



SOUTH BEACH RESIDENCES (SBR) HOME OWNERS ASSOCIATION  
**BY-LAWS**

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# PART I

## PREAMBLE

### 1. Declaration

The name of the association is South Beach Residences Home Owners (SBR) hereinafter referred to as the "association". These by laws were duly adopted as the official By-laws of the SBR Home Owners Association at the members' meeting held ..... (date). These by-laws were properly adopted and supersede any and all previous By-laws that the Association or its predecessor had previously considered or relied upon, including, but not limited to by-laws identified and titled as by-laws of SBR Home Owners Association with the principal office located at .....

### 2. Organization

SBR Home Owners is a Unit Owners Association located on Plot No \_\_\_\_\_, Block No. \_\_\_\_\_ in the area of \_\_\_\_\_ in \_\_\_\_\_ City/Municipal/District, being developed at once/in successive phases so as to comprise a total of \_\_\_\_\_ units (herein referred to as the "Unit Property" as defined in Part II below). Upon the registration of the unit plan, the management, maintenance, operation, and administration of the Unit Property shall be vested in the SBR Home Owners Association, (an association as defined in Part II below) and comprised of any persons or legal entities that own an individual Units in the Unit Property (those unit owners, the "Co-Owners" as defined in Part II below).

### 3. Compliance

All present and future Co-Owners, mortgagees, lessees, **or** other persons who may use the facilities of the Unit Property in any manner shall be subject to and shall comply with the provisions of the Act, including the

Unit Plan and any consequential amendments, the SBRr Home Owners Association By-laws, and any other Unit documents that pertain to the use and operation of the Unit Property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a unit in the Unit Property shall constitute an acceptance of the terms of the Unit documents and an agreement to comply with their provisions.

**4. Office**

The head office of the Association shall be at such place within the locality/district as the Management Committee may determine from time to time. The mailing address of the Association shall be the head office unless the Management Committee designates an alternate mailing address and notify all unit owners and other stakeholders in writing.

**PART II**  
**INTERPRETATION**

**5. Definition of Terms**

For the purpose of these By-laws, the following terms shall be defined as follows:

“Act” means the Unit Titles Act, 2008. (No. 16 of 2008).

“Administrator” has the meaning as referred under section 71 of the Act.

“Association” or “Association of Owners/Co-Owners” means the South Beach Residences Home Owners Unit Association that shall administer, operate, manage, and maintain the Unit Property and which shall have all Co-Owners as members.

“Association By-laws” means these By-laws of the South Beach Residences Home Owners Unit Association, organized to administer, operate, manage, and maintain the Unit Property.

“Common Property” means any portion(s) of the Unit Property other than the individual Unit(s), including all general and restricted use common property, as described more fully in the Unit plan.

“General Common Property” means those Common areas that are for the use and enjoyment of all Co-Owners of the Unit Property, as described more fully in the Unit plan.

“Restricted Common Property” means those Common areas that are reserved for the exclusive use of a Co-Owner or any other person so

allowed by the Management Committee of a specific unit or units, as described more fully in the Unit plan.

“Unit Documents” means the Unit Plan including all exhibits, the Constitution of the Association, the By-laws of the Association and the rules adopted by the Management Committee of the Association, and any other document that affects the rights and obligations of a Co-Owner in the Unit Property.

“Unit Property” or “Property” means the land described in the Unit plan, as the same may be amended, together with all structures, improvements, easements, rights, and appurtenances located on or belonging to such property.

“Unit” means that portion of the Unit Property that is designed and intended for separate ownership and use by an Owner, as described in the Unit plan.

“Co-Owner” means the person, firm, company, corporation, partnership, association, trust, or other legal entity or any combination of such entities who or which own a Unit in the Unit Property and the term Co-Owner, wherever used, is synonymous with the term Owner.

“Developer” means a person engaged in the business of developing a Unit Property as provided for in the Act, and includes its successors and assignees who have signed, delivered, and registered the Unit plan and other Unit Documents.

“Unit Plan” means the document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the Unit

Property is being submitted and registered for Unit ownership under the Act.

“Unit Factor” means the unit entitlement of a unit plan and indicated the share of an owner in the common property, common facilities and other assets of the Association and is the figure which determines the owner’s contribution to the common expenses of the Association and may be determined in accordance with the by-laws of the Association using such variables as the size of the unit, location of the unit and the view which the unit commands. [Refer to 2<sup>nd</sup> Schedule-Derivation of Unit factor].

