

# **RULES & REGULATIONS OF LAGUNA HEIGHTS LONG BEACH CONDOMINIUM**

## **CHAPTER ONE**

### General provisions

#### **Article 1.** Name of rules and regulations

The official title of these Articles of Association is “Laguna Heights Long Beach Condominium Rules and Regulations Manual”.

#### **Article 2.** Definitions

Definitions in these Articles of Association:

“**Condominium**” refers to “Laguna Heights Long Beach Condominium.

“**Co-owner**” refers to an owner of a condominium unit or spouse and/or a representative in case a juristic entity owns a condominium unit.

“**Condo unit**” refers to part of the Condominium which is separately owned by an individual. The total surface of the Condominium is 7127.19 square meters.

“**Personal property**” means a condo unit and any construction or property allocated as the ownership of an individual.

“**Administrative Juristic Condominium Committee**” (also called Committee) refers to a group of persons according to Article 28 of the Articles of Association; who are elected by co-owners according to Article 34 to carry out objectives set by co owners, except the appointment of the first Condominium Committee for the registration of the Condominium.

“**Project Owner**” refers to Laguna Long Beach Heights One Company Limited(also called the “Developer”).

“**Juristic Condominium**” refers to Laguna Heights Long Beach Condominium as a legal entity.

“**Rules and Regulations**” refer to Laguna Heights Long Beach Juristic Condominium, Rules and Regulations Manual.

“**Condominium Act**” means the Condominium Act B.E. 2542 (A.D.1999).

**Article 3**

Condominium units are meant for residential purposes only. Except unit 159/193 is legally registered as commercial unit.

**Article 4. Application of these regulations and amendments**

4.1. The Articles of Association are applicable to all co-owners and their dependents. Their representatives and/or their tenants, starting immediately after the Condominium is registered and the co-ownership becomes a Juristic Person.

4.2. Any amendment(s) to the Articles of Association must be done within a General Meeting of co-owners in line with the Condominium Act and the Articles of Association. The Committee will then ask the Juristic Condominium Manager to have the amendments registered with officials concerned within a maximum of 30 days. The amendment(s) to the Articles of Association will become effective and enforceable upon proper registration.

**Article 5**

In terms of any co-owner(s) calling a General Meeting or a vote on any matter(s) purported to be in violation of the Articles of Association, co-owners have the right to take legal and/or juristic action to withdraw the call for a General Meeting or for a vote within one month from the voting date.

**Article 6. Provisions of condominium Act**

In the case where any applicable terms or conditions are not contained within these Articles of Association, clauses within the Condominium Act shall be applied.

**CHAPTER TWO****Objectives****Article 7. Objectives**

The objectives of the Juristic Condominium are for the management, care and supervision of the common property. The Juristic Condominium has the right to take action for the highest benefit to co-owners in living together in the Condominium. However, the action must be in line with resolutions of co-owners at the General Meeting under the Condominium Act, namely:

7.1 Take care of and arrange repair and maintenance of all public utilities and common property, including those properties to be purchased in the future so that they are always in good and functional conditions.

7.2 Take appropriate action for general safety, to provide a security system for the building and common property and to introduce measures to prevent damages to the building and common property, as well as obtain the necessary insurance policies through a registered insurance firm.

7.3 Contract or employ government agencies, state enterprises or other organizations companies, firms or individuals to maintain, supervise, take care of and/or repair the common property.

7.4 Collect annual maintenance fees and other relevance from co-owners and earn or acquire money to cover expenses in taking care of the public utilities and to pay for applicable property taxes to the government.

7.5. The Juristic Condominium reserves and supports the rights of each and all co-owners, in prosecuting, by any means, including legal actions against a third party for the return of any common properties and/ or any co-owner's legal actions claiming indemnification from a third party. The above rights of co-owners must be processed through the Juristic Condominium Manager or the Administrative Juristic Condominium Committee.

