

**BY-LAWS
OF
TROPICAL HAVEN
The Proprietors, Strata Plan Number 146**

In these By-Laws:

'the Apartments' means the development called TROPICAL HAVEN the subject of the Strata Plan known as Strata Plan No. 146 and any addition, extension or amendment thereto filed with the Registrar of Lands in accordance with the Law;

'Executive Committee' means the Executive Committee of the Corporation constituted under these By-Laws;

'the Corporation' means the Proprietors of Strata Plan No. 146 a body corporate under the Strata Titles Registration Law 1973;

'the Law' means the Strata Titles Registration Law 1973 or any statutory modification or reenactment thereof for the time being in force and the regulations made thereunder;

'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;

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these By-Laws shall bear the same meaning as in the Law, or any statutory modification thereof in force at the date at which these By-Laws become binding on the Corporation.

In these By-Laws where the context so admits words importing the masculine gender shall be deemed to include the feminine gender and neuter genders and words importing the singular number shall be deemed to include the plural number.

General Meetings

1. The Corporation shall in each year hold a General Meeting as its Annual General Meetings (hereinafter referred to the "**Annual General Meeting**") in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; PROVIDED THAT not more than 15 months shall elapse between the date of one Annual General Meeting of the Corporation and that of the next. The Annual General Meeting shall be held at such time and place as the Executive Committee shall appoint.
2. All general meetings other than the Annual General Meetings shall be called Extraordinary General Meetings.

3. The Executive Committee may, whenever they think fit, convene an extraordinary General Meeting. Extraordinary General Meetings may be convened by a requisition in writing made by proprietors entitled to twenty-five (25) per centum of the total unit entitlement of the Strata Lots.
4. Twenty-one (21) days' notice of every General Meeting specifying the place, the date and the hour of the meeting, and in the case of special business, the general nature of such business, shall be given to all proprietors and registered chargees whose names appear on the Register maintained by the Registrar of Lands and whose names have been duly notified to the Corporation in accordance with the provisions of these By-Laws but accidental omission to give such notice to any proprietor or to any registered chargee or non-receipt of such notice by any proprietor or registered chargee shall not invalidate any proceedings at such meeting.
5. All business shall be deemed special that is transacted at an Annual or Extraordinary General Meeting with the exception of the consideration of the accounts.
6. Save as is in these By-Laws otherwise provided no business shall be transacted any General Meeting unless a quorum of persons entitled to vote is present, at the time when the meeting proceeds to business. One-half of the persons entitled to vote present in person or by proxy shall constitute a quorum. Provided always that if within half an hour from the time appointed for a General Meeting a quorum is not present the persons entitled to vote present shall be a quorum.
7. At the commencement of a General Meeting a Chairman of the Meeting shall be elected.

The Executive Committee

8. There shall be an Executive Committee of the Corporation which shall subject to any restriction imposed or direction given at a General Meeting exercise the powers and perform the duties of the Corporation.
9. The Executive Committee shall be appointed in General Meeting and unless otherwise determined in General Meeting shall consist of not less than two proprietors nor more than five proprietors; provided that where there are not more than two proprietors the Executive Committee shall consist of all the proprietors. At a General Meeting a motion for the appointment of two or more persons to the Executive Committee may be made by a single resolution.
10. Except where the Executive Committee consists of all the proprietors, the Corporation may by resolution at an Extraordinary General Meeting remove any member of the Executive Committee before the expiration of his term of office and appoint another proprietor in his place to hold office until the next Annual General Meeting.
11. Any casual vacancy on the Executive Committee may be filled by the remaining members thereof.
12. The quorum of the Executive Committee shall be such number as the committee may fix from time to time being not less than one-half of the number of members thereof.
13. At the commencement of each meeting the Executive Committee shall elect a Chairman for the meeting and if any Chairman so elected vacated the chair during the meeting the Executive

Committee shall elect in his stead another Chairman.

