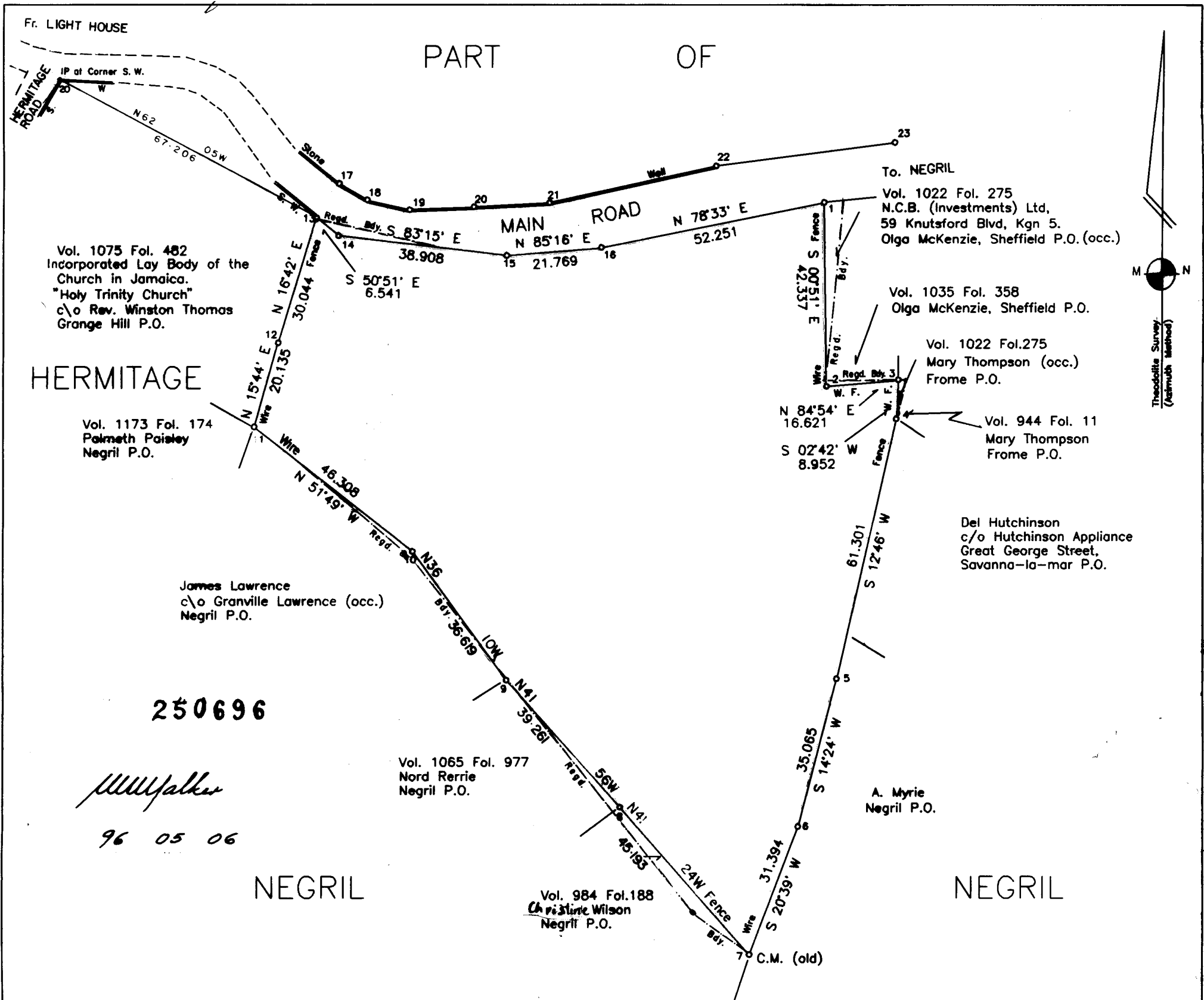


L Allen  
136



NOTE :-

Comparison along the boundaries between stations 1-4, 7-11 and 13-15 is unfavourable with Vol. 1022 Fol. 275 but the physical boundaries are accepted by all parties concerned.

MEMORANDUM

PARISH OF WESTMORELAND	14328.611 Sq. Metres or 1.433 ha.	The name of the parties interested in the survey who were served with notices.	Olga McKenzie, Mary Thompson, Del Hutchinson, A. Myrie, C. Wilson, Nord Rerrie, James Lawrence, Palmeth Paisley, Rev. Winston Thomas, Holy Trinity Church, The Chief Technical Director, Ministry of Local Government and Works.
The name of the party at whose instance the survey was made.	N.C.B. ( Investments ) LTD.	The names of those who appeared either personally or by their representatives.	No one Appeared.
The name of the property surveyed or, of the property of which the land surveyed forms part.	PART OF NEGRIL Vol.1022 Fol. 275	Surveyed by.	LLEWELYN ALLEN & ASSOCIATES COMMISSIONED LAND SURVEYORS 68 Duke Street, Kingston.
The date between which the survey was made.	27th March, 1996		
The grounds of objection to the survey, if any.	NONE		
The grounds of the Surveyor's decision.	INSTRUCTIONS AND MARKS ON EARTH		
Name and No. of Instrument	WILD TC1000-337100		

PARISH : WESTMORELAND  
Parcel comprises land part of NEGRIL being lands shown on plan bearing Survey Department Examination No. 250696 registered at Vol. 1022 Fol. 275 and containing by survey 14328.61 Sq. Metres.


