

RULES OF THE CORPORATION FOR RESIDENTIAL CONDOMINIUMS

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RULES OF THE OWNERS: CONDOMINIUM PLAN NO.....

CONDOMINIUM CORPORATION (UNDER FORMATION)

(Made under section 30 of the Condominium Property Act 2001, Act No.4 of 2001)

IN EXERCISE of the powers conferred on the Corporation, by section 30 (1) of the Condominium Act 2001, these Rules are made thisday of2010

1. Citation

These rules may be cited as the Rules of the Owners: Condominium Plan No. Condominium Corporation

2. Application

These rules apply to the management and use of the units and condominium property and in particular:-

- a) To provide for the health and safety of occupants of the condominiums;
- b) To maintain the common property and units in such a manner as to preserve the value of the property;
- c) To provide for the peace, comfort and convenience of the owners and occupants of the condominiums; and
- d) To develop a sense of community among the occupants

3. Interpretation

- 1) In these rules, unless the context requires otherwise-

“Act” means the Condominium Property Act, 2001;

“Board” means the management Board of the Corporation established under section **26** of the Act, and elected in accordance with rule **5**;

“Capital Replacement Reserve Fund” means the fund created for the purposes specified in rule **12 (J)**

“Condominiums” means the flats, units and apartments comprised in the development popularly known as “Lugogo Lifestyle Condominiums”.

“Common expense” means all expenses for the performance of the objects and duties of the Corporation, and expenses specified as common expenses and includes an assessment or condominium fee;

“Common property” means that part of the property which does not belong to any specific unit and which is used in common by the owners of the units and includes, without prejudice to the general effect of the foregoing, the land on which the property is situated, support structures, infrastructure and services;

“Condominium plan” means the condominium plan registered in accordance with the Act, and includes a phased condominium plan;

“Corporation” means a Corporation established under section **20** of the Act;

“Court” means a court of competent jurisdiction and includes a tribunal established under the land Act, 1998;

"Extraordinary General Meeting" means any formal meeting of the unit owners held between two Annual General Meetings called by the Directors or Unit owners cumulatively holding 50% or more of the voting rights"

"Limited Common Expense" means the charge over and above the standard rate that an individual unit owner shall have to meet where his/her individual expense from use of common property exceeds the average /standard rate.

“Local authority” means, a district, Sub-country, municipal, division or town council, and includes a public officer authorized to act for a local authority;

“Managing agent” means a person appointed by the management Board under section **29** of the Act to manage the units, the movable and immovable property of the Corporation and the common property, and the day to day affairs of the Corporation;

“Maintenance area” means an area, of the common property, which includes a fence-enclosed yard, a balcony and patio immediately adjacent to a unit, the area and location of which shall be determined by the Board from time to time, and which the Board deems suitable for private use in conjunction with the respective adjoining unit;

“Minister” means the Minister to whom the functions of the minister under the Act have, for the time being, been assigned by the President;

“Mortgagee” means the holder of a mortgage registered against the title to one or more units in the condominium plan;

“Ordinary resolution” means a resolution-

- i. Passed at a properly convened meeting of the Corporation by a simple majority of all the persons present entitled to vote; or
- ii. Signed by a simple majority of all persons who, at a properly convened meeting of the Corporation, would be entitled to vote;

“Owner” means a person who is registered as the owner of-

- i The freehold estate in a unit

- ii The mailo estate in a unit; or
- iii .The lease hold estate in a unit, where the parcel on which the unit located is held under a lease;

“Parcel” means the land comprised in a condominium.

"Person" means natural persons and includes all entities registered under the Companies Act.

“Registrar” means registrar appointed under the Registration of Titles Act.

"Rotation" means holding an office for a period of not more than one year but subject to re-election by the Board for another tenure.

“Rules” means the Rules of a Corporation, as amended from time to time;

“Special resolution” means a resolution

- i. Passed at a properly convened meeting of the Corporation by a majority of not less than seventy five percent of all the persons entitled to vote and representing not less than seventy five percent of the total unit factors for all the units; or
- ii. Signed by not less than seventy five percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to vote and representing not less than seventy five percent of the total unit factors for all the units;

“Unanimous resolution” means a resolution supported by all owners of units in a Corporation;

“Unit” means a space that is suitable within a building and described in a condominium plan by reference to floors, walls and ceiling within the building;

“Unit factor” means the unit entitlement of a condominium plan and indicates the share of an owner in the common property, common facilities and other assets of the Corporation and is the figure which determines the owner’s contribution to the common expenses of a Corporation and may be determined in accordance with these Rules using variables such as the size of the unit, location of the unit and the view which the unit commands.

- 2) Words and expressions defined in the Act have the same meaning in these Rules.
- 3) These Rules are to be read with all changes of number and gender as required by the context, and the word “owner” or “owners” shall be read “tenant” or “tenants” “residents” or residents” or “ occupier or occupiers” as the context may require.
- 4) The headings in these Rules do not form part of the Rules but are inserted for convenience of reference only.
- 5) Where there is a conflict between these Rules and the Act, the Act shall prevail

4. Unit Owners

(1) A unit owner shall-

- a) Permit the Corporation and its agents, at all reasonable times, on notice, except in the case of an emergency when no notice shall be required, to enter his or her unit for the purpose of-
 - i. Inspecting the unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilizes for the time being existing

in the unit and capable of being used in connection with the enjoyment of any other unit or common property;

- ii. Maintaining, repairing and renewing the common property; or
- b) Ensuring that these Rules are being complied with;
 - c) Immediately carry out all work that may be ordered by any local authority in respect of his or her unit, and pay all rates, taxes, charges, and assessments that may be payable in respect of his or her unit;
 - d) Repair and maintain his or her unit including all unit windows, doors, screen doors, door bell buttons and light fixtures and bulbs attached to the exteriors of the unit, and keep the unit in a state of good repair;
 - e) Not paint any part of the exterior of the building or alter the appearance of the building or do or permit to be done anything which would alter the appearance of the building without the prior written permission of the Board;
 - f) Use and enjoy the common property in such a manner as to not unreasonably interfere with the use and enjoyment of the common property by other owners or their families or visitors;
 - g) Not use his or her unit or permit it to be used in any manner for any purpose which may be illegal or injurious, or that will cause a nuisance or hazard to any occupier of a unit, whether that person is the owner of the unit or not, or to the family of an occupier;
 - h) Notify the Corporation immediately, in writing, upon any change of ownership or of any mortgage or other dealing in connection with his or her unit;
 - i) Comply with and cause all his or her tenants, family, visitors and other occupants of his or her unit to comply with these Rules and the Act;
 - j) Pay to the Corporation when due, all common expenses levied or assessed against his or her unit. Together with interest on any arrears on the expenses at a rate of interest as may be approved from time to time by special resolution, calculated from the due date until payment;

- k) Pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any common expenses levied or assessed against his or her unit;
- l) Observe all rules relating to the use of the common property; and
- m) Allow the Corporation entry into his or her unit in the event of an emergency, for the purposes of protecting the property of other owners or occupiers and the property of the Corporation and where his or her unit is so entered, the owner shall, except where harm has been caused, indemnify the Corporation, its agents and employees from any claims arising from that entry.

(2) Where an owner has any suggestions, questions or complaints, concerning the condominium property, they shall be in writing, addressed to the Board.

(3) The Board is not required to act on any suggestion, question or complaint that is not in writing, or properly submitted to the Corporation.

