

# **Regulations of View Talay Jomtien Condominium (1999) Juristic Person Building A**

## **Section I: General**

### **Clause 1. This regulation is called as follows;**

"Regulation of View Talay Jomtien Condominium (1999) Juristic Person Building A" and it is written in English that "VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A"

### **Clause 2. Vocabularies in this Regulation**

"Condominium Juristic Person" means VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A that has been registered in accordance with the Condominium Act B.E.2522

"Condominium" means VIEWTALAY JOMTIEN CONDOMINIUM (1999) BUILDING A

"Condominium Juristic Person" means VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A that has been registered in accordance with the Condominium Act (Issue 4) B.E.2551.

"Committee" means Management committee of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A that has been appointed by co-owners annual general meeting to manage the operation of manager.

"Manager" means Juristic person manager of the condominium juristic person.

"Co-Owners" means An ordinary person or juristic person that hold the ownership in the apartment unit of the condominium.

"Common Property" means Part of the condominium which is not the apartment unit, land that is located of the condominium or other property which being used for common use of co-owners.

"Annual General Meeting" means Annual general meeting or co-owners extraordinary meeting.

"Regulation" means Regulation of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A.

"Announcement" means Announcement of the condominium juristic person, the committee or the juristic person manager that relate to rules, regulation and condition has been stipulated regarding the utilization of the apartment unit, personal property, common property, the stipulation and management concerning expenses of co-owners.

**Clause 3. Office of the Condominium Juristic Person:** Locates at no.434 Moo.12 Tupphaya Rd., Nongpreu Sub-District, Banglamung District, Chonburi Province.

### **Clause 4. Regulation**

This regulation is enforced since the date of condominium juristic person registration, any amendment in this regulation shall be operated by the resolution of co-owners annual general meeting under the law of condominium and shall be completed when it is registered with an official.

#### **Clause 5. Meaning of the Regulation of Condominium Juristic Person**

Regulation of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A meaning include of this regulation that later has been amended together with an announcement, order and rules which the juristic person manager has been received to use it for further.

#### **Clause 6. Enforcement of the Regulation of Condominium Juristic Person**

Regulation of the condominium juristic person enforces to all common property and personal property in the condominium which has been identified on the date of the promulgation to use this regulation and may have in the future.

#### **Clause 7. Enforcement**

Regulation of the condominium juristic person enforces to a person who is co-owners, mortgagee, tenant, person who has the right to use, a person who own the condominium, an employee of private person, a visitor and any person that use the interest in the condominium in any means or by a rental of the apartment unit in the condominium or only posses any part of the condominium that this enough to be deemed that those person agree to ratify and agree to comply with the regulation of the condominium juristic person.

Owner of an apartment unit has the right to use or be given the interest to use or be given the interest in the common property according to the law may transfer the right to the other person to use or be given the interest in the common property instead of him. By that owner of the apartment unit has ended the right to use or be given the interest in the common property as the right still has been transferred to the other to use.

#### **Clause 8. In the Event of non Stipulation in the Regulation**

In the event that there is no stipulation in this regulation thus the stipulation in the condominium law and the other relevant law shall be used Mutatis Mutandis.

#### **Clause 9. Authority of Co-Owners**

Co-Owners and/or a person who has been allowed by co-owners to use the apartment unit and shall use as the following details;

9.1 In the part of the office ;that is, the apartment unit number 434 shall be used to be the office only.

9.2 In the part of the 1<sup>st</sup> floor number 434/1-47 the apartment units to be used for a resident and to be a place for doing a business but it must be the activity that not against with the peace and good morality of the people.

9.3 In the part of resident; that are, the apartment unit number 434/48-880 shall be used to be a resident solely.

### **Section 2: Objective**

#### **Clause 10. Objective of Condominium Juristic Person**

Virtue the regulation of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A and the stipulation of the Condominium Act, this condominium juristic person has its objective to act as the

representative and act on the behalf of all co-owners in VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A to operate any activity regarding to the condominium juristic person as follows;

- 1) To operate an operation concerning a security in the condominium and the other operation.
- 2) To manage, maintain, amend, extend and alter the resist common property and operate to have the new one to be in a condition that is suitable for the utilization of co-owners or to be in accordance with a resolution of co-owners annual general meeting.
- 3) To do any juristic act for the operation according to the objective of the condominium juristic person ;that is, for a benefit of co-owners.
- 4) To prosecute, defend or to bring the lawsuit against regarding the activity of the juristic person, to compromise throughout to exercise the right to claim in any case.
- 5) To contact a government sector, municipality or the other sector, juristic person or any other relate person to be in accordance with the objective of the condominium juristic person.
- 6) To operate to collect the expense, Sinking Fund and other money must be paid by co-owners and to proceed the deposit and money allocation
- 7) To operate any other activity to be in accordance with the objective of the condominium juristic person and the condominium law.
- 8) To manage an activity regarding the security in the condominium and common property including with to do an insurance of every kind with reliable insurance company.
- 9) Any amendment which this regulation has been registered to be executed shall be in accordance with a resolution of co-owners annual general meeting and shall be completed

**10) when it has been registered with a competent official and the amendment has been registered by the competent official.**

### **Section 3: Common Property and Personal Property**

#### **Clause 11. Personal Property**

**Personal Property means an apartment unit or building or land or any other property that has been allocated for each co-owners.**

#### **Clause 12. Common Property**

**Common property means any part of the condominium that is not an apartment unit or a part which is the personal property.**

#### **Clause 13. Every co-owners have the joint ownership in the common property as follows;**

- 1) Land that is located the condominium.**
- 2) Land that being used or for common use.**
- 3) A structure and building for security and for the prevention of damage with the condominium building.**
- 4) A building or a part of building and equipment have been provided for using or common use.**
- 5) An equipment and utensil have been provided for using or common use.**

- 6) A place has been provided for the common use of the condominium.
- 7) Other property have, been provided for using or for the common use both of existing one and shall be provided in the future that a list has been written in details concerning the common property of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A to be according to the appendix of this regulation and shall be deemed to be a part of the regulation.

