

Block F. PUP71

LAND REGISTRY  
Recording Page

Return To:

R H MARAJ

MILLENNIUM HEIGHTS DEVELOPMENT  
LTD

	\$	.00
RECORDING	\$	5,000.00
	\$	.00
	\$	.00
	\$	.00
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	\$	.00
STAMP DUTY	\$	50.00
Total:	\$	5,000.00

ST. MICHAEL BARBADOS  
LAND REGISTRY

Index CONDOMINIUM

Book 00001 Page 0572

No. Pages 0017

Instrument DECLARATION

Date : 3/19/2002

Time : 10:47:18

Control # 200203190022

INST# RD 2002 002157

ADJ #

Employee ID GAILE

MICHAEL S. ALLEYNE  
REGISTRAR OF TITLES



200203190022

Dated 18 March 2002

\$5000.00 SL 02/03/19

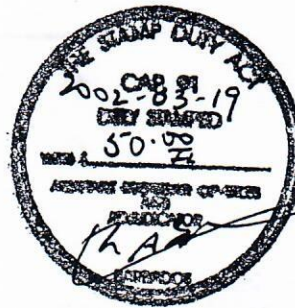
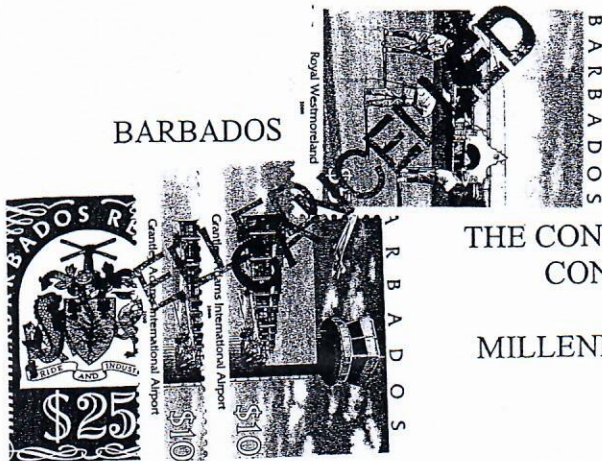
MILLENNIUM HEIGHTS  
DEVELOPMENT LTD.

BLOCK F

CONDOMINIUM DECLARATION

RECEIVED	MAR. 19 2002
AND RECORDED UNDER SAME DATE	
.....in the LAND REGISTRY	
Barbados	
Xd. <i>SL</i>	<i>Green</i>
<i>Perm.</i>	<i>Dep</i> Registrar of Titles

R. H. MARAJ



DRAWN & PREPARED BY

*[Signature]*  
R. H. MARAJ  
ATTORNEY-AT-LAW  
STEVMAR HOUSE  
ROCKLEY, CHRIST CHURCH  
BARBADOS

THE CONDOMINIUM ACT, CHAPTER 224A  
CONDOMINIUM DECLARATION  
FOR  
MILLENNIUM HEIGHTS CONDOMINIUM  
BLOCK F

THIS DECLARATION is made the 18<sup>th</sup> day of March 2002 by MILLENNIUM HEIGHTS DEVELOPMENT LTD., a Company incorporated under the provisions of the Companies Act Chapter 308 of the laws of Barbados as Company no. 16874 and having its registered office c/o Stevmar Corporate Services Ltd., Stevmar House, Rockley in the parish of Christ Church in Barbados (hereinafter referred to as "the Company").

WHEREAS the Company is the estate owner of the fee simple absolute in possession of lands situate at Welches in the parish of Saint Thomas in Barbados known as block F containing 480.3 square metres as shown on a plan certified the 19<sup>th</sup> day of September 2001 by Robert S. Warren, land surveyor and attached hereto as Exhibit "A" and the building and other improvements thereon (hereinafter referred to as "the Property")

AND WHEREAS the Company proposes to develop a residential community upon the Property and to establish the Condominium form of ownership for the same pursuant to the provisions of the Condominium Act, Chapter 224 of the laws of Barbados (hereinafter called "the Act")

AND WHEREAS on the 6<sup>th</sup> day of March 2002 by resolution of the Board of Directors of the Company it was resolved that the Property be submitted to the Condominium form of ownership in accordance with the Act under the title of "Millennium Heights Condominium Block F"



NOW THIS DECLARATION WITNESSETH as follows:

**1. INTEREST OF THE COMPANY.**

The Company is the estate owner of the fee simple absolute in possession and the owner of the equitable interest in the Property.

