

LAW ON CONDOMINIUM PROPERTY OF REAL ESTATE FOR THE STATE OF GUANAJUATO

Unofficial English Translation

Based on the Spanish text published in the Official Gazette of the State of Guanajuato,
including reforms reflected through November 30, 2022.

*REFERENCE ONLY. This translation is not certified, is not legal advice, and does not replace or
supersede the official Spanish text. In the event of any discrepancy, the official Spanish text controls.*

Law published in the Second Part of the Official Gazette of the State of Guanajuato, Tuesday,
September 11, 2012.

HÉCTOR GERMÁN RENÉ LÓPEZ SANTILLANA, CONSTITUTIONAL GOVERNOR OF THE FREE AND
SOVEREIGN STATE OF GUANAJUATO, TO THE INHABITANTS THEREOF, LET IT BE KNOWN:
THAT THE HONORABLE CONSTITUTIONAL CONGRESS OF THE FREE AND SOVEREIGN STATE OF
GUANAJUATO HAS SEEN FIT TO ADDRESS TO ME THE FOLLOWING:

DECREE NUMBER 271

THE SIXTY-FIRST CONSTITUTIONAL LEGISLATURE OF THE FREE AND SOVEREIGN STATE OF
GUANAJUATO HEREBY DECREES:

SOLE ARTICLE. The Law on Condominium Property of Real Estate for the State of Guanajuato is
hereby enacted, to read as follows:

LAW ON CONDOMINIUM PROPERTY OF REAL ESTATE FOR THE STATE OF GUANAJUATO

CHAPTER I - Preliminary Provisions

Nature and Purpose of the Law

Article 1. The provisions of this Law are of public order and social interest and have the purpose of
regulating the establishment, modification, forms, administration and termination of the
condominium property regime.

Glossary

Article 2. For purposes of this Law, the following shall be understood as:

- I. Condominium administrator: the condominium owner of a privately owned unit who is
designated as administrator by the General Assembly;
- II. Professional administrator: the natural or legal person with knowledge in condominium
administration who provides independent professional services by agreement of the General

Assembly. In performing such functions, this administrator shall exercise the powers corresponding to the condominium administrator;

- III.** Common-use areas and property: those belonging pro indiviso to the condominium owners and whose use is regulated by this Law, the deed establishing the regime and the internal regulations;
- IV.** General Assembly: the highest governing body of the condominium, composed of all condominium owners, where matters pertaining to the condominium property regime are discussed. Its resolutions are mandatory;
- V.** Surveillance Committee: the control and oversight body composed of condominium owners elected by the General Assembly, whose function is to monitor, review, supervise, evaluate and issue opinions on the performance of the administrator's duties, as well as execution of the agreements and decisions approved by the General Assembly regarding common matters of the condominium;
- VI.** Committees: groups composed of condominium owners or occupants of privately owned units that are organized to carry out activities concerning certain complementary environmental, civil-protection and condominium-culture-promotion services for the benefit of the community;
- VII.** Condominium: the set of buildings, apartments, floors, dwellings, houses, commercial premises, industrial bays within a building, lots of land, as well as delimited plots in which urban infrastructure services exist, constructed horizontally or in mixed form, susceptible to independent use because they have their own exit to a common element thereof or to a public roadway, and which belong to different owners who hold an individual and exclusive ownership right over a privately owned unit and, in addition, a co-ownership right over the common elements and parts of the property necessary for its proper use and enjoyment;
- VIII.** Condominium owner: the natural or legal person who owns one or more privately owned units;
- IX.** Condominium complex: any grouping of two or more condominiums constructed on a single property, provided that each condominium retains exclusive-use areas for itself and, in turn, there are common-use areas and property for all condominiums comprising the complex in question;
- X.** Board of Administrators: the coordinating body of the condominium complex, composed of the administrators, in which matters of general interest are discussed and decided;
- XI.** Extraordinary assessment: the monetary amount agreed upon by the General Assembly to cover expenses or contingencies other than ordinary expenses;
- XII.** Ordinary assessment: the monetary amount agreed upon by the General Assembly to cover administration, maintenance, reserve, operation expenses and non-individualized common-use services;
- XIII.** Undivided interest: the condominium owners' right over the common property, proportional to the value represented by their privately owned unit or fraction thereof in relation to the total initial value of the property, expressed as a percentage;

- XIV. Delinquent:** the condominium owner or occupant who has failed to fulfill the obligation to pay two ordinary assessments or one extraordinary assessment within the period established by the General Assembly, or who has failed to comply with a final court judgment issued against him or her regarding payment of damages in favor of the condominium;
- XV. Occupant:** the person who has the use, enjoyment and benefit of a privately owned unit and who is not a condominium owner;
- XVI. Internal regulations:** the normative instrument establishing the bases for harmonious coexistence within the condominium and supplementing and specifying the provisions of this Law and of the deed establishing the regime, in accordance with the characteristics of each condominium; and
- XVII. Privately owned unit:** the building, apartment, floor, dwelling, house, commercial premises, industrial bay within a building, lot of land or delimited plot, and attached elements corresponding thereto, such as parking spaces, servant's quarters, storage cages, clotheslines, laundry areas and any other element that is not a common-use area or property over which the condominium owner has an exclusive ownership and use right, provided that it is established as such in the deed establishing the regime and in the individual deed.

Application of Condominium Provisions to the Condominium Complex

Article 3. The provisions of this Law relating to the condominium shall, as applicable, apply to the condominium complex, together with the specific provisions established for the latter by this same legal order.

CHAPTER II - Establishment, Forms, Modification and Termination of the Condominium Property Regime

Establishment and Registration

Article 4. The establishment of the condominium property regime is the formal legal act by which the owner or owners of a property, before a notary public, declare their intention to establish this form of ownership for its better use, and in which two or more persons holding a private ownership right use and share common-use areas and property, assuming conditions that enable their needs to be satisfied in accordance with the use of the property, without prejudice to their privately owned unit.

The condominium property regime shall be established regardless of the number of floors in the buildings or houses, or the number of houses or lots of land located within it.

The condominium complex may be established regardless of the number of buildings, floors of each building or construction, number of houses, apartments, floors, commercial premises, industrial bays, delimited lots of land, or lots of land comprising each of the condominiums that make up the complex, and regardless of the type of condominiums integrated therein.

Once the condominium property regime has been established, it shall be registered in the Public Registry of Property.

Origin

Article 5. The condominium property regime shall originate:

- I.** When a building is constructed in order to transfer to different persons the different apartments, floors, dwellings, houses or commercial premises of which it consists;
- II.** When the owner or owners of a building divide it into premises susceptible to independent use in order to transfer them to different persons;
- III.** When the owner of a parcel of land proposes to construct thereon a building divided into apartments, floors, dwellings, houses or commercial premises;
- IV.** When the various co-owners of a building decide to divide it into parts susceptible to independent use, awarding them separately and thereby terminating the co-ownership;
- V.** By testament in which the testator establishes the regime or sets the bases for establishing it;
- VI.** When the owner or owners of a parcel of land decide to establish it as a horizontal condominium, whether with dwellings, houses or lots of land;
- VII.** When two or more owners hold in common parcels of land, green areas, sports or educational areas, rights-of-way or common roadways, parks and services, and decide to administer them as a condominium; and
- VIII.** In all other cases provided by law.

Forms

Article 6. Condominiums, according to their structural and use characteristics, may adopt the following forms:

I. According to their structure:

- a)** Vertical condominium. Established in a building constructed on several levels on common land, with privately owned units and co-ownership rights;
- b)** Horizontal condominium. Established on properties with horizontal construction where the condominium owner has the exclusive right of use of part of a parcel of land and is the owner of the building located thereon, whether or not sharing its structure and party walls, and holds a co-ownership right for the use and enjoyment of the areas of land, constructions and facilities intended for common use; and
- c)** Mixed condominium. One formed by vertical and horizontal condominiums; and

II. According to their use:

- a)** Residential. Those properties in which the privately owned unit is intended for housing;
- b)** Commercial or services. Those properties in which the privately owned unit is intended for commercial activity or the owner's own service activity;
- c)** Tourism, recreational-sports. Those which, in addition to housing, are intended to promote recreational activities and whose use shall be predominantly for the use and destination of the land for the development of tourism and recreational-sports activities, and which must be located within the urban area or future-growth areas intended for such use;
- d)** Industrial. Those in which the privately owned unit is intended for activities permitted for that sector;

- e) Agricultural/livestock. Those intended for agricultural and livestock activities and located outside the growth areas identified by territorial-planning plans; and
- f) Mixed compatible uses. Those in which the privately owned unit is intended for two or more of the uses indicated in the preceding subsections.

