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MILLENNIUM RIDGE INC.

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No. Pages 0002

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ST. MICHAEL BARBADOS
LAND REGISTRY

Timothy Maynard
Registrar

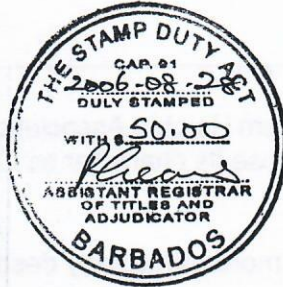
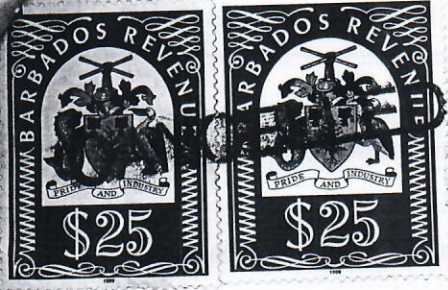


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"Property" means the land described in the First Schedule hereto together with the Building erected thereon;

"Common Property" means the Property other than areas taken up by Units.

"Common Property of the Development" means all real property owned, leased and



Prepared by:-

Peter Evelyn
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BARBADOS

THE CONDOMINIUM ACT. CHAPTER 224A

CONDOMINIUM DECLARATION FOR MILLENNIUM RIDGE CONDOMINIUM

THIS DECLARATION is made the th 4 day of August Two thousand and six by **MILLENNIUM RIDGE INC.** a Company incorporated under the provisions of the Companies Act Chapter 308 of the laws of Barbados as Company No. 24706 having its registered office Heritage House, Pinfold Street, Bridgetown in the parish of Saint Michael in Barbados (hereinafter referred to as "the Company" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS the Company is the estate owner of the fee simple absolute in possession of land described in the First Schedule hereto being part of the Development together with the building or buildings thereon hereinafter more particularly defined and described subject to the covenants conditions and stipulations contained in the Conveyance dated the 15th day of August 2005 made between Millennium Heights Development Ltd. of the One Part and the Company of the Other Part (recorded in the Land Registry of Barbados on the 11th day of October 2005 as Deed No. 8398 of 2005) which for convenience are set out in Part 1 of the Second Schedule hereto and to the easements set out in Part 2 of the Second Schedule hereto but otherwise free from encumbrances.

AND WHEREAS on the 29th day of March 2006 at a meeting of the Board of Directors of the Company duly convened and held it was resolved that the said land and building be made subject to the Condominium Act Cap 224A of the Laws of Barbados and that the proper officers of the Company be instructed and authorised to sign and affix the seal of the Company to this Declaration and thereafter cause the same to be lodged for recording in the appropriate register at the Land Registry.

NOW IT IS HEREBY DECLARED by the Company as follows:

1. Interpretation

The headings in this Declaration are inserted for convenience only and shall not affect the construction of the Declaration.

2. Definitions

(1) In this Declaration save where the context otherwise requires:-

"the Act" means the Condominium Act Chapter 224A of the Laws of Barbados;

"Board" means the Board of Management of the Body Corporate;

"Building" means all erections or structures located on the land described in the First Schedule hereto;

"Development" means two contiguous parcels of land containing 5.53 hectares and 15.28 hectares both situated at Welches in the parish of Saint Thomas in Barbados which are being developed in phases under the name Millennium Heights.

"Property" means the land described in the First Schedule hereto together with the Building erected thereon;

"Common Property" means the Property other than areas taken up by Units.

"Common Property of the Development" means all real property owned, leased and

designated as such by Millennium Heights Association Inc. any land leased by Millennium Heights Association Inc. shall lose its character as Common Property upon the expiration of such lease.

"Unit" means one of the Units more particularly described in clause 8 hereof;

"Unit Owner" has the same meaning as a Unit proprietor as described in the Act.

(2) Save as provided in sub-clause (1) of this clause or where the context otherwise requires the words and expressions defined in Section 2 of the Act shall have the same meaning in this Declaration.

(3) This Declaration shall be read as one with the provisions of the Act and in case of conflict the Act shall prevail.

3. Plans

The Plans hereinafter referred to and annexed to this Declaration are as follows:-

(i) Plan "A" Plan of 4,155 square metres of land situate at Phase 2 Millennium Heights, Welches, Saint Thomas certified on the 30th day of April, 2003 by Robert S. Warren, Land Surveyor.

(ii) Plan "B" Site Plan prepared by SRM Architects Ltd. and stamped by the Chief Town Planner as the approved plan with respect of the application which was approved by the Chief Town Planner in accordance with Section 18 (1) of the Town and Country Planning Act Cap. 240 of the Laws of Barbados by certificate dated the 23rd day of November, 1999 in respect of Application No. 2875/12/98C to the Chief Town Planner.

(iii) Plan "C" Plan of Ground Floor, prepared by SRM Architects Ltd., approved as stated above.

(iv) Plan "D" Plan of First Floor, prepared by SRM Architects Ltd., approved as stated above.

(v) Plan "E" Plan of Second Floor, prepared by SRM Architects Ltd., approved as stated above.

(vi) Plan "F" Plan of Third Floor, prepared by SRM Architects Ltd., approved as stated above.

(vii) Plan "G" Plan of Unit G-A1, prepared by SRM Architects Ltd., approved as stated above.

(viii) Plan "H" Plan of Unit G-A2, prepared by SRM Architects Ltd., approved as stated above.

(ix) Plan "I" Plan of Unit G-B, prepared by SRM Architects Ltd., approved as stated above.

(x) Plan "J" Plan of Unit G-A3, prepared by SRM Architects Ltd., approved as stated above.

(xi) Plan "K" Plan of Unit 1-A1, prepared by SRM Architects Ltd., approved as stated above.

(xii) Plan "L" Plan of Unit 1-A2, prepared by SRM Architects Ltd., approved as stated above.

(xiii) Plan "M" Plan of Unit 1-B, prepared by SRM Architects Ltd., approved as stated above.