“Unit Property Types” means the type of unit property as defined in the Act which includes high rise structures or in rows or terraces, or in buildings in a cluster form and the like structures and the user thereof as more particularly described in the Urban Act 2007 use classes.

“Member” means a Co-Owner who is entitled to ownership of an individual Unit to become a member of the Association. The term Member, wherever used, is synonymous with the terms Owner and Co-Owner.

“Transitional Control Date” means the date on which the Management Committee for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

“Regulations” means the regulations made under the Act.

“Certificate of unit title” means a certificate issued under regulation 6;

“Managing Agent” means a person referred to under section 49 of the Act;



"Register of units" means a register kept under regulation 3(1);

"Registrar" means Registrar appointed under section 4 of the Land Registration Act, Cap 334;

*All terms used in these By-laws, unless otherwise defined by these By-laws, will have the same meaning assigned by the Unit plan to which the By-laws are attached, or as defined in the Act.*

## **6. Applicability of Terms**

Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

## **PART III:**

### **MEMBERSHIP, VOTING RIGHTS AND MEETINGS**

#### **7. Membership**

##### **(1) Qualification**

Each Co-owner of the Unit Property, during the period of ownership shall be a member of the Association, and no other or entity will be entitled to membership.

##### **(2) Membership Interest**

For membership purposes, each Co-Owner shall be treated as a single legal entity regardless of the number or type of legal persons or entities with an ownership interest in any particular Unit.

##### **(3) Assignment of Interest**

The share of a Co-Owner in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

##### **(4) Membership List**

The Secretary of the Association, or the agent of the Association having charge of the membership records of the Association, shall make and certify a complete membership list of the Co-Owners entitled to vote at a membership meeting or any adjournment. The list shall be arranged either alphabetically by name or sequentially by address and shall include both the name and address of each Co-Owner. The list shall be produced at the time and place of the membership meeting, be subject to inspection by any member during the whole time of the meeting, and be *prima facie* evidence of the members entitled to examine the list or vote at the meeting.

## **8. Voting**

### **(1) Rights**

Each Co-Owner will be entitled to one vote for each Unit owned when voting by number, and one vote when voting by value, the value of which shall equal the total of the percentages assigned to the unit or units owned. Voting shall be by number, except in those instances where voting is specifically required in the Unit plan or By-laws to be by number and value. No cumulating of votes shall be permitted.

### **(2) Eligibility to Vote**

No Co-Owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-Owner has presented written Certificate of Title for his Unit in the Unit Property, nor shall the Co-Owner be entitled to vote prior to the initial meeting of the Members of the Association. The Developer shall be entitled to vote only for those Units to which the Developer still holds title and for which the Developer is paying the assessment then in effect at the date on which the vote is cast.

### **(3) Designation of Voting Representative.**

The person who is entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the registered owners of a Unit and filed with the Secretary of the Association (that person to be known as the "Voting Representative"). All Co-Owners shall be required to designate such a Voting Representative and execute a certificate stating the name and address of the individual representative, the number and address of the Unit owned, and the name and address of any person or persons, firm, company, corporation, partnership, association, trust, or other legal entity who is an owner of the Unit. All certificates shall be valid until revoked, or superseded by a subsequent certificate, or until a change

has occurred in the ownership of the Unit, as provided under section 38 of the Act.

**(4) Proxies.**

Votes may be cast in person or by proxy. Proxies may be made by any designated Voting Representative who is unable to attend the meeting in person and must be filed with the Association before the appointed time of the meeting. Proxies will be valid only for the particular meeting designated or any adjournment of that meeting.

**9. Meetings.**

**(1) Initial Meeting of Co-Owners.**

Subject to section 46 of the Act, the initial meeting of the Co-Owners of the Association may be convened only by the Developer and may be called at any time after five or more of the Units in the Unit Property have been sold and the purchasers have qualified as members of the Association (that meeting to be referred to herein as the "Initial Meeting"). In no event, however, shall the Initial Meeting be called later than:

- (i) 90 days after the conveyance of legal or equitable title to non-Developer Co-Owners of 50 percent of the total number of Units that may be created in the Unit Property; or
- (ii) 180 days after the first conveyance of legal or equitable title to a non-Developer Co-Owner of a Unit, whichever first occurs, at which meeting the eligible Co-Owners may vote for the election of Management Committee of the Association.

The Developer may call meetings of the Association for informational or other appropriate purposes prior to the Initial Meeting, but no such informational meeting shall be construed as the Initial Meeting of

Members until the Developer specifically notifies the Co-Owners of intent to convene the Initial Meeting.

