

TRANSLATION


**Application Supporting the Request to Register Changing the  
Regulations of the Juristic Condominium**

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<u>Former Statement in the Regulations</u>	<u>Newly Amended Statement in the Regulations</u>
Use of Personal Property and Common Property	Use of Personal Property and Common Property
Article 6.1. Use of personal property: Each Co-owner has the rights use his personal property according to the provisions of the Civil and Commercials Code, except:  (3) raising pet that may cause harm to other co-owners.	Article 6.1. Use of Personal property: Each Co-owner has the rights use his personal property according to the provisions of the Civil and Commercials Code, except:  (3) bring pet into the Condominium premises.
<p>“This change of Regulations is based on the Resolution of the Co-Owners General Meeting, held on 15 February 2015, by 52.37% votes of the total 100% votes, pursuant to Section 48 of the Condominium Act of B.E. 2522 (1979) and the Amendments by Condominium Act (No. 4) of B.E. 2551 (2008) and registered on 14 July 2015.</p>	
-Signature- (Mr. Phonchai Sammawutthi) Land Officer	<b>Certified Correct Copy</b> -Signature- (Mr. Thawatchai Saensuk) Land Technical Officer, Professional Level 15 July 2015

Signed: \_\_\_\_\_ Applicant  
(Mrs. Nutchjaree Ponkroh)

**Certified correct translation**

  
.....  
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28 JUL 2015

Documentation of registration changes Regulations of the Condominium Juristic Person

<u>The original contents of the regulations</u>	<u>The new contents of the regulations has changed</u>
<p><u>Utilization of a Personal Property and Common Property</u></p> <p>Clause 6.3 Other duties of co-owners</p> <ol style="list-style-type: none"><li>(1) Co-owners are obliged to guarantee in their condominium unit.</li><li>(2) The Co – Owner has duty to manage their condominium unit to be in good condition for preventing the leak or broken water pipes, a musty odor, grime or any damage to be impact on other condominium unit owners and common property.</li><li>(3) The Co – Owner has duty to prepare the information (Address, Phone No., E-mail) which is able to contact the owner of the unit and if the owner changes must be informed.</li><li>(4) The Co- owner must keep their spare keys in the Condominium Juristic Person Office.</li><li>(5) Everyone (Co – Owner, Guest, The tenant) must comply the regulation of swimming pool, that be posted in website and placard at swimming pool.</li><li>(6) The Co – Owner has duty to inform the Regulation to the Tenant and the Guest, for case by case. In case of the Tenant or the Guest cause the damage, the Co – Owner has the responsibility to pay the cost.</li></ol>	<p><u>Amendment</u></p> <p>(7) Not allow to affix an advertise sign, Electrical equipment or any other at a balcony railing, which may affect the image and the beauty of the building, repair and painting of a balcony railing to be formed and the same color or similar.</p> <p>Regulatory change is approved by the Annual General Meeting of Co-owner on the day of 15 March, 2014 with the number of votes 62.26% in 100% of the ownership ratio, according by Condominium Act, BE 2522 section 48 amendment by Condominium Act (No. 4), BE 2551. Registered on the day of 21 May, 2014.</p> <p>-Signed-</p> <p>(Mr. Pornchai Sammawutti)</p> <p>Land Officials</p>

Signature.....-signed-.....Applicants

(Mrs. Nuchjaree Ponkroh)

**Certified True Copy**

-Signed-

(Mr. Thawatchai Sansuk)

