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HÉCTOR GERMÁN RENÉ LÓPEZ SANTILLANA, CONSTITUTIONAL GOVERNOR OF THE FREE AND SOVEREIGN STATE OF GUANAJUATO, TO THE INHABITANTS OF THE SAME KNOW:

THAT THE H. CONSTITUTIONAL CONGRESS OF THE FREE AND SOVEREIGN STATE OF GUANAJUATO, WAS WELL TO ADDRESS ME THE FOLLOWING:

**DECREE NUMBER 271**

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

**FIRST ARTICLE.** The Property Law in Real Estate Condominium is issued for the State of Guanajuato, to read as follows:

**PROPERTY LAW IN CONDOMINIUM OF PROPERTIES FOR THE STATE OF GUANAJUATO**

**Chapter I**

**Preliminary provisions**

**Nature and object of the Law**

**Article 1.** The provisions of this Law are of public order and social interest and are intended to regulate the constitution, modification, modalities, administration and termination of the condominium property regime.

**Glossary**

**Article 2.** For the purposes of this Law, it is understood by:

**I.** Co-owner administrator: the co-owner of the property unit

privative, who is appointed administrator by the General Assembly;

**II.** Professional administrator: the natural or legal person with knowledge in the administration of condominiums that provides their independent professional services, by agreement of the General Assembly. In his duties, this administrator will exercise the powers that correspond to the joint owner administrator;

**III.** Areas and goods for common use: those that belong to the owners jointly and their use is regulated by this Law, the articles of incorporation of the regime and internal regulations;

**IV.** General Assembly: the highest governing body of the condominium made up of all the condominium owners, where the issues of the condominium property regime are discussed. Its resolutions will be binding;

**V.** Vigilance Committee: the supervisory and control body made up of joint owners elected in the General Assembly, whose function is to monitor, review, supervise, evaluate and dictate the performance of the administrator's tasks, as well as the execution of agreements. and decisions approved by the General Assembly in relation to the common affairs of the condominium;

**VI.** Committees: groups made up of condominium owners or owners of privately owned units that organize themselves to carry out activities that attend to some complementary environmental services, civil protection and promotion of community culture for the benefit of the community;

**VII.** Condominium: the set of buildings, apartments, flats, dwellings, houses, premises, warehouses of a property, lots of land, as well as delimited lands in which there are urban infrastructure services, constructed vertically, horizontally or mixed, capable of independent use for having their own exit to a common element of that or to the public thoroughfare and that belong to different owners, who will have a singular and exclusive property right over a private unit, and also, a right of joint ownership over the elements and parts common properties, necessary for proper use and enjoyment;

**VIII.** Condo owner: the natural or legal person, owner of one or more privately owned units;

**IX.** Condominium complex: any group of two or more condominiums built on a single property, provided that each one of said condominiums maintains exclusive use areas for itself and, in turn, there are common use areas and assets for all the condominiums that make up the reference set;

**X.** Board of Directors: the coordination body of the condominium complex, made up of the managers, in which matters of general interest are discussed and resolved;

**XI.** Extraordinary fee: the monetary amount agreed by the General Assembly to defray expenses or unforeseen expenses that are not ordinary;

**XII.** Ordinary fee: the monetary amount agreed by the General Assembly to defray the expenses of administration, maintenance, reserve, operation and non-individualized services in common use;

**XIII.** Undivided: the right of the condominium owners on the common goods, proportional to the value that represents their unit of private property or fraction in relation to the initial total value of the property, expressed in a percentage figure;

**XIV.** Defaulter: the condominium owner or possessor who has not fulfilled his obligation to pay two ordinary or extraordinary installments within the period established by the General Assembly, or who has failed to comply with the firm judicial decision pronounced against him on the payment of damages in favor of the condominium;

**XV.** Owner: the person who has the use, enjoyment and enjoyment of a privately owned unit, and who does not have the status of joint owner;

**XVI.** Internal regulation: the normative instrument that establishes the bases of healthy coexistence within the condominium and that complements and specifies the provisions of this Law and the constitutive deed of the regime, according to the characteristics of each condominium; and

**XVII.** Private property unit: the building, apartment, floor, dwelling, house, premises, warehouse of a property, lot of land or delimited land and corresponding annexed elements, such as parking lots, utility room, laying cages, laundry rooms and any other element that is not areas and goods of common use over which the condo owner has an exclusive property and use right, provided that it is established in the constitutive and individual deed.

**Application of the condominium provisions to the condominium complex**

**Article 3.** The provisions of this Law relating to the condominium shall be applicable, in the relevant, to the condominium complex, with the provisions

specific that this same law provides for the latter.

**Chapter II**

**Constitution, modalities, modification and termination**

**of the condominium property regime**

**Constitution and registration**

**Article 4.** The constitution of the condominium property regime is the formal legal act that the owner or owners of a property, implement before a notary public declaring their will to establish that type of property for its best use, and in which two or More people having a private right, use and share areas and goods of common use and property, assuming conditions that allow them to meet their needs according to the use of the property, without demerit of their private property unit.

The condominium property regime will be established regardless of the number of floors that the buildings or houses have, or the number of houses or lots of land that are within it.

The condominium complex may be constituted regardless of the number of buildings, floors of each building or construction, number of houses, apartments, flats, premises, warehouses, delimited land lots or land lots that make up each of the condominiums that make up the set, and of the type of integrated condominiums.

Once the condominium property regime is established, it will be registered in the Public Registry of Property.

**Origin**

**Article 5.** The condominium property regime must originate:

**I.** When a building is constructed to alienate the different apartments, flats, houses, houses or premises of which it consists, to different persons;

**II.** When the owner or owners of a building divide it into premises that can be used independently to alienate them to different people;

**III.** When the owner of a land intends to construct a building on it divided into apartments, flats, houses, houses or premises;

**IV.** When the different co-owners of a building decide to divide it into parts capable of independent use, awarding them separately, thus leaving the indivision;

**V.** By will in which the testator constitutes the regime, or sets the bases to constitute it;

**VI.** When the owner or owners of a lot of land decide to constitute it as a horizontal condominium, either with houses, houses or lots of land;

**VII.** When two or more owners have lots of land in common, green areas, sports, educational areas, rights of way or common roads, parks and services, and decide to manage them as a condominium; and

**VIII.** In other cases indicated by law.

**Modalities**

**Article 6.** The condominiums according to their characteristics of structure and use, may adopt the following modalities:

1. Regarding its structure:
2. a). Vertical condo. It is established in a building built on several levels on common land, with privately owned units and joint ownership rights;

b) Horizontal condominium. It is constituted in buildings with horizontal construction where the owner has the exclusive right of use of part of a land and is the owner of the building established in it, being able to share or not its structure and party ownership, being the holder of a co-ownership right for the use and enjoy the areas of the land, buildings and facilities intended for common use; and

c) Mixed condominium. It is one formed by vertical and horizontal condominiums;

**II.** According to its use:

**a)** Housing. They are those properties in which the unit of

privative property is intended for housing;

**b)** Commercial or services. They are those properties in which the privately owned unit is used for the activity of the trade or service allowed;

**c)**  Tourist, recreational-sports. They are those that will be used in addition to housing, to promote leisure activities and whose predominant use for the use and destination of the land will be for the development of tourist, recreational-sports activities that must be located within the urban area or areas of future growth, destined for this use;

**d)** Industrial. They are those where the privately owned unit is used for permitted activities specific to the industry;

**e)**  Agricultural. They are those that will be used for agricultural activities and that are located outside the growth zones marked by land use plans; and

**f)** Mixed compatible uses. They are those where the privately owned unit is used for two or more uses than those indicated in the preceding paragraphs.

