

RULES

OF

“SIAM ORIENTAL GARDEN CONDOMINIUM ” CONDOMINIUM JURISTIC PERSON

CHAPTER I

DEFINITION

Article 1. DEFINITION

- “Condominium Juristic Person” means “Siam Oriental Garden Condominium Juristic Person”
- “Co-owner” means the co-owner of the condo unit and/or representative, if the juristic person is the owner.
- “General Meeting” means ordinary meeting or extraordinary meeting of co-owners as the case may be.
- “Committee” persons as mentioned in Article 44 of these Rules appointed by co-owners pursuant to Article 60 to run the business in accordance with the objectives of co-owners.
- “Committee member” means Committee members of the Condominium Juristic Person”
- “Manager” means the Manager of “Siam Oriental Garden Condominium Juristic Person”
- “Condo unit” means part of the condominium which can be separately owned by an individual for Siam Oriental Garden Condominium and the total condo unit area is.....square meters.
- “Common Property” means all the property except the condo units. This includes the land, location, and property which is for the common benefit of co-owners

“Personal Property”	means condo unit and assets which belongs to each condo unit owner
“Condominium Acts”	means the Condominium Acts B.E. 2522, B.E. 2534 and B.E. 2551 including law governing condominium shall be subsequently prescribed after the date of registration of these Rules.
“Common Expenses”	means the expenses which co-owners are obligated to proportionately pay taxes according to his/her share in the ownership of the common property as prescribed in Chapter VI and expenses incurred from common service and equipment, as well as facilities provided for common benefit and the maintenance and arrangement of the common property according to his/her share in the ownership of the common property or proportion of benefit of condo unit.
“Condo unit for commercial purpose”	means condo unit be used for operating trade of consumer goods only and prohibited for any business operation against good traditions and moral such as clubs, bars, lounges, massage or entertainment place, any business operation, which may cause any damage to the utilizers in the building and/or impact environment, having smell, smoke and noisy such as fuel or inflammable substances distribution, restaurant, except the condo unit where has been permitted to operate the business as restaurant as prescribed in these Rules. Every change of objective of use of condo unit, such condo unit owner must present the Condominium Juristic person the plan in order to check and it shall be effective with a prior written permission from the Committee and the Manager only. The aforesaid trading operating condo unit must provide an access system especially without disturbing common living of co-owners.

Not allow anyone to operate any trading in the condominium, unless trading operation at the area of the condominium as provided as foregoing paragraph.

“Access System”

means enter and exit the condo units and condominium where apply access control system such as key card system, CCTV system etc., including any other systems to be provided by the Condominium Juristic Person in the future in order to control and oversee the enter and exit.

“Proportion of ownership of common property”

means proportion of ownership of common property of the co-owner according to the proportion between the area of each condo unit and the area of the entire condo units in the condominium.

“Ratio of expenses”

means ratio of expenses where co-owners is obligated to proportionally pay as specified in the Chapter VII of these Rules

“Business where the Manager assigned other person to act on behalf”

means all businesses as determined according to the Rules or resolution of general meeting of co-owners determining any other person can act on behalf and must comply with the duty as prescribed in the Rules.

CHAPTER II

OBJECTIVES

Article 2. OBJECTIVES

The Condominium Juristic Person has the intention to manage and administer the common property of the condominium and has authority to take action for highest benefit to using condo units and jointly using the common property. However, the action must be in line with resolutions of co-owners under the Condominium Act, namely:

- 2.1 To administer and maintain public utilities systems of the condominium;
- 2.2 To notify of bill payment and collect common expenses from co-owners; Pay taxes and other expenses that must be paid to the government and demand co-owners for payment of outstanding expenses as prescribed in Article 18, as well as claiming compensation in case any co-owner or individual caused any damage or loss to the common property;
- 2.3 To organize the security system to ensure safety and prevent accidents of the condominium and the common property, including obtaining all kinds of insurance coverage with insurance companies;
- 2.4 To maintain and repair all existing common property, including that property to be provided in the future so that they are always in good and functional conditions for co-owners;
- 2.5 To contact or employ government agencies, state enterprises or other organizations, companies, firms or individuals to maintain, supervise, take care of and repair the common property of the condominium;
- 2.6 To defend or claim any rights or property where are common benefit of co-owners;
- 2.7 To sue any co-owner or his/her dependent or individual who infringes these Rules;
- 2.8 To control, supervise and provide all services to co-owners as objectives;
- 2.9 To carry out any actions under the provisions of the Condominium Acts for benefit of using the condo units and the common property of co-owners.