14. At meetings of the Executive Committee all matters shall be determined by a simple majority vote and the Chairman shall in addition to an original vote, have a casting vote in any case in which voting is equal.
15. Subject to the provisions of these By-Laws the Executive Committee shall have power to regulate its own procedure.
16. The Executive Committee may:
 - 16.1. Employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Corporation.
 - 16.2. Subject to any restriction imposed or directions given at a General Meeting to one or more of its members such of its powers and duties as it thinks fit and may at any time revoke alter or amend such delegation.
 - 16.3. Subject to any restriction imposed or directions given at a General Meeting cause the Corporation to enter into such deeds or agreements upon such terms as it may from time to time consider beneficial to the Corporation or its members.
 - 16.4. To receive money on, loan or borrow or raise money in such manner as it thinks fit and to secure the repayment of any money borrowed or owing by mortgage, charge or lien upon all or any of the property or assets of the Corporation. PROVIDED THAT except in the case of emergency when no monetary limit shall apply any amount borrowed, raised or owing by any mortgage, charge or lien shall not exceed in any one project the sum of C1\$10,000 unless the consent of the Corporation in General Meeting shall have first been obtained.
 - 16.5. In the event that a Proprietor of a Strata Lot shall be in arrears of payment of any sums due to the Corporation, the Executive Committee may resolve to re-designate any parking space allocated to that Strata Lot as available for general parking until such time as any strata fees arrears are paid in full.
17. The Executive Committee shall:
 - 17.1. Keep minutes of its meetings.
 - 17.2. Cause proper books of accounts to be kept in respect of all moneys received and spent by it.
 - 17.3. Prepare proper accounts relating to all moneys of the Corporation and the income and expenditure thereof for each Annual General Meeting.
 - 17.4. On the application of a proprietor or a chargee or any person authorized in writing by either of them make the books of account available for inspection at all reasonable times.
 - 17.5. The validity of the proceedings of the Executive Committee shall not be affected by any vacancy

amongst the members thereof or by any defect in the appointment of any member thereof.

- 17.6. All acts done in good faith by the Executive Committee shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Executive Committee be as valid as if such member had been duly appointed or had duly continued in office.

Voting

18. At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy. Unless a poll is so demanded, a declaration by the Chairman that a resolution has on the show of hands been carried shall be conclusive evidence of the fact without proof of the number or proportion votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.
19. A poll, if demanded, shall be taken in such a manner as the Chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
20. In the case of equality in the votes whether on a show of hands or on a poll the Chairman of the meeting shall be entitled to a casting vote in addition to his original vote.
21. On a show of hands each proprietor shall have one vote; on a poll the votes of proprietors shall correspond with the unit entitlement of their respective Strata Lots.
22. On a show of hands or a poll votes may be given either personally or by a proxy.
23. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting. A proxy holder need not be a proprietor.
24. Except in cases where by or under the Law a unanimous resolution is required no proprietor shall be entitled to vote at any General Meeting unless all contributions payable in respect of his Strata Lots have been duly paid.
25. Co-proprietors may vote by single proxy appointed jointly by them and, in the absence of such proxy shall not be entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required under the Law; but any one co-proprietor may demand a poll. On any poll, such co-proprietor shall be entitled to such part of the vote applicable to a Strata Lot as is proportionate to his interest in the Strata Lot. The joint proxy holder (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.
26. Where proprietors are entitled to successive interests in a Strata Lot, the proprietor entitled to the first interest shall alone be entitled to vote whether on a show of hands or a poll; and this By-Law shall be applicable whereby the Law or by these By-Laws the unanimous resolution of the proprietors is required or not.
27. Where a proprietor holds his Strata Lot as a trustee he shall exercise the voting rights in respect

of the Strata Lot to the exclusion of persons beneficially interested in the trust and such persons shall not vote.

Use of Common Seal

28. The Corporation shall from time to time at General Meetings determine how the Common Seal of the Corporation shall be used. Subject thereto and until so determined the Common Seal of the Corporation shall at no time be used except by authority of the Executive Committee previously given and in the presence of the members of the Executive Committee or at least two members thereof who shall sign every instrument to which the seal is affixed; provided where there is only one member of the Corporation his signature shall be sufficient for the purpose of this By-Law.