Reference to Title Volume 1022 Folio 275  
SCALE : 1 : 1000

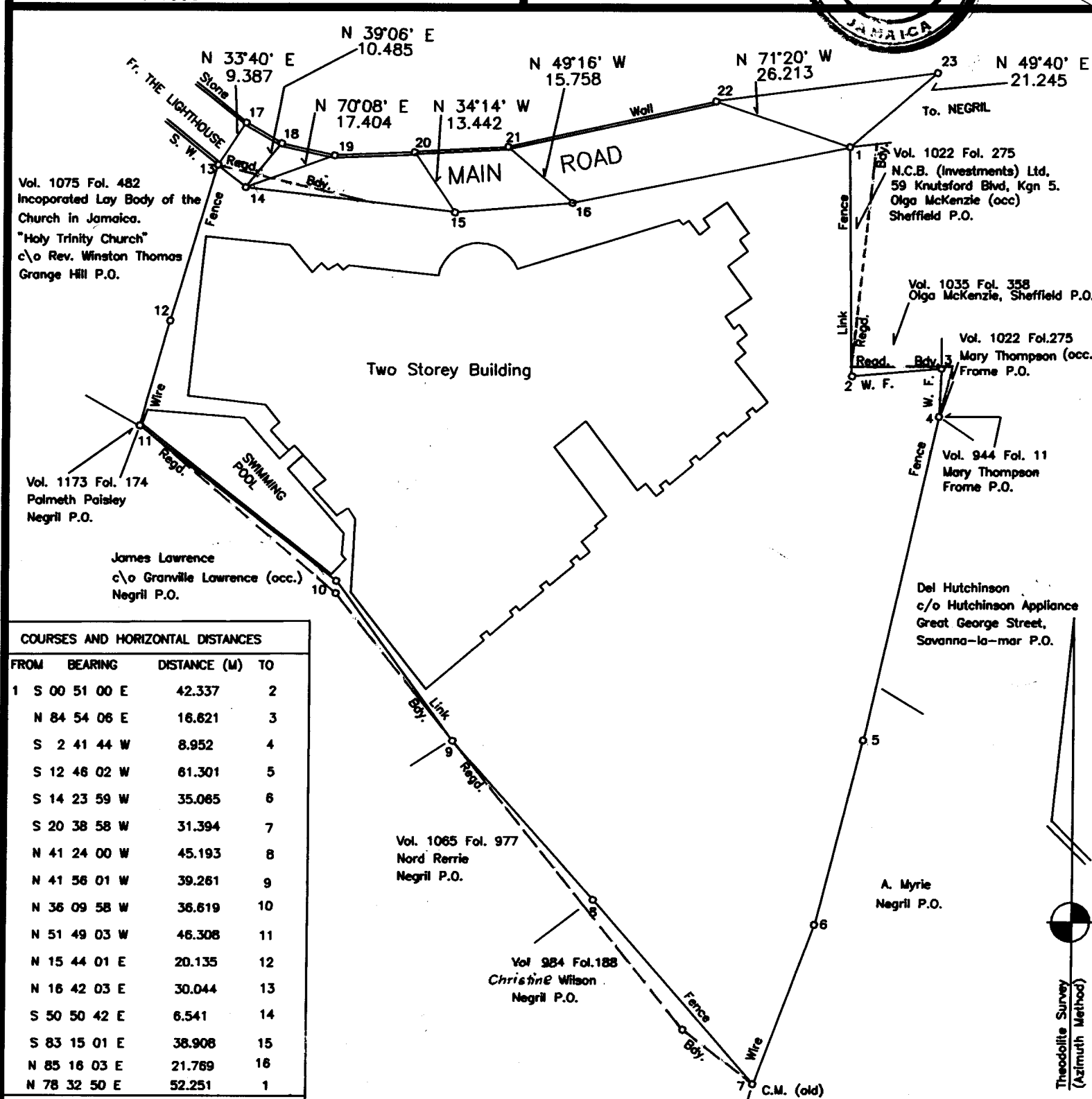
STRATA PLAN NO. 649

Registered the 15<sup>th</sup> day of August 1994

Registrar of Titles

Last Plan





Two Storey Building

MAIN ROAD

Vol. 1075 Fol. 482 Incorporated Lay Body of the Church in Jamaica. "Holy Trinity Church" c/o Rev. Winston Thomas Grange Hill P.O.

Vol. 1173 Fol. 174 Palmeth Paisley Negril P.O.

James Lawrence c/o Granville Lawrence (occ.) Negril P.O.

Vol. 1065 Fol. 977 Nord Renne Negril P.O.

Vol. 984 Fol. 188 Christine Wilson Negril P.O.

Vol. 1022 Fol. 275 N.C.B. (Investments) Ltd, 59 Knutsford Blvd, Kgn 5. Olga McKenzie (occ) Sheffield P.O.

Vol. 1035 Fol. 358 Olga McKenzie, Sheffield P.O.

Vol. 1022 Fol. 275 Mary Thompson (occ.) Frame P.O.

Vol. 944 Fol. 11 Mary Thompson Frame P.O.

Del Hutchinson c/o Hutchinsons Appliance Great George Street, Savanna-la-mar P.O.

A. Myrie Negril P.O.

C.M. (old)

Theodolite Survey (Azimuth Method)

COURSES AND HORIZONTAL DISTANCES			
FROM	BEARING	DISTANCE (M)	TO
1	S 00 51 00 E	42.337	2
	N 84 54 06 E	16.621	3
	S 2 41 44 W	8.952	4
	S 12 46 02 W	61.301	5
	S 14 23 59 W	35.065	6
	S 20 38 58 W	31.394	7
	N 41 24 00 W	45.193	8
	N 41 56 01 W	39.261	9
	N 36 09 58 W	36.619	10
	N 51 49 03 W	46.308	11
	N 15 44 01 E	20.135	12
	N 16 42 03 E	30.044	13
	S 50 50 42 E	6.541	14
	S 83 15 01 E	38.908	15
	N 85 16 03 E	21.769	16
	N 78 32 50 E	52.251	1

AREA 14328.611 Sq. Metres

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
STRATA LOT NO.	UNIT ENTITLEMENT	VOLUME	FOLIO
1	133	1290	571
2	5	1290	572
3	5	1290	573
4	10	1290	574
5	21	1290	575
6	22	1290	576
7	14	1290	577
8	17	1290	578
9	10	1290	579
10	158	1290	580
11	102	1290	581
AGGREGATE	497		

I, Alwyn R. Morrison of 40 Shortwood Road, Kingston 8, a surveyor commissioned under the Land Surveyors Law hereby certify that :

(1) the building erected on the parcel described above is within the external boundaries of the parcel ~~subject to Clause (2) of this Certificate.~~

(2) ~~eaves or guttering of the building project beyond external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered transfer No.~~

DATED May 17, 1996

SIGNATURE

Approved by the Local Planning Authority for the purposes of the Registration (Strata Titles) Act 1968.

DATED 18/01/95

SIGNATURE

The address for service of documents on the corporation is - 59 KNUTSFORD BLVD Kgn 5

(43)  
 Sheet 2 of 7 Sheets

**PARI SH**    Westmoreland  
 Parcel comprises land part of NEGRIL being Section I  
 on plan bearing Survey Dept. Ex. No. 189159 partly  
 registered at Vol. 1022 Fol. 275 and partly unregistered  
 and containing by survey 14328.9 sq. meters.

Reference to Title Volume                      Folio  
 Scale : 1/1250

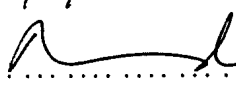
STRATA PLAN NO.    649

Registered the 15<sup>th</sup> day of August 1996  
 Registrar of Titles  
 Last Plan

Schedule of Units Entitlement		OFFICE USE ONLY Current Certificate of Title	
Strata Lot No.	Unit Entitlement	Volume	Folio
12	12	1290	582
13	16	1290	583
14	19	1290	584
15	9	1290	585
16	25	1290	586
17	7	1290	587
18	5	1290	588
19	54	1290	589
20	11	1290	590
21	13	1290	591
22	17	1290	592
23	7	1290	593
24	9	1290	594
25	8	1290	595
26	9	1290	596
27	9	1290	597
28	9	1290	598
29	9	1290	599
30	9	1290	600
31	9	1290	601
32	9	1290	602
33	7	1290	603
34	8	1290	604
35	9	1290	605
36	9	1290	606
37	9	1290	607
38	9	1290	608
39	8	1290	609
40	9	1290	610
41	7	1290	611
42	9	1290	612
43	9	1290	613
44	9	1290	614
45	13	1290	615
46	11	1290	616
Aggregate	898		

Approved by the local Planning Authority for the purpose  
of the Registration (Strata Titles) Act 1968

Dated..... 2/8/95 .....