Contents of the Deed Establishing the Regime

Article 7. The public deed establishing the condominium property regime shall include:

- I.** The location, dimensions and boundaries of the land, as well as a general description of the property;
- II.** The title of ownership and the records of authorizations and permits issued by the authorities. In the case of buildings only planned or not yet completed, it shall be sufficient for the deed to state the approval by the competent authorities of the building plans and projects. The provisions of this subsection shall be observed in cases of modification of the deed establishing the regime when such modification implies alteration in the distribution of the building;
- III.** The description of each privately owned unit, number, location, adjoining boundaries, dimensions, exclusive-use parking areas and spaces, if any, that comprise it, plus the corresponding undivided-interest percentage;
- IV.** The establishment of areas, facilities or adaptations to facilitate use of the property by persons with disabilities;
- V.** The total initial value of the property;
- VI.** The nominal value assigned to each privately owned unit and its undivided-interest percentage in relation to the total initial value of the property;
- VII.** The general use and characteristics of each privately owned unit, in accordance with Article 6 of this Law;
- VIII.** The description of the common-use areas and property, their purpose, with specifications and details and, where applicable, their location, dimensions, component parts, characteristics and other data for their identification;
- IX.** A provision that, in contracts transferring ownership of privately owned units entered into after establishment of the regime, the acquirers shall be required, in the event of conflict with other condominium owners or occupants, and between them and the administrator or the Surveillance Committee, to resort to mediation and conciliation before the State Center for Alternative Justice;
- X.** The cases and conditions under which the deed establishing the regime and the internal regulations may be modified;
- XI.** The internal regulations, which shall conform to the provisions of this Law and other applicable legal provisions. The notary public is responsible for verifying compliance with this subsection;
- XII.** A record that the following are attached to the appendix of the notarial protocol, as well as to the certified copy of the deed establishing the regime:
 - a)** General plan of the condominium;

- b)** Specific plans corresponding to each floor, specifying apartments, floors, dwellings, houses, commercial premises, industrial bays within a building, lots of land or delimited privately owned plots, as well as the common-property areas;
- c)** Sanitary plan;
- d)** Plans of the electrical, hydraulic and gas installations, and those related to the service and operation of the condominium;
- e)** Structural plans.

All of the foregoing plans must be approved by the competent authorities; and

XIII. Where applicable, specification of the number of condominiums comprising the condominium complex, determining the general characteristics, exclusive areas and common areas of each condominium, as well as the exclusive-use areas of each condominium, and the access routes or roadways and other areas common to the complex.

Registration of Contracts Transferring Ownership

Article 8. Contracts transferring ownership and all other acts affecting ownership of properties subject to the condominium property regime, in addition to complying with the requirements and conditions of this Law, shall be registered in the Public Registry of Property.

Modification

Article 9. Any modification to the deed establishing the regime and to the internal regulations shall be approved at an Extraordinary General Assembly by a special majority of at least seventy-five percent of the votes of all condominium owners. The modification shall be set forth in a public deed and registered in the Public Registry of Property.

If the modification entails a change to what was authorized by the municipal authority at the time the regime was established, a new authorization from that authority shall be required.

Subsidiary Obligation of the Notary Public

Article 10. In every contract for acquisition of rights over a privately owned unit, the notary public shall attach to the certified copy of each deed a certified copy of the internal regulations and, where applicable, of the certificate of no indebtedness. If the notary public fails to comply with this obligation, the notary may be joined as a subsidiary obligor in all cases in which compliance with any obligation arising from condominium-owner status is demanded.

Voluntary Termination

Article 11. Voluntary termination of the condominium property regime, when appropriate, shall be approved at an Extraordinary General Assembly by a special majority of at least seventy-five percent of the votes of all condominium owners. The termination shall be set forth in a public deed and registered in the Public Registry of Property.

If the purpose of voluntary termination of the regime is to change the land use under which it was authorized by the municipal authority, a new authorization from that authority shall be required.

CHAPTER III - Rights, Obligations and Prohibitions of the Condominium Owner and the Occupant

Private Property and Elements of Co-Ownership

Article 12. Each condominium owner shall be the exclusive owner of his or her building, apartment, floor, dwelling, house, commercial premises, industrial bay within a building, lot of land or delimited plot; in addition, he or she shall be co-owner of the elements necessary or convenient for the existence, structural integrity, safety, convenience of access, recreation, ornamentation or any similar purpose within the building or condominium, including:

- I. The land, except in the case of a horizontal condominium as to the portion corresponding to the privately owned condominium unit, basements, porticos, entrance doors, vestibules, galleries, corridors, stairways, patios, gardens, paths, interior roadways, and spaces indicated by construction permits for vehicle parking, provided they are of common use;
- II. Premises intended for administration, gatehouse and lodging of the gatekeeper and security personnel;
- III. Premises intended for general installations and common services;
- IV. Works, installations, apparatus and other objects serving common use or enjoyment, such as pits, wells, cisterns, tanks, elevators, hoists, incinerators, stoves, ovens, pumps and motors; sewers, channels, water-distribution conduits, drainage, heating, electricity and gas; security, sports, recreational, ornamental and reception or social-gathering premises and works, loading areas in general, and other similar areas, except those exclusively serving each apartment, dwelling, house, commercial premises or area;
- V. Foundations, structures, load-bearing walls, roofs and rooftops of general use; and
- VI. Any other portions of the property, premises, works, apparatus or installations determined by the Extraordinary General Assembly, or established as such in the deed establishing the regime or in the internal regulations.

The condominium owners shall monitor and require the administrator, through the Surveillance Committee or the General Assembly, to keep a complete and updated inventory of all furniture, apparatus and installations described above, as well as those subsequently acquired or disposed of, according to the condominium form and under the terms established by the internal regulations.

Co-Ownership Right

Article 13. The co-ownership right of each condominium owner over the common-use areas and property shall be proportional to the undivided interest of his or her privately owned unit, as established in the deed establishing the regime.

Limitations and Prohibitions on the Privately Owned Unit

Article 14. The condominium owner may use, enjoy and dispose of his or her privately owned unit subject to the limitations and prohibitions of this Law and to those established in the deed establishing the regime and in the internal regulations.

When the limitations and prohibitions derive from an agreement of the General Assembly, such agreement shall give rise to modification of the deed establishing the regime and of the internal regulations, under the terms established by this Law.

The rights of each condominium owner over common property are inseparable from the private property whose use or enjoyment they permit or facilitate, and therefore may be transferred, encumbered or attached only together with the privately owned unit.

Restriction on the Right to Use Common Areas and Property

Article 15. Each condominium owner, occupant and, in general, all condominium occupants may use all common-use areas and property, including green areas, and enjoy the general services and installations according to their nature and purpose, without restricting or making more burdensome the rights of others.

Rights of Condominium Owners

Article 16. The rights of condominium owners are:

- I.** To have the other condominium owners respect their privately owned unit;
- II.** To participate with voice and vote in the General Assembly, in accordance with this Law;
- III.** To use and enjoy, under equal circumstances and in an orderly manner, the condominium's common-use areas and property, without restricting the rights of others;
- IV.** To form part of the condominium administration as condominium administrator and, where applicable, with the same remuneration and responsibility as the professional administrator, except for provision of a bond;
- V.** To obtain from the administrator every two months, in writing, information regarding the condition of the administration and maintenance funds and the reserve fund, under the terms of Article 39(VII) of this Law;
- VI.** To appear before the State Center for Alternative Justice to request its intervention for violations of this Law, the deed establishing the regime, the internal regulations, agreements of the General Assembly, or acts of condominium owners, occupants or authorities within the condominium;
- VII.** To report to the authorities acts potentially constituting an offense or violations of this Law to the detriment of the condominium;
- VIII.** To perform the necessary works and repairs within their privately owned unit; and
- IX.** Any other rights established by this Law, the deed establishing the regime and the internal regulations.

Rights of Occupants

Article 17. The rights of occupants are:

- I.** To have the condominium owners respect the privately owned unit they lawfully occupy;
- II.** To participate with voice in the General Assembly, in accordance with this Law;
- III.** To participate with voice and vote in the General Assembly whenever so stipulated in the contract by which use and enjoyment of the privately owned unit was transferred, in the following cases:
 - a)** When matters affecting enjoyment of the common-use areas and property in their capacity as occupants are addressed; and

- b)** When the amounts of assessments are to be determined or the decision affects their right to use and enjoy the privately owned unit;
- IV.** To use and enjoy, under equal circumstances and in an orderly manner, the condominium's common-use areas and property, without restricting the rights of others;
- V.** To obtain from the administrator every two months, in writing, information regarding the condition of the administration and maintenance funds and the reserve fund, under the terms of Article 39(VII) of this Law;
- VI.** To appear before the State Center for Alternative Justice to request its intervention for violations of this Law, the deed establishing the regime, the internal regulations, agreements of the General Assembly, or acts of condominium owners, occupants or authorities within the condominium; and
- VII.** Any other rights established by this Law.

Right of First Refusal

Article 18. If a privately owned unit is offered for sale, the other condominium owners shall not enjoy a right of first refusal.

Obligations of Condominium Owners and Occupants

Article 19. The obligations of condominium owners and occupants are:

- I.** To respect the prohibitions established in Article 20 of this Law;
- II.** To comply with decisions adopted by the General Assembly;
- III.** To respect the rights of other condominium owners or occupants; and
- IV.** In the event of conflict with other condominium owners or occupants, with the administrator or with the Surveillance Committee, to resort to mediation and conciliation before the State Center for Alternative Justice, in accordance with the provisions of the contract transferring ownership or the use and enjoyment of the privately owned unit.

