

TELEPHONE: 244-3420  
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LANDS & SURVEY DEPARTMENT  
P.O. BOX 1089GT  
GRAND CAYMAN  
CAYMAN ISLANDS, BWI

IN ANY REPLY,  
PLEASE QUOTE  
REF NO: S.P. NO. 619

19 September, 2012

The Proprietors Strata Plan No. 619  
P.O. Box 30596  
Grand Cayman KY1-1203

STRATA PLAN NO. 619 - COCONUT VILLAGE

Pursuant to Section 21(5) (1998 Revision) of the Strata Titles Registration Law, Notice is hereby given that the By-Laws of the above Strata Plan have been amended and this has been recorded on the Strata Plan.

See S. 1784 dated 19<sup>th</sup> September, 2012.

  
\_\_\_\_\_  
REGISTRAR OF LANDS

CAYMAN ISLANDS

STRATA TITLES REGISTRATION LAW (1996 REVISION)

NOTIFICATION OF AMENDMENT OR VARIATION OF BY-LAWS

Strata Plan No. 619

IN PURSUANCE OF Section 21(5) of the above Law, the Proprietors, Strata Plan No. 619 passed the following resolution:-

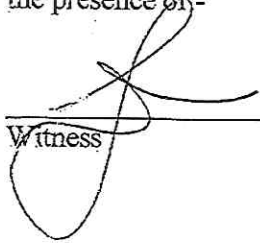
"BE IT RESOLVED that the by-laws of the Corporation be amended and varied as follows:-


- (a) by the addition to the by-laws set out in the First Schedule to the Law of the by-laws set out in the First Schedule to this resolution;
- (b) by the deletion of the by-laws set out in the First Schedule to the Law (other than the by-law added to it by this resolution);
- (c) by the addition to the by-laws set out in the Second Schedule to the Law of the by-laws set out in the Second Schedule to this resolution; and
- (d) by the deletion of the by-laws dated 14 May 2010;

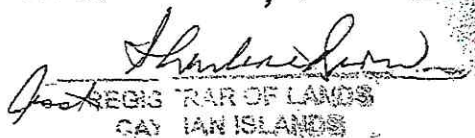
all expressions defined in the Law having the same meanings in this resolution."

THE COMMON SEAL of THE PROPRIETORS, STRATA PLAN NO. 619

was affixed on the 11th day of September 2012 in the presence of-

  
Witness

  
MEMBERS OF THE EXECUTIVE COMMITTEE

REGISTERED  
HIS 20 DAY OF Sept 2012  
  
REGISTRAR OF LANDS  
CAYMAN ISLANDS



CAYMAN ISLANDS

STRATA TITLES REGISTRATION LAW (1996 REVISION)

NOTIFICATION OF AMENDMENT OR VARIATION OF BY-LAWS

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- (b) by the deletion of the by-laws set out in the First Schedule to the Law (other than the by-law added to it by this resolution);
- (c) by the addition to the by-laws set out in the Second Schedule to the Law of the by-laws set out in the Second Schedule to this resolution; and
- (d) by the deletion of the by-laws dated 14 May 2010;

all expressions defined in the Law having the same meanings in this resolution."



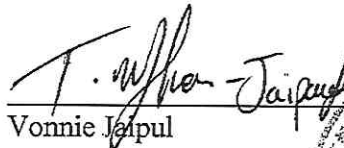
Alexander Mena – Hebbert



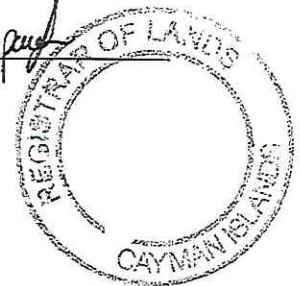
Namdeo Jaipul



Kel Thompson



Vonnie Jaipul



**FIRST SCHEDULE**  
**"COCONUT VILLAGE"**  
**STRATA CORPORATION BY-LAWS**  
**STRATA PLAN NO. \_\_\_\_\_**

**AMENDMENT OF BY-LAWS**

The by-laws in this First Schedule and in the Second Schedule may not be amended or varied except as follows:-

- (a) in respect of those in this First Schedule, by a unanimous resolution as defined in the Law;
- (b) in respect of those in the Second Schedule, by either:-
  - (1) a resolution passed by a majority of Proprietors registered as the holders of not less than three-quarters of the total Unit Entitlement of all the Strata Lots at a general meeting of which notice specifying the proposed resolution has been given; or
  - (2) by a resolution in writing signed by all the Proprietors (or being corporations by their duly authorised representatives) except that the vote of any Proprietor whose Strata Lot has been charged to a registered chargee who has given notice of his charge to the Corporation must be exercised by the chargee to the exclusion of the Proprietor.

**SECOND SCHEDULE**

**GENERAL**

1. In these by-laws:-

"Common Property" means so much of the land and buildings comprised in the Strata Plan as is not comprised in any Strata Lot;

"the Corporation" means Coconut Village Strata Corporation being the Proprietors, Strata Plan No. 619

"the Developer" means Constellation Development Ltd. or its nominee;

"the Development" means the residential apartment development the subject of the Strata Plan known as Coconut Village and comprised of apartments referenced by apartment



numbers 1 through 8, 9, 11, 13, 15, 35 and 37 together with the common property and a number of raw land strata lots referred to as 'RL Units'.

"Executive Committee" means the Executive Committee of the Corporation, constituted under these by-laws;

"the Law" means the Strata Titles Registration Law (1996 Revision) and amendments to it;

"Proprietor" means the registered proprietor for the time being of one or more Strata Lots and where such reference to Proprietor refers to rights, access, use and enjoyment of Common Property together with any other similar right of use or enjoyment, Proprietor shall also include the guests, tenants and invites of Proprietor.

"RL Units" shall be such buildings that may be constructed on a raw land strata lot and which are not joined to any other unit(s) and in respect to which the Proprietor is responsible for the maintenance and insurance related to said Strata Lot and the term RL Unit shall, if the context so requires, mean the raw land strata lot as shown on the Strata Plan or the raw land strata lot together with the building erected thereon.

"the Seal" means the Common Seal of the Corporation;

"the Secretary" means any person appointed to perform the duties of the Secretary of the Corporation;

"Strata Lot" means a residential lot shown as such in the Strata Plan, and where the context admits includes all its appurtenances;

"the Strata Plan" means the Strata Plan registered under the Law, No. 619;

"Unit Entitlement" has the meaning attributed to it by the Law.

A duty or obligation imposed is to be performed and a right, power or discretion conferred is to be exercisable, in each case from time to time.

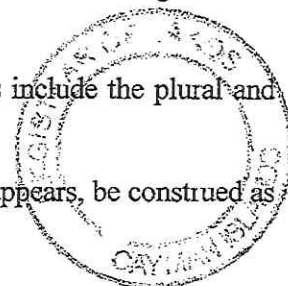
Unless inconsistent with the context or subject matter or circumstances, a duty not to do something includes a duty not to permit or suffer others to do it.

Consent, notice, requisition and approval must be in writing.

Unless the context otherwise requires, words or expressions bear the same meaning as in the Law, or any statutory modification of it in force.

Words of one gender include any other gender, and singular words include the plural and vice versa.

Expressions referring to writing must, unless the contrary intention appears, be construed as



including all means of representing or reproducing words in a visible form.

### COMMENCEMENT CONDITIONS PRECEDENT

2. Notwithstanding anything to the contrary in these by-laws, until the Developer is no longer the Proprietor of one of the Strata Lots or until the 31st day of December 2020, whichever first occurs, the following provisions have effect and will prevail:-
- (1) Extraordinary general meetings of the Corporation may be called only at the Developer's sole discretion;
  - (2) At any general meeting the Developer will on a poll be entitled to such number of votes as is equal to all of the votes cast at the meeting by persons other than the Developer plus two additional votes; and
  - (3) Annual General Meetings of the Corporation shall not transact any special business but shall be restricted to the consideration of the accounts alone; and
  - (4) The Executive Committee and any subcommittee thereof or any other committee shall be appointed by the Developer. If the Developer is the registered Proprietor of at least one of the Strata Lots within the Development after December 31, 2016 then the Executive Committee must consist of five (5) persons, two (2) of whom will be appointed by the Developer. For the avoidance of doubt, the Developer shall be entitled to vote for any Proprietor not nominated by the Developer but nominated by any other Proprietor in accordance with these by-laws.

