

**General By-Law #1**  
**of**  
**Millennium Ridge Inc.**

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## BARBADOS

### THE COMPANIES ACT CAP. 308

#### BY-LAW NO. 1

A by-law relating generally to the  
conduct of the affairs of:

#### MILLENNIUM RIDGE INC.

**BE IT ENACTED** as the general by-law of **Millennium Ridge Inc.** hereinafter called the "Company") as follows:

#### **1 INTERPRETATION**

- 1.1 In this by-law and all other by-laws of the Company, unless the context otherwise requires:
  - 1.1.1 "Act" means the Companies Act Cap. 308 as from time to time amended and every statute substituted therefor and, in the case of such substitution, any references in the by-laws of the Company to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;
  - 1.1.2 "Unit" means a part of the building constructed on the Land intended to be used as residential accommodation over which holders of Residential Shares have rights of occupation.
  - 1.1.3 "Building" means the building constructed on the Land;
  - 1.1.4 "by-laws" means any by-law of the Company from time to time in force;
  - 1.1.5 "Common Property" means the Property other than areas taken up by Units.
  - 1.1.6 "Land" means All That certain land (formerly part of the lands of Welches Plantation) situate at Millennium Heights - Phase 2, Welches in the parish of Saint Thomas in Barbados and being the lot marked A on a plan certified on the 30<sup>th</sup> day of April 2003 by Robert S. Warren, Land Surveyor (hereinafter called "the key plan") containing by admeasurement 4155 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 BB and BA on the key plan towards the north on the lots numbered 2 and 4 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 abut and bound.
  - 1.1.7 "Property" means the Land and Building together;

- 1.1.8 "Regulations" means any Regulations made under the Act, and every regulation substituted therefor and, in the case of such substitution, any references in the by-laws of the Company to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulations;

all terms contained in the by-laws and defined in the Act or the Regulations shall have the meanings given to such terms in the Act or the Regulations; and

- 1.1.9 the singular includes the plural and the plural includes the singular; the masculine gender includes the feminine and neuter genders; the word "person" includes bodies corporate, companies, partnerships, syndicates, trusts and any association of persons; and the word "individual" means a natural person.

## **2 REGISTERED OFFICE**

- 2.1 The registered office of the Company shall be in Barbados at such address as the directors may fix from time to time by resolution.

## **3 SEAL**

- 3.1 The common seal of the Company shall be such as the directors may by resolution from time to time adopt.

## **4 DIRECTORS**

- 4.1 **Powers:** Subject to any unanimous shareholder agreement, the business and affairs of the Company shall be managed by the directors.
- 4.2 After the redemption of the Development shares the Directors 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 these by-laws may not be delegated to the Directors by the shareholders. Such powers shall include but not be limited to the following:
- 4.2.1 operation, care, upkeep and maintenance of the exterior of the Property and the Common Areas;
- 4.2.2 provision of services for security, refuse collection and pest control to the Property;
- 4.2.3 determination of the common expenses, including without limitation the fee or fees payable to any management agent appointed by the Directors;
- 4.2.4 collection of common expenses from the Residential Shareholders;
- 4.2.5 employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Property and the provision of services as aforesaid;
- 4.2.6 adoption and amendment of rules and regulations covering the details of operation and use of the Property;