5. The Board

1. The Board for the benefit of the Corporation and all owners and mortgages, is vested with the powers of the Corporation and shall enforce these Rules.
2. The Board shall consist of not less than three and not more than five persons who shall be elected at each annual general meeting.
3. Where a unit is owned by more than one person, only one of the owners may be a member of the Board at one time. Where a unit is owned by a body corporate, an officer or representative of the body corporate is eligible to the Board.
4. Eligibility for nomination and election to the Board shall be for persons between the ages of thirty and seventy years.

5. Eligibility for nomination and election to the Board shall be restricted to persons above the age of eighteen years and below the age of seventy years.
6. An owner who is indebted to the Corporation for an assessment which is more than thirty days overdue is not eligible for election to or membership on the Board.
7. At any election of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.
8. No more than one registered mortgagee or their representatives may be members of the Board at any one time.

6. Disqualification and removal from the Board

1. Except where the Board consists of less than three owners, the Corporation may, by resolution at a properly convened meeting, remove any member of the Board before the expiration of his or her term of office and appoint another person in his or her place to hold office until the next annual general meeting
2. The office of a member of the Board shall fall vacant if the member-
 - a) Becomes bankrupt
 - b) Is more than thirty days in arrears in payment of any contribution required to be made by him or her as owner under these Rules;
 - c) Becomes of unsound mind;
 - d) Resigns his or her office in writing, signed by him or her, sent to or left at the registered address of the Corporation or delivered to an officer of the Corporation;

- e) Is convicted of an offence involving moral turpitude;
- f) No longer owns or resides in the condominium property
- g) Is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at the subsequent meeting of the Board that his or her office be vacated; or
- h) Dies

7. Vacancy on the Board

Where a vacancy occurs on the Board under rule 6(2), the Board may appoint a person who qualifies for membership in terms of rule 5 to fill that vacancy for the remainder of the former member's term.

8. Quorum of Board

1. A quorum at a meeting of the Board shall be a simple majority of members of the Board
2. At a meeting of the Board, all matters shall be determined by majority vote of members present and, in the event of ties of votes, the Chairperson is entitled to a casting vote in addition to his or her original vote

9. Officers

1. Within fourteen days after the meeting of the Corporation at which the Board was elected, the Board shall elect from its members a Chairperson and a Vice Chairperson.
2. The position of Chairperson on the Board shall be shared amongst the Board members on a rotational basis.
3. A person elected Chairperson or Vice-Chairperson shall not be elected as Secretary or Treasurer.

10. Chairperson of the Board

Where the person presiding at a meeting vacates the chair during the course of the meeting, the Board shall elect another member of the Board to preside over the meeting.

11. Secretary

1. The role of the Secretary for the Corporation shall be outsourced by the Board.
2. The Secretary shall at all times consist of an established Company providing secretarial bureau services.
3. For the avoidance of doubt, at no time shall the Secretary to the Board consist of a private individual providing secretarial service.

12. Duties of the officers

1. Subject to any other direction of the Board, officers shall perform the following functions:-
 - a) The Chairperson, or in the event of his or her absence or disability, the Vice- Chairperson:-
 - i. Is responsible for the daily execution of the business of the Corporation; and
 - ii. shall preside at meetings of the Board
 - b) the Secretary, or in the event of his or her absence or disability, another member of the Board designated by the Board shall:-

- i. give notice of meetings of the Board;
- ii. record and maintain all the minutes of the Board and of the meetings of the Corporation, and shall record votes for and against all decisions;
- iii. be responsible for all the correspondence of the Corporation; and

13. Managing Agent

1. The responsibilities of the Managing Agent appointed by the Board shall include:
 - a) Receiving all money paid to the Corporation and deposit it as the Board may direct;
 - b) Properly account for the funds of the Corporation and keep such books of accounts as the Board may direct;
 - c) Presenting to the Board, when required to do so, a full detailed account of receipts and disbursements of the Corporation; and
 - d) Preparing for submission at the annual general meeting, a budget for the next financial year of the Corporation, and if required by ordinary resolution of the Corporation, an audited statement for the most recently completed financial year of the Corporation.
 - e) Responsibility for all the correspondence of the Corporation
 - f) Any other roles that may be directed to him by the Chairperson and the Board.
2. The Board may by resolution delegate any of the duties of the Managing Agent or Secretary to other parties.

14. Duties of the Board

The Board shall:-

- a) Cause minutes to be kept of its proceedings;
- b) Cause to be kept minutes of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
- c) Cause proper books of accounts to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which the receipts and expenditures take place and the keeping of books, shall, unless the Board otherwise decides, be the responsibility of the treasurer;
- d) Cause to be prepared, proper accounts relating to all monies of the Corporation and the income and expenditures for each annual general meeting and the preparation of the accounts shall, be the responsibility of the Treasurer;
- e) On application by an owner or mortgage or any person authorized in writing by one of them, make the books of accounts and all minutes of the meetings of the Corporation and the Board available for inspection at all reasonable times and provide to a mortgagee who makes specific request for them, copies of minutes of meetings of the Corporation and of the Board;
- f) On application by an owner or mortgagee, or any person authorized in writing by the Board, give a complete statement of any unit with regard to common expense assessments and with regard to the fulfillment of all the owner's obligations in connection with the Corporation and his or her unit;
- g) Cause to be assessed to each owner in proper proportion, his or her contribution towards common expenses and enforce the payment of the contribution, as set out in these rules
- h) Upon the written request of an owner, purchaser or mortgagee of a unit, provide the information required under section 36 of the Act;
- i) At all times, keep and maintain in force all insurance required by these rules and by section 21 (1), (f), (g), (h) and (i) of the Act to be maintained by the Corporation from time to time, and settle and enter into insurance agreements as required by the Corporation; and
- j) Create and maintain by common expense, a capital replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the common property and

any real or personal property owned by the Corporation, and the amount of the levy made in each year for the Capital Replacement Reserve Fund shall be not less than ten percent of the common expense budget of the Corporation in each year.

15. Powers of the Board

The Board may:

- a) Meet for the conduct of business, adjourn and otherwise regulate its meetings as it deems fit and shall also meet when any member gives to the other members not less than seven days' notice of a meeting proposed by him or her, specifying the reason for calling the meeting;
- b) Employ or authorize the managing agent to employ for and on behalf of the Corporation such other agents and servants as it seems 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;
- c) Subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members any of its powers and duties as it deem fit, and the Board may, at any time, revoke the delegation;
- d) Set and charge, for and on behalf of the Corporation, reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies of documents required under the Act of these Rules;
- e) Employ for and on behalf of the Corporation a managing agent to supervise, manage, carry out and perform any of the duties of the Corporation set out in rule 21 (a), (c), (d), (e), (g), (h), (i), (j), and (k) and such other duties as the Board may determine from time to time, subject to the control and direction of the Corporation and the Board; and
- f) From time to time, pass resolutions for the regulation, management, administration and control of the use of the common property, including but not restricted to the hours of use, supervision of, reservations for, security of, privacy and access to the common property.

16. Seal of the Corporation

The Corporation shall have a seal which shall be used as authorized by resolution of the Board and where a resolution has not been passed, the seal shall be used in the presence of at least two members of the Board who shall sign the instrument to which the seal is affixed.

17. Signing of documents

1. The Board shall determine, by resolution from time to time, which officers shall sign cheques, drafts and other instruments and documents not required to be under seal and may authorize the managing agent/manager to sign the documents with or without the signature of any other officer.
2. Notwithstanding sub rule (I), the managing agent shall not sign Corporation cheques singularly.
3. The Corporation shall at all times maintain a dual signatory policy concerning all bank accounts held in its names. The Board shall have the mandate to determine by special resolution the second signatory to the Account.