## **CHAPTER THREE**

### **Common Property**

#### **Article 8. Common property**

The common property of this Condominium includes all parts of the Condominium outside the condo units, land on which the Condominium is situated and other property provided for communal usage by all the co-owners. They are as follows:

8.1 Such parts of the Condominium which are not condo units, such as foundations, piles, pillars, stairs, elevator shafts, roofs, machining rooms, roof-decks, walkways & corridors, driveways, car parking areas, external walls, water shafts, ducts, rooms spaces or parts of the building set aside for common use amongst co-owners.

8.2 The land on which the Condominium is situated, being the land bearing inclusive of building or developed properties on aforesaid areas, provided for communal usage.

8.3 Other properties for communal use amongst co-owners whose ownership or rights are held by the Condominium, for instance, office of the Management, utensils, elevators, firefighting equipment, fire hoses, water pipe systems, electric wiring, transformers, electric boxes, power systems, lightning rods, electrical equipment, waterworks and drainage systems, water pumps, manholes, septic tanks, dams,

telephone systems, TV antennas, Internet system swimming pool, garage gate and other such facilities.

**Article 9. Ownership ratio to the common property**

Each co-owner shall have ownership over the common property as per the ratio specified in their owner certificate of ownership for the condominium unit registered in their own or company name at the Banglamung Land Department Office, Pattaya City, Chonburi, Thailand 20150.

**CHAPTER FOUR**

**Condominium Management and Administration**

**Article 10. Office of condominium juristic person**

Office of the Juristic Condominium is located at 159/192 Moo 5, NakluaSoi 16, Naklua, Banglamung, Chonburi 20150 Thailand. The Condominium Manager shall have duties and responsibilities according to the Condominium Act as well as the duties and responsibilities specified within these Articles of Association.

**Article 11. Duties of the Manager**

The duties of the Juristic Condominium Manager include:

11.1 Act on behalf of the Condominium juristic person in accordance with the objectives of these regulations and resolutions approved by the General meetings of co-owners or by resolutions approved by the Committee without contrary to the laws.

11.2 Manage and take care of the common property, purchase and acquire property and provide for facilities and utilities for co-owners. Property purchase and procurement shall correspond with regulations set by the Committee.

11.3 To undertake any appropriate action for the smooth management and care for the common property and for co-owners' benefits.

11.4 To collect money from co-owners for/and expenses incurred from the administration and maintenance for the Condominium's common property.

11.5 To supervise the use of condo units and the common property being used by co-owners or other residents in accordance with the Condominium Act and the existing and future rules and regulations.

11.6 To represent the condominium and have authority to act on behalf of the condominium under the scope of Thai law and rules or resolutions of the General Meeting of co-owners and of the Committee;

11.7 To assign other persons to handle certain activities on his/her behalf after informing or consulting with the Committee.

11.8 In the case of necessity or urgency, the Manager has the authority in taking adequate initiatives or measures for the security of the Condominium as any ordinary person would do to maintain and manager his/her personal belongings.

11.9 To arrange for General Meetings of co-owners.

11.10 To prepare financial statements, reports of operation of the Juristic Condominium duly examined and verified by the auditor for submission to the General Meeting except for the first General Meeting in which no examination and verification by the auditor shall be required.

11.11 To file reports, lodge complaints and to demand outstanding debts on behalf of the Juristic Condominium.

11.12 To commence cases and/or make compromises on behalf of the Juristic Condominium upon approval by the Committee.

11.13 With approval from the Committee, the Juristic Condominium Manager has right to formulate regulations in order to carry out his/her duties in accordance with the objectives of the Condominium, which are not in violation of the Articles of Associations or the Condominium Act.

## **Article 12. Term of the Manager**

The term of office of the Juristic Condominium Manager is one year. This contract will be extended for an additional 1 years unless a resolution at a General Meeting has been passed to terminate the employment agreement for this Juristic Person.

If the position of the Jurist Condominium Manger becomes vacant before normal termination, the Chairman or a person appointed by the Administrative Juristic Condominium Committee shall take the position as a provisional Juristic Condominium Manager until a new election is held. The outgoing Juristic Condominium Manager can be reinstated. Appointment of a Juristic Condominium

Manager in the previous sentence does not include the one appointed for the registration of the Condominium according to the law pertaining to Condominium.

