

The Association is "REGISTERED" at the State
Registration Chamber
IDNO **1013600037386**
on 03.12.2013
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Registrar // - // signature

APPROVED: by the General Assembly of founders
Condominium Co-Owners Association
No. 55/400

Protocol No. 1 from 19.11.2013

S T A T U S of the
Condominium Co-Owners Association No. 55/400

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I. GENERAL PROVISIONS

1. *The Condominium Co-Owners Association No. 55/400 hereinafter “Association” is created in line with the Law on Condominium in the housing stock, Law on the privatization of the housing stock and other legal and normative acts that regulate legal relations as well as other relations in matters related to property of dwelling, rooms with a destination other than for living (hereinafter – rooms), joint undivided property and other immovable assets from the condominium in the housing stock.*
2. *Name of the association:*

*full name: **Condominium Co-Owners Association No. 55/400***

*abbreviated name: **C.C.A. No. 55/400***

3. *Premises of the Association:*

*Legal address: **MD-2012,102 Columna str., Rîșcani sector, Chișinău municipality, Republic of Moldova.***

4. *The Association is created on the initiative of the apartment owners (rooms) and owners of other immovable assets (annex No. 1 “List of condominium associates”) residing on the address **MD-2012, 102 Columna str., Rîșcani sector, Chișinău municipality, Republic of Moldova** within the constituent assembly of representatives (annex no. 2 „Protocol of the general assembly of the members of the Condominium Co-Owners association”) with the purpose of:*
 - *holding, maintaining, exploiting and renovating the immovable assets of the condominium;*
 - *ensuring the association members with public utility services and other services based on the authorization of the owners;*
 - *fulfilling the right to own, use, manage the joint condominium property by owners of apartments and rooms;*
 - *sharing joint expenses in the condominium among co-owners;*
 - *ensuring the appropriate technical, firefighting and ecologic condition of the joint property;*
 - *ensuring the apartment and room owners, lessees and tenants of apartments and rooms (if authorized by them) with utilities and other services that arise from the maintenance activity of the immovable asset;*
 - *ensuring the observance of the exploitation rules, rules on the maintenance of the building and the nearby territories as well as of the joint property by apartment and room owners and their family members, tenants and renters of apartments and rooms;*
 - *carrying out measures on setting up territories transmitted to the condominium;*
 - *exercising (if needed) the functions of beneficiary when carrying out exploitation, renovation, reconstruction and construction works of rooms and buildings in the condominium,*
 - *signing and fulfilling contracts and agreements with legal and natural persons in line with its activities;*
 - *obtaining and using bank loans including by pledging the immovable asset, – joint property of the association, for the needs of the co-owners association;*

- *carrying out economic activities in line with the present Status and the acting legislation;*
 - *representing and defending the legal joint interests and rights of apartment and room owners before local and central public authorities, in court and in relation with third parties.*
5. *The Association has the legal organizational form of an Association.*
 6. *The Association obtains the right of a legal person since the registration day, it has an autonomous balance, settlement accounts and other types of account in banks, may stand as a plaintiff and defendant in court.*
 7. *The Association is held liable for its obligations with the belonging goods. The Association may not be held liable for the obligations of its members.*
 8. *The Association is created without a limit of the term of its activity.*
 9. *The Co-owners Association has a stamp with the name of the Association and other attributes that belong to the legal person on it.*