18. Meetings

1. All meetings of the Board and general meetings of the Corporation shall be conducted according to rules of procedure as the meeting may adopt.
2. All general meetings of the Corporation, other than annual general meetings, shall be extra-ordinary general meetings.

19. Convening of meetings

1. The Board shall, within twenty-one days after receipt of a requisition in writing made by persons entitled to vote and representing one third of the total unit factors, convene an extra ordinary general meeting.
2. The Board will convene an annual general meeting of the Corporation as and when required by these Rules.

20. Notice of meetings

1. The Secretary shall give seven days notice of every general or extra-ordinary general meeting of the Corporation, specifying the place, date and time of meeting and, in case of special business, the general nature of that business to every owner and registered mortgagee who has notified his or her interest to the Corporation.
2. Omission to give notice to an owner or a registered mortgagee, or non-receipt of notice by an owner or registered mortgagee does not invalidate any proceedings at the meeting to which the notice relates.

21. Business

Subject to the Act, all business transacted at an annual general meeting of the Corporation shall be deemed ordinary business, and all business transacted at an extra –ordinary general meeting shall be deemed special business.

22. Signed resolutions

1. A resolution of the Board in writing, signed by all the members of the Board shall be as effective as a resolution passed at a meeting of the Board duly convened and held.
2. Subject to the Act, any resolution of the Corporation determined upon or made without a meeting and evidenced by writing, signed in person or by

proxy as contemplated in these Rules shall be as valid and effectual as a resolution duly passed at a properly convened meeting of the Corporation and shall take effect and be an ordinary resolution, special resolution or unanimous resolution as the case maybe, in accordance with the requirements of these Rules and the Act.

23. Duties of the Corporation

The Corporation shall-

- a) Control, manage and administer the common property for the benefit of all the owners and for the benefit of the Corporation;
- b) Do all things required of it by the Act, these rules, and any resolution of the Corporation in force from time to time;
- c) Where practical, establish and maintain suitable lawns on the common property, subject to any obligation imposed by these Rules or by the Corporation upon any owner to maintain any part of the common property over which that owner is granted exclusive rights of use by the Corporation, including without limitation, maintenance areas;
- d) Maintain and repair, including renewal where reasonably necessary, pipes, wires, cables ducts, conduits, sewers, and other facilities for the furnishing of utilities for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or the common property;
- e) Upon the written request of a unit owner or the holder of any mortgage registered against a unit, or the duly authorized agent of that owner or mortgagee, provide that owner or mortgagee with either a photocopy or certified copy of all insurance appraisals obtained by the Corporation and all fire and other peril, and all liability insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies, or a copy of any document requested.
- f) Call a general meeting of the owners, and those mortgagees who have notified the Corporation of their interest, once in each calendar year, and in all cases,

allow no more than fifteen months to elapse from one annual general meeting to the next;

- g) Control, manage, administer, maintain and repair all chattels and other property owned or leased by the Corporation;
- h) Provide for regular collection of garbage and if necessary, provide adequate garbage receptacles on the common property for use by all the owners, and provide for regular collection of garbage from the receptacles;
- i) Subject to any obligations imposed by these Rules or by the Corporation upon any owner to maintain any part of the common property over which that owner is granted exclusive rights of use by maintain the common property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise provide and maintain the existing parking facilities for all the owners and provide and maintain reasonable outside lighting;
- j) Maintain and keep in state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:-
 - i. All outside surfaces of the units, including, the exterior walls, exterior of the roof and all roof material, eavestroughs and exterior drains, exterior beams and trim, but excusing unit screen doors, windows, door bell buttons, and light fixtures and their bulbs attached to the exterior of a unit all which are the responsibility of the unit owner;
 - ii. All fencing, signposts, driveways, roadways, curbs, sidewalks, parking areas and other common facilities;
 - iii. All other outside hardware and equipment affecting the appearance, usability, value or safety of the parcel or the units; and
 - iv. All utility services within, on, under or through the common property;

- k) Provide and maintain in full force, all insurance required by the Act and by these Rules to be maintained by the Corporation; and
- l) Indemnify every Board member, employee or officer, and his or her heirs, executors and administrators against all loss, costs and expenses, including legal fees reasonably to which he or she may be made a party by reason of his or her being or having been a Board member, employee or officer of the Corporation, except as to matters which he or she shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal proceeding or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty; and all liability, loss, damage, costs and expense incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses.

24. Powers of the Corporation

The Corporation:

- a) May invest, as it may determine, any monies in the funds for administrative expenses, to the extent permitted by law for trustees under the Trustees Act;
- b) May enter into an agreement with an owner or occupier of a unit for the provision of amenities or services by the Corporation to the unit or to the owner or occupier of the unit;
- c) Shall have the exclusive right to let the units that form part of the Condominium and shall in all cases decide on the suitability of the proposed tenant and apply market rates for the tenancy. The unit owner shall enter into an Agreement with the Corporation for this purpose the terms of which shall be as set out in schedule 1
- d) May grant to an owner the right to exclusive use and enjoyment of common property or special privileges in respect of the common property, except for

the provisions of these Rules relating to parking privileges, and any such grant shall be terminated on reasonable notice, unless the Corporation by unanimous resolution otherwise resolves.

e) May do all things reasonably necessary for the enforcement of these rules and the control, management and administration of the common property and any part of a unit which it may be concerned, including without restriction the following:-

i. Commencing proceedings under the Act;

ii. Impose, collect and deal with deposits for the rental of a unit;

iii. Give notice to give up possession of a unit under Rule 57 and make an application to the court to give up possession in accordance with rule 58, and the notices and applications shall be in accordance with these Rules;

f) Pay an annual honorarium, salary or stipend, to a member of the Board, as may be determined from time to time by ordinary resolution;

g) In the event of fire, gas, water leakage or other emergency situation, enter into any unit for the purpose of dealing with the emergency and for the purpose of protecting the property of other owners, occupiers and the Corporation as the case may be.

25. Chairperson of Corporation meeting

1. The Chairperson of the Board, and in his or her absence, the Vice Chairperson of the Board shall preside at all meetings of the Corporation.

2. In the absence of both the Chairperson and Vice-Chairperson, a person elected by the members present shall preside.

26. Order of business at Corporation meeting

The content, in no particular order, of business at a properly convened meeting of the Corporation, unless altered by a majority of those in attendance who are entitled to vote, shall be as follows:-

- a) Call to order by the Chairperson
- b) Call the roll and certify proxies
- c) Proof of notice of meeting or waiver of notice
- d) Reading and disposal of any unapproved minutes
- e) Reports of officers
- f) Reports of committees
- g) Financial report/budget and appointment of auditors (if necessary)
- h) Unfinished business
- i) Ratification of past acts of Board members and officers
- j) New business
- k) Election of members of the Board; and
- l) Adjournment
- m) A O B

27. Quorum at meeting of Corporation'

1. Except as otherwise provided in these Rules, no business shall be transacted at any meeting of the Corporation unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to do business.
2. A quorum at any meeting of the Corporation shall consist of persons entitled to vote present in person or represented by proxy and consisting of not less than one third of the total unit factors.
3. Proxies are allowed at voting.

