

**COMMUNITY CASARES DEL SOL PM4**

**TERRACE EXTENSIONS**

In Casares of 2023

**APPEAR**

**ON ONE SIDE, ....., President of the community PM4 Casares del Sol.**

**ON THE OTHER SIDE, ..... with apartment number .....  
,NIE/Passport number ..... and Home address at .....**

**THEY ACT**

**THE FIRST ONE**, on behalf of the Casares del Sol PM-4 Owners Community, in condition of President of the same, position set up in General Meeting celebrated on the *15<sup>th</sup> of September 2017*.

**THE SECOND ONE**, in his own name and legal right.

The signing parties recognize each other have the necessary legal capacity for pursuant to the present rental agreement and, therefore:

**WHEREAS**

**I.-** That the Owners Community Casares del Sol PM-4 in General Meeting celebrated on the 11<sup>th</sup> of February 2015, and latterly amended price at the AGM in September 2018 and September 2023 approved the lease to the owners of the different apartment blocks based in ground floor area of the Community the common paving area adjoining the terrace of each apartment and that separate it of the garden area, being able to extend the extension of their terraces to this point and always inside the border of its property.

**II.-**That regarding ..... is interest in the lease of the common area describe in the clause above, sign this document in accordance with the following

**TERM AND CONDITIONS**

**The Property owner enters int a contract**

**First. The lease the Community land as per schedule 2 of this document**

**Second. I agrees to pay fixed sum of per Schedule 1 of this document**

## Schedule 1

**First.-** The object of this contract could only be destined by the Lessee to the enlargement of the terrace of his apartment within the established borders by the Owners Community reviewed in the first clause of this contract.

**Second.-** The enlargement works shall obligatory fix to the project elaborated by the Community and shall be executed by the supervisor of the project and the builders designated by the Community, respecting the design done by the Community, similar to the actual. (NES 1950 SHT 1 & 2)

**Third.-** With regards to all the cost of the works including taxes, project supervisor fees and administration expenses, the Lessee shall pay at the time of signing of this contract the amount of **9,000€**, being this contract receipt of payment (or **9.500€** for end apartment)

**Forth.-** Any construction or installation to be made by the Lessee in the lease object that may affect to its configuration, esthetics and external statement, will inexcusable need prior authorization of the Lessor and the obtaining of any obligatory legal permit.

Breach of this clause will allow the Community to demand the Lessee the demolition of the executed works returning the place to its original status at his cost or the breach of this contract, being the Lessee responsible of the compensation for all the damages caused.

**Fifth.-** The lessee agrees to pay all the taxes, fees and judgments arise from such additional works, construction permit included. These fees included any additional cost for the Lessor to rectify illegal works or return to original position under section 7 breach of contract.

**Sixth.-** Failure on the part of the Lessee to observe the terms and conditions agreed by means of the present contract and outlined in the CASARES DEL SOL PM-4 Guidelines for Terrace Extension document shall result in its immediate termination.

**Terrace lease arrangement following Feb 2015 EGM as amended as per AGM  
September 2022**

**First.-** The Owners Community Casares del Sol PM-4, hereinafter referred to as “THE LESSOR” , represented by Mr. Nicholas Lane, lease ..... hereinafter referred to as “THE LESSEE”, the common area described in the first clause of this contract.

**Second.-** The term of this contract shall be for a period of ninety nine years starting at the signing date of the said contract, the Lessee must obey, in case of sale of his property, to communicate to the buyer the existence of this contract, being the new owner from the signing of the title deed subrogated in rights and obligations.

**Third.-** The lease price is established and accepted by the parties at the amount of three hundred and seventy five Euros (375€) per year, to be paid in one yearly installment and in advance the first month of every financial year initial first year (lease payment will be calculated on a monthly pro rata basis); this amount may be adjusted on a yearly basis. No additional increases can under any circumstances be applied by the Lessor during the length of this contract.

**Fourth...** Failure to honour the terms of the lease will result in the leasee or its successor losing the sole right to use the additional terrace space, and that the Community can exercise this right by re building the boundary wall in line with the ownership rights of the property subject to the Community giving the leasee reasonable notice being 30 days.

**Fifth....** Should the relevant property owner request a re instatement at a later date, the work must be carried out through the community and charged at Costs plus 15%.

**Sixth.....** The Lessee shall also include any future owner having sole benefit of the common area

**Seventh.-** Both parties specifically declare as reason of breach of the present contract the unpaid from the Lessee of the ordinary and extraordinary community payments with regards to his property or persistent breaking of internal rules.

**Eighth.-** For all disputes that could arise over the interpretation and performance of the present lease contract, the parties waive their right to any jurisdiction that may correspond to them and they submit to the jurisdiction of the Courts and Tribunals of the address of the property object of this contract.

In witness whereof, the parties hereto sign it, in the place and on the date first above written.

President nombre.....

Owner: nombre.....

Apartment .....

Signed by .....

signed by .....

Dated .....