

Form 9

CAYMAN ISLANDS
STRATA TITLES REGISTRATION LAW (Revised)
STRATA TITLES REGISTRATION REGULATIONS (Revised)
NOTIFICATION OF AMENDMENT OR VARIATION OF BYE-LAWS
(Regulation 12)

STRATA PLAN NO. 933

In pursuance of section 21(5) of the above Law, the proprietors of the above strata plan unanimously passed the following resolution:-

"IT IS HEREBY RESOLVED that the registered Bye-Laws of the Corporation be and they are hereby amended and varied by their replacement and substitution in entirety by the Bye-Laws attached".

THE COMMON SEAL of THE)
PROPRIETORS, STRATA PLAN)
NO. 933 was hereunto affixed on the)
19th day of April, 2021)
in the presence of:)

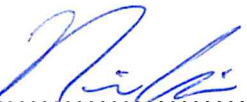
MEMBERS OF THE EXECUTIVE COMMITTEE


.....

Nathan Smith


.....

Michael Treacy


.....

Neville Hicks



FOR OFFICIAL USE ONLY

I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received by me for registration on the.....day of..... and that stamp duty assessed/adjudicated by me/Treasury at C.I.\$..... and Land Registry fees at C.I.\$..... relating thereto have been paid.

REGISTERED

THIS DAY OF 2021

.....
REGISTRAR OF LANDS
CAYMAN ISLANDS

CERTIFICATE OF IDENTIFICATION

Nathan Smith

Name.....

I HEREBY CERTIFY that the above-named Nathan Smith appeared before me on the 20th day of April.....2021 and being identified by* (or being known to me) acknowledged the above signature or mark to be his and that he had freely and voluntarily executed this instrument and understood its contents.

Amber Attidge Notary in and for the Cayman Islands

Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Michael Treacy

Name.....

I HEREBY CERTIFY that the above-named Michael Treacy appeared before me on the 20th day of April.....2021 and being identified by* (or being known to me) acknowledged the above signature or mark to be his and that he had freely and voluntarily executed this instrument and understood its contents.

Amber Attidge Notary in and for the Cayman Islands

Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Neville Hicks

Name.....

I HEREBY CERTIFY that the above-named Neville Hicks appeared before me on the 20th day of April.....2021 and being identified by* (or being known to me) acknowledged the above signature or mark to be his and that he had freely and voluntarily executed this instrument and understood its contents.

Amber Attidge Notary in and for the Cayman Islands

Signature and designation of the person certifying

BYE-LAWS OF THE PROPRIETORS, STRATA PLAN NO. 933

1. Definitions and interpretation

1.1 In these bye-laws:

- (a) **'Article'** means a provision in these bye-laws;
- (b) **'Capital Budget'** shall have the meaning given that expression in Article 4.15(f)(iii);
- (c) **'CIREBA'** means the Cayman Islands Real Estate Brokers Association of Crighton Building, 256 Crewe Road, George Town, P.O. Box 1977, Grand Cayman KY1-1104, Cayman Islands;
- (d) **'Developer'** means CP Land Co, Ltd. and its nominees, successors and assigns;
- (e) **'Development'** means the development (and all improvements on it and changes to it) known as ONE Canal Point and comprising parcel 520 of block 12C of the West Bay Beach South registration section of Grand Cayman, which includes the Common Property and each Strata Lot within it;
- (f) **'Executive Committee'** means the executive committee of the Strata Corporation constituted under these bye-laws;
- (g) **'Extraordinary General Meeting'** shall have the meaning given that expression in Article 3.4;
- (h) **'Registered Land Act'** means the Registered Land Act (2018 Revision);
- (i) **'Lease'** means a grant, with or without consideration, by a Proprietor, for the right to exclusive possession of a Strata Lot, including the right so granted and the instrument granting it;
- (j) **'Landlord'** means the landlord under a Lease;
- (k) **'Manager'** means any person from time to time retained by the Executive Committee to manage the affairs of the Strata Corporation;
- (l) **'Operating Budget'** shall have the meaning given that expression in Article 4.15(f)(i);
- (m) **'Proprietor'** means the registered proprietor under the Registered Land Act of one or more of the Strata Lots comprised in the Development;
- (n) **'Reserve Fund Budget'** shall have the meaning given that expression in Article 4.15(f)(ii);
- (o) **'Strata Corporation'** means The Proprietors, Strata Plan No. 933;

- (p) **'Strata Law'** means the Strata Titles Registration Act (2013 Revision) and every statutory modification or re-enactment or revision thereof for the time being in force;
- (q) **'Strata Lot'** means any one of the self-contained housing units comprised in the Strata Plan and shown in that plan, and "Strata Lots" shall be construed accordingly; and for the purposes of defining the respective rights and obligations respectively of the Proprietors and the Strata Corporation, the Strata Lot shall include:
- (i) such of the walls and partitions within the Strata Lot as are not structural or load bearing;
 - (ii) (if any) all internal plastered coverings and plaster work of the walls bounding and lying within the Strata Lot;
 - (iii) (if any) all coverings and plaster work of the ceilings of the Strata Lot and all suspended ceilings and hangers; and
 - (iv) all the floor screeds and other surfaces and coverings of the floors of the Strata Lot; and
 - (v) all fixtures and fittings within the Strata Lot;
 - (vi) all drains, pipes, wires, cables, ducts, conduits and flues ("**Conducting Media**") within and exclusively serving the Strata Lot,
- but shall exclude:
- (vii) the columns, beams, roofs, foundations and floor slabs of the Strata Lot and all structural and load bearing walls;
 - (viii) all Conducting Media within but not exclusively serving the Strata Lot;
 - (ix) the doors and door frames and windows and window frames fitted in the external walls surrounding the Strata Lot; and
 - (x) (if any, and for the avoidance of doubt) the attic space above,
- with the intent that these excluded items set out in 1.1(vii) to 1.1(x) form part of the Common Property;
- (r) **'Strata Plan'** means Strata Plan No. 933 filed with the Cayman Islands Lands and Survey Department;
- (s) **'Tenant'** means the guest or tenant under a Lease;
- (t) **'Unit Entitlement'** means, with respect to each Proprietor, the factor which shall determine:

- (xi) the quantum of his share in the Strata Corporation;
 - (xii) as a whole number, the proportion of the Common Property allocated to his Strata Lot;
 - (xiii) the proportion payable by him of contributions levied pursuant to the Strata Act and these bye-laws; and
 - (xiv) the number of votes that may be exercisable by him on a poll (subject to these bye-laws);
- (u) Unless the context otherwise requires:
- (i) words or expressions contained in these bye-laws shall bear the same meaning as in the Strata Act;
 - (ii) expressions referring to in writing shall be construed as including all modes of representing or reproducing words in a visible form;
 - (iii) words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall be deemed to include the plural number;
 - (iv) any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (v) If any provision of these bye-laws is for any reason held to be invalid or unconstitutional by any court or other authority of competent jurisdiction, then such portion shall be deemed to be a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of these Bye-laws.
- (w) No restriction, condition, obligation or provision contained in these bye-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which shall occur.
- (x) Where a Proprietor is placed under a restriction under these bye-laws, the restriction includes an obligation on the Proprietor not to permit or allow the infringement of the restriction by any employee or licensee, agent or invitee (whether express or implied) of the Proprietor or by any person deriving title under the Proprietor.
- (y) References to an "indemnity" mean an indemnity against all actions, claims, demands, and proceedings made against the person with the benefit of the indemnity and all costs, expenses, liabilities and losses incurred directly or indirectly by such person and "indemnify" shall be construed accordingly.
- (z) Any reference to a power conferred on the Strata Corporation or of a consent or approval to be delivered by the Strata Corporation (whether in these bye-laws, any rules and regulations promulgated under these Bye-laws or the Strata Act) shall be construed as a

power capable of being exercised, or a consent or approval capable of being given, by the Executive Committee on behalf of the Strata Corporation.

