

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 Organisation 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 nor the Vice President is able to act, the board shall 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 **SHAH'S SAI RESIDENCY PHASE II APARTMENT CONDOMINIUM**, which may include an insurance premium for a policy to cover repair work and reconstruction work in case

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of hurricane, fire, 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 **SHAH'S SAI RESIDENCY PHASE II APARTMENT CONDOMINIUM** in entirety 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 :**

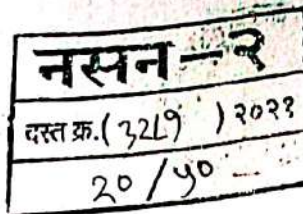
- 1) All units (except units on the Ground floor, shop premises) shall be utilised for residential purposes only)
- 2) An owner shall not make any structural modifications or alterations in his unit or installation located therein without previously notifying the association in writing, through the President of the Board if no manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alteration or installation.

42) **USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :**

An owner shall not place or cause to be placed or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of **SHAH'S SAI RESIDENCY PHASE II APARTMENT CONDOMINIUM** and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind such areas shall be used for no other purpose than for formal transit through them.

43) **RIGHT OF ENTRY :**

- a) An owner shall grant the right of entry to the Manager or to any other person authorised by the Board or the Association in case of an emergency originating in or treating his unit whether the owner is present at the time or not.
- b) An owner shall permit other owners or their representative when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for electrical services provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.



44) RULES OF CONDUCT :

- 1) No resident of the **SHAH'S SAI RESIDENCY PHASE II APARTMENT CONDOMINIUM** shall post any advertisement or posters of any kind in or on the building except as authorised by the association.
- 2) Residents shall exercise extreme care about making noises or the use of the musical instruments, radios televisions and amplifiers that may disturb others, residents keeping domestic animals shall abide by the Municipal Sanitary bye laws or regulations.
- 3) It is prohibited to hang garments, rugs, etc. from the windows balconies or from any of the faces of the **SHAH'S SAI RESIDENCY PHASE II APARTMENT CONDOMINIUM**.
- 4) It is prohibited to dust rugs, etc. by beating on the exterior part of the said condominium.
- 5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.
- 6) No owner, resident or lessee shall install wiring for electrical or telephone installation television antenna, machines or air conditioning units, etc. on the exterior of the **SHAH'S SAI RESIDENCY PHASE II APARTMENT CONDOMINIUM** or that ported through the walls or the roof of that condominium except as authorised by the Association.

CHAPTER - VII
FUNDS AND THEIR INVESTMENTS

45) FUNDS :

Funds may be raised by the Association in all or any of the following ways namely:

- a) By shares
- b) By contributions and donations from the apartment owners.
- c) From common profits which shall form the nucleus of the reserve funds.
- d) By raising loans, if necessary subject to such terms and conditions as the associations, with the approval of the Competent Authority may determine in his behalf.

46) INVESTMENT;

The association may invest or deposit its funds in one or more of the following :

- a) In the Central Co. Op. Bank or in the State Co. Op. Bank or in the State Co. Op. Bank or any other Schedule Bank decided by the meeting.
- b) In any of the securities specified in Section 20 of the Indian Trusts Act 1882.
- c) In any Co. Op. Bank other than those referred to in clause (a) of this bye laws or in any banking company approved for this purpose by the association.

47) AFFILIATION :