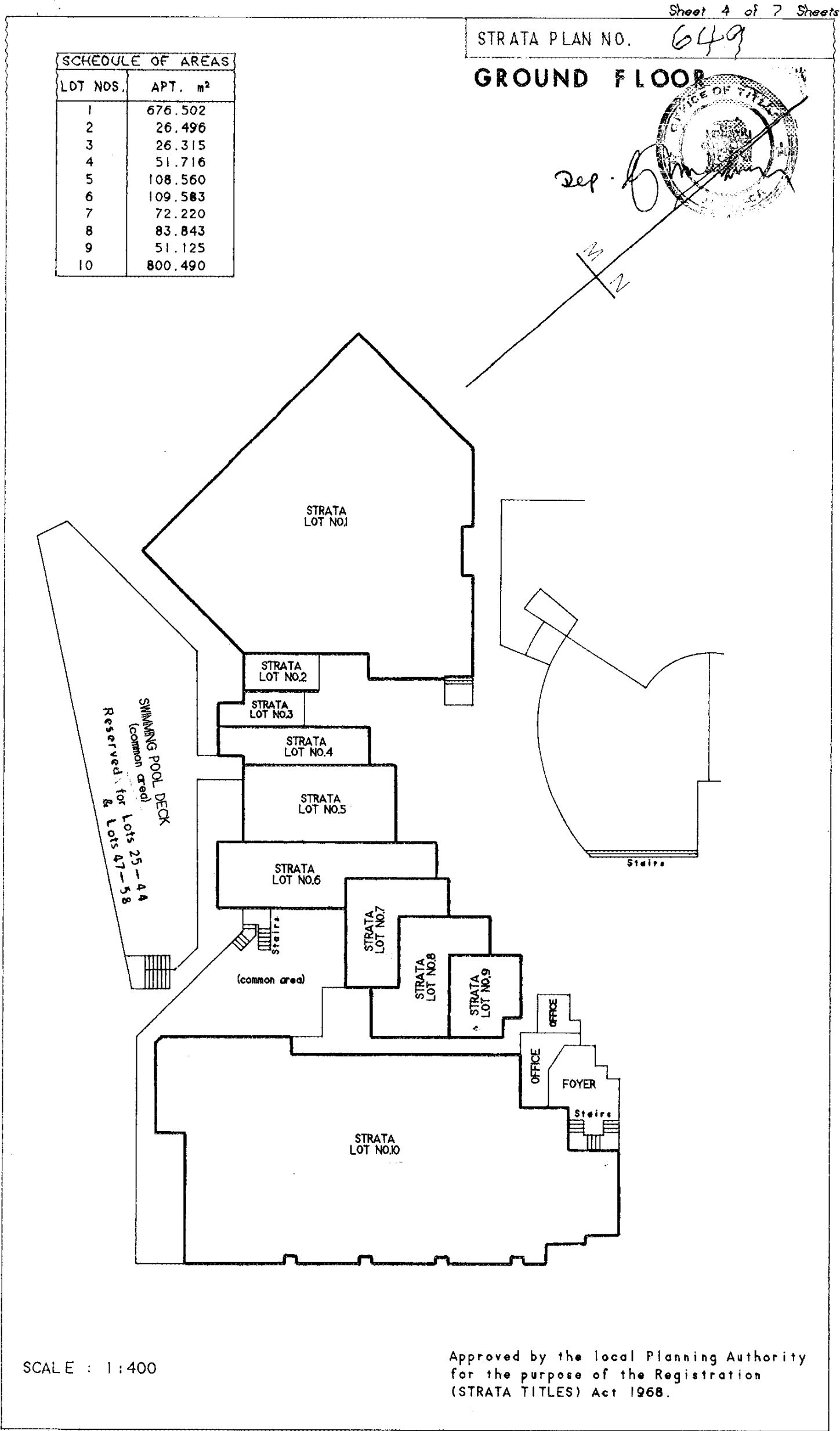
Signature.....  .....

The address for service of document on the corporation is :-



Sheet 3 of 7 Sheets

[illegible]



SCALE : 1:400

Approved by the local Planning Authority  
 for the purpose of the Registration  
 (STRATA TITLES) Act 1968.

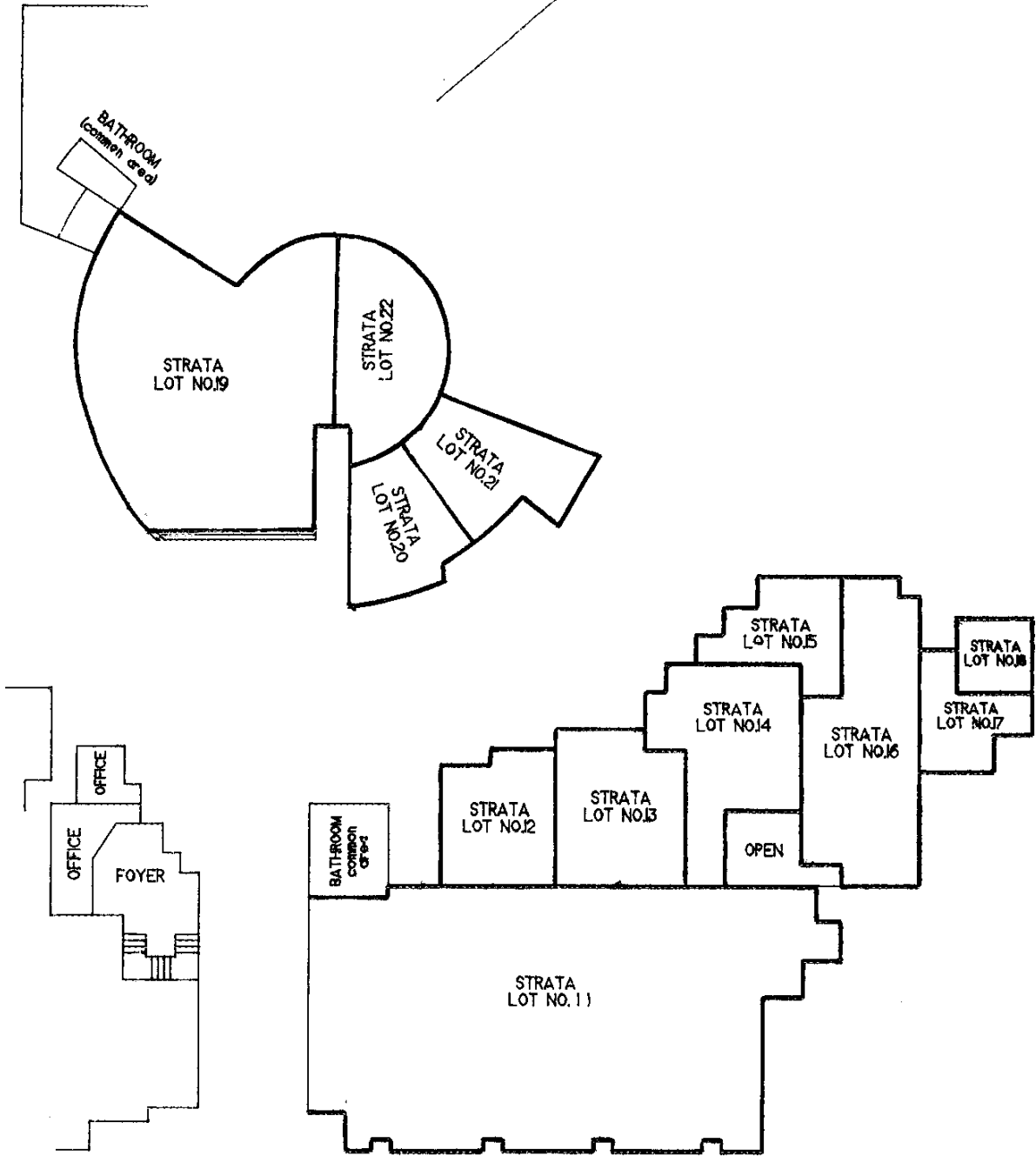
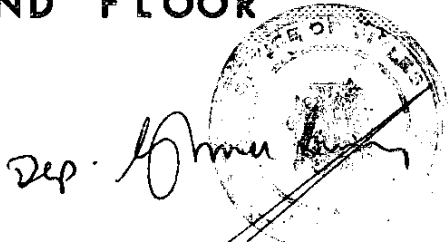