II. OWNERSHIP RELATIONS IN CONDOMINIUM

1. *The Condominium is comprised of: a residential building with 88 apartments, a 2 story building “Casa lui Teodor Crupenschi” and the parking building annexed to the playground, fitness and other objects that are located on the nearby territory.*
2. *The joint property of the condominium includes all the parts of the property that are used jointly: 0.232 ha land, cadastral number 0100419.034 on which the building with the cadastral number 0100419.034.01. is built, walls, the roof, stairs, halls, basements and the technical floor, elevators, equipment and utility systems from the inside and outside the apartments (rooms) that serve for multiple apartments (rooms), designed for the service of the immovable property of the condominium.*
3. *The separation limits are as follows: at the cold water pipe system – external part of the wall of the building with apartments, sewage pipe system – the first sewage well next to the building wall.*
4. *Condominium owners possess, use and own assets in line with the provisions of the acting legislation.*
5. *Joint condominium goods are the undivided joint property of owners of rooms and other immovable assets.*
6. *The joint condominium property may not be sold separately from the ownership right over the rooms of the condominium.*
7. *Objects of the joint property may be transferred for use to other natural and legal persons for a payment, in line with the provisions of the legislation.*
8. *The nearby territory and other joint property of the condominium may be burdened with the limited right of use (easement) by other persons in line with the decision of the association. Easements shall be established with the agreement of the person requesting their establishment and the owners. If an agreement is not achieved, the litigation shall be solved in court.*
9. *The owner of divided joint property in condominium does not have the right to request deduction of an ideal share of the territory and of a real part of the joint property.*
10. *The state property (municipality) in condominium may be privatized in line with the acting legislation.*
11. *The participation share in joint immovable assets in condominium of each owner is proportional to the surface quota (square meters) of the owned rooms in condominium, unless the decision of the general*

assembly of owners, adopted in line with the procedure stipulated by art. 26 of the Law on condominium in housing stock, does not provide otherwise.

- 12. The share of the owner of a room (rooms) in a shared apartment shall be established based on the proportion of the surface of the room and the total surface of the apartment.*
- 13. As agreed by the owners, the share may be different for different groups of owners depending on the type of rooms they own in condominium.*
- 14. The share of a new owner in joint assets is equal to the share of the previous owner.*
- 15. Bilateral written contracts represent the basis for the relation “owner – association”, “owner – renter”, “owner – tenant”, “owner – service provider”, “association – service provider”.*
- 16. If the owner signs a contract with a service provider independently, the association shall be accordingly informed about it. The respective provision is also relevant in cases of room rental.*

III. FINANCIAL MEANS AND FUNDS OF THE CO-OWNERS ASSOCIATION

3.1. Financial means of the co-owners association are comprised of:

- a) instituting taxes and other mandatory payments of the association members;*
- b) incomes generated by the financial-economic activity of the association, oriented towards the fulfillment of the purposes provided by articles 18-21 of the Law on condominium in the housing stock;*
- c) means generated by the compensation of expenses on the technical maintenance of the internal engineering networks that provide cold and hot water, sewage, heating, electricity;*
- d) means obtained from the state and local budget, if provided by the law on the annual budget;*
- e) other legal incomes.*

3.2. Based on the decision of the general assembly, the association may place a part of the available financial means in obligations, certificates, shares and other movable assets and may constitute special funds the means of which are designed for the fulfillment of the purposes stipulated by the present status. The general assembly shall decide on the way of creating special funds.

3.3. The property of the co-owners association constitutes the joint movable and immovable property in condominium obtained as a result of its activity.

IV. PAYMENT OF TAXES, MANDATORY PAYMENTS, UTILITIES AND OTHER SERVICES

4.1. Owners or in the case of state or municipal property – tenants participate in the payment of expenses on the maintenance and renovation of the joint property in condominium as stipulated by the Law on condominium in the housing stock and other normative acts. The Administration council of the Association shall ensure the collection of payments for the maintenance and renovation of rooms and other elements of joint use of the property/properties from its members.

4.2. Condominium owners shall pay the tax on immovable assets, whereas in case the property is used to gain income – other taxes established by the legislation.

4.3. Owners, and in the case of state municipal or state property - renters shall pay for utilities and other provided services in line with the acting legislation and normative acts.