28. Adjournment for lack of quorum

If within one hour from time appointed for a properly convened meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the reconvened meeting a quorum is not present within one hour from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

29. Resolutions.

1. At any meeting of the Corporation, a proposed resolution shall be decided on a show of hands, unless a person entitled to vote in person or by proxy demands a poll.
2. Except where a poll is demanded under Sub rule (1) a declaration by the Chairperson that a resolution has, on the show of hands, been carried, is conclusive proof of that fact without proof of the number or proportion of votes recorded in favor of, or against the resolution.
3. A person demanding a poll may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

30. Method of taking a poll

A poll, if demanded, shall be taken in such a manner as the Chairperson deems fair and the result of the poll shall be deemed to be the resolution of the meeting of the Corporation at which the poll was demanded.

31. Voting

1. On the show of hands, each person entitled to vote shall have one vote.
2. On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the respective units owned by or mortgaged to them.

3. Except for those matters requiring a special resolution or unanimous resolution under these Rules all matters shall be determined by ordinary resolution.

32. Manner of voting

Every Individual owner shall have a right to vote with voting rights based on unit factors.

33. Proxies

1. An instrument appointing a proxy shall be in writing under the hand of the appointee or his or her lawful attorney, and may be either general or for a particular meeting.
2. The holder of a proxy need not be an owner or mortgagee.

34. Entitlement to vote.

There are no restrictions or limitations on the right to vote other than the following:-

- a) Such restrictions, if any, as are set out in the Act;
- b) Where an owner's interest in a unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation by the mortgagee, the power to vote may be exercisable as follows:
 - i. If a unanimous resolution is required, the power to vote may not be exercised by the owner, but by the registered mortgagee first entitled in priority; and

- ii. In any other case, the power to vote is exercisable by the mortgage first entitled in priority, and may not be exercised by the owner, if the mortgagee is present personally or by proxy;
- iii. An owner is not entitled to vote at any general meeting or extra – ordinary meeting if he or she is more than thirty days in arrears in sums payable to the Corporation in respect of his or her unit, except that any inability of a mortgagee of the owner’s unit, first entitled in priority, who has given notice of his or her mortgage to the Corporation and whose mortgage was registered before the occurrence of the owner’s arrears shall not be inhibited from exercising voting privileges for his or her unit.

35 Vote by co-owners

1. Co-owners may vote by proxy jointly appointed by them, and in the absence of the proxy are entitled to vote on a show of hands constituting one vote.
2. Where a unanimous resolution of owners is required by the Act, co-owners shall not vote by a show of hands.
3. Any one co-owner may demand a poll, and on a poll, each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his or her interest in the unit.

36. Successive interest

1. Where owners are entitled to successive interest in a unit, only the owner entitled to the first interest is entitled to vote, whether on a show of hands or a poll.
2. Sub rule (1) applies whether or not the Act requires the unanimous resolution of all the owners.

37. Trustee vote

Where an owner is a trustee, he or she shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and the persons beneficially interested may not vote.

38. Financial statement

It shall be mandatory for the annual financial statements prepared by the Board to be audited and certified by an auditor appointed by the Board.

39. Insurance

1. The Board shall, on behalf of the Corporation, obtain and maintain insurance on all the units. The insurance cost shall be exclusive of the monthly fee payable by every unit owner/occupier and will be charged out to the individual unit holder.
2. The insurance cover shall extend to common property, all insurable property both real and personal of any nature of the Corporation that provides for settlement, to the full replacement value of the property without deduction for depreciation of the property.
3. Without restricting the generality of sub rule (1), insurance shall provide and include the following-
 - a) Coverage for fire, extended perils and such other perils as the Board may, from time to time deem advisable.
 - b) Coverage that provides for settlement to full replacement value of all buildings and other fixed improvements to the buildings comprising the condominium or the parcel, and all chattels and other property belonging to the Corporation or forming part of the common property;

- c) Adequate coverage for boiler insurance where boilers or pressure vessels exist;
 - d) Coverage for such other risks or causes as the Board may determine, or as may be determined by ordinary resolution of the Corporation;
 - e) That no breach of a statutory condition or other condition of a policy by a unit owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of breach or omission by any unit owner or the Corporation, the insurance may only be subject to forfeiture for breach of condition to the extent that the separate interest of the person or parties in breach are concerned;
 - f) That no breach of a statutory or other condition of a policy by the Corporation or an owner shall invalidate the policy as against a mortgagee in any way, or to any extent; and
 - g) Coverage for errors and omissions by the Board and its officers so long as that insurance is obtainable at a reasonable cost.
4. Without prejudice to sub rule (2), insurance shall exclude furnishings, fixtures and any property brought into or installed in a unit by a unit owner or tenant.
5. For the avoidance of doubt, the insurance of all furnishings, fixtures or any property brought into or installed in a unit owner/tenant shall be the duty of the individual occupants of the unit
6. An owner may, and upon the written request of his or her mortgagee shall, carry insurance on his or her own unit as permitted by the Act, except that the liability of the insurers issuing insurance obtained by the Corporation shall not be affected or diminished by reason of insurance carried by a unit owner.

7. Nothing in these rules restricts the right of a unit owner to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of his or her unit or his or her personal liability as permitted by the Act or otherwise permitted by law.
8. Insurance coverage obtained and maintained by the Corporation shall not be brought into contribution with insurance purchased by a unit owner or his or her mortgagee.
9. The Board may obtain and maintain insurance for the Corporation, the Board and the owners against any liability to third parties or to the owners and their invites, licensees or tenants, incidental to the control, management and administration of the Corporation's real and personal property and the common property to such limits and for such acts as the Board may determine.

40. Managing agent

1. The Board shall, not more than twenty-eight days after its election, appoint a managing agent for the management of the units, the movable and immovable property of the Corporation and the common property.
2. A managing agent shall perform such functions as may be delegated to him or her by the Corporation.
3. All expenditures including capital expenditures of the Managing Agent/Manager shall be subject to a pre-approved budget scheduled before the Board for consultation and approval.

- 41.** A managing agent shall be bonded for any money or other property lost or misappropriated by the managing agent or the agent or employee of the managing agent for an amount to be determined by the Board.

42. Termination of managing agent's employment

1. Without limiting the generality of rule 19, where a group of persons entitled to vote representing 50 percent of the total unit factors of the units is at any time dissatisfied with the fitness or suitability of a managing agent or the adequacy of the work or service performed by the managing agent, those persons may, by requisition addressed to the Corporation, require the calling of an extra-ordinary general meeting
2. Upon a requisition made under sub rule (1), the Board shall immediately call an extra-ordinary general meeting of the Corporation to consider-
 - a) The complaint made by those persons;
 - b) The continuance or termination of the employment of the managing agent, and the terms of employment of the managing agent; and
 - c) The employment of another managing agent.
3. Matters considered under sub rule (2) shall be considered and determined by ordinary resolution at that meeting and the Board shall govern itself according to the resolution.

43. Limitation of owner's use:

1. An owner shall not-
 - a) Use his or her unit for any purpose that may be illegal or injurious to the regulation of the building and amenities comprising the parcel;
 - b) Make or permit any noise on the common property, or do or permit anything to be done on the common property which will interfere with the rights, comfort or convenience of other occupants of the parcel;
 - c) Play or permit to be played loudly, any musical instrument, (stereo, radio, television or music at any time in such a manner as to disturb or annoy other members or occupants of the building; or

- d) Keep any pets or animals or livestock in his or her unit or on the common property.
2. When the purpose for which a unit is intended to be used is shown expressly or by necessary implication upon the registered condominium plan, the owner shall not use or permit the use of that unit for any other purpose.