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|----------|-----------|--|
| (xiv) | Plan "N" | Plan of Unit 1-A3, prepared by SRM Architects Ltd., approved as stated above. |
| (xv) | Plan "O" | Plan of Unit 2-A1, prepared by SRM Architects Ltd., approved as stated above. |
| (xvi) | Plan "P" | Plan of Unit 2-A2, prepared by SRM Architects Ltd., approved as stated above. |
| (xvii) | Plan "Q" | Plan of Unit 2-B, prepared by SRM Architects Ltd., approved as stated above. |
| (xviii) | Plan "R" | Plan of Unit 2-A3, prepared by SRM Architects Ltd., approved as stated above. |
| (xix) | Plan "S" | Plan of Unit 3-A1, prepared by SRM Architects Ltd., approved as stated above. |
| (xx) | Plan "T" | Plan of Unit 3-A2, prepared by SRM Architects Ltd., approved as stated above. |
| (xxi) | Plan "U" | Plan of Unit 3-B, prepared by SRM Architects Ltd., approved as stated above. |
| (xxii) | Plan "V" | Plan of Unit 3-A3 prepared by SRM Architects Ltd., approved as stated above. |
| (xxiii) | Plan "W" | Elevation of A1 Units, prepared by SRM Architects Ltd., approved as stated above. |
| (xxiv) | Plan "X" | Elevation of A2 Units, prepared by SRM Architects Ltd., approved as stated above. |
| (xxv) | Plan "Y" | Elevation of B Units, prepared by SRM Architects Ltd., approved as stated above. |
| (xxvi) | Plan "Z" | Elevation of A3 Units, prepared by SRM Architects Ltd., approved as stated above. |
| (xxvii) | Plan "A1" | Building Section, prepared by SRM Architects Ltd., approved as stated above. |
| (xxviii) | Plan "A2" | Entrance and Side elevations, prepared by SRM Architects Ltd., approved as stated above. |
| (xxix) | Plan "A3" | North and West elevations, prepared by SRM Architects Ltd., approved as stated above. |

The complete set of plans and drawings of the Property and the Building required by the provisions of Section 4 of the Act approved and certified by the Chief Town Planner in accordance with the Act and marked "A" to "A3" inclusive is annexed hereto.

4. **Ownership of the Property**

The Company is the legal and equitable owner of the fee simple absolute in possession in the Property subject to the covenants listed in Part 1 of the Second Schedule hereto being the restrictive covenants contained in conveyances already issued in respect of lots forming part of the Development but otherwise free from encumbrances.

5. Application of the Act

The Property and the Building shall as from the date of the lodging for recording of this Declaration in the Register kept by the Registrar in accordance with Section 6 of the Act be subject to the Act and any future amendment thereof and be subject to the provisions, terms, conditions and restrictions of this Declaration as duly amended from time to time and of any by-laws applicable to the Property and Building for the time being in force and such covenants, conditions, restrictions, reservations, stipulations and limitations as shall constitute covenants to run with the land and shall as from the date of the said lodging for recording of this Declaration be binding on the Company its successors and assigns and on all subsequent owners of all or any part of the Property and Building.

6. Description of the Property

The Property is situate at Welches in the parish of Saint Thomas in this Island delineated and shown on Plan "A" and is more particularly described in the First Schedule hereto.

7. Description of the Building

The Building on the Property comprises one block of residential Units with four floors:

- (a) Ground Floor containing:
- Three (3) three bedroom units
 - One (1) one bedroom unit
- (b) First Floor containing:
- Three (3) three bedroom units
 - One (1) one bedroom unit
- (c) Second Floor containing:
- Three (3) three Bedroom units
 - One (1) one Bedroom unit
- (d) Third Floor containing:
- Three (3) three Bedroom units
 - One (1) one Bedroom unit

as are shown and numbered on the plans annexed hereto and marked "C" to "V".

The basic construction or substructure of the Building is reinforced concrete strip footings with reinforced blockwork and ring beam. The structure is reinforced concrete precast wall and prestress floors and blockwork wall partitions or framed gypsum partitions. The roof of the Building is treated timber truss or roof frame systems with concrete tile and concrete roof with waterproofing membrane on areas on flat. The walls are wood floated, sand and cement, slicked smooth internally and decorated with paint. The external walls are rendered and decorated with textured finish. Porcelain or ceramic tiles to bathroom walls and wet areas. The floors are topped in most areas with porcelain tiles. Timber or tiles skirting to floors Ex. 4" x 1" material and decorated of timber. All ceilings are USG gypsum ceiling material sanded and decorated with decorated timber moulding.

The car parking facilities are as shown on Plan "B".

All unpaved areas of the Property are landscaped with grass and tropical plants.

A right of way over the over and along all present and future roads and the Common Property of the Development to and from and public road and from and to all other lots and condominiums of Phase 1 and Phase 2 Millennium Heights and to the public road.

8. Description of Units

- (a) "Unit" means part of the Building made up of such modules as are shown on Plans "C" to "A3" to which this Declaration relates and each Unit has access to the Common Property leading to the access road which in turn leads to the Public Road.

The location, designation, lay-out and approximate dimensions of the Units comprised in the Building are as delineated and shown on Plans "C" to "V" inclusive. The Building as shown on Plan "B" contains the Units set out as follows:

One-bedroom Units: Numbers 160, 260, 360 and 460 containing:

- Open Plan living/dining area
- kitchen
- One bathroom
- Balcony/verandah
- Built-in closet in bedroom
- Patio doors leading from living/dining to verandah

Total area: 1,053 square feet

Three bedroom Units: Numbers 140, 150, 170, 240, 250, 270, 340, 350, 370, 440, 450 and 470 containing:

- Open Plan living/dining area
- kitchen
- laundry room
- three bathrooms
- Balcony/verandah
- Built-in closets in bedrooms
- Patio doors leading from living/dining to verandah

Total area: 2,192 square feet

- (b) The boundaries of any Unit are the outside of any exterior wall and the centre line of any interior wall, floor or ceiling, where such wall, floor or ceiling forms the common boundary between such Unit and any other Unit. There is excluded from the area of any Unit: (a) all externally located stairways whether leading to a particular Unit or not or whether shared by one or more Units or not; and (b) all meter boxes placed on buildings, pipes, ducts, wires, conduits and other facilities running through any interior or exterior wall or partition insofar as these are necessary for the supply or utility services to other Units and/or the Common Property.
- (c) Each Unit as above described and shown on the Plans hereto annexed together with an undivided share in the common property calculated by reference to the Unit entitlement of each such Unit as hereinafter mentioned shall in accordance with Section 5 (2) of the Act constitute an estate in real property which may devolve or be conveyed, leased, mortgaged or otherwise dealt with in the same manner and form as land.

