

Dear Condominium Owner; we aim to inform you about our site and developments with this bulletin. This is because especially foreign owners may not be aware of the regulations and laws with respect to the site management and levy, encumbrance and sale may be imposed on their property by reason of this unawareness.

MAIN INFORMATION ABOUT OUR SITE MANAGEMENT REGULATIONS:

Our site is managed within the framework of the KMP (Property Ownership Law) No. 634. You can see Property Ownership Law Turkish text at www.mevzuat.gov.tr , English text translated by the site management at www.royalvillalari.site/KMKENG.pdf and Russian text at www.royalvillalari.site/KMKRUS.pdf or you can request us to send your email address.

Site management is not a commercial enterprise, it only carries out the provisions given in the law. The duties of site management and the way how a site is managed are written in the site management plan and the laws. Ordinary meetings are held periodically and extraordinary meetings are held in case a special circumstance occurs. Registered letter is sent to the owners for invitation to these meetings. The notice of site managements (in accordance with the Notification Law, Annex Article) is made to the address provided to the Land Registry Office and to the address of the independent section located at the site. Decisions are made and implemented with votes of condominium owners in the meetings.

Decisions of Condominium Owners Board are binding for everyone (KMK article 32). Decisions made about monthly fees made in these meetings are final because they are decisions of the condominium owners board. Those who are uncomfortable about the decisions may sue for about such decisions, this process does not stop implementation of decisions. Site management is not a collector. Monthly 5% liquidated damages for delay is applied with daily calculation for those who delay paying the monthly fees (see KMK article 20). Any owner who fails in paying monthly fees for two consecutive months is referred to the court of bailiff and annotation of seizure is put on the title deed. If the condominium owner pays the monthly fees afterwards, his/her debt towards the site is written off but the debts in the execution office (charges, attorney fees etc.) remain. Condominium owner may release this leisure on the title deed by paying these debts separately in the execution office. The site management may not follow-up this, it has no such authority or responsibility.

Legal lien is put on title deed of those who insist in not paying the monthly fees (see KMK article 22). Condominium Owners Board decision is made for those about who are concerned in three times of lawsuit or execution proceedings in two calendar years and their independent sections may be transferred with a court decision to other condominium owners willing on current value upon Judge decision, (see KMK article 25).

The site management may not negotiate or enter into agreements about above issues because it is not a commercial enterprise. The legislation on this subject states that: Site management may not stop services of condominium owners by reason that they do not pay monthly fees and owners may not keep not paying by reason that they cannot receive service. If there is a problem between condominium owners and site management, this problem shall be firstly resolved in the condominium owners board, any condominium owner who is unsatisfied about the result may bring the subject to the court. Site management is proxy of condominium owners and always ready to serve for them, but it implements the law without interpretation on the subject of monthly fees. Site management only address remarks to condominium owners, not their attorneys, attorney's addressee is the court Judges.

Our site is a living space in five star standards and receive the lowest rate of monthly fees. There are seven types of independent sections including 20,14,11,9,5,4,3 land shares in our site. The monthly fees of an independent section with 3 land shares including safety-cleaning-technical-landscape-management-audit, common area and in-flat water and electricity is equal to (3x87,50=) 262,50 TL after the last increases in 2019.

There is no other site receiving a monthly fee lower than this including in-flat electricity-water bills. There are 10 independent sections in C type block and the monthly fee of an A type villa is naturally higher, equal to 1.750,00 TL because of the area it includes (see KMK 20).

The site's condominium owners board meets and revises monthly fees in case of changes in exchange rates, inflation and electricity-water, minimum salary (KMK 29,30,31,32).

ABOUT THE REQUEST IN the SITE CONDOMINIUM OWNERS BOARD MEETING:

In the condominium owners board meeting held by April 13 of 2019, some requests have been submitted to for a decrease in monthly fees for the enterprise which has rented about 168 independent sections in the site with attendance of 185 of 211 independent sections in the site and votes of 177 of them.

Monthly fees shall always be applied in the site in accordance with the Condominium Owners law. The enterprise only pays monthly fees of the independent sections it rented. The enterprise is doing business here in accordance with relevant articles of the management plan. In addition, the enterprise made a commitment through the public notary and stated it may pay monthly fees of services etc. of all other independent sections except management expenses but requested that all condominium owners should make a commitment in the same way about this issue. Then, the condominium owners board requested that to be notified to all owners and the site management made such an announcement. However, all owners must submit a document to make this commitment valid. Many owners submitted this commitment. However, some owners did not submit a commitment because they have other expectations or they did not come to Turkey and so the monthly fees are continued in this way.

We kindly ask our condominium owners to cooperate with other owners you know in order to pay lower monthly fees and ensure them to send their commitment to the site management too.