STRATA PLAN NO. 649

GROUND FLOOR

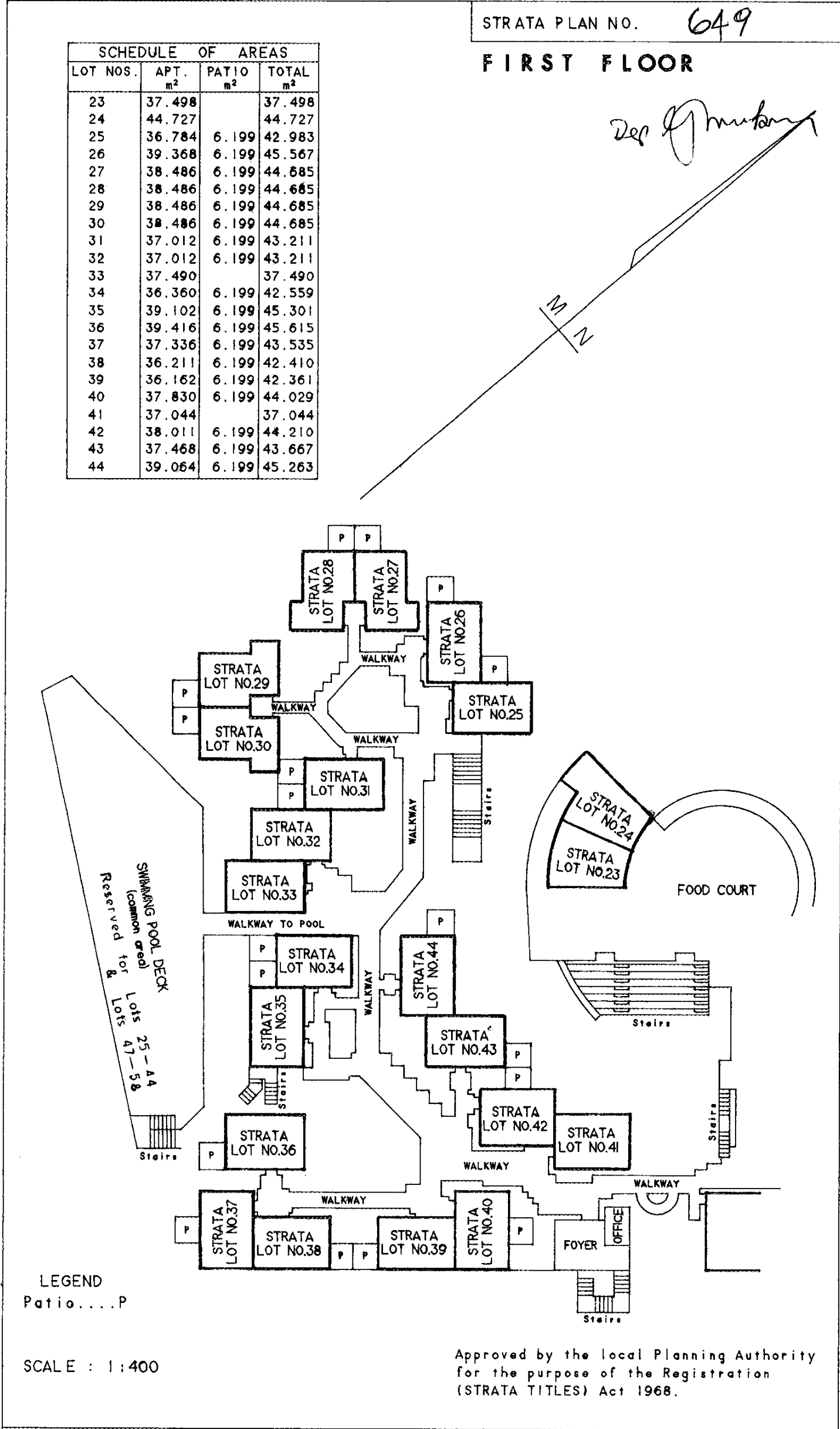
SCHEDULE OF AREAS	
LOT NOS.	APT. m²
11	515.122
12	61.333
13	80.838
14	94.463
15	46.412
16	126.307
17	37.700
18	24.562
19	274.147
20	56.235
21	65.384
22	84.180