- 4.2.7 obtaining insurance for the buildings on the Property;
- 4.2.8 making repairs, additions and improvements to or alteration and restoration of the Property in accordance with the other provisions of these by-laws;
- 4.2.9 enforcement of obligations of Residential Shareholders and for this purpose to levy fines against Residential Shareholders 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 Residential Shareholders as if the fines were common expenses owed by the Residential Shareholder;
- 4.2.10 granting or relocation of easements;
- 4.2.11 employment of an individual as a managing agent on contract or otherwise at such remuneration as may be determined by the Directors (not exceeding however a sum equal to 15% of the common expenses payable by the Residential Shareholders) to perform such duties and services as the Directors shall authorise insofar as the same are capable of being delegated under the Act.
- 4.3 **Number:** There shall be a minimum of 2 directors and a maximum of 10 directors.
- 4.4 **Election:** Directors shall be elected by the shareholders on a show of hands unless a ballot is demanded in which case such election shall be by ballot.
- 4.5 **Tenure:** Unless his tenure is sooner determined, a director shall hold office from the date on which he is elected or appointed until the close of the annual meeting of the shareholders next following or until his successors are elected or appointed, whichever shall first occur, but he shall be eligible for re-election if qualified.
  - 4.5.1 A director shall cease to be a director:
    - 4.5.1.1 if he becomes bankrupt or compounds with his creditors or is declared insolvent;
    - 4.5.1.2 if he is found to be of unsound mind; or
    - 4.5.1.3 if by notice in writing to the Company he resigns his office and any such resignation shall be effective at the time it is sent to the Company or at the time specified in the notice, whichever is later.
  - 4.5.2 the shareholders of the Company may, by ordinary resolution passed at a special meeting of the shareholders, remove any director from office and a vacancy created by the removal of a director may be filled at the meeting of the shareholders at which the director is removed.
- 4.6 **Casual vacancy among the Directors:** Where there is any vacancy or vacancies among the directors, the directors then in office may exercise all of the powers of the

directors so long as a quorum of the directors remain in office. Any vacancy occurring among the directors may be filled, for the remainder of the term, by such directors.

- 4.7 **Committee of Directors:** The directors may appoint from among their number a committee of directors and subject to section 80 (2) of the Act may delegate to such committee any of the powers of the directors.

- 4.8 **Alternate Directors:** The directors may appoint any person, who is nominated by a director, to be the alternate of that director to act in his place at any meeting of the directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the directors and to attend and vote thereat as a director when the person nominating him is not personally present, and where he is a director to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time in writing request the revocation by the directors of the appointment of an alternate nominated by him. Every such alternate shall be an agent of the Company and shall not be deemed to be the agent of the director nominating him. The remuneration (if any) of such an alternate shall be payable out of the remuneration (if any) payable to the director nominating him, and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification.

- 4.9 **Validity of acts:** An act by a director or officer is valid notwithstanding an irregularity in his election or appointment or a defect in his qualifications.

## 5 DUTIES OF DIRECTORS

- 5.1 The directors may from time to time before the redemption of the Development shares;

5.1.1 borrow money upon the credit of the Company;

5.1.2 issue, reissue, sell or pledge debentures of the Company;

5.1.3 subject to section 53 of the Act, give a guarantee on behalf of the Company to secure performance of an obligation of any person; and

5.1.4 mortgage, charge, pledge or otherwise create a security interest in all or any property of the Company, owned or subsequently acquired, to secure any obligation of the Company.

- 5.2 The directors may from time to time by resolution delegate to any officer of the Company all or any of the powers conferred on the directors by paragraph 5.1 hereof to the full extent thereof or such lesser extent as the directors may in any such resolution provide.

- 5.3 The powers conferred by paragraph 5.1 hereof shall be in supplement of and not in substitution for any powers to borrow money for the purposes of the Company possessed by its directors or officers independently of a borrowing by-law.

- 5.4 After the redemption of the Development shares the Directors shall:

- 5.4.1 control, manage and administer the Property for the benefit of all of the Residential Shareholders;
- 5.4.2 observe and perform the obligations imposed under the permissions issued under the provisions of the Town and Country Planning Act in respect of the Property and to undertake the responsibilities imposed thereby;
- 5.4.3 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;
- 5.4.4 where practicable, establish and maintain suitable lawns and gardens on the Property;
- 5.4.5 maintain and repair (including renewals where reasonable necessary) pipes, wires, cables and ducts for the time been existing in the property and capable of being used in connection with the enjoyment of more than one unit or Common Property;
- 5.4.6 exercise all rights at common law in order to abate any nuisance created by any owners of any unit, his or her servants, agents licensees and invitees, provided that in the event of the Company 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 Company's activities;
- 5.4.7 insure and keep insured the buildings erected on the Property to the replacement value thereof against fire, hurricane and sea wave 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;
- 5.4.8 comply with notices or orders issued by any competent public authority in respect of the property;
- 5.4.9 call a Meeting of the Residential Shareholders within three months after the redemption of the Development Shares;
- 5.4.10 call a General Meeting of the shareholders once in each calendar year and in all cases allow no more than fifteen months to elapse from one General Meeting to another.