**2. SUBJECTION OF THE PROPERTY TO THE ACT.**

The Property hereinafter described in paragraphs 4 and 5 of this Declaration shall as from the date of the lodging for recording of this Declaration in the Condominium Land Register (hereinafter called "the Register") at the Land Registry of Barbados be subject to the Act and pursuant thereto shall establish a Condominium under the name of "Millennium Heights Condominium Block F" (hereinafter called "the Condominium") and which shall be subject also to the provisions, terms, conditions and restrictions of this Declaration and/or as duly amended from time to time and of any by-laws relating to the Condominium for the time being in force and it is hereby declared that the provisions of this Declaration as to the divisions, covenants, restrictions, limitations, conditions and uses relating to the Property shall constitute covenants to run with the land and shall as from the date of lodging for recording of this Declaration be binding on the Company and its successors in title and on all subsequent owners of all or any part of the Property together with their successors in title until the Company or the subsequent owners sell or otherwise dispose of their entire interest in the Property.

**3. NAME OF BODY CORPORATE ETC.**

The owner for the time being of every unit in the Condominium to which this Declaration relates shall be a member of the Body Corporate which from the date this Declaration is lodged for recording by virtue of section 13 of the Act shall have the name of "The Proprietors, Unit Plan No.

71 " which shall be charged with the operation of the Property by virtue of section 14 of the Act.



#### **4. AREA OF LOCATION AND LAND.**

The Property is situated at Welches in the parish of Saint Thomas in Barbados containing 480.3 square metres or thereabouts and being the lot marked BB(1) on the plan certified on the 19<sup>th</sup> day of September 2001 by Robert S. Warren, land surveyor, Abutting and Bounding as shown on the said plan or however else the same may abut and bound.

#### **5. BUILDING.**

The building erected upon the land described has 3 floors, ground, first and second, and is located as shown on the plan made by Selby Rose & Mapp Architects Ltd., attached hereto as Exhibit "B" and there are 5 units. The basic construction of the building is reinforced concrete foundations and ground beams, block filled solid substructure with reinforced concrete pre-cast floors and part roof. The walls are concrete block, reinforced at intervals. Reinforced concrete ring beams at each level. The external and internal walls are eight inch and four inch concrete blocks, finished in cement/sand render with emulsion paint finish. The floors are covered with 1½ inch cement/sand screed, topped in most area with ceramic tiles. The roof is covered with cement tiles on timber battens on torch-on water-proofing on T&G roof boards secured to timber rafters.

#### **6. DESCRIPTION OF UNITS.**

A description of the units is given in the first schedule hereto which includes the number, type, location and approximate floor area. The common boundary of a unit with another unit or with the Common Property or with another unit not included in the condominium shall be the centre of the floor slab, wall or ceiling or, where no wall exists, an imaginary vertical plane along and coinciding with the interior surface of the windows or doors located on the perimeter of such unit, and each side extends upwards and downwards so as to enclose the area in each said unit, and the outermost surface of the vertical of the floor slab but excluding the painted surface of the balcony or terrace. It is hereby

declared that the wall between a unit and any other property which is not part of the Condominium is a party wall for the purposes of section 46(1) of the Property Act Cap. 236.

Provided that no part of the conduits, ducts, plumbing, wires, and all other facilities for the furnishing of utility services to more than one unit shall be deemed to be within the boundaries of that or any other unit.

Each unit together with the space within the same according to the above boundaries and shown upon the plans annexed hereto together with the undivided share in the Common Property held therewith 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.

#### **7. DESCRIPTION OF COMMON PROPERTY.**

"Common Property" means all land and all portions of the Property other than the units as the same are hereinbefore defined and also includes roof, foundations and the exterior half of the exterior of units and the outermost surface of the vertical of the floor slab of balconies or terraces including the painted surface and includes easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the units and includes easements of support in every unit and which contribute to the support of each and every other unit and further includes but is not limited to the footpaths, roadways, landscaping, fire protection equipment, stairways, elevator shafts, plumbing and electric piping and conduit, sewage treatment plant and disposal plant and includes all personal property held and maintained for the joint use and enjoyment of all the Unit Proprietors.

#### **8. DRAWINGS AND PLANS.**

The complete set of drawings and plans of the building required by the provisions of section



4(1)(f) and section 4(6) of the Act and as approved and certified by the Chief Town Planner and certified by Floyd Sealy, architect registered under section 4 of the Professions (Registration Fees) Act, Chapter 372A of the laws of Barbados are attached hereto as Exhibit "C".