Land Professional Technical Officials

1 May, 2014

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p><u>Clause 4(2) Paragraph two</u></p> <p>“The owner of each condominium unit has to make the payment stated in clause (1) and clause (2) in advance for the period of 6 (six) months, 3,500 Baht (Three thousand five hundred Baht only) for each month, so the total payment is 21,000 Baht (Twenty one thousand Baht only). Every unit owner has to make the above payment in advance on or before the 1<sup>st</sup> day of January and July of every year or as stipulated by the committee.</p> <p>Every unit owner has to be responsible for all bank fees. In case of delay, the owner has to pay additional amount in the rate of 10 (ten) percent per year until the payment is made.</p> <p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 23<sup>rd</sup> March 2013 with majority votes 53.348 % out of 99.99 % which is in line with section 48 of the Condominium Act B.E.2522 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2551. The above resolution was registered on 17<sup>th</sup> June 2013.</p> <p align="center">-Signed- (Mr.Pornchai Sammawutthi) Land Officer</p>	<p><u>Clause 4(2) Paragraph two</u></p> <p>“The owner of each condominium unit has to make the payment stated in clause (1) and clause (2) in advance for the period of 6 (six) months, 4,000 Baht (Four thousand Baht only) for each month, so the total payment is 24,000 Baht (Twenty four thousand Baht only). Every unit owner has to make the above payment in advance on or before the 1<sup>st</sup> day of January and July of every year or as stipulated by the committee.</p> <p>Every unit owner has to be responsible for all bank fees. In case of delay, the owner has to pay additional amount in the rate of 10 (ten) percent per year until the payment is made.</p> <p align="center">Certified copy -Signed- (Mr.Tawatchai Saensuk) Land Technical Officer Professional Level 18<sup>th</sup> June 2013</p>

Signed.....-Illegible-.....Applicant  
(Mrs.Nutjaree Phonkror)

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p><u>Clause 4(2) Paragraph two</u></p> <p>“The condominium unit owner has to pay the amount in clause 1, 2 in advance for the period of sixteen months, 3,000 Baht for each month, since the day of completion. To calculate the time for payment, the first month is the month in which the ownership is transferred or the lease agreement is made and the last month is the 36<sup>th</sup> month since the month of condominium unit construction completion. After the said 36<sup>th</sup> month, monthly payment has to be made in advance basis for every trimester on the 5<sup>th</sup> day of January, April, July and October of every year.</p> <p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.</p> <p style="text-align: center;">-Signed- (Mr.Pornchai Sammawutthi) Land Officer</p>	<p><u>Clause 4(2) Paragraph two</u></p> <p>“The owner of each condominium unit has to make the payment stated in clause (1) and clause (2) in advance for the period of 6 (six) months, 3,500 Baht (Three thousand five hundred Baht only) for each month, so the total payment is 21,000 Baht (Twenty one thousand Baht only). Every unit owner has to make the above payment in advance on or before the 1<sup>st</sup> day of January and July of every year or as stipulated by the committee.</p> <p>Every unit owner has to be responsible for all bank fees. In case of delay, the owner has to pay additional amount in the rate of 10 (ten) percent per year until the payment is made.</p> <p style="text-align: center;">Certified copy -Signed- (Mr.Tawatchai Saensuk) Land Technical Officer Professional Level 29<sup>th</sup> August 2012</p>

Signed.....-Illegible-.....Applicant  
(Mrs.Nutjaree Phonkror)

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p><u>Clause 4(3)</u></p> <p>In order to have fund reserved for construction or reparation on common properties, every co-owner has to pay the common fee charge based on the ratio of right on common properties. The amount of common fee charge is 20 Baht per square meter per month per condominium unit.</p> <p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.</p> <p style="text-align: center;">-Signed- (Mr.Pornchai Sammawutthi) Land Officer</p>	<p><u>Clause 4(3)</u></p> <p>In order to have fund reserved for construction or reparation on common properties stated in clause 3, every co-owner has to pay the common fee charge based on the ratio of right on common properties. The amount is 10,000 Baht (Ten thousand Baht only) per each condominium unit. The co-owner has to pay this amount in advance within 7 days since the day of receiving the notice or within the period stipulated by the resolution made in the committee meeting. If the committee has a meeting and have a resolution to repair or modify the common properties stated in clause 3 but the collected common fee charge is not enough, the co-owners has to make additional payment at the amount stipulated by the resolution of the committee. The said resolution has to be sent by e-mail or mail to the co-owners in advance. It also has to be posted on Sea View Condominium’s bulletin board and website.</p> <p>Every unit owner has to be responsible for all bank fees. In case of delay, the owner has to pay additional amount in the rate of 10 (ten) percent per year until the payment is made.</p> <p style="text-align: center;">Certified copy -Signed- (Mr.Tawatchai Saensuk) Land Technical Officer Professional Level 29<sup>th</sup> August 2012</p>

Signed.....-Illegible-.....Applicant  
(Mrs.Nutjaree Phonkror)