4.4. Owners of rooms and other immovable assets, as well as tenants and renters of rooms that are in the state or municipal property shall be held liable for failure to pay for the owned or rented rooms, as well as for utilities, in line with the contracts signed directly with service providers or with the co-owners association. The members (representatives) general assembly may provide the possibility to pay-up some payments directly on the account of the association, in line with the rental contract (payments for the maintenance and renovation of joint property, and for a part of the utilities). Payments for the utilities and other services may also be received based on the contract signed between the association and service providers, and based on the contract signed between the owners (renter, tenant) and the association.

4.5. The amount of mandatory payments of each owner for the maintenance and the renovation of the joint property in condominium is proportional to his/her share and is established based on the List of the expenditures budget for the maintenance of the condominium, approved by the general assembly of apartment (room) owners.

4.6. When approving the association budget, the annual general assembly determines the mandatory payment obligations of each room owner and sets up the time-frame and payment procedure.

4.7. All room owners are obliged to pay the special taxes and fees established by the general assembly, as follows:

- the share of joint expenditures shall be paid not later than the date established by the general assembly of the co-owners association members (representatives);
- special fees shall be paid in the same period as the share of joint expenditures, if a different way of payment is not stipulated;
- special expenditures introduced into the Association budget shall be paid within the time-frame and as established in the case of share of joint expenditures.

4.8. Failure to pay for the utilities by some owners, in the case of the state or municipal property – renters may not serve as a ground for the disconnection of the entire building from the engineering networks and installations, electricity, heating, gas, water and sewage systems by the Administration council.

V. ECONOMIC ACTIVITY OF THE CO-OWNERS ASSOCIATION

5.1. The Association is carrying out its activity in line with the Law on condominium in the housing stock, other legal and normative acting acts and the present status.

5.2. The association is exempted of any taxes and fees during the first three years of activity, under the condition that the means gained as a result of these exemptions shall be deposited on a special account and fully used for the maintenance and renovation of the joint condominium assets and that these exemptions are provided in the state budget for the respective year.

5.3. The association carries out the following activities in view of fulfilling the purposes provided by the present status:

- a) management, service, exploitation and renovation of the condominium assets;
- b) reconstruction and construction (by contracting a company or by itself) of additional rooms and objects of joint use in condominium;
- c) lease, rent or sale of immovable assets that are part of the condominium and are owned by the association if needed due to financial needs for the maintenance and improvement of the condition of the joint condominium property;

d) *other types of activities stipulated by the status and that do not contravene to the acting legislation.*

5.4. *In line with the decision of the general assembly of the association the income foreseen to be gained from the economic activity shall be used for the payment of economic expenses or distributed into special funds in order to be used for purposes provided by the status. Additional income may be distributed for other purposes of the association activity, provided by the Law on condominium and the present status.*

VI. SERVICE AND EXPLOITATION OF THE IMMOVABLE PROPERTY IN CONDOMINIUM

6.1. *Service and exploitation of the immovable property in condominium shall be organized by bidding in which natural and legal persons, holders of respective licenses issued in the established way, may participate.*

6.2. *Natural and legal persons that win the bidding shall execute the maintenance and renovation works of the immovable property as well as build additional objects in condominium in line with the contracts signed with the administration council of the association.*

6.3. *Simple renovation or construction works may be carried out by owners or by associations. When carrying out activities subject to licensing, the association shall hold the respective license.*

6.4. *Installation and exploitation of meter devices for electricity, heating, gas and water shall be carried out in line with acting legislative acts and normative documents.*

6.5. *Advertising boards may be installed on the condominium buildings only based on a contract signed with the administration council of the co-owners association, for the established payment.*

VII. RIGHTS OF THE CO-OWNERS ASSOCIATION

7.1. *If the association does not violate the rights and interests of owners that are protected by law, it has the right to:*