**(2) Annual General Meeting of Members.**

After the Initial Meeting has occurred, an Annual General Meeting of the Association (herein referred to as "AGM") shall be held in each year on a date and at a time and place selected by the Management Committee of the Association.

**(3) Special Meetings.**

Special meetings of the Members of the Association may be called by the chairperson of the Management Committee, a majority of the Management Committee or by the chairperson or secretary of the Management Committee at the written request of not less than 50 percent of the Members.

**(4) Place of Meetings.**

All membership meetings shall be held at the Association's head office or at any other place determined by the Management Committee as stated in the notice of the meeting.

**(5) Notice of Meetings.**

Except as otherwise provided by the Act, written notice of the date, time, place, and purpose of the meeting shall be given not less than 21 days prior to the meeting. Notice shall be mailed or delivered to each Co-Owner entitled to vote at the meeting. However, not less than 45 days written notice shall be provided to each member for a meeting for any proposed amendment to these By-laws or to any other registered Unit Documents.[Refer to forms "AF14 and "AF16" ].

**(6) Quorum for Meetings**

The presence in person or by proxy of 50 percent of the Co-Owners entitled to vote shall constitute a quorum of members. The written vote of any Co-Owner furnished at or prior to a meeting, at which meeting such Co-Owner is not otherwise present in person or by representative or, in either case, by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. [Refer proxy form "AF15"]

**(7) Majority**

At any meeting of Co-Owners at which a quorum is present, 51 percent of the Co-Owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these By-laws, the Unit plan, or by law.

**PART IV**

**OPERATIONS AND ADMINISTRATION OF THE ASSOCIATION**

**10. Management Committee**

**(1) Purpose**

The business, property, and affairs of the Association shall be managed by a Management Committee members to be elected in the manner described in these By-laws; provided, that the committee members designated in the Association shall serve until such time as their successors have been duly elected and qualified at the Annual General Meeting of Co-Owners.

**(2) Composition.**

There shall be not less than three nor more than seven members of management committee, as shall be fixed from time to time by a majority

vote of the Co-Owners; provided that these requirements shall be binding only on and after the Transitional Control Date.

**(3) Election of management Committee members**

**(a) Developer-Appointed Management committee.**

**(i) Binding Action of Developer-Appointed Management committee:**

All actions of the first committee designated in the Constitution or any successors to such committee members appointed by the Developer prior to the Initial Meeting of Co-Owners shall be binding upon the Association in the same manner as any action authorized by Management Committee elected by the members of the Association, so long as such actions are within the scope of powers and duties that may be exercised by the committee, as provided for in the Unit Documents.

**(ii) Review of Management Agreements with Developer and Affiliates:**

Any service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the committee on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days' notice at any time thereafter for cause.

**(b) Committee Vacancies**

A vacancy on the Committee may be filled with a person elected by a majority of the remaining members of the Committee, even though there may be less than a quorum of the Management Committee members, and

a person so elected shall be a committee member for a term of office from the date of Committee approval continuing until the next election of committee members by the co-owners/owners. A vacancy of the committee may also be filled at the next election of committee members by the Co-Owners so long as any such vacancy does not preclude quorum by the committee.

**(4) Tenure**

Management Committee members shall be elected at each Annual General Meeting to hold office until the next Annual Meeting and until the committee member successor is elected, or until the committee member death, resignation, incapacitation or removal.

**(5) Resignation**

A committee member may resign at any time by providing written notice to the secretary of the Association. Notice of resignation will be effective upon receipt or at a later time designated in the notice. A successor shall be appointed as provided for in Part IV 10(3) (b).

**(6) Removal**

Any committee member may be removed by with good cause by a majority vote of the Co-Owners of the Association entitled to vote at an election of committee members.

**(7) Officers**

The By-laws shall provide the designation, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these By-laws. The officer of the Association shall be Chairperson, Secretary, and Treasurer.

**(a) Election:**



The officers shall be elected from among the Management Committee during the Annual General Meeting.

**(b) Qualification:**

Each officer shall be Co-Owner of the Association in good standing. The Chairperson shall be a voting member of the committee.

**(c) Term of Office:**

Each officer shall hold office for the term appointed and until a successor is appointed. An officer may resign at any time by providing written notice to the Association. Notice of resignation is effective upon receipt or at a later time designated in the notice.

