

PARISH : SAINT JAMES
 PARCEL COMPRISES : All that parcel of land numbered 6
 on the plan of part of BOGUE ESTATE, SAINT JAMES.

Reference to title : Volume 1439 Folio 65
 Scale :1/1000

STRATA PLAN NO. 2678

Registered the 1st
 day of March 2016

Registrar of Titles *W. L. K.*

FIELD NOTES

LOT 6 = 5,141.567 m² - 0.5142 ha

From	Bearing	Distance(Metres)	To
151	S 52°52' E	82.459	115
115	S 08°42' W	7.582	116
116	S 33°08' W	16.743	36
36	S 45°11' W	19.543	35
35	S 51°16' W	16.427	34
34	S 61°19' W	13.915	33
33	S 71°42' W	11.117	32
32	N 77°05' W	5.235	31
31	N 51°27' W	6.580	30
30	N 15°28' W	9.949	29
29	N 28°25' W	9.439	28
28	N 45°12' W	10.643	152
152	N 14°12' E	77.230	151

OFFSETS & TIES

From	Bearing	Distance(Metres)	To
151	N 87°21' E	35.717	87
34	S 36°22' E	22.880	60
152	S 33°40' W	23.071	72

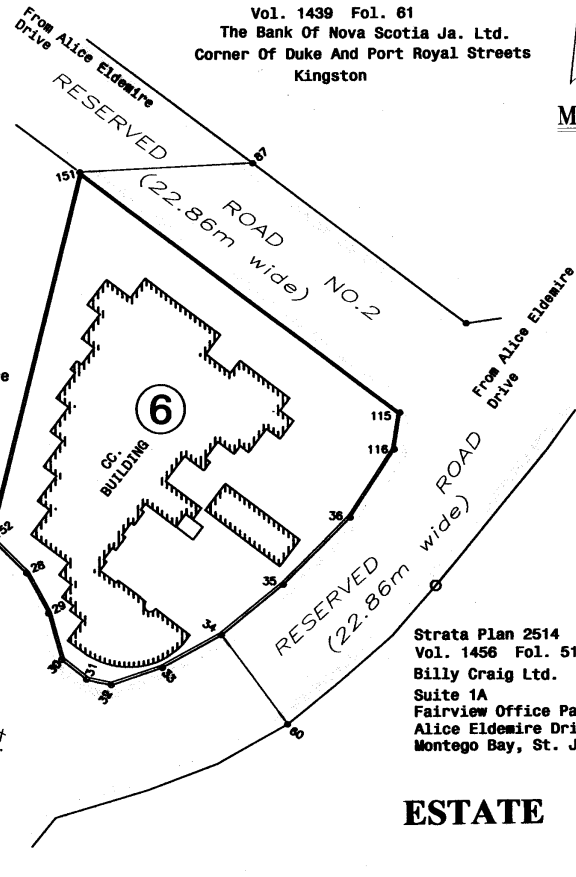
Lot 5
 Vol. 1439 Fol. 64
 The Radiation Oncology Centre
 Of Jamaica Ltd.
 1 Rippon Road, Kingston 5,
 St. Andrew

From Alice Eldemire
 Drive
 RESERVED RD. NO. 3
 (22.86m wide)

Lot 9
 Vol. 1439 Fol. 68
 Har-Nanak Inc.
 59 Church Street
 Montego Bay
 St. James

PART OF

Lot 1
 Vol. 1439 Fol. 61
 The Bank Of Nova Scotia Ja. Ltd.
 Corner Of Duke And Port Royal Streets
 Kingston



Strata Plan 2514
 Vol. 1456 Fol. 511
 Billy Craig Ltd.
 Suite 1A
 Fairview Office Park
 Alice Eldemire Drive
 Montego Bay, St. James

BOGUE

ESTATE

Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current Certificate of Titles	
Strata Lot No.	Unit Entitlement	Volume	Folio
1	381	1499	340
2	368	1499	341
3	287	1499	342
4	260	1499	343
5	568	1499	344
6	282	1499	345
7	142	1499	346
8	1128	1499	347
9	100	1499	348

The address for the service of the documents on the corporation is: Lot No. 6 on the plan of part of BOGUE ESTATE, St. James

I, Grantley Fitzgerald Kindness of
 Grantley Kindness & Associates
 Lot 811 Fairview Shopping Centre
 a surveyor commissioned under the Land Surveyors
 Law hereby certify that:

The buildings erected on the parcel
 described above is within the external
 boundaries of the parcel.

Date: Feb 02, 2016
 Signature: *Grantley Fitzgerald Kindness*

Approved by the Local Planning Authority
 for the purposes of the Registration
 (Strata Titles) Act 1968
 Approved on the Conditions set out in
 Attached Resolution passed on 3/3/16

Date: *3/3/16*
 Signature: *[Signature]*
 Signature: *[Signature]*
 Cllr Cllr

Secretary/Manager, St. J.P.C.

Date: *10/3/16*

PARISH : SAINT JAMES
 PARCEL COMPRISES : All that parcel of land numbered 6
 on the plan of part of BOGUE ESTATE, SAINT JAMES.
 Reference to title : Volume 1439 Folio 65
 Scale :1/1000

STRATA PLAN NO. 2678
 Registered the 18th day of March 2016
 Registrar of Titles *[Signature]*