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p><b>The use of personal properties and common properties</b></p> <p>Clause 6.1 The use of personal properties: The condominium unit owner is entitled to use personal properties according to the Civil and Commercial Code, except the followings:</p> <ol style="list-style-type: none"> <li>(1) Any action that may affect the structure, stability and damage prevention system of the building.</li> <li>(2) Opening a shop, nursery, school, or any business that is indecent or may cause nuisance to the other co-owners.</li> <li>(3) Keeping animal that may be dangerous to the other co-owners.</li> <li>(4) Any action that impedes other co-owners' right in using their personal properties.</li> <li>(5) Making holes on the floor or wall, or installing anything that may cause damage to the floor or wall.</li> </ol> <p>Clause 6.2 The use of common properties: The condominium unit owner, as the co-owner, is entitled to use the common properties directly or through the juristic person, except the followings:</p> <ol style="list-style-type: none"> <li>(1) Constructing additional part that affects common property or appearance of the building.</li> <li>(2) Causing problem to the others who use common property.</li> <li>(3) Impeding the other co-owners who use common property.</li> <li>(4) Making common property dirty and look disgusting to the other co-owners.</li> </ol>	<p><b>The use of personal properties and common properties</b></p> <p>Add clause 6.3 Other responsibilities of the co-owners</p> <ol style="list-style-type: none"> <li>(1) The co-owner has to make insurance on his own condominium unit.</li> <li>(2) The co-owner has to maintain his own condominium unit and keep it in good conditions, and not allow any water leak, broken water tap, bad smell, dirtiness, or damage that affect the other co-owners and common properties.</li> <li>(3) The condominium unit owner has to inform contact details (address, telephone number and e-mail). If there is any change on such details, the condominium unit owner has to inform as well.</li> <li>(4) The condominium unit owner has to give a copy of his key to the office of the juristic person.</li> <li>(5) Everybody (the co-owner, visitor, lessee) has to obey the rules in regards to using the swimming pool. The rules shall be posted in the website and at the swimming pool.</li> <li>(6) The co-owner has to inform the rules to his lessee or visitor up to the case may be. If there is any damage caused by his lessee or visitor, he has to be responsible for that damage.</li> </ol>

“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.

Signed.....-Illegible-.....Applicant  
(Mrs.Nutjaree Phonkror)

Certified copy  
-Signed-  
(Mr.Tawatchai Saensuk)  
Land Technical Officer Professional

Level  
**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p>Clause 11. Co-owner general meeting: The co-owner general meeting has to be attended by members whose number of votes is not less than one third of the number of votes of all members. That is how the meeting quorum is reached.</p> <p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.</p> <p style="text-align: center;">-Signed-  (Mr.Pornchai Sammawutthi)  Land Officer</p>	<p>Clause 11. Co-owner general meeting: The co-owner general meeting has to be attended by members whose number of votes is not less than a quarter of the number of votes of all members. That is how the meeting quorum is reached.</p> <p style="text-align: center;">Certified copy  -Signed-  (Mr.Tawatchai Saensuk)  Land Technical Officer Professional Level  29<sup>th</sup> August 2012</p>

Signed.....-Illegible-.....Applicant  
(Mrs.Nutjaree Phonkror)

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p>Clause 13. The following resolution needs to get not less than three quarter of the number of votes of all co-owners:</p> <ol style="list-style-type: none"> <li>(1) To change the rate of shared expenses stated in the regulations.</li> <li>(2) To purchase or receive a real estate that is or will become a common property.</li> <li>(3) To change or add provision in the regulations in regards to the use or management of common properties.</li> <li>(4) To construct anything that shall change, add or improve common property apart from what mentioned in the regulations.</li> <li>(5) To sell a common property that is a real estate.</li> </ol> <p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.</p>	<p>Clause 13. The following resolution needs to get not less than half of the number of votes of all co-owners.</p> <ol style="list-style-type: none"> <li>(1) To change the rate of shared expenses stated in the regulations section 32(8).</li> <li>(2) To buy, receive or give a real estate that is or will become a common property.</li> <li>(3) To change or add provision in the regulations in regard to the use or management of common properties.</li> <li>(4) To construct anything that shall change, add or improve common property apart from what mentioned in the regulations.</li> <li>(5) To sell a common property that is a real estate.</li> <li>(6) To allow the co-owner to do, on his own expenses, a construction, decoration or modification to his condominium unit that may affect common properties or appearance of the condominium.</li> </ol>

