

# 18-00 Law relating to the status of condominium buildings built

## First chapter: provisions general

**Article 1:** the provisions of this Act apply to property built buildings divided by apartments or floors or local and whose property belonging to multiple people is allocated with each batch privative part and a share of the common parts.

They are also built estate sets and different residences consist of contiguous homes or separated with common parts belonging in the indivision agreements throughout the co-owners.

**These provisions apply to registered or during registration or non-registered buildings.**

**Article 2:** Shall be considered personally identifiable buildings, built or not built-up parts belonging to each joint owner to enjoy individually and personally parties. They are the exclusive property of each joint owner.

**Article 3:** Shall be regarded as common property, parties built or parties built for the use and enjoyment of the co-owners or some all of them.

**Article 4: Shall be deemed parts common:** • ground;

- large works building, foundations, load bearing walls and cellars whatever their depth;

- the facade of the building;

- roofs for common; use

- stairways, crossings and corridors for common; use

- wells guards and the janitors;

- entries, basements and lifts for common; use

- walls and bulkheads separating two apartments or premises;

- common equipment, including the parties y related travelling personally identifiable parties;

- the coffers, fireplace heads and the ventilators for common use.

- Shall be regarded as common parts, except as provided in titles of ownership or contradiction between these titles:

- roofs and balconies non-assigned initially to the individual; use

- courses and gardens;

- premises intended for common use.

And, in General, any party regarded as such or as the nature of the immovable property requires that it is intended for common use.

**Article 5: Are considered ancillary rights to the common parts:**

- law raised floor building;
- right to build new buildings in the course or in the gardens and in their basements;
- law excavation.

All pursuant to the provisions of articles 22 and 44 of this Act.

**Article 6:** Unless otherwise property titles, the share of each joint owner in public areas is fixed depending on the scope of its individual part to the extent of all the individual parts of the building at the time of the establishment of the joint ownership.

**Article 7: Common areas and rights y incurred must be neither a distribution among all co-owners or some of them, nor a forced regardless of the individual parts sale.**

**No co-owner can neither use its fraction divides the rent or mortgage independently its undivided fraction.**

**Article 8: every building in co-ownership subject to the provisions of this Act is governed by a regulation of co-ownership.**

**The original owner or co-owner agreed are required to develop a joint ownership regulation in accordance with the provisions of this Act and in particular its articles 9 and 51. A copy shall be delivered to any joint owner.**

**If there is no regulation of co-ownership, a joint ownership regulation type their is applicable.** This regulation is developed through regulatory means.

The co-owners may prescribe special conditions or obligations laid down in the regulation of co-ownership subject to the provisions of paragraph 2.

**Article 9: The co-ownership regulation must include the following:**

- destination privative and common parts and the conditions of their use;
- the definition of rules for the administration of the common parts and the right of enjoyment y trading;
- the definition of rules for the management of the Union and the holding of the General Assembly as well as the criteria for designation of the trustee and its Deputy and, where appropriate, of the Trade Union Council. However, this latter provision is not mandatory if the co-owners number is less than eight;
- divides the allocation of quotas indivision agreements relating to common to each fraction parts
- Shall be considered void, any binding condition to co-owners of their individual fractions, except for the assignment, the characteristic and the location of the building in co-ownership law.

**Article 10:** Are accompanied by the settlement of co-ownership, upon the implementation of this law, architectural plans do varetur and approved topographic plans defining common and individual parties.

**Article 11:** Regulation of co-ownership to which are annexed attachments and any alterations made in accordance with the law shall be subject to registered buildings a deposit and a record land conservation of the place of the building situation.

A copy of the regulation of co-ownership and parts appended thereto are necessarily attached to the Act of purchase of the lot. Reference is made in the Act of acquiring buyer is aware of the regulation of co-ownership and there attachments.

If the property is not registered, regulation of co-ownership with changes possibly brought on him is deposited at the Court of first instance of the constituency responsible secrétariat-greffe building.

**Article 12:** Under penalty of nullity, any transfer of the condominium Act or constitution, transfer, modify a right in rem or extinction said right, must be established by notarial deed or by certain date prepared by a professional belonging to a legal and regulated profession Act authorized to draw up these acts by law governing said profession.

The nominal list professionals approved for drawing up such acts shall be fixed annually by the Minister of justice.