**Content of the articles of incorporation of the regime**

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

1. The situation, dimensions and boundaries of the land, as well as a general description of the property;

**II.** The property title and the records of the authorizations and permits issued by the authorities. In the case of buildings only projected, or that are not yet finished, it will suffice that the deed shows the approval by the authorities of the branch, of the plans and projects of the building. What is prescribed in this section must be observed in the cases of modification to the constitutive deed of the regime, when it implies alteration in the distribution of the building;

**III.** The description of each privately owned unit, number, location, boundaries, measures, areas and spaces for exclusive use parking, if any, that comprise it plus the corresponding undivided percentage;

**IV.** The establishment of areas, facilities or adaptations to facilitate the use of the property to people with disabilities;

**V.** The initial total value of the property;

**VI.** The nominal value assigned to each privately owned unit and its undivided percentage in relation to the initial total value of the property;

**VII.**  The use and general characteristics of each privately owned unit, in accordance with the provisions of article 6 of this Law;

**VIII.** The description of the areas and goods of common property, their destination, with the specification and details and, where appropriate, their situation, measures, parts of which they are composed, characteristics and other data for their identification;

**IX.**  The provision that in the transfer contracts of ownership of the privately owned units that are concluded after the constitution of the regime, it is stipulated that the acquirers, in case of conflict with the other owners or owners, and between these with the administrator or with the Vigilance Committee, they will go to mediation and conciliation before the State Center for Alternative Justice;

**X.**  The cases and conditions in which the constitutive writing of the regime and the internal regulations may be modified;

**XI.**  The internal regulations, which must adhere to the provisions of this Law and other applicable legal systems. The notary public is responsible for verifying compliance with this fraction;

**XII.** Proof that the appendix to the notarial protocol, as well as the testimony of the articles of incorporation, are attached:

**a).** General plan of the condominium;

**b)**  Particular plans corresponding to each one of the floors, in which the apartments, flats, houses, houses, premises, warehouses of a property, lot of land or delimited land of private property are specified, as well as the areas of common property ;

**c)**  Health plan;

**d)** Plans of the electrical, hydraulic and gas facilities, and those related to the service and operation of the condominium; and

**e)**  Structural plans.

All the previous plans must be approved by the

competent authorities; and

**XIII.** In your case, the specification of the number of condominiums that will make up the condominium complex, determining the general characteristics, exclusive areas and common areas of each condominium, as well as the areas of exclusive use of each condominium, and the accesses or roads and other areas common to the whole.

**Registration of domain transfer contracts**

**Article 8.** The domain transfer contracts and other acts that affect the property of the properties subject to the condominium property regime, in addition to complying with the requirements and budgets of this Law, must be registered in the Public Registry of Property.

**Modification**

**Article 9.** Any modification to the constitutive deed of the regime and to the internal regulations will be approved, in an Extraordinary General Assembly, by a special majority of at least seventy-five percent of the votes of all the joint owners. The modification must be recorded in a public deed and registered in the Public Registry of Property.

If the modification implies a variation to that authorized by the municipal authority at the time of the constitution of the regime, you must have a new authorization from said authority.

**Subsidiary obligation of the notary public**

**Article 10.** In any contract for the acquisition of the rights of a privately owned unit, the notary public shall add to the testimony of each deed a certified copy of the internal regulations and, where appropriate, of the proof of no debt. In case of breach of this obligation by the notary public, he may be called as a subsidiary obligor in all cases in which the interested party is required for the fulfillment of any of its obligations derived from its condominium character.

**Voluntary extinction**

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

If the purpose of the voluntary extinction of the regime is the change of land use under which it was authorized by the municipal authority, it must have a new authorization from said authority.

**Chapter III**

**Rights, obligations and prohibitions of the owner and the owner**

**Proprietary property and elements of joint ownership**

**Article 12.** Each condominium owner shall be the exclusive owner of his building, department, floor, dwelling, house, premises, ship of a building, lot of land or delimited land; In addition, it will be co-owner of the elements that are necessary or convenient for the structural existence, security, comfort of access, recreation, decoration or any other similar purpose within the building or within the condominium, among which are:

**I.** The land, except in the case of horizontal condominium in the part that corresponds to the condominium unit or privately owned, basements, porches, entrance doors, lobbies, galleries, corridors, stairs, patios, gardens, trails, interior roads, and spaces that have been designated by building licenses for vehicle parking, provided they are for common use;

**II.** The premises destined for the administration, goalkeeping and accommodation of the doorman and the security guards;

**III.**  Premises for general facilities and common services;

**IV.** The works, installations, devices and other objects that serve for common use or enjoyment, such as pits, wells, cisterns, water tanks, elevators, hoists, incinerators, stoves, ovens, pumps and motors; sewers, channels, water distribution pipes, drainage, heating, electricity and gas; the premises and the security, sports, recreation, decoration, reception or social gatherings works, generally loading areas, and the like, with the exception of those that exclusively serve each department, dwelling, house, premises or area;

**V.** Foundations, structures, load-bearing walls, roofs and roofs for general use; and

**VI.** Any other parts of the property, premises, works, apparatus or facilities that are resolved by the Extraordinary General Assembly, or that are established with such character in the deed of the regime or in the internal regulations.

The condominium owners will monitor and require the administrator, through the Supervisory Committee or the General Assembly, to keep a complete and updated inventory of all the furniture, devices and facilities described, as well as those that are acquired or withdraw, according to the modality of the condominium and in the terms established by the internal regulations.

**Right of joint ownership**

**Article 13.** The right of joint ownership of each condominium over the areas and goods of common use will be proportional to the undivided nature of its unit of private property, established in the constitutive deed of the regime.

**Limitations and prohibitions on the private property unit**

**Article 14.** The condominium owner can use, enjoy and dispose of his private property unit with the limitations and prohibitions of this Law and with the others established in the constitutive deed of the regime and in the internal regulations.

When the limitations and prohibitions derive from an agreement of the General Assembly, this will motivate the modification of the constitutive deed of the regime and the internal regulations, in the terms established by this Law.

The rights of each condominium owner over the common property assets are indissoluble of their private property, the use or enjoyment of which is permitted or facilitated, for which reason they can only be transferred, encumbered or seized, together with their private property right.

**Restriction to the right of use on common areas and goods**

**Article 15.** Each condominium owner, owner and, in general, the occupants of the condominium, may use all common areas and assets, including green areas, and enjoy general services and facilities, according to their nature and destination, without restricting or doing more burdensome the right of others.

**Owners rights**

**Article 16.** The rights of the owners are:

**I.**  Have the respect of the other owners of their unit of proprietary property;

**II.**  Participate with voice and vote in the General Assembly, in accordance with this Law;

**III.**  Use and enjoy in equal circumstances and in an orderly manner, the areas and goods of common use of the condominium, without restricting the rights of others;

**IV.**  Be part of the administration of the condominium as a joint administrator and, where appropriate, with the same remuneration and responsibility as the professional administrator, except the exhibition of the bond;

**V.**  Obtain bimonthly from the administrator, written information regarding the status of the administration and maintenance funds, and the reserve, in the terms of section VII of article 39 of this Law;

**VI.**  Go to the State Center for Alternative Justice, to request their intervention for violations of this Law, the constitutive deed of the regime, the internal regulations, the agreements of the General Assembly, the owners, holders or authorities inside the condominium;

**VII.** Report to the authorities, facts possibly constituting a crime, or violations of this Law to the detriment of the condominium;

**VIII.** Carry out the necessary works and repairs inside your privately owned unit; and

**IX.** The others established by this Law, the articles of incorporation of the regime and the internal regulations.

**Holders' rights**

**Article 17.** The holders' rights are:

**I.**  Have the respect of the owners of the unit of

privately owned legally occupied;

**II.**  Participate with voice in the General Assembly, in accordance with this Law;

**III.** Participate with voice and vote in the General Assembly, as long as it has been stipulated in the contract in which the use and enjoyment of the privately owned unit was transmitted, in the following cases:

**a)** When dealing with matters that affect the enjoyment of areas and goods of common use in their capacity as owner; and

**b)**  When the amounts of the quotas are to be determined or the decision affects their right to use and enjoy the privately owned unit;

**IV.** Use and enjoy in equal circumstances and in an orderly manner, the areas and goods of common use of the condominium, without restricting the rights of others;

**V.**  Obtain bimonthly from the administrator, written information regarding the status of the administration and maintenance funds, and the reserve, in the terms of section VII of article 39 of this Law;

**VI.** Go to the State Center for Alternative Justice, to request their intervention for violations of this Law, the constitutive deed of the regime, the internal regulations, the agreements of the General Assembly, the owners, holders or authorities inside the condominium; and

**VII.** The others established by this Law

.

**Right of both**

**Article 18.** In the event that a privately owned unit becomes

for sale, the other owners will not enjoy the right of both.

**Obligations of owners and owners**

**Article 19.** The obligations of the owners and owners are:

**I.** Respect the prohibitions established in article 20 of this Law;

**II.**  Comply with the decisions made by the General Assembly;

**III.**  Respect the rights of the other owners or owners; and

**IV.**  In case of conflict with other owners or owners, with the administrator or with the Vigilance Committee, go to mediation and conciliation before the State Center for Alternative Justice, as agreed in the transfer agreement of ownership of the privately owned unit .