### **Article 13. Vacation of the position of Manager**

13.1 The Juristic Condominium Manager's term of office is ended in one of the following cases:

- Death
- Being adjudged as bankrupt person
- Being ordered by the court to be incompetent or quasi-incompetent person
- Expiry of the current employment term
- Resignation
- Being withdrawn from position by resolution of the General meeting.

Being withdrawn from the position by resolution of a General Meeting for the registration of the change of Juristic Condominium Manager, the following documents are required;

13.2 Approved minutes of the General Meeting stating the removal and appointment of the Juristic Condominium Manager;

13.3 List of participants in the General Meeting and their signatures.

13.4 Voting ballots to remove Jurist Condominium Manager from the position (if any) and voting ballots to appoint a new Juristic Condominium Manager;

13.5 In case the Juristic Condominium Manager leaves his/her position before the normal term of office and there is no vote to remove him/her in a General Meeting, a resignation letter shall be displayed except in the case of 13.1, 13.2, 13.3 and 13.4

## **CHAPTER FIVE**

### **Share of Common Expenses**

#### **Article 14. General expenses**

The Committee, on behalf of the co-owners, shall set up a "Condominium sinking fund" as a reserve fund for future repairs, maintenance or purchases of additional common property. Each co-owner shall pay in proportion to his/her ownership. The Condominium Manager, on behalf of the Condominium Committee, shall deposit the funds at a specified bank under the name and account number of "The Laguna Heights Long Beach Juristic Condominium" bank under the name and account.

The Condominium Committee shall appoint and approve/authorize the Condominium Manager and /or the Administrative Juristic Condominium Committee members to withdraw money, when necessary, on behalf of the co-owners.

Each co-owner must take the shared responsibilities for the expenses as follows:

14.1 “**Condominium sinking fund**” due on the ownership transfer date and other funds according to resolutions of General Meetings;

14.2 “**Maintenance Fee**” means an amount of money due to cover expenses incurred from the management and maintenance of the common property, the rate of Baht 40 per square meter per month (forty Baht) for each of the following year.

14.3 Expenses incurred from the common facilities and other tools and equipment to serve co-owners;

14.4 Fees for using the common property at the rate fixed by the Condominium Committee such as fees for the swimming pool, etc.

14.5 Each co-owner must pay proportionately, according to his/her share in the ownership of the common property, for taxes, insurance premiums and other expenses incurred from the maintenance of the common property;

14.6 As for expenses in Articles 14.2 to 14.5 each co-owner must pay at the date fixed in the following Clause 16 for the first year of operation. Payment shall be made by crossed post-dated checks, cashier’s checks, company checks and/or Electronic Funds Transfer (“EFT”) in advance for one year payable to the Laguna Heights Long Beach Juristic Condominium bank account. The rate of the fee is subject to change according to the prevailing economic conditions, but the change must be approved by the Condominium Committee and/or the General Meeting;

14.7 While ownership is being transferred to co-owners, if the condominium fees for common expenses collected from the co-owners do not cover the actual administration expenses of the condominium, the Developer shall be responsible for the payment of the additional administration costs;

14.8 Enforcement of the provisional clause (Clause 14.7) shall come to an end one year from the condominium registration date.

**Article 15. Personal expenses**

Each co-owner or resident shall pay for utility charges as well as personal expenses such as electricity, water and telephone charges, etc., at the rate fixed by the Juristic Condominium, the Committee and/or the General Meeting, which will reflect the current and the standard Thai Government Water and Electric Authority charges plus a minimal service fee set by the Committee.

**Article 16. Payment**

Payment according to Articles 14 and 15 shall be made at The Condominium Office within thirty (30) days from the day the co-owner receives a notice from the Juristic Condominium Manager. If a co-owner fails to pay within thirty (30) days, or his check is dishonored, a fine of non-compounded interest of 12% per annum shall be penalized on top of the overdue amount as prescribed in the condominium regulations. Co-owners who have payments overdue for the monetary payments required under Section 15 exceeding a six-month period shall be subject to a 20% per annum penalty and may risk having the supply of utilities stopped or may be prevented from accessing the common facilities as further prescribed in the condominium regulations. The penalties under paragraph one shall be regarded as an expense under Section 14.

