

Residents' Association Agreement for Residents in Government Blocks and the Housing Authority

Preamble

This is an agreement between the Housing Authority and the Residents' Association of (name of Association).

The objectives of this agreement are as follows:

- To establish a Residents' Association in which all the tenants will participate, without receiving payment. The Residents' Association will provide the maintenance and upkeep, particularly in those areas which are used by individuals, and those who qualify as common parts and are used by all the tenants;
- A representative (Administrator) for the Resident's Association will be chosen and will be responsible for all the functions and responsibilities that fall under this agreement;
- To facilitate communication between the Housing Authority and the residents as well as to strengthen the cooperation between the residents.

Article 1: The Responsibilities of the Association

1. The Association will form an integral part of this agreement to strengthen the relationship between the Housing Authority and the Residents as well as to strengthen the relationships between the residents. Therefore, the Association must:
 - a. Encourage residents to actively participate in the Association and maintain order amongst them;
 - b. Regulate maintenance and repair works which must be carried out in agreement amongst the residents;
 - c. Encourage residents to work together whilst authorizing the Administrator to represent them.
2. The Association and the residents must agree that each resident has the responsibility to:
 - a. Keep the common parts clean;
 - b. Have a responsible conduct and maintain silence to respect their neighbours;
 - c. Pay any fees related to maintenance, repair works and any reparation in the common parts proportionately (refer to Article 2(2));
 - d. Refrain from building irregular and illegal structures in the common parts.
3. The Association must elect an Administrator to represent it. The Administrator's responsibilities will be:
 - a. The contact person for the Housing Authority;

- b. Representation of all the members of the Association without discrimination;
 - c. To maintain order within the block;
 - d. The recruitment of workers for any reparation, maintenance work or upgrading necessary;
 - e. Responsible for the collection of money on behalf of the association from each member to pay the fees charged for any reparation, maintenance work or upgrading necessary as explained in Article 1(4);
 - f. Required to keep a copy of the Association's accounts to distribute a financial report to all the members in the General Meeting and also distribute a copy of the financial report to the Housing Authority;
 - g. Required to organize an Annual General Meeting and other meetings;
 - h. Responsible to take all necessary action to secure the continual provision of electricity and water, and an adequate drainage system and to provide all that is needed to secure the common good of all the residents;
 - i. Responsible to receive complaints and suggestions of all the members of the association, passing them on to the entities concerned, including the Housing Authority and the Local Council, so that these entities can act accordingly;
 - j. Participation in meetings, courses and educatory seminars organized by the Housing Authority and/or the Local Councils. These meetings will be organized with the aim of assisting the Administrator in executing his/her responsibilities better and also to allow for different Association Administrators to network;
 - k. Responsible to inform the members of the Association of any information given by the Housing Authority and the Local Council regarding the common parts of their residential block.
4. Expenses must be equally divided amongst all residents and must include:
- a. Expenses on works featured in Article 2(1);
 - b. Payments of electrical consumption and of lease of electricity meter of common parts in housing blocks with a lift;
 - c. Payments related to the usage of lifts such as electricity consumption, telephone, annual inspection and maintenance;
 - d. Each Association must have a current bank account with a local bank bearing the name of "*Binja Residents' Association*". The Administrator is responsible for its administration and of any transactions in or out of the bank account.
5. The Administrator of the Residents' Association will be given an incentive for the responsibilities this role entails. This incentive will be a remuneration of €150 per year, for blocks not exceeding 12 apartments. An additional €10 will be given for each apartment if the block consists of more than 12 apartments. The Housing Authority has the right to verify whether or not the chosen Administrator is executing his/her duty fully. If the Housing Authority is not satisfied with the quality of the work of the Administrator, the Authority reserves the right of

removing this individual. Subsequently, if more than 1 person is interested in becoming the new Administrator, a voting system will be setup every 2 years.

6. If the members of the Association are in conflict, the Local Council and the Housing Authority can serve as a mediator to resolve the member's differences. The last word will be that of the Housing Authority.

Article 2: Maintenance, Repairs and Upgrades

1. The Administrator is responsible for any maintenance works, repairs and upgrading in the block. Any works must be related to the common parts of the block, which include:
 - a. "Normal" Maintenance: Any paint jobs in the main entrance, common staircase, common corridors, and stairwells. When colour is used, the colour should match the colour scheme of the surrounding environment, according to the necessary permits.
 - i. Members of the Association are responsible for painting the common parts at least once every 5 years. The Members of the Association will be held accountable once this agreement is signed and once it enters into effect.
 - b. Common parts, including surrounding areas and passage ways around the block must be kept clean.
 - i. The common parts must be cleaned at least once a week.
 - c. Changing light bulbs in common part: Members of the Association are encouraged to use energy efficient measures in the common parts of the block.
 - d. The changing of glass.
 - e. Works related to tiles and marble, aluminum or wood in doors and windows in common parts.
 - f. Preventive maintenance works which contributes to avoiding damage in roofs and roof screeds. Furring of all the roof has to be done at least once a year. The roof should be kept free of any additional structures which are not an integral part of the roof.
 - g. Cleaning of drain and water pipes.
 - h. Works to prevent any damage that may be caused as a result of rain pours.
 - i. Works in shafts.
 - j. Upkeep, maintenance and cleaning of wells (where applicable).
 - k. Security in the block.

2. The Housing Authority is responsible for;
 - a. The structural maintenance of roofs and common staircases;
 - b. Electricity bills of the common parts in blocks with no lift.

Article 3 – Association Rules

1. In the Association meeting every apartment is entitled to 1 vote only. Subsequently, decisions will be made based on the majority of votes of the Members present for the meeting.
2. The Association must elect, with a majority, an Administrator for its representation in the Annual General Meeting. The Administrator will occupy this role for 2 years and can be removed with a majority of two-thirds after voting.
3. The Housing Authority reserves its right to nominate its representatives to observe the running of the Association and to be present for all the meetings held by the Association. This individual would not have the right to vote. The sole purpose would be to guide the Association and the Administrator as well as guidance in the organization of necessary works.
4. All members are to be notified for the Annual General Meeting not less than 15 days prior to the date of the meeting.
5. The minimum number of members attending the Annual General Meeting will be that of two-thirds. If members fail to attend on time, the meeting will be postponed by 15 minutes. After the additional time elapses, the meeting will be held irrespective of the number of members present.
6. The Condominium Act laws are applied to the Association.
7. New tenants must also sign the same agreement concerning the Association as the other residents. In turn, the new resident will be annexed to the previous agreement.
8. This agreement will remain in effect until a new agreement is established by the Housing Authority.
9. The Housing Authority reserves the right to amend this document.

When a resident signs this agreement, and any agreement with this purpose, they are thereafter considered to be a member of the Association.