In case of serious and repeated breach of obligations or the security and tranquility of the owners and owners is compromised, the administrator, by agreement taken at the Extraordinary General Assembly, by special majority of at least seventy-five percent of the votes of All the condominium owners may sue the condominium owner for the sale by public auction of their privately owned unit or, where appropriate, the owner, vacating it.

**Obligations regarding water quotas**

**Article 19** The owners or owners will pay the water rate based on the readings contained in the measuring device that is installed for such purposes and will also cover, through ordinary fees, the contributions that proportionally correspond to them by the water consumption that is made for the common service

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All the owners respond jointly to this last payment

As long as individual measuring devices are not installed, the fee will be paid in accordance with the agreements made by the General Assembly.

(Article added, P.O. August 1, 2019)

**Prohibitions**

**Article 20.** It is prohibited for condominium owners, owners and, in general, for all persons and inhabitants of the condominium:

**I.** Allocate the unit of proprietary property to uses other than the purpose established in the constitutive deed of the regime;

**II.**  Carry out acts that affect the tranquility of the other owners or owners, that compromise the stability, security, healthiness and comfort of the condominium, or incur in omissions that produce the same results;

**III.**  Carry out any act outside or inside your privately owned unit that prevents or renders the operation of common services and general facilities ineffective, hinders or hinders the use of areas and goods for common use, including green areas or put at risk the security or tranquility of the owners or owners, as well as those that affect the structure, load-bearing walls or other essential elements of the building or that may harm its stability, safety, healthiness or comfort;

**IV.**  Carry out works and repairs at night in condominiums for residential use, except in cases of force majeure.

In the case of commercial or service use, tourist, recreational-sports, industrial, agricultural or mixed of compatible uses, the General Assembly will agree on the times that best suit the destination of the condominium;

**V.** Decorate, paint or carry out works that modify the façade or the exterior walls, out of keeping with the condominium or that contravene what is established and approved by the General Assembly;

**VI.**  To demolish, transplant, prune, cut down or cause the death of one or more trees, as well as to change the use or nature of the green areas determined in the constitutive deed of the regime;

**VII.**  Delimit with any type of material or paint signs of exclusivity, such as roofing or carrying out constructions that indicate exclusivity in the parking area for common use or in any other common destination area of ​​the condominium, except for the green areas which may be delimited for its protection and conservation preferably with arboreal or shrub vegetation, as agreed by the General Assembly or whoever they designate, except those intended for people with disabilities;

**VIII.** Make use of parking lots and common use areas, for different purposes;

**IX.**  Owning animals that due to their number, size or nature affect the safety, health or comfort conditions of the condominium or owners. The General Assembly will determine which animals are allowed to be owned, and the Surveillance Committee will be responsible for observing that this determination is complied with. In all cases, the owners or owners, will be absolutely responsible for the actions of the animals that enter the condominium; and

**X.** Occupy a parking space other than the one assigned.

The violator of these provisions will be responsible for the payment of the expenses made to repair the facilities or restore the services in question and will be obliged to leave things in the state in which they were; Likewise, it will be liable for the resulting damages, without prejudice to the responsibilities of the civil or criminal order that they may incur and the corresponding administrative sanctions according to this Law.

**Prohibitions to ground floor or top floor owners**

**Article 21.** The owners of a privately owned unit located on the ground floor or on the top floor, will have no more right than the other condominium owners, therefore they will not be able to excavate or carry out other works in the subsoil or raise new floors or carry out constructions. on the rooftop. Unless established by the constitutive deed of the regime or internal regulations, no condominium owner may occupy the foyers, gardens, patios and other special places on the ground floor, nor the basements, nor the basement, nor occupy the roof or ceiling.

**Permission to carry out works and repairs**

**Article 22.** The condominium owners must allow the carrying out of the works or general repairs in the condominium, even within its property.

**Chapter IV**

**Administration**

**First section**

**General Assembly**

**Types of Assemblies**

**Article 23.** The general assemblies will be:

**I.**  Ordinary. Those that will be held at least every six months with the purpose of informing the state that the administration of the condominium keeps, as well as treating the issues concerning it; and

**II.**  Extraordinary. Those that will be held when it comes to agreeing:

a) Relating to urgent matters;

b) The carrying out of new works; and

c) The matters specifically indicated in this Law.

**Provisions**

**Article 24.** The general assemblies will be governed by the following provisions:

**I.** They will be held in the condominium facilities. When this is not possible, in an appropriate place for that purpose belonging to the same municipality where the condominium is located, selected by the administrator with the opinion of the Supervisory Committee;

**II.**  They will validly meet with the attendance of at least seventy-five percent of the total of the owners, on first call; with more than fifty percent of these, on second call; or with those who attend, on third call, except in the special cases indicated in this Law;

**III.** In cases in which only one condominium owner represents more than fifty percent of the initial total value of the property and the remaining condominium owners do not attend the General Assembly, upon announcement of the convocation in accordance with this Law, the Assembly may be held under the terms of the previous fraction;

**IV.**  They will be chaired by the condominium designated by the General Assembly. The administrator will perform the position of secretary of records and in his absence, by whom it may correspond by provision of the internal regulations. In the absence of an express provision, by whoever designates the General Assembly. The latter will also designate tellers;

**V.** The condominium owners may be represented at the General Assembly by attorneys with a power of attorney granted before two witnesses, but in no case may a single person represent more than fifty percent of condominium owners. The administrator may not represent any joint owner at the General Assembly;

**VI.** The holder will only attend as representative of the condominium owner, when this has been expressly stipulated in the transfer agreement for the use and enjoyment of the unit of private property;

**VII.** The condominium owners or their representatives must sign on the attendance list attached in the minutes book of the General Assembly, to be considered as part of the quorum thereof;

**VIII.** Voting will be personal and direct. For this purpose, each condominium owner will have a number of votes equal to the undivided percentage that their private property unit represents in the total initial value of the condominium established in the constitutive deed of the regime, except as provided in Chapter VIII of this Law. .

When a single condominium owner represents more than fifty percent of the initial total value of the property, to adopt a resolution it will also be necessary for the agreement to be taken by majority vote of the condominium owners, in this case the votes per person being computed;

**IX.** The resolutions of the General Assembly will be approved by simple majority, except in cases in which this Law, the constitutive deed of the regime or the internal regulations establish a special majority;

**X.**  The secretary of the General Assembly will draw up the minutes of the session, which will record the place, date, start and end time, the agenda, its development, the agreements approved with the indication of the relapsed vote to each item on the agenda and the signatures of the president and the secretary, the members of the Supervisory Committee who attended and the joint owners who so request. The minutes will be integrated into the book of minutes of the General Assembly.

When a General Assembly has been legally summoned and the minute book of the General Assembly is not available, for some extraordinary circumstance, the minutes may be drawn up separately, stating such circumstance therein; and

**XI.**  The secretary will always have in view of the attendees the minutes book of the General Assembly and will inform, within seven working days in writing, each condominium owner or holder, the resolutions adopted by the General Assembly.

**Documentation of the minutes**

**Article 25.** The minutes of the General Assembly may be protocolized by agreement of said body or, when by its content, the law requires it to be recorded in a public deed.

**Approval of resolutions**

**Article 26.** The resolutions of the General Assembly will be approved by:

**I.** Simple majority: more than half of votes in the same sense of the

all the condominium owners present; and

**II.** Special majority: the number of votes in the same sense, specifically required by this Law, the constitutive deed of the regime or the internal regulation, with respect to all the joint owners. When the result of the operation is not an integer, the corresponding immediate higher integer will be taken into consideration.

