

## RULES OF COEXISTENCE AND INTERNAL REGULATIONS OF EVOCA ALICANTE

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### TITLE I. GENERAL PROVISIONS

#### **Article 1. Object.**

This document contains the Rules of Coexistence and Internal Regulations (hereinafter, the "**Regulations**") of the EVOCA Alicante Complex (hereinafter, the "**Complex**") and aims to regulate the organisation and administration of the Complex, as well as the appropriate use of its facilities, services and common areas, promoting an environment of respect, order and harmonious coexistence among all persons accessing the same.

The Regulations must be complied with by Users, as well as by any third party accessing the Complex as a guest or by virtue of an employment relationship, and employees of the Complex shall be empowered to enforce them.

#### **Article 2. Scope of application.**

All the provisions contained in the Regulations apply to natural or legal persons who, as Users, have access to and enjoy the facilities, elements and services of the Resort. These regulations replace those previously in force under the previous name of the Complex "SANTA POLA LIFE RESORT" and are understood to be without prejudice to the obligations established in the rental contracts, service contracts and/or other agreements signed with the Property.

#### **Article 3. Definitions.**

For the purposes of this document, the following definitions shall apply:

**"Accompanying persons"**: Persons who, without holding a residence permit, enter the Complex in the company of Card Holders or Beneficiaries.

**"Beneficiaries"**: Those who, without being Holders, enjoy the accommodation or services by authorisation of a Holder.

**"Users' Committee"**: Users' representative and mediation body, elected every two years, which dialogues with the Management in order to channel suggestions, organise activities and resolve conflicts.

**"Complex Management or Management"**: The management team responsible for the supervision, organisation and proper functioning of the Complex, including the administration of services, the resolution of incidents and the application of internal regulations to ensure the well-being of Users and Beneficiaries.

**"Ownership"**: The entity in charge of the management, administration, operation and direction of the Complex.

**"Owners"**: Those who hold a right of use of an accommodation unit and/or premises of the Complex (whether in lease or otherwise)

**"Users"**: Denomination to refer collectively to Card Holders, Beneficiaries and Accompanying Persons.

#### **Article 4. General Principles.**

All actions within the Complex must observe criteria of good faith, mutual respect, safety and responsibility. Any behaviour that violates the tranquillity, health, cleanliness, morality or good manners may be subject to sanction, without prejudice to the Property taking the appropriate legal action. Likewise, it is reminded that by signing a contract with the Property or by continuing to receive the services provided in the facilities of the Complex, it is presumed that these rules are expressly and unreservedly accepted.

### TITLE II. RULES OF COEXISTENCE AND USE OF FACILITIES

#### **Article 5 Respect and Tranquillity.**

All Users must behave in such a way as to maintain an atmosphere of respect and harmony. The volume of the voice will be moderated, loud music will be avoided and it will be obligatory to abstain from producing annoying noises, especially

between 23:00 hours and 09:00 hours and between 15:00 hours and 17:00 hours. Any activity that hinders rest or disturbs peaceful coexistence will be considered a punishable offence.

#### **Article 6. Use of Common Spaces.**

The communal areas (both indoors and outdoors) must be kept in a clean and well-maintained condition. Seats, tables or any other equipment may not be reserved without prior authorisation. In the event of any damage or malfunctions, please notify the Management immediately so that they can be repaired.

#### **Article 7. Services of the Complex.**

The Complex offers various services, such as reception with attention to Users, security and video surveillance systems, emergency alarms, home automation for access control and a programme of activities and events. Failure to use certain services, activities or clubs will not entitle the User to a reduction or adjustment in the monthly fee agreed with the Property, as these services are included in the overall offer of the Complex.

#### **Article 8. Maintenance and Repairs.**

There is a maintenance service that, on an occasional and extraordinary basis, undertakes specific repairs to the accommodation units, such as air conditioning or heating checks, exterior painting and replacement of electrical elements (except those that the User acquires by his own decision), provided that the damage is not caused by improper use or negligence on the part of the User. The User must allow maintenance personnel access to the unit within seventy-two (72) hours of detecting the fault and report the incident to the Management or the Owner within the same period. If the damage is due to force majeure or normal deterioration, the Property will be responsible for the repair; on the other hand, if it is due to misuse or prohibited actions, the cost will be borne by the User responsible

In any case, the User is obliged to inform the Management of the Complex and/or the Property of any damage and/or emergency or security situation.