**9. STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS.**

The following covenants, conditions and restrictions shall apply to every unit and the Common Property of the Condominium:

- (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;
- (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 or permitted on any part of the unit or Common Property except at such location and in such form as shall be determined by the Body Corporate. 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 Proprietor shall observe and comply with the provisions of the Act;
- (5) Every Unit Proprietor shall observe and perform the conditions restrictions and stipulations of the Chief Town Planner attached to his permission dated the 23<sup>rd</sup> 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 part thereof changed, or otherwise changed to any extent without the consent in writing of the Body Corporate;

(7) Unit proprietors 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 Body Corporate. 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 Body Corporate;

(8) Each Unit Proprietor 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 the rules and regulations of the Body Corporate. Any draperies or curtains hung inside windows shall be lined white or such other colours as shall be approved by the Body Corporate;

(9) No Unit Proprietor 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 Body Corporate;

(10) No Unit Proprietor 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 in the Common Property, except that household pets, including dogs and cats, may be kept in units, subject 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 day's written notice from the Body Corporate;

(12) No Unit Proprietor 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 Proprietor shall use the sewerage 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 Proprietor 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 Proprietor 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 Proprietor 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 in the Common Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other Unit Proprietors 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 Proprietor 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 Proprietor, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Proprietor, 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 Proprietor 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 Proprietor 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 Proprietor shall be given to the Body Corporate.

#### **10. UNIT ENTITLEMENT.**

The unit entitlement of each unit is shown in the first schedule hereto and may only be varied by the consent of all Unit Proprietors, by a document or documents under seal and duly registered in the Register as an amendment to this Declaration. It is hereby declared that the unit entitlement as fixed by this paragraph shall determine the quantum of the undivided share in the Common Property appertaining to each unit and the proportion of the common expenses payable from time to time as contributions by each Unit Proprietor and the Company.

#### **11. ENCROACHMENTS.**

If

- (1) any portion of the Common Property encroaches upon any unit
- (2) any unit encroaches upon any other unit or the Common Property
- (3) any encroachment shall hereafter occur as a result of
  - (a) construction of the building
  - (b) settling or shifting of the building
  - (c) any alteration or repair to the Common Property made by or with the consent of the Body Corporate or
  - (d) any repair or restoration of the building (or any portion thereof) or any unit

after damage by fire or other peril

then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building shall stand.

**12. BY-LAWS.**

The by-laws set out in the second schedule shall have effect in relation to the Property to which this Declaration relates and such by-laws shall not be added to amended or repealed except by special resolution of the Body Corporate.

**13. RESPONSIBILITY FOR OPERATION AND MAINTENANCE.**

- (1) All maintenance, repairs and replacements in or to
  - (a) the Common Property shall be performed by the Body Corporate and the cost and expense thereof shall be charged to all Unit Proprietors and the Company so long as it remains a Unit Proprietor, as a common expense. The maintenance, repairs and replacements in or to the external Common Property which does not form any part of the building is the responsibility of Millennium Heights Association Inc., of which all Unit Proprietors are shareholders. Millennium Heights Association Inc., is charged with the responsibility of managing and maintaining all of the common area of Millennium Heights development which Millennium Heights Condominium Block F forms part thereof. The Body Corporate shall pay the proportionate share of levies received for common expenses relating to the said external common property to Millennium Heights Association Inc., for the said maintenance and repairs;
  - (b) a unit shall be performed by the Unit Proprietor and the cost and expenses thereof shall be that of the Unit Proprietor.



(2) The Unit Proprietors shall:

(a) not cause or permit or suffer to be caused or permitted any damage to the building or any other Common Property and shall be accountable to the Body Corporate for any such damage as may be occasioned by the Unit Proprietors, their agents, children, guests or licensees;

(b) promptly report to the Body Corporate any defect or need for repair of any Property the responsibility for remedying which lies in the Body Corporate.

#### 14. CONTRIBUTIONS.

(1) The proportionate share of each Unit Proprietor and the Company, so long as it remains a Unit Proprietor, in the common expenses as defined in section 2 of the Act and in paragraph 10 hereof of the Condominium and calculated according to the unit entitlement as provided by section 7(4) (b) of the Act, shall be levied as contributions by the Body Corporate on Unit Proprietors and the Company, so long as it remains a Unit Proprietor, from time to time but not more frequently than once a month;

(2) If the contributions so levied shall remain unpaid for a period exceeding seven days the Body Corporate may initiate proceedings in a court of competent jurisdiction as provided by section 18 (2) of the Act to recover such charges.