#### **Section 4: Ownership Ratio in the Common Property of Each Co-Owner**

##### **Clause 14. Ownership Ratio in the Common Property of Each Co-Owner**

Ownership Ratio in the common property of each co-owner shall be in according to the details has been stipulated in the list showing the ratio of each co-owner of each apartment unit that has the ownership in the common property which has been submitted.

#### **Section 5: Juristic Person Manager**

##### **Clause 15. Appointment of the Juristic Person Manager**

"Condominium juristic person has one manager that can be an ordinary person or juristic person who has been legally appointed by the co-owners annual general meeting"

"The juristic person manager must be appointed by the resolution of the co-owners annual general meeting by has been voted in one fourth of all co-owners votes."

The appointment of the manger according to the first paragraph is not enforced in the case of the first appointment that has been registered to be the condominium juristic person in accordance with the Condominium Act, for the purpose that the person in authority to the first appointment of the juristic person manager ;that are, the committee of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A to be the appointer.

##### **Clause 16. Authority of the Juristic Person Manager**

The juristic person manager has authority to operate all operation of the condominium juristic person to be according to the regulation of the condominium juristic person in accordance with the resolution of the management committee and co-owners annual general meeting in the way to have all common interest to the condominium juristic person and co-owners that is included as the following;

- 1) Be a Representative of the Condominium Juristic Person.
- 2) To operate to be in accordance with the objective of the condominium juristic person, the resolution of co-owners annual general meeting or the resolution of the management committee of the condominium juristic person in order that it is not against with the law and regulation of the condominium juristic person.
- 3) In the essential and urgent case, the juristic person manager has the authority at his own initiative, shall have the power to order or undertake any measures for the safety of the building, which a normal responsible person would do to safeguard his own assets.
- 4) To manage co-owners to operate the operation to be in accordance with the regulation of the condominium juristic person and the resolution of the co-owners annual general meeting.

- 5) To arrange to have co-owners annual general meeting for the approval the balance sheet and annual report showing the performance of the condominium juristic person to be the co-owners annual general meeting and the arrangement of the mentioned balance sheet and documents to be submitted to the meeting including with the arrangement to have an extraordinary meeting of co-owners according to the stipulation in the regulation.
- 6) To arrange to have a management committee meeting of the condominium juristic person and present the report of an inquiry or information and documents that is relevant to the management of the condominium juristic person in accordance with the request of the committee.
- 7) To operate to send documents according to the provision in the law to the relevant government sector including with submitting to pay the duty.
- 8) To arrange to have and maintain all documents, equipments of the condominium juristic person, the account including with an annual expenditure and to submit to the committee on time.
- 9) To maintain, repair the building including with all common property of the condominium juristic person.
- 10) To file, defend or prosecute the case regarding an activity of the condominium juristic person or mediate or to propose a conflict to be judged by arbitrator including with to appoint a lawyer and/or representative to operate the mentioned operation in order that it is accordance with the resolution of co-owners annual general meeting.
- 11) To consider to operate to appoint the employment and stipulate wages to a staff and an employee of the condominium juristic person by the approval of the management committee.
- 12) The juristic person manager has the authority to employ a consultant of the juristic person manager including with to stipulate the wages anyhow by the approval of the management committee.
- 13) To employ, purchase and provide a service of all property that is necessary in the management of the common property or the service to co-owners anyhow by the approval or according to the stipulation of the committee.
- 14) To stipulate rules of the condominium juristic person for the benefit of the operation to be in accordance with the objective of the condominium juristic person and for the management of to the utilization in the apartment unit by the approval of the committee anyhow it must not against with the regulation and resolution of co-owners annual general meeting.
- 15) To facilitate to the committee in all meeting including with the arrangement to have and keep the joint register.
- 16) To facilitate to a person who has been entrusted by the co-owners annual general meeting or the committee to proceed according to the assignment.
- 17) Other authority has been stipulated by the law concerning the manager must operate by his own except an operation which in accordance with the regulation or the resolution of the co-owners annual general meeting has assigned the another person to act.

**Clausel7. Tenure of the Juristic Person Manager**

The juristic person manager shall be in the office for 2 years when it is on due and there is no election of the new juristic person manager the existing juristic person manager to be in charge until there will be the election of new juristic person manager.

"The first tenure of the juristic person manager is 2 years and the new juristic person manager shall be in the office in the due that the co-owners annual general meeting has resolved, if it is in due ,there is no appointment of the new juristic person manager the existing juristic person manager must arrange to have the co-owners annual general meeting to appoint the new juristic person manager to be in the office within 30 days and in the event that there is no manager or the manager is not able to perform his duty not exceeding seven days then the committee must appoint one of a committee member to be the manager until there will be the appointment of new juristic person manager by the co-owners annual general meeting anyhow the juristic person manager that has vacate office according to the tenure term has the right to be elected to be in the office again and the manager must bring the name list to be registered with the competent official within thirty days from the date of co-owners annual general meeting has resolved the resolution.

The manager that has been in the office until the due may be elected to be in the office" again.