Are registered on this list nearly approved lawyers Supreme pursuant to article 34 of the dahir of Act n 1-93-162 of the 22 I 1414 rabii (10 September 1993) organizing the profession of lawyer.

Other approved professionals to draw up these acts registration conditions are laid down by regulation.

The instrument must be signed and initialled in all its pages by parties and by the person who prepared.

Acts prepared by counsel signatures are true by the Secretariat Chief Clerk of the Court of first instance under the authority of which exercises lawyer said.

## **Chapter II: De co-ownership**

### **first section : co-owners Union**

**article 13 :** all co-owners of a building divided by apartments, floors and such premises set forth in article 1 of this law are of right grouped in a trade union representing all of the co-owners and having a legal personality and financial autonomy. Object is the preservation of the building and the administration of the common parts.

The Union has the right to institute legal proceedings even against one of the co-owners.

The Union is administered by a general meeting and managed by a trustee. The Union is liable for any injury caused by negligence in the management and maintenance of common areas. It is responsible also repair the building and maintenance work.

The Union may turn against the author of the injury.

**Article 14:** Any joint owner is, of right, Member of the Union. It is required to participate in the activities of the Union to decisions taken by the general meeting by means of a vote.

Each co-owner has a number of votes corresponding to the importance of its rights in its divides part in the building.

**Co-ownership regulation specifies the number of votes for each private party.**

The co-owner may mandate a third party to vote on its behalf that the agent represents only a single co-owner.

This mandate must be made in writing.

If multiple co-owners have one party, they must designate their representative of the Union.

**Article 15:** The general meeting shall building condominiums in accordance with the law and regulation of condominium management and take decisions which the implementation is entrusted to a trustee or, where appropriate, to the Trade Union Council.

**Article 16:** General Assembly holds its first meeting at the initiative of one or more co-owners. The General Assembly performs, from its first meeting, the establishment of joint ownership regulation if it is not developed, or to his amendment if applicable and the election of the management authority of the building in accordance with the provisions of this Act and legislation in force.

The ordinary General Assembly meets at least once a year. May be taken whenever it is necessary, an extraordinary general meeting to which shall be convened all co-owners.

The trustee shall convene the general meeting ordinary or extraordinary and draws up a draft agenda of the day.

**Article 17:** The co-ownership regulation defines the powers of the General Assembly and the rules of its operation in accordance with this Act.

The General Assembly shall elect from among its members, each meeting, its President to direct the work shall appoint a Secretary to draw up the minutes of the meeting and deliberates on items on the agenda after its approval.

**Article 18:** Except as otherwise provided under joint ownership regulation, the General Assembly takes, by an absolute majority of the votes of the present or represented, co-owners decisions and measures relating to the application of regulation of co-ownership and, in General, those relating to the management of the building condominiums.

If half of the votes of the co-owners quorum is obtained, a second meeting of the general meeting is held within 30 days and will decide by a majority of the votes of the co-owners present or represented.

**Article 19:** General Assembly elect from among the present co-owners or represented the majority of the votes a trustee as well as his assistant.

**The trustee may be appointed by majority among third parties and may be a natural or legal person engaged as a liberal in the occupation of buildings management.**

In the absence of the designation of a liquidator and Assistant sound, they are appointed at the request of one or more co-owners by the President of the Court of first instance having informed all of the co-owners and heard the present among them.

The General Assembly fixed the trustee fees and, where appropriate, remuneration; otherwise they are set by the order of appointment.

**The trustee and his assistant are appointed for a renewable period of two years.**

Where appropriate, the General Assembly refers Union Board members. The trustee and his assistant are revoked by the same majority laid down in the 1st and 2nd paragraphs of this article.

**Article 20 :**

The General Assembly is responsible for:

- decisions and implement measures to ensure the security, maintenance, preservation and the enjoyment of the building as well as security and the tranquillity of its inhabitants;
- manage the common parts by taking appropriate measures to preserve the safety of users, to ensure their proper enjoyment and preserve the aesthetic and the layout of the building;
- designate and revoke the trustee and his Deputy; • designate the representative of the Union of the Trade Union Council provided for in article 31 below;
- allow the trustee or third party to institute proceedings in court.
- mandating the trustee or third parties to take certain measures;
- approving the budget of the Union and setting loads and the ceiling on expenditure as well as a reserve for major maintenance work.