**Faculties**

**Article 27**. The General Assembly will have the following powers

**I.** Agree on the modification of the constitutive deed of the regime;

**II.** Approve or modify the internal regulations;

**III.** Approve the voluntary termination of the regime;

**IV.**  To freely designate, ratify and remove the joint administrator or professional administrator, as the case may be, in the terms of this Law, of the deed constituting the regime and of the internal regulations;

**V.** Approve the hiring of the professional administrator and set his remuneration;

**VI.** Specify the obligations and powers in charge of the administrator and the Surveillance Committee vis-à-vis third parties and those necessary with respect to joint owners or holders, as well as the tasks entrusted to the committees, in accordance with the provisions of the deed constituting the regime and regulations. internal;

**VII.** To establish the quotas in charge of the condominium owners or holders, determining for it the system or collection scheme that it considers most appropriate and efficient according to the characteristics of the condominium;

**VIII.**  Appoint and remove the Vigilance Committee and the committees referred to in article 72 of this Law;

**IX.** Resolve on the amount of the bond that the professional administrator must grant regarding the faithful performance of his function and the management of the funds under his care;

**X.**  Examine and, where appropriate, approve the account statements submitted by the administrator for its consideration, as well as the annual activity report submitted by the Supervisory Committee;

**XI.** Discuss and, where appropriate, approve the spending budget for the following year;

**XII.** Instruct the Surveillance Committee or whoever is designated to proceed before the competent authorities in accordance with the procedures established in this Law, when the administrator or administrators violate the provisions of this Law, the articles of incorporation of the regime, internal regulations, or any applicable legal provision;

**XIII.**  Adopt the appropriate measures on matters of common interest that are not included within the functions conferred on the administrator;

**XIV.** Resolve the conflicts that the owners, holders, administrators or members of the Vigilance Committee raise due to the exercise of the rights or the breach of their obligations derived from this Law;

**XV.**  Resolve on the individual agreements that occur between joint owners in relation to their respective units of private property;

**XVI.**  Resolve conflicts that could not be resolved through mediation and conciliation provided by the State Center for Alternative Justice;

**XVII.** Agree on the suspension or restriction of the services of electric energy, gas and others, of common use, by omission of payment of the fees in charge of joint owners or holders, provided that such services are covered with said ordinary fees, as well as establish the conditions for lifting the suspension or restriction. In no case may drinking water service be suspended, it may only be restricted;

**XVIII.**  Establish the means and measures for the security and surveillance of the condominium, as well as the way in which the owners or owners must participate in this activity with the eventual support of the authority;

**XIX.**  Agree in an Extraordinary General Assembly, the limitation of the rights of the condominium owner or possessor that assumes conduct that makes harmonious coexistence with other condominium owners or possessors impossible, such as verbal or physical assaults, commission of acts that may be considered crimes within the condominium areas and others of a similar nature, likewise, determine the way in which it will proceed in relation to limited rights;

**XX.**  Grant benefits to condominium owners or holders, in relation to the fulfillment of their obligations;

**XXI.**  Review and, where appropriate, approve the account statement that is exercised around the specific projects that are developed in the condominium with internal or external resources and are presented by the committees mentioned in article 72 of this Law;

.

**XXII.**  Resolve in an Extraordinary General Assembly, by special majority, with the vote of at least seventy-five percent of the totality of the condominium owners, that any other parts of the property, premises, works, apparatus or facilities are of use or enjoyment in common or that are established with such character in the constitutive deed of the regime or in the internal regulations;

**XXIII.**  Determine the most convenient actions to take when there is a risk to the constructions or to the owners or owners, or they are in bad phytosanitary conditions according to the opinion of the competent municipal authority; and

**XXIV.**  The others conferred by the deed establishing the regime, the internal regulations and other applicable provisions.

**Subjects empowered to summon**

**Article 28.** They are empowered to call the General Assembly:

**I.** The Administrator;

**II.** The Vigilance Committee;

**III.**  At least twenty percent of the total condominium owners whose undivided represents this percentage, except as provided in Chapter VIII of this Law; and

**IV.** Any condominium owner, in the event that a year has elapsed without being summoned.

The condominium owners that according to the administrator's report are in default, will not have the right to call.

**Calls**

**Article 29.** The calls for the holding of general assemblies will be made according to the following provisions:

I. They must indicate:

a) Who summons;

b) Type of Assembly in question;

c) Time, date and place of celebration;

d) The agenda;

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

f) Term to issue the second call and the percentage of joint owners required for its validity; and

g) Term to issue the third call and the number of owners required to install it;

**II.** The condominium owners or their representatives will be summoned by placing the summons in a visible place in the condominium, at the door of the condominium, or, if possible, depositing it inside each privately owned unit. Likewise, any other means deemed appropriate by the General Assembly may be used. In any case, the call must be posted on the boards of the property administration in the presence of the members of the Surveillance Committee, who signing it at the time immediately after that in which it was posted, will verify that circumstance;

**III.** Between the date of the announcement of the call and the day indicated for the holding of the Assembly, there must be at least three and up to ten calendar days, not counting the day of the announcement or the day of the holding of the Assembly.

In cases of extreme urgency, the calls for an Extraordinary General Assembly will be made with the anticipation that circumstances require, being subject in everything else to the provisions of this Law, the constitutive deed of the regime and the internal regulations.

Between the first and the second call, there must be a period of at least one hour; the same period must elapse between the second and the third call;

**IV.**  In the case of an Ordinary General Assembly, the call must be accompanied by the rendering of accounts for the past year and the budget for the following year;

**V.**  The determinations adopted by the assemblies in the terms of this Law, of the constitutive deed of the regime, of the internal regulations and of the other applicable legal provisions, bind all the joint owners, including the absent and dissenting ones;

**VI.** If the administrator does not make the call for an Assembly, when by provision of this Law, of the constitutive deed of the regime or of the internal regulations, he must do so, any of the joint owners may request it for it, and if within eight calendar days counted from the date of the request, the administrator does not convene, the Surveillance Committee will;

**VII.**  When, due to the importance of the matter or matters to be dealt with in the General Assembly, the administrator, the Vigilance Committee or the joint owners, may request the presence of a mediator and conciliator from the State Center for Alternative Justice; and

**VIII.** The calls for an Assembly in which it is intended to modify the constitutive deed of the regime or internal regulations, in addition to all the general requirements that must be satisfied pursuant to this article, must include the proposed modifications.

**Consequences and cases of late payment**

**Article 30.** With the exception of the general assemblies called to modify the constitutive deed of the regime or internal regulations, extinguish the regime of condominium property or affect the ownership of the property, the owners or delinquent owners will be suspended their right to voice and vote, in the General Assembly.

In the event that the character of defaulter has its origin in the breach of a firm judicial resolution pronounced against him on the payment of damages in favor of the condominium, these defaulters will not be considered for the installation quorum of the General Assembly, being prevented to be elected as a common administrator, or as members of the Vigilance Committee.

**Second section**

**Administrator**

**Legal representation of condominium owners**

**Article 31.** The administrator will be the legal representative of the condominium owners in all common affairs related to the condominium, whether they are promoted in their name or against them, and will have the following powers:

**I.** Representation of a general attorney to manage assets and for lawsuits and collections, file complaints and grievances, representation in labor matters, as well as special ones to withdraw, compromise, compromise arbitrators, acquit and articulate positions, challenge, receive payments and for the other acts determined by the General Assembly, unless in the constitutive deed of the regime or in the internal regulations said powers are limited;

**II.** Mercantile or exchange in the terms determined by the General Assembly; and

**III.**  The others conferred by the General Assembly.

**Requirements to carry out the position**

**Article 32.** To perform the position of administrator requires:

**I.**  In the case of the condominium administrator, he must accredit to the General Assembly, the fulfillment of his condominium obligations from the beginning and throughout his management; and

VII. When, due to the importance of the matter or matters to be dealt with in the General Assembly, it is considered necessary, the administrator, the Vigilance Committee or the joint owners,

**II.** In the case of the professional administrator, he must grant bail in the amount indicated by the General Assembly. For the above, it will have a maximum term of thirty calendar days after its appointment.

The designation of the condominium administrator or professional administrator will be established in the minutes of the General Assembly. The designated administrator will communicate his appointment to the municipal administrative unit within the following fifteen business days.

The mandate as administrator will be fully valid against third parties and all kinds of authorities.

A person who has been removed from that position may not be a joint administrator.

**Designation and duration of the position of the first administrator**

**Article 33.** In the case of new construction under condominium ownership, the first administrator will be appointed by whoever grants the deed of incorporation. This will last for up to six months, within which time he will call an Extraordinary General Assembly in which a new administrator will be appointed or his appointment will be ratified.

In the event that the first administrator does not call, the provisions of article 28 of this Law will be followed.

**Special cases of organization**

**condominium and appointment of the administrator**

**Article 34.** When there is a material or structural impediment that hinders the condominium organization or the condominium owners have a traditional form of organization, an administrator may be appointed for buildings, wings, sections, zones, blocks, entrances and areas, and in those cases in which If the condominium has more than one entrance, the condominium owners may choose the organization, access or module, as long as it is a matter of common internal areas that only serve those who inhabit that section of the

condominium.

**Duration of the administrator's position**

**Article 35.** The administrator will last in his office for two years, except as determined by the deed constituting the regime or internal regulations and without prejudice to being freely removed by the General Assembly. Likewise, it may be ratified by agreement of the General Assembly.