44. One family unit

- 1. Each unit shall be occupied only as a one-family residence by the owner of the unit, his or her family and guests, or by a tenant of the owner, his or her family and guests.
- 2. For the purpose of these Rules-
 - a) “One-family residence” means a unit occupied or intended to be occupied as a residence by one family alone and containing at least one kitchen and in which no roomer or Boarder is allowed;
 - b) “Boarder” means a person to whom room and Board are regularly supplied for consideration; and
 - c) “Roomer” is a person to whom a room is regularly supplied for consideration.
- 3. A unit shall not be used, in whole or in part, for any commercial or professional purpose involving the attendance of the public at that unit.
- 4. Without limiting the generality of sub rule 93, a unit or part of a unit shall not be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, except as otherwise authorized by the Board in writing and the authorization may be given, or withdrawn at any time on thirty days notice.

5. Where the Board grants permission to use the a unit other than as a one family residence, it is the responsibility of the owner or occupier of the unit, as the case may be, to ensure compliance with all rules and regulations that apply in the circumstances.
6. The number of persons, adult and children, occupying a unit shall not exceed the numbers permitted by law.

45. Structural alterations.

An owner shall ensure that:-

- a) No alteration, addition, decoration, redecoration, change or installation is made on or adjoins the outside of a unit without the prior consent in writing of the Board;
- b) No structural alteration is made to the outer boundary of a unit, including walls, whether partition walls, bearing walls, or otherwise, ceiling and floor, or to any load bearing walls or structures within the unit, or to any exterior door or window, without the prior written consent of the Board; and
- c) No change is made in the plumbing, drainage, electrical or gas system within or outside a unit, without the prior written Consent of the Board.
- d) Not withstanding a), b) and c) any internal or external alterations require the written consent from the Board

46. Fire hazard

An owner shall not do, or permit anything to be done in the unit or on the parcel, or bring or keep anything on the parcel, which will:-

- a) In any way increase the risk of fire or the rate of fire insurance on any building comprising part of the condominium, or on the property kept in the condominium; or

b) Obstruct or interfere with the rights of other owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance policy on any building comprising part of the condominium or any part of it or conflict with any of the rules or bye-laws of a local authority or with any other law.

47. Water

Water shall not be left running unless in actual use in any unit, and all taps and washers shall be kept in good repair, and water must be turned off in vacant units.

48. Plumbing

Toilets, sinks, tubs, drains, and other water apparatus shall not be used for any purpose other than those for which they are constructed, and garbage, rubbish, rags, ashes, or other substances shall not be thrown in them.

49. Combustible materials

Gasoline or other combustible or inflammable goods or materials and similar products shall not be kept in a unit.

50. Signs on units

No sign, billboard, notice or other advertising matter of any kind shall be placed on any part of a unit without the prior written consent of the Board.

51. Antenna

No antenna, aerial, satellite dish, tower or similar structure and appurtenances to them shall be erected on or fastened to any unit or the common property, except by the express approval of the Corporation.

52. Decorating

No portion of a unit required to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the consent, in writing of the Board.

53. Laundry

1. Laundry shall not be hung outside a unit
2. Laundry shall be hung only in areas designated by the Corporation.

54. Awnings

Awnings or shades shall not be erected over the outside of the windows, and no articles shall be hung or placed on the outer windowsills of a unit without the prior written consent of the Board.

55. Animals not allowed except for dogs handled by security personnel.

No animal, livestock, fowl, or reptile of any kind, in these Rules referred to, as a “pet” shall be kept in a unit except with the approval of the Board.

- a) All approved pets, shall be required to be secured by a firm leash when on the common property.
- b) An owner shall not feed pigeons, doves, or other birds from the windows or patios of his or her unit, or anywhere in close proximity to the unit without the written approval of the Board.
- c) Notwithstanding the generality of his rule, if the Board, in its discretion deems any animal to be causing unreasonable disturbance to other unit occupiers, or to be a hazard to, or harmful to any common property or to other owners or unit occupiers, it shall require the owner of the unit or the occupier of the unit in which that animal from his or her unit and that animal shall thereafter not be kept in the unit at any time as the Board shall require.

56. Debris

No person shall throw anything out of the window, balconies, patios or doors of a unit.

57. Tenants and occupiers

1. An owner shall not lease or grant possession of his unit to a tenant or occupier-
 - a) Until the owner complies with the deposit requirements, if any, of the Corporation and provides the Corporation with an address for service of any notice that may be served under the Act or these Rules, as well as the name of the tenant or occupier ; and
 - b) Unless the tenant, or occupier undertakes in writing to be bound by and comply with these Rules; and
 - c) Until the owner gives notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, or occupier to be bound by these Rules.
2. No tenant or occupier shall move into or occupy a unit unless sub rule (1) has been complied with.
3. Nothing in these Rules shall in any way remove, waive or alter the responsibility of each owner from ensuring compliance with these Rules by all persons using or occupying his or her unit.
4. A tenant or occupier of a unit, on receiving notice from the Corporation that the owner of the unit is in default of a payment or contribution or assessment levied by the Corporation or an installment of that payment shall deduct from the rent payable to the owner, the contribution or assessment levied or the installment in arrears and any interest owing on it and the tenant or occupier shall pay the amount to the Corporation and the amount paid shall be deemed to constitute rent paid to the owner by the tenant or occupier.

58. Notice to give up possession

- a) The Corporation may give a tenant occupying a unit, notice in writing, to give up possession of the unit.
- b) A copy of a notice given under sub rule (a) shall be served on the tenant and or his or her landlord or landlady.

59. Application to give up possession

1. Where a tenant given notice under sub rule 57 (a) does not give up possession, the Corporation or the landlord, as the case may be, may apply to a court for an order requiring the tenant to give up possession of the unit.
2. On hearing an application made under sub rule (1), the court may order the tenant to give up possession of the unit by a date specified in the order, and may make any other order that it considers proper in the circumstances.
3. A court shall make its ruling after a hearing conducted in accordance with the rules of natural justice, without due regard to technicalities.

60. Garbage

1. Mops, brooms, rugs and other cleaning materials shall not be cleaned out of a balcony; door or window of a unit.
2. Owners shall tightly wrap, tie and put garbage in containers and shall deal with and locate garbage and garbage containers as directed by the Board from time to time, and shall observe all rules and regulations of the local authority in that regard.
3. The following rules shall be observed with respect to garbage related equipment:-

- a) Debris shall be completely drip free before it leaves the unit and shall be carried to the pick-up areas in a careful manner and in a drip-proof container;
- b) Cartons, boxes, crated, wood bottles or other solid matter shall be placed in a neat manner for collection from the appropriate pick-up area; bulky items must be taken by the owner to a dump designated by a local authority; and
- c) Vacuum cleaner bags shall be wrapped in a securely tied bag or package and then placed in the appropriate area for pick-up

61. Noise

- 1. Owners, their families, guests, tenants, visitors, and servants shall not create or permit the creation of continuation of any noise or nuisance which, in the opinion of the Board or the managing agent may disturb the comfort and quiet enjoyment of the property by other owners, their families, guests, visitors, and persons having business with them.
- 2. Noise caused by any instrument or other device or otherwise, which, in the opinion of the Board may disturb the comfort of the other owners, shall not be permitted.
- 3. Without limiting the generality of sub rule (1) and (2), no noise shall be permitted, or caused that exceeds the following decibel (db) limits as measured by a sound meter approved by the Board for use
 - a) 15db on the C Scale between the hours of 11:00p.m. and 8:00am and
 - b) 30db on the C Scale between the hours of 8:00a.m and 11:00p.m.

