of properties, so a multiple owner will pay only 1/total rather than one charge per property.'

Answer: The committee amended the wording so that it is consistently 'annual maintenance' eg. costs for the site, charges to be paid by owners, etc. The reference to Owners has also been amended to properties to reflect the correct basis for calculation of maintenance charges per apartment.

Payment of proper charges

Each Owner shall pay annually a pro rata portion of **TBVE's annual maintenance costs** Contribution based upon the number of apartments/villas which she/he owns. The appropriate amount will be included as a specific item in the annual service charge, that amount equal to 1/ (total number of **Owners properties**) of the following sums in advance in due time.

Etc...

Page 22/23: Interest on late payments

Question: '1st para – 4% over ICE LIBOR rates for Sterling, Lira and Euros – surely represents three different rates? Which one applies?

2nd para – the Committee may only vary the interest rate downwards? **Very restrictive.**'

Answer: We need the flexibility to agree to reduce the rate downward as a negotiation with an owner who is in arrears, so that it allows us to come to an agreement by lowering the interest rate in their particular instance.

We are also covered by Bank of England interest rate rises as we have agreed the rate as being 4% over LIBOR. If LIBOR goes up our interest rate goes up accordingly.

Interest payable on late payments

Interest payable to the Assembly Committee, or if the collection of charges (Fees and Funds) has been delegated, to the entity holding the delegated authority to collect those charges **at 4% over ICE LIBOR rates for British Pound Sterling, Turkish Lira and Euros** on amounts overdue by more than one month after having been given a final 14 days' Notice to the Owner.

The interest due shall be restricted to those periods or parts of periods arising after the date of entry into force of this Administration Plan. The interest rate specified may be varied downwards as the Assembly Committee may see fit.

Page 23: Penalties for non-payment

Question: '1st para – does not define who pays the penalty charge.'

Answer: This reference has been amended to read 'The Owner is to pay...'

Question: '2nd para – Assembly Committee may only vary charges downwards?'

Answer: The committee want to retain 'downwards' for the reasons stated above.

Penalties for non-payment

IN ADDITION to the interest charges as stated above, **the owner is** to pay a penalty charge to the Assembly Committee, or if the collection of charges (Fees and Funds) has been delegated, to the entity holding the delegated authority to collect those charges **of 10% of all amounts that are outstanding for a period of more than 6 months and an additional penalty charge of 5% for every three months thereafter for which the amount remains unpaid.**



As agreed by the Assembly Committee the interest due shall be restricted to those periods or parts of periods arising after the date of entry into force of this Administration Plan. The charges specified may be varied **downwards** as the Assembly Committee may see fit.

(See also the following paragraph Legal Proceedings, in particular the second paragraph which uses the Condominium law ruling about three defaults within two years)

Legal Proceedings

Should any owner fail to pay the charges for a continuous period of more than 12 months, legal proceedings will be commenced against him/her for non-fulfilment of his/her responsibilities under the apartment and villa ownership and the right of memorandum will be registered in the District Land Office.

Any owner who does not make his payments in advance three times in any two-year period becomes guilty of intolerable behaviour and may, in accordance with the Condominium law, have an application made to the Court by the Administrator to sell their property in order to recover any money owed in payment of debts to maintain the site. Court action may be taken as soon as payment is overdue.

Page E21/R24

Question: Clarify what applies "to any special offers"

Answer: Misinterpretation of 'special offers' for 'Special Motion'

Owners' motions, resolutions and voting procedures (as far as relevant TRNC laws permit) (paragraph 11)

Owners who are in arrears by more than 6 months in their annual service charge payments and who have not entered into any Assembly Committee approved scheme of arrangement shall not be entitled to vote in any **Special Motion or Owners Motion** whilst their account remains in arrears.

Page 25: Architectural changes

Question: 'How can the terms of this section be carried out if an owner receives a letter of permission from an outside authority such as the Mayor?'

Answer: The SAP is based on the law in TRNC, which we believe should take precedent over the local authorities permitting things like planning permission. This is being checked by Boyra Law, and the committee could also ask for the right to appeal any ruling by a third party that potentially overrides the SAP, and before construction can start.

Architectural changes

No Owner shall make any externally visible alterations unless prior approval has been given by the Assembly Committee.