-Signed-  
(Mr.Pornchai Sammawutthi)  
Land Officer

Certified copy  
-Signed-  
(Mr.Tawatchai Saensuk)  
Land Technical Officer  
Professional Level

Signed           -Illegible-           Applicant  
(Mrs.Nutjaree Phonkror)



**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p>Clause 15 Paragraph two</p> <p>The manager and his/her spouse are not allowed to be the meeting chairman or a proxy for any co-owner in the meeting.</p> <p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.</p> <p align="center">-Signed- (Mr.Pornchai Sammawutthi) Land Officer</p>	<p>Clause 15 Paragraph two</p> <p>The followings persons are not allowed to be a proxy for any co-owner.</p> <ol style="list-style-type: none"> <li>(1) Committee and their spouses</li> <li>(2) The manager and his/her spouse</li> <li>(3) Officers, staffs and employees of the condominium juristic person</li> <li>(4) Officers or staffs of the manager in case the manager is a juristic person</li> </ol>

Certified copy  
-Signed-  
(Mr.Tawatchai Saensuk)  
Land Technical Officer  
Professional Level

Signed -Illegible- Applicant  
(Mrs.Nutjaree Phonkror)

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p>Clause 18. Power of the juristic person manager: The juristic person manager has power to do all tasks of the condominium juristic person according to the regulations and resolutions of general meeting, for the benefit of the condominium juristic person and co-owners. Details are as follows:</p> <ol style="list-style-type: none"> <li>(1) To act according to the objective stated in clause 2 or the resolution of the co-owner general meeting or the condominium juristic person committee who has been formed up under the resolution of the co-owners, provided that it must not against the regulations.</li> <li>(2) In urgent case, the manager is entitled to, by his own decision, to arrange anything for the safety of the condominium like a normal person may do to his own property.</li> <li>(3) To be an attorney of the condominium juristic person.</li> <li>(4) To consider and appoint or employ staff or employee of the condominium juristic person, as well as to set the amount of wage for staff and employee of the condominium juristic person, and present it to the committee for approval.</li> <li>(5) To stipulate rules and regulations of the condominium juristic person</li> <li>(6) To collect payments made according to clause 3 of the regulations and to arrange anything to make sure that the co-owners obey the regulations and the resolution of co-owner general meeting.</li> </ol>	<p>Clause 18. The juristic person manager has power to do all tasks of the condominium juristic person according to the regulations and resolutions of general meeting, for the benefit of the condominium juristic person and co-owners. Details are as follows:</p> <ol style="list-style-type: none"> <li>(1) To act according to the objective stated in clause 4 or the resolution of the co-owner general meeting or the condominium juristic person committee who has been formed up under the resolution of the co-owners, provided that it must not against the regulations.</li> <li>(2) In urgent case, the manager is entitled to, by his own decision, to arrange anything for the safety of the condominium like a normal person may do to his own property.</li> <li>(3) To be an attorney of the condominium juristic person.</li> <li>(4) To consider and appoint or employ staff or employee of the condominium juristic person, as well as to set the amount of wage for staff and employee of the condominium juristic person, and present it to the committee for approval.</li> <li>(5) To control the work of staffs and employees</li> <li>(6) To stipulate regulations of the condominium juristic person as approved by the committee</li> </ol>

Certified copy  
-Signed-  
(Mr.Tawatchai Saensuk)  
Land Technical Officer  
Professional Level

Signed ...Illegible... Applicant  
(Mrs.Nutjaree Phonkror)