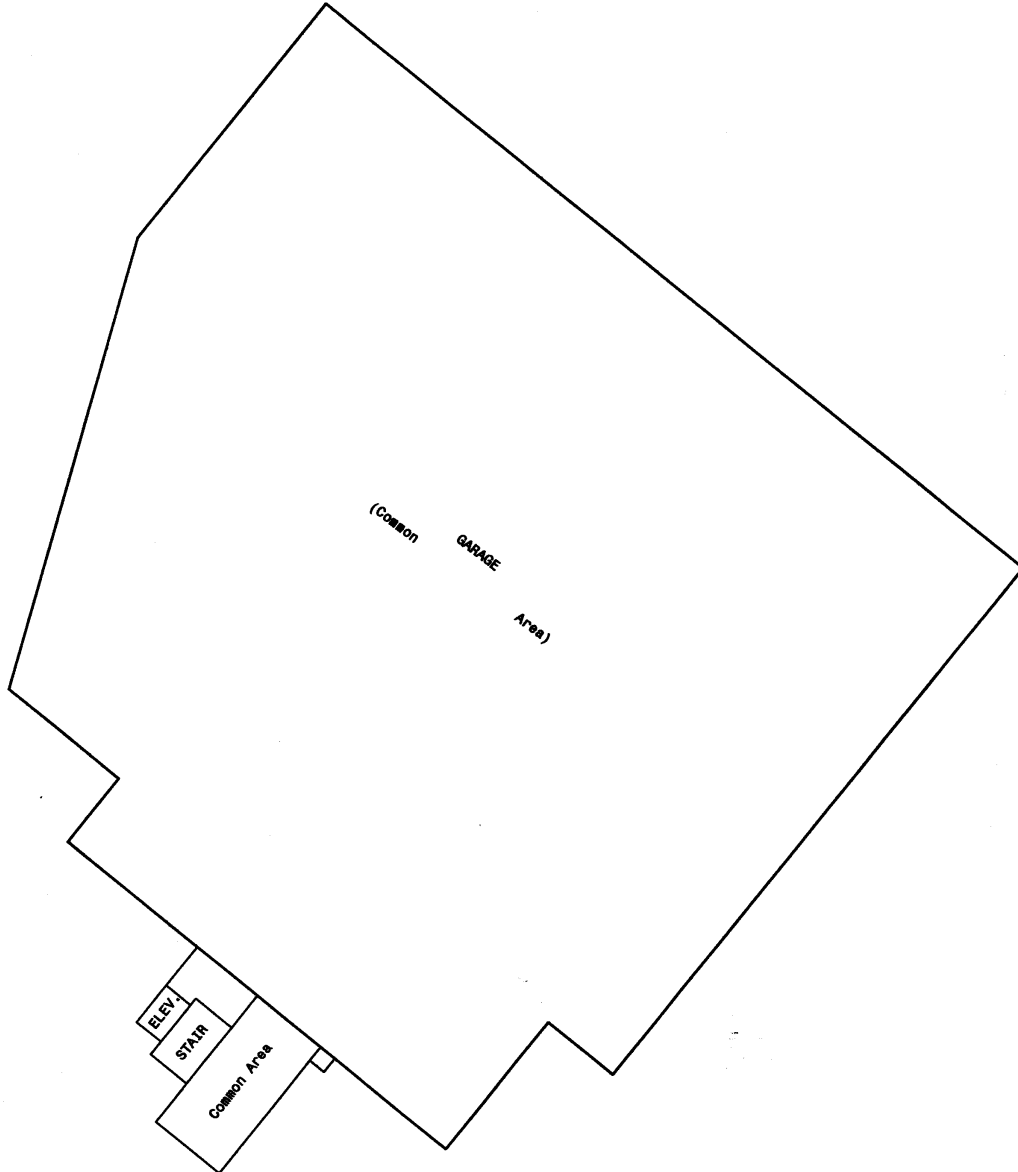
Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current Certificate of Titles	
Strata Lot No.		Volume	Folio
10	209	1499	349
11	363	1499	350
12	281	1499	351
13	298	1499	352
14	153	1499	353
15	787	1499	354
16	93	1499	355
17	95	1499	356
18	88	1499	357
19	76	1499	358
20	78	1499	359
21	129	1499	360
22	230	1499	361
23	2247	1499	362
24	76	1499	363
25	77	1499	364
26	76	1499	365
27	239	1499	366
28	83	1499	367
29	59	1499	368
30	76	1499	369
31	75	1499	370
32	78	1499	371
33	65	1499	372
34	76	1499	373
35	77	1499	374
36	114	1499	375
37	186	1499	376
AGGREGATE	10000		

[Large empty space for notes or signatures]

Approved by the Local Planning Authority
 for the purposes of the Registration
 (Strata Titles) Act 1968
 Approved on the Conditions set out in
 Attached Resolution passed on 3/3/16
 Date: 3/3/16
 Signed: *[Signature]* Clr
[Signature] Clr
 Secretary/Manager St. J.P.C.
 10/3/16

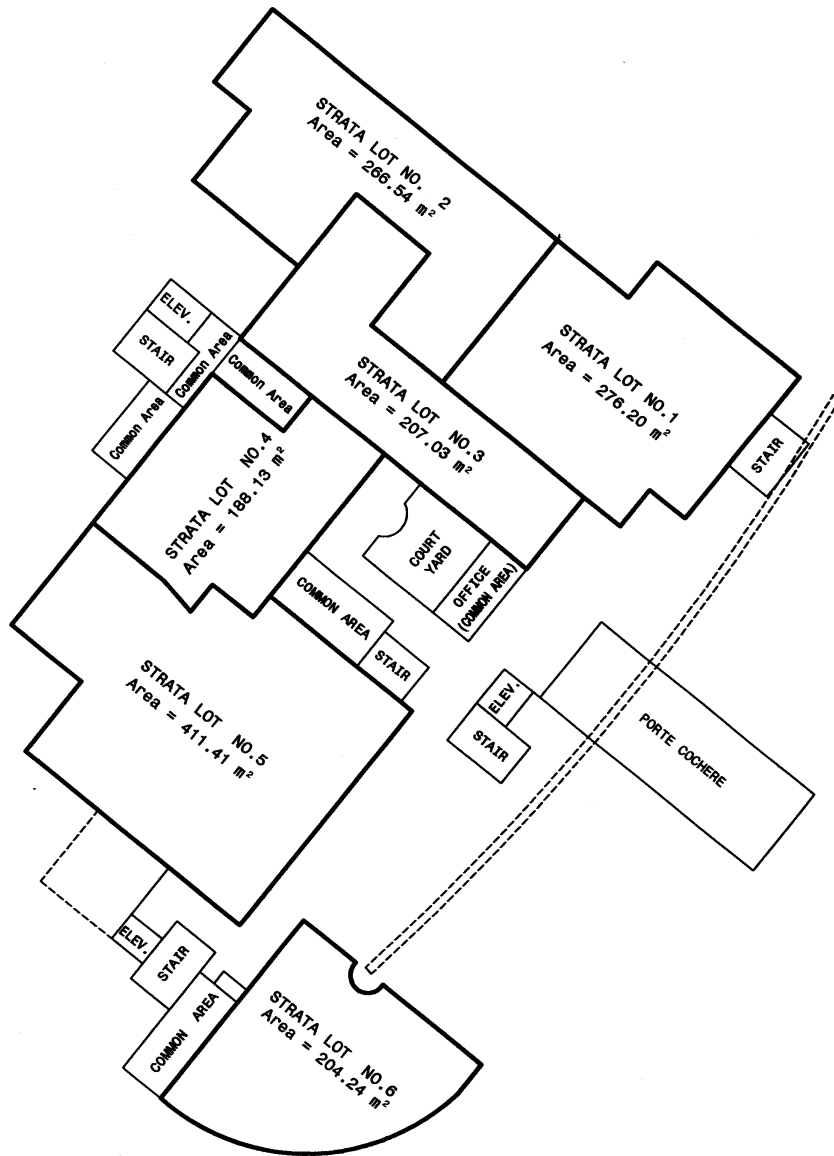
The address for the service of the documents on the corporation is: Lot No. 6 on the plan of part of BOGUE ESTATE, St. James