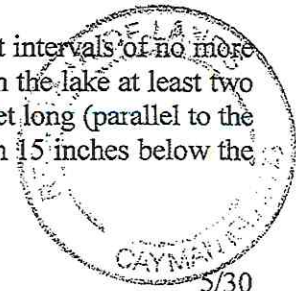
### SPECIAL PROVISIONS in Respect of RL Units

Notwithstanding anything to the contrary in these by-laws:

- (1) The Proprietor of each RL Unit shall have access to the Common Property in accordance with these Strata Corporation by laws.
- (2) The Proprietor of each RL Unit shall have the right to erect a fence around his unit, subject to such fence in all respects matching the color, height and style of the fence at the entrance of the Development. Where a Proprietor wishes to have a fence which fails to meet the preceding criteria, the Proprietor shall request and obtain permission of the Executive Committee for such fence prior to commencement of construction. In all cases where a Proprietor erects a fence, such fence shall make provision to allow the unimpeded flow of water within the swale system in those instances where a swale which is a part of the drainage system of the Development falls within the RL Unit. In all cases where a Proprietor installs a gate to his Strata Lot, such gate shall be set back at least 3 feet from the Common Property adjoining

such lot and the gate must open inward over the Proprietor's Strata Lot.

- (3) The Proprietor of each RL Unit shall:
- a. shall keep in a state of good and serviceable repair and properly maintained the goods and other equipment, fixtures and fittings used in connection with the RL Unit including but limited to the roof and all exterior parts of the building, landscaping and parking lots and shall pay for all costs and expenses in relation to the same;
  - b. shall maintain, repair and renew where reasonably necessary, pipes, wires, cables and ducts for the time being existing in the lot owned and capable of being used in connection with the enjoyment of the lot owned and shall pay for all costs and expenses relating to the same;
  - c. shall maintain the RL Unit in a manner consistent with a first class private residential lot and shall pay for all costs and expenses in relation to the same;
  - d. insure any erected structure(s) or any new units subsequent to these by-laws on the lot owned and keep insured against loss or damage by fire or riot, civil commotion, malicious damage, explosion, storm, hurricane, earthquake, flooding, inundation from the sea, impact or damage caused by aircraft or anything falling or dropping from them or fire caused by any of those risks and such other risks with such insurance company of repute as he decides to an amount equal to its full replacement value plus surveyors', architects' and lawyers' fees with such full replacement value to be substantiated by a professional valuation undertaken at least every four years or more often as necessary;
  - e. pay all insurance amounts necessary to keep them in force within fourteen (14) days after they become due, and produce the policies and the receipts for every payment to the Strata Corporation on demand;
  - f. pay all existing and future rates, taxes, assessments and outgoings at any time imposed on or payable in respect of the RL Unit.
  - g. not place or keep any dustbin or other container for refuse or rubbish outside his Strata Lot and place all refuse and rubbish securely wrapped in polythene bags in the receptacle provided by the Corporation within the Common Property;
  - h. not erect any clothes line or any permanent structure on his Strata Lot without the permission of the Executive Committee
  - i. In the case of any RL Unit which has a boundary on a lake, at intervals of no more than thirty feet, provide an exit area which shall extend in from the lake at least two feet into the shore of the Strata Lot and shall be at least four feet long (parallel to the boundary of the lake) and this exit area shall be no deeper than 15 inches below the

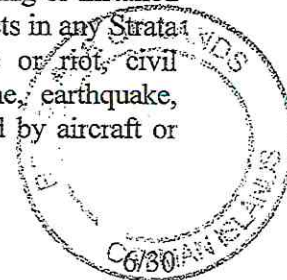


surface of the lake and no shallower than 6 inches below the surface of the lake measured when the lake is at normal levels. Where a unit boundary on a lake is of less than 40', only one exit area shall be required, if the boundary on a lake exceeds 40', at least two exit areas shall be provided.

### THE CORPORATION

3. The Corporation must:-

- (1) control, manage and administer the Common Property for the benefit of all Proprietors so that the Development is kept up and maintained as a first class private residential development;
- (2) keep in a state of good and serviceable repair and properly maintained the goods and other equipment, fixtures and fittings used in connection with the Common Property, including the various amenities such as a swimming pool (if any);
- (3) where practicable, establish and maintain suitable lawns and gardens on the Common Property. The Corporation will not be responsible for the maintenance of any fence or structure that the Executive Committee may approve on any Strata Lot. In establishing gardens, the Executive Committee must take all reasonable steps to plant trees and shrubs which will not block or impede the view of the lake front Strata Lots and keep such trees and shrubs planted properly trimmed and controlled. The Executive Committee may cause any tree, plant or shrub which is impeding the view of the Strata Lot to be removed or trimmed at the request of the Proprietor of the Strata Lot and the Executive Committee is not required to get the approval of the members in the General Meeting.
- (4) maintain, repair and renew where reasonably necessary, fences, ancillary buildings, access ways, pipes, wires, cables and ducts for the time being existing in the Development and capable of being used in connection with the enjoyment of more than one Strata Lot or of the Common Property;
- (5) pay all existing and future rates, taxes, assessments and outgoings at any time imposed on or payable in respect of the Common Property;
- (6) (a) insure the relevant parts of the Development (which, for this purpose includes excludes RL Units) together with the Common Property and all amenities, furniture, fittings and equipment at any time standing or installed on or in it but excluding furniture, contents and personal effects in any Strata Lot and keep it insured against loss or damage by fire or riot, civil commotion, malicious damage, explosion, storm, hurricane, earthquake, flooding, inundation from the sea, impact or damage caused by aircraft or



anything falling or dropping from them or fire caused by any of those risks and such other risks as the Executive Committee thinks fit with such insurance company of repute as it decides to an amount equal to its full replacement value plus surveyors', architects' and lawyers' fees with such full replacement value to be substantiated by a professional valuation undertaken at least every four years or more often as the Executive Committee sees fit;

- (b) insure with an insurance company of repute against liability for injury to persons in, on or about the Development (as defined in sub-paragraph (a) of this sub-clause) and against such other risks and such a sum as the Executive Committee considers reasonable;
  - (c) insure with an insurance company of repute against any liability of the members of the Executive Committee which may arise, whether to the Corporation, the Proprietors or third parties, (including the costs and expenses of defending any action brought against them or any of them or in connection with an appeal from any judgment against them) in their capacity as members of the Executive Committee or otherwise as officers of the Corporation (including but not limited to any action for breach of their duties, except in the case of fraud, as members of the Executive Committee) and against such other risks and in such a sum as the Executive Committee thinks reasonable; and in addition, the risks insured against may include amounts paid in settling or otherwise disposing of a threatened action or a pending action and costs and expenses incurred in connection with it; and
  - (d) take out the insurance in the name of the Corporation and the Proprietors and pay all amounts necessary to keep them in force within fourteen (14) days after they become due, and produce the policies and the receipts for every payment to the Proprietors or their chargees on demand;
- (7) subject to and in accordance with clause 38, as often as the Development or any part of it is destroyed or damaged by any insured risk, rebuild and reinstate the relevant part of it which, for the purpose of this sub-paragraph excludes all structures on RL Units in accordance with the regulations and planning or development schemes of any competent authority for the time being affecting it and apply any insurance money received towards rebuilding or reinstating the Development;
- (8) subject to the contribution and payment by the Proprietors as provided in these by-laws, keep the Common Property and any personal property which the Corporation owns clean and tidy and in a good state of repair and condition and renew and replace all worn or damaged parts other than parts in RL Units and in particular (but without prejudice to the generality of these provisions) paint those parts of the Development which are usually painted (excluding the interior of the Strata Lots and all parts of RL Units) in a proper and workmanlike manner as often as is necessary;



