

**Regulations  
of  
Grand Condotel Juristic Person**

1979 Condominium Act with July 4, 2008 revisions

**Chapter 1**

**General Information**

**Article 1.** Introduction :

1.1 These Regulations are called “Regulations of Grand Condotel Juristic Person” and the name of this juristic person is “Grand Condotel Juristic Person”.

1.2 These Regulations have been amended so as to be in compliance with the Condominium Acts No.1 B.E. 2522 (1979), No. 2 B.E. 2534 (1991), No. 3 B.E. 2542 (1999) and No. 4 B.E. 2551 (2008),

1.3 If there is any difference between these Regulations and the Condominium Acts. The Condominium Acts No. 1 B.E. 2522 (1979), No. 2 B.E. 2534 (1991), No. 3 B.E. 2542 (1999), and No. 4 B.E. 2551 (2008), including any legislation which shall be enacted to amend or to edit in the future will be precedence.

1.4 If any different between Thai and English, the Thai will be precedence.

**Article 2.** In these Regulations:

“**Condominium Juristic Person**” refers to “Grand Condotel Juristic Person”.

“**General Meeting**” refers to “ an ordinary general meeting or an extra ordinary general meeting of the Co-owners”

“**Committee Members**” refers to “ the member of the Grand Condotel Juristic Person management committee”

“**Condominium Committee**” refers to “a group of persons according to Article 41 of the Regulations, who are elected by the Co-owners according to Article 40 to carry out objectives set by the Co-owners”.

“**Manager**” refers to “the Manager of Grand Condotel Juristic Person”.

**Article 3.** The Regulations are applicable to Co-owners, their dependents or their representatives immediately after the Condominium Juristic Person is registered. Any amendments to the Regulations must be done within a General Meeting in line with the Condominium Acts No. 1 B.E. 2522 (1979), No. 2 B.E. 2534, No. B.E. 2542 (1999) and No.4 B.E. 2551 (2008), including any legislation which shall be enacted to amend or to edit in the future". The Condominium Committee will then ask the Manager to have the amendments registered with the officials concerned within 30 days from the date of the resolution of the General Meeting of the co-owners. The amendments to the Regulations will become effective and enforceable upon registration.

**Article 4.** In the case where any applicable terms or conditions are not contained within these Regulations, clauses within the Condominium Act B.E. 2522 (1979) shall be applied.

## **Chapter 2**

### **Objectives**

**Article 5.** The objectives of the Condominium Juristic Person are for the management, care and supervision of the common property. The Juristic Person has the right to take action for the highest benefit to Co-owners in living and utilizing common property. However, the action must be in line with resolutions of Co-owners at a General Meeting under the Condominium Acts No. 1 B.E. 2522 (1979), No. 2 B.E. 2534 (1991), No 3 B.E. 2542 (1999) and No. 4 B.E. 2551 (2008), including any legislation which shall be enacted to amend or to edit in the future", namely.

- 5.1 Take care of and maintain all public utilities, collect money from co-owners and earn or acquire money to cover expenses on taking care of the public utilities and to pay for applicable property taxes to the government.
- 5.2 Take action for general safety, security for the building and common property, as well as obtain the necessary insurance policies through insurance firm.
- 5.3 Take care of and repair the common property, including those properties in the future so that they are always in good and functional conditions.
- 5.4 Contact or employ government agencies, state enterprises, companies, firms or

individuals to maintain or repair the common property in the condominium.

- 5.5 Arrange to sell, exchange, transfer or get transferred, take on lease or lease out, hire purchase or sell to a hire purchaser, be mortgagee or mortgager, pawn out or accept a pawn, or acquire by legal commitment any properties either real estate or moveable properties for the common benefits of the Co-owners.
- 5.6 Prevent, contend or claim for the rights or properties for common utility of Co-owners.
- 5.7 Take any actions under the provisions of the Condominium Act for the peaceful dwelling of Co-owners.

### **Chapter 3**

#### **Common Property**

**Article 6.** The common property of this Condominium includes all parts of the Condominium outside the units, office of the Condominium Juristic Person, immovable property which is bought or given for use as common property which has a charge on it, property which is maintained by the money of the Co-owners and land on which the Condominium is situated, and other land or property provided for communal usage by all the Co-owners. They are as follows:

- 6.1 Such parts of the Condominium which are not condo units, such as foundations, piles, pillars, roofs, stairs, elevator shafts, machining rooms, roof-decks, walkways, corridors, park, driveways, car parking areas, external walls, water shafts electricity wire ducts, room or spaces or parts of the building set aside for common use amongst the Co-owners.
- 6.2 The land on which this Condominium is situated, being the land bearing Title Deed No. 25577 ,Thapphaya Road, Nongprue Sub-district, Banglamung District, Chonburi Province, with total area of 9 Rai, 2 Ngans, 98.4 Square Wah. inclusive of buildings or developed properties on the aforesaid areas provided for communal usage.
- 6.3 The structure or system which is built for the security or preservation of the environment of the Condominium, such as fire prevention system, lighting, ventilation, air conditioning, drainage, water treatment, or garbage and sewage disposal.
- 6.4 Other properties for communal use amongst Co-owners whose ownership or rights are held by the Condominium, for examples tools, elevator, fire

extinguisher, water pipe system along with its accessories , facilities, telephone system, lightning protection wire, television antenna, and all registered furniture.