## **6 MEETINGS OF DIRECTORS**

- 6.1 **Place of Meeting:** Meetings of the directors and of any committee of the directors may be held within or outside Barbados.
- 6.2 **Notice:** A meeting of the directors may be convened at any time by any director or the Secretary, when directed or authorised by any director. Subject to subsection 76 (1) of the Act 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 in the manner specified in paragraph 18.1 hereof not less than two days (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 directors and attendance of a director at a meeting of the directors 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.

- 6.2.1 It shall not be necessary to give notice of a meeting of the directors to a newly elected or appointed director for a meeting held immediately following the election of directors by the shareholders or the appointment to fill a vacancy among the directors.

- 6.3 **Quorum:** Fifty percent of the directors for the time being shall form a quorum for the transaction of business and, notwithstanding any vacancy among the directors, a quorum may exercise all the powers of the directors. No business shall be transacted at a meeting of directors unless a quorum is present.

- 6.4 A director may, if all the directors consent, participate in a meeting of directors or of any committee of the directors 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 and such meeting shall be deemed to be held in Barbados.

- 6.5 **Voting:** Questions arising at any meeting of the directors shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting in addition to his original vote shall have a second or casting vote.

- 6.6 **Resolution in lieu of meeting:** Notwithstanding any of the foregoing provisions of this by-law a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or any committee of the directors is as valid as if it had been passed at a meeting of the directors or any committee of the directors.

## 7 SUBMISSION OF CONTRACTS OR TRANSACTIONS TO SHAREHOLDERS FOR APPROVAL

- 7.1 The directors in their discretion may submit any contract, act or transaction for approval or ratification at any annual meeting of the shareholders or at any special meeting of the shareholders called for the purpose of considering the same and, subject to the provisions of section 89 of the Act, any such contract, act or transaction that is approved or ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Company's Articles or any other by-law) shall be as valid and as binding upon the Company and upon all the shareholders as though it had been approved, ratified or confirmed by every shareholder of the Company.

## 8 FOR THE PROTECTION OF DIRECTORS AND OFFICERS

- 8.1 **Liability of the Directors:** The Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise except for their own individual wilful misconduct or bad faith. The unit owners shall indemnify and hold harmless each Director against all contractual liability to others arising out of contracts made by the

Director on behalf of the Company unless any such contract shall have been made in bad faith or contrary to the provision of these by-laws. The liability of any unit owner arising out of any contract made by the Directors or out of the aforesaid indemnity in favour of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his contribution to the common expenses.

- 8.2 No director or officer of the Company shall be liable to the Company for:-
- 8.2.1 the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity;
  - 8.2.2 any loss, damage or expense incurred by the Company through the insufficiency or deficiency of title to any property acquired by the Company or for or on behalf of the Company;
  - 8.2.3 the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Company shall be placed out or invested;
  - 8.2.4 any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, including any person with whom any moneys, securities or effects shall be lodged or deposited;
  - 8.2.5 any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Company;
  - 8.2.6 any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Company and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 8.3 Nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or regulations made thereunder or relieve him from liability for a breach thereof.
- 8.3.1 The directors for the time being of the Company shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Company, except such as are submitted to and authorised or approved by the directors.
  - 8.3.2 If any director or officer of the Company is employed by or performs services for the Company otherwise than as a director or officer or is a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Company, the fact of his being a shareholder, director or officer of the Company shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

## 9 INDEMNITIES TO DIRECTORS AND OFFICERS

- 9.1 Subject to section 97 of the Act, except in respect of an action by or on behalf of the Company to obtain a judgment in its favour, the Company shall indemnify a director or officer of the Company, a former director or officer of the Company or a person who acts or acted at the Company's request as a director or officer of a body corporate of which the Company is or was a shareholder or creditor, 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 company, if:
- 9.1.1 he acted honestly and in good faith with a view to the best interests of the Company; and
- 9.1.2 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.