For this purpose, owners must first submit a written application accompanied by detailed plans and specifications to the Assembly Committee. The Assembly Committee shall be required to respond within 30 days.

No work may start unless and until a written permission defining the approved changes has been received by the Owner from the Assembly Committee.

Page 25: Use of Common Parts, Architectural changes

Question: Also in the section "**Use of public facilities**" to add something like this sentence: 'In the case of any work on the garden (construction, installation, etc.) or changing the landscape" on the part of one of the co-owners of the house (Block), you must obtain written permission from 4 of the 5 co-owners of the house (Block), as well as the Association Committee.'



Example: in the garden, one of the owners installed a powerful pump close to the windows of the bedrooms of another neighbouring owner, which from time to time turns on even at night and prevents rest.

Answer: The committee believe that this situation is best dealt with under the existing SAP clause about Architectural Changes, and will be raising it with Boyra Law as well.

The use of Common Parts

The use of the Site is reserved exclusively for the Owners, their visitors and invited guests with the exclusion of any other user.

No other use, purpose or allocation than the one recorded on the plans of the Site or this Administration Plan may be given to the common portions of land or works. Any change in the nature or use of any of the common parts of the Site must first be authorised by the Assembly Committee.

Architectural changes

No Owner shall make any externally visible alterations unless prior approval has been given by the Assembly Committee.

For this purpose, owners must first submit a written application accompanied by detailed plans and specifications to the Assembly Committee. The Assembly Committee shall be required to respond within 30 days.

No work may start unless and until a written permission defining the approved changes has been received by the Owner from the Assembly Committee.

Page 25: Employees

Question: *'The heading of this section is misleading, should maybe read **Employees and Contractors**. Few apartment owners employ other people, but they contract their services, eg for cleaning.'*

Answer: The committee agrees and has added the wording 'and Contractors' for clarification

Employees and Contractors

All Owners shall provide to the Assembly Committee the names of all the persons employed by him/her or in any way whatsoever connected to or used for the maintenance of the apartments or villas or more generally providing their services for household/housekeeping chores. These persons may be called upon to sign access registers or any other document designed and required for use within the framework of access control to the Site.

Page 26: Air conditioners...

Question: *'What action will be taken on existing installations?'*

Answer: The committee has added the word 'additional' for clarification, and it believes this situation is best dealt with under the clause about Architectural Changes. This will also be checked with Boyra Law so that we understand if we can also deal retrospectively in terms of legal action with items installed before the OTBVOA SAP acquires legal force.

Air conditioners & evaporative coolers

The installation of any **additional** air conditioning equipment, including evaporative coolers must receive Assembly Committee approval.

No **additional** heating, air conditioning, air movement or refrigeration equipment shall be placed, allowed, or provided anywhere unless specifically approved by the Assembly Committee. Such items must be installed in a manner so that they are not objectionable to neighbours.

Installation of air conditioning equipment in a window of the house will not be permitted. All air conditioning units must be maintained by the owner and kept free from rust. If the external air conditioning units fall into neglect, then the Maintenance Company shall give notice to the owner to rectify the neglect. The Maintenance Company may offer to maintain the units and charge the owner.

Page 26: Animals

Question: 'Ambiguous regarding 'domesticated' animals which are normally confined indoors but may be allowed outside and may cause noise nuisance.'

Answer: Domesticated animals are generally regarded as those owners would keep as pets, including cats and dogs which obviously do go outside.

Animals

No non-domesticated animals, livestock or poultry of any kind shall be raised, bred, boarded, or kept on the site except as for provided below. Domesticated birds or fish and other small domestic animals normally confined indoors will be allowed.

Their Owner or his representative shall control all household pets, and if the pet is a dog, it shall be restrained or leashed while on communal areas. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

Page 26: Pet waste

Question: 'This section should contain the sanctions available to the Assembly Committee for breaches of this rule.'

Answer: The committee will check with Boyra Law re. action we can take based on current TRNC regulations about dog fouling. Unless there is a TRNC law that applies to dog waste there is little we can do.

We could ask that the Maintenance Company charge £5 to pick up dog waste which will be charged to an owner where it can be proved that it was their dog, but we would have to ask owners to take photos/provide proof.

Pet waste

Pet owners shall clean up promptly after their pet(s) and dispose of the waste of the same in suitable containers.