**Article 7.** The Condominium reserves and supports the rights of each and all Co-owners, in prosecuting against a third party for the return of any common properties for the benefit of all Co-owners. The above rights of Co-owners must be processed through the Condominium Juristic Person Manager or the Condominium Committee, such as in making a persecution of legal action.

## Chapter 4

### Condominium Management and Administration

**Article 8.** The Condominium Juristic Person Office located at address 319 Moo 12, Thappaya Road, Nongprue Sub-district, Banglamung District, Chonburi Province. The Condominium Juristic Person Manager (hereinafter called the “Manager”) shall have duties and responsibilities according to the Condominium Acts No. 1 B.E. 2522 (1979), No. 2 B.E. 2534 (1991), No 3 B.E. 2542 (1999) and No. 4 B.E. 2551 (2008), including any legislation which shall be enacted to amend or to edit in the future” as well as the duties and responsibilities specified within these Regulations.

**Article 9.** The age of the Manager shall not be less than 25 years. The Manager shall not have any of the following restrictive qualifications:

9.1 being bankrupt.

9.2 being incompetent or quasi-incompetent

9.3 being dismissed, discharged, or terminated from government agency, organization, state agency, or private sector as a result of dishonest performance of duties

9.4 being sentenced to a term of imprisonment by a final court judgment except for an offence committed through negligence or a petty offence

9.5 being demoted from the position of manager as a result of dishonest performance of duties, or having bad behavior, or being neglect in good moral.

9.6 owing an expense which expense is responsible by the co-owners.

If the Manager is a juristic person, the person who is responsible in a capacity as a Manager must be qualified and must not have such restrictive qualifications as specified above. (as the case may be)

**Article 10.** The appointment of the Manager shall be made by the resolution of General Meeting of the Co-owners in accordance with Article 50.2. The Manager who is appointed shall bring the evidence or the hire of work contract to register with the competent authorities within 30 days from the date of the resolution.

**Article 11.** The responsibilities of the Condominium Juristic Person Manager include:

11.1 To undertake all tasks according to Article 5 of the Regulations or resolutions of the General Meeting of the Co-owners or Condominium Committee, provided that such act shall not be contrary to the law.

11.2 In the case of necessity or urgency, the Manager has the authority in taking initiatives to order or take any action concerning the security of the Condominium as any ordinary person would do to maintain and manage his/her personal belongings.

11.3 To provide all reasonable security operations and taking actions to maintain peace and order within the Condominium.

11.4 To be the representative of Condominium Juristic Person.

11.5 To appoint, employ and lay off officer or staff of the Condominium Juristic Person. Regarding staffs in the level of heads of sections, appointing or laying them off can be done only with approval of Condominium Committee.

11.6 To control the work of officers and staffs of Condominium Juristic Person.

11.7 To arrange for the monthly income and expenditure accounting and post it within 15 days from the last day of each month for information of the Co-owners and it is required that such monthly income and expenditure is posted for at least 15 consecutive days.

11.8 To arrange care and maintenance on documents, account books, daily budget record, annual income and outcome record, tools and equipments, all tasks of Condominium Juristic Person, building, and all properties of the condominium.

11.9 To make balance sheet and annual report to show working results of the Condominium Juristic Person in the Co-owners meeting. These papers must be approved by the licensed account checker.

11.10 To arrange all people living in the condo to be in nice and peaceful living under these Regulations.

11.11 To sue, stay up against, or perform legal action regarding any task of the

Condominium Juristic Person, or compromise or pass the disputation to the arbitrator.

- 11.12 To bring legal action against Co-owners, arising from maintenance fees which become six months overdue or for any other reason as may be authorized by the Committee.
- 11.13 To ensure that any work over Baht 30,000 must be competitively tendered to a minimum of three contractors. In case of a specialized repair or upgrade and the 3 competent contractors could not be found, the Manager will seek special approval from the committee, to explain the reason.
- 11.14 To do other duties and responsibilities as mentioned in the Regulations of Condominium Juristic Person or laws regarding condominium management, except the tasks that the Regulations or resolution of the General Meeting of the Co-owners according to article 50.1 specify that other people may do it. The Manager shall be on duty according to the time specified in the Regulations.

**Article 12.** The Manager has the right to formulate rules in order to carry out his duties in accordance with the objectives of the Condominium Juristic Person, which are not in violation of these Regulations or the Condominium Acts No. 1 B.E. 2522 (1979), No. 2 B.E. 2534 (1991), No 3 B.E. 2542 (1999) and No. 4 B.E. 2551 (2008), including any legislation which shall be enacted to amend or to edit in the future”.

**Article 13.** The term of office of the Manager is 3 years. When this period is expires, new Manager has to be nominated within 30 days. The outgoing Manager can be reinstated.