**(d) Removal:**

An officer appointed by the Management Committee may be removed with good cause by vote of a majority of the committee. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

**(e) Vacancies:**

A vacancy in any office for any reason may be filled by the Management Committee.

**(f) Remuneration:**

Officers may be compensated, but only upon the affirmative vote of 60 percent or more of all Co-Owners.

**(g) Duties of Officers:**

**(i.) Chairperson:** The Chairperson shall;

- (a) be the chief executive officer of the Association and shall have authority over the general control and management of the business and affairs of the Association.
- (b) appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation.
- (c) sign all Association documents and agreements on behalf of the Association, unless the Chairperson or the Management Committee instructs that the signing be done with or by some other officer, agent, or employee.
- (d) see that all actions taken by the Management Committee are executed and shall perform all other duties incidental to the office. Provided that the Management Committee may delegate discretion delegate any of the above functions to any other officer of the Association or Managing Agent.

(ii.) **Secretary** The Secretary shall;

- (a) keep minutes of committee meetings;
- (b) be responsible for providing notice to each Co-Owner as required by law, these By-laws or any other Unit Document;
- (c) be the custodian of Association's records;
- (d) keep a register of the names and addresses of each Co-Owner, officer, Committee member and Managing Agent;  
and
- (e) perform all duties incidental to the office and other duties assigned by the Chairperson or the Management Committee.

(iii.) **Treasurer:** The treasurer shall;

- (a) have charge and custody over Association's funds and securities;

- (b) keep accurate books of accounts and records of Association's receipts and disbursements;
- (c) deposit all moneys and securities received by the Association at such depositories in the Association's name that may be designated by the committee;
- (d) complete all required Association's returns; and
- (e) perform all duties incidental to the office and other duties assigned by the Chairperson or the committee including preparation of audit report, annual budget and like duties.

**(8) Association Document Procedure:**

All association documents (including shares, bonds, agreements, insurance and annuity contracts, qualified and non qualified, deferred compensation plans, cheques, notes, disbursements, loans, and other debt obligations) shall not be signed by any officer, designated agent, or attorney unless authorized by the committee or by these By-laws.

**11. Powers and Duties of Management Committee**

**(1)** The committee shall have all powers and duties necessary for the administration of the affairs of the Association, and may take any action in support of this obligation of administration so long as such action is not prohibited by the Unit plan, these By-laws or the Act or any other Act. The powers and duties of the Management Committee shall include but not limited to the following;

- (a) care, upkeep, and maintenance of the Common Property;
- (b) developments of an Annual Budget and collection of any Assessments required by the affairs of and for the operation of the Unit Property;

- (c) employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Unit Property;
- (d) adoption and amendment of By-laws, consistent with the Regulations and the Act, or other laws governing the use of the Unit Property;
- (e) opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;
- (f) keep books of accounts and records containing expenses and receipts of administration, specifying the maintenance and repair expenses of the common property and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Co-Owners and their mortgagees during reasonable hours.
- (g) prepare and distribute a financial statement to each Co-Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the committee members by qualified independent accountants. The cost of such an annual review or audit shall be an expense of Association.
- (h) obtaining insurance for the Common Property, the premiums of which shall be an expense of Association;

- (i) granting licenses for the use of the common property for purposes not inconsistent with the provisions of the Act or of the Unit Documents;
  - (j) authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Unit Property on behalf of the Co-Owners;
  - (k) making repairs, additions, and improvements to, or alterations of, the Common property, and repairs to and restoration of the Common property after damage or destruction by fire or other casualty, or as a result of condemnation or land acquisition proceedings under the relevant laws;
  - (l) asserting, defending, or settling claims on behalf of all Co-Owners in connection with the Common Property of the Unit Property and, upon written notice to all Co-Owners, instituting actions on behalf of and against the Co-Owners in the name of the Association; and
- (2)** such further duties as may be imposed by resolution of the Co-Owners of the Association or that may be required by the Act.

## **12. Managing Agent**

The committee may employ a Managing Agent as provided under section 49 of the Act at a compensation established by the committee to perform such duties and services as the committee shall authorize, including, but not limited to, the powers and duties described in Part IV.11

## **13. Finance**

### **(1) General Funds**

The Association shall establish a fund or funds for the general administration of the association as provided in section 59 of the Act.

### **(2) Sinking Fund**

The Association shall establish and maintain a fund to be known as the sinking fund, to be used for major repair and replacement of common property as provided under section 60 and 61 of the Act.