9. Covenants, Conditions and Restrictions

The following covenants, conditions and restrictions shall apply to every Unit:

- (1) No Unit shall be used other than for residential purposes. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family and for no other purpose. That part of the Common Property separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Body Corporate and upon such conditions as shall reasonably be determined by the Board, provided that a Unit Owner intending to so alter the Common Property as aforesaid shall notify the Board in writing at least 30 days prior to the commencement of any such alteration;

- (2) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, or otherwise, shall be conducted, maintained, or permitted on any part of the Unit or Property;
- (3) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained of permitted on any part of the Unit or Common Property except at such location and in such form as shall be determined by the Board. The right is reserved by the Company to display "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Property. The Company shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith;
- (4) No unlawful use shall be made of any Unit and every Unit Owner shall observe and comply with the provisions of the Act;
- (5) Every Unit Owner shall observe and perform the conditions, restrictions and stipulations of the Chief Town Planner attached to his permission dated the 23rd day of November 1999 reference no: 2875/12/98C in so far as the same are to be kept observed and performed by the owner for the time being of any Unit and shall indemnify the Company and the Body Corporate against any breach in relation thereto;
- (6) No balcony or terrace shall be enclosed or decorated or covered by any awning, or the colours of any balcony or external walls or any part thereof changed, or otherwise changed to any extent without the consent in writing of the Board;
- (7) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or balcony or terrace and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is registered or except as thereafter installed by the Company or the Body Corporate) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Property, without the prior written consent of the Board. No air conditioning Unit of whatever type other than those installed as of the date this Declaration is registered or those thereafter installed by the Company or the Body Corporate may be installed without the prior written permission of the Board;
- (8) Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to articles of the Company and the rules and regulations of the Body Corporate. Any draperies or curtains hung inside windows shall be lined in white or such other colours as shall be approved by the Board;
- (9) No Unit Owner shall make or permit to be made any structural or other modifications or alterations to his Unit without the previous consent in writing of the Board;
- (10) No Unit Owner shall be permitted or entitled to subdivide his Unit;
- (11) No animals, livestock, birds, fowl, poultry or reptiles of any kind shall be raised, bred, or kept in any Unit or on the Common Property, except that household pets, including dogs and cats, may be kept in Units, subject to the articles of the Company and to rules and regulations adopted by the Body Corporate, which rule or regulation may exclude any kind of pet, other than dogs or cats, by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon 7 days' written notice from the Body Corporate;
- (12) No Unit Owner shall overload the electric wiring in the building, or operate any

machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Body Corporate, an unreasonable disturbance to others;

- (13) No Unit Owner shall use the sewage disposal system except for the disposal of sewage and no toxic substances or other foreign matter such as would cause the malfunction thereof shall be introduced into the disposal system;
- (14) No Unit Owner shall park or permit to be parked, nor shall leave unattended or permit to be left unattended any vehicle, cycle, hand truck or trailer in any area other than that designated for parking or in such a manner as to obstruct any ingress in or egress from the building or ingress in or egress from the Common Property or so as to prevent or obstruct ingress or egress of the fire fighting equipment or any other facility or equipment of the Common Property;
- (15) No Unit Owner shall place or caused to be placed in the corridors, stairways, or other Common Property except as shall be permitted by the Body Corporate any furniture, packages or objects of any kind and shall not utilise any such areas for any purposes other than normal passage;
- (16) No Unit Owner shall throw refuse out of his Unit;
- (17) No repairing (except in an emergency) or restoration of any motor vehicle, or other vehicle shall be permitted on the Common Property;
- (18) No noxious or offensive activity shall be carried on in any Unit or on the Common Property, nor shall anything be done therein, either willfully, or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants;
- (19) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung or exposed on any part of the Common Property. The Common Property shall be kept free and clear of rubbish, debris and other unsightly materials;
- (20) No benches, chairs or other personal property shall be left on any part of the Common Property without the prior consent of, and subject to any regulations of, the Body Corporate;
- (21) Nothing shall be altered or constructed in or removed from the Common Property except as constructed or altered by or with the written consent of the Body Corporate;
- (22) Nothing shall be done or kept in any Unit or in the Common Property which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Body Corporate. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Property which will result in the cancellations of any insurance maintained by the Body Corporate, or which would be in violation of any law;
- (23) No waste shall be committed in the Common Property;
- (24) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Property or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Body Corporate, to the extent such payment is not waived or released and any such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder;
- (25) No Unit Owner shall be permitted to sell and convey his Unit until he has paid all unpaid common expenses levied by the Body Corporate against his Unit;

(26) On a sale of a Unit a written notice of the name and address of the new Unit Owner shall be given to the Board;

(27) A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a copy of the mortgage or other security document with the Board which shall maintain such information in a book entitled "Mortgages";

(28) No Unit Owner shall be permitted to sell and convey his unit until he shall have paid in full to the Board all unpaid common expenses theretofore assessed by the Board against his Unit PROVIDED FURTHER that none of the Units shall be used or permitted to be used or occupied except as a private dwelling by the Unit Owner, his family, guests or tenants.

10. Unit Entitlement

The Unit entitlement of each unit is as set out in the Third Schedule hereto and is expressed as a percentage fixed as the approximate proportion which the floor area of the Unit bears to the aggregate floor area of all the units taken together. The unit entitlement of each Unit shall determine the quantum of the undivided share in the common property appertaining to each Unit, the voting rights of each Unit owner, the proportion of the common expenses payable from time to time as contributions by each Unit owner and the interest of each Unit Owner in the Property and the Building upon termination of the application of the Act to the same. The unit entitlement of any unit shall not be varied unless all of the Unit Owners affected thereby give their consent thereto by a document or documents under their hand and seal and duly filed and recorded at the Land Registry of this Island as an amendment to this Declaration.

11. Description of the Common Property

"Common Property" means and describes all the Property and Building which are not included in the Units as the same are hereinbefore defined and includes easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the Units and the common property and easements of support in every Unit which contributes to the support of the improvements and further includes but is not limited to the driveways, landscaping, parking facilities, fire protection equipment, lobby areas and public walkways and railings, stairways, elevator, plumbing and electric piping and conduits, sewerage disposal pipes and plant and includes all personal property held and maintained for the joint use and enjoyment of all the Unit Owners.

12. Body Corporate

The owner for the time being of every Unit in the Building on the Property to which this Declaration relates shall ipso facto be a member of the Body Corporate which shall be established on the date this Declaration is lodged for recording by virtue of Section 13 of the Act. The Body Corporate shall have the name "The Proprietors, Unit Plan No 104 " and shall be charged with the operation of the Property by virtue of Section 14 of the Act and in accordance with the by-laws hereinafter referred to.

13. By-Laws

The By-Laws applicable to the Property and the Building shall be as set out in the Fourth Schedule to this Declaration and may not be added to amended or repealed except by special resolution of the Body Corporate.

14. Maintenance of Property and Building

The Board may from time to time enter into a contract for the regular maintenance and proper management of the Property and the Building.