2. Control by Developer

2.1 Notwithstanding anything to the contrary contained in these bye-laws, until none of the Strata Lots comprised in the Strata Plan are in the ownership of the Developer, the following provisions shall have effect and shall prevail:

- (a) Extraordinary General Meetings of the Strata Corporation shall be called only at the sole discretion of the Developer and any meeting so called shall not require any requisition by the Proprietors;
- (b) Annual General Meetings of the Strata Corporation shall not transact any special business but shall be restricted to the consideration of accounts alone;
- (c) the Executive Committee and any audit committee or finance committee shall consist of the Developer or its nominee or nominees alone;
- (d) the Executive Committee shall appoint the legal advisors and auditors, if any, of the Strata Corporation;
- (e) the annual budgets will be prepared and set by the Executive Committee;
- (f) the Developer shall have the power and authority to vary, modify and amend the Strata Plan and these bye-laws at any time in its sole discretion provided such variations, modifications or amendments thereto do not affect the location, size or Unit Entitlements of any Strata Lot or the Proprietor's use of or access to the Strata Lot;
- (g) no amendments or modifications shall be made to the Strata Plan or these bye-laws without the prior written consent of the Developer; and
- (h) the date of the first Annual General Meeting will be set by the Executive Committee.

However, the Developer may not do anything in reliance upon this Article that has a material detrimental effect on the location, size or layout of a Strata Lot and/or on the Proprietor's access to thereto or views therefrom (as determined by the Developer, acting reasonably and in good faith).

2.2 The Developer must act reasonably and in good faith in the exercise of any of the powers in Article 2.1.

3. General Meetings

3.1 The Strata Corporation shall in each year hold a general meeting as its annual general meeting (herein referred to as an "Annual General Meeting") in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it.

- 3.2 Not more than 15 months shall elapse between the date of one Annual General Meeting of the Strata Corporation and that of the next or between the date of registration of the Strata Plan and the first Annual General Meeting of the Strata Corporation.
- 3.3 The Annual General Meeting shall be held at such time and place as the Executive Committee shall appoint.
- 3.4 Any general meeting other than an Annual General Meeting shall be called an "**Extraordinary General Meeting**".
- 3.5 The Executive Committee may, whenever they think fit, convene an Extraordinary General Meeting and, subject to the provisions of these Bye-laws, Extraordinary General Meetings may also be convened by a requisition in writing made by Proprietors entitled to 25 per cent of the total Unit Entitlement of all of the Strata Lots. Any such requisition shall specify the purpose of the meeting proposed to be called, and must be delivered to the registered office of the Strata Corporation. Upon receipt of such requisition the Executive Committee shall, within 15 days, deliver to all Proprietors a notice of the Extraordinary General Meeting, such meeting to occur no less than 21 days and no more than 60 days after serving of the notice, failing which action by the Executive Committee the requisitioning Proprietors shall be entitled to convene a meeting by way of notice delivered in accordance with the provisions of these bye-laws for calling meetings.
- 3.6 The order of business at any Extraordinary General Meeting shall be limited to:
- (a) election of a chairperson;
 - (b) the calling of the roll and verification of proxies;
 - (c) proof of notice of meeting or waiver of notice;
 - (d) reading and disposal of any unapproved minutes of prior meetings;
 - (e) the consideration of the matters set out in the notice of meeting; and
 - (f) termination.
- 3.7 Not less than 30 days' notice of every general meeting specifying the place, the date and the hour of the meeting and, in case of special business, the general nature of such business, shall be given to all the proprietors and registered chargees (which are chargees who have given written notice of their interest to the Strata Corporation) but accidental omissions to give such notice to any proprietor or any registered chargee or non-receipt of such notice by any proprietor or registered chargee shall not invalidate any proceedings at such meetings.
- 3.8 All business shall be deemed special that is transacted at an Annual General Meeting or at an Extraordinary General Meeting with the exception of the consideration of accounts, balance sheet, the reports of the Executive Committee, the consideration of insurance, the consideration of contributions to the Strata Corporation, and the election of members of the Executive Committee.

- 3.9 Save as is otherwise provided in these bye-laws, no business shall be transacted in any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Proprietors representing 50% of the number of Strata Lots entitled to vote present in person or by proxy shall constitute a quorum provided always that if within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Proprietors, shall be dissolved. In any other case it shall stand adjourned to the next day, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting it shall stand adjourned to the next day in the manner hereinbefore mentioned, and such procedure shall continue for a further five days, and on the fifth day, if a quorum is not present within half an hour from the time appointed for the meeting, the Proprietors present shall be a quorum.
- 3.10 At the commencement of a general meeting, a chairperson of the meeting shall be elected. The chairperson shall be elected by the Executive Committee.
- 3.11 The order of business for an Annual General Meeting shall be:
- (a) election of a chairperson;
 - (b) call of the roll and verification of proxies;
 - (c) proof of notice of the meeting or waiver of notice;
 - (d) reading and disposal of unapproved minutes of prior meetings;
 - (e) consideration of the manager's report and recommended actions within:
 - (f) consideration of the financial statements of the Strata Corporation;
 - (g) consideration of all budgets for the ensuring year;
 - (h) any other business;
 - (i) scheduling of the date for the next Annual General Meeting;
 - (j) election of the Executive Committee; and
 - (k) termination.
- 3.12 The chairperson of a general meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting and save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