Residents must bring a container to clean up after their pets while walking the pet on Communal Areas and any private garden area. Pet owners must not allow their pets to foul grassed/seeded areas on the site.

Page 27: Vehicles

Question: 'This section is too restrictive e.g. it does not allow a broken-down vehicle to be repaired in any area on TBV.'

Answer: The committee agrees, so the wording has been changed to reflect the intention of this clause by adding the words 'commercially', and 'an owner's', and 'repaired and serviced'.

Vehicles

No vehicles may be **commercially** maintained, repaired, serviced, rebuilt or dismantled in any area. No vehicle can be painted on site. This does not prevent **an owner's** vehicle from being washed or polished, **repaired or serviced** on site.

Page 28: Commercial vehicles

Question: 'Should 'should' read must?'

Answer: The wording has been amended accordingly

Commercial vehicles

Commercial vehicles ~~should~~ **must** be parked outside the fences when not loading/unloading.

Page 30: Holiday Decorations and/or Parties

Question: '2nd para – large parties should not be allowed (a definition of 'large' would help). The (opening) 'As far as possible' obligation to 'discuss their intentions' means little or nothing.

This para should be worded much more tightly. 'All music should cease at Midnight' is not strong enough – should be 'must'.

Answer: The TRNC law states that music and noise must stop at 12:00am and this rule already applies to The Venue and the Village Bistro. TBVE is covered by TRNC laws regarding anti-social behaviour and the police can be called after 12 PM - and this has happened on several occasions. Therefore there is no need to define 'large' numbers. More noise can be made by 2 people than 20.

Holiday Decorations and/or Parties

As far as possible neighbours should discuss their intentions if a large (~~i.e. over 20 persons~~) party is given. All music should **must** cease at 12.00hrs (Midnight). Seasonal decorations must be removed within fifteen (15) days of the particular holiday or celebration.

Consideration of neighbours should be exercised when decorating for any occasion. All holiday lighting should be considered temporary and may not be installed prior to fifteen (15) days of the holiday and must be removed within fifteen (15) days of the end of the holiday. Holiday decorations may not include any audio that can be heard beyond the limits of the apartment/villa.

Page E30/R34

Question: "...on the gym Notice Board." Do I have to go up to the gym to read the ads? Clarify the proposal.

Answer: This has been amended to delete 'gym' and now reads 'notice boards'. Locations for Notice Boards will now be considered, and Notices will also be placed on the OTBVOA website.

Question: 'Does not seem to relate to TBV – surely the apartments have no private gardens?'

Answer: The wording 'This applies to the villa properties that form part of the TBV development.' has now been added for clarification in both this set of clauses about Landscaping, and also earlier on page 5.

Landscaping, tree removal, vegetable gardens

Each and every Owner should use his or her best efforts to keep and maintain in an attractive, healthy, live and growing condition, any and all grass, shrubs, trees, and other decorative landscaping which may be planted or growing on any garden area which forms part of their property. **This applies to the villa properties that form part of the TBV development.**

The Maintenance Company shall maintain any communal areas with suitable attractive replacement landscaping.

Climbing plants, trees and bushes that either form part of the communal areas or are grown by an owner from within the area of their apartment or villa should not be tied or attached to any structure or railings that belong to a different owner unless permission has been received in writing from the said owner.

Each Owner of a ground floor apartment or villa shall tend their garden so that it does not interfere with their neighbours.

If the gardens fall into neglect then the Maintenance Company shall give notice to the owner to rectify the neglect. In the event of default, the Maintenance Company may enter on the property maintain the gardens and recharge the owner.

The Maintenance Company will be responsible for maintaining the perimeter planting in the small strip just within the railings of the ground floor apartment/villa gardens, as these are part of the common Areas.



Frequency and timing of watering shall be dictated by local conditions and notices regarding seasonal requirements and local rulings will be posted on the notice boards ~~in the gym~~.

(This point about locating notices is also referred to in Extraordinary Meetings (page 11, third paragraph):

Extraordinary Meetings

An Extraordinary Meeting may also be called by the owners who resolved to call an extraordinary meeting by hanging a Notice on the announcement boards ~~of the main immovable~~ stating agenda of matters to be discussed at third Extraordinary Meeting at least 15 days in advance.