4. Without prejudice to sub rule (3), the noise levels set by sub rule (3) shall be in conformity with the noise level standards set under the National Environment Statute 1995.

62. Construction

An owner shall not, without the prior written consent of the Board, do any work or permit any work to be done in his or her unit that would disturb any other owner between the hours of 6:00 p.m and 8: 30 a.m. on weekdays or at any time on Saturdays, Sundays or public holidays.

63. Sales and exhibits

No group or tour exhibition of a unit or its contents shall be conducted, and no auction sales or other sales shall be held in a unit or upon the common property without the prior written consent of the Board.

64. Privacy

A unit owner shall not trespass or permit an occupant of his or her unit to trespass on any part of the parcel to which another owner is entitled to exclusive occupation.

65. Obstruction

1. An owner shall not, without the prior written consent of the Board, erect or plant, or cause to be erected or planted, a fence, screen, barrier, shade, partition, tree, shrub or flower on or which overhangs any part of the property not exclusively occupied by that owner.
2. An owner shall not, without prior written consent of the Board, erect or plant or cause to be erected or planted a fence, screen, barrier, awning, shade, partition, tree or hedge upon the maintenance areas sounding his or her unit.

66. Health

1. An owner shall not do anything or permit anything to be done that is contrary to the ordinances or byelaws of a local authority, or injurious to health or the regulation of the units or in any way in violation of any laws.
2. Units must be kept clean and in good order, and free of insects and vermin.

67. Personal belongings

An owner shall cause all articles belonging to his or her household, other than patio furniture and similar articles appropriately kept within or at the entrance ways to their respective units, when not in actual use.

Each owner shall comply with all reasonable requests of the Board or its representatives that bicycles, toys and similar articles belonging to the owner's household are put away inside that owner's unit when not in actual use.

68. Parking areas

1. An owner shall not park his or her motor vehicle or automobile in any common area, unless the area is designated or allotted by the Board for his or her exclusive use.
2. A visitor may only park his or her vehicle or automobile in a stall designated by the Board for visitors parking.
3. The parking stall or stalls assigned to a unit by the Board are for the sole use or the owner of that unit, the location of which shall be selected by the Board in its sole discretion and may be subject to change from time to time by the Board, except that in making any changes, the Board, shall have regard to the interests of all owners.
4. No person shall leave or park a motor vehicle or automobile in an emergency access route.

69. Motor vehicles.

1. No person shall park a motor vehicle, other than a private passenger automobile in any parking space within the common property without the written consent of the Board, and the Board may withdraw that consent at any time on fifteen days' notice.
2. No person shall drive a motor vehicle, including a vehicle used for furniture moving, on any part of the common property, other than on a drive way, roadway, or parking space.
3. No person shall carry out any repairs or adjustments to motor vehicles or automobiles on the common property.
4. No person shall park a private passenger automobile which is not being used from day-to-day or which is undergoing repair upon the common property or any part of the common property.
5. Parking of motorcycles requires a base beneath the kick stand to prevent damage to the parking stall.

70. Use and enjoyment.

1. The owner of a unit shall have the right to the exclusive use and enjoyment of such portions of the common property as may be designated by the Corporation.
2. Without limiting the generality of sub rule (1), the Corporation may grant to the owner of the unit, on such terms and conditions as the Corporation may determine, the right and license to exclusive use of the maintenance area immediately surrounding his or her unit but the Corporation at its sole option may, at any time, withdraw and terminate that right for any or all units upon

giving sixty days' notice to all owners of units for which the right is terminated.

3. Each owner shall have the exclusive use and possession of any balcony or balconies, patio or patios, where appropriate, yard or yards, adjacent to his or her unit, and the owner shall observe and perform all obligations relating to those areas.

71. Care and maintenance of maintenance areas

1. Each owner shall, whether or not he or she is granted any exclusive: right or license to use-
 - a) Keep and maintain all portions of all lawns, shrubs, and other landscaping in or upon the maintenance area immediately adjacent to his or her unit in a neat, trim, clean and well-groomed condition and in a generally well cared for state consistent with good and proper lawn and landscaping care; and
 - b) Keep all walkways, front and back steps, driveways, carports and side walks within or upon the maintenance area, free and clear of all obstruction, dirt, and refuse of any kind.
2. The obligation to provide care and maintenance under sub rule (1) may be terminated or suspended by the Corporation in its sole discretion for any maintenance area to which no right to exclusive use is enjoyed or held by any owner.
3. The Board shall determine the area and location of the maintenance area adjacent to each unit.
4. The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of maintenance area to any owner,

have and enjoy free and uninterrupted right at all times to enter upon, pass over, and occupy any parts of that maintenance area for the purpose of carrying out the duties or functions of the Corporation.

72. Prohibition from exclusive use of common property

The owner of a unit has no right to use any portion of the common property designated by the Corporation for the exclusive use of an owner of another unit.

73. Sidewalks, walkways and parking areas

1. The sidewalks, walkways, passages, elevators driveways and parking areas shall not be obstructed by any owner, his or her family, guests, tenants or visitors or used for any purpose other than for entry and exit to and from their respective units.
2. Parking areas shall not be used for any purpose other than the parking of motor vehicles and no owner shall trespass in a parking area which the owner of another unit is entitled to use and occupy.

74. Landscaping and other common property

Owners, families, guests, tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part of the common property or of the property of the Corporation, including, without limitation, any parts of the buildings and other fixed improvements forming part of the common property; any landscaping works, including trees, grass, shrubs, hedges, flowers and flower beds and any chattels owned or kept by the Corporation.

75. Combustible material on common property

Gasoline or other combustible or inflammable goods or materials, and similar provisions or materials shall not be kept on any part of the common property.

76. Structures on common property

- 1) No building, structure or tent shall be erected on the common property except with the consent of the Corporation.
- 2) No trailer, with or without living, sleeping, or eating accommodation and no tent, shed, or portable building shall be placed, located, kept or maintained on the common property, except with the prior approval of the Board which may subsequently withdraw that approval in which event the chattel or other item shall be immediately removed by the owner.
- 3) No part of the common property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposals, recreation or athletic equipment, fences or other barriers, hedges, trees, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except with the prior written approval of the Board, and the Board may subsequently withdraw that approval in which event the owner shall comply with the direction of the Board to remove that item immediately.

77. Signs on common property

Except as otherwise permitted by these Rules, no sign, billboard or other advertising matter of any kind, and no notice of any kind shall be placed on any part of the common property.

78. Appearance of unit

Nothing shall be hung or placed on any part of the common property, or within a unit that is, in the opinion of the Board, aesthetically unpleasant when viewed from the outside of the unit.

79. Personal property and injury

1. The Corporation, members of the Board, officers, agents or employees are not responsible to any owner, tenant or occupier of a unit, for any injury, death,

damage or loss whatsoever caused by, or to the person or property of any owner, tenant or occupier of a unit, including but not limited to:-

- a) The parking areas provided on the common property;
- b) Any part of the common property designated for the exclusive use and enjoyment of any owner, tenant or occupier; or
- c) Any contents, personal property, or improvements in or to any units.

2. Subject to the Act and these Rules, the nursing of any contents or improvements within or to a unit is the sole responsibility of the owner, tenant or occupier of the unit, and an owner, tenant or occupier of a unit shall not require the Corporation or its Board members, officers, agents or employees to repair any damage to any contents, personal property, or improvements within or to the unit, however caused.