CHAPTER III

COMMON PROPERTY

Article 3. COMMON PROPERTY

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

3.1 The land on which Siam Oriental Garden Condominium is situated, being the land bearing Title Deed No. 9460, 5502 Land No. 161, 160 Survey page 4040, 2418 Nongprue Sub-district, Bang Lamung District, Chon Buri Province, with total approximate area of 199.9 square wah.

3.2 STRUCTURAL SYSTEMS

1. Structure with foundation and structure of condominium
2. Pathways around and within the building
3. Underground car parking for 18 vehicles
4. 8th Floor area of roof-deck
5. 1 reinforced concrete underground water tank
6. Common toilet at 1st floor total 1 rooms
7. Main stairs and fire escape
8. 1 Garbage room at ground floor
9. 1st Floor swimming pool
10. 1st Floor reception lobby
11. 8th Floor area of roof-deck
12. 1th Floor Jacuzzi

3.3 WATER PIPE SYSTEMS

1. Main water pipe size 12 inches of underground floor and 1st floor to 7th floor
2. 1 water meter installed by Provincial Waterworks Authority
3. Main water pipe from the underground water tank to roof-deck water tank with equipment whereof both underground and roof-deck

4. Main water supply pipe from the roof-deck to condo units and common area with equipment whereof
5. 2 sets of underground water pump
6. Power system controlling water pump total 1 sets/ 1 box
7. Vertical and horizontal main drain
8. Vertical and horizontal sewage pipe
9. Rainspout with drain point (Underground car parking and 8th floor to 7th floor)
10. Booster Pump at 8th floor 2 sets

3.4 WASTEWATER TREATMENT SYSTEMS

1. 2 Wastewater treatment tanks
2. 1 Grease trap tank

3.5 ELECTRICAL SYSTEMS

1. 1 Transformer
2. Main wire with conduit from the transformer to MDB box at G floor (MDB1, MDB2) total 1 set
3. 1 MDB box with equipment at G floor
4. Main wire from MDB box to electrical meter from 2 – 16/6 /THW, 2-35/10 THW
5. Electrical control box with equipment at every floor / per box
6. Electrical meter panel
7. Main wire from electrical meter at condo unit with conduit
8. Light thoroughly building, every floor
9. Emergency light at every floor

3.6 FIRE PROTECTION SYSTEMS

1. Main fire water pipe with equipment at G floor.
2. Fire hose cabinet with equipment (hose, nozzle and fire extinguisher)
3. Fire alarm system at underground floor, 1st floor – 8th floor.

3.7 TELEPHONE SYSTEM

1. Telephone line of Telephone Company at 1st floor – 8th floor, total 78 sets
2. PABX box and telephone system within building from G floor to total 1 set

3.8 AIR-CONDITIONING SYSTEM AT COMMON ROOMS

3.9 TELEVISION SYSTEM

1. Internal television main cable and booster total 1 sets
2. Internal CCTV at G floor – 1st floor.

3.10 LIGHTNING PROTECTION SYSTEM, LIGHTNING ROD WITH EQUIPMENT INSTALLED AT ROOF-DECK TOTAL 5 SET

3.11 PASSENGER ELEVATOR SYSTEM WITH MACHINE ROOM FROM 1ST FLOOR TO 8TH FLOOR TOTAL 1 ELEVATORS

3.12 ANY OTHER PROPERTY FURTHER BOUGHT BY FUND OF THE CONDOMINIUM JURISTIC PERSON WHERE SHALL BE OWNERSHIP OR RIGHT OF THE CONDOMINIUM JURISTIC PERSON AND PROVIDED FOR THE COMMON USE OR BENEFIT OF CO-OWNERS.

Article 4.