#### **Article 9. Social Club.**

The Social Club is a meeting place to promote interaction, recreation and community integration. Access is limited to users of the Complex. Regular opening hours are from 09:00 hours until 22:00 hours, except for exceptions approved in advance and in writing on an exceptional basis and always at the discretion of the Management. It is forbidden to introduce dangerous, noxious, unhealthy or illegal substances or articles, to organise illegal or commercial activities, to damage the furniture or to cause nuisances that affect the peaceful enjoyment of the place.

The reservation of certain areas of the Social Club for private use or the organisation of events is permitted. The reservation must be requested at least seven (7) days prior to the private event, and provided that the Regulations are respected. Authorisation will be granted by the Management, at its discretion and discretion, and cannot be denied without just cause. Additional costs for the exclusive and private use of the common areas of the Social Club will be the responsibility of the person requesting the reservation. It is strictly forbidden for the celebration of the event to generate excessive noise and disturbance to other users of the complex. Infringement of this prohibition will be considered a punishable offence, in accordance with the provisions of this document.

#### **Article 10. Swimming Pool and Recreational Areas.**

Users and visitors accessing the pool must comply with the rules indicated on the site itself, such as avoiding running and rough games, using the appropriate clothing, not practising nudism, avoiding the use of large floats and not consuming food or drink outside the areas designated for this purpose. The Management will announce the timetable for use of the swimming pool at the beginning of each bathing season and may adopt restrictive measures in the event of overcrowding or inappropriate behaviour.

#### **Article 11. Pets.**

Only small pets are allowed and only with the prior written authorisation of the Management. The owner or person responsible for the pet must keep it on a leash in the communal areas, immediately remove any excrement it generates and ensure that it does not cause damage or inconvenience to other Users. Repeated failure to comply with these obligations may lead to the imposition of sanctions including, among others, the expulsion of the pet from the Complex.

#### **Article 12. Organised Activities and Private Events.**

All Users are encouraged to participate in activities, meetings and celebrations organised for recreational, cultural or social purposes. Non-participation does not exempt from payment of the established fees. Private events must be notified at least seven (7) days in advance to the Management, who may prohibit them only for good cause, abide by the guidelines on volume and cleanliness, and assume any additional associated costs.

Users may organise activities among members of the community in coordination with the Complex Management.

#### **Article 13. Security and Access Control.**

The Property maintains control systems at the entrances, with magnetic cards and security devices, and reserves the right to prevent unauthorised persons from entering. Any User who detects a risky or emergency situation must immediately alert the security personnel or the reception desk. It is also strictly forbidden to facilitate the entry of third parties without the knowledge or approval of the Complex. Security is a shared responsibility: everyone must work together to ensure it.

#### **Article 14. Maintenance of the Accommodation.**

Each User must keep their accommodation in an optimal state of cleanliness and hygiene, without creating unhealthy situations or accumulating waste in an inappropriate manner. It is forbidden to carry out works or modifications without the written authorisation of the Management. The furniture and interior fittings must be used prudently, and any damage caused by negligence or misuse is the responsibility of the person causing it or of the User if it is caused by one of his guests.

#### **Article 15. Use of Lifts.**

Smoking is prohibited in the lifts, as is the use of lifts as a hoist. In the event of detecting strange noises, damage or faults, the User must notify the Management immediately so that the maintenance service can be started. The maximum capacity indicated for each lift may not be exceeded. Failure to comply with the provisions herein shall entitle the Property to claim from the offender the cost of the repairs necessary for the action carried out by the User.

#### **Article 16. Parking.**

The Complex has public and private parking spaces. Each parking space must be used exclusively for parking vehicles and may not be used as a storage room or for storing materials, belongings or boots.

It is also forbidden to occupy uncontracted parking spaces or to go beyond the limits of the space, obstructing traffic. It is forbidden to park two vehicles (motorbikes, bicycles, cars, etc.) in parking spaces intended for a single vehicle.

For safety reasons and by mandate of the Property, it is forbidden to carry out repairs or cleaning of oils or fluids of the vehicles inside the garage, as well as the storage of inflammable products. Vehicles may not be parked for more than twenty (20) minutes in the accommodation area, except for unloading or removals. In the event of non-compliance, the tow truck may be called at the offender's expense.