15. Common Expenses

- (a) The proportionate share on each Unit Owner in the common expenses of the condominium as defined in Section 2 of the Act and calculated according to the unit entitlement as provided by Section 7 (4) (b) of the Act shall be levied by the Board on Unit Owners from time to time but not more frequently than once a month.
- (b) The Company shall be subscribe for the allotment of a maximum of 56 common shares in the capital of Millennium Heights Association Inc. which is a company established to manage and administer the Common Property of the Development and phases of the Development.
- (c) Charges which accrue based upon a per Unit cost, irrespective of unit entitlement, arising out of Government regulation or any regulation of a statutory body or the Body Corporate, or arising by reason of the form of contract required by the independent contractor providing the service, including but not limited to services for sewage collection and treatment, garbage collection, pest control, maintenance, service charge and any and all other charges so incurred in the normal course or property maintenance and management, shall be paid as part of the maintenance charge levied against each Unit on the basis incurred, irrespective of any application of unit entitlement.
- (d) If the maintenance charge so levied shall remain unpaid for a period exceeding thirty days it shall be the duty of the Body Corporate to initiate proceedings in a Court of competent jurisdiction as provided by Section 18 (2) of the Act to recover such charges.

16. Insurance

Upon the lodging for recording of this Declaration and until such time as the Unit Owners may otherwise decide by unanimous resolution as provided by Section 14 (1) (c) and by special resolution as provided by Section 14 (1) (d) of the Act, the following provisions shall apply with regard to insurance:-

- (a) The Body Corporate shall insure and keep insured the Building to the replacement value thereof against loss or damage by fire, lightning, explosion, aircraft and articles dropped therefrom, earthquake, civil commotion, riot, strike, storm, tempest, hurricane, tornado, tidal wave, flood and all such other risks as may from time to time be deemed necessary; and the Body Corporate will reimburse to the Company pro rata for any such insurance effected by the Company and for which the Body Corporate accepts the benefit;
- (b) Improvements to Units made by Unit owners shall not affect the valuation for the purposes of such insurance;
- (c) The Body Corporate shall endeavour to secure a provision that the insurer waives its right of subrogation as to any claim against unit owners, the Body Corporate and their respective servants agents or guests;
- (d) In accordance with Section 24 (2) of the Act, the Body Corporate shall give written notice of any insurance effected by it on the Building and any change therein or termination thereof to each unit owner and on the written request of any unit owner or mortgagee of a unit shall produce for inspection by such owner or mortgagee the policy or policies of insurance effected by the Body Corporate and the receipt or receipts for the last premium or premiums paid in respect thereof;
- (e) In accordance with Section 24 (3) of the Act, the policy of insurance taken out by the Body Corporate in respect of the Building as aforesaid shall not be liable to be brought into contribution with any other policy of insurance save another policy authorised under the provisions of paragraph (c) of Section 14 (1) of the Act in respect of the same Building as aforesaid shall not be liable to be brought into contribution with any other policy of insurance save another policy authorised under the provisions of paragraph (c) of Section 14 (1) of the Act in respect of the same Building;

(f) The insurance premiums payable by the Body Corporate in respect of such insurance cover shall be a common expense to be paid as part of the contribution referred to in clause 16 hereof, but such part shall be set aside and credited to a separate insurance account to be maintained by the Body Corporate;

(g) Once in every year the Body Corporate shall review the replacement value of the Building and shall make such adjustment thereto as may appear necessary. When an alteration is made in the replacement value a further notification under paragraph (d) hereof shall be delivered to each unit owner;

(h) Each unit owner may at his own expense insure his personal property and his personal liability but all such insurance shall contain the same waiver of subrogation as that referred to in paragraph (c) hereof. Each unit owner may obtain insurance at his own expense in regard to any improvements to his unit made by him in which he would have an insurable interest in excess of his interest in the policy purchased by the Body Corporate but such insurance shall provide that it shall be without contribution as against the insurance taken out by the Body Corporate or alternatively shall be undertaken by the same insurer as that taken out by the Body Corporate. Each unit owner may also by virtue of Section 25 of the Act, insure in respect of any damage to his unit, and the provisions of Section 25 of the Act shall apply thereto;

(i) The exclusive right to adjust losses under the Body Corporate's insurance policy shall be vested in the Body Corporate under Section 14 (1) (c) and 14 (1) (d) of the Act and shall be held by the Body Corporate in trust for the unit owners (and their mortgagees as their interest may appear) affected by the loss for the purpose of the repair or reconstruction of the Building in accordance with Section 36 of the Act, save where the provisions of Section 31 of the Act are invoked.

17. Amendments to this Declaration

Save as provided by Sections 22 and 31 of the Act the provisions of this Declaration shall not be amended, added to or revoked except by an instrument under the seal of the Body Corporate duly recorded at the Land Registry and assented to by every Unit Owner and their mortgagees (if any) for the time being.

18. Enforcement by Company of certain contracts

The Company will at its own expenses promptly take all necessary steps to enforce all provisions (if any) in any contract relating to the erection, completion, fitting and furnishing of the Building in respect of inadequate, defective and incomplete workmanship or any other matter for which the Company may have a claim and insofar as the result of any such claim shall be the payment of any moneys to the Company will hold the same in trust for the Body Corporate for the purpose of remedying any such matter in respect of which it shall have been paid.

IN WITNESS whereof this Declaration has been executed under seal the day and year hereinbefore written.

FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT land (formerly part of the lands of Welches Plantation) situate at Phase 2 Millennium Heights, Welches in the parish of Saint Thomas in Barbados and being the lot marked A on a plan certified on the 30th day of April 2003 by Robert S. Warren, Land Surveyor (hereinafter called "the key plan") containing by admeasurement 4,155 square metres or thereabouts (of which area 429.4 square metres are contained in development road) Abutting and Bounding towards the west on the lots marked BA and BB on the key plan towards the north on the lots numbered 2, 4 and 6 on the key plan towards the east on the lot numbered 56 on the key plan and towards the south on other portions of the development road or however else the same may about and bound. Together with all buildings and erections thereon.