- a. *sign management or service agreements of the joint property with any natural or legal person, regardless of the property form in line with the legislation;*
- b. *organize independently the service of the immovable assets in condominium;*
- c. *elaborate the annual estimate of income and expenses, including expenses dedicated to the exploitation, renovation and reconstruction of the joint property, special fees and breakdowns into the reserve fund for the liquidation of damages caused by natural disasters, as well as expenses for other purposes provided by the Law on condominium and the housing stock and the present status;*
- d. *establish the mandatory payments quantum for each owner based on the participation share;*
- e. *carry out works and deliver services to members of the association;*
- f. *take bank loans in the manner and under the terms provided by the legislation;*
- g. *own rooms in condominium;*
- h. *pay for delivered services and carried out works based on signed agreements;*
- i. *sell, change and rent to commercial and non-commercial organizations and to citizens the inventory, equipment and other material goods, as well as to transfer them from the balance of the association to losses if they are worn-out or obsolete, in the manner established by the legislation;*
- j. *carry out brick laying works, reconstruction or demolish objects of joint property or rooms from the condominium, in line with the norms and rules in building;*

- k. receive for using for an unlimited period of time or to obtain as property land for the subsequent building and exploitation of the buildings with flats or of rooms in the condominium;
- l. carry out other actions and transactions that correspond to the purposes of the association, in line with the legislation;
- m. put to trial owners (tenants, renters) for failure to pay mandatory payments designed for the support of joint expenses;
- n. request from owners (renters, tenants) the full compensation of damages caused by failure to pay for the utilities, maintenance and renovation of the joint condominium property, as well as for not participating at other joint expenses, in the way established by law;
- o. request from enterprises that deliver public utility services the compensation of expenses for the technical maintenance of the respective systems, such as cold and hot water, sewage, heating, electricity, if the association is carrying out the maintenance of the engineering systems independently;
- p. accept the installation of advertisements on the building of the association for a payment;
- q. insure the owned property against any physical damage;
- r. associate with other associations for the collective administration of joint condominium property with the transfer of the administration rights of the joint property or a part of the rights to the united co-owners association.

VIII. OBLIGATIONS OF THE CO-OWNERS ASSOCIATION

8.1. The co-owners association is obliged to:

- a. ensure the execution of the provisions of the Law on condominium in the housing stock and the Law on privatization of the housing stock, other legal acts as well as the present status;
- b. comply with the contract obligations as established by the legislation;
- c. ensure the execution of obligations regarding the maintenance and renovation of immovable goods in condominium by all members of the co-owners association;
- d. ensure the timely payment of mandatory payments by all owners and renters in the case of state or municipal property;
- e. ensure the relevant sanitary-technical condition of the joint goods in condominium;
- f. ensure the protection of the interests of all members of the association when establishing the terms and the way of owning, using and possessing joint property, when distributing the expenses for the maintenance and renovation of the goods in condominium among owners;
- g. to represent the interests of the members of the association in relations with natural and legal persons, in cases stipulated by the legislation and the present status;
- h. ensure the fulfillment of obligations on the timely payment of mandatory payments by all owners (tenants, renters) in line with the legislation;
- i. organize the service and exploitation of joint immovable assets in condominium (including overhaul, building, renovation and modernization of the buildings) in line with the provisions of the Law on condominium and the housing stock, the present status and other normative acts;

- j. *stop actions of third parties that impedes or creates obstacles for the fulfillment of the rights to own, use, possess the joint immovable assets in condominium by the co-owners of the association.*