Page 31: Pools

*Question: 'Change Children under 14 years **should** be accompanied... to...**must** be accompanied... Include sanctions on residents who disobey the 'no pets' rule. (The pool areas are not large and can be uncomfortable with people smoking on them).'*

Answer: The committee believes 'should' is sufficient: who is going to challenge a child without an adult if we use the word 'must'? The committee thinks we will all try to stop a child getting into danger.

Insisting there's 'No smoking around the pool' is a legal issue, but the committee also believes that ash trays should be provided and a notice asking that they are used. Again, we will check with Boyra Law re. TRNC laws on smoking in public areas and how they may be applied to 'public' ie. communal or shared areas of TBV.

Same for pets: it's hard to enforce but the SAP already states that dogs should be on a lead, and this should preclude pet dogs getting in the pool. Strays are a different issue and this will need to be dealt with separately by the committee. There is an initiative being considered where TBVE would help fund and work with an animal charity to collect, house and neuter strays.

Amended to include:

- No pets are allowed in or around the pools.
- No smoking around the pools.

Pools

Only Turtle Bay Village Esentepe Owners, their families and guests may use the community pool facilities and they will be required to adhere to the following pool rules:

- Shower before using the pool.
- Do not reserve poolside furniture while unattended.
- **No pets are allowed in or around the pools**
- **No smoking around the pools.**
- No litter or rubbish to be left by the pool.
- No glass, breakable or sharp objects **to be** left in or by the pool.
- No excessive noise around the pool including radios and music players.
- No use of powered boats or rowing boats.
- The use of lilos and inflatables should not inhibit the use of the pool by others.
- Children under 14 years **should** be accompanied by a responsible adult at all times.



- All guests not residing on the Turtle Bay Village Esentepe site should act and behave with due respect to other owners and guests.
- No lifeguard is present and the OTBVOA committee do not accept any liability towards users of the pool.

Page 33: Nuisance

Question: 'This section conflicts with **Holiday Decorations and/or Parties** (Page 30) – any party noise, from any number of people, at any time, can cause nuisance by way of noise.'

Answer: According to TRNC law music and noise must stop at 12:00am and this already applies to The Venue and the Village Bistro. TBVE is covered by TRNC laws regarding anti-social behaviour as the police can be called after 12 PM - and this has already happened on several occasions.

Nuisance

No owner shall cause nuisance by way of noise, smell or activity to any other owner, and any such matters shall be immediately reported to the Maintenance Company.

Page 33: Right of free enjoyment

Question: 'What are the sanctions for breaching this rule?'

Answer: The first step is for the offending owner to be spoken to by a person from or representing the maintenance provider, or if it's noise after 12:00am, by the police if the activity is breaking the law.

Right of free enjoyment

The Owners have a right to enjoy freely their Apartment/villa and not to be exposed to or suffer harassment or abuse from other Owners, the Maintenance Company or their employees or any other person present on the site.

Any breach of this condition shall be reported to the Assembly Committee.

Page 33: Anti-social or abusive behaviour

Question: 'There should be a disincentive to bad behaviour by the Maintenance Company providing official security, both daytime and night time. Is this part of the SLA with the Maintenance Company?'

Answer: There will be a site manager and staff in the first instance, and an emergency number out of working hours. The first step is for the offending owner to be spoken to by maintenance provider, or if it's noise after 12:00am, by the police if the law is being broken.

Anti-social or abusive behaviour

Any anti-social or abusive behaviour should be reported to the Assembly Committee or Maintenance Company.

Page 34: Enforcement

Question: 'This section is unlikely to be effective in dealing with a breach of the sections regarding **nuisance, anti-social behaviour, bonfires**, etc.'

Answer: The Condominium law covers breaches, disputes and enforcement. The OTBVOA committee can only work within the law. In the case of a bonfire, it would be reported to the police.

There will be a site manager and staff to whom owners can report issues in the first instance, and an emergency number out of working hours.

The first step is for the offending owner to be spoken to by maintenance provider, or by the police if the law is being broken eg. noise after 12:00am.

Enforcement

In the event of the breach of any of the above, a Notice of Rectification shall be given by the Assembly Committee requiring the breach to be put right within a reasonable notice period, and this notice period shall be stipulated within any such notice issued.