The Condominium Juristic Person exercises the rights of co-owners and the entire common property, in prosecuting, by any means, including legal actions against a third party for return of any common property for benefit of all co-owners, by the Manager has all authorities to carry out all businesses of the Condominium Juristic person such as report, complain, enforce an action, compromise etc., unless the Manager has committed offence by him/herself or rendered any actions contrary the law, the Chairman of Committee, by resolution of the majority vote of the members of the Committee, is authorized to prosecute and proceed with the case against the Manager.

CHAPTER IV

MANAGEMENT OF COMMON PROPERTY

Article 5. MANAGEMENT OF COMMON PROPERTY

Management of common property shall be the responsibility of the Manager, approved by the Committee, to carry out according to the authorities and provisions as prescribed in these Rules in all respects, including regulating further provisional or permanent regulations or include other Rules concerning the security system such as security team to oversee entering in – going out and any other necessity arrangement, as well as employing staff (special position other than determined in the budget) and other personnel and determining expenses as appropriate for such business.

Article 6.

In the event that the condominium is partially expropriated by Law governing realty expropriation, the co-owner in the expropriated area shall not longer have any rights to the remaining common property. In this case, the Manager, by approval of the Committee, arranges co-owners, who possess the land which is not expropriated, to reimburse the aforesaid expropriated co-owner the price of the condo unit at the proportion, which each co-owner has the ownership of the common property.

Article 7.

For car parking system and right, co-owners must stick permission card of the Condominium Juristic Person at the position where the security guard can oversee and park their vehicles at the area determined as the respective right of each condo unit. Relatives or visitors or all kinds of contractors must park their vehicles at the area determined by the Condominium Juristic Person only. In case of violation, shall be fined as prescribed in Article 94 or regulations as determined by the Committee. The permission card as the foregoing can be requested at the Condominium Juristic Person's office.

Article 8.

Elevator be used for Article transportation shall be only serviced from Monday – Friday between 08.30 hrs. – 17.30 hrs. and it is not allowed for continues using over than 1 hour and locked for Article transportation longer than 5 minutes. Whoever causes any damage to the elevator such as write or draw anything must be responsible for the occurred damage.

Article 9.

Co-owners or their dependent are not allowed to sweep dust or garbage from their condo units to leave at the front of their condo units or common area. Garbage or Articles or material must be put in the bag and tie the bag and then deposit at the provided area and after deposited, the garbage bin must be covered every time.

Article 10.

Relax garden shall be used for siting leisurely only and not be allowed for gambling or bringing any narcotics or alcohol drinks into the aforesaid area and must keep public peace and not disturb any other person. In case of any violations are found, the security guard or personnel of the Condominium Juristic Person must be immediately informed.

Article 11.

Regarding utilization of roof-deck area, co-owners are absolutely not allowed deposit their personal property at the aforesaid area.

Article 12.

Co-owners and their dependent are only entitled to use the facilities (swimming pool, etc.) and must strictly comply with the regulations of the Condominium Juristic Person.

Chapter V

USE OF PERSONAL AND COMMON PROPERTIES

Article 13. USE OF PERSONAL AND COMMON PROPERTIES

The Manager, with approval of the Committee, shall control the use of common property of the co-owner or occupant to comply with the following Rules:

- 13.1 All co-owners or any person shall use the common property according to the utilization as set in the Rules, as well as use and period of use and other set Rules of use under the administration and control of the Manager. If any co-owner or person who is permitted by the above-foresaid co-owner fails to comply with the Rules, the Manger has the right to disallow such co-owner or person to use the common property until such co-owner or person shall comply with the Rules.
- 13.2 No dependent of the co-owner or any person, who is permitted to enter the condominium, is allowed to use the place where is not related with the objective of entering the condominium. In this case, the Manager has the right to render any actions as he/she thinks fit.
- 13.3 No any person who is a co-owner or representative is allowed to enter or use the common property. The Condominium Juristic Person reserves the right to disallow any person who dresses or conduct impolitely or does any actions improper or contrary to the Rules or laws. In this case, the Manager has absolute power to determine and disallow such person to enter the condominium or use the common property, as well as ask such person to leave from the condominium.
- 13.4 No person having serious communicable disease is allowed to use the common property.
- 13.5 Regarding the foregoing Rules, the Manager with approval of the Committee has the authority to additionally prescribe any Rules from time to time as

appropriate by posting an announcement for compliance with by all co-owners and defendant and relevant person.