In the event of serious and repeated breach of obligations, or where the safety and tranquility of condominium owners and occupants are jeopardized, the administrator, by resolution adopted at an Extraordinary General Assembly by a special majority of at least seventy-five percent of the votes of all condominium owners, may bring a judicial action against the condominium owner for sale at public auction of his or her privately owned unit or, as applicable, against the occupant for vacating the same.

(ADDED, OFFICIAL GAZETTE, AUGUST 1, 2019)

Obligations Regarding Water Charges

Article 19 Bis. Condominium owners or occupants shall pay the water charge based on meter readings from the measuring device installed for that purpose and shall also cover, through ordinary assessments, the contributions proportionally corresponding to them for water consumption used for common service.

All owners are jointly and severally liable for this latter payment.

Until individual measuring devices are installed, the charge shall be paid in accordance with agreements adopted by the General Assembly.

Prohibitions

Article 20. The following is prohibited for condominium owners, occupants and, in general, every person and inhabitant of the condominium:

- I.** To use the privately owned unit for purposes other than those established in the deed establishing the regime;
- II.** To perform acts that affect the tranquility of other condominium owners or occupants, compromise the stability, safety, healthfulness and comfort of the condominium, or engage in omissions producing the same results;
- III.** To perform any act outside or inside the privately owned unit that prevents or renders ineffective operation of the common services and general installations, obstructs or makes difficult use of the common-use areas and property, including green areas, or endangers the safety or tranquility of condominium owners or occupants, as well as acts affecting the structure, load-bearing walls or other essential elements of the building or that may prejudice its stability, safety, healthfulness or comfort;
- IV.** To carry out works and repairs at night in residential-use condominiums, except in cases of force majeure.

For commercial or service, tourism, recreational-sports, industrial, agricultural/livestock or compatible mixed-use condominiums, the General Assembly shall establish the hours that best suit the destination of the condominium;

- V.** To decorate, paint or carry out works modifying the facade or exterior walls, in a manner inconsistent with the condominium or contrary to what has been established and approved by the General Assembly;
- VI.** To fell, transplant, prune, cut down or cause the death of one or more trees, as well as change the use or nature of green areas established in the deed establishing the regime;
- VII.** To delimit, with any type of material, or paint signs of exclusivity, such as roofing or constructions indicating exclusivity in a common-use parking area or in any other common-purpose area of the condominium, except green areas, which may be delimited for their protection and conservation preferably with trees or shrub vegetation, as agreed by the General Assembly or those designated by it, except areas intended for persons with disabilities;
- VIII.** To use parking spaces and common-use areas for purposes other than those intended;
- IX.** To keep animals whose number, size or nature affects the safety, healthfulness or comfort conditions of the condominium or the condominium owners. The General Assembly shall determine which animals may be kept, and the Surveillance Committee shall be responsible for ensuring compliance with that determination. In all cases, condominium owners or occupants shall be absolutely responsible for the actions of animals they introduce into the condominium; and
- X.** To occupy a parking space other than the one assigned.

Any person violating these provisions shall be responsible for payment of expenses incurred to repair the installations or restore the services involved and shall be required to leave things in the condition in which they were found; he or she shall also be liable for resulting damages, without

prejudice to any civil or criminal liabilities and the administrative sanctions applicable under this Law.

Prohibitions on Ground-Floor or Top-Floor Owners

Article 21. Owners of a privately owned unit located on the ground floor or top floor shall have no greater right than other condominium owners and therefore may not excavate or carry out other works in the subsoil, raise new floors or construct on the rooftop. Unless otherwise provided by the deed establishing the regime or the internal regulations, no condominium owner may occupy vestibules, gardens, patios or other special ground-floor places, nor basements or subsoil, nor occupy the rooftop or roof.

Permission for Works and Repairs

Article 22. Condominium owners shall permit performance of general works or repairs in the condominium, even within their property.

CHAPTER IV - Administration

SECTION ONE - General Assembly

Types of Assemblies

Article 23. General Assemblies shall be:

- I. Ordinary. Those held at least every six months for the purpose of reporting the condition of condominium administration and addressing matters concerning the same; and
- II. Extraordinary. Those held to decide:
 - a) Matters of an urgent nature;
 - b) Performance of new works; and
 - c) Matters specifically indicated in this Law.

Provisions

Article 24. General Assemblies shall be governed by the following provisions:

- I. They shall be held on the condominium premises. When this is not possible, at an appropriate place for such purpose within the same municipality where the condominium is located, selected by the administrator with the opinion of the Surveillance Committee;

(PARAGRAPH ADDED, OFFICIAL GAZETTE, NOVEMBER 23, 2021)

They may be held remotely through technological tools in the event of an emergency declared by the respective authority that prevents or makes inconvenient the presence of condominium owners at the location designated for such purpose, subject to the formalities established by this Law and the corresponding regulations;

- II. They shall validly meet with the attendance of at least seventy-five percent of all condominium owners on first call; with more than fifty percent on second call; or with those attending on third call, except for special cases indicated in this Law;
- III. Where only one condominium owner represents more than fifty percent of the total initial value of the property and the remaining condominium owners do not attend the General

Assembly, after notice in accordance with this Law, the Assembly may be held under the terms of the preceding subsection;

- IV. They shall be presided over by the condominium owner designated by the General Assembly. The administrator shall act as secretary of minutes and, in the administrator's absence, the person designated by the internal regulations. In the absence of an express provision, the General Assembly shall designate such person. It shall also designate tellers;
- V. Condominium owners may be represented at the General Assembly by agents with a power-of-attorney letter granted before two witnesses, but in no case may one person represent more than fifty percent of the condominium owners. The administrator may not represent any condominium owner at the General Assembly;
- VI. The occupant shall attend only as representative of the condominium owner when expressly stipulated in the contract transferring use and enjoyment of the privately owned unit;
- VII. Condominium owners or their representatives shall sign the attendance list attached to the General Assembly minute book in order to be counted as part of the quorum;
- VIII. Voting shall be personal and direct. For such purpose, each condominium owner shall have a number of votes equal to the undivided-interest percentage represented by his or her privately owned unit in the total initial value of the condominium established in the deed establishing the regime, except as provided in Chapter VIII of this Law.

When a single condominium owner represents more than fifty percent of the total initial value of the property, adoption of a resolution shall additionally require that the resolution be approved by a majority of the votes of the condominium owners, in which case votes shall be counted per person;

- IX. Resolutions of the General Assembly shall be approved by simple majority, except where this Law, the deed establishing the regime or the internal regulations establish a special majority;

(PARAGRAPH AMENDED, OFFICIAL GAZETTE, NOVEMBER 23, 2021)

- X. The secretary of the General Assembly shall prepare the minutes of the session, stating the place, date, starting and ending time, indication of remote modality if applicable, agenda, proceedings, agreements approved with the result of the vote on each agenda item, and signatures of the president and secretary, members of the Surveillance Committee who attended, and condominium owners who so request. The minutes shall be included in the General Assembly minute book.

When a General Assembly has been legally called and, because of an extraordinary circumstance, the General Assembly minute book is unavailable, the minutes may be prepared on separate sheets, stating therein that circumstance; and

- XI. The secretary shall always keep the General Assembly minute book available for inspection by attendees and shall notify each condominium owner or occupant in writing within seven business days of the resolutions adopted by the General Assembly.

Notarization of Minutes

Article 25. Minutes of the General Assembly may be notarized by agreement of that body or when, because of their content, the law requires them to be set forth in a public deed.

Approval of Resolutions

Article 26. Resolutions of the General Assembly shall be approved by:

- I.** Simple majority: more than half of the votes in the same direction of all condominium owners present; and
- II.** Special majority: the number of votes in the same direction specifically required by this Law, the deed establishing the regime or the internal regulations, in relation to all condominium owners. When the result of the calculation is not a whole number, the next higher whole number shall be taken into consideration.