Notices

29. A notice may be served by the Corporation upon any proprietor or chargee either personally or by sending it through the post in a prepaid letter addressed to such proprietor or chargee at his registered address as appearing at the time when the notice is prepared in the Register maintained by the Register of Lands.
30. Any notice if served by post shall be deemed to have been served 21 days following that on which the letter containing the same is put into the post, and, in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a pre-paid letter.
31. The Corporation shall have power to and may:
- 31.1. Purchase, hire or otherwise acquire personal property for use by proprietors in connection with their enjoyment of the common property.
- 31.2. Borrow moneys required by it in the performance of its duties or the exercise of its powers;
- 31.3. Secure the repayment of moneys borrowed by it and the payment of interest thereon by negotiable instrument or charge of unpaid contribution (whether levied or not) of charge of any property vested in it, or by combination of those means.
- 31.4. Invest as it may determine any moneys in the fund for administrative expenses.
- 31.5. Make an agreement with any proprietor or occupier of any Strata Lot for the provision of amenities or services by it to such Strata Lot or to the proprietor or occupier thereof.
- 31.6. Do all things reasonably necessary for the enforcement of these By-Laws and the control, management and administration of the common property.
32. The Corporation shall:
- 32.1. Control, manage and administer the common property for the benefit of all proprietors.
- 32.2. Keep in a state of good and serviceable repair and properly maintained the fixtures and fittings used in connection with the common property.

- 32.3. Where practical establish and maintain suitable lawns and gardens on the common property.
- 32.4. Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property.
- 32.5. Pay all existing and future rates, taxes, assessments and outgoings now or hereafter imposed on or payable in respect of the common property.
- 32.6.
- a) insure the Apartments (which for the avoidance of doubt shall for this purpose include each and every Strata Lot for the time being contained therein together with the common property and all erections, buildings and installations now or hereafter standing or installed thereon or therein) and keep insured against loss or damage by riot, civil commotion, fire, explosion, storm, hurricane, flooding, impact or damage caused by aircraft or anything falling or dropping therefrom and such other risks as the Executive Committee shall from time to time think fit with such insurance company of repute as the Executive Committee may decide to an amount or amounts equal to the full replacement value thereof plus surveyors, architect, and lawyers' fees;
 - b) take out and keep on foot such a policy of insurance in an insurance office of repute covering liability for injury to persons in, on, or about the Apartments (as in sub-paragraph (i) of this sub-clause hereinbefore defined) and against such other risks and in such a sum as the Executive Committee shall from time to time consider reasonable and shall produce to the proprietors or their chargees upon demand the policies of such insurance and the receipts for every such payment; and
 - c) pay the premiums on any policies of insurance effected by it;
- 32.7. As often as any of the Apartments is destroyed or damaged by any insured risk it shall rebuild and reinstate the same in accordance with the regulation and planning or development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any monies received in respect of the insurance provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the Apartments.
- 32.8. Subject to the contribution and payment of the proprietors as herein provided keep the common property and all fixtures and fittings therein and thereon and additions thereto in a good and tenable state of repair and condition including the renewal and replacement of all worn or damaged parts and in particular (but without prejudice to the generality of the foregoing) shall:
- a) maintain the forecourt, gardens, shrubberies, entrance drives and roads of the common property and the boundary walls and fences belonging thereto in good order and conditions with the gardens properly planted with shrubs and flowers in due season and free from weeds and clean and tidy and free from all obstructions;
 - b) paint the exterior wood and iron and cement work of the Apartments usually so painted and all additions thereto with two coats at least of good and suitable paint in a proper and

workmanlike manner at least once in every three years provided always and it is expressly agreed:

FIRSTLY that nothing herein contained shall prejudice the Corporation's rights 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 such other person: and