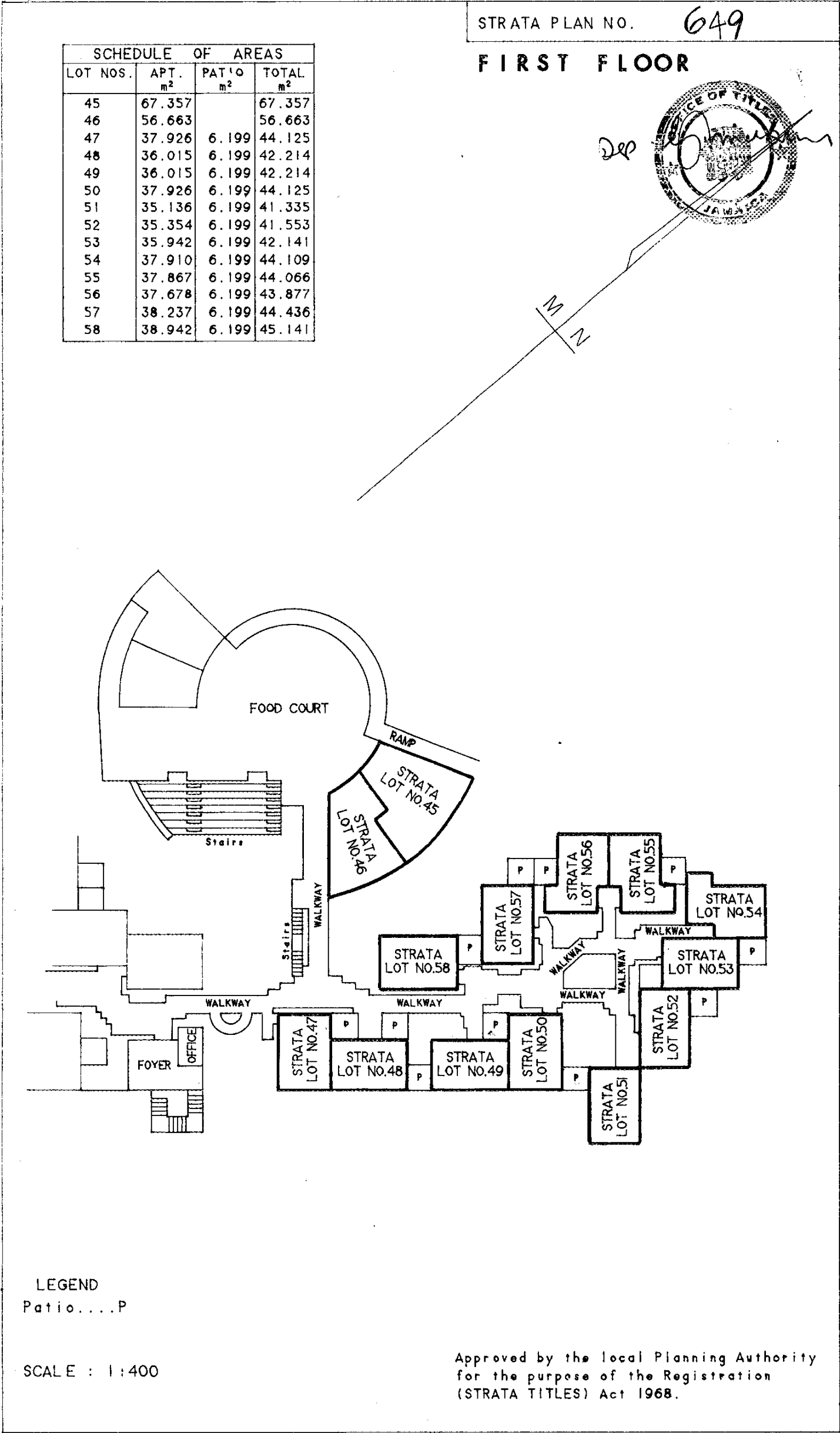


SCALE : 1:400

Approved by the local Planning Authority  
for the purpose of the Registration  
(STRATA TITLES) Act 1968.









**CONDITIONS IMPOSED ON PREMISES TO BE  
STRATAED - SINGLES HOTEL -NEGRIL**

1. The Registrar of Titles shall, in making out a Certificate of Title for any Strata Lot, certify therein the proprietor's share in common boundary.
2. No share in the common property shall be disposed of, except as appurtenant to a Strata Lot, and assurance of Strata Lot shall operate to assure the share of the disposing party in the common property without express reference thereto.
3. The lots and/or any building erected thereon shall not be used for any unlawful purposes or for any purpose which shall or might be or become a source of annoyance or objection to any person for the time being entitled to the benefit of this covenant and no nuisance shall be created or permitted on these lots.
4. The registered proprietors and/or occupiers of these lots shall not at any time permit or suffer any garbage to remain on these lots otherwise than in accordance with the requirements of the Public Health Authority.
5. No additional building shall be erected on these lots without prior consent and approval of the Local Planning Authority.
6. A central garbage disposal collection box shall be erected within the curtilage of the site.
7. The common property bounded by the residual lands north of the main road shall be held by the proprietors as tenants in common in shares proportional to the unit entitlement of their respective Strata. - Amended. Vide letter # H/47/96-S10 dated 16/1/96
8. The Registrar of Titles shall, in making out a Certificate of Title for any Strata Lot, certify therein the proprietors share in the common property.
9. No building or buildings erected thereon shall be used for the purpose of a school, chapel or church or any religious worship whatsoever shall be carried out upon these lots or any part thereof.
10. The swimming pool deck, which is a common area, shall be reserved for lots 25 to 44 and lots 47 to 58 inclusive, as identified on sheets 4 and 6.

  
 Acting Secretary/Manager  
 Parish Council of Westmoreland



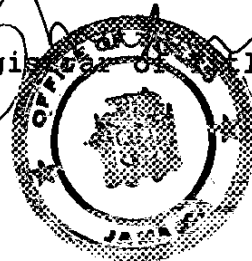
S.P. 649

ANNEXURE B

RESTRICTIVE COVENANTS

1. The said land and/or any building erected thereon shall not be used for any unlawful purposes or for any purpose which shall or might be or become a source of annoyance or objection to any person for the time being entitled to the benefit of this covenant and no nuisance shall be created or permitted on the said land. 2. The registered proprietor and/or occupiers of the said land shall not at any time permit or suffer any garbage to remain on the said land otherwise than in accordance with the requirements of the Public Health Authority. 3. No additional building shall be erected on the said land without prior consent and approval of the Local Planning Authority. 4. No building or buildings erected thereon shall be used for the purpose of a school, chapel or church or any religious worship whatsoever shall be carried out upon the said land or any part thereof.

Dep. Registrar of Deeds.



1343486

**G.P.O.-853-73-1,000-3.85**

*Annexure 'C'*  
*Sheets 1-12*

**RESOLUTION OF THE PROPRIETORS,  
STRATA PLAN NO. 649**


In pursuance of Section 9 of the Registration (Strata Titles) Act, The Proprietors,  
Strata Plan No. 649 unanimously passed the following Resolution:-

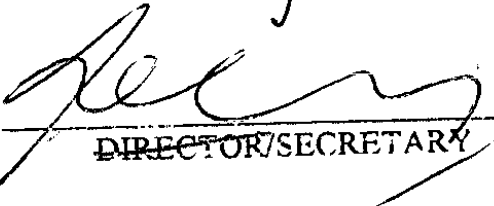
**RESOLVED**

THAT the By-Laws contained in 11 pages annexed to this Resolution be adopted  
by The Proprietors, Strata Plan No. 649 in substitution for the By-Laws  
contained in the First and Second Schedules to the Registration (Strata Titles) Act  
which came into force upon the registration of Strata Plan No. 649 in the Office of  
Titles of the 15th day of August, 1996 and that the said By-Laws annexed hereto  
be lodged in the Office of Titles for registration.