#### **Article 17. Storage rooms.**

The storage rooms in the complex are intended only for the storage of personal property that is not toxic, flammable, dangerous, illegal or a nuisance. The management maintains a master key in case of force majeure, such as fire or flood, and may only use it if circumstances warrant. It is not permitted to use the storage rooms as workshops, business premises or temporary dwellings, nor is it permitted to leave rubbish or objects in the passageways. Failure to comply with these rules may give rise to notifications, financial penalties and temporary or permanent suspension of the use of the storeroom and/or, where appropriate, expulsion from the Complex.

#### **Article 18. Terraces in Accommodation Units.**

The terraces are part of the User's private use and must be kept in a clean condition. Clothes may not be hung out on the façades or windows, but only on the clotheslines or devices intended for this purpose, thus avoiding visual impact and possible inconvenience to Users. Under no circumstances may the locks of communal areas or of the unit be changed without prior, express and written authorisation from the Management, which must have a copy to deal with emergencies and ensure the security of the complex.

It is strictly forbidden to hold barbecues on the terraces. Likewise, parties, events and/or sporting activities are not permitted in these areas if they could disturb the coexistence, rest or wellbeing of the Users.

**Article 19. Internal Transport.**

The circulation of private vehicles inside the Complex (outside the parking area) must be limited to what is strictly necessary for loading and unloading shopping or furniture. In any case, the maximum speed allowed is twenty (20) kilometres per hour. It is strictly forbidden to park or spend the night in areas not designated for this purpose; if anyone does so, the management may order their immediate removal, even by crane, in order to restore order and internal road safety, as well as proceeding to impose any sanctions that may be necessary and deemed appropriate by the Management.

**Article 20. Dealing with Complex Staff.**

The service, maintenance, security and administration staff of the complex must be treated with the utmost respect. Any complaint or suggestion must be channelled appropriately through the administration office or reception. It is forbidden to give personalised instructions and to demand particular work outside the tasks for which the staff is contracted, unless expressly authorised by the Management.

**Article 21. Refuse Collection Service.**

Rubbish is collected daily from approximately 07:00 to 09:00 hours. Users are urged to dispose of their waste in the containers provided, separating organic, recyclable and non-recyclable waste as far as possible. If you wish to dispose of bulky objects or household goods, you must coordinate with the Management. It is forbidden to leave bags of rubbish in communal areas or next to the containers in such a way as to obstruct passage or create sanitary problems.

**Article 22. Visiting Arrangements.**

All outsiders to the Complex must be registered at the access control, receiving a temporary pass. The usual visiting hours are between 09:00 hours and 21:00 hours, and any exceptions require prior written notification to the Management and their express approval. The Host User assumes responsibility for the conduct of his guests and for any damage they may cause, and may be liable for payment or restitution of damages, in addition to any penalties imposed at the discretion of the Management.

**Article 23. Users' Committee.**

The Users' Committee, made up of three (3) Users democratically elected every two (2) years, acts as a body representing the Users and mediates. Its main function is to dialogue with the management of the Complex in order to put forward suggestions, participate in the organisation of activities and collaborate in the peaceful resolution of conflicts between Users. Any User may submit complaints or proposals to the Users' Committee, which meets with the Management on a regular basis and in extraordinary sessions when urgency so requires.

**Article 24. Prohibition of Illegal Workers and Conflictual Persons.**

It is strictly forbidden to employ, house or conceal the presence of persons without proper work authorisation or legal documentation. Violation of this rule may lead to the immediate eviction of the offender and the corresponding administrative or criminal liabilities. Likewise, any User, guest or employee who engages in conflictive or violent conduct or conduct that seriously disturbs coexistence, security and/or health and safety, may be sanctioned with temporary expulsion or permanent eviction from the Complex, without prejudice to the corresponding legal actions. The Property and the Management are exempt from any responsibility derived from the breach of this clause by the User or the third party that depends on him/her, the latter being solely responsible for the legal, administrative, civil, criminal and any other type of consequences that may derive from said breach.

**TITLE III. RULES GOVERNING MISCONDUCT AND LIABILITY**

**Article 25. General Infringement Regime.**

Any breach of the provisions contained in these Regulations, of the contracts signed in relation to the Complex or of the instructions given officially or unofficially by the Ownership shall constitute a fault. The Management of the Complex, or

the person designated by it, shall record in writing the infringements committed and shall inform the Ownership, the person or persons jointly and severally responsible and, where appropriate, the Users' Committee, so that the necessary measures may be taken and the necessary hearings may be held. These infringements may result in administrative, civil or criminal penalties, in accordance with the regulations in force and with these Regulations.