4. The Executive Committee

- 4.1 There shall be an Executive Committee of the Strata Corporation which shall, subject to Article 2 and subject to any restrictions imposed or direction given at a General Meeting, exercise the powers and perform the duties of the Strata Corporation.
- 4.2 The members of the Executive Committee appointed or nominated in accordance with Article 2 shall remain in office until such time as their appointment or nomination is terminated by the Developer.
- 4.3 Subject to Articles 2 and 4.2, the Executive Committee shall consist of a minimum of five members and a maximum of nine members and shall be elected at each Annual General Meeting of the Strata Corporation. Subject to Articles 2 and 4.2, the number of members of the Executive Committee that are Proprietors must be 100% of the membership of the Executive Committee.
- 4.4 Subject to Articles 2 and 4.2, the Executive Committee members shall be elected at each Annual General Meeting. The term of office of each member shall run from the adjournment of the Annual General Meeting at which he was elected to the adjournment of the next Annual General Meeting (unless he is reelected at that meeting). The procedure for nomination and election of members of the Executive Committee at an Annual General Meeting shall be as follows, or as may otherwise be approved by the Executive Committee:
- (a) the chairperson shall call upon those persons present to nominate candidates for election. A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
 - (i) in writing, and furnished to the chairperson at the meeting; or
 - (ii) orally by a nominee who is present at the meeting;
 - (b) when no further nominations are forthcoming, the chairperson:
 - (i) where the number of candidates is less than or equal to nine, shall declare those candidates to be elected as members of the Executive Committee; and
 - (ii) where the number of candidates exceeds nine shall direct that a ballot be held;
 - (c) if a ballot is to be held, the chairperson shall:
 - (i) announce the names of the candidates; and
 - (ii) cause to be furnished to each person present and entitled to vote a blank paper in respect of each Strata Lot in request of which he is entitled for use as a ballot paper;
 - (d) a person who is entitled to vote shall complete a valid ballot paper by:

- (i) writing on it the names of the nine candidates who he wishes to elect to the Executive Committee;
 - (ii) indicating on it the number of each Strata Lot in respect of which his vote is cast and whether he so votes as proprietors or registered chargee of each such Strata Lot or as proxy of the proprietor or registered chargee;
 - (iii) signing the ballot paper; and
 - (iv) returning the ballot paper to the chairperson;
- (e) two persons appointed by the chairperson, who must not be persons seeking to be elected to the Executive Committee, shall count the votes recorded on valid ballot papers in favour of each candidate;
- (f) subject to Article 4.4, the nine candidates who receive the highest numbers of votes shall be declared elected to the Executive Committee;
- (g) where the number of votes recorded in favour of any candidate is the ninth highest, and:
- (i) that number equals the number of votes recorded in favour of any other candidate; and
 - (ii) if each of those candidates were to be declared elected the number of persons elected would exceed nine, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.
- 4.5 Subject to Articles 2 and 4.2, only a Proprietor whose contributions are duly paid as provided by Article 8.1(d) shall be eligible to be elected an Executive Committee member and any serving member who falls into arrears for more than 45 days during the term of his office shall *ipso facto* cease to be a member during the period of such delinquency.
- 4.6 Subject to Articles 2 and 4.2, the Strata Corporation may, by resolution at an Extraordinary General Meeting remove any member of the Executive Committee before the expiration of his term of office and appoint another person in his place to hold office until the next Annual General Meeting.
- 4.7 Any casual vacancy on the Executive Committee, being a vacancy resulting from the death, resignation or other inability of a member to continue, may be filled by way of appointment made by any of the remaining members thereof.
- 4.8 The quorum of the Executive Committee shall be such number as the committee may fix from time to time being not less than 50% of its members.
- 4.9 Subject to Article 4.15(a), the format, location and means of meeting may be determined by the Executive Committee and may include a meeting by telephone conference, video conference, provided always that minutes of any meetings are kept. Attendance at such meetings by

electronic means shall be valid for the purpose of determining a quorum of the Executive Committee.

- 4.10 A resolution signed by all members of the Executive Committee including a resolution signed in counterpart or by way of signed fax or electronic transmission, shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly called and constituted.
- 4.11 At the commencement of each meeting, the Executive Committee shall elect a chairperson for the meeting and if any chairperson so vacates the chair during the meeting, the Executive Committee shall elect in his stead another chairperson.
- 4.12 At meetings of the Executive Committee, all matters shall be determined by simple majority vote, and the chairperson shall in addition to an original vote, have a casting vote in any case in which voting is equal.
- 4.13 Subject to the provisions of these bye-laws, the Executive Committee shall have power to regulate its own procedure.
- 4.14 The Executive Committee may:
- (a) employ for and on behalf of the Strata Corporation such agents and servants as it thinks fit in connection with the control, management, and administration of the Common Property and the exercise and performance of the powers and duties of the Strata Corporation provided of course that suitable qualification and experience to carry out the task is provided and validated;
 - (b) appoint an external, independent auditor to conduct an audit of the financial statements prepared by the Strata Corporation in accordance with 4.15(e);
 - (c) subject to any restrictions imposed or direction given at a General Meeting, delegate to one or more of its members such of its powers and duties as it thinks fit and may at any time revoke such delegation;
 - (d) subject to any restrictions imposed or direction given at a General Meeting or these bye-laws or amendments thereof, cause the Strata Corporation to enter into such deeds or agreements upon such terms as it may from time to time consider beneficial to the Strata Corporation or its members; and
 - (e) create rules and regulations from time to time for the allocation, use and enjoyment of the common property (and all amenities thereon), and the proper management and regulation of the matters set out in these bye-laws, provided that those rules and regulations are intended to be supplementary to, and cannot supersede or divert from the provisions of these bye-laws. Such rules may involve reasonable fines should they not be adhered to, the amount of which are to be set by the Executive Committee from time to time.
- 4.15 The Executive Committee must:

- (a) keep minutes of its meetings, which meetings may be held in person (in Grand Cayman or otherwise) or via teleconference or other electronic means by which all persons participating in such meeting can hear and be heard simultaneously and such participation shall be deemed to constitute presence in person at the meeting;
- (b) upon request in writing, make available to any Proprietor the minutes referred to in Article 4.15(a) by way of an electronic publication, whether on an online forum or otherwise. This Article 4.15(b) does not apply while the Executive Committee is constituted in accordance with Articles 2 and 4.2;
- (c) cause proper books of its account to be kept in respect of all moneys received and spent by it on behalf of the Strata Corporation;
- (d) retain, cause to be retained and continue to retain the services of a Manager or professional property management company in respect of the control, rental and other management, administrative care and maintenance of the Common Property or the Strata Corporation;
- (e) prepare proper financial statements relating to all assets of the Strata Corporation and the income and expenditure on a quarterly basis, provide copies to all Proprietors at or before each Annual General Meeting, and make available to the Proprietors these financial statements upon request. The Executive Committee must procure that these financial statements are prepared by, or their correctness ascertained by, a properly qualified chartered or certified public accountant, or other suitably qualified person with similar qualifications and experience, as determined by the Proprietors at an Annual General Meeting;
- (f) at least 30 days before each Annual General Meeting prepare and submit to each Proprietor the budget projections for the ensuing year and the financial statements referred to in Article 4.15(e). The financial statements and budgets shall be prepared in accordance with generally accepted accounting principles in the Cayman Islands and shall include the following three segregated accountings:
 - (i) an operating budget ("**Operating Budget**") assessed to each Strata Lot on a Unit Entitlement basis;
 - (ii) reserve fund budget ("**Reserve Fund Budget**") assessed on all Strata Lots on a Unit Entitlements basis to be not less than 5% of all Operating Budget costs unless otherwise determined by the Executive Committee on the basis of maintenance and/or replacement needs of the Strata Corporation; and
 - (iii) capital budget ("**Capital Budget**") assessed on Strata Lots on a Unit Entitlement basis for any new capital asset acquisition (not a replacement) when and if approved by the Strata Corporation;
- (g) subject to the adoption of the Operating Budget, Reserve Fund Budget and Capital Budget at an Annual General Meeting or Extraordinary General Meeting, the assessments shall be computed and shall be paid as assessments by each Proprietor to

the Strata Corporation in proportion to the Proprietors' Unit Entitlements (at the option of the Executive Committee) either by twelve monthly equal instalments payable in advance or by four quarterly equal instalments payable in advance or (in the case of emergency) on such basis as the Executive Committee shall determine in its discretion. If, at any time during the fiscal year, it appears to the Executive Committee that any such Operating Budget is insufficient for its purpose, the Executive Committee shall be entitled to assess an extraordinary assessment which shall be added to the next assessment payable by each Proprietor in respect of the amount first estimated and approved as aforesaid;