Powers

Article 27. The General Assembly shall have the following powers:

- I.** To agree to modification of the deed establishing the regime;
- II.** To approve or modify the internal regulations;
- III.** To approve voluntary termination of the regime;
- IV.** To freely designate, ratify and remove the condominium administrator or professional administrator, as applicable, under the terms of this Law, the deed establishing the regime and the internal regulations;
- V.** To approve hiring of the professional administrator and establish his or her remuneration;
- VI.** To specify the obligations and powers of the administrator and the Surveillance Committee vis-à-vis third parties and those necessary with respect to condominium owners or occupants, as well as the tasks entrusted to committees, in accordance with the deed establishing the regime and the internal regulations;
- VII.** To establish the assessments payable by condominium owners or occupants, determining the collection system or scheme considered most suitable and efficient according to the characteristics of the condominium;
- VIII.** To designate and remove the Surveillance Committee and the committees referred to in Article 72 of this Law;
- IX.** To decide the amount of the bond to be furnished by the professional administrator with respect to faithful performance of his or her duties and careful handling of funds;
- X.** To examine and, where appropriate, approve account statements submitted by the administrator for consideration, as well as the annual activity report submitted by the Surveillance Committee;
- XI.** To discuss and, where appropriate, approve the expenditure budget for the following year;
- XII.** To instruct the Surveillance Committee or whomever is designated to proceed before competent authorities in accordance with procedures established in this Law when the administrator or administrators violate provisions of this Law, the deed establishing the regime, the internal regulations or any applicable legal provision;
- XIII.** To adopt appropriate measures regarding matters of common interest not included within the functions assigned to the administrator;

- XIV.** To resolve conflicts raised by condominium owners, occupants, administrators or members of the Surveillance Committee arising from exercise of rights or breach of obligations derived from this Law;
- XV.** To decide individual agreements between condominium owners regarding their respective privately owned units;
- XVI.** To resolve conflicts that could not be resolved through mediation and conciliation provided by the State Center for Alternative Justice;
- XVII.** To agree on suspension or restriction of common electric-energy, gas and other services for failure to pay assessments owed by condominium owners or occupants, provided such services are covered by those ordinary assessments, and to establish conditions for lifting the suspension or restriction. Potable-water service may not be suspended under any circumstances; it may only be restricted;
- XVIII.** To establish means and measures for condominium security and surveillance, as well as the manner in which condominium owners or occupants shall participate in such activity with possible support from the authority;
- XIX.** At an Extraordinary General Assembly, to agree to limitation of the rights of a condominium owner or occupant who engages in conduct that makes harmonious coexistence with other condominium owners or occupants impossible, such as verbal or physical aggression or commission of acts susceptible of being considered criminal offenses within condominium areas and other acts of similar nature, and to determine the manner in which such limited rights shall be addressed;
- XX.** To grant benefits to condominium owners or occupants in relation to compliance with their obligations;
- XXI.** To review and, where appropriate, approve the account statement relating to specific projects to be developed in the condominium with internal or external resources and submitted by the committees mentioned in Article 72 of this Law;
- XXII.** At an Extraordinary General Assembly, by special majority, with the vote of at least seventy-five percent of all condominium owners, to resolve that any other parts of the property, premises, works, apparatus or installations be common-use property or be established as such in the deed establishing the regime or in the internal regulations;
- XXIII.** To determine the most appropriate actions to be taken when there is a risk to buildings or to condominium owners or occupants, or when there are poor sanitary conditions according to the opinion of the competent municipal authority; and
- XXIV.** Any other powers conferred by the deed establishing the regime, the internal regulations and other applicable provisions.

Persons Authorized to Call a Meeting

Article 28. The following are authorized to call a General Assembly:

- I.** The administrator;
- II.** The Surveillance Committee;

III. At least twenty percent of all condominium owners whose undivided interests represent that percentage, except as provided in Chapter VIII of this Law; and

IV. Any condominium owner where one year has elapsed without a meeting having been called.

Condominium owners who, according to the administrator's report, are delinquent shall not have the right to call a meeting.

Notices

Article 29. Notices calling General Assemblies shall be made in accordance with the following provisions:

I. They shall indicate:

a) Who is calling the meeting;

b) The type of Assembly;

(SUBSECTION AMENDED, OFFICIAL GAZETTE, NOVEMBER 23, 2021)

c) Time, date and place of the meeting, or indication that it will be held remotely, identifying the corresponding platform and link;

d) The agenda;

e) Number of condominium owners required to establish the Assembly on first call;

f) Time period for issuing the second call and the percentage of condominium owners required for its validity; and

g) Time period for issuing the third call and the number of condominium owners required to establish it;

II. Condominium owners or their representatives shall be called by placing the notice in a visible location in the condominium, at the condominium entrance, or, where possible, by depositing it inside each privately owned unit. Likewise, any other means deemed suitable by the General Assembly may be used. In all cases, the notice must be posted on the condominium administration notice boards in the presence of the members of the Surveillance Committee, who shall sign at the bottom immediately after it is posted, recording that circumstance;

III. Between the date the notice is posted and the day set for the Assembly, there shall be at least three and no more than ten calendar days, not counting the day of posting or the day on which the Assembly is held.

In cases of extreme urgency, notices for an Extraordinary General Assembly shall be issued with such advance notice as the circumstances require, subject in all other respects to the provisions of this Law, the deed establishing the regime and the internal regulations.

There shall be at least one hour between the first and second call; the same period shall elapse between the second and third call;

IV. For an Ordinary General Assembly, the notice shall be accompanied by the account report for the completed fiscal year and the budget for the following fiscal year;

V. Determinations adopted by Assemblies under this Law, the deed establishing the regime, the internal regulations and other applicable legal provisions are binding on all condominium owners, including absentees and dissenters;

- VI.** If the administrator does not call an Assembly when required to do so under this Law, the deed establishing the regime or the internal regulations, any condominium owner may demand that he or she do so, and if within eight calendar days counted from the date of the demand the administrator does not call it, the Surveillance Committee shall do so;
- VII.** When, because of the importance of the matter or matters to be addressed at the General Assembly, it is deemed necessary, the administrator, the Surveillance Committee or the condominium owners may request the presence of a mediator and conciliator from the State Center for Alternative Justice; and
- VIII.** Notices for an Assembly at which amendment of the deed establishing the regime or the internal regulations is proposed shall, in addition to all general requirements to be satisfied under this article, include the proposed modifications.

Consequences and Cases of Delinquency

Article 30. Except for General Assemblies called to modify the deed establishing the regime or the internal regulations, terminate the condominium property regime or affect ownership of the property, delinquent condominium owners or occupants shall have their right to voice and vote in the General Assembly suspended.

When delinquent status originates from failure to comply with a final judicial judgment issued against the condominium owner for payment of damages in favor of the condominium, such delinquent owners shall not be counted for purposes of quorum of the General Assembly and shall be barred from being elected as condominium administrator or as members of the Surveillance Committee.

SECTION TWO - Administrator

Legal Representation of Condominium Owners

Article 31. The administrator shall be the legal representative of the condominium owners in all common matters related to the condominium, whether brought in their name or against them, and shall have the following powers:

- I.** The powers inherent to a general attorney-in-fact for administration of property and for lawsuits and collections, filing complaints and criminal accusations, labor representation, as well as special powers to withdraw, settle, submit to arbitration, absolve and state positions, challenge, receive payments and perform any other acts determined by the General Assembly, except where the deed establishing the regime or internal regulations limit such powers;
- II.** Commercial or negotiable-instrument powers under the terms determined by the General Assembly; and
- III.** Any other powers conferred by the General Assembly.

Requirements for Holding Office

Article 32. To hold the office of administrator the following is required:

- I.** In the case of a condominium administrator, he or she must demonstrate to the General Assembly compliance with condominium-owner obligations from the beginning and throughout the entire term of management; and

II. In the case of a professional administrator, he or she must provide a bond in the amount established by the General Assembly. For this purpose, the administrator shall have a maximum period of thirty calendar days after designation.

The designation of the condominium administrator or professional administrator shall be recorded in the General Assembly minute book. The designated administrator shall notify the municipal administrative unit of the designation within the following fifteen business days.

The mandate as administrator shall have full validity against third parties and all types of authorities.

No person who has been removed from the office of condominium administrator may serve again as condominium administrator.

Designation and Duration of Office of the First Administrator

Article 33. In the case of new construction under the condominium property regime, the first administrator shall be designated by the person executing the deed establishing the regime. The first administrator shall serve for up to six months, within which period an Extraordinary General Assembly shall be called to designate a new administrator or ratify the designation.

If the first administrator does not call the Assembly, Article 28 of this Law shall apply.

Special Cases of Condominium Organization and Administrator Designation

Article 34. When there is a material or structural impediment making condominium organization difficult or the condominium owners have a traditional form of organization, an administrator may be designated by buildings, wings, sections, zones, blocks, entrances and areas; and in cases where the condominium has more than one entrance, condominium owners may opt for organization by entrance or module, provided that the matters concern internal common areas that serve only those who inhabit that section of the condominium.

Duration of the Administrator's Term

Article 35. The administrator shall remain in office for two years, except as otherwise determined by the deed establishing the regime or the internal regulations, without prejudice to being freely removed by the General Assembly. The administrator may also be ratified by agreement of the General Assembly.

The professional administrator is required to call a General Assembly ten calendar days before expiration of the professional-services contract in order to inform the Assembly of the end of the term, in accordance with Article 29 of this Law.

If the professional administrator fails to comply with the preceding paragraph, the Surveillance Committee shall call a General Assembly to report to it on the administrator's performance and, where appropriate, designate the new administrator or renew the professional-services contract.

Exceptionally, where for evident force majeure or fortuitous event no General Assembly has been called, or having been called no Assembly has been constituted or no new administrator has been designated, the administrator may call a meeting thirty calendar days after conclusion of the contract.