#### A. Minor infringement

Without prejudice to the above, by way of example only, a **minor infringement** shall be understood to be any of the following actions:

- a) Inappropriate use of the facilities (together with their furnishings and fittings) of the Complex.
- b) Any act that slightly disturbs the good order and functioning of the Complex.

#### B. Serious infringement

Without prejudice to the foregoing, by way of example only, **serious infringement** shall be understood as any of the following actions:

- a) Accumulation of three minor offences.
- b) Receiving persons from outside the Complex, deliberately violating the security and access control systems of the Complex without notifying the Complex Management beforehand.
- c) Failure to comply with the duties of identification of persons, as well as with the rules governing the control and security system of the Complex.
- d) Intentional deterioration or improper use of the facilities (together with their furnishings and fittings) of the Complex.
- e) Disrespect towards the User, as well as towards workers and/or service personnel or the Management of the Complex.
- f) Serious disturbance of the good order and functioning of the Complex (especially during rest hours).
- g) Organising group activities without the authorisation of the Complex Management and/or in breach of the directives of the same (such as, by way of example, carrying them out outside the areas duly authorised for this purpose).
- h) Causing, directly or indirectly, any serious damage to the image and/or reputation of the Resort (whether on or off the Resort premises).

#### C. Very serious infringement

Without prejudice to the foregoing, by way of example only, any of the following actions shall be understood as a **very serious infringement**:

- a) Accumulation of three serious misconduct.
- b) Housing unauthorised persons in the accommodation area.
- c) Participation in acts of humiliation of others.
- d) Trafficking, possession or use of drugs, or alcohol abuse.
- e) Committing a serious offence with intent, deceit or breach of trust.
- f) Committing illegal activities or conduct defined as a criminal offence by the legislation in force.

In addition to those foreseen above, any action that affects the safety of the facilities or of the people staying, visiting or working in the Complex may be considered a very serious infringement.

#### Article 26. Types of Sanctions.

Sanctions shall be applied progressively or gradually and shall not have retroactive effect. Consequently, minor infringements will entail the imposition of a written warning. The commission of a serious infringement will imply the imposition of a new warning with a warning of partial and temporary deprivation of the use of certain elements or common services of the Complex. In the event of a very serious infringement, the Management of the Complex or the Owners may restrict the offender's right to use certain common areas or all of them for the period it deems appropriate,

without time limitation and without prejudice to the right of expulsion provided for in this Article 6. In all cases, the offender must assume the obligation to repair the damage caused.

Likewise, when the infringement causes financial damage or damage to the installations of the Complex, the Ownership or Management may demand compensation equivalent to the amount of the repair or the cost of replacement, the payment of which shall be assumed in full by the infringer and by those who are jointly and severally liable for him.

Irrespective of the above, in the event of an infringement considered very serious, even if it is the first, the Property reserves the right to expel the offender from the Complex, in addition to the obligation of the offender to compensate the damages caused. In addition, a User may definitively lose his/her status as such in the following cases:

- a) Commission of a very serious infringement.
- b) Delinquency and non-compliance with the payments established in the contract.
- c) Manifests inability to adapt to and comply with such rules.
- d) Have an acquired or previously undetected disease that poses a serious risk to the health of other Users.

#### **Article 27. Joint and several liability.**

The Owners shall be jointly and severally liable for the acts or omissions of their Beneficiaries or Accompanying Persons for the conduct of their employees or dependants. This liability implies that the Proprietor may claim both from the direct offender and from those who are liable for him/her, especially with regard to the cost of repairing damages or the assumption of financial penalties.

#### **Article 28. Hearing and Resolution Procedure.**

Prior to the imposition of any sanction, the Proprietor shall notify the alleged offender and, where appropriate, those jointly and severally liable, in writing, of the fault attributed, as well as the proposed corrective or sanctioning measure, granting them a period of three (3) days for the presentation of written allegations. This proposal shall also be communicated to the Users' Committee, which may issue its opinion on the matter within the same period. Once the hearing has been concluded, the Ownership shall issue a final decision, notifying the parties involved. Said resolution shall be binding, without prejudice to any legal remedies that the sanctioned party may file.