3. An owner, tenant or occupier of a unit is not entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owner arising from any defect or lack of repair to any part of the parcel.

80. Sales

An auction sale or other sale shall not be held in or about the common property without the consent in writing of the Board.

81. Traffic, speed and directional control

All owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the property including speed limits, restricted parking, emergency access routes, and directional controls.

82. Furniture moving

Moving of furniture shall be limited to the times established by the Board and the Board, in its sole discretion, may establish a schedule of permitted moving which shall ensure the least disturbance to other owners.

83. Recreational use of common property

No portion of the common property shall be used for recreational purposes by any owner and no owner shall permit any other person to use those areas, except as otherwise permitted in the Board's discretion and if the consent of the Board is first obtained in writing.

84. Maintenance

1. The Corporation shall regularly maintain grass, trees, shrubs and all walks in or about the common areas on behalf of the owners, and the Corporation shall maintain roadways, parking areas and common area lighting; except that the Corporation is not responsible for the care and maintenance of any maintenance areas which are the responsibility of individual owners under these Rules.
2. Each owner is responsible for the repair and maintenance of his or her unit.
3. Where a unit owner fails to maintain or repair, in a manner satisfactory to the Board or its representative, those items for which he or she is responsible after ten days' written notice to do so given by the Board or its representative, the Board or its representative, may do or cause to be done the maintenance or repair and the unit owner shall reimburse the Corporation for all monies expended by it for labor, materials, normal overhead and all costs, including indemnification of the Corporation's Advocates and his or her own client costs, incurred in respect of the maintenance or repairs.

4. The Board or its representative may use all or any of the remedies open to it or as set out in these Rules, to recover monies expended by the Corporation under sub rule (3), and such monies shall be a charge upon the unit owner.
5. Notwithstanding anything to the contrary expressed or implied in these Rules, each owner is responsible for damage caused to the common property, including all items set out in rule 21 (j) (i), by any willful or negligent acts of himself or herself, his or her pets, members of his or her family, tenants, invitees, contractors or licensees.
6. Where an owner fails to repair damage caused to the common property in a manner satisfactory to the Board or its representative, the Board, or its representative, may do or cause to be done such repair and the owner affected agrees to and shall reimburse the Corporation for all monies expended by the Corporation for labor , materials, normal overhead and all costs, including indemnification of the Corporation's advocate and his or her own client costs, incurred in respect of the doing of such repairs.
7. The Board or its representative may use all or any of the remedies open to it as set out in these Rules, to recover from the unit owner, monies expended by the Corporation under sub rule (6), and such monies shall be a charge upon the owner to the same extent as they would be if they were unpaid common expenses charges assessed upon his or her unit.

85. Common expenses

The common expenses or condominium fees of the Corporation include the following:-

- a) All levies or charges on account of electricity, water, gas and utility services supplied to the Corporation;
- b) The cost of and charges for all management fees;

- c) All costs and charges on account of landscaping and maintenance of the common property;
- d) All reserves for repairs and replacements of common property and portions of units or buildings, the repair or replacement of which is the responsibility of the Corporation;
- e) All costs of and charges for maintenance and repair of those portions of each unit for which the Corporation is responsible;
- f) All costs of and charges for maintenance and repair of the common property for which the Corporation is responsible; repetition of (d)
- g) All costs of and charges for consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all auditing, accounting, engineering and legal fees and disbursements.
- h) The amount of all costs and expenses whatsoever, including all maintenance and repair costs, financing charges, common expenses, municipal taxes, unit charges, and all utilities charges, for or in respect of any unit owned by the Corporation itself;
- i) Reserves for future maintenance and expenses and the capital replacement reserve fund;
- j) All fees and charges for insurance for which the Corporation is responsible and the insurance trustee;
- k) All obligations of the Corporation or the Board created by the Act or these Rules;
- l) All newsletter, printing and postage costs;
- m) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- n) All costs of providing security services; and
- o) Any other costs that the Board may deem necessary

86. Assessment for common expenses

- a. At least thirty days before the beginning of each calendar year, the Board or at its request, the managing agent, shall prepare estimates of the amount of the common expenses that will be incurred or required in that calendar year, including a reasonable allowance for contingencies and replacements plus any surplus from the funds collected in the previous year, in these Rules referred to as estimated common expenses.
- b. The estimated common expenses for each year shall be assessed in apportioned and levied upon the owners in proportion to the unit factors as shown on the condominium plan.
- c. The Corporation is liable for the amount of any assessment against units owned by the Corporation.
- d. The Board may levy and assess owners in similar proportion for costs and charges for common expenses, estimated or incurred.
- e. If the amounts estimated under sub rule (1) prove inadequate for any reason, including non-payment of the owner's assessment, the Board may, at any time, levy further assessment or such further assessment as are required in similar proportions.
- f. Each owner is obligated to pay any and all assessments under this rule to the Board or the managing agent to the account of the Corporation, as directed by notice, in equal monthly installments on or before the first date of each month during the calendar year for which the assessment is made, or in such other manner as the Board or the managing agent, with the consent of the Board as the case may be, shall designate.
- g. Where the owner fails to pay the prescribed sum within the time specified in sub rule (6) the defaulter shall further pay interest on all assessments or payments in arrears at the current bank rate calculated from the date due of the sum.
- h. The Corporation is entitled to enforce its lien, charge and security and pursue remedies as may be available to it at law or in equity, from time to time, and

any legal costs incurred by the Corporation shall be payable on an Advocate – client basis.

- i. Nothing provided in this rule shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.
- j. In these Rules, common assessments or common expense levies may be referred to as condominium fees.
- k. The omission by the Board before the expiry of any year, to fix the assessments for that year or for the next year, shall not be deemed a waiver or modification in any respect of these Rules, or release of the owner or owners from their obligations to pay the assessments, or any installments for that or any subsequent year, but the monthly installments for the preceding year shall continue until new installments are fixed. No owner may exempt himself or herself from liability for his or her contributions toward the common expenses by waiver of use or enjoyment of any of the common property, or by vacating or abandoning his or her unit.
- l. The treasurer of the Board, or the managing agent, shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the common property, specifying and itemizing the maintenance incurred, and records and vouchers authorizing the payments involved which shall be available for examination by an owner at convenient business hours on working days.

87. Default in payment of assessments, liens, installments and payments.

1. The Corporation shall have a lien and charge upon and against the estate or interest of the owner for any unpaid common assessment or condominium fee, installment or payment, including interest on arrears due to the Corporation in respect of his or her unit, and that lien shall be a first, paramount lien against such estate or interest subject only to the rights and priorities of the mortgagee under any mortgage registered against that unit before the date that the assessment, installment or payment fell due and the rights of any local authority in respect of unpaid taxes, assessments or levies of any kind against

the unit title or interest of that owner, but subject also to this Act and the Registration of Titles Act.

2. The Corporation has the right to register a caveat against the unit title or interest of an owner in respect of the lien or charge for the amount of the unpaid assessment installment or payment, but the caveat shall not be registered until after the expiry of thirty days after the due date for the first payment in arrears.
3. The Corporation is entitled to be paid by the defaulting owner on an indemnification basis, the Corporation's advocate and his or her own client costs incurred in preparing and registering the caveat and is discharging the caveat and shall not be obligated to discharge any caveat until all arrears of the owner, including interest and all such legal costs are fully paid.
4. Nothing in this rule shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.
5. Any other owner or person, firm or company whatsoever may pay any unpaid assessment, installment or payment after the expiry of thirty days after the due date for payment by the owner in default, with respect to a unit, and upon such payment being made, that person, firm or company shall have a first, paramount lien, subject to the estates or interests referred to in sub rule (1) is entitled to file a caveat in respect of the amount so paid on behalf of the owner in default, and is entitled to enforce his or her lien, thereby created, in accordance with this rule.
6. Notwithstanding any other term, condition or provision contained or implied in these Rules, each unpaid assessment, installment or payment shall be a separate, distinct and personal debt and obligation of the owner against whom it is assessed and collectible.