SECOND SCHEDULE HEREINBEFORE REFERRED TO**Part 1****COVENANTS**

1. Not to erect on any lot any building or erection other than a single unit house, a multiple unit house, or a townhouse in accordance with the conditions attached to the permission of the Chief Town Planner. The Owner shall designate the type of building or erection which may be constructed on each lot. Such building and erection shall be designed by an architect and approved by the Owner in writing or its assignee prior to commencement of any building works. Such building and erection shall be substantially of masonry construction, not exceeding two storeys in height, including basement and not exceeding 8 metres from the highest point of the lot, together with boundary walls or fences;
2. Not to erect any such buildings or erections on the lots:
 - (i) having an internal floor area of less than 160 square metres (1,722 square feet) per unit and be of a cost of less than \$350,000.00), excluding garage or carport (patios and balconies shall be deemed to be internal);
 - (ii) having a covered ground floor area exceeding 26% of the lot area for a single storey house and 20% for a multiple storey house; and
 - (iii) be less than 6 metres from the boundary line of other lots except for those lots designated or to be designated by the Owner as suitable for a type of unit which may be built on and over two or more lots and the boundaries thereof, subject to the permission of the Chief Town Planner;
3. The Contractor shall as soon as possible and in any case not later than 16 months after commencement of any building works in connection with the construction of a building or any erections on the lot complete the building and erections to be built thereto, including painting and landscaping. Commencement of building works shall mean commencement of excavations for foundations of the house or any erections. Renovations or other works including painting and landscaping shall be completed within a reasonable time but no later than 6 months after commencement.
4. No building works shall take place on Sundays or bank holidays and shall be restricted to 7 a.m. to 6 p.m. each day or such other hours as shall be permitted by the management company (hereinafter called "the board"). The owner of each lot shall take all reasonable steps to control and minimize dust and debris during construction and in furtherance of this shall erected hoardings of wood or such other materials as the board shall direct;
5. Not to erect any buildings, erections, walls, fences or hedges less than 6 metres from the boundary line of the lot where it meets the verge. Fences shall be of timber or chain link or such other materials as the board shall direct;
6. No mixing of concrete or other construction works shall be permitted on any area outside of a lot;
7. No owner shall make or permit to be made any structural or other modification or alterations to his property without the prior consent in writing of the board such permission not to be unreasonably withheld;
8. No owner shall be permitted or entitled to subdivide his lot or change its boundary lines except with the prior written approval of the Chief Town Planner and the Owner or its assignee;
9. No such buildings or erections shall be permitted to fall into a state of disrepair or remain unpainted, if painting is reasonably required;
10. No lots shall be permitted to fall into disrepair or to be overgrown;

11. Not to refuse to give permission to all public utility companies to have free access at all times to any installations on the lots for the purpose of maintaining its services or equipment thereto or thereon;
12. No portion of the lot shall be used, in whole or in part, for the storage of any property matter or thing that will cause it to appear to be in an unclean or untidy condition, nor shall any substance, thing, or material be kept upon any portion of the lot that will emit foul or obnoxious odours or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of Millennium Heights Development Ltd.;
13. Not to permit excessive noise or lighting to emanate from the lot so as to disturb the quiet and peaceful enjoyment of any owner or occupier of any other lot. All exterior lighting fixtures should be designed to minimize light pollution and no unshielded or direct spotlights shall be installed on any lot without the prior written permission of the board;
14. No water (whether domestic, rain or storm water) shall be allowed to run off any lot onto any adjacent lot, such run off water must be channelled onto the drainage facility provided for the lot;
15. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any lot;
16. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the lot, except within an enclosed structure appropriately screened from view erected for that purpose;
17. Each owner shall be obligated to maintain and keep his own property in good, clean order and repair;
18. No owner shall use the sewage disposal system except for the disposal of sewage and no toxic substances or other foreign matter such as would cause the malfunction thereof shall be introduced into the disposal system;
19. No noxious or offensive activity shall be carried on on any lot nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners;
20. No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted on the lot except for temporary lines as required during construction;
21. No industry, business, trade occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, or otherwise, shall be conducted, maintained, or permitted on any lot but so that the renting of a house as one residential dwelling shall not be construed as a breach of this covenant;
22. No unlawful use shall be made of any lot;
23. No animals, livestock, birds, fowl, poultry or reptiles of any kind shall be raised, bred, or kept on any lot, except that household pets, including dogs and cats, may be kept, subject to rules and regulations adopted by the board, which rule or regulation may exclude any kind of pet, other than dogs or cats, which numbers may be limited, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorised pet causing or creating a nuisance or unreasonable disturbance in the opinion of the board shall be permanently removed from the lot upon 7 days' written notice from the board;
24. No owner shall overload the electric wiring in his property, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the board, an unreasonable disturbance to others;

25. No owner shall park or permit to be parked, nor shall leave unattended or permit to be left unattended any vehicles, cycle, hand truck or trailer outside of his lot;
26. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung or exposed on any part of the lot in a manner which is visible from outside the lot at ground level. The lot shall be kept free and clear of rubbish, debris and other unsightly materials;
27. No benches, chairs or other personal property shall be left outside of a lot;
28. If the act or omission of an owner, or of a member of his family, a household pet, guest, occupant or visitor of such owner, shall cause damage to any part of the said area including property owned by others, or maintenance, repairs or replacements shall be required which would not otherwise be required, then such owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the board, to the extent such payment is not waived or released and any such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder;
29. No balcony or terrace shall be enclosed or decorated or covered by any awning, or the colours of any balcony, external walls, roof or any part thereof changed, or otherwise changed to any extent without the prior consent in writing of the board;
30. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any lot except at such location and in such form as shall be determined by the board. The right is reserved by the Owner to display "For Sale" or "For Rent" signs on any unsold or unoccupied lots, and on any part of the said area;
31. Every owner shall observe and perform all conditions, restrictions and stipulations of the Chief Town Planner including those attached to his permission dated the 23rd day of November 1999 reference no: 2875/12/98C in so far as the same are to be kept observed and performed by the owner for the time being of any lot and shall indemnify the Owner against any breach in relation thereto;
32. No owner shall be permitted to sell and convey his property until he has paid all unpaid expenses levied by the board against his property;
33. On a sale of a lot a written notice of the name and address of the new owner shall be given to the board;
34. Every owner shall construct underground garbage facilities to the standard required by the board.

Part 2

- (1) A right of way from time to time and all times hereafter by day or night and for all purposes connected with the use and enjoyment of the lot hereby conveyed but not for any other purpose whatsoever for the Purchaser and its successors in title the owners and occupiers for the time being of the lot hereby conveyed or any part thereof and its and their respective licensees (in common with the Vendor and all other persons having the like right) with or without vehicles of any description and with or without animals to and from the lot hereby conveyed or any part thereof over and along all present and future roads and other Common Property of Phase 1 and Phase 2 Millennium Heights to and from and public road and from and to all other lots and condominiums of Phase 1 and Phase 2 Millennium Heights and to the public road;
- (2) The right and license to break up and repair any part of the said roads and to break up and lay thereunder any gas or water pipes or conduits for underground electric or telephone cables or wires or mains or those of any public utility or other service and at all times to replace any such pipes conduits cables or wires making good all damage done to the said road in the exercise of such powers and restoring the same to their former state and condition with as little delay as possible.