**Article 17**

Co-owners shall share the expenses stated in Articles 14 and 15 starting from the Condominium registration date or the date the condo unit ownership is transferred from the project owner to the buyer.

**CHAPTER SIX****Insurance and Damage of the condominium****Article 18. Insurance**

The Juristic Condominium Manager, with approval from the Committee, shall contract insurance for the Condominium against fire and any other disaster deemed appropriate by the Juristic Condominium Manager and the Committee with reliable companies at the current market prices. The Condominium is the insured body and is also the beneficiary, on behalf of the co-owners, it has to use funds received from the insurance company to repair the Condominium or pay the damages in case of disasters.



**Article 19. Emergency cases**

In the case of necessity or urgency to manage, maintain or repair the common property for the benefit of most co-owners, or according to the resolutions of the General Meeting not in violation of the Articles of Association or the Condominium Act.

The Manager, with approval from the Committee, has the authority to utilize funds from the Condominium Sinking Fund set aside for such emergencies or other funds, or to collect additional amounts from the co-owners for emergency cases.

**Article 20. Damage of the condominium**

In case of fire or any other damage, if only part of the Condominium is damaged, co-owners shall immediately repair it through the Juristic Condominium Manager with approval from the Committee with money claimed from the insurance company or from co-owners in case the indemnities do not cover the repair costs.

In case the entire Condominium is damaged, an urgent Extraordinary General Meeting shall be called to determine whether or not to rebuild the condominium. If it is agreed to rebuild the condominium, the Juristic Condominium, the Juristic Condominium Manager with approval from the Committee, shall take action accordingly with money claimed from the insurance company or from co-owners in accordance with the Condominium Act.

If the compensation and /or Condominium funds do not cover the rebuilding cost or the co-owners have decided not to erect a new building, in other words, ceasing and abolishing the Condominium, the Juristic Condominium Manager with approval from the Committee shall call an Extraordinary General Meeting to officially decide the ceasing and abolishment of the Condominium.

If the Condominium receives money claimed from the insurance company, the Juristic Condominium Manager and the Committee shall distribute such funds, along with the residual Condominium funds after a proper audit, according to the Condominium Act, to the totality co-owners in proportion to their ownership in the common property.

**Article 21. Construction or Repairs**

In cases where the building is damaged, every co-owner shall share the expenses on building construction or repairs which are common property according to his/her proportion in the ownership of the common property. Expenses for construction or repairs of the personal property shall be covered by the damaged co-owners themselves (if the damage was not caused by the third party). A re-constructed condo unit, according to the previous paragraph, shall substitute the original condo unit and the original ownership document shall be applicable to the newly renovated condo unit.

If any details in the ownership document vary from the newly renovated condo unit, the officials concerned have the authority to correct the documents accordingly.

**CHAPTER SEVEN****Use of Personal Property****Article 22**

In the usage of personal property, the owner or persons authorized by his/her can use any property in his/her unit under the following regulations.

22.1 The co-owner or person authorized by him/her shall take care of his/her condo unit and belongings and keep them always in good conditions and refrain from doing anything to harm, disturb or disgust other dwellers or affect the security system of the Condominium;

22.2 No pet is allowed without approval from the Committee in writing;

22.3 No one should make excessive noise in his/her unit or common areas at inappropriate times;

22.4 No one shall alter or move the alarm system, fire prevention system, TV signal system, and/or other control systems. If it is necessary to alter or move a common system, official permission must be obtained from the Juristic Condominium Manager, who shall thoroughly examine each request on a case by case basis;

22.5 No one shall pour water or any liquid or throw anything out of his veranda;

22.6 No one shall evacuate any waste potentially obstructing drainage system like water mixed with cement or other sediment into the drainage system or toilet bowl;

22.7 No one shall dump sanitary napkins or garbage into a toilet bowl or drainage pipe;

22.8 No one shall leave personal belongings such as shoes outside his/her condo unit;

22.9 No one shall chisel, drill or modify the floor, ceiling or wall adjoining the walkway, veranda or neighboring another condo unit;

22.10 No one shall fix a picture, poster, advertising sign, plants, flowers or any other items on the wall and /or veranda outside the condo unit;

