



CONSTITUTION

1. Name

The Association of the Owners at Palmbay View Bahçeli Northern Cyprus (hereinafter called "the Association")

2. Interpretation

- a. In the following Constitution and Rules the Association means the Association of the Owners for the time being at Palmbay View Bahçeli Northern Cyprus.
- b. The Committee means the Committee of the Management of the Association appointed under the following Constitution and Rules.

3. Aims and Objectives

- a. To work with present and future management companies to provide and maintain facilities at the development known as Palmbay View Bahçeli Northern Cyprus "the Development" for the benefit of all persons owning an apartment thereat.
- b. To assist with projects which will positively benefit the development.
- c. To ensure that all owners receive fair and equal treatment.
- d. The projects undertaken by the Committee will be discussed by all wherever possible by means of letters, telephone calls and e-mail transmissions.

4. Membership

- a. Membership of the Association shall be automatic to all persons owning an apartment at the development. All members shall be subject to the regulations of the Constitution. No member shall make any profit from the Association or be entitled to any pay or benefit.

5. Officers of the Committee

The Officers of the Committee will be the Chairperson and the Committee who must have paid all maintenance and any other charges imposed by the Maintenance Company at the Development. The Committee shall consist of no more than five persons including the Chairperson. The Chairperson and members of the Committee shall remain in office for two years from the date of election but they shall be eligible for re-election. Any casual vacancy occurring in the Committee may be filled by the Committee. The Committee may regulate their meetings for the despatch of business



as they think fit. Sufficient notice of every meeting specifying the business to be considered shall be sent to each member of the Committee by the Chairperson. Questions arising at any meeting shall be decided by a majority of votes and in the case of any equality of votes the Chairperson shall have a second or casting vote. In the absence of any meetings of the Committee Members in person any such decisions or business transacted by the Committee shall be deemed to have taken place by electronic mail or such other means as the Committee shall by vote decide. The Committee may delegate any powers to any sub-committee to deal with specific matters. Any such sub-committee shall submit reports of their proceedings to the Committee for consideration and approval. The Committee shall have power to appoint advisors to the Committee as necessary to fulfil its business. The Committee shall be responsible for adopting new policy, codes of conduct and rules that affect the organisation of the Association.

6. General Meetings

Annual General Meetings shall be held as soon as possible after the 31st December. Any other general meetings shall be an "extraordinary" general meeting. An Ordinary General Meeting may be convened by the Committee whenever they think fit and shall also convene an Extraordinary General Meeting within twenty eight days of the receipt of a Notice (which Notice may be an electronic message) stating the object of the meeting and requested by not less than one-fifth of the total number of owners to entitled to vote. The Annual General Meeting will receive a report from the Committee. Nominations for a Committee Member will be sent to the Chairperson prior to the Annual General Meeting. All Owners who have fully paid up maintenance charges shall have the right to vote at the AGM.

7. Finance and Accounts

The Committee may transact business on behalf of the Association subject to a limit of £750.00 (seven hundred and fifty pounds) on any one item. Any further transaction involving larger sums shall be referred to the Owners for their decision on the basis of one vote per apartment (for the avoidance of any doubt if one owner owns more than one apartment then an owner shall have a vote corresponding to the number of apartments owned by that person).



The Committee shall wherever possible ensure that the Management Company for the time being appointed for the purposes of maintaining the development shall submit an income and expenditure account for the end of each calendar year together with a statement of assets and liabilities at that date. The Committee is empowered on behalf of all owners to enter into any service agreement With the Management Company and may delegate the execution of such agreement to any one or more of the Committee members from time to time.

8. Alteration to Rules

No rules shall be altered or rescinded or any new rule adopted except at the Annual General Meeting or Extraordinary General Meeting. The Notice convening the meeting shall set out in clear terms the proposed alterations or additions.

9. Dissolution

A resolution to dissolve the Committee can only be passed at an AGM or EGM through a majority vote of the Owners at which not less than one half of the Owners shall vote upon that resolution.

10. Amendments to the Constitution

The Constitution will only be changed through agreement by majority vote at an AGM or EGM.



Palm Bay View Community Rules and Guidelines

Palm Bay View is a vibrant holiday village designed to offer owners a relaxing and enjoyable living environment. As an owner, you are part of a unique community that values harmony, responsibility, and adherence to shared standards.

All owners are responsible for maintaining their units and ensuring that the constitution of the community and its standards are followed by all residents. This collective responsibility helps preserve the quality, safety, and peaceful atmosphere of Palm Bay View.

1. Property Management

Calendar Property Services (CPS) is the designated Property Management Company working on behalf of the Palm Bay View owners. CPS is responsible for overseeing the maintenance and management of the community, ensuring that common areas are well-kept, security measures are in place, and residents' concerns are addressed efficiently. Owners and residents can contact CPS for any property-related matters to ensure a smooth and well-managed living experience. The CPS on-site office (B49) is open Monday – Wednesday – Friday from 10am until 2pm. Requests and/or maintenance concerns outside of the office hours should be emailed to info@calendarpropertyservices.com or by calling +90 392 815 48 96.

2. General Conduct

- Residents and guests must conduct themselves in a manner that respects the rights and privacy of others.
- Harassment, excessive noise, and disruptive behavior will not be tolerated.