If the notices referred to in the preceding paragraphs do not result in designation of an administrator, the stated period shall be extended by fifteen additional calendar days. After that extension, the Surveillance Committee shall assume the functions of administrator and call a General Assembly to designate a new administrator.

Grounds for Removal of the Condominium Administrator

Article 36. Grounds for removal of the condominium administrator are:

- I.** Failure to keep the General Assembly minute book, or loss thereof;
- II.** Failure to comply with obligations to perform urgent preservation and maintenance acts and those determined by the General Assembly;
- III.** Failure to execute decisions adopted by the General Assembly;
- IV.** Deficient management of the administration and maintenance fund, reserve fund and extraordinary assessments;
- V.** Refusal to call the General Assembly; and
- VI.** Any other grounds indicated in this Law, the deed establishing the regime and the internal regulations.

Termination of Office of the Professional Administrator

Article 37. The office of professional administrator shall terminate in the cases established in the professional-services contract and in those established by this Law.

Delivery and Receipt

Article 38. When the General Assembly designates a new administrator, the outgoing administrator must deliver to the incoming administrator, with participation of the Surveillance Committee or the person designated by the General Assembly, within a period not exceeding seven calendar days from the day following the new designation, all documents, including account statements, the General Assembly minute book, securities, movable property, real property and other property under his or her custody and responsibility.

A record of the foregoing shall be prepared and signed by those participating.

Once seven calendar days have elapsed, the incoming administrator may initiate any applicable administrative, civil or criminal actions.

Powers

Article 39. The administrator shall have the following powers:

- I.** To keep a General Assembly minute book;
- II.** To perform all acts of administration and preservation required by the condominium in its common-use areas and property;
- III.** To care for and supervise condominium property and common services;
- IV.** To promote integration, organization and development of the community;
- V.** To represent and execute decisions adopted by the General Assembly and, in a condominium complex, by the Board of Administrators;
- VI.** To collect and preserve the General Assembly minute books and documentation related to the condominium, which may be consulted by condominium owners who are current in payment of ordinary and extraordinary assessments, as well as by any authority that requests it. Delinquent condominium owners may consult them only during the seven calendar days before the General Assembly and seven calendar days after it, or during the period indicated by the internal regulations;

- VII.** To provide written information to condominium owners and occupants who request it regarding the condition of the administration and maintenance fund and reserve fund. Delinquent condominium owners shall be provided such information only during the seven calendar days before the General Assembly and seven calendar days after it, or during the period indicated by the internal regulations; and to render semiannual reports to the General Assembly on the status of the administration account;
- VIII.** To attend to proper and efficient operation of general installations and services;
- IX.** To notify the municipal administrative unit of noncompliance with Article 20(VI) of this Law and when a green area suffers modification or damage;
- X.** To contract for supply of water, electricity, gas and other goods necessary for the common-use services, installations, areas and property, dividing the consumption amount according to the provisions of this Law;
- XI.** To perform works for proper preservation of the respective units;
- XII.** To report agreements of the General Assembly, unless it designates other persons for that purpose;
- XIII.** To collect from condominium owners or occupants the amounts corresponding to each for the administration and maintenance fund and reserve fund, as well as extraordinary assessments, according to procedures, frequency and amounts established by the General Assembly or the internal regulations;
- XIV.** To make administration and maintenance expenditures of the condominium, charged to the corresponding fund, under the terms of the internal regulations or agreements of the General Assembly;
- XV.** To issue a receipt for any payment;
- XVI.** To deliver to each condominium owner every two months, or within the period designated by the General Assembly, an account statement of the condominium bearing the approval of the Surveillance Committee and obtaining acknowledgment of receipt, containing:
- a)** A detailed statement of income and expenses for the preceding period;
 - b)** The amount of contributions and assessments pending payment. The administrator shall make available to condominium owners who request them a detailed list of such items, protecting for security reasons the personal data of condominium owners or occupants; such data may be disclosed only to members of the Surveillance Committee or to an authority that requests them in a reasoned and substantiated manner;
 - c)** The balance of bank accounts and investment resources, stating interest;
 - d)** The detailed list of accounts payable to suppliers of goods and services of the condominium; and
 - e)** The detailed list of delinquent owners and the amounts of their debt. The condominium owner shall have eight calendar days counted from the day following delivery of such documentation to submit observations or objections considered relevant. After that period, the condominium owner shall be deemed to agree with the same, subject to approval by the General Assembly;

- XVII.** To call the General Assembly under the terms established by this Law and the internal regulations;
- XVIII.** To represent condominium owners or occupants in contracting common-property premises, spaces or installations that are the subject of lease or loan for use or that are intended for commerce, in accordance with the General Assembly and the internal regulations;
- XIX.** To comply with, safeguard and require, in representation of condominium owners or occupants, compliance with the provisions of this Law, the deed establishing the regime and the internal regulations, requesting, where appropriate, support from the competent authority;
- XX.** To comply with provisions issued under the Civil Protection Law for the State of Guanajuato and its Regulations;
- XXI.** To initiate corresponding proceedings against condominium owners, occupants, inhabitants of the condominium in general, or against those who execute the deed establishing the regime, who fail to comply with their obligations and violate this Law, the deed establishing the regime and the internal regulations, in coordination with the Surveillance Committee;
- XXII.** To promote and encourage, at least once a year in coordination with authorities, a day for dissemination of the guiding principles of condominium culture;
- XXIII.** To disseminate and promote among condominium owners, occupants and inhabitants of the condominium knowledge of this Law, the deed establishing the regime and the internal regulations;
- XXIV.** To issue, under his or her responsibility and according to condominium accounting, certificates of no indebtedness for ordinary and extraordinary assessments and other assessments determined by the General Assembly for each privately owned unit, when requested by the condominium owner, occupant or jurisdictional authorities. Such certificate shall be issued by the administrator within no more than five business days from the day following receipt of the request;
- XXV.** To resolve disputes arising from acts of nuisance among condominium owners, occupants or inhabitants and, in general, to maintain peace and tranquility among them;
- XXVI.** To request the presence of a mediator and conciliator from the State Center for Alternative Justice to attend a General Assembly where the agenda seeks to resolve conflicts among condominium owners, occupants, administrators or members of the Surveillance Committee;
- XXVII.** To comply with all federal or local administrative obligations relating to the property as a whole; and
- XXVIII.** To perform all other functions and fulfill all obligations imposed by this Law, the deed establishing the regime and the internal regulations.

Mandatory Nature of Provisions Issued by the Administrator

Article 40. Measures taken and provisions issued by the administrator within the scope of his or her powers shall be binding on all condominium owners and occupants unless modified or revoked by the General Assembly.

Board of Administrators

Article 41. For administration of all common-use property of the condominium complex, the administrators shall elect a Board of Administrators in accordance with the rules provided in Article 24 of this Law.

The Board of Administrators shall consist of:

- I.** A president, who shall have the functions and obligations established for the administrator;
- II.** A secretary, who shall be responsible for administrative activities related to updating and handling the minute books of the Board of Administrators, agreements, files and other documents necessary for proper functioning of the administration; and
- III.** A treasurer, who shall be responsible for internal accounting management of the administration and shall be jointly and severally responsible with the administrator for keeping administration account statements updated, but shall not have availability of or exercise control over the same.

Proof of Compliance with Obligations

Article 42. Members of the Board of Administrators shall demonstrate to the General Assembly compliance with their condominium-owner obligations from the beginning and throughout the entirety of their management.

SECTION THREE - Surveillance Committee

Composition

Article 43. Condominiums having at least ten privately owned units shall have a Surveillance Committee composed of two to five condominium owners, depending on the number of privately owned units, designating from among them a president and one to four members. They shall act collegially and their decisions shall be adopted by simple majority. In the event of a tie, the president shall have a casting vote. A minority representing at least twenty percent of the total initial value of the property shall have the right to designate one of the members.

Duration of Office

Article 44. Members of the Surveillance Committee shall be designated for two years or for the term determined by the internal regulations, or until removed from office by the General Assembly, serving in an honorary capacity. Members may be ratified for one consecutive term.

Powers

Article 45. The Surveillance Committee shall have the following powers:

- I.** To ensure that the administrator complies with agreements of the General Assembly;
- II.** Every two months or with the frequency indicated by the General Assembly, to review all documents, receipts, accounting, minute books, account statements and, in general, all documentation and information related to the condominium;
- III.** To supervise performance by the administrator of his or her functions;
- IV.** To contract and terminate professional services that have been contracted on an exceptional basis;

- V. Where applicable, to give its approval for performance of works for maintenance of the condominium;
- VI. To verify and issue an opinion on account statements that the administrator or administrators must render to the General Assembly, noting omissions, errors or irregularities;
- VII. To verify and supervise investment of funds;
- VIII. To report to the General Assembly its observations regarding condominium administration;
- IX. To assist the administrator in observations addressed to condominium owners, occupants or inhabitants in general regarding fulfillment of their obligations;
- X. To call a General Assembly in the case provided in Article 29(VI) of this Law;
- XI. To request the presence of a notary public in cases provided by this Law or where it considers it necessary;
- XII. When it is the convener of the General Assembly, to request the presence of a mediator and conciliator from the State Center for Alternative Justice to attend a General Assembly whose agenda seeks to resolve conflicts among condominium owners or occupants, or between them and the administrator or Surveillance Committee;
- XIII. To hold legal representation of the condominium by prior agreement of an Extraordinary General Assembly when it is necessary to bring suit against the administrator;
- XIV. To perform the administrator's functions in the event of the administrator's death or absence from duties for one month;
- XV. To demonstrate to the General Assembly compliance with condominium-owner obligations from the beginning and throughout the entirety of its members' management;
- XVI. To enforce the bond furnished by the professional administrator, by agreement of the Extraordinary General Assembly, when the administrator's deficient or negligent performance causes damages to the condominium, without prejudice to any other civil or criminal actions that may proceed; and
- XVII. Any other powers derived from this Law and from application of other provisions imposing duties upon it, as well as from the deed establishing the regime and the internal regulations.