BASEMENT



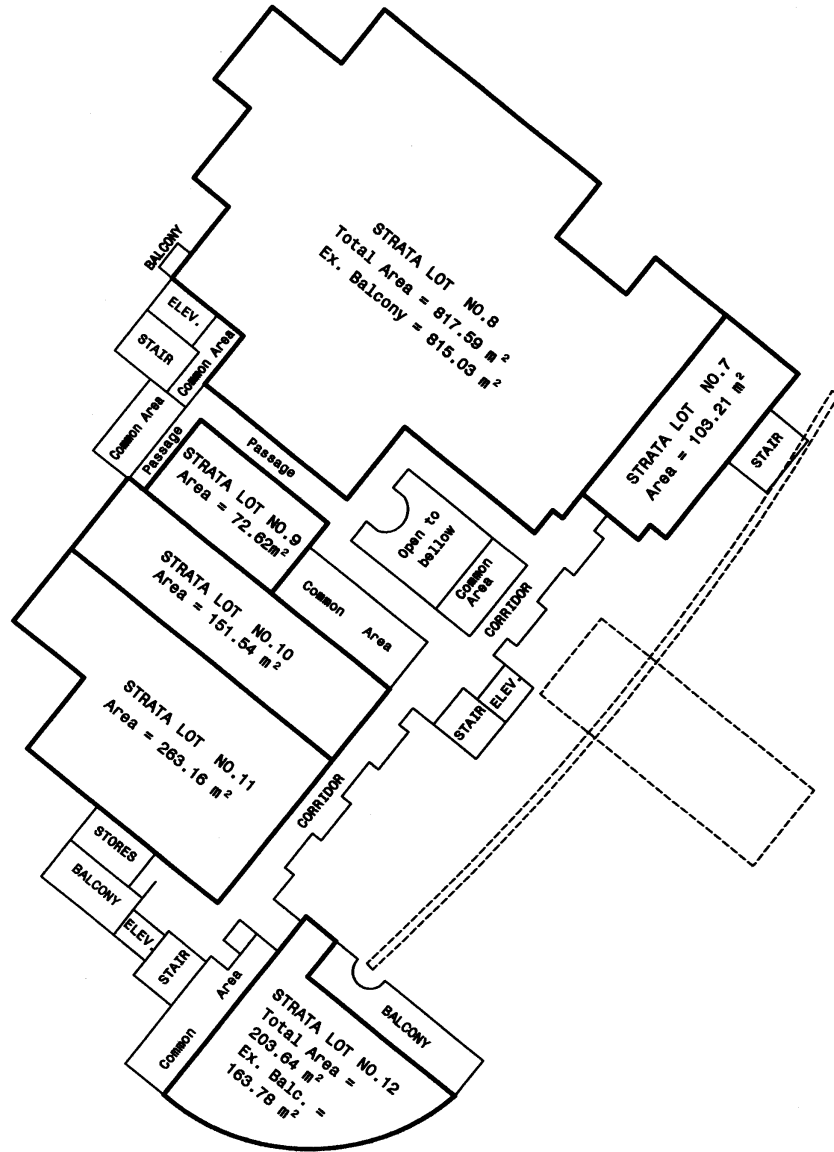
Approved by the Local Planning Authority
for the purposes of the Registration
(Strata Titles) Act, 1968
Approved on the Conditions set out in
Attached Resolution passed on 2/2/16
Date: _____
Mayor
Signature: _____
Clerk
Signature: _____
Date: 10/3/16

GROUND FLOOR



Approved by the Local Planning Authority for the purposes of the Registration (Strata Titles) Act 1968 approved on the Conditions set out in attached Conditions approved on 3/3/16	
Date:	3/3/16
Signature:	[Signature]
Designation:	Clr
Manager:	St. J.P.C.
Date:	10/3/16

FIRST FLOOR

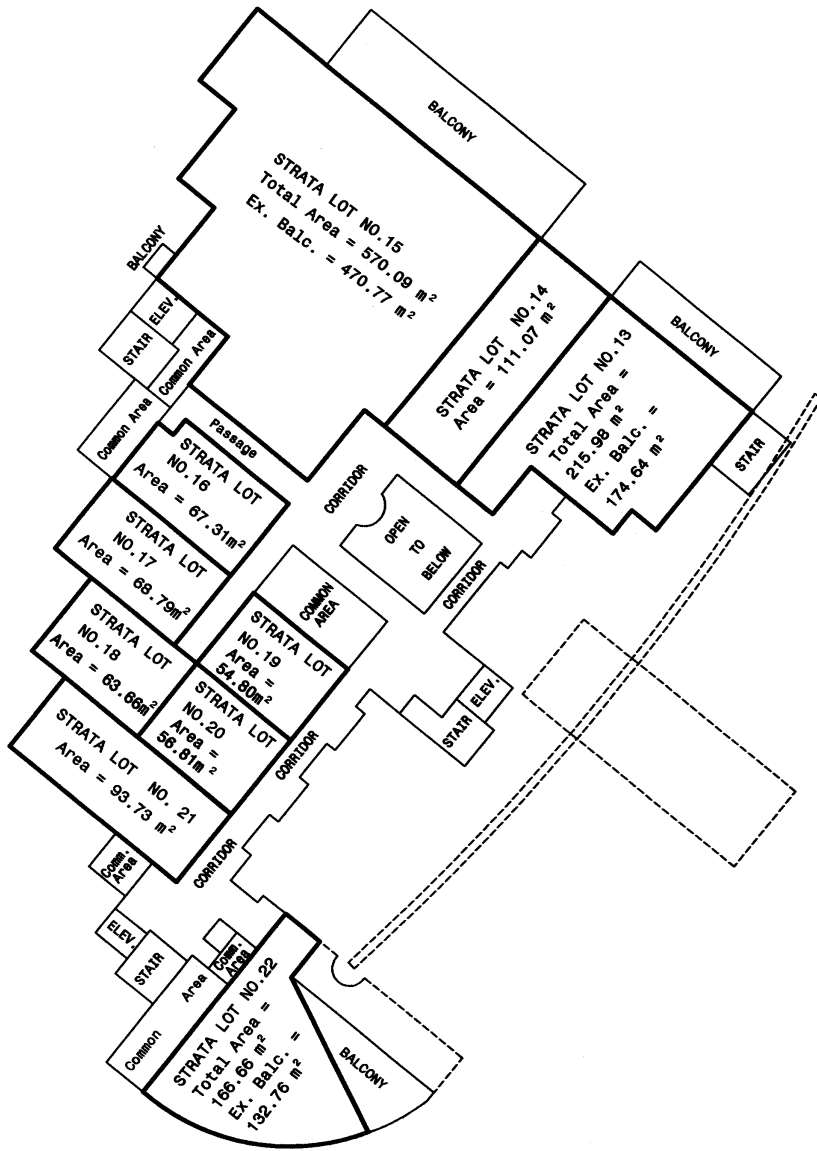


Approved by the Local Planning Authority
for the purposes of the Registration
(Strata Titles) Act 1968
Approved on the Conditions set out in
Attached Resolution passed on 2/3/16