IX. MEMBERSHIP OF THE CO-OWNERS ASSOCIATION

- 9.1. *Members of the association are owners of rooms and other assets in condominium, in line with the list.*
- 9.2. *Legal persons – state and/or municipal enterprises that have administration rights or the right to operative administration of rooms in condominium automatically become members of the association.*
- 9.3. *The membership status is acquired from the moment of state registration of the association in the established way.*
- 9.4. *Persons who purchase rooms in condominium after the establishment of the association become members of the association immediately after acquiring the property right of the room.*
- 9.5. *Interests of underage members of the association shall be represented by their parents, tutors or curators in the way established by law.*
- 9.6. *The membership of the association ceases in cases of death of the member of the association, winding-up of the legal person, sale of assets or other reasons.*
- 9.7. *In case of death of the owner of the room – a natural person or in case of reorganization of the legal person the rights successors (inheritor) become members of the association from the moment of acquiring the property right over the room in condominium.*
- 9.8. *In case of death of the room owner – a natural person and the absence of legal legatees or willed persons, the faith of the room shall be decided in line with the norms of the law on succession.*
- 9.9. *One representative shall be elected on behalf of 5 association members in view of participating at the general assembly, if the association is comprised of more than 40members.*

X. RIGHTS OF THE CO-OWNERS ASSOCIATION MEMBERS

- 10.1. *A member of the co-owners association has the right to:*
- a. *participate personally or by means of his/her representative in the activity of the association, to elect and to be elected in the administration bodies of the association;*
 - b. *make proposals on the improvement of the association activity and removal of drawbacks in the activity of the association and administration bodies;*
 - c. *receive information on the activity of the association, condition of the property of the association and the carried out expenses;*
 - d. *pay via the account of the association for delivered services, taxes for the immovable property of joint use;*
 - e. *carry entrepreneurship activity in the owned rooms with the designation other than living, under the condition that the legal requirements, sanitary norms, firefighting etc. are observed, and without bringing any prejudice to the rights of the other members of the association;*
 - f. *rent or lease the owned room in the way established by the law;*
 - g. *make improvements, change the layout to his/her room/apartment without jeopardizing the structural integrity of the building or rooms of other association members or of engineering networks;*

- h. insure independently the owned room at an insurance company;*
- i. fulfill other rights provided by the legislation and the present status.*

XI. OBLIGATIONS OF THE CO-OWNERS ASSOCIATION MEMBERS

11.1. The member of the co-owners association is obliged to:

- a. ensure the appropriate maintenance and timely renovation of the owned apartment (room) on his/her own expense;*
- b. ensure the integrity of the joint property and to maintain the safety of the apartment (room), as well as the property of any other association member;*
- c. accept, with a 5 days prior notification, the access of representatives of the co-owners association into the room when an inspection, renovation or replacement of elements of the joint property is required, given that the access to the mentioned property is available only from the respective apartment (room). In emergency cases, for the prevention of an accident or in view of liquidating damages caused by an accident a prior notification is not required;*
- d. if the owner or any other person who acts on his/her behalf causes damages to the property of other owners or the joint condominium property the member is obliged to compensate the caused damages in line with the acting legislation;*
- e. participate in expenses for the maintenance and renovation of joint immovable assets in condominium in the way established by the Law on condominium in the housing stock, other acting legal and normative acts and by the present status, even if the owned room is not used;*
- f. use the rooms, joint property only in line with their destination and within the limits established by the Law on condominium and the housing stock and the present status;*
- g. maintain the aspect of the joint property, changes may be made only with the approval of the association;*
- h. maintain the location of separating walls from the room that are a part of resistance structure, changes may be made with the approval of the association;*
- i. change the layout of the room only with the relevant project documentation approved and verified in the established manner, and the approval of the association;*
- j. pay in a timely manner for the utilities and other provided services, taxes and payments for the maintenance and renovation of immovable assets in condominium, as well as other payments established by the association;*
- k. observe the order and comply with the internal rules established by the association;*
- l. fulfill the obligations provided by the present status and decisions of the association.*

XII. ADMINISTRATION AND CONTROL BODIES IF THE CO-OWNERS ASSOCIATION

12.1. Administration bodies of the co-owners association are as follows:

- a. general assembly of the co-owners association members (representatives);*
- b. administration council of the co-owners association.*

12.2. *The General Assembly of the Co-owners (representatives) Association is the supreme administration body of the co-owners association. The on-going administration of the association is carried out by the Administration council of the association.*