Joint and Subsidiary Liability

Article 46. Members of the Surveillance Committee shall be jointly and severally liable among themselves and subsidiarily liable in relation to the administrator or administrators for damages caused to condominium owners by omissions, errors or irregularities of the administrator or administrators that, having been known by them, were not timely reported to the General Assembly.

Composition of the Surveillance Committee of the Condominium Complex

Article 47. The condominium complex shall have a Surveillance Committee composed of the presidents of the Surveillance Committees of the condominiums comprising the complex, who shall designate from among themselves a coordinator. The designation shall be made at a session of this body and shall be made known to the Board of Administrators within five calendar days following election.

Composition of the Surveillance Committee of the condominium complex and election of the coordinator shall take place within the General Assembly referred to in Article 24 of this Law.

Functions of the Surveillance Committee of the Condominium Complex

Article 48. The Surveillance Committee of the condominium complex shall have the same functions relating to administration of common-use areas and property as the Surveillance Committee of the condominium.

CHAPTER V - Destruction and Reconstruction of the Building

Destruction and Reconstruction

Article 49. If the condominium is destroyed in its entirety or in a proportion representing, when less, three quarters of its value, any condominium owner may request division of the land and of the property that remains, subject to the general provisions on co-ownership established by the Civil Code for the State of Guanajuato.

If the destruction does not reach the degree indicated in the preceding paragraph, the Extraordinary General Assembly may agree to reconstruction.

Condominium owners remaining in the minority shall be required to contribute to reconstruction in the proportion corresponding to them, or to sell their rights to the majority, according to an appraisal rendered by an expert registered with the Judicial Branch Council, a banking expert, a tax expert authorized by the municipality, or a public broker appointed by mutual agreement of the interested parties. In the absence of such agreement, the expert shall be designated judicially in voluntary-jurisdiction proceedings brought by the person requesting the sale, with the administrator and Surveillance Committee being heard.

The same rules shall be observed in the event of ruin or obsolescence of condominium constructions making their demolition necessary.

Proportionality for Contribution to Reconstruction

Article 50. In the case of condominiums consisting of several separate structures in their structure and foundation and with independent access to the public roadway, and when damages are not of equal magnitude in each, the proportions indicated in the preceding article shall be considered separately for each structure.

CHAPTER VI - Internal Regulations

Contents

Article 51. Without contravening the provisions of this Law and the deed establishing the regime, the internal regulations shall contain the provisions considered necessary because of the specific characteristics of the condominium, referring, by way of example and not limitation, to the following:

- I. Rights, obligations, prohibitions and limitations to which condominium owners and occupants are subject;
- II. Procedure for collection of ordinary and extraordinary assessments;
- III. Criteria for determining the amount and frequency of collection of assessments for the administration and maintenance fund and reserve fund;
- IV. Appropriate measures for better administration, maintenance and operation of the condominium;

- V. Provisions necessary to promote integration, organization and development of the community;
- VI. General criteria to which the administrator shall be subject for contracting third parties for premises, spaces or installations of common property that are the subject of lease or loan for use, by prior agreement of the General Assembly;
- VII. Types of Assemblies to be held;
- VIII. Measures of the president to maintain order during the General Assembly;
- IX. Type of administration;
- X. Obligations and requirements for the administrator and members of the Surveillance Committee in addition to those established by this Law;
- XI. Grounds for removal of the condominium administrator and members of the Surveillance Committee;
- XII. Grounds for removal or termination of the independent professional-services contract entered into with the professional administrator;
- XIII. Bases for amendment of the internal regulations, in accordance with this Law, the deed establishing the regime and other applicable laws;
- XIV. Establishment of provisional measures in cases of temporary absence of the administrator or members of the Surveillance Committee;
- XV. Determination of criteria for use of common-use areas and property, especially those intended exclusively for persons with disabilities, whether condominium owners, occupants or family members living with them;
- XVI. Where applicable, determination of measures and limitations for keeping animals in privately owned units or common areas;
- XVII. Contributions for establishment of the administration and maintenance fund, the reserve fund, and any other fund determined by the General Assembly;
- XVIII. Determination of criteria for matters requiring a special majority in the event of voting and not provided for in this Law;
- XIX. Bases for preparation of the internal civil-protection program, as well as, where applicable, formation of committees on this matter;
- XX. The obligation of condominium owners, occupants, administrators or members of the Surveillance Committee to appear before the State Center for Alternative Justice to resolve their conflicts before bringing them before the courts. If they resort to the courts without respecting this commitment, the procedural defense based on the mediation and conciliation commitment shall apply, except as provided in the final paragraph of Article 19 of this Law;

(SUBSECTION ADDED, OFFICIAL GAZETTE, NOVEMBER 30, 2022)

- XXI. Criteria for adjusting assessment amounts, where appropriate, due to performance of personal or commercial activities, among those referred to in the Lodging Law through Digital Platforms of the State of Guanajuato, or of any other kind, that entail greater use or enjoyment of common-use areas and property by condominium owners or occupants; and

(SUBSECTION RENUMBERED IN ITS ORDER, OFFICIAL GAZETTE, NOVEMBER 30, 2022)

XXII. Matters reserved to the internal regulations by this Law and the deed establishing the regime.

Integration into Appendix of Notarial Protocol

Article 52. A copy of the internal regulations shall be incorporated into the appendix of the notarial protocol.

Mandatory Nature of the Internal Regulations

Article 53. Every purchaser or occupant of a privately owned unit is obligated to comply with the internal regulations.

A copy of the internal regulations signed by the parties shall be attached to lease contracts and documents recording any other act transferring use of a privately owned unit.

CHAPTER VII - Payment and Destination of Assessments, and Expenses Payable by Condominium Owners

Payment and Destination of Assessments

Article 54. Condominium owners and, where applicable, occupants are obligated to timely pay the assessments established for such purpose by the General Assembly, which shall be intended for:

- I.** Establishing the administration and maintenance fund intended to cover current expenditures generated in administration, operation and non-individualized services of the common areas and green areas of the condominium, as well as remuneration of the professional administrator. The amount of assessments payable by each condominium owner or occupant shall be determined by distributing expenses in proportion to the undivided-interest percentage represented by each privately owned unit;
- II.** Establishing the reserve fund intended to cover expenses for acquisition of tools, materials, implements, machinery and labor required by the condominium, works and maintenance. The assessment amount shall be established in proportion to the undivided-interest percentage represented by each privately owned unit; and
- III.** Extraordinary expenses, when:
 - a)** The administration and maintenance fund is insufficient to cover an extraordinary expense. The assessment shall be established in proportion to the undivided-interest percentage represented by each privately owned unit; or
 - b)** The reserve fund is insufficient to cover purchase of any tool, material, implement, machinery, paint, waterproofing, change of pumps, cistern washing, change of infrastructure networks, labor for timely and proper performance of works, maintenance, major repairs, among others. The amount of the assessment shall be distributed according to the rules established for the reserve fund.

Expenses Payable by Condominium Owners

Article 55. In the case of common property exclusively serving certain condominium owners, such as party roofs and floors and walls or other divisions of the same nature, expenses arising from such property shall be borne by the respective condominium owners.

Condominium owners of the top floor, or of apartments, dwellings or premises located there, shall bear the cost of roof works only on their interior portion; and condominium owners of the ground floor or apartment, dwellings or premises forming part thereof shall bear the cost of works needed in floors or pavements only on the portion located within their property.

In the case of things or services benefiting condominium owners in different proportions, expenses may be distributed proportionally to the undivided interest.

Special Expenses Payable by Benefited Condominium Owners

Article 56. When a construction consists of different parts or includes works or installations, whatever their nature, intended to serve only one part of the complex, the deed establishing the regime or the internal regulations may provide that special expenses relating thereto shall be borne by the group of condominium owners benefited. Also, in the case of stairways, elevators, hoists and other elements, apparatus or installations whose use varies among condominium owners, they shall be covered proportionally to their undivided interest.

Expenses for Repair of Hidden Defects

Article 57. When hidden defects exist in the condominium affecting common property and it is not possible to obtain repair or indemnification from the person who established the condominium or the seller, the necessary works for repair of the property shall be borne by all condominium owners in proportion to the undivided-interest percentage represented by each privately owned unit over the total initial value of the property.