**Supplementary document to the application to change the regulations  
of the condominium juristic person**

<u>Original provision in the regulations</u>	<u>New provision in the regulations</u>
<p>(7) To call a general meeting and present balance sheet and annual report of the condominium juristic person to the meeting.</p> <p>(8) To bring up and keep documents, record books, account books, equipments for the office of the condominium juristic person, buildings, as well as all common properties of the condominium.</p> <p>(9) To invite co-owners or qualified people outside to become advisor of the juristic person manager, then stipulate the amount of wage and present it to the committee for approval.</p> <p>(10) To form a complaint or legal action in regards to tasks of the condominium juristic person, as well as to compromise or pass the dispute to the arbitrator for their consideration.</p> <p>(11) Other duties according to the condominium law.</p>	<p>(7) To collect payments made according to clause 7 of the regulations and to arrange anything to make sure that the co-owners obey the regulations and the resolution of co-owner general meeting.</p> <p>(8) To call a general meeting and present balance sheet and annual report of the condominium juristic person to the meeting.</p> <p>(9) To bring up and keep documents, record books, account books, equipments for the office of the condominium juristic person, buildings, as well as all common properties of the condominium.</p> <p>(10) To invite co-owners or qualified people outside to become advisor of the juristic person manager, then stipulate the amount of wage and present it to the committee for approval.</p> <p>(11) To form a complaint or legal action in regards to tasks of the condominium juristic person, as well as to compromise or pass the dispute to the arbitrator for their consideration.</p> <p>(12) Other duties according to the condominium law.</p>
<p>“The change of this rule is according to the resolution made in the co-owner general meeting held on 6<sup>th</sup> May 2012 with majority votes 58.538% out of 99.994 % which is in line with section 48 of the Condominium Act B.E.1979 amended by the Condominium Act (4<sup>th</sup> Edition) B.E.2008. The above resolution was registered on 28<sup>th</sup> August 2012.</p>	

-Signed-  
(Mr.Pornchai Sammawutthi)  
Land Officer

Certified copy  
-Signed-  
(Mr.Tawatchai Saensuk)  
Land Technical Officer  
Professional Level  
**Regulations**

Signed ~~Illegible~~ Applicant  
(Mrs.Nutjaree Phonkror)

## “Sea View Condominium” Juristic Person

### Name of the condominium juristic person

Clause 1. Name of the condominium juristic person: This condominium juristic person has been registered according to the Condominium Act (Volume 4) B.E.2551 to be a juristic person of which the name is as follow:

“Sea View Condominium” Juristic Person

### Objective

Clause 2. Objective: The objective of this condominium juristic person is to manage and maintain common properties of Logan Sea View Condominium Juristic Person. It is entitled to perform any action to achieve the said objective, provided that the action had to be in line with the resolution of the co-owners as stated in the Condominium Act. Details are as follows:

- (1) To manage any task for the safety of the building and all common properties.
- (2) To maintain and keep common properties in applicable condition for the co-owners to use.
- (3) To stand against outsiders or demand to get back the properties for benefit of all co-owners.
- (4) To perform any action for the benefit as stated in the objective, provided that it has to be according to the co-owners’ resolution made under condominium law. To hold ownership, take possession on, buy, exchange, transfer, receive, rent, rent out, hire purchase, mortgage, pawn or sell the properties, as well as any other action involved in the management according to the objective.

### Location of the condominium juristic person office: It has to be in the condominium

Clause 3. Address of the condominium juristic person is No.94, Phe-Kraeng-Kram Road, Kram Sub-district, Klaeng District, Rayong Province. Telephone No.0-3863 8882, 0 3863 8987-8.

### Amount of payment to the reserved fund that the co-owners have to pay in advance

Clause 4. Amount of payment to the reserved fund that the co-owners have to pay in advance: For the condominium juristic person to achieve the abovementioned objective, the co-owners have to pay as follows:

(1) Payment for facilities: The co-owner has to pay for expenses arising from the use of common facilities and tools, for the benefit of using in the common of each co-owner of unit . The rate of payment is based on the ratio of the condominium unit he owns. These expenses are such as for cleaning, gardening, swimming pool maintenance, garbage collecting, water supply and electricity on all common areas.

(2) Payment according to the ratio of right on common properties: The co-owner has to be responsible for tax, garden maintenance expenses, wages for cleaners, expenses of minor reparations on common properties, and expenses arising from the management of common properties such as salary for the manager, clerk and other expenses arising from the management on the condominium juristic person.

The condominium unit owner has to make the payments stated in clause (1) and (2) in advance basis for the period of thirty six months, 3,000 Baht (Three thousand Baht only) per month since the day of completion. To calculate the time for payment, the first month is the month in which the ownership is transferred or the lease agreement is made and the last month is the 36<sup>th</sup> month since the month of condominium unit construction completion. After the said 36<sup>th</sup> month, monthly payment has to be made in advance basis for every trimester on the 5<sup>th</sup> day of January, April, July and October of every year. The first payment has to be made on the 5<sup>th</sup> day of the month next to the aforesaid 36<sup>th</sup> month. The condominium juristic person may stipulate other payment period in relation to monthly expenses on the common property maintenance, provided that it has to inform all the co-owners. The amount of payment may be reduced or increased based on economic circumstances or resolution of the general meeting.

