



Document: Model Co-ownership Rules

Reference: Law 18-00 (amended by Law 106-12)

Source: Kassaba.ma

CO-OWNERSHIP RULES

Règlement de Copropriété

Building:

Address:

City: Land title no.:

Number of units: Number of floors:

Drawn up in accordance with Law 18-00 on the status of co-ownership of built properties,
as amended and completed by Law 106-12 (B.O. no. 6514 of 3 November 2016).

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TITLE I — GENERAL PROVISIONS

Article 1 — Purpose

These co-ownership rules define the rights and obligations of the co-owners of the building described below, in accordance with Law 18-00 on the status of co-ownership of built properties, as amended and completed by Law 106-12.

They bind all co-owners, their successors in title, and anyone occupying the building on any basis whatsoever.

Article 2 — Building identification

Name:

Address:

City: Province / Prefecture:

Land title no.: Land registry of:

Cadastral references:

Article 3 — Description of the building

The building has floors and units in total, broken down as follows:

- apartments
- commercial premises (if any)
- cellars / garages / parking spaces

The intended use of the building is:

Specify: residential, commercial, mixed, professional, etc.

Article 4 — Legal framework

These rules are drawn up pursuant to:

- Law 18-00 on the status of co-ownership of built properties;
- Law 106-12 amending and completing Law 18-00;
- The Dahir of 12 August 1913 forming the Code of Obligations and Contracts (D.O.C.);
- Décret no. 2.23.700 setting the accounting system for co-owner syndicates.

TITLE II — COMMON AND PRIVATE AREAS

Article 5 — Common areas

Unless these rules state otherwise, and in accordance with Article 4 of Law 18-00, the following are deemed common areas:

- The ground, the building's structural works, foundations and load-bearing walls;
- The roof and terraces, whether accessible or not;
- Entrance halls, corridors, stairs, landings and passages;
- Concierge lodges and technical rooms (bin room, meters, etc.);
- Technical ducts, pipes, rising and falling mains (water, gas, electricity, drainage);
- The elevator and its shaft (if any);
- Green spaces, gardens, play areas and shared parking;
- Fences, gates and shared security equipment;
- Any part of the building serving the use or benefit of all co-owners.



Article 6 — Private areas

Deemed private areas are the parts reserved for the exclusive use of a specific co-owner, notably:

- The interior of apartments or premises (non-load-bearing partitions, finishes, interior doors);
- Individually assigned cellars, garages and parking spaces;
- Balconies, loggias and terraces held for exclusive use;
- Internal water, electricity and gas installations from the private connection point.

A detailed description of each private unit, with its area and composition, is set out in Annex A of these rules.

Article 7 — Rights accessory to the private areas

Rights accessory to the private areas include the right to use the common areas needed to access the private unit and to use it normally (stairs, corridors, elevator). These rights are inseparable from ownership of the unit.

TITLE III — TANTIÈMES AND SHARES

Article 8 — Determining the tantièmes

Each unit's share in the common areas is expressed in tantièmes (or thousandths) and determined by area, location (floor, orientation, light) and the composition of each unit.

The table below summarizes the allocation of tantièmes. The detailed table is set out in Annex B.

UNIT NO.	DESCRIPTION	FLOOR	AREA (M²)	TANTIÈMES
.....				
.....				
.....				
.....				
.....				
Total				1,000

Complete the full table in Annex B. The total must be 1,000 (thousandths) or the chosen number of tantièmes.

Article 9 — Revising the tantièmes

Tantièmes may only be changed where the composition or area of one or more units changes, by a general-assembly decision taken at a three-quarters (3/4) majority of all co-owners' votes (Article 21 of Law 18-00).

TITLE IV — CHARGES AND ALLOCATION

Article 10 — General charges

General charges are those relating to the conservation, upkeep and administration of the common areas. They notably include:

- Cleaning and upkeep of the common areas;
- Lighting of the common areas (hall, stairs, parking);
- Security and concierge;
- Water for the common areas;
- Building insurance;
- Syndic management fees;
- Minor routine repairs.

General charges are allocated among the co-owners in proportion to their tantièmes, in accordance with Article 36 of Law 18-00.

Article 11 — Special charges

Special charges are those arising from collective services and shared equipment whose use is reserved to certain co-owners. They are allocated according to the objective usefulness of those services to each unit.

Examples: elevator charges (allocated by floor), collective heating (by heated area), pool or gym (by access).

Article 12 — Reserve fund

The general assembly may, at a three-quarters (3/4) majority of all co-owners' votes, decide to create a reserve fund financed by annual contributions (Article 37bis of Law 18-00). This fund is intended to meet unforeseen expenses or major works to conserve the building.