It is the obligation of the professional administrator to call a General Assembly ten calendar days before the expiration of his contract for the provision of professional services to report its termination, in accordance with the provisions of article 29 of this Law.

In the event that the professional administrator does not comply with the provisions of the preceding paragraph, the Supervisory Committee will convene a General Assembly, to report to it the performance of the administrator and, where appropriate, appoint the new administrator or renew with This is the contract for the provision of professional services.

Exceptionally, when due to force majeure or an obvious fortuitous event, this General Assembly has not been called, or has been called, or a new administrator is not appointed or appointed, he may call thirty calendar days after the conclusion of his contract.

If the calls provided for in the preceding paragraphs do not result in the appointment of the administrator, the indicated period will be extended for a further fifteen calendar days. After this extension, the Vigilance Committee will assume the functions of administrator and will call a General Assembly to designate the new administrator.

**Cause of administrator removal**

**Article 36.** The causes of removal of the joint owner administrator are:

**I.**  Failure to keep the minutes book of the General Assembly

or the loss of it;

**II.** Failure to comply with its obligations to carry out urgent conservation and maintenance acts, and those determined by the General Assembly;

**III.**  Refrain from executing the decisions made in the General Assembly;

**IV.** Poor management of the administration and maintenance fund, and the reserve fund, as well as that of extraordinary fees;

**V.** Refuse to call the General Assembly; and

**VI.** The others indicated in this Law, the articles of incorporation of the

regime and internal regulations.

**Termination of office of the professional administrator**

**Article 37.** The position of professional administrator will end in the cases established in the contract for the provision of professional services and in those established by this Law.

**Delivery reception**

**Article 38.** When the General Assembly designates a new administrator, the outgoing must deliver to the incoming administrator, with the participation of the Supervisory Committee or whoever designates the General Assembly, in a term not exceeding seven days natural as of the day following the new appointment, all documents including account statements, minute book of the General Assembly, securities, furniture, real estate and other assets that it had under its protection and responsibility.

From what is established in the previous paragraph, a record will be drawn up to be signed by those who intervene.

After seven calendar days, the incoming administrator may initiate the corresponding administrative, civil or criminal actions.

**Faculties**

**Article 39.** The powers of the administrator are:

**I.** Keep a book of minutes of the General Assembly;

**II.**  Carry out all the acts of administration and conservation that the condominium requires in its areas and goods for common use;

**III.**  Take care and watch the condominium assets and common services;

**IV.** Promote the integration, organization and development of the community;

**V.** Represent and execute the decisions made in the General Assembly, in the Council of Administrators;

**VI.**  Collect and keep the minutes books of the General Assembly and the documentation related to the condominium, which may be consulted by the owners who are up to date with the payment of ordinary and extraordinary fees, as well as by any authority that requests it. The delinquent condominium owners will only be able to consult them during the period of seven calendar days before the celebration of the General Assembly and of seven calendar days after this, or in the term indicated by the internal regulations;

**VII.**  Give written information to the owners and owners that request it, regarding the status of the administration and maintenance funds, and the reserve status. The delinquent condominium owners will only be provided with the information during the period of seven calendar days before the holding of the General Assembly and seven calendar days after it, or within the period established by the internal regulations; as well as submit semi-annual reports to the General Assembly on the administration's account statement;

**VIII.** Attend the adequate and efficient operation of the facilities and general services;

**IX.** Give notice to the municipal administrative unit, about the non-observance of the provisions of section VI of article 20 of this Law and, in the event that a green area suffers modification or damage;

**X.**  Contract the supply of water, electric energy, gas and other goods necessary for services, facilities and areas and goods for common use, dividing the amount of consumption in accordance with the provisions of this Law;

**XI.** Carry out the works for the adequate conservation of the respective units;

**XII.**  Inform the agreements of the General Assembly, unless it designates other people for such effect;

**XIII.** Collect from the owners or holders what each one should contribute for the administration and maintenance funds, and the reserve, as well as the extraordinary fees according to the procedures, periodicity and amounts established by the General Assembly or by the Rules of Procedure;

**XIV.** Carry out the administration and maintenance expenses of the condominium, charged to the corresponding fund, in the terms of the internal regulations or of the agreements of the General Assembly;

**XV.**  Grant receipt for any payment;

**XVI.** Deliver to each condominium owner, bimonthly or within the period indicated by the General Assembly, a statement of account of the condominium with the approval of the Surveillance Committee, obtaining proof of who receives it, which will contain:

a) The detailed list of income and expenses of the previous period;

b) The amount of contributions and outstanding fees. The administrator will have at the disposal of the joint owners who request it, a detailed list of them, reserving for personal security the personal data of the joint owners or holders, which may only be known by the members of the Surveillance Committee or some authority that requests them in a well-founded manner. and motivated;

c) The balance of the bank accounts, of the resources in investments, with mention of interests;

d) The detailed list of accounts payable to providers of goods and services of the condominium; and

e) The detailed relation of the defaulters and the amounts of their debt. The condominium owner will have a term of eight calendar days from the day following the delivery of said documentation, to formulate the observations or objections that consider relevant. Once this period has elapsed, it is considered that it agrees with it, subject to the approval of the General Assembly;

**XVII.** Convene the General Assembly in the terms established in this Law and in the internal regulations;

**XVIII.** Represent the owners or owners for the contracting of premises, spaces or facilities of common property that are the object of lease, loan or that are destined to trade, in accordance with the provisions of the General Assembly and internal regulations;

**XIX**. Comply, care for and demand, with the representation of the owners or owners, compliance with the provisions of this Law, the deed constituting the regime and the internal regulations, requesting the support of the corresponding authority, where appropriate;

**XX.** Comply with the provisions dictated by the Civil Protection Law for the State of Guanajuato and its Regulations;

**XXI.** Initiate the corresponding procedures against the condominium owners, owners, inhabitants of the condominium in general, or against those who grant the constitutive deed of the regime, who do not comply with their obligations and incur violations of this Law, the constitutive deed of the regime and the internal regulations, in coordination with the Vigilance Committee;

**XXII.**  Promote and promote, at least once a year, in coordination with the authorities, a day to disseminate the guiding principles that make up the condominium culture;

**XXIII.**  Disseminate and promote among the owners, owners and inhabitants of the condominium, the knowledge of this Law, the constitutive deed of the regime and the internal regulations;

**XXIV.** Issue under your responsibility and according to the accounting of the condominium, the proofs of no debt, for ordinary and extraordinary quotas, and other quotas that the General Assembly has determined, for each privately owned unit, when requested by the owner, the owner, as well as by the jurisdictional authorities. Said proof will be issued by the administrator in a term not exceeding five business days, from the day following the day in which the administrator has received the request;

**XXV.** Settle disputes arising from acts of nuisance among the owners, owners or inhabitants and, in general, to maintain peace and tranquility among them;

**XXVI.** Request the presence of a mediator and conciliator from the State Center for Alternative Justice, to attend the General Assembly on whose agenda they intend to resolve conflicts between joint owners, owners, administrators or members of the Vigilance Committee;

XXVII. Comply with all administrative, federal or local obligations related to the property as a whole; and

**XXVIII.** Carry out the other functions and comply with the obligations established by this Law, the articles of incorporation of the regime and the internal regulations.

**Mandatory provisions issued by the administrator**

**Article 40.** The measures that it takes and the provisions that the administrator dictates, within its faculties, will be obligatory for all owners and owners, unless the General Assembly modifies or revokes them.

**Board of Directors**

**Article 41.** For the administration of the totality of the goods of common use of the condominium complex, the administrators will elect a Council of Administrators, according to the rules foreseen by article 24 of this Law.

The Board of Directors will be made up of:

**I.** A president, who will have the functions and obligations contained for the administrator;

**II.**  A secretary, who will be in charge of the administrative activities related to updating and managing the minutes books of the Board of Directors, creditors, files and other documents necessary for the proper functioning of the administration; and

**III.**  A treasurer, who will be responsible for the internal accounting management of the administration, and must be jointly and severally responsible with the administrator to keep updated the account statements of the administration, without being able to have availability or exercise them.

**Accreditation of compliance with obligations**

**Article 42.** The members of the Board of Directors must accredit the General Assembly of the fulfillment of their obligations as joint owners from the beginning and during the entire period of their management.

**Third section**

**Surveillance Committee**

**Integration**

**Article 43.** The condominiums that have at least ten privately owned units, must have a Vigilance Committee made up of two or up to five condominium owners, depending on the number of privately owned units, appointing from among them a president and from one to four members, who will act in a collegial manner, and their decisions will be made by simple majority. In the event of a tie, the President will have a casting vote. A minority that represents at least twenty percent of the initial total value of the property, will have the right to appoint one of the members.