22.11 No one shall erect or alter any veranda rail or add any iron grill except a grill whose design has already been approved by the Condominium or after having received approval from the Committee and/or the General Meeting;

22.12 No one shall alter the design of the veranda of any condo unit. If any air compressor or similar is to be installed on the veranda of a unit, it shall be installed in a location specified by the Condominium management;

22.13 A co-owner or resident who wishes to alter or redecorate his/her unit shall ask permission from the Juristic Condominium Manager and submit alteration plans to be considered by the Committee. The plan will be approved only if the Committee assesses that it does not affect the security of the building, and/or common facilities, or the external appearance of the Condominium and/or is not in violation of the Articles of Association, Rules and Regulations and/or the Condominium Act;

22.14 No one shall leave construction materials in the common areas;

22.15 No one shall dump construction residues in the garbage chute or throw them out of the veranda;

22.16 Co-owners or tenants shall let Condominium officials and/or technicians enter their condo unit to check and make any necessary repairs to ensure that they are returned to their original condition and will continue to function properly;

22.17 Co-owners or tenants shall be held liable for any damage to the common property, adjoining units or units above or below, affected by their construction, re-decoration or alteration of the common facilities or alarm system or any other;

22.18 Before or during any renovation, the co-owner or resident shall deposit an amount of at least Baht 20,000 (Twenty thousand Baht) with the Condominium Juristic Person to guarantee against possible damage or at the rate fixed by the Condominium, and shall abide by the Condominium rules and regulations. Baht 2,000 (Two thousand Baht) or more shall be retained by the Condominium for expenses of cleaning, elevator use, and normal wear and tear;

22.19 If a condo unit causes pest, order-disruption or cleanliness problems, the Condominium Management (after giving a notice to the co-owner) can enter and correct the problem and charge the unit's owner for the costs.

22.20 Any guest staying in the condominium must give a copy of his/her identification to the Condominium Management;

22.21 Residents and guests must obey to all rules for the common areas, particularly those regulating the Swimming Pool and the Fitness Room (Annex № 1,2) or they can be banned from the facilities;

22.22 No charcoal or open fires are permitted on the balconies or in the condo units, or the condo common property;

22.23 Condominium Management has the power to ban problem guest(s) from the property;

22.24 Co-owners or tenants shall only use the designated parking areas for parking automobiles and motorcycles, unless prior authorization is given by the Juristic Condominium Manager, Committee or General Meeting;

22.25 Co-owners or tenants who or whose visitors or contractors violate any of the Condominium Rules shall face measures introduced by the Committee or the General Meeting through the Condominium Manager such as suspending supply of water or telephone or others. The Juristic Condominium Manager is empowered to confiscate the guarantee deposit and or claim for damages and/or order necessary demolitions, as well as return everything to its original state, at those particular co-owners' and or tenants' expenses;

22.26 Co-owners who wish to transfer their ownership to other persons must obtain a letter from the Juristic Condominium Manager certifying that they do not have any outstanding building amounts due. They are required to inform the Juristic Condominium Manager about the name and address of the transferee and the

transferee shall abide by the Condominium Rules and Regulations including the payment of the transfer fee;

22.27 The Juristic Condominium Manager, with approval from the Administrative Juristic Condominium Committee, may formulate additional Regulations as found appropriate, and post them by e-mail and on the notice board for all co-owners and residents to observe.

### **Article 23. Renovations and alterations**

The following changes, renovations or alterations are deemed to affect the external appearance of the building, which the co-owners or tenants are not, allowed to do, except with written permission from the Juristic Condominium Manager the Administrative Juristic Condominium Committee and/or General Meeting:

23.1 Change of materials or colors of the doors or windows, including windows on the veranda;

23.2 Change of materials or colors of walls adjacent to common walkways as well as walls on the front and/or back verandas;

23.3 Installation of iron grills on doors or windows or on the veranda of the condo units;

23.4 Installation of TV antennas and TV dishes.

## **CHAPTER EIGHT**

### **Administration of the Common Property**

#### **Article 24**

The Juristic Condominium Manager with approval from the Administrative Juristic Condominium Committee or the General Meeting is to exercise power given to him as stated in the Articles of Association. The Juristic Condominium Manager's responsibilities include formulating provisional Regulations or additional Rules, arranging for security, checking persons coming in or leaving the Condominium providing necessary services employing or dismissing employees.