Prohibition on Excusing Payment of Assessments

Article 58. Ordinary and extraordinary administration and maintenance assessments shall not be subject to setoff, personal exceptions or any other circumstance that may excuse payment.

The General Assembly may only agree to exempt the condominium administrator from payment of ordinary assessments while he or she is serving in that office.

Financial resources in cash, bank accounts or any other type of property, as well as assets and liabilities resulting from assessments or other condominium income, shall be incorporated into the funds.

Investment of Funds

Article 59. By agreement of the General Assembly adopted by a special majority of at least seventy-five percent of the votes of all condominium owners, funds may be invested in demand-investment securities of minimal risk, preserving the liquidity necessary to satisfy short-term obligations.

The type of investment shall be authorized by the General Assembly by simple majority. The General Assembly shall annually determine the percentage of proceeds or profits obtained from investments that shall be applied to each condominium fund.

Destination of Proceeds or Profits

Article 60. The General Assembly shall annually determine the percentage of proceeds or profits obtained from rental of common-use property that shall be applied to each condominium fund.

Consequences for Failure to Pay

Article 61. Assessments not timely paid by condominium owners and occupants on the dates and under the formalities established by the General Assembly or in the internal regulations shall accrue late-payment interest at the rate established by the General Assembly or the internal regulations. In the absence of such stipulation, the legal interest rate shall apply.

The foregoing is independent of sanctions that may be imposed according to decisions adopted by the General Assembly.

Delivery of Certificate of No Indebtedness upon Execution of Contract Transferring Ownership

Article 62. When a contract transferring ownership relating to a privately owned unit is entered into, the transferor must deliver to the acquirer a certificate of no indebtedness, among others, for payment of ordinary administration and maintenance assessments and the reserve fund, as well as extraordinary assessments, where applicable, issued by the administrator.

The acquirer of any privately owned unit becomes jointly and severally liable for payment of indebtedness existing with respect to the unit, except where the administrator has previously issued and delivered the certificate of no indebtedness.

The notary public shall record that the transferor declared under oath that the certificate of no indebtedness was delivered to the acquirer. Omission of this obligation shall give rise to liability under the Notarial Law for the State of Guanajuato.

CHAPTER VIII - Condominiums of Social or Popular Interest

Application of Provisions by Reference

Article 63. The provisions established in this Law for condominiums shall apply to this Chapter insofar as they do not conflict with the provisions thereof.

Request for Certificate of Classification as Social- or Popular-Interest Housing

Article 64. Condominium owners may, through their administrator and without impairment of their property, request from competent authorities issuance of an official certificate accrediting classification as social- or popular-interest housing for payment of any service or tax whose assessment is subject to an economic classification. The authority shall be required to respond regarding the appropriateness or not of the request within a maximum period of fifteen business days.

Support for Residential Units

Article 65. Competent authorities shall adopt administrative and technical measures that facilitate and encourage establishment of the condominium property regime for social- or popular-interest residential units.

They shall likewise support, with resources provided in public-administration programs for such purpose, construction of urban infrastructure in residential neighborhoods and units and improvement and major repairs of condominium common areas, except current expenses.

To be eligible for the benefits established in this article, proof shall be provided that the property is established under the condominium property regime and has the internal organization established by this Law, presenting for that purpose a copy of the deed establishing the regime, the internal regulations and the minutes of the General Assembly approving the request.

Quorum and Voting

Article 66. Each condominium owner shall count toward establishment of quorum at the General Assembly and shall have one vote for the privately owned unit of which he or she is owner, regardless of the undivided-interest proportion.

Voting by condominium owners at the General Assembly, in addition to economic voting, may be conducted through use of ballot boxes and secret vote. The Surveillance Committee shall be responsible for organization, execution and counting of votes conducted through these methods.

Criteria for Determining Assessment Amounts

Article 67. Assessments payable by condominium owners and, where applicable, occupants shall be established based on the number of privately owned units comprising the condominium, regardless of the proportion of the undivided interest, except as provided in the following paragraph.

When a social-interest condominium also contains privately owned units for uses other than residential, the General Assembly shall determine the amount of the assessments, which shall not be lower than the minimum paid for a dwelling nor higher than twice that amount, or, failing that, shall be established according to commercial criteria.

Publication of Account Statements

Article 68. The administrator of social- or popular-interest condominiums shall post every two months, in one or two visible locations of the condominium or in the places established by the internal regulations, the condominium account statements, which shall show:

- I. Total income and expenses by category;
- II. Amount of assessments pending payment; and
- III. List of creditors.

In the same manner, the administrator shall report application of resources in common-use areas and property, as well as execution of programs, budgets, subsidies and other actions in which the Public Administration participated.

When the administrator fails to comply with these obligations, any condominium owner may request compliance.

CHAPTER IX - Condominium Culture

Promotion and Guiding Principles

Article 69. Promotion of condominium culture shall be carried out through activities that contribute to generating actions and attitudes permitting harmonious coexistence, reciprocal respect and observance of rights and obligations among condominium owners, among them and occupants and, in general, among any inhabitants of a condominium.

The guiding principles of condominium culture are respect, tolerance, responsibility, compliance, co-responsibility, participation, solidarity and mutual acceptance.

Advice for Civil Associations

Article 70. Municipal authorities shall cooperate in and advise on creation and operation of civil associations aimed at dissemination and development of condominium culture, as well as citizen initiatives related thereto.

Guidance and Training

Article 71. The municipal administrative unit shall provide condominium owners, occupants and administrators with guidance and training through various courses and workshops on

condominium matters once per year, in coordination with housing agencies and other public and private agencies and institutions.

Every person who is an administrator, member of the Surveillance Committee or of the Board of Administrators must provide proof of attendance at training and refresher courses provided by authorities at least once per year.

Organization of Committees

Article 72. Condominium owners or occupants may organize into committees to address, with collaboration of the authorities, socio-cultural matters and issues related to the environment, safety and civil protection, sports, works and public infrastructure and services, among others. The internal regulations shall establish their composition and functions.

CHAPTER X - Oversight and Sanctions

Municipal Jurisdiction

Article 73. The municipality, through the administrative unit it designates, has authority to verify compliance with the rights and obligations of condominium owners and occupants regarding common-use areas and condominium culture, as well as to impose sanctions for noncompliance.

Powers of the Municipal Administrative Unit

Article 74. The municipal administrative unit shall have the following powers:

- I. To keep and update a registry of properties established under the condominium property regime and of administrators designated or contracted;
- II. To collect the internal regulations of condominiums;
- III. To advise condominium owners, occupants and administrators regarding compliance with this Law;
- IV. To receive and address complaints and reports concerning probable noncompliance with this Law, the internal regulations and the corresponding municipal regulations;
- V. To carry out inspection or verification visits in accordance with the Code of Administrative Procedure and Justice for the State of Guanajuato; and
- VI. To sanction any person who violates this Law, the internal regulations and the corresponding municipal regulations.

Fine Sanction

Article 75. The municipal administrative unit may sanction condominium owners, occupants, administrators or members of the Surveillance Committee who fail to comply with obligations provided in this Law, the deed establishing the regime, the internal regulations or the corresponding municipal regulations, by imposing the following fines:

(AMENDED, OFFICIAL GAZETTE, JULY 1, 2016)

- I. From one to ten times the Daily Unit of Measure and Update when common-use property, services or areas have been damaged through misuse or negligence. This sanction shall be applied independently of the obligation to pay for damage or restoration thereof;

(AMENDED, OFFICIAL GAZETTE, JULY 1, 2016)

II. From fifteen to thirty times the Daily Unit of Measure and Update for failure to comply with the prohibitions indicated in Article 20(II) and (III), as well as with the obligation established in Article 54 of this Law;

(AMENDED, OFFICIAL GAZETTE, JULY 1, 2016)

III. From twenty to thirty times the Daily Unit of Measure and Update for failure to observe what is established in Article 20(V), (VIII), (IX) and (X) of this Law;

(AMENDED, OFFICIAL GAZETTE, JULY 1, 2016)

IV. From twenty to forty times the Daily Unit of Measure and Update for violation of Article 20(IV) and Article 22 of this Law; and

(AMENDED, OFFICIAL GAZETTE, JULY 1, 2016)

V. From fifty to three hundred times the Daily Unit of Measure and Update when Article 20(I), (VI) and (VII) of this Law is violated.

For application of the sanctions established in this article, the municipal administrative unit shall consider the seriousness of the violation committed, the magnitude of the impact caused and the economic capacity of the violator.

Sanctions established in this Law are independent of those arising from other legal provisions.

Payment of a fine imposed by the municipal administrative unit does not release the violator from compliance with obligations arising from the condominium regime.

Procedure for Imposing Sanctions

Article 76. The procedure for imposition of the sanctions referred to in the preceding article shall be resolved within a period not exceeding fifteen calendar days after receipt of the complaint or report.