## 10 OFFICERS

- 10.1 **Appointment:** The directors 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 Company but none of the officers except the Chairman, the Deputy-Chairman, need be a director. Two or more of the aforesaid offices may be held by the same person. In case and whenever the same person holds the offices of Secretary and Treasurer he may but need not be known as the Secretary-Treasurer. The directors may from time to time appoint such other officers and agents as they deem necessary who shall have such authority and shall perform such duties as may from time to time be prescribed by the directors.
- 10.2 **Cessation of Office:** An officer shall cease to be an officer:
- 10.2.1 if he becomes bankrupt or compounds with his creditors or is declared insolvent;
- 10.2.2 if he is found to be of unsound mind;
- 10.2.3 if by notice in writing to the Company he resigns his office and any such resignation shall be effective at the time it is sent to the Company or at the time specified in the notice, whichever is later; or
- 10.2.4 if he is removed from office by a resolution of the directors.
- 10.3 **Remuneration:** The remuneration of all officers appointed by the directors shall be determined from time to time by resolution of the directors. The fact that any officer or employee is a director or shareholder of the Company shall not disqualify him from

receiving such remuneration as may be determined.

- 10.4 **Powers and Duties:** 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 directors.
- 10.5 **Delegation:** In case of the absence or inability to act of any officer of the Company except a Managing Director or for any other reason that the directors may deem sufficient the directors may delegate all or any of the powers of such officer to any other officer or to any director.
- 10.6 **Chairman:** A chairman shall, when present, preside at all meetings of the directors, and any committee of the directors or the shareholders.
- 10.7 **Deputy-Chairman:** 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 directors, and any committee of the directors or the shareholders.
- 10.8 **Secretary:** The Secretary shall give or cause to be given notices for all meetings of the directors, any committee of the directors and the shareholders when directed to do so and shall have charge of the minute books and seal of the Company and, subject to the provisions of paragraph 14.1 hereof, of the records (other than accounting records) referred to in section 170 of the Act.
- 10.9 **Treasurer:** Subject to the provisions of any resolution of the directors, a Treasurer shall have the care and custody of all the funds and securities of the Company and shall deposit the same in the name of the Company in such bank or banks or with such other depository or depositories as the directors may direct. He shall keep or cause to be kept the accounting records referred to in section 172 of the Act. He may be required to give such bond for the faithful performance of his duties as the directors in their 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 Company to receive any indemnity thereby provided.
- 10.10 **Assistant Secretary and Assistant Treasurer:** The Assistant Secretary or, if more than one, the Assistant Secretaries in order of seniority, and the Assistant Treasurer or, if more than one, the Assistant Treasurers in order of seniority, 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.
- 10.11 **General Manager or Manager:** The directors may from time to time appoint one or more General Managers or Managers and may delegate to him or them full power to manage and direct the business and affairs of the Company (except such matters and duties as by law must be transacted or performed by the directors or by the shareholders) and to employ and discharge agents and employees of the Company or may delegate to him or them any lesser authority. A General Manager or Manager shall conform to all lawful orders given to him by the directors of the Company and shall at

all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Company. Any agent or employee appointed by the General Manager or Manager may be discharged by the directors.

10.12 **Vacancies:** If the office of any officer of the Company becomes vacant by reason of death, resignation, disqualification or otherwise, the directors by resolution shall, in the case of the Secretary, and may, in the case of any other office, appoint a person to fill such vacancy.

10.13 **Tenure:** Unless he vacates office under paragraphs 10.2 or 10.12 hereof, an officer who is a director shall continue in office for so long as he is a director of the Company notwithstanding that, from time to time, his term of office as a director may expire and he may be re-elected a director of the Company.

## 11 SHAREHOLDERS' MEETINGS

11.1 **Annual Meeting:** Subject to the provisions of section 105 of the Act, the annual meeting of the shareholders shall be held on such day in each year and at such time as the directors may by resolution determine at any place within Barbados or, if all the shareholders entitled to vote at such meeting so agree, outside Barbados.

11.2 **Special Meetings:** Special meetings of the shareholders may be convened by order of the Chairman, the Deputy-Chairman, the Managing Director or by the directors at any date and time and at any place within Barbados or, if all the shareholders entitled to vote at such meeting so agree, outside Barbados.