#### 15. INSURANCE.

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

(1) The Body Corporate shall insure and keep insured the building and other improvements



to the replacement value thereof free from average against loss or damage by fire, lightning, explosion, aircraft and articles dropped therefrom, earthquake, riot, strike, hurricane, malicious damage, impact, bursting and overflow of water pipes, tanks and apparatus, flood and all such other risks as may from time to time be deemed necessary and the Body Corporate will reimburse pro rata to the Company the premium for any such insurance effected by the Company for which the Body Corporate accepts the benefit;

(2) Improvements to units made by Unit Proprietors shall not effect the valuation for the purposes of such insurance;

(3) 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 Unit Proprietors and on the written request of the Unit Proprietors or mortgagees of units shall produce for inspection to such Unit Proprietors or mortgagees or any person authorised in writing by them 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;

(4) 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 authorized under the provisions of paragraph (c) of section 14(1) of the Act in respect of the same building;

(5) The insurance premiums payable by the Body Corporate in respect of such instance cover shall be a Common Expense to be paid as part of the monthly contributions referred to in paragraph 14 hereof, but such part shall be set aside and credited to a separate insurance account to be maintained by the Body Corporate.

(6) Once in every year the Body Corporate shall review the replacement value of the

building and shall make such adjustment therein as may appear necessary. When an alteration is made in the replacement value a further notification under paragraph (c) hereof shall be delivered to Unit Proprietors;

(7) Unit Proprietors may at their own expense insure their personal Property and from personal liability. Unit Proprietors may obtain insurance at their own expense in regard to any improvements to units made by them in which they would have an insurable interest in excess of their 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 of the Body Corporate. Unit Proprietors may also, by virtue of section 25 of the Act insure in respect of any damage to the units and the provisions of section 25 of the Act shall apply thereto;

(8) The exclusive right to adjust losses under the Body Corporate's insurance policy shall be vested in the Body Corporate subject to the rights of mortgagees of Unit Proprietors;

(9) The proceeds of any insurance effected by the Body Corporate under section 14 (1) (c) and 14 (1) (d) of the Act shall be held by the Body Corporate in trust for the Unit Proprietors (or 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 26 of the Act, save where the provisions of section 31 of the Act are invoked.

#### **16. AMENDMENT OF DECLARATION.**

This Declaration may be amended at any time after the date hereof by a vote, in person or by proxy, of the Unit Proprietors owing at least 67% aggregate interest of the undivided ownership of the Common Property at any meeting of the Body Corporate duly held in accordance with the provisions



of the by-laws and, where required by law, with the consent of mortgage holders. No amendment shall be effective until registered in the Register.

**17. ENFORCEMENT OF MAINTENANCE.**

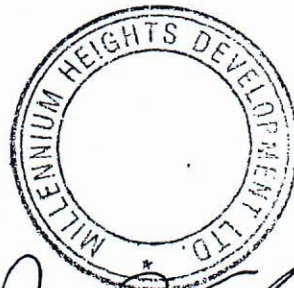
The Company will at its own expense promptly take all necessary steps to enforce all provision (if any) in any contract relating to the erection completion and fitting of the building and works to other parts of the Property in respect of inadequate, defective and incomplete workmanship or any other matter for which the Company may have a claim and, insofar as the result of any such claim shall be the payment of any monies 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.

**18. GENDER AND NUMBER.**

The use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the singular shall be deemed to include the plural or vice versa wherever the context so admits.

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

THE COMMON SEAL of MILLENNIUM  
HEIGHTS DEVELOPMENT LTD., was affixed  
by a director thereof: )  
)  
)



Witness:

*[Handwritten signature]*

Name:

R. H. MARAJ  
ATTORNEY-AT-LAW  
STEV MAR HOUSE  
ROCKLEY, CHRIST CHURCH  
BARBADOS

Address:

Calling or description:



THE FIRST SCHEDULE

UNIT NO.	TYPE OF UNIT	LOCATION APPROXIMATE AREA IN SQ. FT	UNIT ENTITLEMENT
		GROUND FLOOR	
31	1A	1054	14.524%
32	1A	1054	14.524%
		FIRST FLOOR	
34	3B	2011	27.711%
35	2C	1495	20.601%
36	2B	1643	22.640%
TOTAL		7257	100.00%

THE SECOND SCHEDULE  
MILLENNIUM HEIGHTS CONDOMINIUM BLOCK F  
By-laws

**1. PURPOSE**

The Millennium Heights Condominium Block F Body Corporate has been organized for the purpose of administering, managing, maintaining, repairing, and operating the units and the Common Property of Millennium Heights Condominium Block F pursuant to the provisions of the Act.