In the event that the breach is not rectified before the expiry of the notice period and no acceptable plan for rectification of the breach has been received by the Assembly Committee, the Assembly Committee shall determine the most appropriate action to remedy the breach from:

- (a) Initiating independent mediation or arbitration with the intent of reaching a solution acceptable both to the Assembly Committee and the other party or parties, always providing that where the parties do not succeed in reaching a mutually acceptable solution, the Assembly Committee shall reserve the right to take other action (including legal action) appropriate to the specific circumstances.
- (b) Take action as necessary to correct the breach itself and recover the costs of their actions from the party in breach of their obligations.

This may require the Assembly Committee to authorise the entry into an individual Owner property for the purposes of maintenance or correction of items having an adverse effect on the Site or other adjacent properties.

- (c) Take action as appropriate through the courts of the TRNC.

Page 34: Disputes and differences between Owners

Question: *'What happens in disputes when all Owners involved do not consent to a dispute being referred to the Assembly Committee?'*

Answer: The Condominium Law covers disputes between Owners, and while we can only work within the TRNC law, we can cover disputes between owners. These can be escalated to go in front of a court/judge.

Disputes and differences between Owners

Disputes between Owners shall initially be referred to the Assembly Committee for settlement by confidential adjudication, provided that all Owners involved in the dispute consent to this in writing.

The decision shall be given by the Assembly Committee within 28 days of the dispute being referred to them. All other disputes and appeals against adjudications shall be referred to the TRNC Courts.

Page 36 in English SAP

Question: *"General and final liability" has to be written in "liability under the laws of the TRNC". "General and final responsibility" can be understood in different ways, especially "final responsibility". Is there such a thing as "final responsibility" in the laws of the TRNC or is it such a translation.*

Answer: GDPR doesn't exist as a legal concept in the TRNC law, so the principle of data protection has had to be written into the SAP to enable the OTBVOA committee to reassure owners about the use and abuse of their personal data and information.

Responsibility

1. **Overall and final responsibility for data protection** lies with the Assembly committee, who are responsible for ensuring this policy is upheld.

Some more Q&As based on points on which owners wanted clarification:

1. **Employees - why report them to the management company and what exactly should be reported?**
Answer: OTBVOA will not have employees who are responsible for the maintenance of Turtle Bay Village, they will be employed by the Maintenance Company that the Committee will select. However, if any Owner sees an employee of the maintenance Company obviously not doing their job properly or doing anything that could be criminal, then the owner should in the first instance report it to the senior member of the Company on-site. If that is not possible, contact the Committee via the email on the website.
2. **Installing a fireplace with a chimney, installing new air conditioners - how to coordinate and deal with it?**
Answer: The SAP explains that no change can be made to the structure that affects the outline view of the building and that communal ground cannot be used for personal purposes. If in doubt contact a member of the Committee before any work is undertaken.
3. **Pets license - where and how is it negotiated?**
The SAP defines that only domesticated animals can be kept on-site and that dogs must be kept on a lead when outside the apartment. It will be up to all Owners to help the Committee by asking an Owner whose dog is not on a lead to do so in future. Again, if in doubt contact a member of the Committee before buying a pet.
4. **Installing an Internet antenna - how and what to coordinate?**
Answer: Standard small antennae for internet can be put up without requiring prior permission.
5. **Drones - how to get approval?**
Answer: Drones will not be allowed in Turtle Bay Village for safety and especially for privacy reasons
6. **Clothes dryers – how to coordinate?**
Answer: Clothes driers can be hung on an Owner's patio but not on communal ground.
7. **Fences and railings. point "c" - only grapes are prohibited or all that can entwine?**
Answer: There should be no private fences in Turtle Bay Village apart from those on patios used as dividers. Any plants that effect a neighbour and are considered as Unreasonable Behaviour must then be cut back.
8. **Flower boxes on the windows - neutral colours, which ones?**
Answer: Neutral colours are normally considered as those that are 'pale'. With Turtle Bay Village being mainly sand coloured, any pale colour should fit in with this.
9. **A brothel in an apartment - are there already or have there been cases?**
Answer: Yes, there has been a brothel on Turtle Bay Village. This is strictly against the rules and if it should ever happen again, the Police will be notified and action and likely arrests will follow
10. **What does seasonal party decoration mean? Are LED garlands on terraces prohibited for permanent use?**
Answer: Seasonal decorations are normally for the Christmas period but the Committee respects all religions and will be sympathetic to these sorts of lights appearing at other times of the year. LED lights may be allowed as long as they don't come into the category of 'Unreasonable Behaviour'.
11. **Doors of high quality - how are they coordinated?**
Answer: The original doors supplied by Savyon will need changing at some time as they were not fit for purpose. Most Owners who have already replaced their door have bought either white or cream doors which are suitable for the site. Either aluminium or wooden doors are perfectly acceptable.
12. **Signs "For sale", "for rent", can I duplicate nearby in Russian?**
Answer: Yes, the signs can be in Russian but the total surface area should not exceed the area set out in the SAP.
13. **Are annual meetings planned for early October?**
Answer: Yes, the AGM will be in October as it needs to be held one year after the Committee was elected. Should any item need to be voted on then electronic voting can be used to ensure that each Owner has a vote.