12.3. *The control body of the association is the Audit Committee (Censor).*

XIII. THE GENERAL ASSEMBLY of the MEMBERS (REPRESENTATIVES) of the CO-OWNERS ASSOCIATION

13.1. *The annual general assembly of the association members (representatives) shall be called within 60 days after the closure of the fiscal year. An extraordinary general assembly may be called on the initiative of the Administration council, members (representatives) of the co-owners association who hold at least 30 % of the votes, as well as on the request of the Audit committee (auditor) and of the local public administration.*

13.2. *The general assembly of the association members (representatives) is comprised of all the owners of rooms and other immovable assets.*

13.3. *The announcement on the calling of the general assembly shall be handed to each owner against his/her signature, or by certified mail issued by the Council or the persons who initiate the sitting of the general assembly. The announcement shall be sent the latest 10 days prior to the sitting. The announcement shall contain the information on who is the initiator of the general assembly, place and time where the sitting is to take place, agenda.*

13.4. *The general assembly is deliberative if 2/3 of the votes are represented. The assembly may be called repeatedly if it has no quorum. The assembly may be called repeatedly not earlier than in 48 hours but not later than 30 days from the date established initially. The assembly that is called repeatedly may adopt decisions based on at least 51 % of the votes.*

13.5. *The number of votes of each owner corresponds to the number of owned apartments. Each owner of rooms that have a designation other than for living has one single vote. Owners of a communal flat also have one single vote.*

13.6. *If more than 30 percent of the surface of rooms in condominium are owned by the state or municipality the owner or the authorized body may decide on the proportional distribution of the participation quota, which exceeds 30 % of the votes in the general assembly, among owners.*

13.7. *The general assembly is led by the president of the assembly who is elected by the majority of votes of the attendees. A secretary of the general assembly shall be elected for the elaboration of the minutes of meeting.*

13.8. *The general assembly chooses the administration method of the condominium in line with article 15 of the Law on condominium in the housing stock.*

13.9. *If the general assembly adopts the decision to transmit the condominium managing functions to another natural or legal person, the transmission shall be carried out based on a signed contract in line with the legislation.*

13.10. *Decisions of the general assembly shall be adopted with a simple majority of votes of the attending co-owners association members (representatives), except in cases provided by article 10 (1) of the Law on Condominium in the housing stock which are mandatory for all the owners.*

13.11. *Decisions of the general assembly shall be documented by minutes of meetings that shall be signed by the president and the secretary of the general assembly.*

13.12. *The general assembly of the members (representatives) of the co-owners association has the following competencies:*

- a. adopt decisions on the organization, reorganization and winding-up of the association;*
- b. approve the status of the co-owners association, operate amendments and completions to the status that do not contravene to the status-type and the acting legislation;*
- c. approve decisions on the sale, rent, pledging or transmission of other rights over the assets of the association to owners or third parties;*
- d. grant easements or other rights of use over the joint property in the condominium;*
- e. adopt decisions on the purchase of materials, equipment necessary for the building, renovation, including extension (increase of height), building of auxiliary buildings and other constructions, renovation of the immovable assets in the condominium;*
- f. approve decisions on requesting loans, including bank loans;*
- g. approve the annual estimate budget, income and expense, as well the fund of current assets and its amendment, approve of the report on the execution of the budget approved by the audit committee (auditor);*
- h. introduce restrictions on the use of the joint property, in line with the legislation;*
- i. adopt decisions on requesting the services of an audit company for the performance of the audit of the financial activity of the co-owners association;*
- j. adopt the decision (by 2/3 of the votes) on the improvement of the comfort and thermal efficiency of the building, including the installation of hot water boilers, central heating, elevators and other similar equipment;*
- k. adopt the decision on building, renovation and modernization of the buildings, changing the layout of the rooms by observing the requirements of the acting normative acts;*
- l. elect the administration council and the committee of auditors (auditor);*
- m. establish the quantum of mandatory payments for each owner in line with his/her corresponding share;*
- n. create special funds of the co-owners association including a reserve fund, a fund for the recovery and renovation of the condominium property;*
- o. examine petitions on the activity of the administration council, the president and the auditors committee of the association;*
- p. on the request of the administration council or of its president approve and amend the Regulation on the Internal Order of the association and the Regulation on the remuneration of the personnel of the association;*
- q. determine the remuneration quantum of the members of the administration council;*
- r. adopt decisions (by 2/3 of the votes) on the improvement of the comfort and thermal efficiency of the building;*
- s. solve other issues related to the activity of the association.*