(3) Expenses arising from the reparation of damaged part of the building: If the common property is damaged all co-owners of the condominium have to share the expenses. The amount that

each co-owner has to pay is based on the ratio of right that he has on common properties. The said amount is 20 Baht per square meter per month.

#### Common property management

Clause 5. Common property management: All management on the common properties is the responsibility of the manager, provided that his management has to be under the resolution of the co-owner meeting.

Certified true copy  
-Signed-

- (1) Permission to one of co-owner to adjust ,modifying which is effective to the common or out side the building , the one of co-ownership, must pay the expenses by him/herself
- (2) To buy, receive or give a real estate that is or will become a common property.
- (3) To change or add provision in the regulations in regard to the use or management of common properties.
- (4) To construct anything that shall change, add or improve common property apart from what mentioned in the regulations.
- (5) To sell a common property that is a real estate.
- (6) To construct or repair the condominium that is damaged entirely or partly.
- (7) To manage the common property which, according to the condominium law, can be done only with resolution from the co-owner general meeting.

#### The use of common properties

Clause 6.1 The use of personal properties: The condominium unit owner is entitled to use personal properties according to the Civil and Commercial Code, except the followings:

- (1) Any action that may affect the structure, stability and damage prevention system of the building.
- (2) Opening a shop, nursery, school, or any business that is indecent or may cause nuisance to the other co-owners.
- (3) Keeping animal that may be dangerous to the other co-owners.
- (4) Any action that impedes other co-owners' right in using their personal properties.
- (5) Making holes on the floor or wall, or installing anything that may cause damage to the floor or wall.

Clause 6.2 The use of common properties: The condominium unit owner, as the co-owner, is entitled to use the common properties directly or through the juristic person, except the followings:

- (1) Constructing additional part that affects common property or appearance of the building.
- (2) Causing problem to the others who use common property.
- (3) Impeding the other co-owners who use common property.
- (4) Making common property dirty and look disgusting to the other co-owners.

#### **The ratio of the co-owners of common property ownership in the condominium registration.**

Clause 7. The ratio of the co-owners of common property ownership in the condominium registration , the owner of each unit has the ration right in common property , according to specify in the certificate of ownership of condominium unit

#### Rate of common charges of the co-owners according to section 18

Clause 8. Rate of common charges of the co-owners according to section 18: The co-owner has to pay for tax according to the ratio of right that he has on common properties.

The co-owner has to pay for the expenses arising from the use of common tools, equipments and facilities, as well as the expenses arising from the maintenance or management of common properties. The portion he has to pay is based on the ratio of right that he has on common properties as stated in section 14 or based on the condominium unit he owns as stated in the regulations.

The person who hold ownership on the land and building as stated in section 6 has to be a co-owner holding a condominium unit that is still not transferred to anybody, and that person has to pay the expenses stated in the first and second paragraph based on the unit he owns.

Other provisions in the ministerial regulations

Clause 9. Other provisions in the ministerial regulations: The change anything in the registered regulations can be done only with the resolution from the co-owner general meeting, and the manager has to register that change in front of the officer within thirty days since the day of co-owner general meeting.

Calling for and managing the general meeting

Clause 10. General meeting: The condominium juristic person manager has to invite all co-owners for the first general meeting within six months since the day of condominium registration. For the next general meeting the manager shall invite all co-owners.....

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Clause 12. Resolution of the general meeting: Resolution of the general meeting needs to get majority votes from the co-owners attending the meeting, however, resolution on the following matters needs to get more than half of votes from all co-owners.

- (1) To allow the co-owner to do, on his own expenses, a construction, decoration or modification to his condominium unit that may affect common properties or appearance of the condominium.
- (2) To appoint or dismiss the manager.
- (3) To fix the tasks that the manager is entitled to assign other people to do on his behalf.
- (4) To construct or repair the condominium in whole or in part and more than half of all condominium units.