14. Have you already studied the proposals of contractors for the maintenance of the village?

Answer: Yes, we've met with and checked eight different maintenance providers, and we are now discussing which ones should make our final shortlist of three, based on a comprehensive range of criteria that each provider scores against, according to how well they respond to those criteria.

15. Is there an understanding of the approximate monthly contributions of the owners?

Answer: From the work we have done so far we can state that the monthly maintenance charges for owners' properties for owners' properties at TBV will NOT be increasing from the existing level (£70 for two-bed apartments, £80 for three-bedroom ones).

Right now, until the tendering exercise is complete, we will not know precisely what the chosen maintenance provider's costs are going to be for TBV's site maintenance.

In turn, the OTBVOA committee cannot confirm the exact level of each property's monthly maintenance charge is going to be.

But judging by the maintenance charges we've seen at other developments that are being maintained by the companies we're talking to, we can be 100% confident they won't be any higher than they are at the moment.

We can also confirm that **because the OTBVOA is NOT a corporate entity for tax purposes in TRNC, we don't have to pay KDV**. Thanks to the developer creating Resco in the first place, Resco is currently paying KDV at 16%.

That means that out of every monthly maintenance invoice of £70 (for a two-bedroom property, and of course, it's more for three-bedroom properties), KDV of £9.66 goes out of TBV to pay the TRNC Tax Office.

That's nearly **£116** a year from each owner, and there's well over three hundred owners at TBV!

Furthermore, as we have never been shown the accounts or been asked for this in our invoices, it is thought that Resco has never made any savings into a 'contingency' or savings fund for capital or major and very necessary projects like the fresh water supply system's replacement.

So your Owners' committee has already agreed that the best thing to do with that '16%' will be to put it straight into the OTBVOA's own contingency fund to start dealing with major needs that will affect everyone on TBV such as the water supply system's replacement.

Put into real figures, this is great news for TBV's property owners:

- KDV of 16% on a monthly maintenance charge of £70 (for a two bed apartment) = £9.66
- 12 months of each owner paying that % = £115.92
- If 350 owners pay their monthly maintenance for 12 months, then by the end of the first year there could be more than £40,000 that can go towards eg. the replacement of the freshwater supply system.

And the OTBVOA won't have to pay any corporation tax at 12%

While Resco has always had to pay corporation tax at 12% on any profits it makes each year, because the OTBVOA is a non-profit-making entity as far as the TRNC Tax Office is concerned, all funds generated from owners' maintenance payments that are surplus (that's the equivalent of our 'profit' once we've paid the costs of TBV's maintenance out of maintenance payments by owners) **will also go straight back into TBV and its own investment needs.**

All this could mean that by at least the end of the first 12 months of the OTBVOA managing TBV, we'd already have enough to start work on the freshwater supply particular project.

In fact, if things go to plan, we may even be able to start dealing with the water issue as soon as the chosen maintenance provider starts at TBV.

Lastly, one very important point to remember is that the main purpose of the Owners' Assembly's taking over TBV's maintenance from Resco is all about improving both the appearance and the functioning of the site, rather than simply reducing the monthly maintenance fee.

Apartment rentals?

Question: *'If you do get a new management company, will the apartments be marketed better?'*

Answer: Yes: The range of apartment services we've outlined in our tender documents include holiday rental services, so the chosen maintenance provider will definitely be providing all the usual services for individual apartment or villa owners, including short term property rental for holidays.