## CHAPTER NINE

### Use of the Common Property

#### Article 25

The Juristic Condominium Manager, with approval from the Committee, shall supervise the usage of the common property by co-owners or tenants. They shall observe the following Regulations:

25.1 Co-owners or any other persons shall not use the common property other than for the purposes aforementioned and only during scheduled times for a given particular common property, which shall be under the supervision of the Juristic Condominium Manager, In case co-owners or persons allowed to use the common property do not observe the relevant Regulations, the Juristic Condominium Manager can stop the co-owners or those persons from using the property until they follow the Regulations;

25.2 Co-owners' dependents or other persons authorized by them shall only enter those places which are linked with their official declaration of intention to enter the Condominium. The Juristic Condominium Manager is authorized to take appropriate measures against those persons in case of violation;

25.3 Persons other than co-owners are not allowed to enter the Condominium or use the common property except with permission from co-owners' Juristic Condominium Manager or any other authorized person. The Condominium reserves its right not to welcome persons whose conduct, dressing code or any other behavior is found indecent or violates the Articles of Association. The Juristic Condominium is empowered to take proper action and may restrict certain persons from entering the Condominium and/or from using the common property. Furthermore, the Condominium Manager has the authority to request them to leave the Condominium or common property;

25.4 Persons with communicable diseases shall not use the common property. Shall take all appropriate measures to eliminate any risk of contamination for other residents;

25.5 The Juristic Condominium Manager, with approval from the Committee, may formulate additional Regulations as seen appropriate send them by e-mail and place them on the notice board for co-owners., and persons authorized by them and their dependent to observe;

25.6 If the co-owners, their dependents or persons authorized by them do not follow or adhere to any Regulations, the Condominium Management, acting on behalf of the damaged party, has the right to implement an appropriate fine, introduce any appropriate measure against them, take legal action against them and/or get them to pay compensation for the damage.

## **CHAPTER TEN**

### General Meeting, Committee Meeting and Responsibilities of co-owners

#### **Article 26. General Meeting**

A Meeting of all co-owners shall be called as the “General Meeting”, which shall be held within six months from the day the Condominium is registered.

Subsequent General Meetings shall be called at least once a year.

Such meetings will be called “Annual General Meetings”(AGM). Written notice must be sent to all co-owners with details of the agenda, place, date and times shall be delivered to the actual address of all co-owners at least 7 days in advance.

#### **Article 27. Extraordinary Meeting**

Other meetings which may be required because of any emergency cases will be called “Extraordinary Meetings” (EOM).

The following persons have the authority to call Extraordinary General Meeting:

27.1 The Juristic Condominium Manager

27.2 The Administrative Juristic Condominium Committee with at least half of the votes.

27.3 Co-owners with 20% or more votes requiring a Meeting by asking the Juristic Condominium Manager and/or the Administrative Juristic Condominium Committee to convene such a meeting. The Juristic Condominium Manager and/or the Administrative Juristic Condominium Committee shall call the meeting within 15 days from the day the co-owner(s) make the request to the Juristic Condominium Manager in writing.

#### **Article 28. Committee**

The co-owner must establish, By the resolution of the General Meeting, the Administrative Juristic Condominium Committee must consist of voted members not less than 3 members but no more than 9 members. The election, term of office, termination of the committee, membership, authority, duties and responsibilities, and meeting procedures of the committee shall be in accordance with Section 44 of the Condominium Act.

The Committee shall oversee the administration of the Condominium, formulate Rules and Regulations for the convenience and benefit of the Condominium management and/or co-owners, as well as supervising the operation of the Manager who acts according to his/her duties stipulated in the Articles of Association or the Condominium Act or Resolutions of the General Meetings.