**2. DEFINITIONS.**

In these by-laws unless the context otherwise requires, expressions defined in the Condominium Act, Chapter 224A of the laws of Barbados and the Declaration of Condominium dated the 18<sup>th</sup> day of March 2002 of Millennium Heights Condominium Block F shall bear the meanings so defined.

**3. NON-APPLICATION OF STATUTORY BY-LAW.**

The by-laws set out in the schedule of the Act shall not apply.

**4. COMPLIANCE.**

Each present and future owner or any occupant, guest, licensee, agent, employee and any other persons who uses the Property shall comply with the by-laws of the Body Corporate, the rules and regulations adopted pursuant to the by-laws, and with the conditions and restrictions set forth in the Declaration and the conveyance to each unit.

**5. UNIT PROPRIETORS.**

Every person, firm, association, company or other legal entity who is an owner or co-owner of the fee simple to any unit shall be a member of the Body Corporate. Each Unit Proprietor shall be entitled to one vote regardless of the percentage interest in the Common Property attributed to the



unit.

**6. SUCCESSION.**

The membership of each Unit Proprietor shall automatically terminate when he ceases to be a Unit Proprietor upon the conveyance, transfer or other disposition of a Unit Proprietor's ownership interest in the Property. The Unit Proprietor's membership in the Body Corporate shall automatically be transferred to the new Unit Proprietor succeeding to the ownership interest. Any person acquiring ownership of a unit shall furnish notice thereof, immediately after acquisition, to the Board.

**7. SUSPENSION OF RIGHTS.**

The membership rights of any Unit Proprietor may be suspended for any period during which any contribution against the Unit Proprietor's unit remains unpaid, but upon payment of such contribution and any interest which accrue thereon, the Unit Proprietor's membership rights shall be immediately and automatically restored. Furthermore, if any Unit Proprietor fails to comply with any rules and regulations governing the use of the Common Property, or the conduct of any persons are not in accordance with such rules and regulations as may be adopted, then the Body Corporate may suspend any such member for a period not to exceed 30 days for any single violation. Nothing herein shall be construed to prevent the Body Corporate from suspending such rights for additional 30 day periods at the expiration of the first 30 day suspension period, if the violation does not cease.

**8. UNIT PROPRIETOR LIST.**

A complete list of Unit Proprietors of the Body Corporate, the Unit Proprietor's unit number, and percentage of ownership in the Common Property shall be kept by the secretary at the principal office of the Body Corporate. The list shall be kept up to date and open to inspection during regular business hours upon 48 hours notice by Unit Proprietors.

**9. CONTRIBUTIONS.**

At closing of the sale to the unit, in addition to the monthly contribution, each Unit Proprietor shall be required to pay a one-time per unit membership fee which shall be an amount equal to 12 months contribution to be used by the Body Corporate for working capital.

**10. ANNUAL BUDGET.**

The Board shall cause to be prepared and shall adopt a detailed estimated proposed annual budget for each fiscal year of the Body Corporate. Such budget shall also set forth the proposed common expenses contribution. To the extent that the aggregate contributions and other cash income collected from the Unit Proprietors during the preceding year cause a surplus or deficit as the case may be, the same shall be taken into account in the budget. The annual budget shall also provide for a reserve for replacements, in reasonable amounts as determined by the Board.

**11. PAYMENT OF CONTRIBUTIONS.**

On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Proprietor shall pay his respective monthly contribution for the common expenses, as shown by the annual budget. Such proportionate share for each Unit Proprietor shall be in accordance with his respective ownership interest in the Common Property. The first payment of proportionate share thereof shall be payable at closing.

**12. NOTICE OF CONTRIBUTIONS.**

Notice of all contributions made shall be sent to each Unit Proprietor in writing, directed to his last known address to the Board by ordinary mail. The notice shall be conclusive presumed to have been delivered 5 days after deposit in the Barbados mail.

**13. LATE CHARGE FOR FAILURE TO PAY CONTRIBUTIONS WHEN DUE.**

In the event that a Unit Proprietor shall fail to pay his equal monthly instalment, which is



due on the first day of each month, or any special contribution when due, the Board may levy a late charge of \$50.00 per month initially, with the right to vary this from time to time.