THE COMMON SEAL of The Proprietors, Strata Plan No. 649 was hereunto affixed  
on the 1<sup>st</sup> day of October One Thousand Nine Hundred and Ninety-six in the  
presence of:-

THE PROPRIETORS, STRATA PLAN NO. 649  
EXECUTIVE COMMITTEE  
PER: N.C.B. (INVESTMENTS) LIMITED

  
\_\_\_\_\_  
DIRECTOR

  
\_\_\_\_\_  
DIRECTOR/SECRETARY



**BY-LAWS OF THE PROPRIETORS, STRATA PLAN NO. 649**

**General Provisions**

1. A Proprietor shall be deemed to have the type of unit set forth opposite his Strata Lot number in the Appendix to these By-laws.
2. A Proprietor shall faithfully observe:-
  - A. the General Covenants and the General Restrictions set out in; and
  - B. those Peculiar Covenants and Peculiar Restrictions which attach to his type of Strata lot by virtue of, these By-laws.
3. Where there is a conflict or inconsistency between the provisions of a General Covenant or General Restriction on the one hand and a Peculiar Covenant or Peculiar Restriction on the other hand, the provision containing the Peculiar Covenant or the Peculiar Restriction, as the case may be, shall prevail.

**General Covenants**

4. A Proprietor shall:-
  - A. permit the Corporation and its agents, at all reasonable times on notice (except in 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 pipe, 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 common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the by-laws are being observed;
  - B. pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot;
  - C. repair and maintain his strata lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted;
  - D. use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors or their families, visitors or invitees;
  - E. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his strata lot;
  - F. be responsible for the maintenance and repair of all water, sewerage, drainage, telephone and electricity connections within the boundaries of his Strata lot and for the maintenance and repair of any such services beyond the same boundary if such maintenance or repair becomes necessary by reason of the negligent act, omission or default of the proprietor or of any other person upon the proprietor's Strata lot, and each proprietor shall give to the Executive Committee prompt notice in writing of any accident to or defect or want of repair in any services to his Strata lot or of any other circumstances likely to be or to cause any inconvenience, danger, risk or hazard to the common property or the property of any other person upon the common property or the Strata lot of any other proprietor. In default of the observance of this clause by any proprietor, the Executive Committee may carry out any work, if necessary, for the maintenance or repair of such services at the expense of such proprietor, and the cost of such maintenance or repair may be exacted by the Executive Committee from the proprietor in the same manner as a contribution due and payable by such proprietor to the Executive Committee may be exacted;

Q/A





- G. clean the windows of his Strata Lot as often as may be necessary and maintain the exterior of his Strata Lot in good repair and in a manner acceptable to the Corporation;

General Restrictions

- 5. A Proprietor shall not:-
  - A. use his Strata Lot or the common property nor any part thereof for any purpose which may be illegal or immoral or injurious to the reputation of the land or buildings but the proprietor shall use his lot strictly for the purpose permitted by virtue of the type of his Strata Lot, approved by the Corporation and pursuant to these by-laws.
  - B. make or permit to be made any undue noise in or about any Strata lot or the common property or any adjoining property. The proprietor shall not permit or suffer to be done in or upon his Strata lot or the common property anything (including the playing of any musical or electrical equipment) which may be or become a nuisance hazard or annoyance or cause loss, damage or inconvenience to the Corporation or to the owner or occupier of any other strata lot or whereby any insurance for the time being effected on the buildings or any part thereof (including the proprietor's lot) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs, charges and expenses incurred by the Corporation in abating any such nuisance;
  - C. do or permit to be done anything in or about the buildings which will obstruct the approaches or the entrance thereto or any driveway or which will in any way obstruct or interfere with the rights and privileges of other occupants of the buildings;
  - D. throw or allow to fall or permit to be thrown or to fall any materials or substance whatsoever out of or from any window or other part of any Strata lot onto another Strata lot or the common property or any part thereof;
  - E. make any alterations or additions which may be visible externally to his Strata lot without the written approval of the Executive Committee first had and obtained;
  - F. erect any fixtures, fittings, blinds awnings or television antenna of any kind on or to the exterior of a Strata lot or the building without the written approval of the Executive Committee first had and obtained;
  - G. paint the exterior of any Strata lot or the buildings except with the prior written permission of the Executive Committee and with a paint of a colour and quality approved by the Executive Committee;
  - H. erect, display, affix or exhibit on or to his Strata lot or the buildings, any sign, advertisement, name or notice other than the name of the proprietor or the designation of the proprietor's Strata lot except on any notice board provided for that purpose;
  - I. do or permit or suffer to be done any act, matter or thing on or in respect of the lot which contravenes the provisions of the Town and Country Planning Law or any enactment amending or replacing it or otherwise relating to planning and shall keep the Corporation indemnified against all claims, demands and liabilities in respect thereof;
  - J. place garbage containers anywhere on the common property other than in the receptacles provided therefor;
  - K. permit or suffer any person of unsound mind or immoral life to reside in or work in or about his lot;
  - L. give any directions and instructions to employees at the Corporation other than through the members of the Executive Committee or its appointed building managers;

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- M. erect any awnings other than of a colour and type approved by the Corporation;
- N. remove any plants, shrubs and other ornamental fixtures from the common area;
- O. use any other parking space than that assigned to him without the permission of the assignee of that space.

Peculiar Covenants and Restrictions - Residential Strata Lot

- 6. A Proprietor of a Residential Strata Lot shall:-
  - A. ensure that his invitees, guests and members of his family strictly observe the rules of the pool and of other recreational common areas as published from time to time by the Executive Committee.
  - B. ensure that the amount of persons occupying his Strata Lot from time to time, does not exceed the maximum amount permitted by fire or other relevant regulations (if any).
  - C. use his Strata Lot only as a private residence or for long or short stay visitors.
- 7. A Proprietor of a Residential Strata Lot shall not:-
  - A. keep any animals or birds on his Strata lot or the common property after notice from the Corporation that such bird or animal constitutes a nuisance;
  - B. hang or display on or from windows or other parts of any of the buildings any laundry, washing, clothing, bedding or other materials or articles;
  - C. erect any clothes line visible from outside his Strata lot without the consent of the Executive Committee first had and obtained;
  - D. wash, polish or repair his motor vehicle except within the parking space assigned to him;
  - E. install any gas or oil stoves in any Strata lot;
  - F. conduct or carry on any trade or business in his Strata Lot.