#### **Article 29. Committee members**

The following persons are entitled to be appointed as members of the Administrative Juristic Condominium Committee:

- A co-owner or his/her spouse
- A legal representative, guardian, in case the co-owner is under 20 years of age, or adjudged to be an incompetent person or quasi-incompetent person
- The Condominium Manager or a representative of the Condominium Juristic person, if he/she is a co-owner.

#### **Article 30. Proxies**

In voting, a co-owner may authorize a proxy in writing. According to new Condominium Act 2008, one person is allowed to hold a maximum of 3 proxies.

The Juristic Condominium Manager and/or his/her spouse cannot be chairperson of the meeting, nor can he/she act as proxy of other co-owners.

#### **Article 31. Voting**

To make a quorum, the General Meeting must be attended by those who have the right to vote, with not less than one fourth ownership votes present or presented by proxy of the total number of those co-owners or their spouses and/or representatives having the right to vote.

#### **Article 32**

A resolution of the General Meeting must be voted positively by the qualified majority of the attending co-owners except for cases in which the Articles of Association specify otherwise.

#### **Article 33**

In voting, each co-owner has the vote value according to his/her share of ownership in the common property, as so stated in Article 9 herewith.

If one co-owner has more voting value than half of the total number of votes, such vote value of that particular co-owner shall be reduced to become equal to the votes given by all other co-owners combined.



**Article 34**

The following Resolutions shall be carried by 1/2 of the votes of all attending co-owners:

34.1 To set up a fund;

34.2 To adjust the condominium fees for common expenses;

34.3 To modify the rate of service utilities charges;

34.4 To appoint, to dismiss committee members;

34.5 To specify activities that the Condominium Manager can assign someone to act on his/her behalf.

**Article 35**

The following resolutions shall be carried by 1/4 of the votes of all co-owners:

35.1 To appoint and/or remove the Juristic Condominium Manager;

35.2 To allow a co-owner to undertake a construction or appendage which will affect the common property or the external appearance of the building at his/her expense;

35.3 To construct or repair the building, which is entirely damaged or more than half of the total number of units in the building are damaged;

35.4 To purchase or accept any immovable property with financial obligation as common property;

35.5 To undertake construction, which would change, append or improve the common property, besides what has been stipulated in the Articles of Association;

35.6 To discharge any immovable property from being common property;

35.7 To alter the objective of a condominium sinking fund;

If the attending co-owners at a General Meeting are not able to carry a majority vote for Article 35.1-35.7 aforementioned, another General Meeting shall be held within 15 days from the day the previous meeting was called. For this new meeting the constitution of a quorum shall be irrelevant. The Condominium Manager and/or the marriage party of this Manager shall not preside over the meeting.

**Article 36**

Resolutions on the matters listed below, must be voted for by not less than ½ of all co-owners' votes:

36.1 To alter the ratio of ownership in the common property already specified in the Articles of Association;

36.2 To amend the Articles of Association.

**CHAPTER ELEVEN****Authorities and Responsibilities of the Condominium Committee****Article 37. Powers and duties**

The Administrative Juristic Condominium Committee shall have the authority, responsibilities and duties as follows:

37.1 To formulate the Condominium Regulations complying with the Articles of Association and/or Thai laws;

37.2 To set up policies for the Condominium Manager to follow;

37.3 To authorize the Condominium Manager to enter into a legal deed or action with any government agency, state enterprise, outsider or other entity (public or private) on behalf of the Condominium;

37.4 To approve the expenses in excess of the budget in 'cases of necessity' to the Condominium;

37.5 To determine or make a decision on conflicts within the Condominium to inform and/or get approval from the co-owners in a General Meeting;

37.6 To supervise and control the operations of the Condominium Manager, who acts according to his/her responsibilities stipulated in the Articles of Association, Thai laws or any Resolutions of the General Meetings and decisions taken by the Committee;

37.7 To determine any matters of relevance under Thai laws, the Articles of Association and/or the Condominium Rules and Regulations;

37.8 To express the final verdict whether the action made to personal property affects the structure or security of the building, common property or external appearance of the Condominium or whether construction affects the common property, or violates any Condominium Rules and Regulations;

37.9 To convene a General Meeting of co-owners.

## **CHAPTER TWELVE**

### **Votes and Ratio of Ownership in the Common Property Held by Each Co-Owner**

#### **Article 38**

In counting a quorum, the number of voting rights held by each co-owner, shall be equivalent to the ownership ratio in the common property, held by him/her.