**Duration of the charge**

**Article 44.** The designation of the members of the Vigilance Committee will be for two years or for the term determined by the internal regulations, or until they are removed from their post by the General Assembly, performing in an honorary manner. Its members may be ratified for a consecutive period.

**Attributes**

**Article 45.** The Vigilance Committee will have the following powers:

**I.**  Make sure that the administrator complies with the agreements of the

General Assembly;

**II.** Review bimonthly or with the periodicity indicated by the General Assembly, all the documents, vouchers, accounting, minute books, account statements and, in general, all the documentation and information related to the condominium;

**III.**  Supervise that the administrator carries out the fulfillment of its functions;

**IV.**  Contract and terminate the professional services that would have been contracted on an exceptional basis;

**V.**  If applicable, give your consent to carry out the works for the maintenance of the condominium;

**VI.**  Verify and issue an opinion on the account statements that the administrator or administrators must render before the General Assembly, indicating their omissions, errors or irregularities;

**VII.**  Verify and supervise the investment of the funds;

**VIII.**  Report to the General Assembly on its observations on the

condominium administration;

**IX.**  Assist the administrator in observations to the owners, owners or inhabitant in general, on the fulfillment of their obligations;

**X.** Call a General Assembly in the event of section VI of article 29 of this Law;

**XI.** Request the presence of a notary public in the cases provided for in this Law, or in those deemed necessary;

**XII.** Request, when convening the General Assembly, the presence of a mediator and conciliator from the State Center for Alternative Justice, to attend the General Assembly on whose agenda it is intended to resolve conflicts between owners or owners, or between them and the administrator or the Supervisory Committee;

**XIII.**  Hold the legal representation of the condominium by prior agreement of the Extraordinary General Assembly, when it is required to file a lawsuit against the administrator;

**XIV.**  Perform the functions of administrator in the event of his death, or absence of his functions for a month;

**XV.**  Accredit to the General Assembly the fulfillment of its obligations of joint owners from the beginning and during the whole of its management;

**XVI.**  Make effective the bond granted by the professional administrator, by agreement of the Extraordinary General Assembly, when due to the deficient or negligent performance in the position of the former, it produces damages or prejudices to the condominium, without prejudice to other civil or criminal actions that may proceed; and

**XVII.**  The others that derive from this Law, and from the application of others that impose duties to its charge, as well as the constitutive deed of the regime and the internal regulations.

**Joint and several liability**

**Article 46.** The members of the Supervisory Committee shall be jointly and severally liable, together with a subsidiary in relation to the administrator or administrators, for the damages and losses caused to the owners by the omissions, errors or irregularities of the administrator or administrators who, having known them, have not timely informed to the General Assembly.

**Integration of the Surveillance Committee of the condominium complex**

**Article 47.** The condominium complex will have a Surveillance Committee made up of the presidents of the Surveillance Committees of the condominiums that make up the complex, appointing a coordinator among them. The appointment will be made in session of this body and the Board of Directors will be informed within the five calendar days following its election.

The integration of the Surveillance Committee of the condominium complex and the election of the coordinator will be carried out 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 will have the same functions related to the administration of areas and goods of common use of the Surveillance Committee of the condominium.

**Chapter V**

**Destruction and reconstruction of the building**

**Destruction and reconstruction**

**Article 49.** In the event that the condominium is destroyed in its entirety or in a proportion that represents, at least three-fourths of its value, any of the condominium owners may request the division of the land and the remaining assets, with In accordance with the general provisions on joint ownership established by the Civil Code for the State of Guanajuato.

If the destruction does not reach the severity indicated in the previous paragraph, the Extraordinary General Assembly may agree on the reconstruction.

The condominium owners who remain in the minority will be obliged to contribute to the reconstruction in the corresponding proportion, or to sell their rights to the majority, according to expert opinion rendered by an expert registered by the Council of the Judiciary, by a bank expert, by a tax expert authorized by the municipality, or by public corridor, appointed by mutual agreement by the interested parties. In the absence of such agreement, the expert will be judicially appointed in the voluntary jurisdiction path promoted by the party requesting the sale, with the hearing of the administrator and the Surveillance Committee.

The same rules will be observed in case of ruin or aging of the condominium constructions that make its demolition necessary.

**Proportionality to contribute to reconstruction**

**Article 50.** In the case of condominiums consisting of several separate bodies in its structure and foundation and with independent accesses to the public highway, and the damages are not of equal magnitude in each of them, the proportions indicated in the previous article shall considered in isolation in each body.

**Chapter VI**

**Rules of Procedure**

**Content**

**Article 51.** The internal regulations will contain, without contravening the provisions of this Law and the constitutive deed of the regime, the provisions that due to the specific characteristics of the condominium are considered necessary, referring in an illustrative but not limiting way, the following:

**I.** The rights, obligations, prohibitions and limitations to which the owners and owners are subject;

**II.** The procedure for the collection of ordinary and extraordinary fees;

**III.**  The criteria for setting the amount and frequency of collection of the administration and maintenance funds quotas, and the reserve amount;

**IV.**  The convenient measures for the best administration, maintenance and operation of the condominium;

**V.**  The necessary dispositions that propitiate the integration, organization and development of the community;

**VI.** The general criteria to which the administrator will be subject for hiring third parties of premises, spaces or facilities of common property that are the object of lease or loan, upon agreement of the General Assembly;

**VII.**  The type of assemblies to be held;

**VIII.** The president's measures to keep order in the

development of the General Assembly;

**IX.** The type of administration;

**X.** Obligations and requirements for the administrator and the members of the Vigilance Committee, additional to those established in this Law;

**XI.**  Causes for removal of the joint owner administrator and the members of the Vigilance Committee;

**XII.** Causes for removal or termination of the contract for the provision of independent professional services concluded with the professional administrator;

**XIII.** The basis for its modification, in accordance with the provisions of this Law, the articles of incorporation of the regime and other applicable laws;

**XIV.** The establishment of provisional measures in cases of temporary absence of the administrator or members of the Supervisory Committee;

**XV.** The determination of criteria for the use of areas and goods for common use, especially for those that should be used exclusively for people with disabilities, be they joint owners, owners or relatives who live with them;

**XVI.**  Determine, where appropriate, the measures and limitations for owning animals in privately owned units or common areas;

**XVII.**  Contributions for the constitution of administration and maintenance funds, and reserve funds, as well as any other determined by the General Assembly

**XVIII.** The determination of criteria for matters that require a special majority in case of voting and are not provided for in this Law;

**XIX.**  The bases for the elaboration of the internal program of civil protection, as well as the formation, where appropriate, of committees in this matter;

**XX.** The obligation of joint owners, holders, administrators or members of the Vigilance Committee, to go to the State Center for Alternative Justice to resolve their conflicts, before promoting them in court. In the event that one goes to the courts, without respecting this commitment, the procedural exception of mediation and conciliation commitment shall proceed, except as established in the last paragraph of article 19 of this Law; and

**XXI.** The matters reserved by this Law and the constitutive deed of the regime.

**Integration to the appendix of the notarial protocol**

**Article 52.** A copy of the internal regulations must be included in the appendix to the notarial protocol.

**Mandatory internal regulations**

**Article 53.** Any acquirer or occupant of a privately owned unit is obliged to abide by the internal regulations.

In the lease contracts and in the documents that record any other transferring act of use on a privately owned unit, a copy of the internal regulation, signed by the parties, must be attached.

**Chapter VII**

**Payment and destination of fees, and expenses borne by the owners**

**Payment and destination of fees**

**Article 54.** The owners and, where appropriate, the holders, are obliged to promptly cover the fees established for this purpose by the General Assembly, which will be used to:

**I.** Constitute the administration and maintenance fund destined to cover the current expenses generated in the administration, operation and non-individualized services of the common areas and green areas of the condominium, as well as the remuneration of the professional administrator. The amount of the quotas in charge of each condominium owner or holders will be established by distributing the expenses in proportion to the undivided percentage that each privately owned unit represents;

**II.**  To constitute the reserve fund destined to cover the expenses of acquisition of tools, materials, implements, machinery and labor that the condominium, works and maintenance must have. The amount of the quota will be established in proportion to the undivided percentage that each private property unit represents; and

**III.** Extraordinary expenses, when:

a) The administration and maintenance fund is not enough to cover an extraordinary expense. The amount of the quota will be established in proportion to the undivided percentage that each private property unit represents; or

b) The reserve fund is not sufficient to cover the purchase of any tool, material, implement, machinery, paint, waterproofing, change of pumps, washing of tanks, change of infrastructure networks, labor for the timely and proper performance of works, maintenance, major repairs, among others. The amount of the fee will be distributed as established for the reserve fund.