11.2.1 The directors shall, on the requisition of the holders of not less than five percent of the issued shares of the Company that carry a right to vote at the meeting requisitioned, forthwith convene a meeting of shareholders, and in the case of such requisition the following provisions shall have effect:-

11.2.2 The requisition must state the purposes of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more of the requisitionists.

11.2.3 If the directors do not, within twenty-one days from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.

11.2.4 Unless subsection (3) of section 129 of the Act applies, the directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by the Act within fourteen days from the deposit of the requisition.

11.2.5 Any meeting convened under this paragraph by the requisitionists shall be called as nearly as possible in the manner in which meetings are to be called pursuant to the by-laws and Divisions E and F of Part I of the Act.



- 11.2.6 A requisition by joint holders of shares must be signed by all such holders.
- 11.3 **Notice:** A printed, written or typewritten notice stating the day, hour and place of meeting shall be given by serving such notice on each shareholder entitled to vote at such meeting, on each director and on the auditor of the Company in the manner specified in paragraph 18.1 hereof, not less than twenty-one days or more than fifty days (in each case exclusive of the day on which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the shareholder to form a reasoned judgment thereon, and (b) the text of any special resolution to be submitted to the meeting.
- 11.4 **Waiver of Notice:** A shareholder and any other person entitled to attend a meeting of shareholders may in any manner waive notice of a meeting of shareholders and attendance of any such person at a meeting of shareholders shall constitute a waiver of notice of the meeting except where such person 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.
- 11.5 **Omission of Notice:** The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any shareholder, director or the auditor of the Company shall not invalidate any resolution passed or any proceedings taken at any meeting of the shareholders.
- 11.6 **Votes:** Every question submitted to any meeting of shareholders shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and, if the Articles so provide, in the case of an equality of votes the Chairman of the meeting shall on a ballot have a casting vote in addition to any votes to which he may be otherwise entitled.
- 11.6.1 At every meeting at which he is entitled to vote, every shareholder, proxy holder or individual authorized to represent a shareholder who is present in person shall have one vote on a show of hands. Upon a ballot at which he is entitled to vote, every shareholder, proxy holder or individual authorized to represent a shareholder shall, subject to the Articles, have one vote for every share held by the shareholder.
- 11.6.2 At any meeting unless a ballot is demanded, a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.
- 11.6.3 When the Chairman and the Deputy-Chairman are absent, the persons who are present and entitled to vote shall choose another director as chairman of the meeting; but if no director is present or all the directors present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.
- 11.6.4 A ballot may, either before or after any vote by a show of hands, be demanded by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the

election of a Chairman or on the question of adjournment it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of directors, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

11.6.5 If two or more persons hold shares jointly, one of those holders present at a meeting of shareholders may, in the absence of the other, vote the shares; but if two or more of those persons who are present, in person or by proxy, vote, they must vote as one on the shares jointly held by them.

11.7 **Proxies:** Votes at meetings of shareholders may be given either personally or by proxy or, in the case of a shareholder who is a body corporate or association, by an individual authorized by a resolution of the directors or governing body of that body corporate or association to represent it at meetings of shareholders of the Company.

11.7.1 A proxy shall be executed by the shareholder or his attorney authorized in writing and is valid only at the meeting in respect of which it is given or any adjournment thereof.

11.7.2 A person appointed by proxy need not be a shareholder.

11.7.3 Subject to the provisions of Part V of the Regulations, a proxy may be in the following form:

The undersigned shareholder of **Millennium Ridge Inc.** hereby appoints \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_ as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the meeting of the shareholders of the said Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same powers as if the undersigned were present at the said meeting or such adjournment or adjournments thereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature of shareholder

11.8 **Adjournment:** The Chairman of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the shareholders unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case notice of the adjourned meeting shall be given as for an original meeting. Any business that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same may be brought before or dealt with at any adjourned meeting for which no notice is required.

11.9 **Quorum:** Subject to the Act, a quorum for the transaction of business at any meeting of the shareholders shall be such number of persons present in person, each being either a shareholder entitled to vote thereat, or a duly appointed proxy holder or representative of a shareholder so entitled holding between them at least thirty per cent of the issued shares of the Company. If a quorum is present at the opening of any meeting of the shareholders, the shareholders present or represented may proceed with the business of the meeting notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within 30 minutes of the time fixed for a meeting of shareholders, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business.