**Clausel8. Retirement of the Juristic Person Manager**

The juristic person manager must vacate as the following causes;

- 1) Dies or is no longer a juristic person.
- 2) Be adjudged bankrupt or to be lost person in accordance with Civil and Commercial Code.
- 3) Be adjudged to be lost person in accordance with Civil and Commercial Code.
- 4) Be adjudged to be quasi incompetent or incompetent person.
- 5) Be on trial and be convicted in the criminal case that is not minor offence.
- 6) Be deprived by the annual general meeting by the co-owners annual general meeting resolved not less than one fourth of all co-owners votes.
- 7) Comes to the conclusion of the engagement period of the tenure or conclusion of the engagement of the contract or contract is ended in any case."
- 8) Does not abide by this Act or the Ministerial Regulations issued pursuant to this Act or does not abide by the condition stipulated in the employment contract and a General Meeting of Co-Owners has a resolution to dismiss as per the provision 49.
- 9) Lacks of the qualification or has prohibited characteristics as per Section 35/1.

**Clause 19. Vacancy of the Juristic Person Manager before the Tenure**

If the position of juristic person manager has been vacated before the tenure the committee shall elect one of the committee members to be the juristic person manager for temporary until there will be the new election.

The temporary juristic person manager shall convene the annual general meeting to elect the juristic person manager to be completed within 30 (thirty) days start from the date of the vacant of the office of juristic person manager.

The juristic person manager that has been elected in the new election shall be in the office as the outstanding term of the former manager.

#### **Clause 20. Wages of the Juristic Person Manager**

The juristic person manager shall not be responsible with any damage happen from the management made in accordance with the annual general meeting of co-owners or the resolution of the management committee virtue the regulation of the condominium juristic person excepts it is appeared that the action was honest or having the intention to make any damage or serious careless operation, the juristic person manage shall not be engaged with any contract in private to sign on the behalf of the condominium juristic person, if act on the boundary was stipulated in this regulation.

### **Section 6: Management Committee of the Condominium Juristic Person**

#### **Clause 22. Appointment**

"In the first general meeting after the registration of condominium juristic person, the general meeting of co-owners by the majority vote of co-owners to appoint a person to be the committee to manage the management of the condominium juristic person by compose of the committee members not less than 3 members and not exceeding 9 members."

The following persons may be appointed as members of the Co-owners Committee;

- 1) Co-owners or the spouses of co-owners.
- 2) Legal representatives, guardians or curators in the case where the co-owners are minors, incompetent persons or quasi-incompetent persons as the case may be.
- 3) The juristic person manager or the other representative of the juristic person. In the case where an apartment has many persons holding the ownership right only one may be elected as a member.

#### **Clause 23. Authority**

The management committee of the condominium juristic person has the authority to manage the management of the condominium juristic person to be in accordance with the regulation, the resolution of the committee and the resolution of the annual general meeting of co-owners as the follows;

- 1) To nominate a person name or juristic person name to be appointed to be the juristic person manager.
- 2) Appointment of the Temporary Manager.
- 3) To consider the approval of the appointment, employment and stipulation to a consultant of a staff and an employee of the juristic person manager including with any person that has been appointed to act for the condominium juristic person according to the resolution of the general meeting.
- 4) To control the approval of the stipulation of the policy and all rules of the condominium juristic person as long as it is not against with the law and regulation of the condominium juristic person.
- 5) Approval of the Allocation of Financial.

- 6) Inspection of the management of the condominium juristic person.
- 7) Stipulation of wages to the juristic person manager that has been approved by the general meeting or co-owners.
- 8) Resolution of the manager or any operation including with the manager to do any juristic act which shall be engaged with the condominium juristic person anyhow by not against with the regulation or the resolution in the general meeting or relate law.
- 9) To convene the general meeting of co-owners in accordance with the stipulation in the regulation or when there is an essential cause to ask the resolution from co-owners to be further proceeded.
- 10) Approval of the consideration of all petitions from co-owners that has submitted via the manager including with the problem of dispute that happen in the condominium and was submitted to the general meeting of co-owners to resolve if it is essential.
- 11) Approval of the final decision of any act with the personal property that may impact with the common property or the common use in the common property or may cause damage with the building or may be the amendment, extension, adjustment in the common property or any act of amendment in the common property of co-owners and/or the user of the apartment unit and followers that break or against the regulation or rules of the condominium and to have the authority to ban the mentioned actions at any case.
- 12) To control, manage or operate to be in accordance with the resolution of co-owners or according to the stipulation in the regulation.
- 13) To consider the approval in the utilization of the interest from the Sinking Fund of the condominium juristic person according to clause 41.
- 14) To consider the approval and stipulation of the amount of money that shall be collected from the Sinking Fund of the condominium juristic person in accordance with clause 41, the 3<sup>rd</sup> paragraph to the committee of VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A use the authority of the committee for temporary until there will be the appointment of the committee according to clause 22.

#### **Clause24. Tenure**

"Committee members have tenure in the position for period of two years. In the event that a member is replaced prior to the completion of their tenure, or a new member is appointed during the tenure of the existing members, the replacement member and/or the additional member shall have tenure in accordance with the existing members of the committee for 2 years.

A member who has completed their tenure may be re- appointed but may not hold the position for more than two consecutive terms, except when no other person will hold the position.

Following the appointment of members, the manager shall register same to the Competent Official within 30 days from the date of the General Meeting at which they were appointed.

#### **Clause25. Retirement from the Management Committee of Condominium Juristic Person**

The committee shall cease its appointment as the following causes;

- 1) Death
- 2) Lack of qualifications in accordance with Clause 22(1) — (3).
- 3) Be adjudged bankrupt.
- 4) Be adjudged to be quasi incompetent or incompetent person.
- 5) Resignation by express his desire by letter to the meeting.