THIRD SCHEDULE HEREINBEFORE REFERRED TO

FLOOR	UNIT NO.	TYPE	AREA OF LOT (square feet)	UNIT ENTITLEMENT
Ground	140	3 bed	2,192	7.183%
	150	3 bed	2,192	7.183%
	160	1 bed	1,053	3.451%
	170	3 bed	2,192	7.183%
First	240	3 bed	2,192	7.183%
	250	3 bed	2,192	7.183%
	260	1 bed	1,053	3.451%
	270	3 bed	2,192	7.183%
Second	340	3 bed	2,192	7.183%
	350	3 bed	2,192	7.183%
	360	1 bed	1,053	3.451%
	370	3 bed	2,192	7.183%
Third	440	3 bed	2,192	7.183%
	450	3 bed	2,192	7.183%
	460	1 bed	1,053	3.451%
	470	3 bed	2,192	7.183%
TOTAL SQUARE FEET			30,516	100.00%

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO
By-Laws of the Proprietors, Unit Plan No. 104
Definitions

1. The definitions set out in the Condominium Act Chapter 224A (hereinafter called "the Act") shall apply to these by-laws and the rules annexed hereto except where words are otherwise hereinafter specifically defined.

2. Applicability of By-Laws

(a) The provisions of these by-laws are applicable to the property described in this Declaration dated the 14th day of August 1998 of 2006 and to the use and occupancy thereof and to any other property which may be added thereto upon the recording of an amendment to the said Declaration. The term "the property" as used herein shall include the land, the buildings and all other improvements thereon, including the units, the common property and all easements, rights, appurtenances belonging thereto and all other property, personal or otherwise, intended for use in connection therewith.

(b) The by-laws set out in the Schedule to the Act shall not apply to the Property.

All present and future owners, mortgagees, lessees and occupants of the units and their employees and any other person who may use the property or any part thereof in any manner are subject to these by-laws, the Declaration, any rules which may be made and published for the use of the property and all agreements, covenants, restrictions and easements of record.

3. Board of Management

(a) The functions of the Body Corporate shall insofar as is consistent with the Act subject to any restrictions imposed or directions given at a General Meeting, be exercised by the Board of Management (hereinafter called "the Board") of the Body Corporate.

(b) Subject to paragraph (c) of this clause the Board shall consist of not less than three nor more than seven unit owners and shall be elected at each Annual General Meeting. Where there are not more than five unit owners, the Board shall consist of all unit owners.

- (c) If a unit has more than one owner, only one may sit on the Board at one time.

4. Removal from the Board

Except where the Board consists of all unit owners, the Body Corporate may by resolution at an Extraordinary General Meeting remove any member of the Board before the expiration of his term of office and appoint another unit owner in his place to hold office until the next Annual General Meeting.

5. Casual Vacancy

Any casual vacancy on the Board may be filled by the remaining members of the Board.

6. Quorum

Except where there is only one unit owner, a quorum of the Board shall be

- (a) 2, where the Board consists of 4 or less members;
- (b) 3, where the Board consists of 5 or 6 members; and
- (c) 4, where the Board consists of 7 members.

7. Meetings of the Board

- (a) The first meeting of the Board following the Annual General Meeting of the unit owners shall be held within twenty days thereafter at such time and place as shall be fixed at the meeting where the Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, provided a quorum of the Board shall be present thereat.
- (b) Regular meetings of the Board may be held at such time and place as the Board may determine but in any event not less than two meetings shall be held in any fiscal year and notice of any such meeting shall be given to each member of the Board by mail, telephone or other electronic communication at least three days prior to that named for such meeting.

8. Duties of the Board

The Board shall:

- (a) cause minutes to be kept of its proceedings;
- (b) cause minutes to be kept of General Meetings;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures took place;
- (d) cause to be prepared proper audited accounts relating to all moneys of the Body Corporate and the income and expenditure thereof for each Annual General Meeting;
- (e) on application of any unit owner or mortgagee or any person authorised in writing by him, make the books of account available for inspection at all reasonable times;
- (f) on application of any unit owner or any person acquiring an interest in the unit (which shall include the taking of a mortgage) from any unit owner and with his consent give a complete statement of the standing of the unit owner with regard to common expenses, and with regard to fulfilment of all unit owners' obligations in connection with the property within seven days after its receipt of the request;

- (g) give written notice to each unit owner of any insurance effected by it on the building and any change therein or termination thereof and on the written request of any unit owner or mortgagee of a unit produce for inspection by such owner or mortgagee the policy or policies of insurance effected by the Body Corporate and the receipt or receipts for the last premium or premiums paid in respect thereof;
- (h) cause to be assessed to each unit owner all per unit costs in accordance with clause 17(a) of the Declaration and all appropriate expenses described in By-law 12(e) and paragraphs (a), (c), (d) and (e) of By-law 30 and in proper proportion his contribution towards common expenses and enforce payment of the same;
- (i) keep available for inspection by any unit owner mortgagee or other interested party and by any person duly authorised in writing by any of them true copies of the Declaration, By-laws and rules and all amendments thereto.

9. Powers of the Board

The Board shall have the powers necessary for the administration and operation of the property and may do all such things except as by the Act or by the Declaration or by these By-laws may not be delegated to the Board by the unit owners. Such powers shall include but not be limited to the following:

- (a) operation, care, upkeep and maintenance of the common property;
- (b) provision of services for laundry, security, refuse collection and pest control;
- (c) determination of the common expenses, including without limitation the fee or fees payable to any management agent appointed by the Board;
- (d) collection of common expenses from the unit owners;
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Property and the provision of services as aforesaid;
- (f) adoption and amendment of rules and regulations covering the details of operation and use of the property;
- (g) obtaining insurance for the property and the units as is provided for in the Act;
- (h) making repairs, additions and improvements to or alteration and restoration of the property in accordance with the other provisions of these By-laws;
- (i) enforcement of obligations of the unit owners and for this purpose to levy fines against unit owners for violation of reasonable rules and regulations established by it for the conduct of the unit owners. No fine may be levied of more than \$500.00 for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against a unit owner as if the fines were common expenses owed by the particular unit owner;

- (j) granting or relocation of easements;
- (k) employment of a managing agent on contract or otherwise at such remuneration as may be determined by the Board (not exceeding however a sum equal to 10% of the common expenses payable by the unit owners) to perform such duties and services as the Board shall authorise insofar as the same are capable of being delegated under the Act.

10. Liability of the Board

The members of the Board shall not be liable to the unit owners for any mistake or judgment, negligence or otherwise except for their own individual wilful misconduct or bad faith. The unit

owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Body Corporate unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or of these by-laws. A unit owner shall have no personal liability for the acts or omissions of the body corporate and his liability for the common expenses shall be limited to the amount of the contributions from time to time levied upon him.