The municipal administrative unit may conduct all proceedings necessary to clarify the facts and investigate the truth.

Persons subject to this procedure shall be afforded their right to a hearing before the municipal administrative unit and may state whatever is in their interest.

Destination of Fines

Article 77. Resources collected by virtue of the fines referred to in the preceding article shall be allocated to promotion of condominium culture.

CHAPTER XI - Condominium Conflicts and Manner of Resolving Them

Manner of Resolving Conflicts

Article 78. In cases where exercise of rights or fulfillment of obligations by condominium owners, occupants, administrators or members of the Surveillance Committee gives rise to conflicts due to nonobservance of the provisions of this Law, the deed establishing the regime, the internal regulations and other applicable legal provisions, those involved in such conflicts shall appear at the corresponding Regional Office of the State Center for Alternative Justice to request intervention of a mediator and conciliator so that, through application of assisted self-composition, the conflicts are resolved under the terms and with the effects established in the Alternative Justice Law of the State of Guanajuato.

When mediation and conciliation at judicial headquarters do not result in execution of an agreement resolving the conflict and it continues to manifest itself in conduct affecting condominium harmony, the administrator or Surveillance Committee, upon request of any person involved in the conflict, shall call an Extraordinary General Assembly whose agenda indicates that one of its purposes shall be to resolve the conflict. For that purpose, the nature of the conflict and the persons among whom it arose shall be specified.

(PARAGRAPH AMENDED, OFFICIAL GAZETTE, NOVEMBER 23, 2021)

The convener of the Extraordinary General Assembly shall request the presence of a mediator and conciliator from the State Center for Alternative Justice, notifying the corresponding deputy director of the reason for the request, date, time and place where the Assembly will be held; if held remotely, the convener shall send the pertinent documents so attendance of the personnel of the State Center for Alternative Justice may be timely scheduled.

Designation of Mediator and Conciliator and Intervention in the Assembly

Article 79. Upon receipt of the request, the State Center for Alternative Justice shall open the corresponding file, determine whether the conflict is mediable and issue the agreement by which it authorizes the mediator and conciliator designated for that purpose to attend, on an itinerant basis, the Extraordinary General Assembly and provide technical assistance when the agenda item in which the conflict is to be decided is addressed.

The mediator and conciliator shall explain to those present that everything said during the procedure ending in the Assembly agreement that becomes a settlement agreement may not be the subject of testimonial or confessional evidence in any contentious proceeding.

Proposals for Solution

Article 80. When the agenda item relating to resolution of the conflict is addressed, any member of the General Assembly, including those involved in the conflict, may propose solutions to resolve it. After analysis, those considered viable shall be selected, taking into account, among other things, enforceability of the solution in the event it is not voluntarily complied with by the obligated party.

Once solution proposals have been analyzed and selected, they shall be submitted to voting and the proposal receiving a simple majority shall be considered binding. In conflicts concerning privately owned units, it shall be considered binding only when the parties to the conflict have consented to the solution.

Settlement Agreement

Article 81. The decision of the Assembly resolving the conflict shall be formalized by the mediator and conciliator in the form of a settlement agreement, signed by the administrator, members of the Surveillance Committee and attendees who wish to do so. They shall appear personally or through an agent appointed for such purpose within five calendar days to ratify it before the deputy director of the corresponding Regional Office of the State Center for Alternative Justice so that, where appropriate, it may be elevated to the status of res judicata in order to produce enforceable effects under Article 446(III) of the Code of Civil Procedure for the State of Guanajuato.

Enforcement of the Settlement Agreement

Article 82. In the event of failure to comply with obligations undertaken in the settlement agreement referred to in the preceding article, any of the ratifying parties may seek enforcement before a Civil Trial Judge in the same manner as enforcement of a judgment that has become final.

TRANSITORY PROVISIONS

Effective Date of the Law

Article First. This Law shall enter into force ninety days after its publication in the Official Gazette of the State Government.

Adoption and Regularization under the New Condominium Property Regime

Article Second. Condominium property regimes existing in the State on the effective date of this Law shall have one year to convene a General Assembly to elect administrators, approve, where appropriate, their internal regulations and modify the deed establishing the regime as required by this Law, provided acquired rights are not affected.

Condominiums existing on the effective date of this Law that do not meet the requirements established therein shall have one year to become regularized.

For compliance with the foregoing, the Secretariat of Government shall implement a regularization program establishing facilities to make such regularization possible.

Period to Amend or Issue the Public Registry Regulations

Article Third. The Governor of the State shall have a period of thirty days from the effective date of this Law to make amendments to the Public Registry of Property Regulations of the State of Guanajuato or, where appropriate, to issue new regulations.

References to Current Condominium and Condominium-Complex Provisions

Article Fourth. When the Civil Code for the State of Guanajuato or any other legal provision refers to provisions relating to Condominium and Condominium Complex contained in Section Two, Chapter Two, Title Four, Book Two of the Civil Code for the State of Guanajuato, it shall be understood as referring to the Law on Condominium Property of Real Estate for the State of Guanajuato.

TRANSITORY PROVISION OF THE DECREE

Effective Date of the Decree

Article SOLE. This decree shall enter into force ninety days after its publication in the Official Gazette of the State Government.

THE CONSTITUTIONAL GOVERNOR OF THE STATE SHALL TAKE DUE NOTICE AND SHALL ORDER THAT IT BE PRINTED, PUBLISHED, CIRCULATED AND DULY COMPLIED WITH.

Guanajuato, Gto., August 30, 2012. - ELVIRA PANIAGUA RODRÍGUEZ, DEPUTY PRESIDENT. - JUAN CARLOS ACOSTA RODRÍGUEZ, DEPUTY SECRETARY. - ALICIA MUÑOZ OLIVARES, DEPUTY SECRETARY. - SIGNATURES.

Therefore, I order that it be printed, published, circulated and duly complied with.

Given at the residence of the Executive Branch, in the city of Guanajuato, Gto., on September 3, 2012.

HÉCTOR GERMÁN RENÉ LÓPEZ SANTILLANA

SECRETARY OF GOVERNMENT

ROMÁN CIFUENTES NEGRETE

[EDITOR'S NOTE. THE TRANSITORY ARTICLES OF THE DECREES AMENDING THIS LEGAL ORDER ARE TRANSCRIBED BELOW.]

OFFICIAL GAZETTE, JULY 1, 2016

[EDITOR'S NOTE. TRANSITORY PROVISION OF DECREE NUMBER 104, ISSUED BY THE SIXTY-THIRD CONSTITUTIONAL LEGISLATURE OF THE FREE AND SOVEREIGN STATE OF GUANAJUATO, BY WHICH VARIOUS LEGAL ORDERS WERE AMENDED IN ORDER TO HARMONIZE THE REFERENCES CONTAINED THEREIN TO THE MINIMUM WAGE AND TO REPLACE THEM WITH THE UNIT OF MEASURE AND UPDATE.]

Article Sole. This decree shall enter into force on the day following its publication in the Official Gazette of the State Government.

OFFICIAL GAZETTE, AUGUST 1, 2019

[EDITOR'S NOTE. TRANSITORY PROVISIONS OF DECREE NUMBER 89, ISSUED BY THE SIXTY-FOURTH CONSTITUTIONAL LEGISLATURE OF THE CONGRESS OF THE FREE AND SOVEREIGN STATE OF GUANAJUATO, BY WHICH A SECOND PARAGRAPH WAS ADDED TO ARTICLE 318 OF THE TERRITORIAL CODE FOR THE STATE AND MUNICIPALITIES OF GUANAJUATO; AND ARTICLE 19 BIS WAS ADDED TO THE LAW ON CONDOMINIUM PROPERTY OF REAL ESTATE FOR THE STATE OF GUANAJUATO.]

Effective Date of the Decree

Article First. This decree shall enter into force on the day following its publication in the Official Gazette of the State Government of Guanajuato.

Updating Municipal Regulations

Article Second. Municipal councils shall update the regulations and other provisions referred to in this decree no later than one hundred eighty days after its entry into force.

Micro-Metering Update Program

Article Third. Operating agencies shall have a period of one hundred eighty days after entry into force of this decree to create, promote and implement a micro-metering update program for users who do not have this service, generating actions that facilitate incorporation into this new system.

OFFICIAL GAZETTE, NOVEMBER 23, 2021

Article Sole. This decree shall enter into force on the day following its publication in the Official Gazette of the State Government.

OFFICIAL GAZETTE, NOVEMBER 30, 2022

Article Sole. This decree shall enter into force on the day following its publication in the Official Gazette of the State Government.

Translation Note

This English rendering was prepared as a close reference translation of the Spanish source document supplied for the Vista Antigua Website project. It intentionally follows the source's organization, numbering, defined concepts, percentages, deadlines, and amendment annotations. Some Mexican legal terms do not have exact common-law equivalents; where necessary, a literal or functional English rendering has been used without changing the source's apparent meaning.

This translation is not a certified translation and should not be used as a substitute for the official Spanish law when legal rights, obligations, enforcement, litigation, notarization, registration, or formal condominium governance actions are at issue.