**14. SUPPLEMENTAL CONTRIBUTIONS.**

In the event that during the course of any year, it shall appear to the Board that the monthly contributions, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, or if there shall be any nonrecurring common expenses or any common expenses not set out in the annual budget as adopted, or if in the case of emergency a lump sum payment must be made, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, or such nonrecurring common expenses or other lump sum expenses. Copies of the said supplemental budget shall be furnished to each Unit Proprietor and thereupon a supplemental contribution shall be levied against each Unit Proprietor for his proportionate share thereof.

**15. RESERVES.**

The Board shall not be obligated to expend all of the revenues collected in any accounting period but must maintain reasonable reserves for repairs and replacements.

**16. ANNUAL REPORT.**

Within 120 days after the end of each financial year covered by an annual budget, the Board shall cause to be prepared an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget or levy, and showing the net excess or deficit of income over expenditures plus reserves.

**17. INTEREST AND CREATION OF LIEN FOR UNPAID ASSESSMENTS.**

It shall be the duty of every Unit Proprietor to pay his proportionate share of the common

expenses. If any Unit Proprietor shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with any reasonable late charge to be levied by the Board and interest thereon at the rate fixed by the Board, but not in excess of the maximum percentage then permitted under the laws of Barbados, shall constitute a lien, as provided in the Act, enforceable by the Body Corporate, on the ownership interest of such Unit Proprietor in the Property. A sale or transfer of a unit shall not relieve any such Unit Proprietor from personal liability for any common expense contributions due. Additionally, such sale or transfer shall not relieve the new Unit Proprietor from liability for common expense contributions thereafter becoming due, nor from the lien of any such subsequent levy.

**18. BOARD OF THE BODY CORPORATE.**

(1) The functions of the Body Corporate shall, subject to any restrictions imposed or direction given at a general meeting, be exercised by the Board of the Body Corporate;

(2) Subject to paragraph (3), the Board shall consist of not less than 2 nor more than 5 Unit Proprietors and shall be elected at each annual general meeting and where there are not more than 5 Unit Proprietors, the Board shall consist of all Unit Proprietors;

(3) All members of the Board shall be Unit Proprietors;

(4) The initial Board shall be elected at the first general meeting of Unit Proprietors;

(5) Unless his tenure is sooner determined, a director shall hold office from the date he is elected or appointed until the close of the annual general meeting, next following, but he shall be eligible for re-election. 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 Proprietor in his place to hold office until the next annual general meeting;

(6) Any casual vacancy on the Board may be filled by the remaining members of the



Board;

- (7) A quorum of the Board shall be 2 Unit Proprietors.

**19. MEETINGS OF THE BOARD.**

(1) A meeting of the Board may be convened at any time by any director or the secretary, when directed or authorised by any director. The notice of any such meeting need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served not less than one day (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. A director may in any manner waive notice of a meeting of the Board and attendance of a director at a meeting of the Board shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called;

(2) It shall not be necessary to give notice of a meeting of the Board to a newly elected or appointed director for a meeting held immediately following the election of the Board or the appointment to fill a vacancy among the Board;

(3) A director may participate in a meeting of the Board by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other and a director participating in such a meeting by such means is deemed to be present at that meeting;

(4) At the commencement of each meeting the Board shall elect a chairman for that meeting, who shall have an original but not a casting vote, and if any chairman so elected vacates the chair during the course of a meeting the Board shall choose in his stead another chairman who shall have the same rights of voting;

- (5) At meetings of the Board all matters shall be determined by simple majority vote;
- (6) All acts done in good faith by the Board shall, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board or some technical irregularity in the Board's proceedings, be as valid as if such member had been duly elected or had duly continued in office or as if the proceedings were regular.