If the number of co-owners attending the meeting is not enough to be majority as stated in paragraph two, the new meeting has to be held within fifteen days since the day of former meeting. In the new meeting, the resolution shall be made with majority of votes of the meeting attendants.

Clause 13. Resolution of the following matters needs not less than three quarter of the number of votes of all co-owners:

- (1) To change the rate of common charges in the regulations.
- (2) To buy or receive a real estate that is a common property.
- (3) To change the regulations in regards to the use or management of common properties.
- (4) To construct anything that will change, add or improve the common properties apart from what mentioned in the regulations.
- (5) To sell a common property that is a real estate.

Clause 14. In regards to voting, the number of vote that a co-owner has is based on the ratio of right that he has on common properties. If one co-owner has more than half of all votes, the number of his votes will be reduced to be equal to the sum of votes of all other co-owners.

Clause 15. The co-owner may make a power of attorney to assign a proxy. However, one person can't be a proxy for more than three persons.

The manager and his/her spouse are not entitled to be a chairman or a proxy for any co-owner.

Rate of common charges as stated in clause 3 of the regulation

Clause 16. Rate of common charges as stated in clause 3 of the regulation: The owner of each condominium unit has to pay the expenses in clause 3 at the rate stated in the condominium unit ownership certificate.

Appointment, power, office term and discharge of the Sea View Condominium Juristic Person

Clause 17. Appointment of the condominium juristic person: The manager is appointed by the meeting resolution made with more than half of votes of all co-owners.

Clause 18. Power of the juristic person manager: The juristic person manager has power to do all tasks of the condominium juristic person according to the regulations and resolutions of general meeting, for the benefit of the condominium juristic person and co-owners. Details are as follows:

- (1) To act according to the objective stated in clause 2 or the resolution of the co-owner general meeting or the condominium juristic person committee who has been formed up under the resolution of the co-owners, provided that it must not against the regulations.
- (2) In urgent case, the manager is entitled to, by his own decision, to arrange anything for the safety of the condominium like a normal person may do to his own property.
- (3) To be an attorney of the condominium juristic person.
- (4) To consider and appoint or employ staff or employee of the condominium juristic person, as well as to set the amount of wage for staff and employee of the condominium juristic person, and present it to the committee for approval.

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- (5) To stipulate rules and regulations of the condominium juristic person
- (6) To collect payments made according to clause 3 of the regulations and to arrange anything to make sure that the co-owners obey the regulations and the resolution of co-owner general meeting.
- (7) To call a general meeting and present balance sheet and annual report of the condominium juristic person to the meeting.
- (8) To bring up and keep documents, record books, account books, equipments for the office of the condominium juristic person, buildings, as well as all common properties of the condominium.
- (9) To invite co-owners or qualified people outside to become advisor of the juristic person manager, then stipulate the amount of wage and present it to the committee for approval.
- (10) To form a complaint or legal action in regards to tasks of the condominium juristic person, as well as to compromise or pass the dispute to the arbitrator for their consideration.
- (11) Other duties according to the condominium law.

Clause 19. Office term of the condominium juristic person manager: The manager's office term is two years. At the end of this period if there is still no election for a new manager, the present manager will remain in position until there is an election for a new manager.

The condominium juristic person manager, who is out from office term, can be elected again.

Clause 20. The condominium juristic person manager shall be out from his position in following cases:

- (1) Death
- (2) Out from being a co-owner
- (3) Get a court judgment to become bankrupt
- (4) Get a court order to become incompetence or quasi-incompetence
- (5) Reach the end of office term
- (6) Sign off by giving a written notice to the co-owner general meeting.
- (7) The general meeting has a resolution to dismiss as stated in clause 10(2)

Clause 21. In case the manager position is unoccupied before the end of office term: If the position of manager is unoccupied before the end of office term, a senior co-owner, based on the period of time of owning his condominium unit, shall be a temporary manager until the new manager is selected.

The temporary manager shall soon call for a general meeting to select a new manager.

Terminating the condominium

Clause 22. Terminating the condominium: The condominium that has been registered with a condominium juristic person may be terminated by one of the following causes:

- (1) Co-owners reach unanimous resolution to terminate.
- (2) The condominium is totally damaged and the co-owners reach a resolution not to rebuild it.
- (3) The condominium is totally seized by government according to the law.

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(Miss Umarin -Illegible-)