Peculiar Covenants and Restrictions - Commercial Strata Lot

- 8. A Proprietor of a Commercial Strata Lot shall:-
  - A. employ such manner in the securing of his Strata Lot against the Queen's enemies as shall be reasonably required to deter the Queen's enemies;
  - B. use his Strata Lot only for the purpose of conducting or carrying on a trade or business permitted and approved in writing by the Corporation;
  - C. ensure at all times that the discharge or disposal of any trade waste or effluent into any drains or sewer systems serving any Strata Lot or the common property shall be in strict accord and compliance with the requirements of all Acts, Proclamations, Rules and Regulations and/or of the Corporation's or relevant Local Authority's lawful requirements from time to time in force and shall also ensure that any such discharge or disposal shall not block or otherwise interfere with the full operation of the drains or sewer systems serving the Strata Lot, the common property or any adjoining properties;
  - D. whenever necessary, paint the internal walls and all other parts of his Strata Lot in conformity with the colour scheme first approved in writing by the Corporation; such approval not to be unreasonably withheld;

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- E. indemnify the Corporation and save the Corporation harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in, upon or at his Strata Lot or the occupancy or use by him of the Strata Lot or any part thereof occasioned wholly or in part by any act or omission of his agents, contractors, employees, servants, invitees or concessionaires or of himself;
- F. at all times observe and comply in all respects with the provisions and requirements of any and every present or future statutory enactment and order, regulation and by-law, so far as they relate to or affect the trade or business conducted or carried on at the Strata Lot;
- G. at all times observe and comply in all respects with the restrictions imposed by the Strata Plan and/or the Corporation in respect of the common area reserved to certain strata lots and designated the "swimming pool deck" and shall ensure that his employees, tenants, invitees and family members also observe and comply with those restrictions.

9. A Proprietor of a Commercial Strata Lot shall not:-

- A. use his Strata Lot as a residence of any kind nor to accommodate visitors or others;
- B. make any structural alterations or additions to his Strata Lot which might affect any other Strata Lot or the common property without the previous approval in writing of the Corporation;
- C. place or suffer to be placed or maintained on any exterior door, wall or window of his Strata Lot any sign, awning or canopy or advertising matter or other thing of any kind and not to place or maintain any decoration, lettering or advertising matter on the glass of any window or door of his Strata Lot, except in accordance with the Corporation's Specification's written approval and consent and to maintain such sign, awning, canopy, lettering, advertising matter or other thing as may be approved in good condition and repairs at all times;
- D. suspend or permit to be suspended any heavy load from the main structure of his Strata Lot nor to load nor permit to be loaded or used the floor or structure of his Strata Lot in any manner which will impose a weight or strain in excess of that which the Strata Lot is constructed to bear with a proper margin for safety or which will in any way strain or interfere with the main supports thereof;
- E. place or allow or permit to be placed or deposited waste material, refuse (including in particular cartons, containers or crates) or machinery or equipment to accumulate upon the outside areas immediately adjoining his Strata Lot or the curtilage thereof and shall ensure that no such waste material, refuse, machinery or equipment from his Strata Lot shall become an hindrance to any other Strata Lot or to the common property or cause damage annoyance or inconvenience to the occupiers of any other Strata Lot;
- F. keep, use or allow or permit to be kept or used in or upon his Strata Lot any substance or article of a specially combustible inflammable or dangerous nature, other than in limited quantities and only to the extent required to meet the reasonable needs of his trade or business;
- G. bring on to or keep any dangerous or offensive substance or substances on his Strata Lot save in accordance with such statutory regulations or special regulations of the Corporation as may be applicable from time to time and the Proprietor shall be responsible for all damage caused to any other Strata Lot or to the common property or to any adjoining property in any way caused by or arising from any dangerous or offensive or other substances brought by the Proprietor on to his Strata Lot (whether permitted by the provisions of these by-laws or otherwise) and the Proprietor shall indemnify the Corporation against all claims, actions; costs, demands or otherwise for death, injury or damage to any person caused by or arising from such substances as aforesaid from the Proprietor's use of his Strata Lot.

9/1



The Corporation

10. The Corporation shall:-
  - A. Control, manage and administer the common property for the benefit of all proprietors;
  - B. Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings (including elevators) used in connection with the common property;
  - C. Where practicable, establish and maintain suitable lawns and gardens on the common property;
  - D. Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
  - E. On the written request of the proprietor, or registered mortgagee of a strata lot, produce to such proprietor or mortgagee, or any person authorized in writing by such proprietor or mortgagee, the policy or policies of insurance effected by the Corporation, and the receipt or receipts for the last premiums in respect thereof;
  - F. Make new rules from time to time for the convenience, comfort and well being of all the other owners and occupiers of the property.
11. The Corporation may:-
  - A. Purchase, hire or otherwise acquire personal property for use by proprietors in connection with their enjoyment of common property;
  - B. Borrow moneys required by it in the performance of its duties or the exercise of its powers;
  - C. Secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contribution (whether levied or not) or mortgage 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 proprietor 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. Change, from time to time the type designation of a Strata Lot thereby amending the provisions of the Appendix to these By-laws;
  - G. Do all things reasonably necessary for the enforcement of the by-laws and the control and management and administration of the common property.

Meetings of the Corporation

12. A general meeting of proprietors shall be held within three (3) months after registration of the Strata Plan.
13. Subsequent general meetings (hereafter referred to as annual general meetings) shall be held once in each year: Provided that not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.
14. All general meetings other than the annual general meetings shall be called extraordinary general meetings.

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15. The Corporation may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to twenty-five per centum of the total unit entitlement of the strata lots convene an extraordinary general meeting.
16. Seven days' notice of every general meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of such business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the Corporation but accidental omission to give such notice to any proprietor or to any registered first mortgagee or non-receipt of such notice by any proprietor shall not invalidate any proceedings at any such meeting.
17. All business shall be deemed special that is transacted at an extraordinary general meeting. all business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts.
18. Save as is in these by-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One-half of the persons entitled to vote present in person or by proxy shall constitute a quorum.
19. If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote present shall be a quorum
20. At the commencement of a general meeting, a chairman of the meeting shall be elected.

The Executive Committee

21. There shall be an Executive Committee of the Corporation which shall, subject to any restriction imposed or direction given at a general meeting, exercise the powers and perform the duties of the Corporation.
22. The Executive Committee shall consist of not less than three nor more than nine proprietors and shall be elected at the first general meeting of the Corporation and thereafter at each annual general meeting. Provided that where there are not more than three proprietors the executive committee shall consist of all the proprietors.
23. Except where the executive committee consists of all the proprietors, the 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 proprietor in his place to hold office until the next annual general meeting.
24. Any casual vacancy on the executive committee may be filled by the remaining members thereof.
25. The quorum of the Executive Committee shall be such number as the committee may fix from time to time, being not less than one-half the number of members thereof.
26. At the commencement of each meeting, the Executive Committee shall elect a Chairman for the meeting, and if any chairman so elected vacates the chair during the meeting, the Executive Committee shall elect in his stead another chairman.
27. At meetings of the Executive Committee, all matters shall be determined by simple majority vote and the Chairman shall, in addition to an original vote, have a casting vote in any case in which the voting is equal.
28. Subject to the provisions of these by-laws, the Executive Committee shall have power to regulate its own procedure.

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29. The Executive Committee may:-
- Employ for and on behalf of the 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 Corporation;
  - Subject to any restriction 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.
30. The Executive Committee shall:-
- Keep minutes of its meetings;
  - Cause proper books of account to be kept in respect of all moneys received and spent by it;
  - Prepare proper accounts relating to all moneys of the Corporation, and the income and expenditure thereof, for each annual general meeting;
  - On the application of a proprietor or a mortgagee, or any person authorised in writing by either of them, make the books of account available for inspection at all reasonable times.
31. 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.