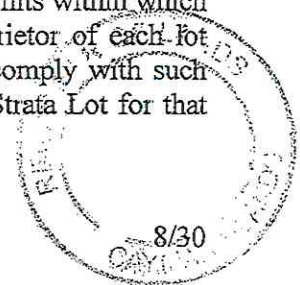
EXCEPT that:-

FIRSTLY, nothing in these by-laws will prejudice the Corporation's right to recover from the Proprietor of any Strata Lot or any other person the amount or value of any loss or damage suffered by or caused to the Corporation or the Common Property by the negligence or wrongful act or default of the Proprietor of any Strata Lot or that other person;

SECONDLY, neither the Corporation nor the Executive Committee will in any way be held responsible for any loss or damage whatever caused by any neglect or failure to maintain the Common Property or by any defects of or in relation to the Common Property or in or to any services or pipes or other parts of it; and

THIRDLY, before repairing any joist or beam or wall to which is attached any ceiling or floor of any of the Strata Lots and before carrying out repairs or works to the Common Property for which it requires access to any one or more Strata Lots, it must give reasonable notice (which shall except in cases of extreme urgency be at least forty-eight (48) hours notice) to the Proprietor and will on giving notice be entitled to repair the joist or beam or carry out the repairs or works and in doing so have any required access to any of the Strata Lots but must act carefully and reasonably, doing as little damage as possible to the Strata Lots, and at its own expense making good all damage done;

- (9) secure for each of the Strata Lots and the Common Property to the best of its ability, a constant supply of potable water to each Strata Lot and the Common Property. For the avoidance of doubt, the Proprietor of each Strata Lot shall be responsible for payment of charges incurred in respect to its water meter and each Proprietor shall maintain his own account with the relevant utility.
- (10) keep and retain minutes of its meetings;
- (11) provide a dust bin or other adequate receptacle for rubbish for the use of each Strata Lot and arrange for the disposal of rubbish deposited in it;
- (12) maintain an updated Register of Proprietors and chargees of all persons registered under the Registered Land Law (1995 Revision) as Proprietors and/or chargees of Strata Lots according to the information supplied to the Corporation under the provisions of clause 5(8). The Register must contain information on all notices sent by chargees to the Strata Corporation;
- (13) Ensure that the swale system which forms a part of the drainage system of the Development is maintained and functions in accordance with the plan attached to these by-laws and marked 'Swale System' and in the case of RL Units within which a part of the swale system is contained to ensure that the Proprietor of each lot complies with this requirement and where a Proprietor fails to comply with such requirements, may by its officers or authorised agents enter the Strata Lot for that



purpose and carry out the necessary repairs or works and recover the cost from the Proprietor as a debt payable on demand.

- (14) save for in respect to RL Units to which this clause does not apply, allocate at least two parking spaces for use by the Proprietor or occupier of each Strata Lot and keep at least one (1) of the two parking spaces marked for use by the Proprietor or occupier of each Strata Lot, such space to be located as conveniently as possible adjacent to the Strata Lot;
- (15) In the case of any Common Property which has a boundary on a lake, at intervals of no more than thirty feet, there shall be provided an exit area which shall extend in from the lake at least two feet into the shore and shall be at least four feet long (parallel to the boundary of the lake) and this exit area shall be no deeper than 15 inches below the surface of the lake and no shallower than 6 inches below the surface of the lake measured when the lake is at normal levels. Where a unit boundary on a lake is of less than 40', only one exit area shall be required, if the boundary on a lake exceeds 40', at least two exit areas shall be provided;
- (16) during the first five (5) years of its operation build up a reserve fund for the maintenance of the Common Property and amenities in an amount which the Executive Committee determines and keep it on an interest bearing account, and use it only for renewals and replacements that go beyond normal repair and maintenance unless the Corporation otherwise resolves by a two-thirds majority;
- (17) the Executive Committee may every five years decide to increase the amount which should be kept in the reserve fund;
- (18) impose and collect fees payable by Proprietors and their servants, agents, licensees, invitees or visitors for the use of any amenities and other common facilities owned or operated by the Corporation, as the Executive Committee decides; and
- (19) establish and maintain a fund for administrative expenses sufficient, in the Executive Committee's opinion, for the control, management, repair, replacement, administration and use of the Common Property and other property owned by the Corporation, to pay insurance premiums and to discharge any of the Corporation's other obligations, and all other costs and expenses which the Corporation incurs in connection with performing its duties under the Law and these by-laws.

Such fees shall be segregated into three main categories namely :

Fee A which shall relate to expenses arising from the control, management, repair, replacement and administration and use of the common property enjoyed by all proprietors and includes but is not limited to garbage disposal, the drive ways, walls around the development, gates to the development, the pool, lakes, the administration building and common landscaping that is not within the area specified in Fee B. For the avoidance of doubt, Fee A shall not apply to nor be levied against any unit until such unit has been built and a

certificate of occupancy for such unit has been issued but shall apply to every unit within the Development after the issue of a certificate of occupancy for such unit. The areas from which Fee A shall be derived are designated by the yellow area on the drawing attached at the end of these by laws.

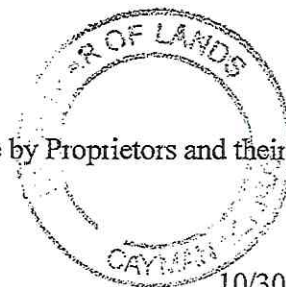
Fee B shall relate to the area around and including apartments numbered 37, 15, 1-8, 9,11,13 and 15. This fee shall relate to expenses arising from the control, management, repair, insurance, replacement and administration and use of the common property related to said units. Fee B shall be levied on and collected only from Strata Lots located within the area specified in Fee B of this sub-clause. For the avoidance of doubt, Fee B shall not apply to nor be levied against any unit not mentioned in this sub-clause nor shall it apply to any units within this sub-clause until such units have been built and a certificate of occupancy for such units has been issued. The areas from which Fee B shall be derived are designated by the pink area on the drawing attached at the end of these by laws.

Fee A and Fee B shall be levied and collected from Proprietors of Strata Lots to which said fees apply in proportion to the Unit Entitlement of said Strata Lots.

Additionally, a user fee in respect to sewage treatment costs shall be levied on all units which are connected to the sewage system within the common property. No sewage treatment user fee shall be levied on units which have their own sewage treatment system and are not connected to the common sewage system contained within the Development. The amount levied in respect to sewage treatment shall vary in accordance with the number of bedrooms within a unit and shall be referred to as an "SI Value". A two bedroom unit shall be assigned an SI Value of 100, a three bedroom unit shall be assigned an SI Value of 125 and a four bedroom unit shall be assigned an SI Value of 160. The amount levied on each unit shall be derived by : SI Value assigned to such unit divided by the total SI Value within the Development at said time multiplied against the total costs related to the administration, repair and use of the sewage treatment system within the Development. In the event that the government mandates a public sewage system, any unit not connected to the common sewage system at the time shall bear the cost of connecting that unit to the government mandated system and the unit shall thereafter be treated like any unit that had been connected to the common sewage system including the assignment of the SI Value set out above.

4. The Corporation may:-

- (1) purchase, hire or otherwise acquire personal property for use by Proprietors and their



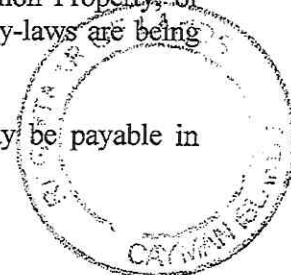
servants, agents, licensees, invitees and visitors in connection with their enjoyment of the Common Property or amenities of the Development;

- (2) borrow money which it requires to perform its duties or exercise of its powers;
- (3) secure the repayment of money which it borrows and the payment of interest on it by negotiable instrument or charge on unpaid contributions (whether levied or not) or charge over any property vested in it, or by any combination of those means;
- (4) invest any money in the fund for administrative expenses as it determines;
- (5) make an agreement with the Proprietor or occupier of any Strata Lot to provide amenities or services to the Strata Lot or to its Proprietor or occupier;
- (6) do all things reasonably necessary for the enforcement of the by-laws and the control, management and administration of the Common Property and amenities of the Development, including making such rules and regulations as may be necessary for the reasonable enjoyment of the Common Property and amenities, and imposing such user fees as the Executive Committee thinks fit;
- (7) The corporation may, in the event of threat of hurricane or other natural or manmade disaster take reasonable precautions to protect the common property and those Strata Lots specified in Fee B and ensure that the cost of such protection is levied in accordance with the method set out in clause 3 (19); and
- (7) act as the agent of a Proprietor in respect of his Strata Lot in such manner as it is authorised so to do.