Signed: _____
Date: 18/3/16

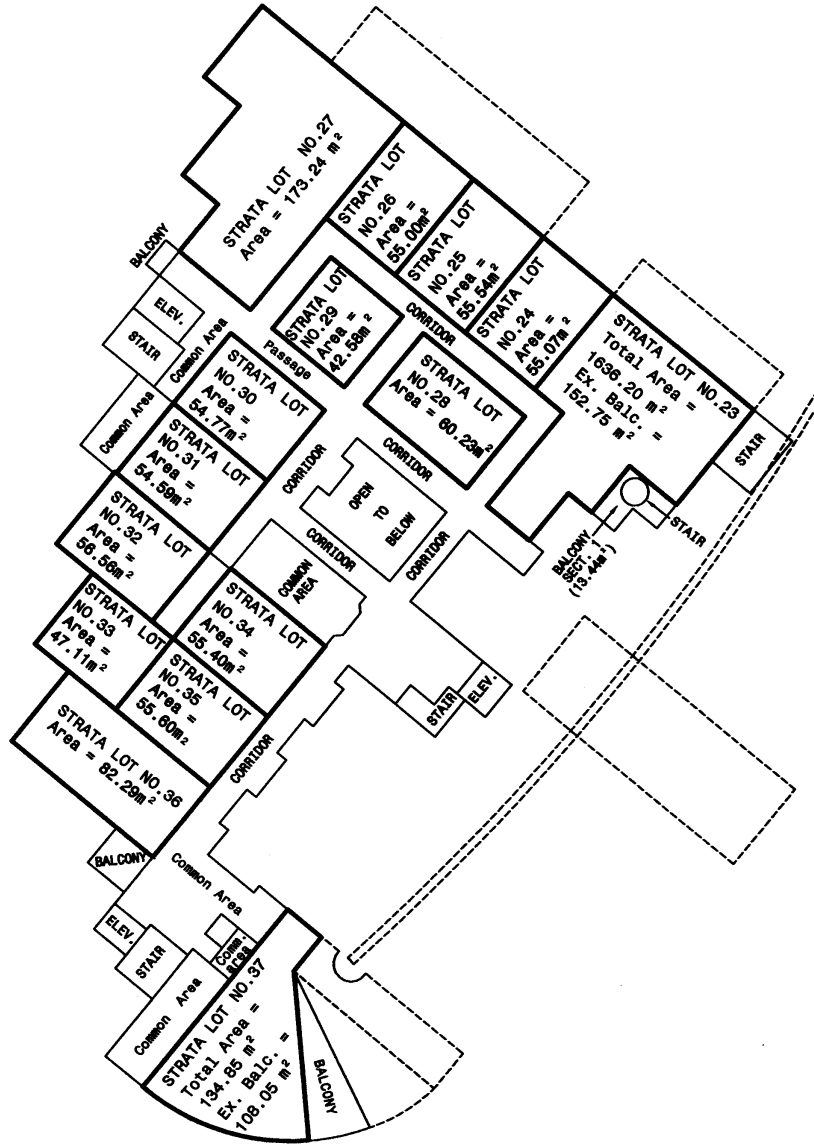
Secretary/Manager, St. J.P.C.

SECOND FLOOR



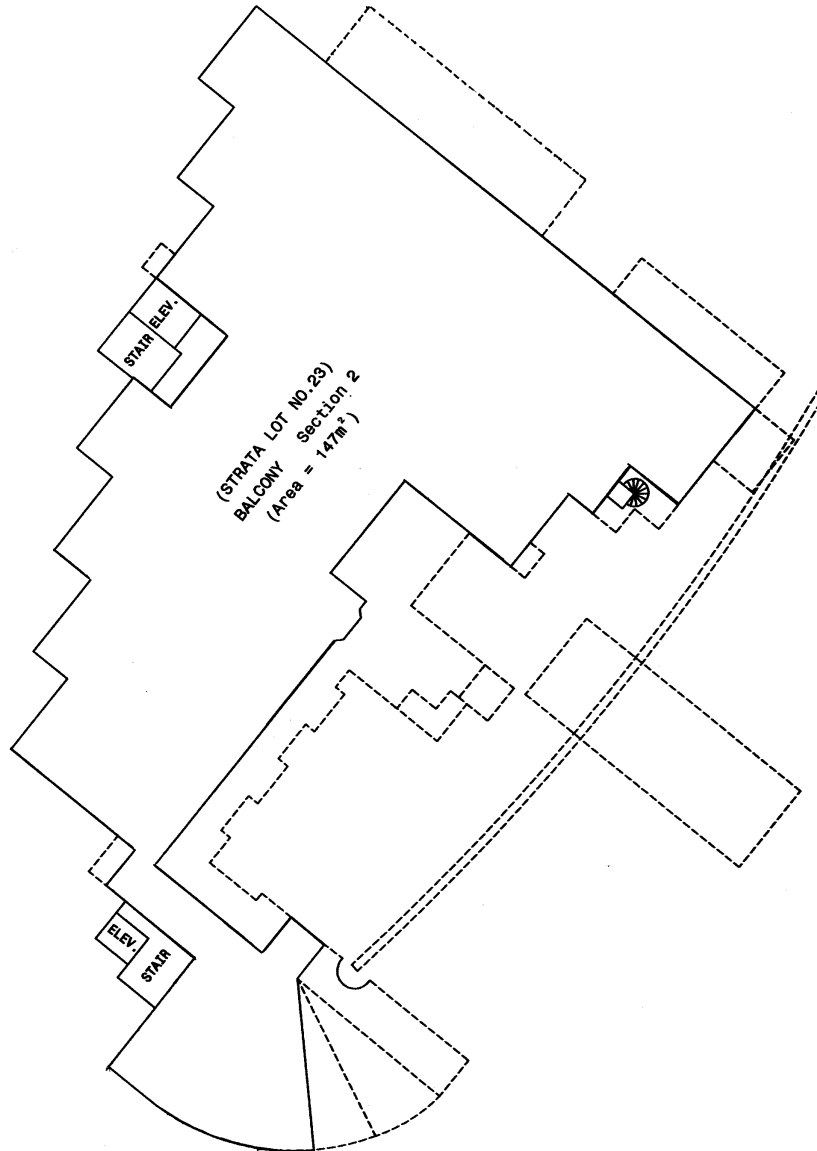
Approved by the Local Planning Authority
for the purposes of the Registration
(Strata Titles) Act 1968
Approved on the Conditions set out in
Attached Resolution passed on 2/2/10
Signature: _____
Date: 10/3/10
Secretary/Manager, St. J.P.C.