- 6) The general meeting resolved to revoke in accordance with the section 44.
- 7) A person who has received a jail sentence through a final court consideration except it is a minor offence.
- 8) Be adjudged bankrupt or to be lost person in accordance with Civil and Commercial Code.
- 9) Be a person in accordance with the section 37/1 or has prohibited characteristics as per Section 37/2.

**Clause26. Vacancy of the Office of the Management Committee before the Cease of Tenure**

When the office of the management committee of the condominium juristic person has vacancy before the cease of tenure, the committee members shall arrange to have an annual extraordinary meeting to elect the committee members within 15 (fifteen) days from the date of vacancy.

The committee members that have been elected shall be in the office in the tenure of existing former committee members.

**Clause27. Liability**

The management committee of the condominium juristic person must not be responsible with any damage happen from the management of condominium juristic person excepts it is appeared that the action was honest or having the intention to make any damage or serious careless operation.

**Clause28. Meeting**

The management committee of the condominium juristic person stipulate the arrangement of the general meeting before the meeting date 7 days, also, also agendas must be arranged.

**Clause29. Meeting Method**

The committee meeting shall be arranged at least every three months, every meeting must be attended by the committee members not less than half of all members the constituted quorum of the committee meeting, the resolution of the meeting shall be decided by the majority vote of the attended committee members, if the attended members are not the constituted quorum then the meeting shall be re-convened within fifteen (15) days and the new meeting is not necessary to constitute the quorum.

One of the committee members may convene the meeting at any time, the convocation of the committee meeting shall be sent to every committee member in advance not less than seven (7) days, it must be identified the date, time, venue and agendas of the meeting.

Way of the meeting, the committee meeting shall elect one of a chairperson in the meeting and one of the committee members to be a secretary and one of the committee members shall be a secretary in the first meeting, in case the mentioned office is vacant then the rest committee members elect a member to be replaced in the next meeting.

In the absence of the chairperson for fifteen (15) minutes late or is not able to be the chairperson then the committee meeting shall elect one of committee member to be the chairperson in the meeting, the new chairperson has the existing times as the former one.

**Clause30. Meeting Resolution**

Resolution of the meeting must be received the majority votes of the attended committee members excepts in the event that there shall be the other stipulation in the regulation or according to the resolution of the meeting.

## **Section 7: Insurance**

### **Clause31. Arrangement of Insurance**

The condominium juristic person shall arrange to have and exist for good as follows;

- (a) The insurance with third party liability insurance by doing the insurance for the protection of the damage with body, life and damage with the property that is effected by the action of the condominium juristic person, the committee or the management committee of the condominium juristic person, the juristic person manager, co-owner of the apartment unit including with a staff or representative of the mentioned persons that act regarding with the common property or the building.
- (b) The fire insurance and other insurance (solely the other insurance can be done when receive the approval from the committee of the condominium juristic person) with the building that has been built to be the common property, the said insurance doesn't cover with the personal property of the co-owner of the apartment unit, equipment, machine, tools that has been added in the apartment unit which has been insured on the amount that be received the insurance to be enough or be similar to the expenses to be paid to recover the property has been insured, by not deduct the depreciation of the mentioned insurance that has been made for the interest of the condominium juristic person and a co-owner of the apartment unit or a mortgagee as per the ratio of the interest of each mentioned persons as was identified in the insurance policy for receiving the compensation to be operated for the benefit of a person made the insurance that is stipulated in this regulation.

### **Clause32. Quitclaim with the Condominium Juristic Person**

In the event that there is claim by the insurance contract cover to the damage both the condominium juristic person and co-owners agree not to claim anything or the management committee or the juristic person manager as long as the insurance policy or the insurance still exist for the benefit of the benefit of the condominium juristic person or co-owners ;even though, the cause of damage that has been insured shall occur from the carelessness or breach of contract of the mentioned persons.

### **Clause33. Right and Duty of a Co-Owner in the Insurance**

The insurance in the personal property or the amendment part in the apartment unit shall be the right of the proprietor of the personal property or the co-owner of that apartment unit to have the additional insurance, the co-owner of the apartment unit may make the insurance for the liability in the damage with a person or property that happen in that apartment unit but the co-owner must identify in the insurance policy has been made to have the exceptional text of receiving of the sub- right to claim with the condominium juristic person, a staff and the other co-owners even the mentioned insurance shall not impact or make the liability of the person shall be received the insurance in accordance with the insurance that the condominium juristic person to be decreased and, in case there is a damage occur with the property that the condominium juristic person has been insured but the juristic person receive the compensation less than the amount should be received according to the insurance of the juristic person since the insurance was made according to the reduced amount so this compensation, the juristic person manager has received the approval of the management committee to allocate to be in accordance with the objective for further.

**Clause34. Notice of the Due of Insurance Policy**

All insurance policy has been made by the condominium juristic person must be identified that the insurance policy shall not be revoked until the notice shall be sent in letter in advance at least fifteen (15) days to the juristic person manager, co-owners and mortgagee or another person relate to a person who send the notice was given from the person has made the insurance.

**Clause35. Insurance Premium**

Insurance premium for the insurance that has been made by the condominium juristic person and if there is any insurance that the management committee deem that it is necessary shall be deemed to be the common expenses and separate from the expense of the common property in accordance with clause 40 and clause 41 which shall be average paid by co-owners according to the ratio in the ownership of the common property that each co-owner has according to the details in clause 14.

**Clause36. Compensation**

Compensation was received, the juristic person manger has received the approval of the management committee to be the payer in the renovation construction of the damaged property or to pay according to the condition was stipulated in this regulation.