- (h) determine whether the Operating Fund assessment and the Reserve Fund assessment shall be separate or aggregated funds; and
 - (i) on the application of a proprietor or a registered chargee or any person authorized in writing by either of them, make the books of account available for inspection at all reasonable times.
- 4.16 The validity of the proceedings of the Executive Committee shall not be affected by any vacancy amongst the members thereof or by any defect in the appointment of a member thereof.
- 4.17 No member of the Executive Committee nor any officer of the Strata Corporation shall be entitled to compensation or reimbursement from the Strata Corporation his expenses, except:
- (a) with the express approval of the Executive Committee; and
 - (b) any such compensation or reimbursement will be limited to reasonable and necessary out-of-pocket expenses incurred by that member on behalf of the Strata Corporation (with written receipts provided) only on Grand Cayman or for long distance telephone calls, which must be approved in writing by another officer and recorded in the minute book of the Executive Committee.

5. Voting

- 5.1 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by any one or more Proprietors present in person or by proxy who together are entitled to not less than 15% of the aggregate Unit Entitlements present in person or by proxy. Unless a poll is so demanded, a declaration by the chairperson that a resolution has on the show of hands been carried, or carried unanimously, or by a particular majority, or lost and an entry made to that effect in the minutes of the proceedings of the Strata Corporation shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 5.2 Prior to the commencement of a general meeting, the Executive Committee shall appoint three persons (two of which shall be a member of the Executive Committee and one which shall not be a member of the Executive Committee) to authenticate and approve all proxies submitted for that general meeting and his decisions in that regard shall be binding and final.

- 5.3 A poll, if demanded, shall be taken in such a manner as the chairperson thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded. A demand for a poll may be withdrawn.
- 5.4 In the case of equality in the votes whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a casting vote in addition to the chairperson’s original vote.
- 5.5 On a show of hands one Proprietor for each Strata Lot shall have one vote; on a poll the votes of the proprietors shall correspond with the Unit Entitlement of their respective Strata Lots. When there are two or more Proprietors of a Strata Lot present at a meeting, the first listed owner on the property register is entitled to the vote.
- 5.6 Where proprietors are entitled to successive interests in a Strata Lot, the Proprietor entitled to the first interest shall alone be entitled to vote whether on a show of hands or a poll; and this bye-law shall be applicable whether under the Strata Act or by these bye-laws the unanimous resolution of the Proprietors is required or not.
- 5.7 On a show of hands or on a poll votes may be given either personally or by proxy. The outcome of any hand or poll voting shall be recorded by the secretary in the Strata Corporation’s minute book;
- 5.8 An instrument appointing a proxy shall be in writing under the hand of the Proprietor or his attorney, or, if the Proprietor is a company, either under seal or under the hand of a director or officer or attorney duly authorised, and may be either general or for a particular meeting. The proxy, whether written by the appointer or supplied by the Executive Committee must be signed by the appointer and include a witness to the signature. A proxy holder need not be a Proprietor but may not be a member of CIREBA unless a Proprietor also. The instrument appointing a proxy shall be in the following general form:

“The Proprietors, Strata Plan Number 933

I, of, the registered Proprietor of hereby appoint [the chairperson of the meeting] of to vote for me and on my behalf at the [Annual or Extraordinary or adjourned, as the case may be] General Meeting[s] of the Corporation [to be held on theday of and at every adjournment thereof.
 As witness my hand this day of

Signed by:

Proprietor:"

- 5.9 The instrument appointing a proxy shall be deposited at the offices of the Strata Corporation or at such other place as is specified for that purpose in the notice convening the meeting no later than 24 hours before the time for holdings the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument shall not be treated as valid, PROVIDED that the chairperson of the meeting may in his discretion accept an instrument of proxy sent by email.

- 5.10 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed (or a notarized copy of the power of attorney or other authority) shall be presented for inspection and verification at the start of each relevant meeting, failing which no vote may be cast on a show of hands or on a poll in respect of that Proprietor.
- 5.11 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 5.12 Except in cases whereby or under the Strata Act a super-majority or unanimous resolution is required, no Proprietor shall be entitled to vote at any Annual General Meeting or Extraordinary General Meeting unless all contributions payable in respect of his or her Strata Lot have been duly paid or have not been outstanding for more than 14 days.
- 5.13 Co-proprietors may vote by single proxy jointly appointed by them and in the absence of such proxy shall not be entitled to vote on a show of hands, except when a unanimous resolution of the Proprietors is required under the Strata Law; but any co-Proprietor may demand a poll and the co-Proprietor shall be entitled to part of the vote applicable to a Strata Lot as is proportionate to his interest in the Strata Lot. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Strata Lot of such of the joint proprietors as do not vote personally or by individual proxy.
- 5.14 A Proprietor suffering from mental impairment or serious mental illness (both as defined in The Mental Health Act, 2013), or in respect of whom an order has been made by any court having jurisdiction under The Mental Health Act, may vote, whether on a show of hands or on a poll, by his committee or other person in the nature of a committee appointed by that court, and any such committee or other person may vote by proxy.
- 5.15 Where a Proprietor's interest is subject to a registered charge or charges and written notice of his charge has been given to the Strata Corporation, any power of voting conferred on a Proprietor under the Strata Act:
- (a) shall not, in any case where a unanimous resolution is required, be exercised by the Proprietor but shall be exercised by the registered chargees in succession in accordance with their priorities; and
 - (b) may, in any other case, be exercised by the registered chargee first entitled in priority and thereafter by registered chargees next entitled in succession, and shall not be exercised by the proprietor when any such registered chargee is present personally or by proxy.
- 5.16 A receiver appointed by a registered chargee, liquidator, trustee-in-bankruptcy or the like who seeks to vote in the place of a Proprietor shall also establish his or her credentials as such by presenting suitable documentary evidence for inspection and verification at the start of each relevant meeting and prior to any such vote being cast.
- 5.17 Where a Proprietor holds his Strata Lot as a trustee he shall exercise the voting rights in respect of the Strata Lot to the exclusion of persons beneficially interested in the trust and such persons

shall not vote. In order to exercise the voting right, the trustee shall provide to the Strata Corporation a duly authorised deed of appointment upon request.