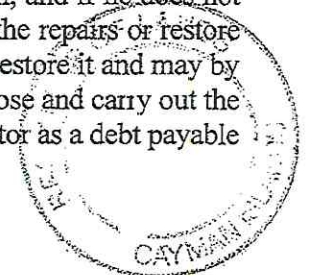
#### PROPRIETOR'S OBLIGATIONS AND POWERS

5. A Proprietor must:-

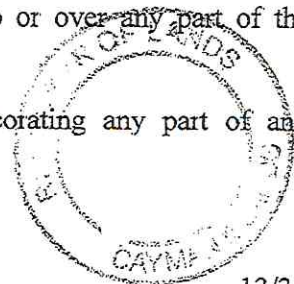
- (1) permit the Corporation and its agents, at all reasonable times on forty-eight (48) hours notice (except in case of emergency when no notice will be required), to enter his Strata Lot to inspect it and to maintain, repair or renew pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or Common Property, or maintain, repair or renew Common Property, or ensure that the by-laws are being observed;
- (2) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot including user fees;



- (3) pay on demand all amounts not payable at a fixed time which is owed to the Corporation at any time, together with interest as provided for in sub-clause (39), and in addition to any remedy which the Corporation has to recover those amounts, it may recover them in the manner stated in sub-clause (4) as if they were a contribution payable by the Proprietor to the Corporation.
- (4) Pay to the Corporation within fourteen (14) days of demand or at such times as the Executive Committee determines his pro rata share of all money necessary in the Executive Committee's opinion to establish and maintain the funds referred to in clauses 3(16) and 3(19) including any special contributions levied for those purposes, and also any expenses which the Corporation incurs in collecting any amount which the Proprietor owes the Corporation;  
AND:-
- (a) if he does not pay (together with interest accrued and ascertained as set out in sub-clause (39) of this by-law) within thirty (30) days of demand or the due date as the case may be or if he becomes bankrupt or makes any composition with his creditors or being a corporation enters into liquidation or is unable to pay its debts within the meaning of Section 94 of the Companies Law, then, and in any of those events, he irrevocably authorises the Corporation to enter into possession of his Strata Lot and further irrevocably appoints the Corporation to be the receiver of the rents and profits of his Strata Lot in each case until such time as he pays (together with interest accrued) the Corporation or the Corporation is paid pursuant to the appointment under this by-law; and should the Strata Lot not be rented he authorises the Executive Committee to rent it for such period as it thinks fit in order to recover the money due and owing to the Corporation, together with all expenses which it incurs in recovering it; and
- (b) if any Proprietor is more than thirty (30) days in arrears with any payment due to the Corporation, the Executive Committee may in addition to any other remedy which it has, disconnect or turn off any electrical or water services and change the locks on his Strata Lot in order to rent it and may enter his Strata Lot and remove any or all of the contents in it without being liable for any loss whatever so caused to the Proprietor and apply the rent received towards payment of any sums due to the Corporation; and for the purposes of this sub-clause, "Strata Lot" includes any goods in it as in the Executive Committee's opinion can be advantageously rented with it;
- (5) maintain his Strata Lot, and keep it in good repair and condition, and if he does not within thirty (30) days after notice from the Corporation make the repairs or restore his Strata Lot to good condition, the Corporation may repair or restore it and may by its officers or authorised agents enter the Strata Lot for that purpose and carry out the necessary repairs or works and recover the cost from the Proprietor as a debt payable on demand;



- (6) use and enjoy the Common Property in a manner so as not unreasonably to interfere with its use and enjoyment by other Proprietors or their servants, licensees, invitees, tenants or visitors and in accordance with such rules and regulations as the Executive Committee establishes;
- (7) not use his Strata Lot in any manner or for any purpose which causes any damage to any other Strata Lot or the Common Property or which might annoy others or is dangerous;
- (8) within twenty-one (21) days of the date of every transfer, lease, grant of probate or administration, mortgage, charge, discharge, order of the Court or other event or document or dealing relating to the Strata Lot, give notice of it to the Corporation, and in the case of a document send a copy of it to the Corporation with a registration fee of Fifteen Cayman Islands Dollars (CI\$15.00) or such other amount as the Executive Committee determines;
- (9) not use his Strata Lot for any purpose other than as a single family private residence; for the avoidance of doubt the rental of the Strata Lot to a single family is not a violation of this sub-clause.
- (10) not do anything in or on his Strata Lot which might prejudice any insurance on the Common Property, his Strata Lot, or any other Strata Lot or cause the rate of premium to be increased;
- (11) not damage or remove any structural wall or beam in his Strata Lot unless to hang pictures or other household effects or to remedy and make good any defects in it which he must remedy and make good accordingly; nor install any plumbing, piping, wiring or any appliance which will overload the existing wiring or equipment in his Strata Lot;
- (12) not make any structural alterations or additions in or to the Strata Lot without the Executive Committee's approval of the plans and specifications of them and make such alterations only in accordance with those plans and specifications when approved; and in this by-law the term "structural alteration" includes but is not limited to:-
  - (a) painting the exterior of his Strata Lot save if his unit is an RL Unit, he may repaint said unit as long as such repainting is done in accordance with the specifications set out in sub-clause (43)
  - (b) changing any door or window that opens on to or over any part of the Common Property;
  - (c) screening, enclosing, painting or otherwise decorating any part of any balcony; and

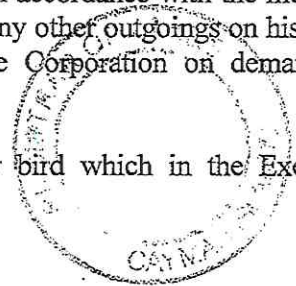


- (d) removing any addition or improvement or fixtures or walls from his Strata Lot or the Common Property or doing any act that in the opinion of any engineer or architect or similar qualified person retained by the Corporation could impair the structural soundness of the building in which his Strata Lot is situated or impair any easement over it;
- (13) do all works which any law requires to be done on or in respect of his Strata Lot (whether by landlord, tenant or occupier) and keep the Corporation indemnified against all claims, demands and liabilities in respect of them;
- (14) not do any act, matter or thing on or in respect of his Strata Lot which contravenes the provisions of any legislation in force in the Cayman Islands or of any approval or regulation given or made under it relating to development and planning or regarding the use of his Strata Lot or touching the safety, comfort or health of the persons occupying or using his Strata Lot; and keep the Corporation indemnified against all claims, demands and liabilities in respect of it;
- (15) permit the Corporation and the Proprietors of other Strata Lots to have access to and enter his Strata Lot as often as is reasonably necessary for them to do so to fulfil their obligations relating to the Common Property and to other Strata Lots;
- (16) not use his Strata Lot or any part of it for any illegal or immoral purpose, nor carry on any trade or business; except that renting his Strata Lot will not be a breach of this by-law;
- (17) pay on demand the cost of repairing any damage to any other Strata Lot or to the Common Property caused by the negligence of the Proprietor, his servants, agents, licensees, invitees, tenants or visitors unless the damage is covered by the insurance on his Strata Lot or any other Strata Lots or the Common Property in which case he must pay the amount of any excess or deductible payable on the policy of insurance and any amount which becomes payable by way of increased premium in the future because of the damage;
- (18) comply with any reasonable regulations which the Executive Committee makes to govern the use of the Strata Lots and the Common Property and for the management, use and administration of the Common Property and amenities, which regulations may restrict acts done on his Strata Lot or on the Common Property which in the Executive Committee's opinion are or are likely to be detrimental to the character or amenities of the Development, and ensure that they are observed by his servants, agents, licensees, invitees, tenants and visitors; BUT the Executive Committee will not be responsible to any Proprietor for the non-observance or violation of the regulations by any other Proprietor or person;
- (19) maintain, repair and where necessary replace all water, gas, sewerage, drainage,