**Article 21** Most three-fourth of the votes of the co-owners, the general meeting shall decide on the following questions:

- development of condominium regulation if it is not established or its amendment, where appropriate, particularly to the common parts, the conditions of their use and enjoyment.
- the work of improvement in the building such as the change or addition of one or several aircraft equipment and making provisions for easy accessibility for persons with disabilities; •
- Description, revocation and definition of the concierge so that its provision a loge;
- revision of the allocation of such common expenses stipulated in article 37 of this Act due to the change of one or more parties personally identifiable destination.
- some co-owners granting permission to perform at their expense relating to the common parts and the facade of the building, without prejudice to its initial;
- the great work of maintenance; • installation of antennas and common parables and all facilities or similar equipment.
- establishment of measures to residents and their property by the underwriting group insurance safety to prevent any risk.

**Article 22:** Are taken unanimously decisions concerning the following issues:

- . construction of a new building or raised old building or premises intended for individual; creating work
- conclusion of any act with the object or disposal of a portion of the building or the constitution provided that these rights are made on behalf of the Union and for its own benefit, adjacent to the building condominiums and intended for his servitude;
- building or premises to use land titles collective;
- transfer of planning new spaces for the completion of new buildings or raised law;
- work before make transformations to the common parts.

**Article 23:** The General Assembly shall, in no case, forcing a co-owner to change the destination or the conditions for use and enjoyment of its individual part.

**Article 24:** The general meeting of the joint owners vote each year to meet running costs of maintenance, operation and administration of the common areas and common equipment of the building a budget estimate and a provision for major maintenance work. To this end, she met within six months of the last day of the previous fiscal year.

**The co-owners shall pay the Union reserves for the financing of the budget voted.** The General Assembly may establish the amount and terms of payment. **The provision is due the first day of each quarter or the first day of the period fixed by the General Assembly.**

The Union including the provisional budget expenses and products of the year, the situation of cash, as well as the annexes to the planned budget accounts are established according to specific accounting rules laid down by regulation.

The accounts are presented with approved fiscal accounts comparison.

Loads and the Union products referred to in the chart of accounts, are saved as soon as their commitment by the Union independently of their regulation or upon receipt by him products.

The commitment is cleared by the regulation.

**Article 25: in default of payment to its date due a provision laid down in article 24 above, other provisions laid down in that article and not yet due become immediately payable after notice by registered letter with acknowledgement of receipt, remained unsuccessful for more than thirty days after the day following the day of the first presentation of the registered letter to the residence of the recipient.**

After you have found the vote of the budget by the general meeting of the joint owners as well as the forfeiture of the term, the President of the Court of first instance may order payment of required reserves.

**The Ordinance carries provisional execution despite the call.**

**Article 26 :**

The trustee is loaded:

- d ' run the provisions of regulation of co-ownership assigned;
- his implement decisions of the General Assembly unless they are entrusted to the Trade Union Council, owners or third parties;
- his ensure the appropriate use of the common parts by ensuring their maintenance, custody of main entries of the building and common equipment;
- d ' perform emergency repairs even office;
- his prepare draft budget of the Union for its review and approval by the General Assembly
- his collect loads co-owners investments against receipt;
- his issue a receipt to the co-owner of sale if he is not paying for the Union.
- d ' establish regular budget of the Union and the keeping of accounts showing the situation of the Union and each co-owner cash;
- his communicate the Union cash position to co-owners, at least every three months.
- his keep archives and records relating to the building and the Union and facilitate all joint owners access to those documents and in particular before the meeting of the General Assembly including the door agenda on the examination of the accounts of the Union;
- d ' undertake administrative procedures which recognized that delegated;
- his represent the Union sued on special order of the General Assembly.

**Article 27:** in the event of death of the trustee, revoked or resignation, the Assistant trustee carries the same duties as the trustee.

Assistant trustee shall provisionally same duties in the event of refusal to fulfil its role as trustee or when he informs him of his absence or willingness to cease his functions.

In the event of a dispute, the trustee and his assistant should refer to a General Assembly which meets emergency.

The trustee or his assistant is responsible for the non-fulfilment of its tasks.

**Article 28:** At the end of its mission, the trustee or his assistant shall, within 15 days of the appointment of the new trustee give all documents, archives, records of the Union and the building, the cash situation and the Union including cash assets.