- 5.18 Where a Proprietor holding a Strata Lot is a corporation, the corporate Proprietor shall exercise the voting rights in respect of the Strata Lot to the exclusion of all other persons through a duly appointed representative from the board of directors of the corporation. The corporate Proprietor shall file a duly authorised corporate resolution authorising such representation to act on behalf of the corporate Proprietor with the Strata Corporation upon request.
- 5.19 Where Proprietors are entitled to successive interest in a Strata Lot, the Proprietor entitled to the interest in possession shall alone be entitled to vote whether on a show of hands or a poll; and this bye-law shall be applicable whether by the Strata Act or by these bye-laws the unanimous resolution of the Proprietors is required or not.

6. Use of the Common Seal

- 6.1 The common seal of the Strata Corporation shall be affixed to any instrument only with the authority of a resolution of the Executive Committee and in the presence of two members of the Executive Committee (or the sole member if the Executive Committee consists of only one member) and such member or members shall sign every instrument to which the seal is so affixed.

7. Notices

- 7.1 All notices shall be served by the Strata Corporation upon any Proprietor and any registered chargee of a Proprietor, by sending it by email to the Proprietor at the email addresses given to the Strata Corporation (except where the Proprietor has expressly notified the Strata Corporation in writing that it does not agree to receive communications by email), and to the registered chargee, provided that it has provided an email address for service, or through the post (in a pre-paid letter) addressed to such Proprietor or registered chargee at his address as appearing on the Register of Proprietors and registered chargees as maintained by the secretary of the Strata Corporation.
- 7.2 Any notice if served by post shall be deemed to have been served 5 Working Days following the posting of the notice, and, in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. Any notice served by email or fax shall be deemed to have been served on the date of the email or fax, provided that no notification of failure of delivery shall be received by the sender within 24 hours of the notice being sent.

8. Proprietor's Obligations

- 8.1 Each Proprietor shall:
- (a) permit the Strata Corporation and its agents at all reasonable times on 24 hours' notice (except in the case of emergency when no notice shall be required) to enter his Strata Lot for the purpose of inspecting it and maintaining, repairing or renewing buildings, structures, landscaping, swimming pools, retaining walls, fences, pipes, wires, cables,

and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or the Common Property, or for the purpose of maintaining, repairing or renewing the Common Property, as reasonably required for the Strata Corporation to carry out its obligations and powers set out in these bye-laws, or for the purpose of ensuring that the bye-laws are being observed;

- (b) allow the Strata Corporation to retain a key or pass key to the Proprietor's Strata Lot for use by the Strata Corporation or the Manager and their employees and agents in order to discharge their duties under these bye-laws; and failing which the Strata Corporation or the Manager is authorised to obtain a key through the service of a locksmith and charge the reasonable cost to the Proprietor;
- (c) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Proprietor's Strata Lot;
- (d) pay within 14 days of demand:
 - (i) all assessment contributions to the fund for the Operating Budget and Reserve Fund levied by the Strata Corporation;
 - (ii) such share in accordance with that Proprietor's Unit Entitlement of all and any costs and expenses incurred by the Strata Corporation in connection with the performance of its duties under the Registered Land Act and under these bye-laws; and
 - (iii) all amounts reasonably expended by the Strata Corporation, on a full indemnity basis, including legal and other professional consultancy fees, required to be expended by the Strata Corporation as a result of the breach by the Proprietor of any of these bye-laws, including (without limitation) any collection of legal costs incurred: (a) in any enforcement action or proceeding required due to non-payment by the Proprietor of any amounts required to be paid hereunder; or (b) in the enforcement of any judgment or settlement in the Strata Corporation's favour obtained in such action or proceeding; and

PROVIDED ALWAYS that:

- (iv) in the event of any such payments not being made within 14 days of such demand the Proprietor shall pay interest thereon at the rate of 10% per annum at the time of default which interest shall accrue on a daily basis until payment; and
- (v) in the event of any such payments (together with interest accrued) not being made within 60 days of such demand or in the event of the Proprietor becoming bankrupt or making composition with creditors or being a corporation entering into liquidation then and in any of these events the Proprietor shall and does hereby irrevocably authorise and permit the Strata Corporation to enter into possession of the Strata Lot, and for such purpose to change the locks thereon, and further does hereby irrevocably appoint the Strata Corporation to be the

receiver of the rents and profits of the Proprietor's Strata Lot in each case until such time as the said payments (together with interest accrued) have been made to the Strata Corporation or received by the Strata Corporation pursuant to the appointment aforesaid and should the Strata Lot not be subject to an existing rental management agreement, the Executive Committee shall be empowered to rent such Strata Lot for such period or periods as it thinks fit in order to recover the monies due and owing to the Corporation, together with all expenses incurred in recovering the same (including repairs and maintenance or necessary reasonable upgrades to furnishings to ensure the unit can be rented) provided always that the Strata Corporation may in addition or alternative recover such payment as a debt in an action in any court of competent jurisdiction;

- (e) permit the Strata Corporation to procure the repair and maintenance of the Proprietor's Strata Lot as deemed by the Executive Committee as being reasonably necessary to comply with the quality and safety standards applicable to the Development and pay to the Strata Corporation the costs of the same. Works which may be undertaken by the Strata Corporation pursuant to this Article 8.1(e) shall include cleaning, patching, repainting, updating, redecorating and landscaping all of the external parts of a Proprietor's Strata Lot and all of the buildings within the Development. A Proprietor must not effect or carry out any of the works referred to in this Article 8.1(e) without the prior written approval of the Executive Committee;
- (f) use and enjoy the Common Property in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other Proprietors or their families or visitors;
- (g) not to use his Strata Lot or permit it to be used in such a manner or for such purpose as shall cause a nuisance or hazard to the occupier of any other Strata Lot (whether a Proprietor or not) or any member of the household or any guest of such occupier;
- (h) within 21 days of the date of every transfer, lease, grant of probate or administration, mortgage, charge, discharge, order of the Court or other event or document relating to the Strata Lot give notice thereof in writing to the Strata Corporation together with the required fees as may be payable from time to time for the registration of such documents;
- (i) ensure that all Leases shall contain the agreement of the Tenant(s) to abide by all the covenants of the bye-laws and rules as may be made by the Strata Corporation from time to time and any violation deemed to be serious by the Executive Committee will be seen as a breach and default of the Lease and grounds for termination and eviction. The Strata Corporation and the Proprietor agree that in this regard, the Strata Corporation may act as agent for the Proprietor and may proceed directly against the Tenant(s) and the prevailing party shall be responsible for the other party's costs and expenses, including attorney's fees, at all trial and appellate levels;
- (j) shall ensure that all persons occupying Strata Lots other than Proprietors shall be registered with and provide suitable identification, email address and telephone number to the Manager or other designate of the Strata Corporation (as determined by

the Manager or designate, acting reasonably) at or before their time of occupancy and a copy of any rules and regulations made pursuant to Article 4.14(e) must be given to the occupiers and/or guests on behalf of the Proprietor of the Strata Lot. Where the Proprietor of a Strata Lot is not a natural person, a copy of duly authorised resolutions of the Proprietor must be submitted to the Strata Corporation designating a natural person as a representative to receive communications from the Strata Corporation relating to the Development. This Article is not intended to derogate from or modify Article 7;