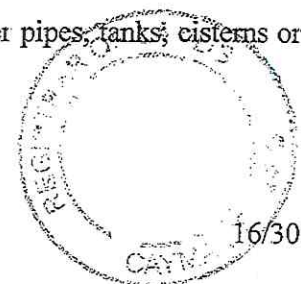
sinks, waste pipes, telephone and electricity connections within the boundaries of his Strata Lot which are exclusively for the benefit of his Strata Lot, and maintain, repair and replace any of those services beyond those boundaries or within those boundaries which are not exclusively for the benefit of his Strata Lot if the maintenance, repair or replacement becomes necessary because of the negligent act, omission or default of the Proprietor or of any other person on the Proprietor's Strata Lot, employing only contractors approved by the Executive Committee; and pay the cost of repairing all damage caused by water escaping from his Strata Lot or through the bursting or stopping up of pipes within his Strata Lot and give to the Executive Committee prompt notice of any accident to or defect or need for repair in any services to his Strata Lot or of any other circumstances likely to be or to cause any danger, risk or hazard to or which in any way may affect the Common Property or the property of any other person on the Common Property or any other Proprietor's Strata Lot; and if the Proprietor does not observe this by-law the Executive Committee may carry out any work, if necessary or desirable, to remedy the breach at the Proprietor's expense and the Executive Committee may recover the cost of the work from the Proprietor as a debt payable on demand;

- (20) at all times keep all the windows of his Strata Lot properly cleaned and at all times keep properly emptied and scoured all water closet pipes, sinks and drains within his Strata Lot whether or not used in common with other Proprietors, their tenants or occupiers;
- (21) not fix at any window of his Strata Lot whether externally or internally any venetian or other blinds except of such color and construction as is previously approved by the Executive Committee;
- (22) not without the Executive Committee's previous consent place anything on the outside walls of his Strata Lot and in particular, but without limiting the generality of this by-law, not without that consent fix or place any sign, poster, awning, canopy, shutter, radio or television antenna on the exterior walls or roof or other part of his Strata Lot; the Proprietor of a RL Unit may without seeking permission erect a radio or television antenna at the rear of his unit lot as long no part of such installation exceeds a height that is more than 42" above the floor level of said unit.
- (23) not without the Executive Committee's previous consent alter any electric wiring or water supply system so as to detrimentally affect any other Strata Lot or any part of the Common Property;
- (24) pay for all electricity, water, sewage and other services consumed or used in his Strata Lot to the persons supplying those services in accordance with the meters in or adjacent to his Strata Lot; and if any of them or any other outgoings on his Strata Lot are chargeable to the Corporation, repay the Corporation on demand the proportion attributed to his Strata Lot;
- (25) not keep in his Strata Lot any animal or bird which in the Executive

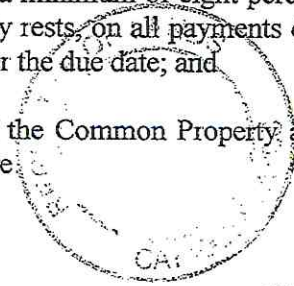


Committee's opinion causes a nuisance to other Proprietors and remove such animal or bird on the Executive Committee's direction; and if he does not within three (3) days after said request from the Corporation remove such animal, the Corporation may by its officers or authorised agents enter the Strata Lot for that purpose and remove and dispose of said animal as it sees fit and recover the cost thus incurred from the Proprietor as a debt payable on demand. A dog must kept on a leash when not inside a Strata Lot and for the avoidance of doubt, must not be allowed to roam unrestrained outdoors unless within a fenced enclosure. Any excrement from any animal on Common Property must be removed by the owner of such animal immediately.

- (26) not hang or expose outside his Strata Lot nor in the windows of it nor in any part of the Common Property except where specifically provided for, any clothes, linen, food or other articles; and not shake any carpet, mat, mop or duster from any window of his Strata Lot nor any part of the Common Property;
- (27) not make any undue noise in his Strata Lot at any time or make any musical or other sound audible outside his Strata Lot, nor at any time play any musical instruments, gramophone, wireless, television or other instrument so as to cause annoyance or inconvenience to the Corporation, or the Proprietors or occupiers of any other Strata Lot;
- (28) not cause on the Common Property or the grounds, drives and ways or any part of them any motor car or other vehicle belonging to him or to his servants, agents, licensees, invitees, tenants or visitors or to any person under his or their control to:-
  - (a) travel at an excessive speed or at speed in excess of any speed limit which the Executive Committee at its discretion imposes;
  - (b) travel over or remain on any grass verges, lawns or gardens;
  - (c) be, dismantled, serviced or repaired; or
  - (d) be parked or remain stationary except in the areas which the Corporation allocates to the Proprietor;
- (29) not hold any sale by auction in his Strata Lot;
- (30) take all reasonable and proper precautions to prevent damage to his Strata Lot or any other Strata Lot or the Common Property caused by:-
  - (a) the bursting or overflowing or leaking of any water pipes, tanks, cisterns or other apparatus in his Strata Lot; or



- (b) fire, hurricane and windstorm;
- (31) not place or keep any dustbin or other container for refuse or rubbish outside his Strata Lot and place all refuse and rubbish securely wrapped in polythene bags in the receptacle provided by the Corporation within the Common Property;
- (32) not alter or construct in or remove from the Common Property anything except with the Executive Committee's consent;
- (33) not allow any horn to be blown from any vehicle in which he, his servants, agents, licensees, invitees, tenants or visitors are occupants approaching or being on any of the driveways or parking areas servicing the Development, except as may be necessary for the safe operation of them;
- (34) not park any car, boat or trailer or other vehicle or thing in any place which is not designated for that use;
- (35) allow the Corporation to retain a pass key to his Strata Lot except in the case of RL Units to which this sub-clause will not apply.
- (36) not alter any lock or install a new lock on any door leading into his Strata Lot without the Executive Committee's prior consent and, if consent is given, provide a new pass key to the Corporation except in the case of RL Units to which this sub-clause will not apply;
- (37) not suspend any heavy load from the main structure of the Development or the Strata Lot nor load or use the floor or structure of any Strata Lot which is not on the ground floor in any manner which will impose a weight or strain in excess of that specified by the architects of the Development or those appointed by the Executive Committee;
- (38) indemnify the Corporation against all claims, demands, actions and proceedings (including costs on a full indemnity basis) made or brought by any person against the Corporation, and any loss arising from them in respect of any damage or injury suffered by any person in or on his Strata Lot or the Common Property, caused by the negligence of the Proprietor, his servants, agents, licensees, invitees, tenants or visitors;
- (39) pay to the Corporation interest at the rate of four percent (4%) per annum over the thirty (30) day London Inter Bank Offer Rate for United States Dollars at the time of default quoted by the bankers of the Corporation, with a minimum of eight percent (8%) per annum, accruing on a daily basis with monthly rests, on all payments due to the Corporation and unpaid for fourteen (14) days after the due date; and
- (40) not to store or bring onto his Strata Lot or any part of the Common Property any articles of a combustible, inflammable or dangerous nature.



- (41) Intentionally left blank.
- (42) To keep all lawns, gardens, fences and gates and any other amenities forming part of the Strata Lot and not being part of the Common Property in good repair and condition and in conformity with those located on other Strata Lots and not without the written consent of the Executive Committee alter the appearance of the lawns, gardens, fences and gates located on the Strata Lot;
- (43) In the case of any RL Units to keep his lawn and garden neatly mowed and landscaped and to keep the exterior of his unit, including the roof, cleaned and painted as necessary. Unless and until decided in a general meeting at which more than two thirds of those entitled to vote approve alternative schemes, the exterior of the RL Units may be repainted only in accordance with one of the following schemes

**EXTERIOR HOUSE COLORS**

TRIM, CORNER BLOCKS, CROWN MOULDING, KEY STONES AND  
COLUMNS: TO BE 'MARBLE WHITE'

**OPTION ONE**

WALL: MOONSTONE  
FRONT DOOR FEATURE: WARM SAND

**OPTION TWO**

WALL: ALMOND  
FRONT DOOR FEATURE: INDIAN SUMMER

**OPTION THREE**

WALL: IVORY 10444 (86)  
FRONT DOOR FEATURE: KHAKI

**OPTION FOUR**

WALL: INDIAN SUMMER  
FRONT DOOR FEATURE: ALMOND

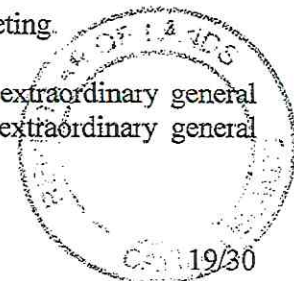
**STANDING SEAM ROOF: COLOR: SANDSTONE OR WHITE**

6. A Proprietor may on giving reasonable notice to the Executive Committee inspect or have inspected any books of account or documents whatever held by or on behalf of the Executive Committee.