**Article 14.** Term of office of the Manager or provisional Manager is ended in one of the following cases:

- 14.1 Death or cease from being a Juristic Person.
- 14.2 Being adjudged as a bankrupt person
- 14.3 Being insane or being ordered by the court to be incompetent or quasi-incompetent person.
- 14.4 Expiry of the current term.
- 14.5 Resignation
- 14.6 Being withdrawn from the position by resolution of a General Meeting.
- 14.7 Expiry of the term of the hire of work contract.

14.8 Being in breach of the condominium law or the condition of the hire of work contract and the General Meeting of the Co-owners has resolved in the termination of the Manager.

**Article 15.** The Condominium Juristic Person shall arrange for the balance sheet at least once in every twelve months which shall be deemed the financial year of such Condominium Juristic Person.

The balance sheet as referred to in the above paragraph must contain the asset and debt of the Condominium Juristic Person and income/expenditure and shall have been audited by an auditor and brought to the General Meeting of the Co-owners for approval within 120 days from the date of the financial year end.

**Article 16.** The Condominium Juristic Person shall arrange for an annual report showing the result of the operation and submit to the General Meeting of the Co-owners to consider together with the balance sheet. Such report and balance sheet shall be sent to the Co-owners at least 7 days prior to the date of the meeting.

**Article 17.** The Condominium Juristic Person shall keep the annual report and balance sheet and the Regulations at the office of the Condominium Juristic Person so that the authorities or Co-owners can review.

The annual report and balance sheet as referred to in the above paragraph shall be kept by the Condominium Juristic Person for at least 10 years from the date of approval by the General Meeting of the Co-owners.

## **Chapter 5**

### **Share of Common Expenses**

**Article 18.** For the Condominium Juristic Person to reach its objectives each co-owner must take the shared responsibilities for the expenses as follows:

18.1 Co-owners have to set up a fund for the Condominium Juristic Person for

common properties maintenance and common services for Co-owners. The amount shall depend on ratio of right that each Co-owner has on common properties mentioned in these regulations.

- 18.2 Regarding the fund (in article 18.1) , Committee shall appoint the Manager to deposit it to the bank in the name of Grand Condotel Juristic Person. That fund is for the expenses in managing tasks of Condominium Juristic Person. The funds collected from Co-owners for the Sinking Fund must be accounted for and reported separately from other maintenance fees and may only be used for major projects and not for the day-to-day operation and maintenance of the Condominium common areas.

**Article 19.** Each co-owner has to pay for following expenses:

- 19.1 Expenses for the facilities: Each co-owner has to pay for the expenses of facilities that he directly utilizes such as electricity, water, telephone, anything in his ownership, reparation of his own properties, expenses that he causes to other Co-owners, or expenses that he cause to common properties. Share for water usage shall depend on the amount of usage measured by water meter of each condo unit. Each Co-owner has to pay for the above-mentioned expenses as soon as receiving notice from Grand Condotel Juristic Person.
- 19.2 Expenses in maintenance activities of the Condominium Juristic Person: Each Co-owner has to pay for taxes, fees and expenses arising from maintenance and any tasks regarding common properties, such as salary for the Manager, staffs, officers, consumer goods, electricity, water, reparation on common properties and expenses arising from general management of Condominium Juristic Person. Each Co-owner has to pay for these expenses no matter if he lives in the condominium or not. The portion that each Co-owner has to pay depends on the ratio of his right on common properties.
- 19.3 Irregular expenses for common services: These are the expenses incurred from the provision of common services and from tools, equipments and facilities which are provided for common use or for common benefits, expenses for making additional construction, reparation on common area. The portion that each Co-owner has to pay depends on the ratio of his right on common properties.
- 19.4 Insurance: Condominium Juristic Person has to make insurance at a reliable insurance company for the condominium and common properties according to replacement cost. Condominium Juristic Person shall be the direct beneficiary of this insurance.



19.5 Other expenses according to resolution of the General Meeting.

19.6 The due date for the above amounts are as specified in the bills issued by Grand Condotel Juristic Person.

**Article 20.** Each Co-owner has to pay for the expenses in article 19 in the amount according to the ratio of his right in common properties and also has to pay for his usage of facilities. The payments are to be made at the office of this Condominium Juristic Person within the fixed date.

If the Co-owner is in breach of the payment according to Article 19, such Co-owner shall be subject to a surcharge payment at the rate of 12% per annum of the amount unpaid but shall not be subject to a compound interest.

A Co-owner who owes the expenses according to Article 19 more than 6 months shall be subject to a surcharge payment at the rate of 15% per annum and may be suspended from the provision or use of common service and cannot vote in a General Meeting.

The additional money in the second and third paragraph shall be deemed common expenses according to Article 19.

The person who has the right on the land and building shall be deemed the Co-owner of the Condominium unit which is not yet transferred to other person and shall pay the expenses specified in Article 19 for such condominium unit.

**Article 21.** The Condominium Juristic Person shall start managing the condominium on the day of Condominium Juristic Person registration according to the law. And the period of aforementioned payments that Co-owners have to pay shall also start on that day.

**Article 22.** In case of special, emergency and/or urgent case and it is necessary to perform maintenance, reparation or management for the sake of common properties or major part of Co-owners, of it has to be done according to the Co-owners meeting resolution which are not against the Regulations or Condominium Act, and the Condominium Juristic Person has to pay extra for these cases, the Manager, with approval from the Condominium Juristic Person, is entitle to spend money from the condominium fund that is set apart for emergency cases, or even from normal fund of the condominium, and then collect extra amount from Co-owners to compensate the paid amount.