### **(3) Determination of Assessments**

Assessments will be determined by the Management Committee. The annual assessment to be levied against each unit in the unit property shall then be determined on the basis of the Annual Budget and shall be equal to an amount necessary to meet the obligations of the Annual Budget ("Annual Assessment"). The Annual Assessment shall be apportioned in a manner consistent with these by-laws and described under Schedule No.1.

### **(4) Payment Schedule.**

#### **(a) Financial Year**

The financial year of the Association shall begin in the .....day of ..... of every year. The commencement date of the fiscal year herein established shall be subject to change by the Annual General Meeting.

**(b) Routine Collections**

All monthly installments of the annual assessment shall be due and payable in advance on the first day of the month ("due date").

**(5) Default on Payment**

The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by the By-laws of the Association.

**(6) Obligation.**

Each Co-Owner shall be obligated for the payment of all assessments levied upon the Co-Owner's Unit during the time that the person is the Co-Owner of the Unit and no Co-Owner may be exempted from liability for the Co-Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Property, or by the abandonment of a Unit.

**(7) Legal Remedies for Default**

In the event of default by any Co-Owner in paying any periodic payment of an assessment, the committee may declare all unpaid installments of any assessment for the pertinent financial year to be immediately due and payable. In addition, the committee may impose reasonable penalty on delayed payments and interest at the commercial rate upon such assessment.

**(a) Lien:**

In the event of default, the following shall constitute a lien on the Unit prior to all other liens, except tax liens in favor of the government or taxing authority and sums unpaid upon a mortgage registered prior to the registration of any notice of lien by the Association: unpaid assessments, together with interest on the unpaid assessments,

collection charges, and late charges; advances made by the Association for taxes or other liens to protect its lien; attorney fees; and any other fines imposed in accordance with the Unit Documents.

**(b) Fines:**

The Association may impose fines upon a Co-Owner for failure to comply with any of the terms or provisions of the Unit Documents so long as the Association provides notice to the Co-Owner to show cause.

**(8) Enforcement**

Failure to comply with any of the terms or provisions of the Unit Documents shall entitle the Association to enforce the collection of all sums due for damages in a suit at law for a money judgment or in equity for injunctive relief or sale of the liens securing payment of any assessment in default, as provided by section 63 of the Act. In any action arising out of an alleged default by a Co-Owner, the Association shall be entitled to recover reasonable costs and attorney fees as determined by the court.

**14. Insurance**

The Association shall, on its own and on behalf of the owners, obtain and maintain an insurance policy covering the units and common properties as provided under section 81 of the Act



## PART V

### ENJOYMENT, USE AND UPKEEP OF PRIVATE AND COMMON PROPERTY

#### 15. Enjoyment and Use

##### (1) Co-Owners Rights of Enjoyment and Obligations;

(a) Every Co-Owner shall have a right of enjoyment in and to the private unit, private common property and general common property and appurtenant to Unit Property and shall pass with the title to every unit, subject to the following:-

- (i) to use his unit and the common areas for his own needs as well as for the needs of his family/household, agents, tenants, invitees, and licensees for access in and out of the respective Units, and for other purposes incidental to the use of Units;
- (ii) without the approval of the Association or any other co-owner, to transfer his unit to any other person by sale, lease, gift, bequest, devise, pledge or mortgage or any other manner permitted by law;
- (iii) to participate in the management of the Association in accordance with the provisions of the by-laws;
- (iv) to elect and be elected to the Association's Management Committee;
- (v) a co-owner who suffers prejudice by the carrying out of work, through a permanent diminution in the value of his unit, a grave disturbance or deterioration of enjoyment, even if temporary, is entitled to compensation from:
  - (a) the Association, if the Association ordered the work; or
  - (b) if it did not, from the co-owners who did the work.

- (vi) to have and exercise other rights that do not contradict with the provisions of the Act and any other written law.

**(b) Each Co-owner shall be obliged**

- (i) to observe the by-laws;
- (ii) to contribute to costs of maintaining and operating the property, including the contingency fund, in proportion to his fractional share;
- (iii) the co-owners who use common areas for restricted use shall contribute to the costs resulting from those portions.
- (iv) no co-owner shall, even in his unit, interfere with the carrying out of work required for the conservation of the property approved by the Association or of urgent work.

**(c) Nuisance or annoyance**

- (i.) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner or occupier or user of another unit.
- (ii.) This by-law mentioned under sub-section 15 (1) (c) (i) above does not apply to use of a unit if the Management Committee has given an owner, occupier or user of the unit written permission for that purpose.
- (iii.) Permission may be given subject to stated conditions
- (iv.) Permission may be withdrawn by special resolution of the Association.