**Expenses borne by the owners**

**Article 55**. In the case of common goods exclusively for some condominium owners, as in the case of dividing ceilings and floors, and walls or other divisions that have the same character, the expenses originated by said assets will be borne by the respective condominium owners.

The condominium owners of the last floor, or of the apartments, houses or premises located on it, will pay for the roof works only in its interior part; and the owners of the ground floor or apartment, homes or premises that are part of it, the works that need the floors or pavements, only in the part that is within their property.

When it comes to things or services that benefit the owners in different proportions, the expenses may be distributed proportionally to their undivided.

**Special expenses in charge of the benefited owners**

**Article 56.** When a construction consists of different parts or comprises works or installations, whatever they may be, intended to serve only part of the complex, it may be established in the deed of the regime or in the internal regulations, that the relative special expenses will be in charge of the group of beneficial owners. Also in the case of stairs, elevators, hoists and other elements, devices or installations whose use will be variable by the owners, they will be covered proportionally to their undivided.

**Expenses for repair of hidden defects**

**Article 57.** When in the condominium there are hidden defects that affect the common property and it is not possible to obtain reparation or compensation from the person who constituted it or from the seller, the necessary works for the repair of the property will be for the account of all the owners, in the proportion of the undivided percentage that each private property unit represents over the initial total value of the property.

**Prohibition to excuse payment of fees**

**Article 58.** Ordinary and extraordinary administration and maintenance fees will not be subject to compensation, personal exceptions or any other event that may excuse their payment.

The General Assembly may only agree to exempt the joint administrator from payment of ordinary fees, while he is exercising said position.

The financial resources, in cash, in bank accounts or any other type of assets, as well as the assets and liabilities resulting from the fees or other income of the condominium, will be integrated into the funds.

**Investment of funds**

**Article 59.** By agreement of the General Assembly, taken by a special majority of at least seventy-five percent of the votes of all the owners, the funds may be invested in investment securities at sight of minimum risk, preserving the liquidity necessary to settle short-term obligations. The type of investment must be authorized by the General Assembly, by simple majority. The General Assembly will determine annually the percentage of the fruits or profits obtained by the investments that must be applied to each one of the funds of the condominium.

**Destination of the fruits or profits**

**Article 60.** The General Assembly will determine annually the percentage of the fruits or utilities obtained by the lease of the goods of common use that must be applied to each one of the funds of the condominium.

**Consequences for non-payment**

**Article 61.** The quotas that the condominium owners and holders do not cover in a timely manner on the dates and under the formalities established in the General Assembly or in the internal regulations, will cause default interest at the rate established by the General Assembly or in the internal regulations. In the absence of stipulation of the type, the legal interest will apply.

The foregoing, regardless of the sanctions to which creditors are made according to the decisions taken by the General Assembly.

**Proof of proof of non-debt in the**

**celebration of the transferring domain contract**

**Article 62.** When a transfer of ownership contract is concluded in relation to a privately owned unit, the transferor must provide the acquirer with proof of non-debt, among others, of the payment of ordinary administration and maintenance fees, and of reserve, as well as of extraordinary quotas in his case, issued by the administrator.

The acquirer of any privately owned unit becomes jointly and severally liable for the payment of existing debts in relation to it, except in the case that the administrator has issued and delivered the proof of no debts indicated above.

The notary public will state that the alienation declared, under protest to tell the truth, that he delivered to the purchaser the proof of no debt. The omission of this obligation will be a reason for liability under the terms of the Law of Notaries 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 will be applicable to this Chapter, as long as they do not oppose what is stated in it.

**Request for proof of classification**

**of housing of social or popular interest**

**Article 64.** The condominium owners may, through their administrator and without detriment to their property, request the competent authorities to issue the official certificate that accredits it within the classification of housing of social or popular interest for the payment of any service. or tax whose fee is subject to an economic classification. The authority will be obliged to respond on the origin or not of the request within a maximum period of

fifteen business days.

**Supports for housing units**

**Article 65.** The competent authorities must adopt the administrative and technical measures that facilitate and stimulate the constitution of the condominium property regime of the housing units of social or popular interest.

Likewise, they will support with the resources provided in the public administration programs for this purpose, in the construction of urban infrastructure in the neighborhoods and housing units, and for the improvement and major repairs of the common areas of the condominium, except those for current expenditure. .

To be subject to the benefits determined in this article, you must prove that you are incorporated under the condominium property regime and have the internal organization established in this Law, presenting a copy of the deed constituting the regime, the internal regulations and the minutes. of the General Assembly that approves the request.

**Quorum and voting**

**Article 66.** Each condominium owner shall count for the integration of the quorum in the General Assembly and shall have one vote for the unit of proprietary property of which it is the owner, regardless of the proportion of the undivided.

The voting of the joint owners in the General Assembly, in addition to the economic voting, may also be carried out through the use of ballot boxes and the secret vote. The Supervisory Committee will be in charge of the organization, execution and qualification of the votes carried out by these methods.

**Criteria for determining the amount of fees**

**Article 67.** The quotas in charge of the condominium owners and, where appropriate, of the owners, will be set based on the number of privately owned units of which the condominium is composed, regardless of the proportion of the undivided, except for the arranged in the following paragraph.

When in a condominium of social interest there are also privately owned units of use other than residential, the General Assembly will determine the amount de las cuotas, las que no serán inferiores a la mínima que se pague por una vivienda ni superior al doble de ésta, o en su defecto, se fijará por criterio comercial.

**Publication of account statements**

**Article 68.** The administrator of the condominiums of social or popular interest, will place bimonthly in one or two visible places of the condominium or in the places established in the internal regulations, the account statements of the condominium, which will show:

**I.** Total income and expenses by item;

**II.**  The amount of the installments pending payment; and

**III.** The creditor relationship.

In the same way, it will inform the application of resources in the areas and goods of common use, as well as the execution of programs, budgets, subsidies and other actions where the Public Administration intervened.

When the administrator omits compliance with these obligations, any joint owner may request compliance.

**Chapter IX**

**Condominium culture**

**Promotion and guiding principles**

**Article 69.** The promotion of community culture will be carried out through activities that contribute to generating the actions and attitudes that allow for healthy coexistence, respect and reciprocal observance of the rights and obligations between the owners, between them and the owners and , in general, of any inhabitant of a condominium.

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

**Advice for civil associations**

**Article 70.** The municipal authorities will assist and advise in the creation and operation of civil associations oriented to the diffusion and development of the condominium culture, as well as to citizen initiatives related to it.

**Orientation and training**

**Article 71.** The municipal administrative unit will provide homeowners, owners and administrators with guidance and training through various courses and workshops on residential matters once a year, in coordination with housing agencies and other public and private agencies and institutions. .

Any person who is an administrator, member of the Supervisory Committee or of the Council of Administrators, must prove their attendance at the training and updating courses given by the authorities, at least once a year.

**Organization of committees**

**Article 72.** The owners or owners may be organized into committees to attend, with the collaboration of the authorities, socio-cultural issues and matters related to the environment, security and civil protection, sport, works and infrastructure and public services, among others. The internal regulations will establish its integration and functions.

**Chapter X**

**Surveillance and penalties**

**Municipal jurisdiction**

**Article 73.** It is the responsibility of the municipality, through the administrative unit that it determines, to verify the fulfillment of the rights and obligations of owners and owners with respect to the areas of common use and of condominium culture, as well as to impose sanctions for their non-compliance.