11.10 **Resolution in lieu of meeting:** Notwithstanding any of the foregoing provisions of this by-law a resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of the shareholders is, subject to section 128 of the Act, as valid as if it had been passed at a meeting of the shareholders.

## 12 DUTIES OF RESIDENTIAL SHAREHOLDERS

12.1 After the redemption of the Development shares a Residential shareholder shall:

12.1.1 at all times comply strictly with the provisions of the covenants contained in the Share Certificate, Articles of Incorporation of the Company, these by-laws, the Condominium Declaration filed in respect of the Property and the rules promulgated by the Directors for the proper use of the units and the Common Areas;

12.1.2 permit the Company 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 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 units or the Common Property or for the purpose of ensuring that the by-laws are being observed;

12.1.3 forthwith pay all taxes, charges, outgoings and assessments that may be payable in respect of his unit;

12.1.4 insure and keep insured his unit with an insurance company approved by the Directors to the full insurable value thereof under a comprehensive policy of insurance.

12.1.5 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;

12.1.6 use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Residential shareholders or their families or visitors;

12.1.7 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 units (whether a shareholder or not) or the family of such occupier;



- 12.1.8 notify the Company forthwith upon any change of ownership or of any mortgage or other dealings in connection with his share;
- 12.1.9 within seven days after the service of any notice upon him of any requirement by the Company to repair, forthwith comply therewith, provided that in the event of the unit owner not complying therewith, to permit the Company to enter into and carry out such works set forth in such notice, and the costs incurred by the Company in so doing shall be deemed to be an expense incurred by the Company;
- 12.1.10 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 Company 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 Company in any proceedings brought to collect such contribution or other sum.
- 12.1.11 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 shareholder, shall be done by the shareholder at the shareholder's expense excepting as otherwise specifically provided herein.
- 12.1.12 All maintenance, repairs and replacements to the Common Property shall be made by the Company and shall be charge to all the shareholders as a common expense, excepting to the extent that the same are necessitated by the negligence misuse or neglect of one or more shareholders, in which case such expense shall be charged to such unit owner or owners.
- 12.1.13 A terrace or balcony to which there is direct access from the interior of an 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 Company and the cost thereof shall be a charge on the unit and be due and payable to the Company.
- 12.1.14 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 owners. Charges for the supply of utilities to the Common Property shall be paid by the Company and chargeable to the Residential shareholder as a common expense.
- 12.1.15 Each Residential shareholder 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 shareholder.
- 12.1.16 A Residential shareholder shall not cut, maim, injure or otherwise damage any tree, shrub, hedge or flower garden on the Property and an Residential shareholder shall be liable to the Company for any damage done thereto by him, his servants, agents family or invitees.

- 12.1.17 Except in recreational or storage areas designated as such by the Company, there shall be no playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the property of the Company, except that terraces and balconies may be used for their intended purposes.
- 12.1.18 No parking space may be used for any purpose other than to park automobiles, excluding specifically trucks, commercial vehicles, trailers or boats except as permitted by the Company
- 12.1.19 A Residential shareholder shall at all times comply with the directions of the Company in relation to the disposal of garbage and the control or extermination of vermin, insect and other pests.

### 13 REPAIR AND RECONSTRUCTION OF BUILDING

- 13.1 In the event of damage to or destruction of the building as result of fire or other accident, the Directors shall arrange for the prompt meeting of the shareholders of the Company and provided that such meeting does not resolve not to rebuild the buildings the Directors shall arrange for an immediate 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.
- 13.2 In the event that the buildings are to be repaired or restored the shareholders shall be deemed to have assigned to the Company their interest in their policies of insurance in respect of their units and the proceeds of the claims used to carry out all necessary works.
- 13.3 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 the unit owners in proportion to their respective common interests 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 such liens.