**Clause37. Representative According to the Insurance Policy**

The juristic person manger has received the approval of the management committee to be the representative of all person has their name in the insurance in accordance with the stipulation in the insurance policy has been made by the condominium juristic person, all compensation happen in the said insurance in the clause 31 then the juristic person has the authority to negotiate the compensation as identified by then juristic person manager by the approval of the management committee to be the person who bring that compensation to be the expense in the renovation or making the property was insured to be recovered in a good condition or refund to co-owners depends on the case and to be a person in authority to negotiate regarding the damage with the person has been insured.

**Clause38. Authority of the Representative**

Unless there shall be the other stipulation in this section to have the juristic person manager by the approval of the management committee and to act on the behalf of the condominium juristic person and all co-owners has the ownership to engage the mentioned persons. All matters regarding with the insurance has been made by the condominium juristic person in the agreement of the compensation, the quitclaim according to the revocation contract or the amendment in all insurance anyhow for the benefit of co-owners, the duplicate of the insurance policy, fire insurance contract and other insurance shall be kept with the juristic person manager.

**Clause39. Approval of the Annual Revision of the Insurance**

The management committee shall consider the revision of the insurance that the condominium juristic person has made at least one time per 12 (twelve) months.

**Section 8: Expense and Sinking Fund of the Condominium Juristic Person**

#### **Clause40. Expense of the Condominium Juristic Person**

"Co-owners mutual pay the expense occur from the common service including with occur from using equipments for the common use and have to mutual pay the tax and duties and the expense occur from the maintenance and operation regarding the common property to be in accordance with the stipulation in this regulation or in accordance with the resolution of the general meeting of co-owners, each co-owner must pay the expenses happen in the first paragraph monthly, despite that co-owners use the interest from his apartment unit or not, each co-owner must pay as follows;

- 1) Co-owner who is the owner hold the ownership of the apartment unit for a "resident" must pay the expense on the amount of 300 Bath (Three Hundred Bath Only) per month and on the amount of 3,600 Bath (Three Thousand and Six Hundred Bath Only) per ear.
- 2) Co-owner who is the owner hold the ownership of the apartment unit for a shop must pay the expense on the amount of 300Bath (Three Hundred Bath Only) per month and on the amount of 3,600 Bath (Three Thousand and Six Hundred Bath Only) per

year. Anyhow, each co-owner shall pay the above expense to the juristic person manager, for yearly must pay in advance 12 months on the behalf of the condominium juristic person to be paid the said expenses total 12 months per every year that co-owners must hold and comply with strictly.

The management committee or the juristic person manager by the approval of the committee has the authority to stipulate and amend of the retention, expenditure, collection including with the additional stipulation or reduce the expense of the mentioned common expense under the economic change.

#### **Clause41.Sinking Fund of the Condominium Juristic Person**

Co-owners must mutual establish and to pay the Sinking Fund of the condominium juristic person to be the working capital to be spent in any activity besides identified in the clause 40 including with to be the expense to begin to do any activity according to this regulation or according to the resolution of general meting of co-owners.

Each co-owner must pay the Sinking Fund of the condominium juristic person by despite that co-owners shall use the interest from his apartment unit or not, each co-owner must pay the Sinking Fund of the condominium.

- 1) Co-owner is be treated as the owner holding the ownership of the apartment unit on the 1<sup>st</sup> floor of the building must pay the Sinking Fund on the amount of 200Bath (Two Hundred Bath Only) per square meter by the calculation from the ratio of the apartment unit that holds the ownership.

In case, after the payment of Sinking Fund of the condominium juristic person was paid by co-owners according to clause (1) — (2) and there is the spending from the stated Sinking Fund, by the condominium juristic person if the fund has been spent until it is less than the (30) percentage of the money was collected from the above mentioned, the condominium juristic person has the authority to re-collect the Sinking Fund to be used for the benefit as per the first paragraph by the amount shall be re-collected will be in accordance with the resolution of the committee meeting.

Co-owner must pay the mentioned Sinking Fund on the date of registration of the ownership transfer in the apartment unit of each unit and shall be deposit with the bank "VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A" and the bank that

has been stipulated by the committee to deposit-withdraw and the expenditure of the Sinking Fund shall be in accordance with the rules and meaning of the committee.

Expense and the Sinking Fund of the condominium juristic person, co-owners doesn't have to pay to VIEWTALAY JOMTIEN CONDOMINIUM (1999) JURISTIC PERSON BUILDING A in the event that the ownership has not been transferred with VIEWTALAY JOMTIEN CONDOMINIUM (1999) BUILDING A Company.

#### **Clause42. Payment Due**

Each co-owner pay the expenses in accordance with the clause 40 and clause 41 within 7 (seven) day from the date of receiving the bill to be paid.

#### **Clause43. In Default**

If co-owner default to pay the mentioned expenses in the clause no.41 and clause 41, the co-owner must pay the interests on the percentage of 12 (Twelve) per year of the unpaid debt start from the due date until the date of payment with no compound and another expense for the collection operation of the unpaid debt and if the debt has been to pay late on the due date in the clause 41 more than 3 months, the committee by the juristic person manager has the authority to ban the common service or from the use of common asses as stipulated in the regulation and if a co-owner who is delinquent in payment in accordance with Clause 40 and 41 for a period of six months and up (Finance Charges ) at not over 20 % per annum of the unpaid balance, not compounded, and may be banned from using the common service of from the use of common assets as stipulated in the rules, through to receiving no voting right at a General Meeting

### **Section 9: Common Property Management**

#### **Clause44. Common Property Management**

The juristic person manager is the representative of the condominium by having duty to mangle and control regarding the common property including with to stipulate rules and regulation to be the guideline for the operation of co-owners anyhow this must be in accordance with the approval of the committee and virtue **the regulation** of this condominium juristic person or the resolution of the general meeting of co-owners or the relevant law.