THIRD FLOOR



Approved by the Local Planning Authority
 for the purposes of the Registration
 (Strata Titles) Act 1968
 Approved on the Conditions set out in
 Attached Resolution passed on 2/3/16
 Date
 Signature: *[Signature]*
 Clr *[Signature]* Clr HARRIS
 Secretary/Manager, St. J.P.C.
 Date 15/3/16

FOURTH FLOOR



Approved by the Local Planning Authority
for the purposes of the Registration
(Strata Titles) Act 1968
Approved on the Conditions set out in
Date: Attached Resolution passed on 2/3/16
Signature: [Signature]
Cllr [Signature] Cllr
Secretary/Manager, St. J.P.C.
Date: 15/3/16

ANNEXURE "B"

STRATA PLAN 2678

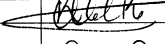

The land above described (hereinafter called "the said land") is subject to the conditions imposed by the Saint James Parish Council in Resolutions dated June 5, 2008 and March 4, 2016 respectively.

1. No development of the said land shall take place except in accordance with the permission herein granted and in accordance with the provisions of the Town and Country Planning (St. James Parish) Provisional Development Order (Confirmation) Notification, 1982. 2. Any development of the said land must be submitted to the Local Planning Authority (St. James Parish Council) in the form of an application with detailed drawings for approval before any such development is started. 3. Drainage resulting from works done on the said land shall be satisfactorily intercepted and disposed of before it reaches the main/parochial/reserved road. 4. All gates and doors in or upon any fence or opening onto any road shall open inwards. 5. No waste or sullage water or effluent waste shall be permitted to be discharged from the said land onto any road or onto any part of adjoining lands. 6. No fence, hedge or other construction of any kind, tree or plant of a height of more than 1.35 metres above road level shall be permitted within 5.4 metres of any road intersection. 7. No advertising sign or hoarding shall be erected on the said land without the specific permission of the Local Planning Authority. 8. A water storage tank of a storage capacity of 3000 litres shall be provided by the registered proprietor of the said land. 9. The said land shall at all times be kept clean and free from undergrowth to the satisfaction of the Medical Officer (Health) by the registered proprietor or occupier thereof. 10. The said land shall be used for office/commercial purposes. 11. No building or other permanent structure shall be erected less than 12.19 metres from the centre line of roads nos. 1-4. 12. Surface drainage/storm water runoff shall be effectively intercepted and disposed of before reaching the Alice Eldemire Drive and the proposed roads to the satisfaction of the Chief Executive Officer, National Works Agency. 13. A comprehensive drainage plan shall be submitted with detailed building plans illustrating the interception of surface drainage/storm water runoff and disposal onsite or into any existing drainage system for approval by the relevant authority. 14. Arrangements for and the construction of the sewage effluent disposal system shall be to the satisfaction of the Health Authority. 15. Natural drainage onto the land shall be unimpeded. 16. No share in common property shall be disposed of except as a unit to a Strata Lot and any assurance of a Strata Lot shall operate to ensure the share of the disposing party in the common property without express reference thereto. 17. The lot and or building thereon shall not be used for any unlawful purposes or for any purposes which shall or might be or become a source of annoyance or objection to any person for the time being entitled to the benefit of this covenant and no nuisance shall be created or permitted on this lot. 18. No additional building shall be erected on this lot without prior consent and approval of the Local Planning Authority and all strata owners. 19. Roof water from buildings shall be collected in gutters along the eaves and drained through down pipes and channelled to dry wells or absorption pits at the lowest area of the site to the satisfaction of the St. James Parish Council.


for Registrar of Titles



SCHEDULE OF REGISTERED PROPRIETORS					
REGISTERED PROPRIETOR	INSTRUMENT			ENTERED	Signature of Registrar of Titles
	NATURE	NUMBER	DATE		

SCHEDULE OF ENCUMBRANCES, ETC.							
INSTRUMENT			PARTICULARS	ENTERED	Signature of Registrar of Titles	CANCELLATION	
NATURE	NUMBER	DATE					
			Restrictive Covenants See Annexure "B"				
	2003243	17-5-16	By Laws				

FORM 6

Notification of Amendment or Variation of By-Laws

THE REGISTRATION (STRATA TITLES) ACT

In pursuance of Section 9 of the Registration (Strata Titles) Act, the proprietors Strata Plan No. 2678 unanimously passed the following resolution:

“BE IT RESOLVED that the existing By-Laws Proprietors Strata Plan No. 2678 as set out in the First Schedule to the Registration (Strata Titles Act) be and is hereby amended to read as set out in the By-Laws annexed hereto”.

THE COMMON SEAL OF THE }
PROPRIETORS STRATA PLAN NO. 2678 }
was hereunto put and affixed by }
KONRAD KIRLEW }
and }
DENNIS SAMUELS }
Members of the Executive Committee }
}

Konrad Kirlew

Dennis Samuels



on the 17th day of May, 2016
in the presence of:

[Signature]

JUSTICE OF THE PEACE

GRANTLEY KINDNESS S 00287
JUSTICE OF THE PEACE
ST JAMES

BY-LAWS

In these By-laws "Proprietor" shall mean the registered proprietor(s) of a Strata lot.

THE PROPRIETOR

1. A Proprietor shall:-

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter his Strata Lot for the purpose of inspecting and maintaining it, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the by-laws are being observed;
- (b) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot and in particular shall pay to the Corporation by installments periodically in advance or otherwise as the Executive Committee may require, the amount of any contributions levied against the proprietor pursuant to Section 5(2) of the Registration (Strata Titles) Act [herein called "the Act"];
- (c) repair and maintain his Strata Lot and keep it in a state of good repair, reasonable wear and tear and damage by fire, hurricane, storm, tempest or act of God excepted;
- (d) use and enjoy the Strata Lot or the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors or their visitors;
- (e) notify the Corporation forthwith upon any change of ownership or of any mortgage or change of the existing use in any way that may affect the insurance premiums of the Strata (e.g. if the change of use consists of the storage of hazardous materials) or any other dealing in connection with his Strata Lot;
- (f) be responsible for the maintenance and repair of all water, sewerage, drainage, telephone and electricity connections within the boundaries of his Strata Lot and for the maintenance and repair of any such services beyond the same boundary if such maintenance or repair becomes necessary by reason of the negligent act, omission or default of the proprietor or of any other person upon the proprietor's Strata Lot;
- (g) give to the Executive Committee prompt notice in writing of any accident to or defect or want of repair in any services to his Strata Lot or of any other circumstance likely to be or to cause any danger, risk or hazard to the common property or the property of any other person upon the common property or the Strata Lot of any other proprietor;
- (h) clean the windows and exterior doors of his Strata Lot as often as may be necessary or as may reasonably be required by the Strata Corporation.
- (i) observe and adhere to these by-laws, the rules and regulations of the Corporation, including the sign and design requirements for his Strata Lot and any change thereto from time to time. The provisional sign and design requirements are set out in the Fourth Schedule and any amendments thereto as the Vendor in its sole discretion may deem fit to preserve the integrity and caliber of the development.
- (j) be fully responsible for the actions and/or omissions of his tenants, and visitors and shall be held accountable for any damage done to the common property or building as a result of his action or omission.
- (k) comprehensively insure and keep insured his Strata Lot to its full replacement value from time to time against the full range of insurable perils, including but not limited to loss or damage by fire, lightning, explosion, flood, windstorm, earthquake, hurricane, Act of God or the Queen's enemies.