### 14 SHARES

- 14.1 **Allotment and Issuance:** Subject to the Act, the Articles and any unanimous shareholder agreement, shares in the capital of the Company shall be allotted and issued by resolution of the directors to purchasers from the Company.
- 14.2 **Certificates:** Share certificates and the form of share transfer shall (subject to section

181 of the Act) be in such form as the directors may by resolution approve and such certificates shall be signed by a Chairman or a Deputy-Chairman or a Managing Director and the Secretary or an Assistant Secretary holding office at the time of signing.

- 14.2.1 The directors or any agent designated by the directors may in their or his discretion direct the issuance of a new share or other such certificate in lieu of and upon cancellation of a certificate that has been mutilated or in substitution for a certificate claimed to have been lost, destroyed or wrongfully taken, on payment of such reasonable fee and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the directors may from time to time prescribe, whether generally or in any particular case.

## 15 TRANSFER OF SHARES

- 15.1 On the sale of the Residential Share the sale shall forthwith be notified to the Company.
- 15.2 No Residential Shareholder shall be permitted to sell his share until he shall have paid in full to the Company all unpaid Maintenance Charges assessed by the Directors against the unit which he is entitled to occupy.
- 15.3 **Registers:** Registers of shares issued by the Company shall be kept at the registered office of the Company or at such other place in Barbados as may from time to time be designated by resolution of the directors.
- 15.4 **Surrender of Certificates:** Subject to section 179 of the Act, no transfer of any share shall be registered unless or until the certificate representing the share to be transferred has been surrendered for cancellation.
- 15.5 **Shareholder indebted to the Company:** The Company has a lien on a share registered in the name of a shareholder or his personal representative for a debt of that shareholder to the Company. By way of enforcement of such lien the directors may refuse to permit the registration of a transfer of such share.

## 16 VOTING IN OTHER COMPANIES

- 16.1 All shares or debentures carrying voting rights in any other body corporates that are held from time to time by the Company may be voted at any and all meetings of shareholders, debenture holders (as the case may be) of such other body corporate and in such manner and by such person or persons as the directors of the Company shall from time to time determine. The officers of the Company may for and on behalf of the Company from time to time:-

16.1.1 execute and deliver proxies; and

16.1.2 arrange for the issuance of voting certificates or other evidence of the right to vote;

in such names as they may determine without the necessity of a resolution or other

action by the directors.

## 17 INFORMATION AVAILABLE TO SHAREHOLDERS

- 17.1 Except as provided by the Act, no shareholder shall be entitled to any information respecting any details or conduct of the Company's business which in the opinion of the directors it would be inexpedient in the interests of the Company to communicate to the public.
- 17.2 The directors may from time to time, subject to rights conferred by the Act, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books and registers and accounting records of the Company or any of them shall be open to the inspection of shareholders and no shareholder shall have any right to inspect any document or book or register or accounting record of the Company except as conferred by statute or authorised by the directors or by a resolution of the shareholders.

## 18 NOTICES

- 18.1 **Method of giving notice:** Any notice or other document required by the Act, the Regulations, the Articles or the by-laws to be sent to any shareholder, debenture holder, director or auditor may be delivered personally or sent by prepaid mail or electronic communications facilities to any such person at his latest address as shown in the records of the Company or its transfer agent and to any such director at his latest address as shown in the records of the Company or in the latest notice filed under section 66 or 74 of the Act, and to the auditor at his business address.
- 18.2 **Waiver of notice:** Notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.
- 18.3 **Undelivered notices:** If a notice or document is sent to a shareholder or debenture holder by prepaid mail in accordance with this paragraph and the notice or document is returned on three consecutive occasions because the shareholder or debenture holder cannot be found, it shall not be necessary to send any further notices or documents to the shareholder or debenture holder until he informs the Company in writing of his new address.
- 18.4 **Shares registered in more than one name:** All notices or other documents with respect to any shares registered in more than one name shall be given to whichever of such persons is named first in the records of the Company and any notice or other document so given shall be sufficient notice or delivery to all the holders of such shares or debentures.
- 18.5 **Persons becoming entitled by operation of law:** Subject to section 184 of the Act, every person who by operation of law, transfer or by any other means whatsoever becomes entitled to any share is bound by every notice or other document in respect of such share that, previous to his name and address being entered in the records of the Company is duly given to the person from whom he derives his title to such share.