### **Section 10: Utilization of Personal and Common Property**

#### **Clause45. Utilization of Personal Property and Common Property**

The management of the representative of the condominium juristic person is the right of co-owners or a person that is allowed by co-owners or has been entrusted to use the apartment unit virtue the responsibility of co-owners, by co-owners and/or a person who has been allowed including with followers must comply with the regulation strictly.

- 1) Co-owner or a user of the apartment unit must use as follows; In the part of apartment unit on the 1<sup>st</sup> floor no.434/1 must use the apartment unit to be a place of business solely, the part of office must be used to be the apartment unit for office only. In the part of resident must be used to be the resident only.

- 2) Co-owner or a user of the apartment unit must take care the apartment unit and the personal property to be in a good condition and shall not have any action to be danger, trouble, disgusting, impolite to make the annoyance and bothering with the peace of the utilization of the building of the other co-owners or with the security system of the building.
  - 3) Prohibition of feeding any pet in the apartment unit and/or in the boundary of the building and common property.
  - 4) Utilization of the apartment unit by the peace and making a noise and/or disturbance both inside the apartment unit and the common property.
  - 5) Prohibition of amendment or removal of the alarm, fire prevention system and/or the other system to common use unless there is the necessary to use and be approved by the juristic person manager.
  - 6) Prohibition of bringing personal property to be on the common property.
  - 7) Prohibition of carve, puncture or amend the ceiling and wall of the apartment unit that is connect with the corridor, terrace and/or the wall joint with the other apartment unit.
  - 8) Prohibition of setting up a bill- board or advertisement on the wall or the terrace outside the apartment unit.
  - 9) Prohibition of bringing equipments or utensils that has the overweight or an explosive ;such as, gas to be kept in the apartment unit.
- 10) Co-owner or a user of the apartment unit who desire to modify or extend the unit must send the design including with details to be inspected by the inspector and shall approve when the inspection was completed and there is no impact with fire prevention system and other public utility or not amend the outer condition of the building and/or not against with the regulation of the condominium juristic person must pay the warranty money on the amount not less than 50,000.00(Fifty Thousand Bath Only) to the condominium juristic person or according to the amount was stipulated by the juristic person and must comply with other regulation of the condominium juristic person which has been informed and/or announced to be acknowledged.
- 11) Prohibition of bringing construction equipments to be on the common property.
  - 12) Prohibition of bringing scrap of construction materials and decoration to discard in the garbage or throw away outside the terrace of the unit.
  - 13) Co-owner or a user of the apartment unit who desire to adjust or decorate in the apartment unit must send the design together with details to the juristic person manager to inspect and renovate, in the case that the common property or neighbor apartment unit has been damaged or from the dilapidation of equipments in that apartment unit.
  - 14) Co-owner or a user of the apartment unit must be responsible with the common property and the property of neighbor apartment unit or that apartment unit up stair and down stair as a consequence of the decoration or renovation or amendment of the removal of public utility and security system or damage happen from that apartment unit to be the cause.
  - 15) Prohibition of co-owner or a user of the apartment unit use the unit for the purpose of restaurant except the reserved place to be use for that purpose specially.
  - 16) Prohibition of co-owner or a user to bring the property that is fault or to possess for the purpose to violate the law or to gain by break the law and bring to the apartment unit or the common property.

- 17) Co-owner or a user that is against the above regulation, the committee or the general meeting by the juristic person manager has the authority to ban the public utility service and withhold the guarantee money or collect for the damage and/or ban, revoke the operation or order to demolish any part including with to adjust to be in the same condition by the cost of the co-owners of that apartment unit.
- 18) Co-owner who intend to transfer the ownership to the other person must notify to have a debt free certificate from the juristic person manager including with to inform the name, address or contact place of the transferee to the juristic person manager to know in advance at least seven (7) days and the new transferee must comply with the regulation and/or rules of the condominium juristic person strictly.
- 19) The stated rules and regulation by the consent of the management committee or by the authority of general meeting to issue the additional occasionally by posting an announcement to be acknowledged.
- 20) Co-owner shall use the common property by peace, not to cause the dirtiness or annoyance, obstruction of the operation or the exercise of right of the condominium juristic person or the other co-owners that use the common property or personal property.
- 21) Installation or networking, connection the water supply meter, electricity meter, water pipe, drain, electricity wire, telephone line and/or the personal property from each apartment unit to the common property shall be the duty of single owner of the condominium juristic person solely to be paid by all cost of co-owners, the installation cannot be done by arbitrarily.
- 22) Condominium juristic person sustain the right of the operation in the installation, connection or revocation the service, public utility and/or the other common property service to co-owners.
- 23) Co-owner shall not puncture, bash in or amend any part of the common property.

#### **Clause46. Decoration**

Decoration or amendment in the following matters shall be deemed to be the alteration of the condition of building outside which cannot be operated by co-owners or user except the consent of the general meeting of co-owners shall be approved.

- 1) Alteration of materials or color of the gate and windows of the apartment unit.
- 2) Alteration of materials or color of the wall of the unit that is connected with the corridor or the wall of the terrace of the unit.
- 3) Installation of the gate, curved steel window which is connected with the common corridor.
- 4) Installation of antenna, aerial or all satellite dish outside the apartment unit.
- 5) Alteration and amendment the condition of the terrace of the unit.

#### **Clause47. Liability**

Utilization in the common property and personal property of co-owners of the unit, she must follow the regulation of the condominium juristic person and the Condominium Act. If the mentioned

utilization in the property cause the damage to the other, co-owners must operate to have it altered to be in the same condition within the period shall be stipulated by the juristic person manager and/or shall compensate the damage, if co-owners doesn't not operate the stated operation within the due time, the juristic person manager has the authority to have it renovated to be in the same condition by al cost of co-owners and/or compensate the damage to the injured person.