The annual contribution to the reserve fund is set by the general assembly. It may not be below % of the annual forecast budget.

A minimum of 5% of the annual budget is recommended for the reserve fund.

Article 13 — Charge calls and payment

Charges are called by the syndic at the frequency decided by the general assembly (monthly, quarterly or annual). Each co-owner must pay their share within days of the call date.

Where a payment is more than thirty (30) days late, the syndic may send a formal notice (mise en demeure) by registered mail with acknowledgment of receipt. Recovery costs are borne by the defaulting co-owner.

TITLE V — GENERAL ASSEMBLY

Article 14 — Ordinary general assembly

The ordinary general assembly meets at least once a year, within thirty (30) days after the close of the accounting year (Article 16ter of Law 18-00).

It has power to:

- Approve the past year's accounts;
- Vote the next year's forecast budget;
- Elect or renew the syndic and, where relevant, the conseil syndical;
- Decide routine maintenance works;
- Rule on any item on the agenda.

Article 15 — Extraordinary general assembly

An extraordinary general assembly may be convened at any time by the syndic, the conseil syndical, or at the request of at least a quarter (1/4) of the co-owners representing at least a quarter (1/4) of the votes.

Article 16 — Convocation

The convocation is sent to each co-owner at least fifteen (15) days before the date of the assembly, by registered mail with acknowledgment of receipt or by any other legal means of notification (Article 16quinquies of Law 18-00).

The convocation states:

- The date, time and place of the meeting;
- The detailed agenda;
- The documents needed for decisions (accounts, quotes, draft resolutions).

Article 17 — Quorum

The general assembly may only validly deliberate if half (1/2) of the co-owners, counted as people (present or represented), is reached (Article 18 of Law 18-00).

Failing quorum, a second assembly is convened within thirty (30) days. It deliberates validly regardless of the number of co-owners present or represented, but only on the items on the agenda of the first convocation.



Article 18 — Voting majorities

Decisions of the general assembly are taken at three levels of majority:

- **Simple majority** (Article 20): majority of the votes of the co-owners present or represented. For routine management decisions.
- **Three-quarters (3/4) majority** (Article 21): majority of the votes of all co-owners. For amendments to the rules, major works, election of the syndic, revising the tantièmes, and improvement works.
- **Unanimity** (Article 22): agreement of all co-owners. For structural changes: new construction, sale of common areas, vertical extension, change of the building's intended use.

Article 19 — Proxies

Any co-owner may be represented by a proxy holder with written authority. A proxy holder may not represent more than three (3) co-owners, and the combined tantièmes of the principals may not exceed ten percent (10%) of the co-ownership's total tantièmes (Article 16decies of Law 18-00).

Article 20 — Minutes

The deliberations of the general assembly are recorded in minutes (procès-verbal) signed by the chair of the session and the secretary. The minutes state the resolutions voted, the voting results and any reservations. A copy is sent to each co-owner within eight (8) days.

TITLE VI — THE SYNDIC

Article 21 — Election of the syndic

The syndic is elected by the general assembly at a three-quarters (3/4) majority of all co-owners' votes (Article 19 of Law 18-00).

The syndic may be a natural or legal person. They may be chosen from among the co-owners or from outside the co-ownership (a professional syndic).

Article 22 — Term of the mandate

The syndic's mandate is two (2) years, renewable by a general-assembly decision under the same majority conditions as the election (Article 19 of Law 18-00).

Article 23 — Duties of the syndic

The syndic is responsible for:

- Ensuring the application of the co-ownership rules and the assembly's decisions;
- Administering the building and seeing to its conservation and upkeep;
- Setting up and keeping the syndicate's accounts, in accordance with Décret no. 2.23.700;
- Opening a separate bank account in the co-owner syndicate's name;
- Convening the general assembly and acting as its secretary;
- Representing the syndicate in court and in civil acts;
- Building and updating the list of co-owners;
- Keeping the syndicate's archives for at least five (5) years;
- Preparing the forecast budget and presenting the annual accounts;
- Recovering unpaid charges, issuing a receipt to each co-owner (Article 26 of Law 18-00);
- Keeping accounts showing each co-owner's position on charges called and sums paid.

Article 24 — Compensation of the syndic

The syndic's compensation (where applicable) is set by the general assembly. Absent compensation, a volunteer syndic is entitled to reimbursement of their duly justified expenses.



Article 25 — Removal and resignation of the syndic

The syndic may be removed by the general assembly at a three-quarters (3/4) majority of all co-owners' votes, for legitimate cause.