## **20. ALTERNATE DIRECTORS.**

- (1) A meeting of the Unit Proprietors of the Body Corporate may, by ordinary resolution, elect a person to act as a director in the alternative to a director of the Board of the Body Corporate, or may authorise the Board to appoint such alternate directors as are necessary for the proper discharge of the affairs of the Body Corporate;
- (2) An alternate director shall be subject in all respects to the terms and conditions existing with reference to the other Board except that he shall not be entitled to attend and vote at any meeting of the Board otherwise than in the absence of that other director. He shall be entitled to receive notices of all meetings of the Board and to attend speak and vote at any such meeting at which the director for whom he is appointed in the alternative is not present;
- (3) One person may act as alternate director to more than one director and while he is so acting shall be entitled to a separate vote for each director he is representing and, if he is himself a director, his vote or votes as an alternate director shall be in addition to his own;
- (4) The Unit Proprietors may by ordinary resolution revoke the appointment of an alternate director elected by the meeting or the Board may by notice revoke the appointment of the alternate director appointed by them;
- (5) If a director for whom the alternate director is appointed shall cease to be a director, the alternate director shall thereupon cease to have any power or authority to act as an alternate



director;

(6) A director shall not be liable for the acts and defaults of any alternate director appointed by him;

(7) An alternate director shall not be taken into account in reckoning the minimum or maximum number of the Board allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Board attended by him at which he is entitled to vote.

## **21. INDEMNITIES TO BOARD AND OFFICERS.**

Except in respect of an action by or on behalf of the Body Corporate to obtain a judgment in its favour, the Body Corporate shall indemnify a director or officer of the Body Corporate, a former director or officer of the Body Corporate, and his personal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of such Body Corporate, if

(1) he acted honestly and in good faith with a view to the best interests of the Body Corporate; and

(2) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

## **22. OFFICERS.**

(1) The Board may appoint persons who may or may not be Unit Proprietors to hold such offices and to perform such functions as the Board determines. The Board shall as often as may be required appoint a secretary and, if deemed advisable, may as often as may be required appoint any or all of the following officers: a chairman, a deputy chairman, a treasurer, one or more

assistant secretaries or one or more assistant treasurers. A director may be appointed to any office of the Body Corporate but none of the officers except the chairman, and the deputy chairman, need be a director. Two or more of the aforesaid offices may be held by the same person. The Board may from time to time appoint such other officers and agents as it deems necessary who shall have such authority and shall perform such duties as may from time to time be prescribed by the Board;

(2) All officers shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the Board;

(3) In case of the absence or inability to act of any officer or for any other reason that the Board may deem sufficient the Board may delegate all or any of the powers of such officer to any other officer or to any director;

(4) A chairman shall, when present, preside at all meetings of the Board, and any committee of the Board or the Unit Proprietors;

(5) If the chairman is absent or is unable or refuses to act, the deputy chairman (if any) shall, when present, preside at all meetings of the Board, and any committee of the Board, or the Unit Proprietors;

(6) The secretary shall give or cause to be given notices for all meetings of the Board, any committee of the Board and the Unit Proprietors when directed to do so and shall have charge of the minute books and seal of the Body Corporate and, of the records, other than accounting records;

(7) Subject to the provisions of any resolution of the Board, a treasurer shall have the care and custody of all the funds and securities of the Body Corporate and shall deposit the same in



the name of the Body Corporate in such bank or banks or with such other depository or depositories as the Board may direct. He shall keep or cause to be kept the accounting records. He may be required to give such bond for the faithful performance of his duties as the Board in its uncontrolled discretion may require but no director shall be liable for failure to require any such bond or for the insufficiency of any such bond or for any loss by reason of the failure of the Body Corporate to receive any indemnity thereby provided;

(8) The assistant secretary and the assistant treasurer shall respectively perform all the duties of the secretary and the treasurer respectively, in the absence or inability or refusal to act of the secretary or the treasurer, as the case may be.

### **23. GENERAL MEETING.**

(1) A general meeting of Unit Proprietors shall be held within 3 months after the registration of the Declaration,

(2) Subsequent general meetings shall be held once in each year provided that not more than 15 months shall elapse between the date of one annual general meeting and that of the next;

(3) All general meetings other than the annual general meeting shall be called extraordinary general meetings;

(4) The Board may, whenever it thinks fit, and shall, upon a requisition in writing made by Unit Proprietors entitled to 25 per cent of the total unit entitlement of the units, convene an extraordinary meeting within 21 days from the date of the requisition failing which the requisitionists or any of them may themselves convene the meeting, but any meeting so convened shall not be held after 3 months from the time of the requisition. The Board shall be deemed not to have convened the meeting if they do not give notice of the meeting within 14 days of the requisition. A requisition by Co-Unit Proprietors shall be signed by each Co-Unit Proprietor;

(5) 7 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of such business shall be given to all Unit Proprietors and registered first chargees who have notified their interests to the Body Corporate but accidental omission to give such notice to any Unit Proprietor or to any registered first chargee or non-receipt of such notice by any Unit Proprietor or registered first chargee shall not invalidate any proceedings at any such meeting;

(6) Unless it be otherwise resolved by special resolution, all general meetings of the Unit Proprietors shall be held on the Property;

(7) Any resolution in writing in one or more parts signed by all Unit Proprietors shall be as valid and effectual as if it had been passed at a meeting of the members duly called and constituted.