Palm Bay View Owner's Association Committee
Committee Chair, Bjorn Lensnes • Deputy Chair, James Wright • Finance, Thomas Schmidt
CPS & Pool Maintenance, Shuki Chaouat • Buildings & Infrastructure, Erez Rubenshtein
Committee.pbv@gmail.com

Site Managed by Calendar Property Services +90 392 815 48 96 Info@calendarpropertyservices.com



3. Common Areas

- Common areas (gardens, pool, gym, etc) must be kept clean and free of personal belongings.
- No littering or leaving trash in shared spaces.
- Residents must not damage or alter common areas without prior approval from the Palm Bay View Owner's Association.

4. Noise Control

- Quiet hours are from 10:00 PM to 7:00 AM. Excessive noise during these hours is prohibited.
- Residents are responsible for ensuring their guests do not disturb others.

5. Parking Regulations

- Parking is permitted only in designated areas.
- Unauthorized vehicles may be towed at the owner's expense.

6. Pets Policy

- All pets should be on a leash in common areas.
- Owners must clean up after their pets immediately.

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- Excessive barking or aggressive behavior will not be tolerated.
- Please do not feed the neighborhood (stray) cats at your unit. Please use the designated feeding station. Donations for food, medical checks and neutering are very welcome. There is a Donation Box in the CPS Office (Apt. B49).

7. Waste Disposal

- Trash must be disposed of properly in designated bins.
- Bulky items must be arranged for special disposal with the site management company, Calendar Property Services.
- Dumping of hazardous materials is strictly prohibited.

8. Renovations & Maintenance

- Major renovations require prior approval from the Palm Bay View Owner's Association.
- Residents are responsible for maintaining their units in good condition.
- Any damage to common property must be reported immediately.

9. Use of Amenities

- Community amenities (pool, gym, etc.) are for residents and their guests only.
- Proper attire and hygiene must be maintained when using facilities.
- Any misuse of amenities may result in restrictions on usage.

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10. Tenant and Guest Responsibility

- Residents are responsible for the actions of their guests.
- Guests must follow all community rules while on the property.

11. Violations and Penalties

- Violations of community rules may result in warnings, fines, or other enforcement actions.
- Repeated or severe violations may lead to legal action if applicable.
- Residents may report rule violations to the Palm Bay View Owner's Association for review.

For any concerns or clarifications, please contact Calendar Property Services. By living in this community, all residents agree to abide by these rules and guidelines to ensure a safe and harmonious living environment.

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Site Maintenance Fee Agreement

This Agreement is made as of 1 November 2024 between the undersigned property Owner's (hereinafter referred to as "Owner's") and the Palm Bay View Owner's Association (hereinafter referred to as "Community").

1. Purpose

This Agreement outlines the terms and conditions regarding the acceptance and payment of annual site maintenance fees by the Owner's for the maintenance and upkeep of the community.

2. Definition of Unit

For the purposes of this Agreement, a "unit" shall be defined as per the title deeds associated with each property, encompassing all rights and responsibilities attributed to that specific property.

3. Definition of Site Maintenance

Site maintenance refers to the routine and preventive care of physical spaces and structures within the Community, such as communal buildings, grounds, and equipment. This includes, but is not limited to:

- a. Cleaning: Regularly cleaning and sanitizing common areas to maintain hygiene and aesthetics.
- b. Repairs: Fixing any structural issues, such as plumbing, and electrical to common areas.
- c. Landscaping: Maintaining outdoor areas, including gardening, and lawn care.

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- d. Pool: Regularly scheduled pool maintenance, to keep the pool clean and for for use for the community.
- e. Inspections: Conducting regular inspections to identify and address potential hazards or maintenance needs.
- f. Upkeep: Managing the overall condition of the common facilities, including painting (outside painting of block walls and railings up to the entrance), flooring, general repairs, communal electricity and water.
- g. Overall, facilities site maintenance is essential for creating a safe, functional, and pleasant environment for owners and visitors.
- h. Insurance: Building and liability insurance coverage includes all risks comprehensive and public liability for communal areas.

4. Annual Site Maintenance Fee

- a. Each Owner agrees to pay an annual site maintenance fee for each unit owned.
- b. The amount of the fee will be determined by the Community, with adjustments reviewed annually to reflect increases in the cost of living.
- c. The adjusted fee and related maintenance company contracted on behalf of Palm Bay View will be communicated to the Owner's at least 30 days prior to the due date.
- d. The annual site maintenance fee for the calendar year March 2024 to February 2025 is Nine Hundred Fifty Pounds (£950).

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5. Payment Terms

- a. The annual site maintenance fee is paid bi-annually with the first installment due by the 1st day of March and the second payment due by the 1st of September each year.
- b. Payment shall be made via cash (payable to Calendar Property Services or the designated Management Company) or via wire transfer.
- c. Owners with a history of late or non-payment may be required to make advance payments, as determined by the Community.

6. Late Payments

Failure to pay the maintenance fee within the specified timeframe may result in penalties, which may include interest charges, and/or restrictions on the property.

7. Acceptance of Terms

By signing below, the Owner's acknowledge and accept the terms of this Agreement, including the obligation to pay the annual site maintenance fees as outlined herein.

8. Governing Law

This Agreement shall be governed by the laws of Turkish Republic of Northern Cyprus.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Owner Name]

[Unit Number]

Bjørn Lensnes

Committee Chair

Palm Bay View Owner's Association

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