**Article 23.** The Manager, with approval from the Condominium Committee, shall arrange to make insurance for the condominium against fires, or other kinds of insurance related to the

condominium such as theft of damages from any responsibilities. The insurance to be made shall be considered by the Manager and the Condominium Committee. The insurances shall be made at a reliable insurance company in actual market price and Grand Condotel Juristic Person shall be the insured of these insurances on behalf of all co-owners. In case any damages occur to the condominium or person, the Juristic Person shall be entitled to take money from claiming to repair the damages or pay for compensation to damaged person. The insurance premium shall be collected from each co-owner in the amount according to the ratio of his right in common properties.

**Article 24.** In case of any conflagration or any damage, if the damaged part is not entirely damaged, the co-owners shall arrange the reparation on that part immediately. In this case the Manager, with approval from the Condominium Committee, shall spend money received from insurance company, or collected from co-owners according to the law in case there is no insurance or money from insurance company or condominium fund is not enough for the reparation. In case the Condominium is entirely damaged, all co-owners shall have to participate in a General Meeting immediately to consider if the condominium should be rebuilt or not. If the resolution is reached to rebuild the condominium, the Manager, with approval from Condominium Committee, shall arrange to rebuild the condominium with money received from the insurance company or collected from Co-owners according to Condominium Act B.E. 2522 in case there is no insurance or money from the insurance company or condominium fund is not enough for the construction. In case the resolution is reached not to rebuild the condominium, which means to revoke the condominium, the Manager, with approval from Condominium Committee, shall ask again for the resolution of the meeting regarding the condominium revocation. Then when the Condominium Committee receives compensation from the insurance company, the Manager or Condominium Committee shall distribute it to each co-owner at the amount according to the ratio of his right in common properties. After that, they shall also action sell all common properties and land of the condominium and distribute money to each co-owner at the amount according to the ratio of his right in common properties. Therefore, to be careful about the insurance, the Manager, with approval from Condominium Committee, shall hire insurance compensation inspector every year. That is to make sure that the compensation shall be suitable to the value of condominium which is getting higher and higher every year. The inspection shall be made in yearly basis.

**Article 25.** In order to force the payments from Co-owners according to the law, the Condominium Jurist Person has preferential right as follow:

25.1 Preferential right regarding expenses on common facilities or tools that each co-owner is responsible for in the ratio of his right. This is preferential right in the same level as in section 258(1) of Civil and Commercial Code. This right is also on movable properties in the condo unit of each Co-owner.

25.2 Preferential right regarding tax and expenses on maintenance, reparation and management on common properties that each Co-owner is responsible for in the ratio of his right as mentioned in article 33. This is the same like preferential right in section 273(1) of Civil and Commercial Code. This right is also on personal properties of each Co-owner. To act according to this right 25.2 when the Manager, with approval from Committee, sends list of debt records to the officer, it shall be the right to do before mortgage.

## Chapter 6

### Utilization of Personal Property

**Article 26.** Co-owner or the person with written permission from the Co-owner is entitled to make use of the condo unit, and this utilization has to be under these Regulations:

- 26.1 The condo unit is only for living in. It cannot be the place to open a store, factory, club, nursery, clothing storage or any business that is disgusting or annoying to other Co-owners.
- 26.2 Co-owner or the person with written permission from the Co-owner to make use of the condo unit must take care of the condo unit, his personal properties and common properties, and not do anything dangerous or annoying to other people living in the condominium, included anything immoral or against Regulations of the condominium and law.
- 26.3 Co-owner or the person with written permission from the Co-owner to make use of the condo unit shall not do anything that may defect the structure and safety of the condominium or cause damage to any part of the building both inside the condo unit or common area. Co-owner and the person with written permission from the Co-owner to make use of the condo unit must not modify the water pipe or electricity wire system, pierce the floor or wall, install anything that may cause defects to the floor, wall or building or anything that may be dangerous or annoying to other people both inside the condo unit, outside the condo unit or in common areas. And shall also not do anything against the Regulations of insurance company regarding exploding items or inflammable items, conflagration and destruction defense, except with written permission from the Manager.
- 26.4 Co-owner or the person with written permission from the Co-owner to make use of the condo unit shall not do anything that may be dangerous, annoying, and improper to other Co-owners no matter if such action is in the condo unit or in common area. Moreover, they also must not do any business that is illegal, unsafe, annoying or dirty. The Manager is entitled to consider exceptions on this case.

- 26.5 Co-owner or the person with written permission from the Co-owner to make use of the condo unit shall not allow their dependants making loud noise that may disturb the other people or shall not allow their dependants roaming around the common areas or annoy or cause danger to other people.
- 26.6 The Manager, with approval from the Condominium Committee, is entitled to formulate additional rules as he/she sees appropriate and place them on the notice board for Co-owners and their dependents and related persons to reserve.
- 26.7 If the Co-owners, their dependents or persons authorized by them do not follow or adhere to any Regulations, the Condominium Juristic Person, acting as the damaged, has the right to set up the fine, introduce any appropriate measures for the Co-owners or their dependants or persons authorized by them to adhere, take legal action to force them to act accordingly and/or get them to pay compensation for the damages.
- 26.8 Condominium units may only be rented for a minimum of three consecutive months, Grand Condotel Juristic Person reserves the right to take applicable legal action, and withhold its services to relevant units, for non compliance with any regulation.