11. Duties of the Body Corporate

The Body Corporate shall:

- (a) control, manage and administer the property for the benefit of all unit owners;
- (b) repair and maintain the common property and keep it and the fixtures and fittings used in connection therewith in good and substantial repair and condition;
- (c) where practicable, establish and maintain suitable lawns and gardens on the common property;
- (d) maintain and repair (including renewals where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the property and capable of being used in connection with the enjoyment of more than one unit or the common property;
- (e) exercise all rights at common law in order to abate any nuisance created by any unit owners, his or her servants, agents licensees and invitees, provided that in the event of the Body Corporate by its servants or agents in the exercise of its complete discretion so abating any such nuisance, no action or cause of action shall arise to any unit owner as a result of the Body Corporate's activities;
- (f) insure and keep insured the building to the replacement value thereof against fire, hurricane, flood and seawave unless the unit owners by unanimous resolution otherwise decide, and to insure against such other risks as the unit owners may by special resolution determine;
- (g) comply with notices or orders issued by any competent public authority in respect of the property;
- (h) call a General Meeting of the unit owners within three months after registration of the Declaration and the invoking of the Act;
- (i) call a General Meeting of unit owners once in each calendar year and in all cases allow no more than fifteen months to elapse from one General Meeting to another.

12. Powers of the Body Corporate

The Body Corporate may:

- (a) purchase, hire or otherwise acquire personal and real property for use by the unit owners in connection with the enjoyment of the common property, and for use in the management and maintenance of the 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 or mortgage of unpaid contribution (whether levied or not) or mortgage of any property vested in it, or by a combination of those means;
- (d) invest as it may determine any moneys not immediately required for administrative expenses;

- (e) make an agreement with the unit owners or occupiers of any unit for the provision of amenities or services by it to such unit or to the unit owner or occupier thereof;
- (f) enter into service contracts with independent contractors at reasonable rates for periods of time not exceeding three years;
- (g) do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the common property.

13. General Meetings of the Body Corporate

- (a) A General Meeting of unit owners shall be held within three months after registration of the Declaration;
- (b) Subsequent General Meetings (hereinafter referred to as "Annual General Meetings") shall be held once in each year; Provided that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next;
- (c) All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

14. Extraordinary General Meetings

The Board may whenever it thinks fit and shall upon a requisition in writing made by at least three (3) unit owners convene an Extraordinary General Meeting. If the meeting is not called or held within thirty days of receipt of the requisition any of the requisitionists may call the meeting which shall be held within sixty days of receipt of the original requisition.

15. Notice of General Meetings

- (a) Two notices will be sent to every unit owner. The first notice will be sent thirty days prior to the date set for the meeting and the unit owner shall communicate to the Board within fifteen days as to whether it is the intention of that unit owner to attend the meeting either personally or by proxy. Should no communication be received within fifteen days prior to the date set for the General Meeting another notice in the same form will be sent to the unit owner accompanied by a letter stating that no notice has been received as to whether it is the intention of the unit owner to attend whether personally or by proxy and informing the unit owner as to the quorum for the meeting present at the meeting whether personally or by proxy.

- (b) Seven days' notice of every General Meeting specifying the place, the date and hour of the meeting and, in the case of special business, the general nature of such business, shall be given to all unit owners and registered first mortgagees who have notified their interests to the Body Corporate but accidental omission to give such notice to any unit owner or to any registered first mortgagee or non-receipt of such notice by any unit owner shall not invalidate any proceedings at any such meeting. Notice shall be given personally or by prepaid registered wrapper addressed to the person for whom it is intended at the address provided to the Body Corporate by the unit owner or mortgagee.

16. Quorum

A quorum for a General Meeting shall be three (3) owners (representing at least 25 per cent of the total unit entitlements) entitled to vote being present in person or by proxy.

17. Adjournment

If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote who are present either in person or by proxy shall constitute a quorum.

18. Business at General Meetings

- (a) All business shall be deemed special that is transacted at an Annual General Meeting with the exception of the consideration of accounts and with the exception of the items numbered (i) to (v) in paragraph (c) hereof and all business transacted at an Extraordinary General Meeting shall be deemed special.
- (b) Save as in these by-laws otherwise provided no business shall be transacted at a General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (c) The order of business at all General Meetings shall be as follows:-
 - (i) Roll call
 - (ii) Proof of notice of the meeting
 - (iii) Reading of minutes of preceding General Meeting
 - (iv) Confirmation of minutes of preceding General Meeting
 - (v) Matters arising from the minutes of the preceding General Meeting
 - (vi) Report of the Board
 - (vii) Report of the Committees (if any)
 - (viii) Election of members of the Board of Management (when so required)
 - (ix) Unfinished business
 - (x) New business

19. Chairman

- (a) At the commencement of a General Meeting a Chairman of the meeting shall be elected.
- (b) Except in the case of paragraph (a) of this By-law, in the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to his original vote.

20. Voting

- (a) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any unit owner present in person or by proxy. Unless a poll is so demanded a declaration by the Chairman that a resolution has, on a show of hands, been carried, shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (b) On a show of hands or on a poll the votes may be given either personally or by proxy and on a show of hands the proxy voting may indicate he is showing hands with respect to a number of votes and, provided that his proxies are in order, the votes shall be so counted.
- (c) On a show of hands each unit owner shall have one vote. On a poll the votes of unit owners shall correspond with the unit entitlement of their respective units.
- (d) A proxy need not be a unit owner.

(e) An instrument appointing a proxy shall be in writing under the hand of the appointor or his Attorney and may either be general or for a particular meeting.

21. Polls

(a) A poll, if demanded, shall be taken in such manner as the Chairman thinks fit and such poll was demanded. The Chairman shall appoint two scrutineers from the meeting to conduct the poll and the scrutineer's determination of the result of the poll shall be final and binding on the meeting.

(b) A demand for a poll may be withdrawn.

22. Entitlement to vote

Except in cases where by or under the Act a unanimous resolution is required, no unit owner shall be entitled to vote at any General Meeting unless all contributions payable in respect of his unit have been duly paid.

23. Co-owners

Co-unit owners may vote by proxy jointly appointed by them, and in the absence of such proxy, shall not be both entitled to vote on a show of hands, except where the unanimous resolution of unit owners is required by the Act, but any one co-unit owner may demand a poll. On any poll such co-unit owners shall be entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interest in the unit of such of the joint unit owners as do not vote personally or by individual proxy.

24. Companies

A company which is a unit owner shall by a resolution of its directors authorise any of its officers or any other person to act as its representative at any meeting of the Body Corporate or of the Board and the persons so authorised shall be entitled to exercise the same powers on behalf of the company which he represents as if he were the individual unit owner.

25. Successive interests

Where unit owners are entitled to successive interests in a unit, the unit owner 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 the Act the unanimous resolution of unit owners is required or not.