**Clause48. Management Regarding the Following Common Property must be Resolved from the General Meeting of Co-Owners**

- 1) Management regarding the following common property must be received the vote in the half of all co-owners votes.
- 2) Permission to any co-owner in the expansion construction that impact to the common property or the appearance of the building outside by his cost.
- 3) Amendment of the regulation concerning the utilization or the management of common property.
- 4) Purchase of real estate or receive of real estate that has the charge on real estate to be the common property.
- 5) Amendment of the regulation regarding the utilization or the management of common property.
- 6) Construction that is the alteration, addition or renovation in the common property besides stipulated in the regulation or the resolution of the general meeting of co-owners.
- 7) Sale on the common property that is real estate.
- 8) Amendment of the ratio in the common expense in the clause 40.
- 9) Seeking of an interest in the common property.

In case, attended co-owners has the vote less than the stipulation, the new meeting shall be convened within 15 days from the date of the first meeting and in the new meeting must be received the vote not less than one third of all co-owners votes.

**Section 11: All and Partial Damage with the Condominium**

**Clause49. When there is Damage with the Condominium shall be operated as per the Following Cases;**

- 1 ) In the event that there is damage with all condominium building or partial but exceeding the half of all the apartment units, if co-owners resolve by the vote exceeding the half of all co-owners vote to construct or renovate the damaged part then the condominium juristic person shall proceed the construction or renovation the damaged part to be in a good appearance.
- 3) In the event that there is partial part of damage with the condominium but less than the half of all apartment units if most of co-owners of the apartment unit that has been damaged resolve to have the construction or renovation the damaged part of condominium then the condominium juristic person shall proceed the construction or renovation the damaged part of condominium to be in a good appearance.



3) Indemnity was received from the insurance shall be the expense for the construction or renovation by the said expense shall be deemed as the cost of construction or renovation in the common property, if both money is not enough amount to be paid then all co-owners shall share to pay the additional for the common property as per the ratio of ownership in the common property. Expense of the construction or renovation of the personal property shall be the liability of co-owners of the damaged apartment unit.

4) New apartment unit was constructed shall be deemed as the replacement of the former apartment unit and shall be deemed that the apartment title deed of the former apartment unit is the apartment title deed of the new apartment unit was constructed, if details in the former apartment title deed is not match with the new apartment unit was constructed then the condominium juristic person shall operate the competent official to have it corrected.

5) If there is the resolution not to have the construction or renovation in the damaged condominium the co-owner that is the owner of the personal property that has been injured to be terminated the right in the common property, in this event the condominium juristic person shall bring the indemnity was received from the insurance to compensate to the co-owner who has been terminated the right and if it is unsatisfied then the other co-owners will share to compensate the shortage amount anyhow to be in accordance with the ownership ratio of each co-owner in the common property.

When co-owners that doesn't have the construction or renovation in the damaged part has been received the compensation of the common property from co-owners then the apartment title deed of the said apartment unit to be revoked and co-owner shall send back the apartment title deed to the competent official within 30 (Thirty) days from the date of receiving the compensation of the common property.

10) For the happiness in the possession or the highest utilization in the apartment unit and condominium, all co-owners agree to disclaim the recourse with the condominium juristic person in the damage may happen with the condominium by agree to sign for the agreement in written first or on the date of transfer the ownership in the apartment unit.

## **Section 12: Expropriation of the Condominium**

### **Clause 50. Expropriation of the Condominium**

In the case that the condominium is expropriated in partial in accordance with the law concerning the expropriation then co-owners has been expropriated has been terminated the ownership in the rest common property from the expropriation. In this case, co-owners that has not been expropriated must share to pay the cost of common property to co-owners who is terminated the mentioned ownership anyhow the ownership ratio of each co-owner has in the common property and not abridge co-owners that shall resolve an unanimous resolution to revoke the condominium.

In the event that all condominium has been expropriated in accordance with the law concerning the expropriation then the condominium shall be revoked.

## **Section 13: Co-Owners General Meeting**

### **Clause 51. Meeting**

The juristic person manager or the management committee of the condominium juristic person shall arrange to have the co-owners general meeting as follows;

1) Annual general meeting shall be arranged to have a General Meeting which is to be held as the first Ordinary General Meeting within six months from the date of registration of the Condominium Juristic Person later the general meeting shall be arranged one time per year which is called the annual general meeting, the general meeting besides this is called an extraordinary meeting, the convene of the meeting shall be made in written in advance at least 7 (seven) days including with identify the date, time, venue and agendas in the meeting.

2) Extraordinary meeting, the juristic person manager or the management committee of the condominium juristic person to have co-owners meeting according to the following cases;

(a) When co-owners who has the right to vote that hold the joint ownership in total ratio not less than one fifth of the total ownership has joint petitioned to make a requisition to ask to convene an extraordinary meeting by the requisition must be identified the purpose of the meeting.

(b) When the position of the juristic person manager is vacant before the cease of tenure and the temporary arrange to have a meeting.

(c) When the juristic person manager of the condominium juristic person or the management committee agree to be the suitable matter.

person manager or the management committee doesn't convene and arrange to have the meeting **immediately, all co-owners who is a complainant can convene the extraordinary meeting by themselves.**

#### **Clause52. Means of Meeting Calling**

The general meeting must have the attendee that has the total vote of not less than one third of all vote then shall be constituted quorum.