After expiry of that period and without contracting policies will be made, new trustee asks the President of the Court of first instance acting in summary proceedings, to order the former trustee bent under periodic penalty payment.

**Article 29:** When it is a real estate set managed by multiple co-owners unions, it is created a Union Council called Council which has the mission of the administration of the common parts.

The Trade Union Council is made up of one or several each co-owner Union representatives. They are elected at the meeting in accordance with the provisions of article 19 of this Act.

The Trade Union Council shall, from its first meeting at the election of its President from among its members for a period of two years and shall hold its meetings at the request of its Chairman or at the initiative of two members, whenever it deems necessary and, at least once every six months.

The Trade Union Council designates its trustee absolute majority.

**The Trade Union Council assume the tasks under the regulation of co-ownership or the decisions taken by the General Assembly.**

**Article 30 :** in a maximum period of eight days following the date of the decisions by the general meeting, the liquidator or trustee in the Trade Union Council must notify all co-owners these accompanied by decisions of the minutes of meetings.

The notification is made, either by registered letter with acknowledgement of receipt, by bailiff.

Any aggrieved person may have recourse to the President of the Court of first instance of the place of the building to challenge the aforementioned



decisions if they are contrary to legislative and regulatory texts. It is held on the interlocutory appeal.

The Union and the trustee may, where appropriate, ask the President of the Court of first instance ordered the execution of the decisions of the General Assembly by attaching the binding formula.

## **Section II: Rights and specific obligations of the co-owners**

**Article 31:** any joint owner has the right to dispose freely and its part fully the building as well as indivises parts are connected with according his assignment, whether sale of bequests and other divides.

The co-owner or the occupant, tenant or other must have and use the indivises parties according to their assignment to provided do not prejudice the other co-owners and destination of the building.

**The co-owner which renting out its divides fraction is required to give the tenant a copy of the regulation of co-ownership.**

**The tenant is committed to respecting the regulation which he is aware and decisions taken by the Union of the co-owners.**

**Article 32:** Any joint owner has right of access to archives, records of the Union, including those relating to the cash position.

**Article 33:** Co-owner, his successors or the occupant must not prohibit work relating to the indivises parties decided upon by the General Assembly even if they are realized in the divided parties.

**The trustee shall inform the joint owner or his successors or the nature of the work involved eight days before their startup, unless it is of work are of a nature of emergency aimed at preserving security condominium building and its occupants.**

Refusal by one of the co-owners, the dispute can be brought before the judge sitting in urgent matters which may order the achievement of the necessary work raising the injury.

**Article 34:** The co-owner has suffered injury as a result of the work provided for in the previous article was entitled to be indemnified by the Union of the co-owners. This last has the right to turn against the author of the injury.

**Article 35:** Each co-owner has right to institute legal proceedings to preserve its rights in the building condominiums or repair the injury caused to the building or the common parts by one of the members of the Union or a third party.

**Article 36:** Each of the co-owners shall participate in charges relating to the preservation, maintenance and management of the common parts.

Unless otherwise specified, relating to the conservation expenses, maintenance and management of the common parts are laid down according to the share of the divides each joint owner in the building such part indicated in article 6 of this Act.

**Article 37:** Changing the distribution of common loads can be decided by the General Assembly by a majority of three quarters of the votes of the co-owners in accordance with the provisions of articles 21 and 36 of this law.

Any change in the common load balancing is decided by the General Assembly to the same majority, failing, it is decided at the request of one of the co-owners, by the competent court.

**Article 38:** where a co-owner considers its interest expense is more than its due, it may bring the dispute before the competent court to request a review. In this case, trial is brought against the Union of the co-owners in presence, where appropriate, of the trustee. Where one of the co-owners fails payment loads and expenditure decided by the Trade Union within a specified period, the President of the Court of first instance pronounce an order of injunction to pay in accordance with article 25 of this Act.

**Article 39:** The co-owners may, by a majority of three quarters of the votes of the present co-owners or represented, establish among themselves a right of preference in respect of all acts taking ownership for remuneration and provide the procedures for the exercise of such right and its deadlines in joint ownership regulation.

**Article 40:** The claims of the Union of one of its members benefit from the forced mortgage referred to in article 163 of the 9 1331 ramadan dahir (12 August 1913) on the registration of land.