SECONDLY that the Corporation shall not in any way be held responsible for any damage caused by any neglect or failure to maintain the common property in respect of any damage caused or any defects of or in relation to the said common property by any want of repair of the common property in or to any pipes or services thereof unless or until notice in writing of any such neglect, failure, want of repair or defect as aforesaid has been given to the Corporation by or on behalf of a proprietor or proprietors of any Strata Lot or Lots and the Corporation has failed to make good or remedy such neglect, failure, want of repair or defect as aforesaid within a reasonable time of receipt of such notice;

- c) before repairing any joist or beam to which is attached to any ceiling or floor of any one of the Strata Lots and before carrying out repairs or works to the common property for the carrying out of which it requires access to any one or more of the Strata Lots give reasonable notice (and except in cases of extreme urgency at least 48 hours' notice) in writing to the proprietor and shall on giving such notice be entitled to repair the said joists or beam or carry out the said repairs or works and in doing so have any required access to the Strata Lot or Lots but shall act carefully and reasonably doing as little damage as possible to the said Strata Lot or Lots and making good all damage done;

- 32.9. Provide a dustbin or other adequate receptacle for rubbish for the use of each and every of the Strata Lots and arrange for the disposal of rubbish deposited therein by the owners or occupiers for the time being of each and every of the Strata Lots.
- 32.10. Secure for each and every of the Strata Lots and the common property to the best of its ability a constant supply of potable water to all the faucets, outlets and taps provided for the drawing of water in each and every Strata Lot and on the common property.

Proprietors Obligations

- 33. A proprietor shall:
 - 33.1. Permit the Corporation and its agents or either of them at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter his Strata Lot for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of any other Strata Lot or common property or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the By-Laws are being observed.
 - 33.2. Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot.

33.3. Pay to the Corporation within 30 days of demand:

- a) all apportioned contributions to the fund for administrative expenses levied by the Corporation pursuant to Section 6(2) of the Law; and
- b) such share as shall from time to time be proportionate to the unit entitlement which his Strata Lot bears to the Apartments of all and any costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-Laws. PROVIDED ALWAYS that:
 - (i) in the event of any such payments not being made within 30 days of such demand he shall pay an administrative fee of C\$20.00 at the end of each month in respect of which these are arrears together with interest on any arrears thereon at the rate of 1 percent per month, such interest shall accrue monthly until payment;
 - (ii) in the event of such payments (together with interest accrued) not being made within 75 days of such demand or in the event of his becoming bankrupt or making composition with his creditors or being a corporation entering into liquidation then and in any of these events he shall and does hereby irrevocably authorize and permit the Corporation to enter into possession of his Strata Lot and further does irrevocably appoint the Corporation to be the receiver of the rents and profits of his Strata Lot in each case until such time as the payments (together with interest accrued thereon) have been made by him to the Corporation;
 - (iii) In the event that the Corporation enters into possession of a Strata Lot pursuant to clause (ii) above then the proprietor hereby irrevocably authorises the Corporation to:-
 - a. Change any locks controlling entry into the Strata Lot to the exclusion of the proprietor;
 - b. grants to the Corporation the right to enter into any Lease or Licence of the Strata Lot to a third party on such terms and conditions as it shall see fit;
 - c. irrevocably appoint the Corporation to be the receiver of the rents and profits of his Strata Lot;
 - d. take such steps as the Executive Committee deem necessary, at the expense of the proprietor, to place the Strata Lot into a condition to enable the Strata Lot to be rented to a third party;
 - e. remove from the Strata Lot and store, at the expense of the proprietor, any or all of the furniture and contents of the Strata Lot,

in each case such powers shall subsist until such time as the said payments (together with interest accrued) have been made by him to the Corporation;