#### **Clause53. Chairperson in the Meeting**

In the general meeting, the chairperson of the management committee to be the chairperson if the mentioned chairperson of the committee doesn't attend until 15 (fifteen) minutes late then the attended co-owners shall elect one of co-owners to be a temporary chairperson.

#### **Clause54. Postponement of the Meeting**

**In** every general meeting if co-owners or proxy attend the meeting and not constitute the quorum, the chairperson shall postpone the meeting, the next meeting shall be within 15 (fifteen) days from the date of the first general meeting. In the new appointment of meeting even there are attended co-owners or proxy not constitute the quorum anyway shall be deemed as the constituted quorum but in the meeting has been postponed is prohibited to consult any other business besides mentioned in the former general meeting.

#### **Clause55. Resolution of the General Meeting**

1) **Resolution of the general meeting must** be received the majority vote of attended co-owners except the resolution which must be used in accordance with the Condominium Act (Issue4) B.E.2551.

2) **In** these following cases, the resolution of the general meeting must be received the vote more than the half of all co-owners votes.

(a) Permission to one of co-owners to construct, decorate, renovate, alter and expand his apartment unit that impact with the common property or the appearance of the building by his cost.

(b) Construction or renovation of all damage or partial damage but exceeding the half all apartment units, the stipulation of the operation that the juristic person has the authority

to assign to the other to do on his behalf if co-owners resolve by the vote in accordance with the section 48 is to have the construction or renovation of the damaged building, the condominium juristic person shall proceed to have the construction or renovation of the damaged part to be in a good condition.

If the attended co-owners has the vote according to the first paragraph, the recalling of meeting shall be within 15 (fifteen) days from the date of the former meeting and to resolve matters regarding stipulated according to the first paragraph of the new general meeting and in this meeting must be received the vote of not less than one third of all co-owners vote.

3) In these following cases the resolution of the general meeting must be received the vote of three fourth of all co-owners vote.

(a) Amendment of the rate of the expense, the condominium juristic, Sinking Fund of the condominium juristic person including with the insurance of the condominium according to the regulation.

To purchase of real estate or be received the real estate that has liability in the common property.

(b) Additional amendment of the regulation regarding the common property.

(c) Construction to be the additional amendment or renovation the common besides stipulated in the regulation.

(d) Sale of common property that is real estate.

4) Regarding these matters, the general meeting must be received the vote of one fourth of all co-owners vote.

1) Appointment or revocation of the juristic person manager.

2) Stipulation an operation which the juristic person manager has the authority to assign the other person to do on his behalf.

#### **Clause 56. Co-Owners Vote**

Each co-owner has the vote as the ownership ratio in the common property, if one co-owner has the vote more than the half of all vote then shall reduce his vote to be as the other co-owners.

#### **Clause 57. Proxy**

Co-owners may give a proxy to the other to vote on his behalf by making a letter to submit to the chairperson but when the begin or before the begin of that general meeting, any co-owner doesn't settle the expense or any payment to be completed so in accordance with this enforcement, co-owner

has no right to vote, this proxy must be written the date and signature of co-owner and there lists as follows;

- 1) Vote that the proxy has
- 2) Name of Proxy
- 3) Appointment of the proxy for which meeting or for how long period of time

One proxy shall be the proxy to vote in the general meeting not exceeding three times. The juristic person manager or a spouse shall not be a chairperson in the meeting or to vote on the behalf of the other person.

### **Section 14: Revocation of Condominium**

**Clause58. The condominium already registered may be revoked upon of the following reasons;**

- 1) Co-owners adopt the resolution unanimously to revoke the condominium.
- 2) The entire condominium is damaged and the co-owners adopt the resolution not to rebuild the building.
- 3) The whole of the condominium has been expropriated under the law governing the expropriation of immovable property.

#### **Clause59. Liquidation**

When the condominium being revoked in accordance with clause 58, the general meeting of co-owners shall be arranged to appoint a liquidator within 14 (fourteen) days from the date of registration of the revocation of the condominium

#### **Clause60. Authority of Liquidator**

Liquidator has the authority to distribute the common property which is the real estate except the general meeting of co-owners resolve the other matter.

#### **Clause61. Other Law Execute to the Condominium Juristic Person**

The provision of the Civil and Commercial Code, Title 22, Partnership and Companies, Chapter 5 shall apply in the liquidation of the condominium juristic person mutatis mutandis.

#### **Clause62. Operation after the Completion of Liquidation**

Upon the completion of the liquidation , should there be property still remaining, such shall be divided to the co-owners according to the ratio each co-owner has the ownership in the common property.

### **Section 15: Amendment of the Regulation of the Condominium Juristic Person**

**Clause63. Amendment of the Regulation of the Condominium Juristic Person**

Amendment of this regulation shall be in accordance with the majority vote in the general meeting except at any case, the amendment the rate of the expense of the condominium juristic person, Sinking Fund, the insurance of the condominium juristic person according to the regulation and the additional amendment concerning the utilization or the management of the common property which can be amended when receive the vote not less than three fourth of all co-owners vote as per the clause 55.3.

### **Section 16: Suspending Clause**

#### **Clause64. Expense for the Management of the Common Property**

VIEWTALAY JOMTIEN CONDOMINIUM (1999) BUILDING A CO.,LTD shall be responsible to pay the expense for the management of the common property in the expense of the employment of the juristic person manager, staff and employee of the condominium juristic person including with the security, cleaning, expense of common water supply, expense of common electricity

according to the actual expense as the period of 3 (three) months from the date of registration of the condominium juristic person, VIEWTALAY JOMTIEN CONDOMINIUM (1999) BUILDING A CO.,LTD is able to expand the period of the expense bearing of the condominium juristic person by sending the notice notifying to the condominium juristic person.