**Article 27.** Each Co-owner has right in his own properties and common properties. Floor and wall between condo units belong equally to owners of the condo units, to do anything on them must be according to the Regulations.

**Article 28.** Co-owners are not allowed to make any additional construction or installation into common properties or part of the building in private area which may defect common properties, except with approval or permission by authorized persons mentioned herein or the law.

## Chapter 7

### Administration of the Common Property

- Article 29.** The Manager, with approval from the Condominium Committee, is to exercise power given to him/her as stated in the Regulations. The Manager's responsibilities include formulating rules or additional rules, arranging for security, checking persons coming in or leaving the Condominium, providing necessary services and employment of persons or organizers and fix appropriate expenses.
- Article 30.** In cases where the Condominium is partly expropriated according to the expropriation code, those Co-owners whose units are expropriated are also deprived of their right in the common property. However, the Manager with approval from the Condominium Committee shall ask other Co-owners whose units are not expropriated to proportionately pay compensation to affect Co-owners.
- Article 31.** In the event that there is an arrangement of space in the Condominium for commercial use, there shall be specific entrance/exit area for such space so that the Co-owners are not disturbed.
- No person can do any commercial activities in the Condominium except in the area provided according to the above paragraph.

## Chapter 8

### Utilization of the Common Property

- Article 32.** The Juristic Person Manager, with approval from the Condominium Committee, shall supervise the usage of the common property by Co-owners or tenants or person who has got written permission from Co-owners to use common properties under responsibility of that Co-owner. They shall observe the following Regulations:
- 32.1 Co-owners or any others persons shall not use the common property other than for the purposes aforementioned and only during scheduled times for that particular common property and accordingly to other fixed rules, which shall be under the supervision of the Manager. In the case where Co-owners or persons allowed to use the common property do not observe the Regulations, the Juristic Person Manager can stop the Co-owners or those persons from using the property until they follow these Regulations.
  - 32.2 Co-owner's dependents or other persons authorized by them shall not enter places not corresponding with their aim in entering or dwelling in the Condominium. The Manager is authorized to take appropriate measures on those persons.
  - 32.3 Persons other than Co-owners are not allowed to enter the Condominium or use the common property except with permission from co-owners, Manager or authorized persons. The Juristic Person Condominium reserves its right not to welcome persons whose conduct or dress is indecent or act improperly or against the provisions of law. The Manager is empowered to take proper action and may restrict certain persons from entering the Condominium or use the common property. Furthermore, the Manager has the authority to ask them to leave the Condominium.
  - 32.4 Persons with communicable diseases shall not use the common property.
  - 32.5 The Manager, with approval from the Condominium Committee, may formulate additional rules as he/she sees appropriate and place them on the notice board for Co-owners, their dependents and related persons to observe.
  - 32.6 If the Co-owners, their dependents or persons authorized by them do not follow or adhere to any Regulations, the Condominium Juristic Person, by the Manger, acting as the damaged or representative of the damaged, has the right to implement item 32.5 to set up the fine, introduce any appropriate measures for the Co-owners or their dependants or persons authorized by them to adhere, take legal action to force them to act accordingly and/or get them to pay compensation for the damage
  - 32.7 Condominium Juristic Person may collect fee from the Co-owner or the allowed person according to standard and rate fixed by the Manager with approval from the Committee.

## Chapter 9

### Ratio of co-owners' right in common properties

**Article 33.** Ratio of each co-owner's right in common properties according to condominium registration is as follow:

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	Basement	319/1	570/100,000
1	Basement	319/2	140/100,000
1	Basement	319/3	80/100,000
1	1	319/4	755/100,000
1	1	319/5	640/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	1	319/6	570/100,000
1	1	319/7	570/100,000
1	1	319/8	510/100,000
1	1	319/9	510/100,000
1	1	319/10	640/100,000
1	1	319/11	720/100,000
1	2	319/12	870/100,000
1	2	319/13	580/100,000
1	2	319/14	580/100,000
1	2	319/15	720/100,000
1	2	319/16	580/100,000
1	2	319/17	580/100,000
1	2	319/18	870/100,000
1	3	319/19	870/100,000
1	3	319/20	570/100,000