A mortgage is lifted and struck out by order of the President of the tribunal if it finds that the debtor co-owner has discharged its debt and drop it to the competent court of the mortgagee checkout.

That composed the mortgage can the lift.

**Article 41:** The claims of the Union shall take precedence furniture in the apartment or the local and the rental value in accordance with the provisions of article 9 ramadan 1331 dahir 1250 (12 August 1913) forming code of obligations and contracts.

**Article 42:** in the case of transfer divides part, the transferee is jointly and severally liable with the transferor for the Union to ensure the payment of the Union claims due to the transferor member.

The Union may bring an action in reimbursement claims payable to the assignee in accordance with the procedures laid down in articles 25 and 38 above.

**Article 43:** The claims of the Union relating to common expenses against the co-owners are prescribed if they do are not claimed, in two years of their approval by the General Assembly.

### **Chapter III: Right of raised floor, to excavationet the rule**

**Article 44 :** building reconstruction: raised a right or the right of excavation can be founded only if it is expressly permitted by applicable law and unanimously approved by the co-owners.

**Article 45:** in the case of total destruction of the building, rebuilding its reconstruction decision is taken unanimously co-owners.  
When a partial destruction, the restoration of the damaged part decision is taken by a majority of three quarters of the votes of the co-owners.  
In the event of a dispute, the competent court is seized.  
The funds generated by the destruction of the building must be assigned its reconstruction or its renovation.

### **Chapter IV: Cooperatives and associations of habitat**

**Article 46:** this Act applies to cooperatives and associations of habitat taking into account the following provisions.

**Article 47:** in accordance with this Act, cooperatives and habitat associations are required to prepare a joint ownership regulation.

**Article 48 :** in the event of dissolution of the cooperative or association, a Union composed of members of the cooperative or association is created right due to the existence of the common parts assigned to common usage.

## **Chapter V: Special provisions relating to buildings registered**

**Article 49:** division of land by floors, apartments or premises if it is established by means of the original land title relating to each divides separate titling fragmentation.

A special land title is established for the usufructuary where appropriate.

**Article 50:** Must be published by an inscription on the land title, regulation of co-ownership to which shall be attached, in addition to the documents referred to in article 10 above, the duplicate property title, minutes of division and technical documents that will be fixed by regulation.

**Article 51:** In addition to information provided for in article 9 above, co-ownership regulation must contain:

- the intention of the owner to comply with the status of co-ownership and its inclusion on land books;
- description of the building and its land references;
- the brief description of division by floors, apartments or premises and the indication of different fractions divided and indivises component each level;
- relating to each Party shares distribution table divides.

**Article 52:** Real rights and land charges relating to each divides are enrolled on the concerned land title.

**Article 53:** The original title, when it does more than apply to common areas was reported Office on behalf of the Union of the co-owners immediately after the establishment of land titles relating to the divided parties.

**Article 54:** Original land title contains a description of the indivises parts as well as the main clauses of co-ownership regulation.

**Article 55:** The duplicate of the original land title is issued to the Union of the co-owners.

**Article 56:** Separate land securities have divided fractions that make up with indication of their surface description and their height and brief description of the indivises parts relevant to them. The main clauses of co-ownership regulation are explicitly mentioned.

**Article 57: When several fractions of building become the property of the same person, the merger of fonciersdistincts titles may be required.**

The original land title will have the name of the person that has become all divided portions of the building owner and that this fact co-owners Union no longer exists and parcel titles are merged with the original title.

**Article 58: Any splitting divides part must be authorized by the Union of the co-owners by a majority of three quarters of the votes.**

**Article 59:** in the case of total building destruction, governed by the provisions of this Act, the curator may, at the request of the rightsholders, strike out the titling of the divided parties and register the original parts common to all of the co-owners of indicated in the regulation of co-ownership, shares land title while taking compulsorily transfer of duties and charges included in the original land title.

#### **Chapter VI: Provisions finals**

**Article 60:** this Act shall enter into force within a period of one year current from the date of its publication in the Official Gazette.

**Article 61:** A from the same date, are hereby repealed the provisions of the dahir of 21 hija 1365 (16 November 1946) regulating the status of condominium buildings divided by apartments, as it has been amended and supplemented.