- (k) not permit and suffer to be done in or upon his Strata Lot anything whereby any insurance for the time being effected on the Common Property, the Strata Lot or any other Strata Lot or any part thereof may be rendered void or voidable or whereby the rate of the premium may be increased;
- (l) not permit the use of a Strata Lot for any purpose other than residential housing accommodation or as a holiday residence for the accommodation of transient guests and tourists (where permitted by law). Where a Proprietor grants a lease, licence or other right of occupation and/or use of his Strata Lot, the Proprietor shall on or before the date such occupation and/or use commences, supply to the Strata Corporation a copy of the terms of the agreement by which right of occupation and/or use is granted, together with full contact details of all persons occupying his Strata Lot pursuant to any such agreement, for the purposes of contact with those persons by the Manager or other designate of the Strata Corporation reasonably necessary to allow the Strata Corporation to carry out its duties under these bye-laws;
- (m) not at any time cut, maim or remove the main walls, roof joists, timbers or any other interior wall or support of a given Strata Lot unless: (i) the written architectural plans for any such modification have been provided to the Strata Corporation by the Proprietor, at the Proprietor's cost; (ii) a licensed engineer, of the Strata Corporation's choosing has approved the proposed modifications, the cost of which licensed engineer shall be at Proprietor's cost; and (iii) the Strata Corporation has approved in writing the proposed modifications. If any Proprietor engages in any modifications outside of the above requirements, the Proprietor shall immediately cease all modifications and the Proprietor shall be responsible for all costs and expenses incurred by the Strata Corporation in remedying the violation, including any costs incurred by the Strata Corporation for architectural, engineering and construction for the purpose of remedying and making good any defects which shall be remedied and made good accordingly;
- (n) not make any alterations in the Strata Lot without the approval in writing of the Strata Corporation to the plans and specifications thereof and make such alterations only in accordance with such plans and specification when approved;
- (o) do all such work as under any law are directed or necessary to be done on or in respect of the Strata Lot (whether by Landlord, Tenant or occupier) and keep the Strata Corporation indemnified against all claims, demands and liabilities in respect thereof;

- (p) not do or permit or suffer to be done any act matter or thing on or in respect of the Strata Lot which contravenes the provisions of such legislation from time to time in force in the Cayman Islands or of any approval or regulation given or made hereunder relating to development and planning and keep the Strata Corporation indemnified against all claims demands and liabilities in respect thereof;
- (q) permit the Strata Corporation and the Proprietors of other Strata Lots to have access to and enter upon the Strata Lot as often as may be reasonably necessary for them to do so in the fulfillment of their obligations relating to the Common Property and to other Strata Lots;
- (r) not use or permit to be used the Strata Lot or any part thereof for any illegal or immoral purpose nor for the carrying on of any trade or business;
- (s) comply with and observe any rules and regulations which the Strata Corporation may from time to time make to govern the use of the Strata Lots and the Common Property. Such rules and regulations may be restrictive of acts done on the Strata Lots or on the Common Property;
- (t) keep all sinks and waste pipes in the Strata Lot clear and open and be responsible for all damage occasioned through the bursting or stopping up of pipes caused through improper use or negligence of the proprietor or his family or servants, agents or occupiers for the time being. All defects of which the Proprietor shall become aware and which in any way affect the other Strata Lots shall forthwith be notified by the Proprietor to the Strata Corporation.
- (u) not affix to any windows of the Strata Lot whether externally or internally any venetian or other blind except of such colour and construction as shall previously be approved by the Strata Corporation. The Strata Corporation shall have the right to remove such blinds at the sole expense of the Proprietor and to add such costs to the Proprietor's account with the Strata Corporation;
- (v) at all times keep all the windows of the Strata Lot properly cleaned and at all times keep properly emptied and scoured all closet, pipes, sinks and drains which are not used in common with other Proprietors, their Tenants or occupiers;
- (w) not without the previous written consent of the Strata Corporation cause or permit anything to be placed on the outside walls, grounds or structures of the Strata Lot and in particular without limiting the generality of the foregoing not to cause or permit any lock-box, sign, patio, awning, canopy, shutter, radio, satellite or television antenna to be affixed to or placed upon the exterior walls or roof of any part of the Strata Lot. Any such alterations that have not been approved by the Executive Committee may, at the discretion of the Executive Committee, be removed at the Proprietor's sole expense and may add such costs to the Proprietor's account with the Strata Corporation at the discretion of the Executive Committee;
- (x) not without the previous consent of the Strata Corporation alter any electric wiring, gas supply or water supply system;

- (y) pay for all electricity, water, gas, sewage, television, internet and other services consumed or used in the Strata Lot to the companies or authorities supplying such services in accordance with the meter situated in the Strata Lot and in the event of the same or other outgoings on the Strata Lot being charged to the Strata Corporation to repay the Strata Corporation such charges attributed to the Strata Lot upon demand by the Strata Corporation;
- (z) not without the prior written consent of the Strata Corporation keep or allow any animals within any Strata Lot or upon the Common Property, provided that, subject to the rules and regulations made by the Strata Corporation, the keeping of orderly domestic dogs, cats and aquarium fish may be permitted by the Executive Committee on the following terms:
 - (i) written permission is requested in advance of bringing a pet or animal into the Development;
 - (ii) permitted pets or fish causing a nuisance, unreasonable disturbance, noise or odour shall be permanently removed from the Development upon three days written notice from the Strata Corporation after the issuance of one prior written notice requiring their removal within five days of the said notice. The decision of the Executive Committee shall be final and not subject to an appeal or review;
 - (iii) permitted pets shall be registered with the Strata Corporation which shall be permitted to charge reasonable fees for such registration as established by the Strata Corporation from time to time, such fees not to exceed the additional costs incurred by the Strata Corporation resulting from the registration and presence of such pets and permitted pets shall otherwise be registered and inoculated as required by Cayman Islands law;
 - (iv) pets shall be carried or leashed, with a leash not to exceed a length which permits close control of the pet, at all times while on the Common Property, except in any areas expressly designated by the Strata Corporation as a "dog park", provided always that any rules and regulations relating to that area must be complied with;
 - (v) no pets are permitted in any swimming pool on the Common Property;
 - (vi) orderly domestic pets if necessary for the aid of persons with disabilities shall be permitted strictly on the basis that such pets comply with the other provisions of the bye-laws relating to pets;
 - (vii) a Proprietor permitted to keep a pet shall indemnify and hold the Executive Committee, Strata Corporation and the Manager free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining any pet within the Development;