13.13. *The general assembly is also entitled to solve issues that are in the competence of the administration council.*

XIV. THE ADMINISTRATION COUNCIL OF THE CO-OWNERS ASSOCIATION

14.1. *The administration council is the executive body of the co-owners association, it is subordinated to the general assembly of the members (representatives) of the association. The administration council has the right to adopt decisions in all areas of activity of the association, except decisions on issues related to the exclusive competence of the general assembly.*

14.2. *Members of the administration council are elected from the members of the general assembly for a period of 2 years.*

14.3. *The administration council appoints a president and vice-president from the elected members.*

14.4. *The attributions of the administration council are as follows:*

- a) ensure the execution of the decisions of the general assembly;*
- b) ensure the observance of the acting legislation and provisions of the association status;*
- c) register at the territorial cadastre office the buildings and land of the condominium;*
- d) select an organization (by bidding) for the service and exploitation of the condominium, or invest the president of the council with the right to select;*
- e) ensure the control over the payment of mandatory payments by all members of the association;*
- f) elaborate annual budget estimates for income and expenses, reports and their presentation for approval to the general assembly;*
- g) keep an up to date list of the association members, carry out secretariat activity, book keeping, elaborate activity reports;*
- h) call and organize the sitting of the general assembly;*
- i) carry out other obligations that result from the status of the co-owners association.*

14.5. *The sitting of the administration council shall be called on by the president or by the vice-president in the absence of the former one, at least once every trimester. Members of the council shall be informed about the sitting at least 3 days in advance.*

14.6. *The sitting of the administration council is considered deliberative if the majority of members attend the sitting.*

14.7. *The administration council is entitled to use the means of the association that are on the bank account, in line with the financial plan approved by the general assembly.*

14.8. *In exercising its obligations, the administration council of the co-owners association has the following responsibilities:*

- a) comply with and execute the provisions of the Housing Code, Law on condominium in the housing stock, Law on privatization of the housing stock, decisions of the Government of the Republic of Moldova regarding the activity of co-owners associations, the status of the association and other normative acts, decisions of the general assembly of the association;*

- b) *calculate correctly the quantum of mandatory payments and fees for each member of the association in correspondence with the share in the condominium;*
- c) *control the full and timely payment of mandatory payments, utilities and other services by each member of the association;*
- d) *request the local public authorities to establish the borders of the territory of the condominium and transmitting it to the joint property of the co-owners association, in line with the conditions established by law;*
- e) *call on control bodies regarding the compliance with the rules and norms of use, improvement, changing of layout of apartments (rooms), of the joint condominium property, in cases when owners jeopardize the structural integrity of the building, of the rooms of other owners, engineering systems, the harmonious aspect of the complex of buildings;*
- f) *ensure the qualitative and timely execution of maintenance, renovation and exploitation works of the immovable assets in condominium, the stable functioning of the engineering systems that are jointly used in the building;*
- g) *organize the installation of meter devices for electricity, heat, gas, cold and hot water, both for the building as well as for apartments (rooms) of the members of the co-owners association on their own expense or on the expense of the association if the association gains income from its activity;*
- h) *monitor the delivery of utility services and other services delivered by service providers, and the quality and timely delivery of the respective services, as well as the observance of consumers rights;*
- i) *announce and organize bids for the selection of entrepreneurs that would carry out renovation works of the immovable assets of the condominium, as well as bids for the administration of the condominium (if needed);*
- j) *obtain an authorization (license) in the established manner; in case the association will carry out activities subject to licensing;*
- k) *sign agreements on the delivery of utility services and other services for the needs of the association, in case it is granted rights regarding utility services and other services by the members of the association it shall sign agreements with the owners as well;*
- l) *sign rental agreements of the rooms that belong to the association;*
- m) *elaborate the annual estimate of income and expenses designed for the maintenance, exploitation, renovation and reconstruction of the joint property, collect special fees and deductions to the reserve fund, as well as for other purposes which shall be presented for approval to the general assembly;*
- n) *respect the rights of all association members, represent and defend the legal rights and interests in the established way in other institutions, including in court;*
- o) *sue entrepreneurs, the administrator, members of the association, other natural and legal persons who do not comply with their contract obligations, violate the legislation and the provisions of the association status;*
- p) *request the service providers of utility services other service providers to compensate the expenses for the technical maintenance of the engineering systems that are serviced by the association;*
- q) *manage correctly the finances of the association, ensure the appropriate book keeping, present timely the financial reports and reports on the execution of the budget of the association;*