The syndic may resign at any time. On resignation, a general assembly must be convened within thirty (30) days to elect a successor. In the meantime, duties are carried out by the deputy syndic if one exists (Article 26ter of Law 18-00).

The outgoing syndic must hand over all the co-ownership's documents, archives and funds to the new syndic within fifteen (15) days of the latter's election (Article 28 of Law 18-00).

Article 26 — Conseil syndical

For a property complex made up of several buildings, a conseil syndical is set up to assist the syndic and oversee its management (Article 29 of Law 18-00). It is made up of to members elected by the general assembly from among the co-owners.

The conseil syndical issues opinions, reviews the accounts, and may request that an extraordinary general assembly be convened.

The conseil syndical is provided by Article 29 of Law 18-00 for multi-building property complexes. It does not apply to co-ownerships made up of a single building.

TITLE VII — USE AND ENJOYMENT RULES

Article 27 — Use of the private areas

Each co-owner freely uses and enjoys their private areas, provided they harm neither the rights of the other co-owners nor the building's intended use.

The building's intended use is: Any activity contrary to that use is prohibited in the private areas.

Article 28 — Use of the common areas

The common areas serve the use of all co-owners. No one may monopolize them, obstruct them, store objects in them, or change their use without the general assembly's agreement.

Article 29 — Works in the private areas

Works affecting the common areas or the building's exterior (piercing load-bearing walls, façade changes, installing visible air-conditioning, etc.) require the prior authorization of the general assembly.

Works not affecting the common areas or the building's structure are free, but the co-owner must inform the syndic.

Article 30 — Nuisances and neighbourhood disturbances

Causing nuisances beyond the normal inconveniences of neighbourhood is prohibited. The following are notably prohibited:

- Excessive noise, in particular between h and h;
- Dumping waste or bulky items in the common areas;
- Using the common areas for storage or commercial activity;
- Any conduct harming the peace, safety or cleanliness of the building.

Article 31 — Pets

Keeping pets in the private areas is -

Specify: allowed / allowed under conditions / prohibited. If allowed under conditions, state the rules (leashed in the common areas, not allowed in elevators, etc.).

TITLE VIII — AMENDING THE RULES

Article 32 — Amendment procedure

Any proposed amendment to these rules must be placed on the agenda of the general assembly. The text of the draft amendment must be attached to the convocation sent to each co-owner.

Article 33 — Required majorities

Amendments to these rules are adopted at the following majorities:

- **Ordinary amendments** (use rules, allocation of charges, internal rules, major works): three-quarters (3/4) majority of all co-owners' votes (Article 21);
- **Structural amendments** (new construction, sale of common areas, vertical extension, change of use): unanimity of all co-owners (Article 22).

Article 34 — Registration

Any adopted amendment must be registered at the land registry to be enforceable against third parties. The syndic is responsible for completing the registration formalities within _____ days of the general assembly's decision.

TITLE IX — DISPUTES AND CONFLICT RESOLUTION

Article 35 — Attempt at amicable resolution

Any dispute between co-owners, or between a co-owner and the syndicate, must be the subject of an attempt at amicable resolution before any legal action. The syndic or the conseil syndical may act as mediator.

Article 36 — Mediation

If amicable resolution fails, the parties may use conventional mediation in accordance with Law 08-05 on arbitration and conventional mediation. Mediation costs are shared between the parties, unless the mediator decides otherwise.

Article 37 — Competent court

Failing amicable resolution or mediation, the court of first instance of _____ has sole jurisdiction over co-ownership disputes.

Article 38 — Prescription

Personal actions relating to the co-ownership are time-barred after five (5) years from the day the right-holder knew or should have known the facts allowing them to bring the action (Article 43 of Law 18-00).

TITLE X — ANNEXES

Article 39 — List of annexes

The following annexes form an integral part of these rules:

- **Annex A:** Detailed description of each private unit (number, floor, area, composition);
- **Annex B:** Detailed tantième table per unit;
- **Annex C:** Building plans (site plan, floor plans);
- **Annex D:** Internal rules;
- **Annex E:** Descriptive statement of division.

Attach the completed annexes at the time of registration at the land registry.



Article 40 — Final provisions

These rules take effect on their registration at the land registry. They are enforceable against any co-owner, buyer, tenant or occupant on any basis whatsoever.

Anything not covered by these rules is governed by Law 18-00 and, secondarily, by the Dahir of 12 August 1913 forming the Code of Obligations and Contracts.

Done at _____ , on _____
In _____ original copies.

THE SYNDIC

Name, first name and signature

THE CHAIR OF THE CONSEIL SYNDICAL

Name, first name and signature