GENERAL MEETINGS



7. The Corporation must in each year hold a general meeting as its annual general meeting (subsequently referred to as "the annual general meeting") in addition to any other meetings in that year and must so specify the meeting in the notices calling it. Not more than fifteen (15) months must elapse between the date of one annual general meeting of the Corporation and that of the next. The annual general meeting must be held at such time and place as the Executive Committee appoints.
- 8.A. All general meetings other than annual general meetings will be called extraordinary general meetings.
- 8.B. All business will be deemed special that is transacted at an annual or extraordinary general meeting with the exception of the consideration of accounts, balance sheets and the reports of the Executive Committee and the Accountant, the consideration of insurances, the consideration of contributions to the Corporation, the election of members of the Executive Committee and the appointment and remuneration of the Accountant and legal advisers. Until the Executive Committee otherwise decides, the order of business at an annual general meeting will be:-
  - (1) call of the roll and certifying of proxies;
  - (2) proof of notice of meeting;
  - (3) reading and confirmation of unapproved minutes;
  - (4) consideration of financial statements and the Accountant's report;
  - (5) report of the Executive Committee and any other committee or committees;
  - (6) approval of the budget for the succeeding financial year;
  - (7) to decide whether insurances effected by the Corporation should be confirmed, varied or extended;
  - (8) to decide whether contributions to the Corporation determined by the Executive Committee should be confirmed or varied;
  - (9) subject to the provisions of clause 2, to determine the number of members of and to elect the Executive Committee;
  - (10) to elect or confirm the appointment of the Accountant; and
  - (11) any other business which may properly be dealt with at the meeting.
9. The Executive Committee may, whenever it thinks fit, convene an extraordinary general meeting. Subject to the provisions of clause 2 of these by-laws, extraordinary general

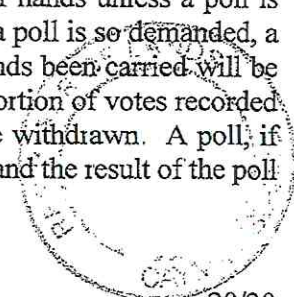


meetings may be convened by a requisition made by a Proprietor or Proprietors entitled to twenty-five percent (25%) of the total unit entitlement of all the Strata Lots and deposited with any member of the Executive Committee specifying the objects of the meeting and signed by the requisitionists; and if the Executive Committee does not within twenty-one (21) days from the date of deposit convene the meeting, the requisitionists themselves may convene the general meeting in the same manner, as nearly as possible, as that in which the Executive Committee can convene meetings; and the Corporation must reimburse all reasonable expenses which the requisitionists incur as a result of the Executive Committee's failure.

10. (1) Twenty-one (21) days' notice of every general meeting specifying the place, the date and the hour of the meeting and, in case of special business, the general nature of the business, must be given to all Proprietors and registered chargees who have given written notice of their charges to the Corporation. Accidental omission to give notice to any Proprietor or to any registered chargee or non-receipt of the notice by any Proprietor or registered chargee will not invalidate any proceedings at any meeting.
  - (2) Every notice of an annual general meeting must be accompanied by a copy of the financial statements of the Corporation prepared by auditor in accordance with clause 40 (1) of these by-laws and a form of motion for adoption of those financial statements.
  - (3) INTENTIONALLY LEFT BLANK.
11. INTENTIONALLY LEFT BLANK.
12. Except as is otherwise provided in these by-laws no business may be transacted in any general meetings unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One-half of the Proprietors entitled to vote, present in person or by proxy will constitute a quorum, but if within fifteen (15) minutes from the time appointed for a general meeting a quorum is not present, the persons present entitled to vote will constitute a quorum.
13. The chairman of the Executive Committee must be the chairman of a general meeting if he is present when the meeting proceeds to business. If there is no chairman or he is not then present, a chairman of the meeting must be elected from among those present.

#### VOIING

14. At any general meeting, a resolution must 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 will be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. A demand for a poll may be withdrawn. A poll, if demanded, must be taken in such manner as the chairman thinks fit, and the result of the poll



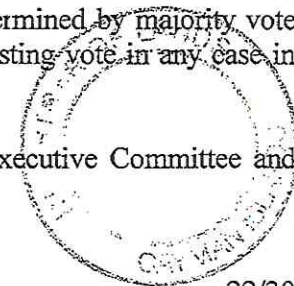
will be deemed to be the resolution of the meeting at which the poll was demanded.

15. In the case of equality in votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a second or casting vote.
16. On a show of hands each Proprietor has one vote; on a poll the votes of Proprietors will correspond with the Unit Entitlements of their respective Strata Lots. On a show of hands or on a poll, votes may be given either personally or by proxy.
17. Except for resolutions passed at annual general meetings or those which by the Law are required to be passed at meetings, a resolution in writing passed by all the Proprietors entitled to attend and vote at general meetings of the Corporation will be as valid and effective as if it had been passed at a general meeting of the Corporation duly convened, held and constituted.
18. An instrument appointing a proxy must be in writing under the hand of the appointer or his attorney and be either general or for a particular meeting. A proxy holder need not be a Proprietor.
19. Except in cases where the Law requires a unanimous resolution, no Proprietor will be entitled to vote at any general meeting or nominate a person for election as a member of the Executive Committee unless he has paid the Corporation all contributions, user fees or other sums payable in respect of his Strata Lot or otherwise. If there is a dispute as to whether the sums are due and owing the Proprietor will not be entitled to vote or nominate until the dispute has been resolved.
20. Joint Proprietors may vote by single proxy jointly appointed by them. In the absence of a proxy only the first named will be entitled to vote on a show of hands except when the unanimous resolution of Proprietors is required under the Law. Any one joint Proprietor may demand a poll. On any poll, a joint Proprietor will 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.
21. Where Proprietors are entitled to successive interests in a Strata Lot, the Proprietor entitled to the first interest will alone be entitled to vote whether on a show of hands or a poll; and this by-law applies whether or not by the Law or by these by-laws the unanimous resolution of the Proprietors is required.
22. Where a Proprietor holds his Strata Lot as a trustee he must exercise the voting rights in respect of the Strata Lot to the exclusion of persons beneficially interested in the trust, and those persons may not vote.

THE EXECUTIVE COMMITTEE



23. There must be an Executive Committee of the Corporation which must, subject to the provisions of clause 2 of these by-laws and subject to any restriction imposed or direction given at a general meeting, exercise the powers and perform the duties of the Corporation.
24. Subject to the provisions of clauses 2 and 25 of these by-laws, the Executive Committee must consist of not less than four (4) nor more than six (6) Proprietors except that where there are less than four (4) Proprietors the Executive Committee must consist of all the Proprietors; and for the purposes of this clause, "Proprietor" includes any individual who is a director, officer or other duly authorised representative of a body corporate which is a Proprietor. Only a Proprietor whose contributions to the Corporation are fully paid will be eligible to be elected as a member and any serving Executive Committee member who falls into arrears for more than thirty (30) days during the term of his office will *ipso facto* cease to be a member.
25. The members of the Executive Committee nominated in accordance with clause 2 of these by-laws must be three (3) persons appointed in writing by the Developer who will remain in office until such time as the Developer terminates their appointment or until the annual general meeting next after the provisions of clause 2 cease to have effect, whichever first occurs. If any member of the Executive Committee dies, resigns or is removed before the annual general meeting next after the provisions of clause 2 cease to have effect, the Developer may appoint a person in his place.
26. Subject to the provisions of clauses 2 and 25 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 (within the extended definition set out in clause 25) in his place to hold office until the next annual general meeting.
27. Any casual vacancy on the Executive Committee may be filled by the remaining members of it and must be so filled if the number of members falls below the required minimum.
28. The quorum of the Executive Committee will be such number as the Executive Committee fixes being not less than two members, and until so fixed will be three members.
29. At the start of the Executive Committee's first meeting and afterwards in each year at the first meeting held after the annual general meeting, the members of the Executive Committee must elect a chairman. If any chairman so elected vacates the chair or is not present at the beginning of any meeting, the Executive Committee must elect one of their number to be chairman of the meeting.
30. At meetings of the Executive Committee all matters must be determined by majority vote and the chairman will, in addition to any original vote, have a casting vote in any case in which voting is equal.
31. A memorandum in writing signed by all the members of the Executive Committee and



inserted in the minute book will be as effective for all purposes as a resolution of the Executive Committee passed at a meeting duly convened, held and constituted. Any such memorandum may consist of several documents in like form each signed by one or more members of the Executive Committee.