- (iv) All costs of collection (including, inter alia, legal fees and expenses) incurred by the Corporation in enforcing the Proprietor's obligations to the Strata pursuant to these By-Laws or obtaining legal advice generally in respect of a Proprietor's default shall be amounts which are due on an indemnity basis from the Proprietor to the Corporation and the provisions of this Clause 34 shall apply to the recovery and collection of such expenses as they do to any other amount due from the Proprietor to the Corporation.
- 33.4. Repair and maintain his Strata Lot, and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.
- 33.5. Use and enjoy the common property in such manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors or their families or visitors.
- 33.6. Not use his Strata Lot or permit to be used in such manner or for such purpose as shall cause a nuisance or hazard to the occupier of any other Strata Lot (whether a proprietor or not) or any member of the household or any guest of such occupier.
- 33.7. Within 21 days of the date of every transfer, lease for a period of one year or longer, grant or probate or administration, mortgage, charge, discharge, order of the Court or other event dealing or document relating to the Strata Lot give notice thereof in writing to the Corporation and in the case of a document send a copy thereof to the Corporation's attorneys for the time being with a registration fee of C\$15.00.
- 33.8. Not use or permit to be used his Strata Lot for any purpose other than housing accommodation and related purposes.
- 33.9. Not permit or suffer to be done in or upon his Strata Lot anything whereby any insurance for the time being effected on the common property, the Strata Lot or any other Strata Lot or any part thereof may be rendered void or voidable or whereby the rate of premium may be increased.
- 33.10. Not at any time cut, maim or remove the main walls or timbers in the Strata Lot unless for the purpose of remedying and making good any defects therein which shall be remedied and made good accordingly.
- 33.11. Not to make any external alterations in the Strata Lot without the approval in writing of the Corporation to the plans and specifications thereof and make such alterations only in accordance with such plans and specifications when approved.
- 33.12. Do all such acts, works and things as under any Law are directed or necessary to be done on or in respect of the Strata Lot (whether by landlord, tenant or occupier) and keep the Corporation indemnified against all claims, demands and liabilities thereof.
- 33.13. Not do or permit or suffer to be done any act, matter or thing on or in respect of the Strata Lot which contravene the provisions of such legislation from time to time in force in the Cayman Islands or of any approval or regulation given or made thereunder relating to developments and planning and keep the Corporation indemnified against all claims, demands and liabilities in respect thereof.

- 33.14. Permit the Corporation and the proprietors of other Strata Lots to have access to and enter upon the Strata Lot as often as may be reasonably necessary for them to do so in the fulfillment of their obligations and rights relating to the common property and to other Strata Lots.
- 33.15. Not use or permit to be used the Strata Lot or any part thereof for any illegal or immoral purpose nor for the carrying on of any trade or business.
- 33.16. Use the Strata Lot for the purposes of a single, private residence and/or holiday residence for the accommodation of transient guests including tourists for reward but save that no children under the age of twelve shall be permitted to reside or remain in the Strata Lot.
- 33.17. Pay the costs of repairing any damage to any other Strata Lot or to the common property in any part of the Apartments caused by the negligence of the proprietor, his family, servants, licensees or invitees provided that such damage is not covered by the insurance on the Strata Lot or any other Strata Lots or the common property.
- 33.18. Comply with and observe any reasonable regulations which the Corporation may from time to time make to govern the use of the Strata Lots and the common property. Such restrictions may be restrictive of acts done on the Strata Lot or on the common property detrimental to the character or amenities of the Apartments.
- 33.19. Keep all sinks and waste pipes in the Strata Lot clear and open and be responsible for all damage occasioned through the bursting or stopping up of the pipes caused through the improper use or negligence of the proprietor or his family or servant, agents or occupiers for the time being. All defects of which the proprietor shall become aware and which in any way affect the other Strata Lots shall forthwith be notified by the proprietor to the Corporation.
- 33.20. At all times keep all the windows of the Strata Lot properly cleaned and at all times keep properly emptied and scoured all closet pipes, sinks and drains which are not used in common with other proprietors, their owners or occupiers.
- 33.21. Not without the previous written consent of the Corporation cause or permit anything to be placed on the outside walls of the Strata Lot and in particular but without limiting the generality of the foregoing not to cause or permit any sign, awning, canopy, shutter, radio or television antenna to be affixed to or placed upon the exterior walls or roof of any part of the Strata Lot.
- 33.22. Not affix to any window of the Strata Lot whether externally or internally any venation or other blind except of such colour and construction as shall previously be approved by the Corporation.
- 33.23. Not without the previous consent of the Corporation alter any electric wiring or water supply system.
- 33.24. Pay for all electricity, water, sewage and other services consumed or used in the Strata Lot to the companies or authorities supplying such services in accordance with the meters situate in or relating to the Strata Lot and in the event of the same or the water rates or other outgoings or any of them on the Strata Lot being chargeable to the Corporation to repay the proportion attributed to the Strata Lot upon demand by the Corporation.