- (l) where he is unable to carry out his obligations under this Act by reason of absence from Jamaica, or inability to act (whether due to illness or otherwise) appoint an agent to act on his behalf and shall notify the corporation and the mortgagee, if any, in writing thereof stating the period for which the agent is appointed to act.
- (m) inform the Executive Committee of any change of his address.
- (n) furnish any lessee, tenant or occupier of his Strata Lot with a copy of these by-laws, rules and regulations for the Strata and sign and design requirements for the time being governing the strata property.

2. A Proprietor shall not-

- (a) alter or carry out any works to the exterior of the Strata Lot or common parts of the building. All exterior repairs, maintenance and works necessary for the upkeep of the property shall be undertaken by the Corporation or those entities it may assign on behalf of the Proprietors.
- (b) use his Strata Lot or the common property nor any part thereof for any purpose which may be illegal, immoral or injurious to the reputation of the land or buildings but the proprietor shall use his Strata Lot only for a commercial office or retail outlet;
- (c) use, permit or suffer to be done in or upon his Strata Lot or the common property anything that may be or become a nuisance, hazard or annoyance (including the use of speakers) or cause loss, damage or inconvenience to the Corporation or to the owners or occupiers of any other Strata Lot or whereby any insurance for the time being effected on the buildings or any part thereof (including the proprietor's Strata Lot) may be rendered void or voidable or whereby the rate of premium may be increased, and shall pay all costs, charges and expenses incurred by the Corporation in abating any such nuisance;
- (d) damage any plant, flower, shrub, tree, garden, lawn or fixture being part of or situated on the common property;
- (e) keep any pets, animals or birds on his Strata Lot or on the common property;
- (f) do or permit to be done anything in or about the buildings or the common property that will obstruct or restrict the approaches, entrances, exits, halls, passages, stairways, vestibules, driveway or other parts of the common property or to persons lawfully using the same or which will in any way obstruct or interfere with the rights and privileges of other occupants of the buildings;
- (g) dust rugs or articles of a similar nature from the windows of the Strata Lot or throw or allow to fall or permit to be thrown or to fall any material or substance whatsoever out of or from any window, door, stairway, passage, or other part of any Strata Lot on to another Strata Lot or the common property or any part thereof nor negligently allow the escape of any noxious smell, substance or effluent from any part of his Strata Lot;
- (h) make any alterations or additions to his Strata Lot which may be visible externally without first obtaining the written approval of the Executive Committee;
- (i) paint the exterior of any Strata Lot or the common property except with the prior written approval of the Executive Committee and then only with a paint of a colour and quality approved by the Executive Committee;
- (j) erect any fixtures, fittings, grillwork, awnings, shutters, blinds, antenna or satellite receiver of any kind on or to the exterior of the Strata Lot or the buildings or to the interior of the Strata Lot which is visible from outside the Strata Lot without first obtaining the written approval of the Executive Committee;
- (k) erect or install any air-conditioning equipment other than in places designated by the Executive Committee;

- (l) erect, display, affix or exhibit on his Strata Lot or the buildings any sign, advertisement, name or notice except with the prior written approval of the Executive Committee;
- (m) do or permit or suffer to be done any act, matter or thing on or in respect of the Strata Lot which contravenes the provisions of the Town and Country Planning Act or any enactment amending or replacing it or otherwise relating to planning and shall keep the Corporation indemnified against all claims, demands and liabilities in respect thereof;
- (n) perform remodeling or construction of the interior of his Strata Lot without written approval of the Executive Committee first had and obtained, which approval shall not be unreasonably withheld;
- (o) wash, polish or repair any motor vehicle except within the parking space assigned to him/her nor use water from the common property for the purpose of washing his/her vehicle;
- (p) park in any manner or place that may impede another proprietor from using his/her designated parking space;
- (q) use any parking space other than that assigned to him (if any) without the permission of the assignee of that space;
- (r) place garbage or garbage containers anywhere on the common property other than in the receptacles provided therefor;
- (s) install any gas or oil stove, or water heater in any Strata Lot without the prior written approval of the Executive Committee;
- (t) permit or suffer any person of immoral life in or about his Strata Lot;
- (u) use or permit or allow the use or installation of or allow to remain any kitchen, drain pipe or other plumbing fixture which will dispose of waste containing grease into the common sewerage system on the common property without a grease inceptor installed and the prior written approval and in accordance with the specifications of the Executive Committee;
- (v) give any direction or instruction to employees of the Corporation other than through the members of the Executive Committee or its appointed managers;
- (w) claim any compensation from the Corporation for any loss or damage to the property or person of the proprietor or his visitors arising from any defect or want of repair of the common property or any part thereof save to such extent as the Corporation shall be covered by insurance.

THE CORPORATION

3. The Corporation shall:-

- (a) control, manage, maintain and administer the common property for the benefit of all of the proprietors;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings used in connection with common property;
- (c) where practicable, establish and maintain suitable lawns and gardens on the common property;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing and capable of being used in connection with the enjoyment of more than one Strata Lot or the common property;
- (e) on the written request of the proprietor or registered mortgagee of a Strata Lot produce to such proprietor or mortgagee or any person authorized in writing by such proprietor

or mortgagee, the policy or policies of insurance effected by the Corporation and the receipt or receipts for the last premiums in respect thereof;

- (f) pay and discharge all property taxes, water and sewerage rates falling due in respect of the common property;
- (g) make new rules from time to time for the convenience, comfort and well being of all the Strata Lot owners and occupiers of the property.
- (h) from time to time fix the rate of interest which shall be charged on arrears of contributions.

