नमुना-३
दस्त क्र. 6668/2021
४८—३७




23 ) **ELECTION & TERM OF OFFICE :**

At the first annual meeting of the association the tern of the office of two Mangers shall be fixed for three years. The term of office of two Mangers shall be fixed at one year. At the expiration of the initial term of office of each respective Manager. A Successor shall be elected to serve a term of three years. The Manager shall hold office until their first meeting. (If a larger Board is contemplated, the terms of Office shall or should be established in a similar manner so that they will expire in different years)

24) **VACANCIES:**

Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the association shall be filled by vote of the majority of the remaining managers, even though they may constitutes than quorum and each person so elected shall be a manager until a successors is elected at the next annual meeting of the association.

25) **REMOVAL OF MANAGERS:**

At any regular or special meeting duly called any one or more of the managers may be removed with or without caused by a majority of the apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) **REGULAR MEETINGS:**

Regular meetings of the Board may be held at such time and place shall be determined, from time to time by a majority of managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the board shall be given to each manager, personally or by mail, or by telegraph, at least three days prior to the day named for such meeting.

27) **SPECIAL MEETINGS:**

Special Meetings of the Board may be called by the President on three days notice to each Manager, give personally or by mail or telegraph, which notice shall state the time, place (as herein above provided ) and purpose of the meeting. Special meetings of the Board shall be called by the president of Secretary in like manner and on like notice on the written request of at least three Managers.

28) **WAIVER OF NOTICE:**

Before or at any meeting of the Board, any, manager, may in writing, waiver notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at meeting of the Board shall be a waiver of notice by him of the time and the place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Scanned by CamScanner

नमन-३
दस्त क्र. 1208/2021
१९-३५

29) **QUORUM :**

At all meetings of the Board 1/3 of the total strength of the Managers shall constitute a quorum for Mangers present at the meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting, from time to time any business which might have been transacted at the meeting as originally called may be transaction without further notice, provided there is a quorum present.

30) **FIDELITY BONDS :**

The board may require that all officers and employees of the association handing or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the association.

## CHAPTER V
## OFFICERS

31) **DESIGNATION:**

The principal officers of the association shall be president, Vice President a Secretary and a Treasurer all of whom shall be elected by and form the Board. The Board may appoint an assistant Treasurer and an assistant Secretary and such other officers as in there judgement may be necessary. In the case an association of One Hundred owners or less, the officers of Treasurer and Secretary, may be filled by the same person.

32) **ELECTION OF OFFICERS :**

The Officers of the association shall be elected annually by the Board of the Organization meeting of each new Board and shall hold offices at the pleasure of the Board.

33) **REMOVAL OF OFFICERS:**

Upon an affirmative vote of a majority of the members of the board any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

34) **PRESIDENT:**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

35) **VICE PRESIDENT :**

The vice-president shall take the place of the president and perform his duties whenever the President shall be absent or unable to act. If neither the President not the Vice President is able to act, the board shall

Scanned by CamScanner

नसन - ३
दस्त क्र.1 6182 /2016
20—36

appoint some other member of the Board so to act on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by Board.

36) **SECRETARY :**

The Secretary shall keep the minutes of all meetings of the Board and the Minutes of all the meetings of the association, he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incidental to the office of the secretary.

38) **TREASURER :**

The Treasurer shall be responsible for association funds and securities and shall also be responsible for keeping full and accurate accounts of all the receipts and disbursements in books belonging to the association. He shall be responsible of the deposit of all moneys and other valuable effects in the name and to the credit and the association in such depositories as may from time to time be designated by the Board.

## CHAPTER VI
## OBLIGATIONS OF THE APARTMENT OWNERS

39) **ASSESSMENTS:**

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to **GEETA HEIGHTS APARTMENT CONDOMINIUM**, which may include an insurance premium for a policy to cover repair work and reconstruction work in case of hurricane, fire, and earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value owned, as stipulated in the declarations. Such assessments shall include monthly payments to a General Operating Reserve Fund and a Reserve Fund for replacements.

40) **MAINTENANCE AND REPAIR:**

1) Every owner must perform promptly, all maintenance repair work within his own unit, which if omitted would affect the **GEETA HEIGHTS APARTMENT CONDOMINIUM** in entirely or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

2) All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

3) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas & facility damaged through his fault.

41) **USE OF FAMILY UNITS-INTERNAL CHANGES :**

1) All units (except units on the Ground floor, shop premises ) shall be utilized for residential purposes only)

Scanned by CamScanner