#### **Article 29. Financial Compensation and Modification of Amounts.**

Any infringement that causes damage or breakage to the facilities of the Complex will give rise to the obligation to restore the item to the state in which it was found or to pay for the repair. The Property may modify the amounts of the penalties or typify new reproachable conduct after prior notice to the Users' Committee and to all those affected. This modification may not be retroactive.

### **TITLE IV. TREATMENT OF SITUATIONS OF DEPENDENCY AND DEATH**

#### **Article 30. Situations of Dependency.**

If a User develops a situation of dependency or a factual situation that prevents him/her from being able to look after him/herself safely, the Ownership, after assessment by competent professionals, will issue a detailed report stating the User's situation of dependency, and the User will be obliged to leave the Complex. To this end, the relatives or legal representatives will be notified in advance of the User's factual situation, including the detailed report on the dependency situation, and the relatives and/or legal representatives will be granted a period of two (2) months to look for alternative housing.

In situations of emergency or imminent danger, the necessary measures shall be taken immediately to safeguard the safety of the User community.

The Property or the Management may request, when it deems appropriate and in the event of suspicions of potential situations of dependency, check-ups and assessments of the Users, the cost of said check-up being borne by the Property.

#### **Article 31. Rules in the Event of Death.**

In the event of the death of a User within the Complex, the Management may access the accommodation unit, always in the presence of a witness or trusted person, in order to remove perishable foodstuffs and prevent possible health risks.

The personal belongings and personal effects of the deceased will be guarded with due diligence, contacting family members or relatives as soon as possible in order to remove them within a maximum period of thirty (30) days. Under no circumstances shall third parties be allowed to occupy the unit or modify the locks without the express authorisation of the Management, which shall at all times ensure the security, order and general health and safety of the Complex.

## **TITLE V. SPECIAL PROVISIONS**

### **Article 32. Specific Prohibitions.**

Any User is prohibited from impersonating or usurping the identity of another person or organisation, a practice which may constitute a criminal offence under applicable law. It is also expressly forbidden to employ workers without the proper legal accreditation or to remain in the Complex without the immigration or contractual documentation required by law. Anyone who violates these prohibitions shall be liable for the legal consequences and for any damage caused to the Complex by their conduct.

### **Article 33. Revision of the Regulations.**

The Property reserves the right to update or amend these Regulations after non-binding consultation with the Users' Committee. To this end, written notice shall be issued to Users and, where appropriate, to the persons affected by the changes. Any modification shall comply with the applicable legal provisions and shall not be retroactive.

### **Article 34. Acceptance of the Rules.**

The occupation of an accommodation unit or premises within the Complex and the signing of the corresponding contract authorising the use of the same implies full acceptance of the rules established herein. Ignorance of the provisions contained in these Regulations shall not exempt from compliance with them or the possible imposition of penalties.

## **TITLE VI. EMERGENCY SITUATIONS**

In the event of an emergency that jeopardises the safety of facilities or people, the management may access any area to minimise possible human or material damage.

In emergency situations, the following means of communication will be available to Users:

- Centre's 24/7 phone number: [\(+34\) 966 619 010](tel:+34966619010) or e-mail: [reception@evocaliving.com](mailto:reception@evocaliving.com)
- In the event of a general emergency in Spain, the emergency services can be contacted through 112, the official emergency number of the State Security Forces and Corps.

## **FINAL DISPOSITION**

These Regulations shall enter into force on the date of their publication and shall remain in force until they are replaced by another document approved by the Management. Where not expressly provided for, the applicable civil, administrative or condominium laws shall apply. Any dispute arising from the interpretation or execution of these Regulations must be resolved in good faith, seeking the mediation of the Users' Committee, without prejudice to the right of the parties to resort to legal action in the event of failure to reach an amicable solution.

These Regulations were approved on 01 April 2025 by the Management of the Resort. The Management reserves the right to modify, update or supplement these Regulations whenever it deems necessary, with the aim of guaranteeing the correct functioning of the Complex and the well-being of its Users. Any modification will be duly communicated and will come into force on the date indicated in its publication.

In testimony of conformity, these Regulations are brought to the attention of all Users, who undertake to collaborate in their compliance in order to guarantee a peaceful and safe coexistence in the Complex.

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