<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	3	319/21	570/100,000
1	3	319/22	720/100,000
1	3	319/23	570/100,000
1	3	319/24	570/100,000
1	3	319/25	870/100,000
1	4	319/26	870/100,000
1	4	319/27	570/100,000
1	4	319/28	570/100,000
1	4	319/29	720/100,000
1	4	319/30	570/100,000
1	4	319/31	570/100,000
1	4	319/32	870/100,000
1	5	319/33	870/100,000
1	5	319/34	570/100,000
1	5	319/35	570/100,000
1	5	319/36	755/100,000
1	5	319/37	570/100,000
1	5	319/38	570/100,000
1	5	319/39	870/100,000
1	6	319/40	850/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	6	319/41	530/100,000
1	6	319/42	530/100,000
1	6	319/43	700/100,000
1	6	319/44	530/100,000
1	6	319/45	530/100,000
1	6	319/46	850/100,000
1	7	319/47	830/100,000
1	7	319/48	505/100,000
1	7	319/49	505/100,000
1	7	319/50	680/100,000
1	7	319/51	505/100,000
1	7	319/52	505/100,000
1	7	319/53	830/100,000
1	8	319/54	830/100,000
1	8	319/55	505/100,000
1	8	319/56	505/100,000
1	8	319/57	680/100,000
1	8	319/58	505/100,000
1	8	319/59	505/100,000
1	8	319/60	830/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	9	319/61	850/100,000
1	9	319/62	515/100,000
1	9	319/63	515/100,000
1	9	319/64	700/100,000
1	9	319/65	515/100,000
1	9	319/66	515/100,000
1	9	319/67	850/100,000
1	10	319/68	850/100,000
1	10	319/69	515/100,000
1	10	319/70	515/100,000
1	10	319/71	700/100,000
1	10	319/72	515/100,000
1	10	319/73	515/100,000
1	10	319/74	850/100,000
1	11	319/75	870/100,000
1	11	319/76	520/100,000
1	11	319/77	520/100,000
1	11	319/78	720/100,000
1	11	319/79	520/100,000
1	11	319/80	520/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	11	319/81	870/100,000
1	12	319/82	870/100,000
1	12	319/83	520/100,000
1	12	319/84	520/100,000
1	12	319/85	720/100,000
1	12	319/86	520/100,000
1	12	319/87	520/100,000
1	12	319/88	870/100,000
1	12A	319/89	870/100,000
1	12A	319/90	520/100,000
1	12A	319/91	520/100,000
1	12A	319/92	720/100,000
1	12A	319/93	520/100,000
1	12A	319/94	520/100,000
1	12A	319/95	870/100,000
1	14	319/96	910/100,000
1	14	319/97	530/100,000
1	14	319/98	530/100,000
1	14	319/99	755/100,000
1	14	319/100	530/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	14	319/101	530/100,000
1	14	319/102	905/100,000
1	15	319/103	905/100,000
1	15	319/104	530/100,000
1	15	319/105	530/100,000
1	15	319/106	755/100,000
1	15	319/107	530/100,000
1	15	319/108	530/100,000
1	15	319/109	905/100,000
1	16	319/110	905/100,000
1	16	319/111	530/100,000
1	16	319/112	530/100,000
1	16	319/113	755/100,000
1	16	319/114	530/100,000
1	16	319/115	530/100,000
1	16	319/116	905/100,000
1	17-18	319/117	1320/100,000
1	17-18	319/118	870/100,000
1	17-18	319/119	870/100,000
1	17-18	319/120	1130/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
1	17-18	319/121	870/100,000
1	17-18	319/122	870/100,000
1	17-18	319/123	1320/100,000
2	1	319/124	515/100,000
2	1	319/125	515/100,000
2	1	319/126	515/100,000
2	1	319/127	515/100,000
2	1	319/128	515/100,000
2	1	319/129	515/100,000
2	1	319/130	515/100,000
2	1	319/131	515/100,000
2	1	319/132	515/100,000
2	1	319/133	515/100,000
2	1	319/134	515/100,000
2	2	319/135	1030/100,000
2	2	319/136	515/100,000
2	2	319/137	515/100,000
2	2	319/138	515/100,000
2	2	319/139	515/100,000
2	2	319/140	1030/100,000

<b>Building</b>	<b>Floor</b>	<b>Condo Unit No.</b>	<b>Ratio of Ownership Rights in Common Properties</b>
2	2	319/141	515/100,000
2	2	319/142	515/100,000
2	2	319/143	1030/100,000
2	3	319/144	1030/100,000
2	3	319/145	1030/100,000
2	3	319/146	1030/100,000
2	3	319/147	660/100,000
2	3	319/148	515/100,000
2	3	319/149	1030/100,000
2	3	319/150	1030/100,000

**TOTAL NUMBER OF OWNERSHIP RIGHTS IN COMMON PROPERTIES**

**100,000**

## Chapter 10

### General Meeting, Committee Meeting, Authorization of Co-owners and qualifications of Committee Members

**Article 34.** The Manager shall arrange for a General Meeting which shall be deemed the first General Meeting, within 6 months since the day of Condominium Juristic Person Registration to appoint the Committee and approve the Regulations and Manager as registered at the time of registration of the Condominium Juristic Person.

In the case where the General Meeting did not approve the Regulations or Manager as mentioned in the above paragraph, the General Meeting shall revise or change the Regulations or remove and appoint the Manager.

Invitation for General Meeting has to be made in writing specifying the venue, date, time, agenda of the meeting and the matters that are proposed to the meeting to consider together with appropriate detail and sent to all Co-owners at their actual postal addresses at least 7 days prior to the meeting day.