7. The Board may, by resolution, accelerate all payments in the balance of the budget year from any owner in arrears, and all such payments shall become due and payable immediately and may be collected in the manner set out in these Rules.

88. Collection of contributions

The Board on, behalf of the Corporation, may collect the contribution of owner's condominium fees for administration expenses for the common property and other obligations of the Corporation by monthly installments.

89. Estoppel certificate

Any certificate as to the owners' position with regard to common expense assessments or otherwise, issued by the Corporation under the corporate seal, shall have the effect of an estoppel and the Corporation and all owners shall be estopped from denying the accuracy of that certificate against any mortgagee, purchaser or other person dealing with the unit owner but this shall not prevent the enforcement against the unit owner of all obligations of the unit owner, whether "improperly stated in that estoppel certificate or not.

90. Mortgage protection

Notwithstanding any other provision of these Rules, the Corporation's lien, charge or security provided for in these Rules is subject to, and shall not affect the rights of the holder of any mortgage registered against a unit before the recordings of the Corporation's lien or charge upon the unit title, and the Corporation, or the Board, shall, upon the request of the registered mortgagee, at the expense of the Corporation, execute and deliver such postponements, agreements or instruments of subordination as the mortgagee shall reasonably require to fully and effectively establish or maintain its priority over the assessments, installment or payment due to the Corporation, unless otherwise stipulated by law.

91. Notice of default to mortgagee

Any notice of default sent to an owner shall also be sent to all those mortgagees holding registered mortgages of the owner's unit, and who have notified the Corporation of their mortgages.

92. Notice

1. Every notice, demand or request permitted or required to be given or served on a unit owner shall be deemed to be properly and effectively given or served:
 - a. Upon the Corporation, if delivered by hand to the office of the managing agent, or mailed by depositing the notice in a post box, enclosed in a postage –prepaid envelope addressed to the owner at the registered address of his or her unit, or to an address provided by the owner under these Rules;
 - b. Upon a mortgagee of a unit
 - c. By delivery by hand to the mortgagee or if the mortgagee is a company, to a person in authority for the mortgagee or
 - d. By mail, by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the mortgagee at the registered address of that mortgagee notified to the Corporation' except that any notice providing for or contemplating any meeting or any acts or steps that would, if approved or taken, involve the winding up of the Corporation, shall be given by prepaid registered mail addressed to the mortgagee.
2. The Corporation may change its address for service by resolution of the Board and causing the change in address to be recorded with the Registrar General.

93. Security

1. Residents are obliged to co-operate with any request and abide by any rules laid down by the Corporation in regard to security in the Complex.
2. No Persons shall be allowed to enter the complex without first identifying themselves via the intercom system.
3. All residents must acquaint their servants and children with all security rules.

94. Refuse disposal

An owner or occupier of a unit shall:

- a) Maintain in a hygienic and dry condition, a receptacle for refuse within his/her unit or his exclusive area
- b) Each owner or occupier shall place their refuse bag, in the refuse area in the bins provided
- c) Ensure that before refuse is placed in such a receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained, cardboard boxes are to be flattened and placed in the refuse area
- d) Persons living rubbish on any part of the common areas are liable to persecution and such offenders must immediately be reported to the Corporation

95. Pool Area

- 1) This area is restricted to residents only at all times
- 2) Children under the age of 12 must be accompanied by an adult at all times
- 3) No radios, disco, noise of any nature are permitted at any time of the day or night
- 4) No animals are allowed in the pool area

- 5) The Corporation will not be held responsible for any damage, loss or injury of any nature whatsoever
- 6) Owners/residents/visitors may not tamper with and/or remove or in any manner interfere with the pool equipment/chemicals at any one time
- 7) The Corporation withholds the right to access of the pool area should any of the above mentioned rules be contravened

96. Owners leasing flats

Should any owner who is lawfully able to do so, wish to let his/her unit or allow any change in occupation thereof, he/she shall prior to doing so be obliged as a condition precedent thereto, to advise the Board of Directors of his/her intention to rent his/her flat. The owner remains liable for the payment of levies in advance

97. Domestic Employees

1. All helpers shall be registered with names and Identification Card numbers granted by the Corporation
2. All helpers shall comply with these rules
3. It is strictly prohibited for any helper to loiter on common property and/or to be unduly rowdy at any one time

98. Eradication of pests

An owner or occupier shall keep his/her unit free of white ants, and all such other insects, rodents and shall permit the Corporation, the Managing Agent and all duly authorized agents to enter upon his/her unit from time to time for purposes of inspecting the unit and taking all reasonable steps to eradicate the pests. The cost of eradication any such pests shall be borne by the occupier of the unit concerned.

99.Right of admission reserved

The right of admission to the lugogo lifestyles developments shall at all times remain reserved at the discretion of the Corporation

100.Ammendment of rules

These rules shall from time to time be ammended

Schedule 1

(Under rule 24(c))

THE REPUBLIC OF UGANDA

THE REGISTRATION OF TITLES ACT (CAP 230)

SPECIAL POWER OF ATTORNEY

By this Power of Attorney granted this..... Day of 2010, We/I of P. O. Box..... Kampala do HEREBY APPOINT, NOMINATE and ORDAIN LUGOGO DEVELOPMENTS LTD of P. O. Box 3554 Kampala to be my/ our true and lawful attorney with full power and authority in my/our stead to do any or all of the following things:

- i. To perform all obligations concerning the leasing of my unit, unit numberlocated at Leasehold Register Volume 3899, Folio 24, Plots 32A, 34,36A and M804 popularly known as Lugogo Lifestyles and deciding on the suitability of any proposed tenant therein.
- ii. To take part in any dealings that involve the proposing of the fair market rent for the rental of the above unit
- iii. To receive all payments and transactions related with the above-mentioned tenancy on our behalf.
- iv. To generally do anything necessary to give full effect to the authority of this power.

AND WE/I, being the Registered Proprietor(s) ,do hereby declare that all receipts, deeds, acts, matters and things which shall be executed by the above attorney, given, made for the purposes aforesaid, shall be good, valid and effectual for all purposes and intents as if the same had been given, made and done by us/me in our/my names.

AND WE/I, by fixing our/my hand hereunto this deed DO HEREBY REVOKE, all previous Powers of Attorneys granted unto any other party by ourselves/ myself in as far as this subject matter is concerned.

AND WE/I DO HEREBY UNDERTAKE to ratify at all times whatsoever may be done by our/my attorney concerning the above property and certificate of title thereto by virtue of this Power of Attorney.

IN WITNESS WHEREOF, we/I set hereunto our/my hand and seal on the date first above mentioned.

SIGNED & DELIVERED by]

The said,

.....]

.....

DONOR

.....]

.....

DONOR

In the presence of]

.....

BEFORE ME

.....

COMMISSIONER FOR OATHS

Drawn & Filed by

Shonubi, Musoke & Co

Advocates & Solicitors

SM Chambers,

Plot 14 Hannington Road,

P.O. Box 3213,

Kampala