f. The Corporation may:-

- (a) purchase, hire or otherwise acquire personal property for use by the proprietors in connection with their enjoyment of the common property;
- (b) borrow moneys required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of moneys borrowed by it and the payment of interest thereon by negotiable instrument, mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
- (d) invest as it may determine any moneys in the fund for administrative expenses;
- (e) make an agreement with the proprietor or occupier of any Strata Lot for the provision of amenities or services by it to such Strata Lot or to the proprietor or occupier thereof *provided that* the Corporation shall be entitled to withdraw such amenities and services to such Strata Lot in the event that any amounts due and payable by the proprietor under the provisions of these by-laws shall not be punctually paid;
- (f) do all things reasonably necessary for the enforcement of the by-laws and the rules and the control and management and administration of the common property including but not limited to the disconnection of water and other utility services for non-payment of amounts due and payable to the Corporation by the proprietor;
- (g) apply to the Strata Commission for a power of sale certificate, for Strata lots with outstanding fees over a thirty (30) day period. The Corporation will write to the proprietors during the initial thirty (30) day period on three (3) different occasions; after which a Notice will be sent to the Proprietor to clear all arrears within a thirty (30) day period, before applying for the Power of Sale certificate. The procedure is as follows:
 - i. Days 1 – 7: Grace period during which proprietors are given adequate time to make payment;
 - ii. On Day 8: 'Letter 1' reminding that the dues are outstanding;
 - iii. On Day 14: Collection 'letter 2' generated to advise of disconnection of utilities (sewage and water) and services;
 - iv. On Day 21: Collection 'letter 3' generated to advise Proprietors of the services disrupted.
 - v. On Day 30: Collection 'letter 4/Notice' – generated with statement of accounts. If Proprietor fails, neglects or refuses to pay the Corporation exceeding thirty (30) days from which the contribution payment was due;
 - vi. After 30 Days: The Proprietor will be given thirty (30) days from the date of the notice to pay all outstanding contributions. If the Proprietor fails to adhere to such notice the Corporation will then apply for the Power of Sale certificate.

GENERAL MEETINGS

5. A first ordinary general meeting of the proprietors shall be held at such time (within a period of not more than three (3) months after the date of registration of the strata plan) and at such place as the proprietors may determine.
6. The Corporation shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it, and not more than fifteen (15) months shall elapse between the date of one annual general meeting of the Corporation and that of the next. All general meetings other than annual general meetings shall be called "extraordinary general meetings".
7. The Corporation may whenever it thinks fit and shall on the requisition in writing of proprietors entitled to twenty-five percent (25%) of the total unit entitlement of the Strata Lots convene an extraordinary general meeting.
8. Subject to paragraph 8A, notice of every general meeting specifying the objects, the place, the date and the hour of the meeting and in case of special business the general nature of such business shall be given to all proprietors and registered first mortgagees who have notified their interest to the Corporation, but accidental omission to give such notice to any proprietor or registered first mortgagee or non-receipt of such notice by any proprietor or registered first mortgagee shall not invalidate any proceedings at any such meeting.
- 8A. In respect of all general meetings –
 - (a) notice of the meeting shall be in writing and shall be given to each proprietor or his agent, as the case may be, at least fourteen days before the date of the meeting;
 - (b) service of the notice shall –
 - a. either be by personal service or by registered post addressed to the proprietor and his agent, or may be sent by electronic mail or facsimile, to the correct electronic mail address or facsimile number of the proprietor as may be notified by that proprietor from time to time in accordance with the bylaws; and
 - b. shall be deemed to be effect at the time at which a letter would be delivered in the ordinary course of post; and
 - (c) the corporation shall, not less than fourteen days before the date of the meeting affix to a conspicuous place in the common property a copy of the notice of the meeting and such notice shall remain so affixed until the meeting is called.
9. The business of an ordinary general meeting shall be to receive and consider the accounts and the report of the Executive Committee and auditors (if any), to elect a new Executive Committee and to elect auditors (if any). All other business transacted at an ordinary general meeting, and all business (save as above) transacted at an extraordinary general meeting, shall be deemed special.
10. All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts, or at an extraordinary general meeting.
11. Save as in these by-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One-half of the persons entitled to vote present in person or by proxy shall constitute a quorum.
12. If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting if convened shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those persons entitled to vote present shall be the quorum.
13. At the commencement of a general meeting a Chairman of the meeting shall be elected.

THE EXECUTIVE COMMITTEE

14. There shall be an Executive Committee of the Corporation which shall, subject to any restriction imposed or direction given at a general meeting, exercise the powers and perform the duties of the Corporation.
15. The Executive Committee shall consist of not less than three (3) nor more than nine (9) proprietors and shall be elected at the first general meeting of the Corporation and thereafter at each annual general meeting. Provided that where there are not more than three (3) proprietors the Executive Committee shall consist of all the proprietors.
16. Except where the Executive Committee consists of all the proprietors, the Corporation may by resolution at an extraordinary general meeting remove any member of the Executive Committee before the expiration of his term of office and appoint another proprietor in his place to hold office until the next annual general meeting.
17. Any casual vacancy on the Executive Committee may be filled by the remaining members thereof.
18. The quorum of the Executive Committee shall be such number as the committee may fix from time to time, being not less than one-half of the members thereof.
19. At the commencement of each meeting the Executive Committee shall elect a chairman for the meeting, and if any chairman so elected vacates the chair during the meeting the Executive Committee shall elect in his stead another chairman.
20. At meetings of the Executive Committee all matters shall be determined by simple majority vote and the chairman shall, in addition to an original vote, have a casting vote in any case in which the voting is equal.
21. Subject to the provisions of these by-laws the Executive Committee shall have power to regulate its own procedure.
22. The Executive Committee may:-
 - (a) employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Corporation;
 - (b) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and may at any time revoke such delegation;
 - (c) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, safety, cleanliness, management, administration and maintenance of the common property, the sign and design requirements for each Strata Lot, and the conduct of the owners and occupants of the buildings and their visitors and in establishing and maintaining such rules and regulations the Executive Committee shall make every effort to ensure that they do not affect the proprietors' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.
23. The Executive Committee shall:-
 - (a) keep minutes of its meetings;
 - (b) cause proper books of account and records to be kept in respect of all moneys received and spent by it and shall cause such accounts to be audited annually;
 - (c) prepare proper accounts relating to all moneys received of the Corporation, and the income and expenditure thereof, for each annual general meeting;
 - (d) on the application of a proprietor or a mortgagee, or any person authorized in writing by either of them, make the books of account available for inspection at all reasonable times;

- (e) open such accounts in the name of the Corporation in such bank or banks as the Executive Committee shall deem necessary for its purposes and shall cause all moneys of the Corporation to be deposited therein;
 - (f) cause to be transmitted to the Commission (being the Commission of Strata Corporations) a copy of the audited statement of accounts or subject to the approval of the Commission, a copy of the accounts prepared in accordance with generally accepted principles of accounting and signed by the chairman and at least one other member of the Executive Committee.
24. The validity of the proceedings of the Executive Committee shall not be affected by any vacancy amongst the members thereof or by any defect in the appointment of a member thereof.