**(d) Noise**

- (i.) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably

likely to cause substantial annoyance to an owner, occupier or user of another unit.

- (ii.) This by-law mentioned under sub-section 15 (1) (d) (i) above does not apply to the making of a noise if the Management Committee has given the person responsible for making the noise written permission to do so.
- (iii.) Permission may be given subject to stated conditions
- (iv.) Permission may be withdrawn by special resolution of the Association.

**(e) Animals and birds:**

- (i.) A unit owner must not keep, or permit to be kept, any animal or bird within the unit or on the common property,
- (ii.) Sub-section (i) does not apply to the keeping of an animal or bird if the Management Committee has given the person keeping the animal written permission to do so.
- (iii.) Permission may be given subject to stated conditions
- (iv.) Permission may be withdrawn by special resolution of the Association.

**(f) Illegal use of unit**

A unit owner must not use a unit, or permit it to be used, to contravene any law.

**(g) Firearms and Weapons.**

No Co-Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Co-Owner's family of any firearms, air rifles, guns, bows and arrows, illegal fireworks or other dangerous weapons or devices anywhere on or about the property.

**(h) Drive ways, General Parking Areas and Lots.**

- (i.) Drive ways shall remain clear at all times to facilitate access among all Co-Owners to their individual garage units and there shall be no stopping, standing or parking in the drive ways and general parking at any time. The drive ways shall not be used for any purpose other than access to the individual garage units or parking lots without the prior written permission of the Association.
- (ii.) Any vehicle, whether owned by a Co-Owner or another individual, will be subject to the towing policy of the Association as determined from time to time by the Association or its managing agent. The Association and its agent shall not be liable for any costs or expenses incurred as a result of an illegally parked vehicle removed from the premises.
- (iii.) No commercial vehicles, heavy duty trucks or trailers shall be parked or stored anywhere within the property without the prior written approval of the Association.
- (iv.) No maintenance or repair shall be performed on any kind of vehicle, except within a garage or residence where such work shall be isolated from public view.
- (v.) If at any time the Association is able to provide additional parking in excess of the individual garage spaces appurtenant to each Unit, then the Association will propose a written parking policy for such additional parking to be adopted by majority vote of the Association.

**(i) Use of common areas**

The common areas shall be for the quiet use of Co-Owners, family members, occupants, guests and invitees. For any prior planned gathering in the common areas, the host Co-Owner shall first receive written

permission to use the common areas from the association. At all times, use of the common areas shall adhere to a quiet time policy where no noise that may disturb any occupants of any of the other Units shall emanate from the common areas. The Association reserves the right to impose reasonable user fees for use of the common areas and any furniture or equipment located therein.

**(j) Fire Safety.**

Each Co-Owner shall abide by the general fire safety regulations and precautions issued by local authorities limited to:

- (i) no Co-Owner shall knowingly permit any fire to ignite or spread so as to endanger the life or property of another, nor operate any device which may be a source of ignition unless reasonable precautions are taken to ensure against the starting and spreading of unfriendly fires;
- (ii) no Co-Owner shall deliberately, or through carelessness or negligence, set fire to or cause the burning of any material in such manner as to endanger the safety of any person or property;

**(k) Waste Collection and Disposal**

- (i) Co-owner or occupier of a unit in a multi-storey subdivided building provided with chutes for the disposal of waste shall;
  - (a) ensure that before any waste is thrown into the chutes it is securely wrapped in plastic bags or other similar materials; and
  - (b) not dispose of any large objects into the chutes which may obstruct the free fall of waste in the chutes.
- (ii) Co-owner or occupier of a unit which is not provided with any chute for the disposal of waste;
  - (a) shall maintain within his unit, or on such part of the common property, as may be authorized by the Management Committee, in clean and dry condition, an adequately covered garbage bin for the disposal of waste;

- (b) shall ensure that before waste is placed in the garbage bin it is securely wrapped or, in the case of tins or other containers, completely drained;
  - (c) shall not place any waste in the garbage bin of the Co-owner or occupier of any other unit except with the permission of that Co-owner or occupier;
  - (d) shall promptly remove any waste which he or the waste collector may have spilled from the garbage bin and shall take such action as may be necessary to clean the area within which that waste was so spilled.
- (iii) Co-owner or occupier of a unit shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Co-owner or occupier of another unit or of any person lawfully using the common property.