**Powers of the municipal administrative unit**

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

**I.**  Keep and update a registry of the real estate constituted under the condominium property regime and of the designated or contracted administrators;

**II.**  Obtain the internal regulations of the condominiums;

**III.**  Advise the owners, owners and administrators in the

compliance with this Law;

**IV.** Receive and attend to complaints and denunciations for the probable breach of this Law, the internal regulations and the corresponding municipal regulations;

**V.**  Carry out inspection or verification visits in accordance with the provisions of the Code of Procedure and Administrative Justice for the State of Guanajuato; and

**VI.**  Punish those who breach this Law, the internal regulations and the corresponding municipal regulations.

**Penalty of fine**

**Article 75.** The municipal administrative unit may sanction the owners, owners, administrators or members of the Surveillance Committee who fail to comply with the obligations provided for in this Law, the charter establishing the regime, the internal regulations or the corresponding municipal regulations, with a fine:

**I.**  From one to ten times the Unit of Measurement and Daily Update, when the goods, services or areas of common use have been damaged by misuse or negligence. This sanction will be applied independently of the obligation to pay the damage or reestablish it;

(Reformed fraction. P.O. July 1, 2016)

**II.**  From fifteen to thirty times the Unit of Measurement and Daily Update, when they fail to comply with the prohibitions indicated in sections II and III of article 20, as well as with the obligation established in article 54 of this Law;

(Reformed fraction. P.O. July 1, 2016)

**III.** Twenty to thirty times the Unit of Measurement and Daily Update, for the non-observance of those established in sections V, VIII, IX and X of article 20 of this Law;

(Reformed fraction. P.O. July 1, 2016)

**IV.**  Twenty to forty times the Unit of Measurement and Daily Update, when they contravene the provisions of section IV of article 20 and article 22 of this Law; and

(Reformed fraction. P.O. July 1, 2016)

**V.**  From fifty to three hundred times the Unit of Measurement and Daily Update, when the provisions of sections I, VI and VII of article 20 of this Law are violated.

(Reformed fraction. P.O. July 1, 2016)

For the application of the sanctions established in this article, the municipal administrative unit shall consider the seriousness of the offense committed, the magnitude of the damage caused and the financial capacity of the offender.

The sanctions established in this Law are independent of those derived from other legal systems.

The payment of the fine imposed by the municipal administrative unit does not free the offender from complying with his obligations derived from the condominium regime.

**Procedure to impose sanctions**

**Article 76.** The procedure for the imposition of sanctions referred to in the previous article, will be resolved within a period not exceeding fifteen calendar days after receipt of the complaint or denunciation.

The municipal administrative unit may discharge all the procedures for clarifying the facts and investigating the truth.

Persons subject to this procedure will have their right to a hearing before the municipal administrative unit respected and they will be able to allege what is in their interest.

**Destination of fines**

**Article 77.** The resources that are collected by virtue of the fines referred to in the previous article, will be destined to the promotion of the condominal culture.

**Chapter XI**

**Condominal conflicts and how to resolve them**

**Conflict resolution form**

**Article 78.** In the cases in which the exercise of the rights or the fulfillment of the obligations of the joint owners, holders, administrators or members of the Vigilance Committee give rise to conflicts due to the non-observance of the provisions of this Law, of the articles of incorporation of the regime, internal regulations and applicable regulations, those who intervene in these conflicts will go to the Regional Headquarters of the corresponding State Center for Alternative Justice, to request the intervention of a mediator and conciliator so that, through the application of self-composition assisted, conflicts are resolved in the terms and with the effects established in the Law of Alternative Justice of the State of Guanajuato.

When the mediation and conciliation in court does not produce the conclusion of an agreement that resolves the conflict and it continues to be externalized in behaviors that affect the household harmony, the administrator or the Vigilance Committee, at the request of one of those who are involved in The conflict will convene an Extraordinary General Assembly, on whose agenda it is indicated that one of its purposes will be to resolve the conflict. For this effect, the nature of the latter and the people between whom the conflict has arisen will be specified.

The convenor of the Extraordinary General Assembly will request the presence of an itinerant mediator and conciliator from the State Center for Alternative Justice, informing the corresponding deputy director, the reason for the request, the date, time and place where the Assembly will be held and, in his case, he will send the pertinent documents so that the assistance of the staff of the State Center for Alternative Justice can be scheduled in a timely manner.

**Appointment of the mediator and**

**conciliator and intervention in the Assembly**

**Article 79.** Upon receiving the request, the State Center for Alternative Justice will proceed to integrate the corresponding file, to qualify the mediability of the conflict and to issue the agreement in which the mediator and conciliator designated for that purpose will be empowered, to come with character of itinerant to the celebration of the Extraordinary General Assembly and can provide technical assistance by letting off the agenda item in which it will be decided

the conflict.

The mediator and conciliator will explain to those present that everything that is said during the procedure that will conclude with the agreement of the Assembly that will become an agreement, may not be a matter of testimonial or confessional in any contentious trial.

**Solution proposals**

**Article 80.** By venting the agenda item related to the conflict resolution, any of the members of the General Assembly, including those involved in the conflict, may propose solutions to resolve the conflict, same as after being analyzed , those that are considered viable will be selected, taking into account, among other things, coercive executability of the solution in case it was not voluntarily accepted by the obligor.

Once the solution proposals have been analyzed and selected, they will be put to the vote and the one with the simple majority will be considered mandatory. In the case of conflicts in privately owned units, it will be considered mandatory as long as the parties to the conflict have consented to the solution.

**Agreement**

**Article 81.** The decision of the Assembly that resolves the conflict will be formalized by the mediator and conciliator in the form of an agreement, which will be signed by the administrator, the members of the Vigilance Committee and the assistants who wish to do so, who will come by themselves or through of a delegate appointed for this purpose, within the period of five calendar days to ratify it before the deputy director of the Regional Headquarters of the State Center for Alternative Justice that corresponds, so that, if appropriate, it is elevated to the category of res judicata so that it can produce the executive effects in the terms of fraction III of article 446 of the Code of Civil Procedures for the State of Guanajuato.

**Execution of the agreement**

**Article 82.** In case of breach of the obligations contracted in the agreement referred to in the previous article, any of the ratifying parties may promote its execution before a Civil Party Judge, in the same way that the execution of a sentence is requested. that has been caused.

**Transients**

**Beginning of the Law**

**First article.** This Law will enter into force ninety days

following its publication in the Official Gazette of the State Government.

**Adoption and regularization to the new**

**condominium property regime**

**Second Article.** The condominium property regimes existing in the State as of the date of entry into force of this Law, will have one year to constitute a General Assembly to elect administrators, to approve, if appropriate, its internal regulations and to modify the articles of incorporation. of the regime that according to this Law are obliged, as long as acquired rights are not affected.

The condominiums existing at the date of entry into force of this Law, and that do not meet the requirements established therein, will have a term of one year to regularize.

To comply with the foregoing, the Government Secretariat will implement a regularization program in which the facilities that make its regularization possible are established.

**Deadline to modify or issue**

**the Public Registry Regulation**

**Third Article.** The Governor of the State will have a period of thirty days from the entry into force of this Law, to make the modifications to the Regulations of the Public Registry of State Property from Guanajuato or, where appropriate, to issue a new one.

**Referrals to the provisions of the**

**Current condominium and condominium complex**

**Fourth Article.** When the Civil Code for the State of Guanajuato or some other legal order refers to the provisions related to the Condominium and Condominium Complex, contained in Section Two, Chapter Two, Fourth Title of the Second Book of the Civil Code for the State of Guanajuato, it shall be understood that refers to the Property Law in Real Estate Condominium

for the State of Guanajuato.

**TRANSITORY OF THE DECREE**

**Beginning of the decree**

**SOLE ARTICLE.** This decree will enter into force ninety days following its publication in the Official Gazette of the State Government.

**IT WILL BE UNDERSTOOD BY THE STATE CONSTITUTIONAL GOVERNOR CITIZEN AND WILL PROPOSE THAT IT IS PRINTED, PUBLISHED, CIRCULATED AND IS GIVEN THE DUE COMPLIANCE. GUANAJUATO, GTO., AUGUST 30, 2012.- ELVIRA PANIAGUA RODRÍGUEZ.- DIP. ACOSTA RODRÍGUEZ.- DEPUTY SECRETARY.- ALICIA MUÑOZ OLIVARES.- DEPUTY SECRETARY.- HEADING.**

Therefore, I command that it be printed, published, circulated, and given due compliance.

Given at the residence of the Executive Power, in the city of Guanajuato, Gto., On September 3, 2012.

**HÉCTOR GERMÁN RENÉ LÓPEZ SANTILLANA**

**THE SECRETARY OF GOVERNMENT**

**ROMÁN CIFUENTES NEGRETE**

**NOTE:**

**The transitory articles of the decree amending this Law are transcribed below.**

**P.O. July 01, 2016**

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

P.O. August 1, 2019

**Beginning of the decree**

**First article.** This decree will enter into force the day after its publication in the Official Newspaper of the Government of the State of Guanajuato.

**Update of municipal regulations**

**Second Article.** The municipalities must update the regulations and other provisions referred to in this decree, no later than one hundred and eighty days after its entry into force.

**Micro measurement update program**

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