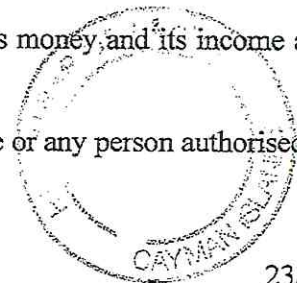
32. Subject to the provisions of these by-laws the Executive Committee may regulate its own procedure.

33. The Executive Committee may:-

- (1) appoint a Secretary and such other officers, and employ on the Corporation's behalf such agents and servants as it thinks fit in connection with the control, management and administration of the Common Property and the Strata Lots and the exercise and performance of the Corporation's powers and duties;
- (2) 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 at any time revoke the delegation;
- (3) subject to any restriction imposed or direction given at a general meeting, cause the Corporation to enter into such deeds or agreements on such terms as it considers beneficial to the Corporation or its members, including the acquisition, purchase or sale or lease or letting of any personal property;
- (4) make such rules and regulations for the use and enjoyment of the Common Property and amenities as may be necessary for the reasonable enjoyment of it by Proprietors and their servants, agents, licensees, invitees, tenants and visitors; and charge reasonable user fees for such of them as it thinks fit; and
- (5) by itself, its servants and agents exclude and where it thinks necessary or desirable remove or cause to be removed from the Common Property any person who is in breach of or who would if he were a Proprietor be in breach of any provision of these by-laws or any rules or regulations made under them.

34. The Executive Committee must:-

- (1) keep minutes of its meetings;
- (2) keep proper books of account in respect of all money which it receives and spends;
- (3) prepare proper accounts relating to all the Corporation's money, and its income and expenditure for each annual general meeting;
- (4) on the application of a Proprietor or a registered chargee or any person authorised in



Finance

writing by either of them, make the books of account available for inspection at all reasonable times;

- (5) not later than one (1) month after the first general meeting and as it thinks necessary afterwards determine the amounts to be raised for the funds referred to in clauses 3(16) and 3(19) and raise amounts so determined by levying contributions on the Proprietors in proportion to the Unit Entitlement of their respective lots;

Bank

- (6) open bank accounts in the Corporation's name in such banks as it decides and deposit all the Corporation's money in them and ensure that all cheques drawn on any account of the Corporation are signed by two (2) members of the Executive Committee or by one member and either the Corporation's Manager or Secretary unless and until the Executive Committee otherwise determines and keep all surplus funds in interest bearing accounts with such bank as the Executive Committee decides and subject to prior approval from a two-thirds majority of the Proprietors, invest it in such other manner as the Corporation authorises; and

- (7) without prejudice to the provisions of clause 33(1), use its best endeavours to employ on the Corporation's behalf a full time manager in connection with the control, management and administration of the Common Property and the Strata Lots and the exercise and performance of the Corporation's powers and duties.

35

The validity of the proceedings of the Executive Committee will not be affected by any vacancy among its members or by any defect in the appointment of any member of it.

#### USE OF SEAL

36. The Corporation must at general meetings determine how the Seal may be used. Until otherwise determined, every instrument to which the Seal is fixed must be signed by a member of the Executive Committee and must be countersigned by a second member or by the Secretary or by some other person appointed by the Executive Committee for the purpose.

#### LICENCES

37. In addition to any easements prescribed or implied under the Law or any rule of common law or equity, a Proprietor has the benefit of the following rights:-
- (1) the right in common with all other Proprietors and all others having the like right to use for the purposes only of coming to and going from the Development all parts of the Common Property which afford access to them; and
  - (2) the right in common with all other Proprietors and their servants, agents, licensees,



invitees, tenants and visitors to use the gardens, swimming pool, club house, pleasure grounds, roads, drives, paths and forecourts forming part of the Common Property; and

- (3) the sole right for himself or those expressly authorized by him to park a motor vehicle on the parking space or spaces designated for his use by the Executive Committee.

#### DAMAGE TO BUILDINGS

38. (1) If any building or structure forming part of the Development (which, for the purpose of this clause excludes all RL Units) including Strata Lots specified in Fee B together with the Common Property and all amenities, furniture, fittings and equipment at any time standing or installed on or in it but excluding furniture, contents and personal effects in any Strata Lot is damaged, the Corporation must proceed as quickly as possible to obtain at least two firm tenders fixing the price for restoration or complete reconstruction and to settle the amount of insurance proceeds available.
- (2) If the insurance proceeds are insufficient to pay the cost of reconstruction by an amount equal to less than five percent (5%) of the reconstruction costs the Corporation may proceed with the reconstruction forthwith without first obtaining the approval of the Proprietors in general meeting.
- (3) If the insurance proceeds are insufficient to pay the cost of reconstruction by an amount equal to more than five percent (5%) of the reconstruction costs, the Executive Committee must convene an extraordinary general meeting and may proceed with the reconstruction only with the approval given at that meeting of Proprietors where at such meeting based on a poll the votes in favor of reconstruction shall be at least three times as many as the votes against reconstruction.
- (4) Except as stated in this by-law, the Executive Committee must make all decisions with regard to reconstruction, adjustment of losses and making reconstruction contracts. The Executive Committee's authority in this regard includes but is not limited to the type of material to be used and the timing of and method of reconstruction, except that the decoration and interior finishing of each Strata Lot must be at the discretion of the respective Proprietors if the Proprietor pays any excess in the cost of the interior decorating over and above the cost of restoring his Strata Lot to its original condition.
- (5) The proceeds of all insurance which the Corporation effects must be payable to the Corporation who must hold the same as trustee for the Proprietors or any registered chargees from whom it has received written notice of their charges.
- (6) A Proprietor will remain liable to pay his contribution to the Corporation for the



funds referred to in clause 5(4) even though his Strata Lot is rendered uninhabitable as a result of damage.

- (7) If any RL Unit is damaged the Proprietor must proceed as quickly as possible to obtain tenders for restoration or reconstruction and to settle the amount of insurance proceeds available and as quickly as possible have the RL Unit restored or reconstructed. If the proceeds of insurance in respect of any RL Unit shall be insufficient to pay the cost of reconstruction or if the Proprietor fails to restore or reconstruct the unit in a timely manner, the Corporation may restore or reconstruct such RL Unit and may by its officers or authorised agents enter the Strata Lot for that purpose and carry out the necessary repairs or works and recover the cost from the Proprietor as a debt payable on demand;

#### FISCAL YEAR

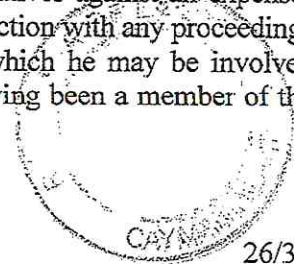
39. The fiscal year of the Corporation must be determined by the Executive Committee.

#### AUDIT

40. (1) Once at least in every year the accounts of the Corporation must be examined and the correctness of the income and expenditure account and balance sheet ascertained by a properly qualified independent auditor or accountant. The auditor or accountant shall state his findings regarding the income and expenditure account and balance sheet in writing addressed to the Corporation. Such statement and examination of accounts shall be satisfactory to the Executive Committee but need not be based on a 'full audit based on general accounting principles.'
- (2) The Corporation must appoint an auditor or accountant at the first annual general meeting, who will unless he is removed by the Executive Committee hold office until the next annual general meeting. The Executive Committee may before the first annual general meeting appoint an auditor or accountant to hold office until the first annual general meeting, and may also fill any casual vacancy in the office of auditor. The Executive Committee may fix the auditor or accountant's remuneration.