**Article 35.** The committee shall arrange for the Annual General Meeting at least once a year within 120 days from the date of the financial year end and to consider the following matters

35.1 Approving the balance sheet

35.2 Approving the annual report

35.3 Appointing the auditor

35.4 Considering other matters

**Article 36.** If necessary, the following persons are entitled to call for a General Meeting:

36.1 Juristic Person Manager

36.2 Condominium Committee by the resolution of more than half of the Committee.

36.3 Co-owners, whose votes are altogether not less than 20% of all votes, request in writing with their signatures to the Manager or the Committee to set up a General Meeting, and the Manager or the Committee has to set up the meeting within 15 days since the day of requesting.



**Article 37.** To reach the meeting quorum in a General Meeting there must be participants whose votes are all together not less than one forth of all votes.

If the meeting quorum in above paragraph is not reached, the meeting invitation will have to be made again within 15 days from the date of invitation of the last meeting. In the new meeting, if the quorum is not reached it shall be deemed as it is reached.

The Manager or his/her spouse cannot be the Chairman of the General Meeting.

**Article 38.** Resolution of General Meeting must be voted with majority votes of meeting participants, except if in these Regulations it is fixed in different way.

**Article 39.** Each co-owner has number of votes according to the ratio of his right on common properties.

If any co-owner has number of votes more than half of all votes, number of votes of that Co-owner must be reduced into the amount equal to all votes of all other Co-owners.

**Article 40.** The Committee of the Condominium Juristic Person must consist of not less than 3 and not more than 9 members which shall be elected by the General Meeting of the Co-owners. .

The Committee shall be in the office for a term of 2 years. In the event that any member of the Committee resigns before the end of the term or there is additional member appointed during the term, the member who is appointed to replace the resigning member or the additional member shall remain in the office for the same term as the original members of the Committee.

At the end of the term according to the second paragraph, if there is no new Committee appointed, the old Committee shall remain in duty until the new Committee assumes the office

The old member of the Committee may be re-elected but cannot be in the office for two consecutive terms, unless it is not possible to find other person to assume the office.

The Manager shall register the appointment of the Committee with the competent authorities within 30 days from the date of the resolution of the General Meeting of the Co-owners.

**Article 41.** Following persons are entitled to be appointed to be Committee members:

- 41.1 Co-owners or their spouses.
- 41.2 Representative or custodian in case the co-owner is underage, incompetent or quasi-incompetent.
- 41.3 One representative of the juristic person in case the juristic person is a Co-owner.

In the event that any condominium unit is co-owned by several persons, only one person may be appointed as Committee member.

**Article 42.** Committee member shall not have any of the following restrictive qualifications;

- 42.1 being a minor, incompetent or quasi-incompetent.
- 42.2 being removed from Committee member or manager by the resolution of the General Meeting due to the dishonest performance of duties or behaving ingloriously or immorally.
- 42.3 being dismissed, redundant, or terminated from government agency, organization, state agency, or private sector as a result of dishonest performance of duties.
- 42.4 being sentenced to a term of imprisonment by a final court judgment except for an offence committed through negligence or a petty offence.

**Article 43.** In addition to the vacation according to the term of office, Committee member shall vacate the office in the following cases

- 43.1 Death
- 43.2 Resign
- 43.3 No longer a person in Article 41 or has restrictive qualification according to Article 42.
- 43.4 Removed by the resolution of the General Meeting of the Co-owners.

**Article 44.** The Committee shall select any member as a Chairperson and may select any member as a Vice Chairperson.

**Article 45.** The Chairperson of the Committee shall convene a meeting of the Committee. If any two members of the Committee request for a meeting of the Committee, the Chairman shall call for the meeting within 7 days from the date of receipt of such request.

**Article 46.** The quorum of Committee meeting shall consist of at least half of its members.

In the case of absence of the Chairperson or the Chairperson cannot perform his/her duty, the Vice Chairperson shall act as the Chairperson. If the Vice Chairperson is absence or cannot perform his/her duty, the Committee shall select any member to act as a Chairperson.

The decision of the Meeting shall be made by a majority of votes. Each member has one vote. If there are equal votes, the Chairperson shall have addition vote as a casting vote.

**Article 47.** When there is a Regulation forcing only some certain Co-owners to pay for any expense, only those Co-owners shall have right to make votes on that matter and each of them shall have number of vote according to the ratio of their right on common properties.

**Article 48.** Co-owners may make letter of attorney to empower someone else to make votes on their behalf. One person can be appointee of not more than three condominium units.

The following persons cannot be a proxy of the Co-owners

48.1 Committee members and their spouse.

48.2 Manager and the spouse

48.3 Employee of the Condominium Juristic Person or the contractor of the Condominium Juristic Person

48.4 Employee of the Manager in the case where the Manager is a juristic person.

**Article 49.** Resolutions on these matters need majority votes of the meeting:

49.1 To fix Regulations and giving power regarding financial matters.

49.2 To approve annual budget for proceeding plans of the Condominium Juristic Person.

49.3 To approve balance sheet and annual report showing working results of Condominium Juristic Person and being checked and approved by licensed account checker.