- (aa) not hang or expose outside the Strata Lot nor on the balconies nor in the windows thereof nor in any part of the Common Property save where specifically provided for any clothes, linen, food or other articles;
- (bb) not use a balcony or terrace for storage purposes;
- (cc) not, without the prior written consent of the Strata Corporation, screen or otherwise enclose any balcony, terrace or railing (it being declared that the intent is that only the ground floors of the townhomes may be screened with the colour of the frame of such screen matching the window frame colour, and no other terraces);
- (dd) not to remove, alter, trim, add plants or pots, or in any way disturb the landscaping in any area of Common Property (including the fenced in space to the canal side of the townhomes) without the prior written consent of the Executive Committee;
- (ee) not make any undue noise in the Strata Lot at any time or make or permit any musical or other sound audible outside the Strata Lot nor play nor permit to be played any musical instrument, radio, television or other instruments so as to cause annoyance to the Strata Corporation, the Proprietors or occupiers of any other Strata Lot;
- (ff) not permit or allow the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be an occupant approaching or upon any of the driveways or parking areas serving the Strata Corporation except as may be necessary for the safe operation thereof;
- (gg) not cause or permit on the Common Property, grass verges, lawns or gardens of the Development any motor car or other vehicle belonging to him or his family, servants, licensee or invitees or under his control except in the areas from time to time indicated and allocated to the Proprietor nor permit any motor car or other vehicle as indicated to be stored, washed, dismantled or repaired on any such allocation. Where a motor car or other vehicle is abandoned on any part of the Development, the Strata Corporation, after making reasonable attempts to ascertain the owner of the vehicle, may take all lawful action to remove the abandoned vehicle in a timely manner;
- (hh) not to have more than two motor vehicles per unit for more than a 24-hour period on the Development at any time nor permit authorized Tenants nor visitors to. Vehicle ownership may require registration with the Manager and all owners, Tenants and visitors must comply with this;
- (ii) not to store boat trailers in any parking space nor Common Property of the Development;
- (jj) not hold or permit to be held any sale by auction or yard sale in the Strata Lot or any part thereof without the approval of the Strata Corporation;
- (kk) take all reasonable and proper precautions to prevent damage to the Strata Lot or any other Strata Lot or the Common Property or any part or parts thereof caused by the

- bursting or overflowing or leaking of any water pipes, tanks, cisterns or other apparatus in the Strata Lot;
- (ll) not permit wood fires to be used on the Strata Lot or on the Common Property;
 - (mm) not place or keep any dustbin or other container for refuse or rubbish outside the Strata Lot;
 - (nn) not store or otherwise leave any rubbish or goods of any nature on any balcony or stairwell or unattended on the Common Property, including (without limitation) bicycles, shopping trolleys, mops and other cleaning equipment, clothes, toys or sporting equipment;
 - (oo) not use common water or common power for car or boat washing except in compliance with rules and regulations made from time to time by the Executive Committee, and not to permit any third party operators to wash any car or boat on any Common Property or Strata Lot;
 - (pp) not alter nor install a new lock on any door leading into the Strata Lot without the prior consent of the Strata Corporation and in the event of such consent being given provide a new pass key to the Strata Corporation;
 - (qq) be entitled if he so desires to rent his Strata Lot and to avail himself of the management services of the Strata Corporation or its agents for a fee to be determined from time to time by the Executive Committee;
 - (rr) not be entitled to use the dock space for any use other than walking across unless a license to occupy a dock space has been entered into and to comply with the conditions, rules and regulations within the licenses for dock space;
 - (ss) not to enter into the fenced and gated space to the canal side of the townhomes unless authorized to do so by either the Corporation or the owner of that Strata Lot;
 - (tt) not share any common gate or door codes with any unauthorized persons and in the event that this occurs the Proprietor of that Strata Lot will be responsible for the costs (including time) of reissuing new codes and/or fobs.

9. The Corporation

9.1 The Strata Corporation shall:

- (a) control, manage and administer the Common Property for the benefit of all Proprietors;
- (b) keep in state of good and serviceable repair and properly maintain the fixtures and fittings used in connection with the Common Property (which include but are not limited to: all exterior windows and doors, all external railings and handrails, all external wall sconces, all siding material, any exterior metal work such as patio dividers and balcony louvers, driveways and walkways, perimeter footpaths);

- (c) establish and maintain suitable lawns and gardens and landscape lighting and docks on the Common Property;
- (d) maintain and repair (including renewal where reasonably necessary) Conducting Media existing in the Development and capable of being used in connection with the enjoyment of more than one Strata Lot or Common Property;
- (e) pay all existing and future rates, taxes, assessments, and outgoings now or hereafter imposed on or payable in respect of the Common Property;
- (f) insure the buildings located on the Development, which, for the avoidance doubt, shall for this purpose include each and every Strata Lot for the time being contained therein together with the Common Property and all erections, buildings and installations now or hereafter standing or installed thereon or therein (but excluding all chattels, furniture, contents and personal effects on or in any Strata Lot) and keep them insured against loss or damage by riot, malicious damage, fire, explosion, storm, hurricane, earthquake, flooding, impact or damage caused by aircraft or anything falling or dropping therefrom and such other risks or catastrophes as the Executive Committee shall from time to time think fit with such insurance company of repute as the Executive Committee may decide to an amount or amounts equal to the replacement value thereof or otherwise as determined by the Strata Corporation in accordance with the laws of the Cayman Islands and on terms as the Executive Committee shall from time to time deem fit. In determining the replacement value for the purpose of this Article 9.1(f), this will be as assessed in an insurance cost report by a suitably qualified surveyor with at least 5 years relevant experience within the Cayman Islands, such assessment to be carried out at least once every 3 years;
- (g) insure with an insurance company of repute and good standing liability for injury to persons in or about the Development and Common Property as outlined in Article 9.1(f) above and against such other risks and in such sum as it shall from time to time consider reasonable;
- (h) on the written request of a Proprietor or registered chargee of a Strata Lot, produce to such Proprietor or registered chargee, or any person authorized in writing by such Proprietor or registered chargee, the policy of insurance effected by the Strata Corporation and the receipt or receipts for the last premiums in respect thereof;
- (i) as often as any of the Development is destroyed or damaged by any insured risk it shall rebuild and reinstate the same as in accordance with the regulations and planning or development schemes of any competent authority for time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance provided for shall be applied in rebuilding or reinstating the Development;
- (j) as often as any Strata Lot or any part of the Development is destroyed or damaged by any insured risk, subject to obtaining the requisite planning and building control permissions and the availability of similar materials, rebuild and reinstate the same in substantially the same condition in accordance with the regulations and planning or

development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the same;

- (k) a Proprietor shall remain liable to pay his contribution to the fund for administrative and other expenses even though his Strata Lot is rendered uninhabitable as a result of such damage;
- (l) subject to the contribution and payments by the Proprietors as herein provided keep the Common Property and all buildings, fixtures and fittings, plumbing, electrical circuits and related items (but not furnishings nor domestic appliances within the Strata Lot) therein and thereon and additions thereto in a good and tenable state of repair and condition including the renewal and replacement of all worn or damaged parts and in particular (but without prejudice to the generality of the foregoing) shall:
 - (i) maintain the gardens, shrubberies and entrance drives in the Common Property and the boundary walls, sidewalks and fences belonging thereto in good order and condition with the gardens properly planted with shrubs and flowers in due season (including replacing plants as required) and free from weeds (with the necessary regular chemical treatments and fertilization) and clean and tidy and keep free from all obstructions;
 - (ii) maintain the irrigation system at all times and make best efforts to ensure regular checks are carried out to prevent loss of water through faults in the system;
 - (iii) maintain the common estate roads within the Development in good order, ensuring that all parking stops are repaired or replaced when damaged and that the seal coat of the asphalt is replaced as often as deemed necessary but not less than every 5 years;
 - (iv) maintain the common elevators at all times and ensure a contract with a reputable firm is in place at all times, with servicing and replacement parts to be undertaken in line with the manufacturers' recommendations. Any works relating to the access system to the penthouse Strata Lots is to be recharged to the corresponding Proprietor or Proprietors to which the fault relates.
 - (v) power clean, paint the exterior and cement work of the Development and all additions thereto with good suitable paint in a proper workmanlike manner as often as deemed necessary but not less than power clean annually and paint or refinish with a suitable coloured paint like material every 5 years;
 - (vi) regularly clean and paint the glass and metal exterior elements (including entrance gates and metal doors) of the Development as often as deemed necessary;