The commitment given by the enterprise and its translation and the commitment sample expected from the owners are enclosed in Annex ages. Once all the owners submit a commitment, the condominium owners board shall meet and readjust their monthly fees. Please submit a meeting attendance representation document to the site management for this too. The possible proposal shall be as follows:

LAND SHARE TYPE	EXISTING FEE (TL/MONTH)	THE AMOUNT TO BE PAID BY THE ENTERPRISE ON BEHALF OF THE OWNER (TL/MONTH)	THE SHARE TO BE PAID BY OWNERS, PROPOSED FEE (TL/MONTH)	IMPROVEMENT RATIO (%)
20	1.750,00	1.570,00	180,00	97
14	1.225,00	1.065,00	160,00	76
11	962,50	822,50	140,00	68
9	787,50	667,50	120,00	65
5	437,50	337,50	100,00	43
4	350,00	270,00	80,00	43
3	262,00	202,50	60,00	43

The proposal for implementing above specified monthly fees is just be possible if all owners give commitment. Moreover, the enterprise shall make a special discount in food-beverage and do not receive any fee for beach-boat usage for each owner beginning from the time when the relevant owner gives commitment. You can send your commitments by hand to the site management or e-mail to yoneticim@gmail.com or via whatsapp to phone number 0 532 716 92 65.

INFORMATION ABOUT THE LAWSUITS FILED AGAINST THE SITE MANAGEMENT:

Since our site is managed by a professor who gives education about this subject in universities and professionally (external manager, see KMK article 34), the lawsuits filed against the site management were either rejected or at the stage of fourth or fifth hearing because there is no formally unlawfulness (due to excuses of the parties etc.).

Moreover, each decision filed in the court is repeated with a new board meeting and the site management continues to work within the framework of legislations, (Information in this section is made in accordance with Property Ownership Law article 38.).

The existence of monthly fees may not be objected to in the sites, (see KMK article 20), but its amount may be objected to. However, since the monthly fees are determined not by the manager but by the decisions made in the condominium owners board meetings (see KMK article 37 and 32), the monthly fees are deemed as the documents specified in article 168/1 of the Bankruptcy and Enforcement Law 168/1 and the bankruptcy is applied with proceeding without judgment.

Unfortunately, though it is so clearly described in the law, some of our owners delayed in paying their monthly fees and they paid 60% higher in annual basis (see KMK article 20), and decision of transfer of property has been made about some of our owners (see KMK article 25) and the proceedings of putting in pledge on land registry have been initiated for some other commodity owners (see KMK article 22).

THE CASE OF FAILURE IN PAYING MONTHLY FEES TIMELY, AND PAYING THEM AFTER ENFORCEMENT:

Monthly fees are paid in specified date in the case of site managements. However, we have divided them into advances, namely monthly fees similar to the case in many sites. A liquidated damages for delay equal to 5% monthly is applied with daily calculation for monthly fees which are not paid between 1st-10th day of every month. (see KMK 20).

On the other hand, execution proceedings are initiated based on the decision made in the condominium owners board meeting about the owners who fail in paying monthly fees for two consecutive months and fixture expenses beginning from payment due date without need for a separate warning. Execution proceedings may be objected to but both 5% liquidated damages for delay, interest, attorney fees and a payment about 20% higher than the denial may be applied in the end. Namely, approximately 120% higher is paid for the monthly fees paid after one year. An attachment proceeding is initiated on title deed of the owner who has not paid debts upon execution proceedings.

If the owner makes a payment to the site while this execution proceedings and attachment proceeding is ongoing, the debts owing to the site paid off but the debts remained when the amount of monthly fees are seen in the execution office.

Namely, once our owners who fail in regularly paying their debts make a payment to this site, only the debts owing to the site are paid off but their debts other than monthly fees in the execution office remain pending.

The site management is not authorized or responsible to delete or follow-up these debts. We recommend our owners who do not pay timely to pay off these penalties pending in the execution offices personally or by means of any relative of them.

Your existing debts (if exist) owing to the site and your pending in the execution offices are listed below / enclosed.

Site managements are not commercial organizations and all site management works are carried out within the framework of legislations. Please timely pay your monthly fees to avoid from paying more and from being punished. Do not abstain from accepting letters and notices sent by the site management, provision of law with respect to notices of site managements is different.

(if you notify an e-mail address / phone number, you can make instant follow-up of your site monthly fees on the application www.kendinyonet.com with a password.

Sincerely yours

Nihat Dönmez
Site Management Board Chairman

yoneticim@gmail.com

+90 532 716 92 65

www.royalvillalari.site

www.konutsitesiyonetimi.com



Nihat DÖNMEZ
Site Yönetimleri Danışmanı
0 (532) 716 92 65



(Emlak Müşaviri * Makine Mühendisi * Üniversite Eğitmeni)

www.konutsitesidenetimi.com

(THE DEBTS RESULTING FROM EXECUTION PROCEEDINGS OR LAWSUITS IN CASE OF MONTHLY FEE PAYMENT DELAYS AND FAILURE ARE NOT SEEN IN SITE MANAGEMENT ACCOUNTS)

www.royalvillalari.site