#### **24. PROCEEDINGS AT GENERAL MEETINGS.**

(1) Subject to these by-laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present in person or by proxy at the time when the meeting proceeds to business;

(2) At any general meeting one third of the persons entitled to vote present in person or by proxy shall form a quorum

(3) Where within a half 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 where at the adjourned meeting a quorum is not present within a half hour from the time appointed for the meeting, the persons present and entitled to vote in person or by proxy shall form a quorum;



- (4) At the commencement of a general meeting, a chairman of the meeting shall be elected.

## **25. VOTING AT GENERAL MEETINGS.**

(1) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any Unit Proprietor present in person or by proxy;

(2) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried shall be conclusive evidence of the fact without proof of the number or proportion of votes registered in favour of or against such resolution. A demand for a poll may be withdrawn;

(3) A poll, if demanded, shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded;

(4) In the case of equality in the votes whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote in addition to his original vote.

## **26. VOTES OF UNIT PROPRIETORS.**

(1) On a show of hands each Unit Proprietor shall have 1 vote;

(2) On a poll the votes of Unit Proprietors shall correspond with the unit entitlement of their respective units;

(3) On a show of hands or on a poll votes may be given either personally or by proxy;

(4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting;

(5) A proxy need not be a Unit Proprietor;

(6) Except in cases where by or under the Act, a unanimous resolution is required, no Unit Proprietor shall be entitled to vote at any general meeting unless all contributions payable in

respect of his unit have been duly paid;

(7) Co-Unit Proprietors may vote by proxy jointly appointed by them, and in the absence of such proxy shall not be entitled to vote. In the absence of a proxy Co-Unit Proprietors shall not be entitled to demand a poll.

**27. RESPONSIBILITY FOR OPERATION AND MAINTENANCE.**

(1) All maintenance, repairs and replacements in or to

(a) the Common Property shall be performed by the Body Corporate and the cost and expense thereof shall be charged to all unit owners and the Company so long as it remains a unit owner, as a common expense;

(b) Any unit shall be performed by the unit owner and the cost and expenses thereof shall be that of unit owner;

(2) The unit owners shall:

(a) not cause or permit or suffer to be caused or permitted any damage to the building or any other Common Property and shall be accountable to the Body Corporate for any such damage as may be occasioned by the unit owners, their agents, children, guests or licensees;

(b) promptly report to the Body Corporate any defect or need for repair of any property the responsibility for remedying which lies in the Body Corporate.

**28. FURTHER POWERS OF BODY CORPORATE.**

The Body Corporate may

(1) Purchase, hire or otherwise acquire personal property for use by Unit Proprietors in connection with their enjoyment of the Common Property;



(2) Borrow on a short term basis any moneys required by it in the exercise of its functions;

(3) Invest as it may determine any moneys in the fund for administrative expenses.

## **29. DUTIES OF A UNIT PROPRIETOR.**

A Unit Proprietor shall

(1) Permit the Body Corporate and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter his unit for the purpose of:

(a) inspecting the same 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

(b) maintaining, repairing or renewing Common Property; or

(c) ensuring that these by-laws are being observed;

(2) forthwith carry out all works that may be ordered by any competent public authority in respect of his unit other than such work as may be for the benefit of the building and Common Property generally and pay all land and other taxes, liens, outgoings and assessments that may be payable in respect of his unit;

(3) repair and maintain his unit and keep the same in a state of good repair, reasonable wear and tear, damage by fire, hurricane, force majeure or act of God excepted;

(4) use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Unit Proprietors or their families, visitors or employees;

(5) not use his unit or permit the same to be used in such manner or for such purpose as shall cause a nuisance or hazard to any occupier of a unit (whether a Unit Proprietor or not) or the

family of such occupier; and

(6) notify the Body Corporate forthwith upon any change of proprietorship or of any charge or other dealing in connection with his unit.

**30. COMMON SEAL**

The Body Corporate shall have a common seal which may be affixed to contract documents and instruments in writing signed by any one director.

**31. AMENDMENT OF BY-LAW.**

These by-laws may be added to, amended or repeated only by special resolution of the Body Corporate and registered in the Register.