#### LIABILITY AND INDEMNITY

41. The Corporation must indemnify every Proprietor or former Proprietor (within the extended definition set out in clause 24), his heirs and personal representatives against all expenses and liabilities imposed on or reasonably incurred by him in connection with any proceedings or threatened proceedings to which he may be a party or in which he may be involved (including any settlement of them) by reason of his being or having been a member of the



Executive Committee whether or not he is a member of it at the time the expenses are incurred, except where the member has been guilty of willful neglect or willful default in performing his duties.

#### NOTICES

42. The Corporation may serve a notice on any Proprietor or registered chargee either personally or by sending it through the post in a pre-paid letter addressed to the Proprietor or chargee at his registered address appearing in the Register maintained by the Registrar of Lands. Alternatively, the Corporation may serve notice on any Proprietor by electronic mail if the Corporation or its employees or agents regularly send invoices or statements to said Proprietor via electronic mail. In such instance, the Corporation may serve notice electronically by sending an electronic mail to the address to which it regularly sends invoices or statements.
43. Any notice, if served by post, will be taken to have been served seven (7) days following the day on which the letter containing it is posted and, in proving service, it will be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a registered letter. Any notice, if served by electronic mail will be taken to have been served two days (2) days following the day on which the electronic mail containing it was sent and in proving service, a copy of such electronic mail message showing the date and time the message was sent together with any attachment that was sent as part of the notice will be sufficient to prove that the message containing the notice was properly addressed and sent.

#### SUB-DIVISION OR COMBINATION OF STRATA LOTS

44. So long as the Developer remains a Proprietor, it may, subject to obtaining any consents and approvals required by law (but without being required to obtain the consent of the other Proprietors),

sub-divide any Strata Lot of which it is the Proprietor into two (2) or more Strata Lots, provided that the total of the Unit Entitlements of the sub-divided Strata Lots is equal to the Unit Entitlement of the Strata Lot from which they are derived, or

it may, without being required to obtain the consent of the other Proprietors combine any Strata Lots of which it is the Proprietor into one or more Strata Lots, provided that the total of the Unit Entitlements of the Strata Lot(s) formed therefrom is equal to the total Unit Entitlement of the Strata Lots from which such new Strata Lot or Lots were are derived



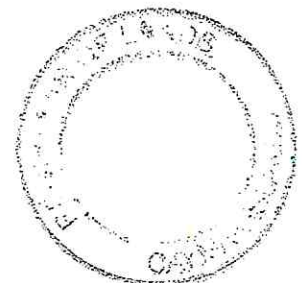
### PHASED DEVELOPMENT

45. For the avoidance of doubt, as construction of the Development will be completed in two or more phases, and the initial Strata Plan amended on completion of each phase to include such parts of the Development as are not included in the initial Strata Plan (including the works within the Common Property), until such time as the Development has been completed and the Strata Plan amended to include all phases, any references in these by-laws to a majority, or a percentage or a fraction of Proprietors required to perform any act or thing is limited to that portion of the number of Strata Lots included in the Strata Plan at the relevant time, and the proprietors of the Strata Corporation must not (1) vote as to block any changes to the Strata Plan including any increase, decrease or subdivision of the common property or amendment to the boundaries or area thereof or (2) vote to block any additions of Strata Lots to the Strata Plan or (3) vote so as to cause any additional fees to be assessed to those Lot holders added to the Strata Plan by reason only of their addition as registered proprietors.

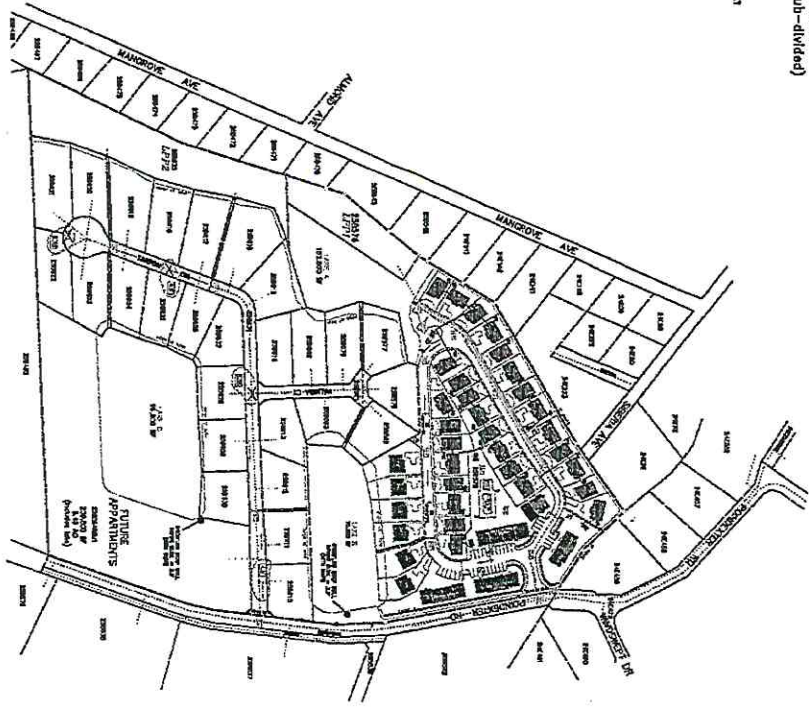
### EASEMENTS, RIGHTS OF WAY AND AGREEMENTS

46. The Corporation Shall:

- (1.) consent to, approve and acquiesce in the grant of a vehicular right of way over the internal roadways installed in and forming a part of the Common Property, for the benefit of the real property comprising the Development and any future phases thereof,
- (2.) consent to the use of the power, water, cable and sewage facilities installed in and forming part of the Common Property in order that property adjacent to the Development can be provided with such services, provided that in the event that said adjacent property is to be developed as a separate Strata Corporation, additional costs (if any) arising from the use of these facilities on behalf of any such adjacent property will be paid for by said Strata Corporation relating to such adjacent property,

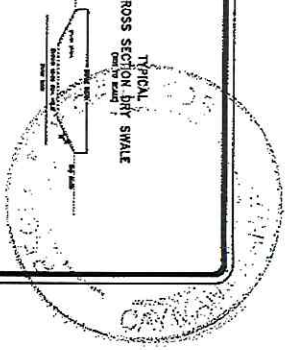


PROPOSED STORM WATER MANAGEMENT PLAN OF  
 BLOCK 258, PARCEL 571 & 572 (sub-divided)  
 GRAND CAYMAN  
 BRITISH WEST INDIES



PER SOAK SYSTEMS		PER SOAK SYSTEMS	
NO.	TYPE	NO.	TYPE
1	10' x 10'	1	10' x 10'
2	10' x 10'	2	10' x 10'
3	10' x 10'	3	10' x 10'
4	10' x 10'	4	10' x 10'
5	10' x 10'	5	10' x 10'
6	10' x 10'	6	10' x 10'
7	10' x 10'	7	10' x 10'
8	10' x 10'	8	10' x 10'
9	10' x 10'	9	10' x 10'
10	10' x 10'	10	10' x 10'
11	10' x 10'	11	10' x 10'
12	10' x 10'	12	10' x 10'
13	10' x 10'	13	10' x 10'
14	10' x 10'	14	10' x 10'
15	10' x 10'	15	10' x 10'
16	10' x 10'	16	10' x 10'
17	10' x 10'	17	10' x 10'
18	10' x 10'	18	10' x 10'
19	10' x 10'	19	10' x 10'
20	10' x 10'	20	10' x 10'

TYPICAL  
 CROSS SECTION thru SINKLE



GENERAL NOTES	
1.	SEE PLAN FOR GENERAL NOTES.
2.	SEE PLAN FOR GENERAL NOTES.
3.	SEE PLAN FOR GENERAL NOTES.
4.	SEE PLAN FOR GENERAL NOTES.
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16.	SEE PLAN FOR GENERAL NOTES.
17.	SEE PLAN FOR GENERAL NOTES.
18.	SEE PLAN FOR GENERAL NOTES.
19.	SEE PLAN FOR GENERAL NOTES.
20.	SEE PLAN FOR GENERAL NOTES.

Fee Areas A and B