- (vii) regularly power clean and seal with a high-quality product the stone pool deck as often as necessary but not less than every two years;
- (viii) regularly ensure all fixings related to the boardwalk dock are in place such as screws or clips, boat cleats, dock pedestals, canal ladders and power clean and stain/seal/varnish or similar with a high-quality product the boardwalk dock surface as often as necessary but not less than every five years;
- (ix) ensure that the common area gym, BBQ and outdoor kitchen with WC's, garbage areas, office and function room are regularly cleaned not less than once per week and that all items of equipment are serviced on a regular basis to ensure maximum life expectancy;
- (x) ensure that all pool furniture, park benches, the common area BBQ and the furniture associated with the common outdoor kitchen is covered when not in use and is regularly cleaned and maintained as often as deemed necessary;
- (xi) ensure that the children's playground equipment is regularly checked, serviced and maintained as often as deemed necessary by the Executive Committee and that all rules and regulations pertaining to the use of this are clearly marked on appropriate signage;
- (xii) manage pests, including spraying, trapping or lawful culling of pests, rodents, chickens and iguanas as deemed necessary by the Strata Corporation;
- (xiii) ensure at all times that the Common Property is kept in a condition that is compliant with the Department of Tourism's regulations for permitting short term vacation lettings;

provided always and it is expressly agreed:

- (xiv) that nothing herein contained shall prejudice the Strata Corporation's right to recover from the Proprietor of any Strata Lot or any other person the amount or value of any loss or damage suffered by or caused to the Strata Corporation or the Common Property by negligence or wrongful act or default of the Proprietor of any Strata Lot or such other person,
- (xv) that the Strata Corporation shall not in any way be held responsible for any damage caused by any neglect or failure to maintain the Common Property in respect of any damage caused or any defects of or in relation to the Common Property by any want of repair of the Common Property or in or to any pipes or services thereof unless or until notice in writing of any such neglect, failure, want of repair or defect aforesaid has been given to the Strata Corporation by or on behalf of a Proprietor or Proprietors of any Strata Lot or Strata Lots and the Strata Corporation has failed to make good or remedy such neglect, failure, want of repair or defect as aforesaid within a reasonable time of receipt of such notice;

- (xvi) that before repairing any joist or beam to which is attached any ceiling or floor of any one of the Strata Lots and before carrying out repairs or works to the Common Property for the carrying out of which it requires access to any one or more of the Strata Lots give no less than 24 hours' notice (except in the cases of emergency where no notice is required) to the Proprietor and shall on giving such notice (notice may be served via email to the address on file) be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so have any required access to the Strata Lot or Strata Lots but shall act carefully and reasonably doing as little damage as is reasonably practicable to the said Strata Lot or Strata Lots and making good all damage done;
- (m) provide an adequate receptacle for rubbish and garbage for the use of each and every Strata Lot and arrange for the disposal of such deposited therein by the Proprietors or occupiers;
- (n) provide an adequate receptacle for pet litter within the designated dog park and arrange for the disposal of such on a regular basis;
- (o) secure for each and every one of the Strata Lots and the Common Property to the best of its ability a constant supply of potable water to all the faucets, outlets and taps provided for the drawing of water in every Strata Lot and the Common Property;
- (p) on the prior written application of a Proprietor or any person authorised in writing by him, certify the amount of any contributions to any reserve fund maintained by the Strata Corporation and determined as the contributions of that Proprietor; and
- (q) take out and maintain a policy of insurance from an insurance office of repute covering liability with respect to the Strata Corporation operations, including, without limitation, officers and directors' liability insurance (extended to cover the indemnification set out in Article 10).

9.2 The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the Proprietors in connection with their enjoyment of the Common Property;
- (b) effect and maintain a sinking fund reserve of at least an amount equivalent to the insurance deductible for the policies affected in accordance with Article 9.1(f) (and the Strata Corporation must use best efforts to do so);
- (c) secure the repayment of moneys borrowed by it and the payment of interest thereof by negotiable instruments or charge of unpaid contribution (whether levied or not) or charge of any property vested in it, or by combination of those means;
- (d) invest as it may determine any moneys in the fund for administrative expenses;

- (e) make an agreement with the Proprietors or occupier of any Strata Lot for the provision of amenities or services by it to such Strata Lot or to the Proprietor or occupier thereof;
- (f) take out and maintain any policy of insurance in such sums as the Executive Committee shall from time to time consider reasonable and in the best interests of the Strata Corporation; and
- (g) do all things reasonably necessary for the enforcement of the Bye-laws and the control, management and administration of the Common Property including the levying of charges against the account of any Proprietor to recover actual expenses related to a violation of these bye-laws and specifically all legal and other professional fees on an indemnity basis and expenses whatsoever incurred by the Strata Corporation in seeking and in enforcing compliance with the Strata Act or these Bye-laws.

10. Indemnity

All members of the Executive Committee, accountants, auditors, secretary and any other officer for the time being of or employed by the Strata Corporation (not being an independent contractor) and any trustee for the time being acting in relation to any of the affairs of the Strata Corporation and their heirs, executors, administrators, or personal representatives respectively shall be indemnified and held harmless out of the assets of the Strata Corporation from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty, in their respective offices or trust, except such (if any) as they shall incur or sustain, by or through their own willful or gross neglect, fraud or dishonesty respectively and no such member, employee, officer or trustee shall be answerable for the acts, receipts, willful or gross neglects, fraud or dishonesty of any other member, employee, officer or trustee for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other persons with whom any monies or effects belonging to the Strata Corporation may be lodged or deposited for the safe custody or for any security upon which, any monies of the Strata Corporation may be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office, employment or trust unless the same shall happen through the willful or gross neglect or fraud of such member, employee, officer or trustee. In the event of any settlement of proceedings relating to the matters referred to in this Article 10, the indemnification herein provided for shall only apply when the Strata Corporation shall have first approved of the terms thereof as being in the best interests of the Strata Corporation.

11. Amendment of bye-laws

For the avoidance of doubt, it is hereby declared that subject to the provisions of Article 2.1(g) which shall take precedence over this Article 11 to the extent of any inconsistency, these bye-laws shall not be amended or varied except by resolution of the Strata Corporation passed by Proprietors holding not less than two-thirds of the total Unit Entitlement shown on the Strata Plan voting in General Meeting.