- 18.6 **Deceased Shareholders:** Subject to section 184 of the Act, any notice or other document delivered or sent by prepaid mail, electronic communications facilities or left at the address of any shareholder as the same appears in the records of the Company shall, notwithstanding that such shareholder is deceased, and whether or not the Company has notice of his death, be deemed to have been duly served in respect of the shares held by him (whether held solely or with any other person) until some other person is entered in his stead in the records of the Company as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on his personal representatives and on all persons, if any, interested with him in such shares.
- 18.7 **Signature to notices:** The signature of any director or officer of the Company to any notice or document to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
- 18.8 **Computation of time:** Where a notice extending over a number of days or other period is required under any provisions of the Articles or the by-laws the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.
- 18.9 **Proof of service:** Where a notice required under paragraph 18.1 hereof is delivered personally to the person to whom it is addressed or delivered to his address as mentioned in paragraph 18.1 hereof, service shall be deemed to be at the time of delivery of such notice.
- 18.9.1 Where such notice is sent by post, service of the notice shall be deemed to be effected forty eight hours after posting if the notice was properly addressed and posted by prepaid mail.
- 18.9.2 Where the notice is sent by electronic communications facilities, service is deemed to be effected on the date on which the notice is so sent.
- 18.9.3 A certificate of an officer of the Company in office at the time of the making of the certificate or of any transfer agent of shares of any class of the Company as to facts in relation to the delivery or sending of any notice shall be conclusive evidence of those facts.

## 19 **CHEQUES, DRAFTS AND NOTES**

- 19.1 All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officers or persons and in such manner as the directors may from time to time designate by resolution.

## 20 **EXECUTION OF INSTRUMENTS**

- 20.1 Contracts, documents or instruments in writing requiring the signature of the Company may be signed by:

20.1.1 a Chairman, a Deputy-Chairman, or a Managing Director together with the Secretary or the Treasurer, or

20.1.2 any two directors

and all contracts, documents and instruments in writing so signed shall be binding upon the Company without any further authorisation or formality. The directors shall have power from time to time by resolution to appoint any officers or persons on behalf of the Company either to sign certificates for shares in the Company and contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

21 The common seal of the Company may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officers or persons appointed pursuant to paragraph 20.1 hereof.

21.1 Subject to section 134 of the Act

21.1.1 a Chairman, a Deputy-Chairman, or a Managing Director together with the Secretary or the Treasurer, or

21.1.2 any two directors

shall have authority to sign and execute (under the seal of the Company or otherwise) all instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants or other securities.

## **22 SIGNATURES**

22.1 The signature of a Chairman, a Deputy-Chairman, a Managing Director, the Secretary, the Treasurer, an Assistant Secretary or an Assistant Treasurer or any director of the Company or of any officer or person, appointed pursuant to paragraph 20 hereof by resolution of the directors may, if specifically authorised by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any certificate for shares in the Company or contract, document or instrument in writing, bond, debenture or other security of the Company executed or issued by or on behalf of the Company. Any document or instrument in writing on which the signature of any such officer or person is so reproduced shall be deemed to have been manually signed by such officer or person whose signature is so reproduced and shall be as valid to all intents and purposes as if such document or instrument in writing had been signed manually and notwithstanding that the officer or person whose signature is so reproduced has ceased to hold office at the date on which such document or instrument in writing is delivered or issued.

## **23 INVALIDITY OF BY-LAWS**

23.1 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.

24 FINANCIAL YEAR

24.1 The directors may from time to time by resolution establish the financial year of the Company.

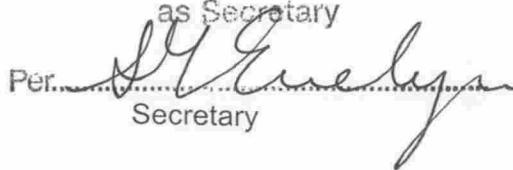
ENACTED this 26<sup>th</sup> day of January 2005.

Corporate  
Seal

GRIFFIN ENTERPRISES LIMITED  
as Secretary

  
Chairman



Per.   
Secretary



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