**(l) Occupancy Limitations.**

The premises shall not be occupied by any person other than those registered as occupants. Any change in occupancy shall be notified in writing to the Association as provided under Section 52 of the Act.

**(m) Signs and Billboards.**

No signs, billboards or other advertising devices that are visible from the exterior of the Unit or from the common property shall be displayed on any Unit without written permission from the Association provided that a professionally made unlit sign, or a sign of substantially the same quality and appearance, not larger than one square meter in size, maybe used for the purpose of advertising a Unit for sale or letting.

**(2) Incidental Rights of owners of Common Property;**

- (a) Each owner of a unit shall have in Common Property and each unit comprised in a registered Unit plan rights of-
- (i) support, shelter and protection;
  - (ii) passage or provision of water, sewage, drainage, gas, electricity, telecommunication, garbage and air; and
  - (iii) any other service of whatever nature, over the common property and every structure on it as may be necessary for the reasonable use or enjoyment of the common property or unit.
- (b) Each owner of a unit shall have in common property and each unit comprised in a Unit plan and appurtenant to it:
- (i) a right to full, free and uninterrupted access; and
  - (ii) use of light through or from any windows, doors or other apertures existing at the date of registration of the Unit.
- (c) The rights created by this by-law shall carry with them all ancillary rights necessary to make them effective as if they were easements.
- (d) Nothing in this by-law shall affect any common property other than the common property to which the Unit plan relates.

**(3) Easements in favor of Unit Owner**

- (a) After the registration of a Unit plan, there shall be implied in favour of each unit shown on the plan and as appurtenant of the unit-
- (i) an easement of the subjacent and lateral support of the unit by the common property and by every other unit capable of affording support;
  - (ii) an easement for the shelter of the unit by the common property and by every other unit capable of affording shelter;



(iii) for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing within the unit as appurtenant to the common property and also to every other unit capable of enjoying those easements; and

(iii) any other such rights as provided for under the Act and Land Act.

(b) Where an easement is implied by this by-law, the owner of any utility service providing a service to the common property or to any unit on it, shall be entitled to the benefit of any of the easements which are appropriate to the provision of the services, but not to the exclusion of the owner of any other utility services.

**(4) Implied Easements in Favour of Unit Owner**

(a) Easements or restrictions to ancillary rights and obligations to use implied or created by the Act or by these by-laws shall take effect and be enforceable without any memorial notification on the parts of the Register constituting titles to the dominant or servient tenements.

(b) All ancillary rights and obligations reasonably necessary to make easements effective shall apply in respect of easements implied by the Act, including the right of an owner of a dominant tenement to enter a servient tenement and replace, renew or restore anything from which the dominant tenement is entitled to benefit.

**(5) Exclusive Use of Common Property**

An Association may, if its by-laws permit, grant a lease to an owner permitting the owner exclusive use of a part of the common property.

## **16. Upkeep of Private and Common Property**

### **(1) Physical alterations of units**

Subject to the provisions of the registered unit plan, any mortgage encumbering a unit, and other provisions of law, a co-owner may:

- (a) make improvements or alterations to his unit that do not damage or impair the common areas or any other unit;
- (b) not change the appearance of the common areas, or the exterior appearance of a unit such as fencing wall, doors, windows, external wall, swimming pool, sheds or any other portion of the property, without permission of the Association;
- (c) after acquiring all or section of an adjoining unit, remove, alter or create apertures in any intervening partition if those acts do not impair the structural integrity or mechanical systems of the property or another unit or lessen the support of any portion of the property;
- (d) relocate the boundaries between adjoining units, combine two or more units or subdivide an existing unit into two or more portions by an amendment to the declaration upon approval of the Association and the co-owners of any affected units.

### **(2) Physical alterations of boundaries**

At the expense of the Co-owners applying for relocation of boundaries, combination or subdivision of units, the fractional shares will be reallocated among co-owners as necessary and the Association will prepare and register necessary amendments to the declaration to show the subdivided unit or altered boundaries between adjoining units, their dimensions, identifying numbers, and the amendments to the fractional shares of such units.

**(3) Aerials, Antennas, and Broadcasting/Receiving Devices**

A Co-Owner may install the above devices for use within the Co-Owner's Unit, subject to reasonable prior written approval by the Association. To the extent required by any law in force, the Association's regulations shall not unreasonably impair a Co-Owner's installation, maintenance, or use of such devices. However, the Association reserves the right to restrict the location, size, appearance, color, screening, and any other reasonable elements the Association deems appropriate.