#### Voting

32. At any general meeting, a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy. Unless a poll is so demanded, a declaration by the Chairman that a resolution has on the show of hands been carried shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.
33. A poll if demanded shall be taken in such manner as the Chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
34. In the case of equality in the votes whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to his original vote.
35. On a show of hands each proprietor shall have one vote; on a poll the votes of proprietors shall correspond with the unit entitlement of their respective strata lots.
36. On a show of hands or on a poll votes may be given either personally or by proxy.
37. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be a proprietor.
38. Except in cases where by or under the Act a unanimous resolution is required, no proprietor shall be entitled to vote at any general meeting unless all contributions payable in respect of his strata lot have been duly paid.
39. Co-proprietors may vote by 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 the unanimous resolution of proprietors is required by the Act; but any one co-proprietor may demand a poll. On any poll, such co-proprietor shall be entitled to such 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.

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40. 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 by-law shall be applicable whether by the Act the unanimous resolution of proprietors is required or not.
41. 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.

#### Use of Common Seal

42. The Corporation shall at the first general meeting held after registration of the Strata Plan, and may from time to time, at subsequent general meetings, determine how the common seal of the Corporation shall be used.

#### Management of Condominium

43. The Executive Committee shall not later than one (1) month after the first general meeting of proprietors determine the amount to be raised for administrative expenses for the control, management and administration of the common property and the discharge of the obligations of the Corporation. The amount so determined shall be apportioned between the various proprietors in the same proportions as the unit entitlement of each lot contained in the Strata Plan and the proportions so determined in respect of each proprietor shall be paid by annual, quarterly, monthly or weekly instalments as determined by the Executive Committee. Each proprietor shall pay to the Corporation the amount of each instalment due from time to time not later than seven (7) days from the due date as notified by the Executive Committee to the proprietor notwithstanding any difference or dispute which may have arisen between the proprietor and the Executive Committee. Any instalment due from a proprietor which is thirty (30) days or more in arrears shall bear interest at the rate of twenty percent (20%) per annum, which interest shall be paid by the proprietor, together with the payment of the instalment due.
44. The Executive Committee shall open a bank account in the name of the Corporation in such bank or banks as it deems necessary for the purposes of the Corporation and will cause all monies of the Corporation to be deposited therein.
45. All cheques drawn on any account of the Corporation shall be signed by any two (2) members of the Executive Committee and all cheques or other negotiable instruments for the credit of any such account shall be endorsed by any two (2) members of the Executive Committee unless and until the Executive Committee otherwise determines.
46. A company or corporate body which is a member of the Executive Committee may by proxy, power of attorney or resolution of its directors or other governing body, appoint such person as it thinks fit to act as its representative on the Executive Committee and to attend meetings thereof and to vote at such meetings on behalf of the company or body corporate and such representative shall be entitled to act provided that notice in writing of his appointment shall have been given to the Executive Committee and where a company or corporate body is the only proprietor, a minute or resolution signed by its representative shall be deemed to be a resolution of the Executive Committee.
47. The Executive Committee may from time to time and at any time by resolution make any reasonable general rules for the management, conduct and administration of the common property. Such regulations may be restrictive of acts done thereon detrimental to its character or amenities. Any costs, charges and expenses incurred by the Corporation in respect of such regulations or of doing works providing services, shall be deemed to be properly incurred notwithstanding the absence of any specific covenant or requirement to incur the same. A proprietor shall observe all such general rules at all times.
48. The Executive Committee by itself, its servants or agents shall be entitled to exclude and where deemed necessary or desirable, to remove or cause to be removed from the common property, any person who is in breach of or who would if he were a lot proprietor be in breach of any provisions of these by-laws or rules made thereunder.

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49.

The aggregate liability of the Corporation, whether at law or in equity, for damage to property or injury to person (including damage to the lot of each proprietor) arising from any defect or want of repairs to the common property or of any water, gas, electricity, drainage, sewerage, telephone, television or electrical services, pipes or conduits passing through the common property for the maintenance of which the Corporation is responsible, shall not exceed the aggregate amount of insurance monies (if any) recovered in respect of such damage or injury.
50.

The infringement or failure to adhere to any of these by-laws or rules made thereunder by a servant, agent, independent contractor, guest, invitee or member of the family of any lot proprietor shall be deemed to be an infringement or failure to adhere thereto by the proprietor himself, and he shall be liable therefor.

APPENDIX

Strata Lot Number	Type of Unit
1	Commercial Strata Lot
2	Commercial Strata Lot
3	Commercial Strata Lot
4	Commercial Strata Lot
5	Commercial Strata Lot
6	Commercial Strata Lot
7	Commercial Strata Lot
8	Commercial Strata Lot
9	Commercial Strata Lot
10	Commercial Strata Lot
11	Commercial Strata Lot
12	Commercial Strata Lot
13	Commercial Strata Lot
14	Commercial Strata Lot
15	Commercial Strata Lot
16	Commercial Strata Lot
17	Commercial Strata Lot
18	Commercial Strata Lot
19	Commercial Strata Lot
20	Commercial Strata Lot
21	Commercial Strata Lot
22	Commercial Strata Lot

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23	Commercial Strata Lot
24	Commercial Strata Lot
25	Residential Strata Lot
26	Residential Strata Lot
27	Residential Strata Lot
28	Residential Strata Lot
29	Residential Strata Lot
30	Residential Strata Lot
31	Residential Strata Lot
32	Residential Strata Lot
33	Residential Strata Lot
34	Residential Strata Lot
35	Residential Strata Lot
36	Residential Strata Lot
37	Residential Strata Lot
38	Residential Strata Lot
39	Residential Strata Lot
40	Residential Strata Lot
42	Residential Strata Lot
42	Residential Strata Lot
43	Residential Strata Lot
44	Residential Strata Lot
45	Commercial Strata Lot
46	Commercial Strata Lot
47	Residential Strata Lot
48	Residential Strata Lot
49	Residential Strata Lot
50	Residential Strata Lot
51	Residential Strata Lot
52	Residential Strata Lot
53	Residential Strata Lot
54	Residential Strata Lot
55	Residential Strata Lot

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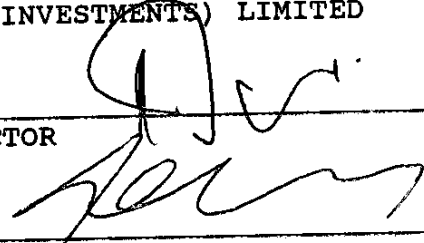


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56	Residential Strata Lot
57	Residential Strata Lot
58	Residential Strata Lot

MEMBER OF EXECUTIVE COMMITTEE  
NCB (INVESTMENTS) LIMITED

DIRECTOR



DIRECTOR/ SECRETARY