- 33.25. Not without the previous written consent of the corporation keep or permit to be kept in the Strata Lot or any part thereof any animal or creature whatsoever.
- 33.26. Not hang or expose outside the Strata Lot nor in the windows thereof nor in any part of the common property save where specifically provided for any clothes, lines, food or other articles and not shake or permit to be shaken any carpet or mat from any window of the Strata Lot nor any part of the common property.
- 33.27. Not make any undue noise in the Strata Lot at any time or make or permit any musical or other sound audible outside the Strata Lot, nor play or permit to be played any musical instruments, gramophone, wireless, television or other instrument between the hours of 11pm to 8am or at any other time so as to cause annoyance to the Corporation, the proprietors or occupiers of any other Strata Lot.
- 33.28. Not cause or permit on the common property or the grounds, drives or ways or any part or parts thereof any motor car or other vehicle belonging to him or to his family, servants, licensees or invitees or under his or their control to:
- a) travel at an excessive speed or at a speed in excess of any speed limit which may at the discretion of the Corporation be imposed by the Corporation from time to time;
 - b) travel over or remain on any paths, grass verges, lawns or gardens;
 - c) be parked or remain stationary except in the areas from time to time indicated and allocated to the proprietor; or
 - d) be dismantled or repaired other than as to enable it to be taken away for proper repairs;
 - e) no motorized vehicles, gasoline or diesel containers to be stored in the Strata Lots.
- 33.29. Not hold or permit to be held any sale by auction in the Strata Lot or any part thereof.
- 33.30. Take all reasonable and proper precautions to prevent damage to the Strata Lot or any other Strata Lot or the common property or any part or parts thereof caused by:
- a) the bursting or overflowing or leaking of any water pipes, tanks, cisterns or other apparatus in the Strata Lot; or
 - b) fire;
- 33.31. Not place or keep any dustbin or other container for refuse or rubbish outside the Strata Lot unless in an enclosed receptacle approved by the Executive Committee.
- 33.32. Not alter or construct in or remove from the common property anything except with the written consent of the Corporation.
- 33.33. Not permit or allow the blowing of any horn from any vehicle in which his guests, family, tenants: invitees or employees shall be occupants approaching or upon any of the driveways or parking areas serving the Apartments except as may be necessary for the safe operation thereof.

- 33.34. Be obliged upon being so required by the Executive Committee to effect a policy of insurance in respect of any damage to his Strata Lot in a sum equal to the amount secured by any charge or charges secured by his Strata Lot from time to time in accordance with the provisions of Regulation 17 of the Strata Titles Registration Regulations, 1974.
- 33.35. Comply with all strata laws and observe any request or regulations decreed by the Corporation. Failure to do so will result in a written warning. Seven days after the written warning is given the Corporation has the right to levy a fine of up to CI\$50.00 per day on that person which will be added to the proprietors account.
34. For the avoidance of doubt it is hereby declared that subject to the provisions of the Strata Titles Registration Law 1973 these By-Laws shall not be amended or varied except by resolution of the Corporation passed by two-thirds majority of the proprietors registered in the Register of Lands in General Meeting.

Should an individual feel that any request or fine levied against them be unreasonable, the matter can be taken before the owners at the next General Meeting, at which point the individual can present their case.

Strata owners can then vote on the issues and arguments presented, and rule in favour of either the individual or the Executive Committee.

The final ruling at that point can either reverse the Executive Committee's request and fines levied to date be rescinded or it can uphold the Executive Committee's action.