49.4 To appoint account checker and fix remuneration amount.

49.5 To consider claims regarding Co-owners' Regulations infringement, to fix amount of fine and/or any regulation to limit the right of regulations infringing co-owners in using their personal properties and common properties.

**Article 50.** Resolutions on following matters need not less one forth of votes of all Co-owners.

50.1 To fix the tasks that the Manager is entitled to appoint other persons to do on his/her behalf.

50.2 To appoint or revoke the Manager.

**Article 51.** Resolutions on following matters need votes not less than one half of all Co-owners' votes.

51.1 To receive or buy an immovable property, which has a charge on it, for use as common property.

51.2 To sell the common property which is an immovable properties.

51.3 To permit the Co-owner, at his/her own expenses, to construct, decorate, improve, alter or add his condominium unit which affects common property or the outside appearance of the Condominium.

51.4 To modify or change Regulations in relating to the usage or management of the common properties.

51.5 To change the ratio of the common expenses as specified in these Regulations.

51.6 To modify or make additional modification to common properties.

51.7 To seek benefit from common properties.

If the number of Co-owners participating the meeting is not enough to make votes as mentioned in aforementioned paragraph, there must be a General Meeting held within fifteen days since the day of last meeting. In the new meeting the resolution on the matters specified in the above paragraphs shall need not less than one third of the votes of all Co-owners.

**Article 52.** The Manager, with approval from the Committee, is entitled to consider if any action is against the damage defense Regulations of the building or not, any action shall defects common properties or outside view of the buildings or not, any construction shall modify or change the look of common properties or not, and any action is against these Regulations or condominium law or not. Actions on above-mentioned field cannot be done without approval, they can be done only with Regulations from the meeting according to fixed standard in this Regulations and/or the law.

**Article 53.** In case common property is damaged and needs reparation, each Co-owner has to be responsible for the reparation expense in the portion according to the ratio of his right in common properties. But if it is personal property that is damaged, the reparation cost shall be borne on the owner of that property only.

According to above paragraph, if a new condo unit is build to replace the damaged unit, it shall be deemed as the same condo unit. If any detail of new unit is not the same as mentioned in ownership certificate, the competent official shall have to arrange change detail in title deed accordingly.

## **Chapter 11**

### **Authority power of Condominium Committee**

**Article 54.** Authority power of Committee is as follow:

- 54.1 To formulate additional rules for the condominium under provision of law and condominium regulations.
- 54.2 To fix plans for the Manager to achieve.
- 54.3 To approve the Manager or persons to do any legal commitment with other people on behalf of the condominium.
- 54.4 To approve the payments that is not mentioned in fixed budget, and those payments are necessary for the condominium.
- 54.5 To judge the conflicts occurring in the condominium and inform them to the General Meeting to be aware of or to make resolution in case it is necessary to do.
- 54.6 To control and check the management of Condominium Juristic Person. The Manager takes cares of the management according to his power and responsibilities mentioned in these regulations or resolutions of Co-owners meeting.

- 54.7 To consider other matters according to the law and condominium regulations.
- 54.8 To judge if any action to personal property is defecting the structure of damage defense standard of the building or not, any action of Co-owners is defecting common properties or outside view of the building or not, any construction will change the look of common properties or not, or any action of the Co-owners is against the condominium Regulations or not.
- 54.9 To set up Co-owners General Meeting according to article 34 and 36 of these Regulations.
- 54.10 To appoint any Committee member to act as a Manager in the case where there is no Manager or the Manager cannot perform his normal duty for more than 7 days.

**Article 55.** There must be committee meeting at least once per every 6 months. In necessary situation the Manager can consult with the Chairman to set up a meeting. Feature and method of meeting are to be planned by the Committee.

## **Chapter 12**

### **Revocation of the Condominium**

**Article 56.** The registered condominium may be revoked by one of the following reasons:

- 56.1 In case the Condominium Juristic Person registration is still not done, the registration applicant or all assignees of the condominium may request to revoke the condominium.
- 56.2 All co-owners reach unanimity resolution to revoke the condominium.
- 56.3 The condominium is totally damaged and the co-owners reach the resolution not to rebuild it.
- 56.4 The condominium is totally surrendered according to the law of real estate surrendering.

**Article 57.** Revocation of the condominium as mentioned in article 56 must be proceeded according to Condominium Acts No. 1 B.E. 2522 (1979), No. 2 B.E. 2534 (1991), No 3 B.E. 2542 (1999) and No. 4 B.E. 2551 (2008), including any legislation which shall be enacted to amend or to edit in the future ”.

## Chapter 13

### Other Regulations

**Article 58.** Other actions, apart from what mentioned in these Regulations, of the Condominium Juristic Person shall be preceded according to the Condominium laws and other relevant laws.

**Article 59.** If the co-owner or his/her dependant infringes any of these Regulations or other rules formulated in line with these Regulations, the Manager shall remind them by speaking and by written notices. If that Co-owner or his/her dependent still disobeys, the Manager, with approval from the Committee, is entitled to order him not to use common properties until he complies with the Regulations. For the Co-owner or dependent who doesn't obey these Regulations or other rules formulated in line with these Regulations, the Condominium Committee is entitled to get a court order to sell his condo unit in auction or force to buy it from.

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