Each co-owner vote will be equal to the square meters owned by the condo unit owner.

If one owner has the right equaling to the total vote of all remaining owners, the ownership ratio of the single owner shall be reduced to equal the sum of other owners' right.

## **CHAPTER THIRTEEN**

### **Ceasing and Abolishing the Condominium**

#### **Article 39**

The registered Condominium can be ceased and abolished by and for any of the following reasons:

39.1 In case of voted unanimously by co-owners to be ceased and abolished;

39.2 In case the Condominium are totally damaged and the co-owners decide not reconstruct it;

39.3 In case the Condominium is completely expropriated by virtue of Thai law on immovable property expropriation.

## **CHAPTER FORTEEN**

### **Penalties**

#### **Article 40. Penalties**

In cases of violation of any article of these rules and regulations, a fine shall be assessed according to any arising damages and expenses, as listed in Annex № 3.

Damages or expenses exceeding amount fixed in Annex № 3 (or not mentioned there), shall be determined by a majority resolution of the co-owner's Committee.

**ANNEX 1****RULES and REGULATIONS on SWIMMING POOL USE**

1. The swimming pool and the swimming pool area are provided for the exclusive use of the co-owners / residents of Laguna Heights Long Beach Condominium.
2. Personal guests of the co-owners / residents may be permitted to use the swimming pool. The Condominium Management Office reserves the right to fix time and the number of such guests using the pool, if in the opinion of the Office, there are excessive persons using the swimming pool.
3. Children under the age of 12 are only permitted to use the swimming pool when accompanied by the adult.
4. The swimming pool is open daily between 7 am until 10 pm. The Condominium Management reserves the right to change opening and closing time and to close the swimming pool for the purpose of repair or other work.
5. Use of audio and/or visual equipment around the swimming pool such as radio, speakers,... is prohibited, except equipment fitted with personal earphones.
6. Food and alcohol drinks are not allowed in the swimming pool area.
7. Ball playing is not permitted.
8. No diving / jumping.
9. No lifeguard on duty.
10. Wear a proper and clean swimwear.
11. Take a shower before swimming.
12. Do not use the swimming pool when having a contagious disease.
13. Do not do any act causing danger, annoyance or disturbance to other persons.
14. Do not discard or throw any garbage, paper into swimming pool.
15. All persons using the swimming pool do so entirely at their own risk.
16. The Condominium Management shall not be responsible for any accident, injuries or damage which may be sustained by the co-owner / resident or guest, arising with use of the swimming pool.
17. The Condominium Management reserves the right to ban any person who do not comply with the rules or are impolite and may cause damage to the swimming pool.

## ANNEX 2

### RULES and REGULATIONS on FITNESS ROOM USE

1. The fitness room is open daily between 7 am until 10 pm. The Condominium Management reserves the right to change opening and closing time and to close the swimming pool for the purpose of repair or maintenance, or other necessity.
2. The fitness room is provided for the co-owners / residents and guests of Laguna Heights Long Beach Condominium only.
3. The co-owners / residents guests may be permitted to use the fitness room when accompanied by the co-owners / residents.
4. Proper sportswear and gym shoes must be worn.
5. Use the equipment carefully and only for its intended purpose.
6. Children under the age of 12 years are permitted to use the fitness room when accompanied by an adult who must remain in attendance and be fully responsible for children under his/ her control.
7. No food and drinks (except water and energy drinks) are allowed in the fitness room.
8. Please wipe gym machines with your towel as a courtesy to other users.
9. Smoking is not allowed.
10. All persons using the fitness room do so entirely at their own risk.
11. Any co-owners / residents who cause damage to the equipment will be responsible for the cost of repairing or replacement.
12. The Condominium Management shall not be responsible for any accident, injuries or damage which may be sustained by the co-owner / resident or guest, arising with use of the fitness room.

**ANNEX 3****PENALTIES**

Penalties are set by the CJP Committee and applied by the Manager.