

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 18th 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.