**(4) Landscaping and Site works**

- (i) Hedges planted along the boundary lines must be maintained at the height not exceeding \_\_\_\_\_ meters; shrubs growing over \_\_\_\_\_ meters; trees growing over \_\_\_\_\_ meters. All gardens, lawns and flower beds must be maintained in an aesthetically pleasant manner.
- (ii) Safety and spot lighting must be localized unless approved by the Management Committee.
- (iii) Ponds and fountains must be maintained in a sanitary manner.

**PART VI**  
**DISPOSITION**

**17. Disposition**

Disposition of a Unit, Unit Property or Common Property shall include but not limited to sale, mortgage, inheritance and lease.

**(1) Sale of Units**

Procedures for sale of any unit property shall be as provided under section 30 of the Act and regulations made under the Act.

**(2) Mortgages**

**(a) Notice to Association.**

Any Co-Owner who mortgages a unit (referenced in this Part as a "Mortgagor") shall notify the Association of the name and address of the mortgagee (referenced in this Part as a "Mortgagee"), and the Association will maintain such information.

**(b) Rights of Mortgagees**

Mortgagee shall have right as provided under section 34 of the Act.

**(3) Inheritance**

If a Co-Owner dies and under applicable law the Co-Owner's Unit or any interest therein is subject to a probate proceeding, then during a period of three months after appointment of a personal representative of the deceased Co-Owner, the Association shall have the first right, at its option if the unit is offered for sale, to purchase the Unit either from the devisee named in the deceased Co-Owner's will, if any, or from the appointed personal representative of such deceased Co-Owner who is empowered or authorized to sell the Unit.

**(4) Lease**

- (a) The owner of a unit shall, within seven days after a tenant begins to rent his unit, give the Association notice in writing stating the name of the tenant occupying his unit and such other particulars as provided in these by-laws.
  
- (b) The owner of the unit shall, within seven days after a tenant ceases to rent his unit, give the Association notice in writing stating that his unit is no longer being rented.

## **PART VII**

### **DISPUTE SETTLEMENT**

- 18** (1) Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Unit Documents or arising out of disputes among or between Co-Owners or developers, shall be submitted to mediation in written notice to the Association.
- (2) Unless there is an election to mediate pursuant to these By-laws or to petition a court, a dispute or question as to whether a violation of any specific regulation or restriction contained in these by-laws has occurred shall be submitted to the Association, which shall conduct a hearing and deliver a decision in writing. Such a decision shall be binding upon all Co-Owners and other parties having an interest in the unit property.

## PART VIII

### GENERAL PROVISIONS

#### 19. Indemnification

##### (1) Indemnification of Management Committee Members.

Every management committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amount paid in settlement incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a member of the Association, whether or not he or she is a member at the time such expenses are incurred, except as otherwise prohibited by law.

##### (2) Non exclusive Right.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a Committee Member or officer may be entitled.

#### 20. Amendments

The Association may amend these By-Laws at any time, as long as consistent with the design, scheme and purposes of these by-laws, by the vote or written agreement of the co-owners to whom not less than seventy-five percent (75%) of all of the votes in the Association accept the amendment.

- (a) No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every Member at least thirty (45) days in advance of any action taken, and

- (b) No such amendment shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common property unless such amendment is consented to in writing by Management Committee and all other beneficiaries of such permanent easements, rights of interests.
- (c) No amendment of these by-laws shall be effective unless registered by Registrar.

## **21. Taxes, Rates, Charges and Levies**

- (a) Every Co-owner of a unit shall be liable for any rate, charge or tax levied by a relevant authority in relation to each respective unit property.
- (b) The Association shall be liable to any rate, charge or tax levied by a relevant authority in relation to the common property.

## **22. Applicability of Use and Occupancy Restrictions.**

All provisions of the Unit plan, these By-laws, including but not limited to this Part, and any rules or regulations adopted by the Association which apply to any Co-Owner shall also apply to all occupants, family members, guests, invitees, agents or tenants of any Co-Owner or individual Unit. Each Co-Owner shall cause all occupants, family members, guests, invitees, agents or tenants of the Co-Owner to comply with the Unit Plan, the By-laws and any rules or policies adopted by the Association and shall be responsible for all violations and losses to the Common Property or individual Unit caused by such occupants, family members, guests, invitees, agents or tenants, notwithstanding the fact that such occupants, family members, guests, invitees, agents or tenants may be individually liable for any violations of the Unit Plan, By-laws or any other Unit Documents.