Resco debt amnesties?

Question: Will there be a debt amnesty for owners who owe money to Resco?

Answer: We can't speak for Resco, but the answer's actually quite complex, so here goes and please bear with us!

In short, the committee believes the answer to a financial amnesty for those owing Resco money is a definite 'No!', but... the following points would all impact on the answer to your question in different ways:

- a) As a matter of legal and contractual principle, those debts owed to Resco - whether for site maintenance, apartment servicing, etc. - remain Resco's. What Resco does about those debts is entirely a matter for Resco, which is effectively Savyon's decision as Resco's a subsidiary of Savyon. 'Amnesty for debtors' and 'Udi Ilan' aren't exactly words that anyone could ever imagine sitting happily together...!
- b) On the other hand, Resco's debts can't be 'carried over' either, as they are nothing to do with the OTBVOA itself and whichever maintenance provider is eventually chosen by the OTBVOA. Both the OTBVOA and the maintenance provider chosen by us start with a clean sheet as far as the owners at TBV are concerned.
- c) That said, those owners who owe Resco monies for site maintenance may have a case against Resco for breach of contract, in as far as Resco clearly hasn't been delivering site maintenance to anything like a normally acceptable set of standards from any owner's perspective.
- d) Then there's the aspect of those so called 'MDAs'. Some owners have already decided to offset their 'maintenance deposit accounts' against those debts they owe to Resco for site maintenance. From the OTBVOA's angle, we're looking into ways of legally securing those MDAs for their owners, as they are clearly monies belonging to purchasers and owners at TBV, and therefore the MDAs do not belong to Savyon or Resco. In the meanwhile, the OTBVOA are not planning on demanding MDAs from anyone at TBV...!
- e) Although Resco will at some point be given notice to cease its site maintenance provision at and to TBV, Resco will still have its apartment servicing business and it may continue to have some involvement with Savyon's apartment rental business in terms of an income stream.

We don't have hard evidence but it's thought that the number of apartments that have a servicing contract with Resco is thought to be around 200 of those on TBV (411 in total). Even if this figure was to be nearer 100, it is still a substantial income stream by any measure.

There is nothing to stop Resco carrying on this aspect of its business at TBV... apart from the OTBVOA encouraging the new maintenance provider to offer a much higher standard of apartment servicing to individual TBV property owners. Assuming this was also much better value for money than Resco's, I'd imagine Resco's apartment servicing business would reduce significantly over time.

- f) There's also the question of Resco's involvement – or of course, otherwise - with the apartments that are still 'owned' by Savyon (ie. it failed to sell them) and which are believed to be rented to a large number of the local leather factory workers. The number of 170 'owned by Savyon' has been used, but in fact this mostly reflects apartments whose owners have paid for them, and have a Sale Agreement but haven't as yet got their own title deed or kocan.

That leaves, we believe, around 25 apartments 'owned' by Savyon and which are rented out. While on this point, aside of the issues this unwelcome presence is causing other owners (who thought they were buying an apartment that was part of a 'dream holiday village' as opposed to a 'workers' village'), Savyon is also believed to charge low to very low rents, and likewise, is believed to pay low to very low site maintenance charges as well.

- g) And we can't overlook the fact that along with most of the land at TBV that owners largely assumed was their communal gardens to enjoy, but which the developer took title to (a nice way of saying 'land grab') via the Powers of Attorney in his offer to transfer the initial batch of title deeds, Savyon also owns the office building from which Resco currently operates.
- h) There's one other point that comes to mind: the current legal action of the BTBA against the developer. This will eventually come to an end, and of course we all hope that it is one that favours TBV's property owners and purchasers.

In which case, debts owed to Resco - provided Resco's done nothing about reclaiming them by then - could well be offset against the substantial damages that would result from the 22 claims (if all these claims are awarded by the presiding judge) against the developer.

Landscaping and pets

I have reviewed the SAP and it is very comprehensive and thorough and i have 2 specific items to raise:

- Landscaping action plan versus budget
- Pets

1. Landscaping

Landscaping is one of the main visual indicators to the quality of the site and whilst it is too early to discuss defined detailed plans, is it the intention that proposed maintenance companies will propose action plans to upgrade the landscaping and this will be converted into a management charge per apartment. Obviously, I would not like to pay more money as I think we should be getting a lot more for our money and i would like to find out what the charging policy will be especially when the current exchange rate is at a high level.