26. Trustees

Where a unit owner holds his unit as a trustee, he shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and such persons shall not vote.

27. Proxies

An instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, and may be either general or for a particular meeting. A proxy need not be a unit owner.

28. Common Seal

(a) The Body Corporate shall have a common seal which, subject to paragraph (b), shall at no time be used except by authority of the Board previously given and in the presence of the members of the Board or at least two members thereof, who shall sign every instrument to which the seal is affixed.

(b) Where there is only one member of the Body Corporate his signature or that of his nominee shall be sufficient for the purposes of this by-law.

29 Duties of unit owners

A unit owner shall:

- (a) at all times comply strictly with the provisions of the Declaration and these by-laws and the rules promulgated by the Board for the proper use of the unit and the common property;
- (b) permit the Body Corporate and its agents at all reasonable times on notice (excepting case of emergency, when no notice shall be required) to enter his unit for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or common property or for the purpose of ensuring that the by-laws are being observed;
- (c) forthwith pay all taxes, charges, outgoings and assessments that may be payable in respect of his unit;
- (d) repair and maintain his unit and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or Act of God excepted;
- (e) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other unit owners or their families or visitors;
- (f) not use his unit or permit it to be used in such manner or for such purpose as shall cause a nuisance or hazard to the occupier of any other unit (whether a unit owner or not) or the family of such occupier;
- (g) notify the Body Corporate forthwith upon any change of ownership or of any mortgage or other dealings in connection with his unit;
- (h) within seven days after the service of any notice upon him of any requirement by the Body Corporate to repair, forthwith comply therewith, provided that in the event of the unit owner not complying therewith, to permit the Body Corporate to enter into and carry out such works set forth in such notice, and the costs incurred by the Body Corporate in so doing shall be deemed to be an expense incurred by the Body Corporate;
- (i) within seven days after the service of any notice upon him requiring payment of any contribution or other sum as might become chargeable under the provisions hereof, to pay to the Board such contribution or other sum and in default of payment, to pay interest on the same at the rate of 10% per annum from the due date thereof, together with all expenses, including attorneys' fees incurred by the Board in any proceeding brought to collect such contribution or other sum.
- (j) All maintenance and replacement of and repairs to any unit whether structural or non-structural, ordinary or extraordinary, other than to the common property contained therein and to the doors and windows, electrical, plumbing and air-conditioning fixtures within the unit or belonging to the unit owner, shall be done by the unit owner at the unit owner's expense excepting as otherwise specifically provided herein.
- (k) All maintenance, repairs and replacements to the common property shall be made by the Board and shall be a charge to all the unit owners as a common expense, excepting to the extent that the same are necessitated by the negligence misuse or neglect of one or more unit owner, in which case such expense shall be charged to such unit owner or owners.
- (l) A terrace or balcony to which there is direct access from the interior of a unit, shall be for the exclusive use of the owner of such unit. Any such terrace or balcony shall be kept in proper condition by the owner of such unit who shall also make all repairs

thereto caused to or permitted by his negligence, mis-use or neglect. All other repairs in to or with respect to such terrace or balcony shall be made by the Board and the cost thereof shall be a charge on the unit.

(m) Charges for the supply to any unit of electricity, water, gas and any other utility capable of being individually metered, shall be paid by the unit owner. Charges for the supply of utilities to the common property shall be paid by the Board and chargeable to the unit owner as a common expense.

(n) Each owner shall endeavour to conserve the plumbing and electrical system of the building and any damage to any of these systems caused by the wrongful act or neglect of any owner shall be repaired at the expense of such owner.

(o) A unit owner shall not cut, maim, injure or otherwise damage any tree, shrub, hedge or flower garden on the common property and a unit owner shall be liable to the Board for any damage done thereto by him, his servants, agents, family or invitees.

(p) Except in recreational or storage areas designated as such by the Board, there shall be no playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common property, except that terraces and balconies may be used for their intended purposes.

(q) No parking space may be used for any purpose other than to park automobiles, excluding specifically trucks, commercial vehicles, trailers or boats.

(r) A unit owner shall at all times comply with the directions of the Board in relation to the disposal of garbage and the control or extermination of vermin, insect and other pests.

30. Repair and Reconstruction of the Building

In the event of damage to or destruction of the building as result of fire or other accident, the Board shall (subject to the Act) arrange for the prompt repair and restoration of the Building (including any damaged units, and any kitchen or bathroom fixtures initially installed therein) but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by or on behalf of the unit owners and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess the unit owners for such deficit and for a completion bond for such deficit as part of the common expenses.

If there shall have been a repair or restoration and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds (if any) shall be added to the reserve fund of common expenses and at the option of the Board divided among all unit owners in proportion to their respective unit entitlements after first paying out of the share due each unit owner such amounts as may be required to reduce unpaid liens on such unit in order of priority of such liens.

31. Sales of Units

(a) On the sale of a unit particularly with respect to the new owner of the unit the sale shall forthwith be notified to the Board.

(b) No unit owner shall be permitted to sell and convey his unit until he shall have paid in full to the Board all unpaid common expenses therefor assessed by the Board against his unit.

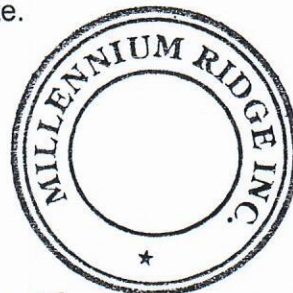
32. Invalidity of By-laws

The invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-laws.

33. **Amendment of By-laws**

These By-laws may be amended only by special resolution of the Body Corporate.

THE COMMON SEAL of MILLENNIUM
RIDGE INC., was affixed in accordance
with the Company's By-Laws in the presence of:-



[Handwritten signature]

Witness:

[Handwritten signature: M Evelyn]

Name: SUSANNAH MARIE EVELYN

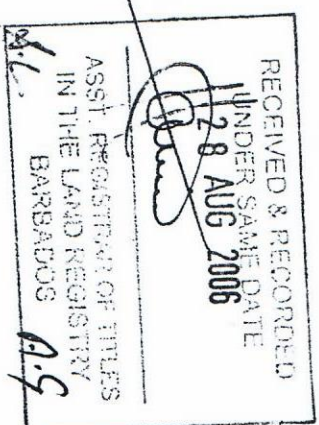
Address: BURNLEY, BRITTON'S HILL, ST. MICHAEL

Calling or description: ATTORNEY-AT-LAW

Dated 4th August 2006

MILLENNIUM RIDGE INC.

CONDOMINIUM DECLARATION FOR
MILLENNIUM RIDGE CONDOMINIUMS



Peter Evelyn & Co.

Heritage House,
Pinfold Street,
Bridgetown
Barbados.