- r) *elaborate the list of association members. Carry out secretariat activity, keep record of requests of the members of the association and other persons;*
- s) *call and organize general assemblies of the association;*
- t) *fulfill other obligations that result from the Law on condominium in the housing stock, the status of the association, decisions of the general assembly and bodies of the local and central administration.*

XV. PRESIDENT OF THE ADMINISTRATION COUNCIL

15.1. *The president of the administration council is elected by the council members for a period of 2 years.*

15.2. *The president of the administration council:*

- a) *ensures the execution of the decisions of the general assembly and of the administration council;*
- b) *hires and fires the personnel of the co-owners association;*
- c) *gives orders and dispositions that are mandatory for all the personnel of the co-owners association;*
- d) *elaborates and presents for approval to the general assembly the regulation on the internal order and the regulation on the remuneration of the personnel of the co-owners association;*
- e) *manages the condominium or signs administration contracts with other natural and legal persons;*
- f) *represents the co-owners association when signing agreements and is liable for their execution;*
- g) *represents the co-owners association in relations with third parties, including in judicial actions initiated by the association against an apartment (room) owner who did not fulfill his/her obligations before the association, or in actions initiated by an apartment owner who appeals a decision of the co-owners association.*

XVI. THE AUDIT COMMITTEE (AUDITOR) OF THE CO-OWNERS ASSOCIATION

16.1. *The audit committee (auditor) shall be elected by the general assembly from the members of the association for a period of up to 2 years. Members of the administration council of the co-owners association may not be included in the committee of auditors.*

16.2. *The committee of auditors, comprised of 3 or more members shall appoint one of the members on the position of president of the committee.*

16.3. *The committee of auditors (auditor):*

- a) *carries out audits of the financial-economic activity of the co-owners association at least once a year;*
- b) *presents opinions on the annual estimate of income and expenses, annual report and on the quantum of mandatory payments established for association members to the general assembly;*
- c) *presents a report on his/her activity to the general assembly.*

16.4. *Members of the committee of auditors (auditor) are entitled to participate at the sittings of the administration council with a right for a consultative vote.*

XII. REORGANIZATION AND WINDING-UP OF THE CO-OWNERS ASSOCIATION

17.1. *The reorganization and winding-up of the co-owners association shall be carried out based on the provisions established by the acting legislation and the present status.*

17.2. The co-owners association shall be winded-up by the decision of the general assembly in case of physical demolition of the complex of immovable assets in condominium.

17.3. In case of winding-up of the co-owners association, the immovable assets and other goods remaining after the execution of the budget, clearance with the banks and other creditors, shall be distributed among the co-owners association members in the manner established by the present status (proportional to the participation quota in the funding of the renovation and maintenance of the joint property).