2. Pets

I note however that the SAP allows for domesticated pets whereas the previous situation was that there was to be no pets; however this was clearly ignored.

It is clear pets provide a great source of companionship to their owners and I would not advocate a ban on pets but I must advise that dogs barking have disrupted my holidays particularly throughout the night and early morning. Is the recourse for this through the Nuisance section of the SAP although I would prefer a specific reference to pets causing disturbance especially when they are left unattended for long periods.

In the main, I have found most pet owners very responsible and the situation has improved but it would be appreciated if this "safeguard" could be incorporated.

My main feedback is that I am very impressed with the quality of the document and this sets the tone for a professional approach to - hopefully - returning the site.



Answer: Many thanks for your e-mail and for your supportive feedback; it's very much appreciated by all of us. Besides the pets issue which I'll deal with later on, there are two aspects to the issue of the maintenance of TBV's communal areas and gardens I want to address:

1. The regular work to maintain a higher standard of appearance of these areas and keep them well looked after.
2. How best to upgrade them, given the twin needs to (i) minimise the use and the cost of irrigation (currently a pop up sprinkler system using pumps, (grey water) and a lot of electricity) due to the Northern Cyprus climate, and (ii) upgrade them in order to maximise the overall appearance of TBV as a quality development.

In short, regular maintenance is and will be part of the tasks delivered by the maintenance provider within the current level of each apartment's annual or quarterly maintenance charge. A major upgrade is vital, but as yet uncosted.

The current 'gardens' comprise mainly grassed areas that would need a lot of water and maintenance, so we're planning to look at ways in which they can be sustainably upgraded, and need much less water and time/labour in terms of regular maintenance. We'd make sure that:

- All owners had the opportunity to contribute their own ideas for their particular area of communal gardens.
- That an overall plan was formed and costed with the maintenance provider.
- That if there were separate cost implications for enhancing the communal gardens, first we'd ensure it was something that all owners could have their say about, and possibly have a vote on it as well now that we've got an online voting facility.

Given the possible need for additional funding, things look encouraging in other ways. Provided the SAP is elected (voting should start on the 21st November and the results known by the 1st/2nd December) and then formally registered, the committee will formally invite three companies and from them, select a suitable maintenance provider.

Having spoken at length with the prospective providers, we're very confident that everything we're asking for within our SLA can be provided at the current levels of monthly quarterly maintenance charges per apartment/property.

Because we're an Owners' Assembly and not a company, we won't be paying KDV. So instead, the 12% KDV we as owners have been paying to Resco will be used instead to help fund other major items such as the replacement of the freshwater infrastructure and the upgrading of the communal gardens.

Likewise, we don't have to pay the corporation tax that Resco has to pay, so that will mean more of the owners' money that can be invested back into TBV at the end of every year.

Thus far, the candidate providers have all expressed an urgent need for a major review of the gardens, something a number of owners have also voiced. OTBVOA committee member Larisa Kuznetsova has also expressed a keen interest in being directly involved with the plans for TBV's landscaping as she too - like you - feels strongly that much more could be done to achieve both sustainable and possibly much more cost-effective climate-appropriate solutions, and landscaping that also enhances and improves TBV's appearance.

Now, the pets point: you're quite right about the noise they can make and it is something we want to look into, as barking dogs can soon create a major problem between the pet owner concerned and their neighbours, especially where children are involved.

Having put this point to the potential maintenance providers, things like this will start with a chat between the owner and the provider, on the basis of a reminder of the rules and regulations everyone's signed up to (or will do soon, hopefully). The clause about nuisance would cover this eventuality, but I'll see if it needs to be more specific to cover unacceptable noise from pets'.

At the same time, there may be some solutions such as ultrasonic gadgets which can help alleviate the dog barking problem. It's just an idea, but these gadgets do work, so perhaps the provider could keep a demo model and when



trialled in the pet owner's property for eg. a week and proven to work and make life better for all concerned, then the pet owner is encouraged to get one.

But most of the time, it'll be a step-by-step process by which pressure's put on the pet owner to make a real effort to stop their dogs becoming a major source of irritation to others.