VOTING

25. At any general meeting a resolution by the vote of the meeting shall be decided in the first instance by a show of hands unless a poll is demanded by any proprietor present in person or by proxy. Unless a poll is so demanded a declaration by the chairman that a resolution has on the show of hands be carried shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.
26. A poll if demanded shall be taken in such manner as the Chairman may appoint and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
27. In the case of equality in the votes whether upon a show of hands or on a poll the chairman shall be entitled to a casting vote in addition to his original vote.
28. No objection to the admission or rejection of any vote shall be taken except at the meeting or adjourned meeting at which the vote in dispute is given or tendered. The chairman shall determine any such objection if made within due time, and such determination shall be final and conclusive.
29. On a show of hands each proprietor shall have one vote, on a poll the votes of proprietors shall correspond with the unit entitlement of their respective Strata lots.
30. On a show of hands or on a poll, votes may be given either personally or by proxy.
31. A proprietor shall provide the Executive Committee with twenty-four (24) hours written notice of the appointment of a proxy and such instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if such appointer be a corporation either under its common seal or under the hand of an officer or attorney so authorized and may be either general or for a particular meeting. A proxy need not be a proprietor.
32. Except in cases where by or under the Act a unanimous resolution is required. No proprietor shall be entitled to vote at any general meeting unless all contributions or other sums presently payable by him in respect of his Strata Lot have been paid.
33. A corporation being a proprietor may by instrument in writing under its seal or under the hand of an officer or attorney so authorised or by a resolution of its Directors or other governing body, appoint any person to act as its representative at any meeting of the Corporation or at all meetings of the Corporation until such instrument in writing or resolution be revoked by a similar instrument in writing or resolution, and such representative shall be entitled to exercise the same functions on behalf of the corporation which he represents as if he had been an individual proprietor.
34. Co-proprietors may vote by proxy jointly appointed by them, and in the absence of such proxy shall not be entitled to vote on a show of hands except when the unanimous resolution of proprietors is required by the Act; but any one co-proprietor may demand a poll. On any poll such co-proprietor shall be entitled to such part of the vote applicable to a Strata Lot as is proportionate to his interest in the Strata Lot. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Strata Lot of such joint proprietors as do not vote personally or by individual proxy.
35. Where proprietors are entitled to successive interests in a Strata Lot, the proprietor entitled

to the first interest shall alone be entitled to vote, whether on a show of hands or a poll; and this by-law shall be applicable whether by this Act the unanimous resolution of proprietors is required or not.

36. Where a proprietor holds his Strata Lot as a trustee he shall exercise the voting rights in respect of the Strata Lot to the exclusion of persons beneficially interested in the trust and such persons shall not vote.
37. Where –
 - (a) a proprietor owns less than one hundred percent (100%) but more than one-third of the total unit entitlement in a strata plan; and
 - (b) a vote by poll or resolution is called, the value of that proprietor's vote shall be reduced to forty percent (40%) of his unit entitlement rounded down to the nearest whole number.

COMMON SEAL

38. The Corporation shall forthwith procure a seal to be made for the Corporation and shall provide for the safe custody thereof. At the first general meeting held after the registration of the strata plan the Corporation shall and may from time to time at subsequent general meetings determine how the common seal shall be used.

MANAGEMENT OF THE STRATA COMPLEX

39. The Executive Committee shall not later than one (1) month after the first annual general meeting determine the amount to be raised for administrative expenses for the management, control and administration of the common property and the discharge of the obligations of the Corporation. The amount so determined shall be apportioned between the proprietors in the same proportions as the unit entitlement of each Strata Lot in the strata plan and the proportions so determined in respect of each proprietor shall be paid by annual, quarterly or monthly installments as determined by the Executive Committee.
40. Each proprietor shall pay to the Corporation the amount of each installment due from time to time no later than seven (7) days from the due date as notified by the Executive Committee to the proprietor, notwithstanding any difference or dispute which may have arisen between the proprietor and the Executive Committee. On the failure by a proprietor to pay any such installment within seven (7) days of it becoming due the proprietor shall pay interest on such outstanding installment or any part thereof at an interest rate to be determined from time to time by the Executive Committee from the date that the installment falls due until the date of actual payment. Any payments made by the proprietor shall be applied first to any interest then due and thereafter towards the installment. Such interest shall be simple interest.
41. Any costs, charges and expenses incurred by the Corporation in carrying out and enforcing the rules and regulations of the Corporation or of administering and maintaining the common property and providing services thereon shall be deemed to be properly incurred notwithstanding the absence of any specific covenant or requirement to incur same.
42. In default by any proprietor of the observance of its obligations herein the Executive Committee may carry out any work, if necessary, for the maintenance or repair of such service/s at the expense of such proprietor and the cost of such maintenance or repair may be exacted by the Executive Committee from the proprietor in the same manner as a contribution due and payable by such proprietor to the Executive Committee may be exacted.
43. The Executive Committee may from time to time and at any time by itself, its servants or agents exclude and, where deemed necessary or desirable, remove or cause to be removed from the common property any person who is in breach of or who would if he were a proprietor of a Strata Lot be in breach of any provisions of these by-laws or the rules made thereunder.
44. The aggregate liability of the Corporation whether by law or in equity for damage to property or injury to person (including damage to the Strata Lot of each proprietor) arising from any defect or want of repairs to the common property or of any water, gas, electricity, drainage, sewerage or electrical services, pipes or conduits passing through the common

property for the maintenance of which the Corporation is responsible, shall not exceed the aggregate amount of insurance moneys (if any) recovered by the Corporation in respect of such damage or injury.

45. The infringement or failure to adhere to any of these by-laws or rules made under these rules by a visitor, tenant, agent, employee of the proprietor shall be deemed to be an infringement or failure to adhere thereto by the proprietor himself and the proprietor shall be liable therefor.
46. Without prejudice to any of the other rights and remedies of the Corporation, the Corporation shall be at liberty to register a caveat in the Office of Titles against the Certificates of Title of the proprietors of each and every Strata Lots in the strata plan to ensure the performance by the proprietors of the by-laws and rules of the strata plan and for the purpose of better securing the payment of the maintenance costs to be raised under these rules.
47. Any moneys due and owing by a proprietor to the Corporation shall be a charge on the proprietor's estate and interest in the Strata Lot. The said charge shall rank subject to and subsequent to all charges endorsed on the Certificate of Title for the Strata Lot at the date thereof, and in the event that the proprietor shall wish to transfer or dispose of his interest in the Strata Lot, the proprietor shall upon payment of any indebtedness to the Corporation be entitled to have the charge created released, and any caveat lodged to protect this charge withdrawn.
48. Any damage to buildings, grounds or other common property or equipment by any proprietor, agent or employee shall be repaired at the expense of the proprietor and this charge shall be assessed by the Executive Committee and may be in addition to a fine and shall be paid on demand.
49. These by-laws may be revoked, modified or amended by a resolution passed by a majority of at least three-fourths of the votes of such proprietors as being entitled so to vote in favour thereof.