- 13.6 If any co-owner or dependent or permitted person fails to comply with these Rules, the Condominium Juristic Person, by the Manager has authority to exercise as the injured person or on behalf of the injured person, by applying the provision as prescribed in Article 94 to enforce and set the fine or measure in order to comply with such Rules, including sue such co-owner or dependent or permitted person to comply with the Rules and/or indemnify the occurred damage.

Article 14

The management and use of the condo unit is the right of the co-owner or a person who is allowed to use under the responsibility of the aforesaid co-owner and Rules must be abided by as follows:

- 14.1 Co-owners must use the condo unit for residential purpose only
- 14.2 The co-owner or occupant shall be responsible for maintaining the condo unit and common property in a good condition and orderly use and not do anything, which may cause nuisance, both in condo unit or common area.
- 14.3 All kinds of pet are prohibited to be in the condo unit and/or common property area of the condominium.
- 14.4 The co-owner or occupant shall not cause any activities, which may disturb or be disgusting or harmful to other co-owners or obstruction of use the common property of other co-owners or the security systems of the condominium.
- 14.5 Do not change or remove of the alert system, fire alarm system and common television system and/or other common system, unless necessary circumstance and must be known and checked by the Manager and with a prior approval of the Manager to do so only.
- 14.6 The personal property is prohibited to keep at the common property.
- 14.7 No co-owner is allowed to chisel, pierce or alter the floor, ceiling and wall of the condo unit, which is adjacent to the common corridor/balcony and/or the side wall being common use of other condo units.
- 14.8 No co-owner is allowed to place a signboard or advertising poster at the wall or external balcony of the condo unit.

- 14.9 No co-owner is allowed to dry clothes or lean any Articles over banister of balcony.
- 14.10 No alterations or extensions on the banister of balcony of the condo unit, including installing any steel bar at rear balcony and front door of the condo unit.
- 14.11 Installment of any materials of the condo unit shall not over the building line and/or border of the condo unit.
- 14.12 The co-owner or occupant of the condo unit wish to make any alteration, decoration or extensions shall provide the plan and specifications to the Manager for checking and approving when it is appeared that such actions shall not impact to the structure or alert system or fire protection systems and other public utilities systems or shall not charge the external appearance of the condominium and/or shall not break the Rules and regulations of the Condominium Juristic Person.
- 14.13 Before or during the procedure, the co-owner or occupant of the condo unit shall put damage deposit at the amount of 20,000 baht (twenty thousand baht), by the Condominium Juristic Person shall deduct the fee of condo unit decoration at the amount of 300 baht (three hundred baht) per day and after completion of decoration, but the decoration causes any damage to the common property or property of other person, the Condominium Juristic Person shall deduct or forfeit the aforesaid damage deposit in order to indemnify the damages or the amount considered by the Condominium Juristic Person as actual damage and also have the right to claim the further damages if the damage exceeds the aforesaid damage deposit. The co-owner or occupant shall comply with the other Rules and regulations of the Condominium Juristic Person has been notified and/or announced.
- In this case, the decoration of the condo unit must be completed within 30 days by the Committee has authority to determine the fine for the condo unit where decoration is over the above period.
- 14.14 No co-owner or occupant is allowed to put the construction materials at the common area.
- 14.15 No disposing of the leaving of construction material and decorations into the garbage hole or throwing from the balcony of the condo unit. The aforesaid

disposing of the leaving of construction material and decorations must be disposed outside the condominium.

- 14.16 The co-owner or occupant of the condo unit shall allow personnel of management or craftsman of the condominium to inspect, repair and alter in case the damage of the common property or nearby condo unit or impaction because material breaking in the condo unit.

In case that it was clearly proved that the damage occurred from action of the co-owner or contractor of the co-owner, furthermore the aforesaid co-owner shall agree to open the condo unit for repairing, the co-owner shall also be responsible for expenses and damages occurred from reparation or restoring of the aforesaid property to the good condition.

- 14.17 The co-owner or occupant of the condo unit is responsible for damage to the common property and the property of nearby condo unit or the condo unit on the upper and lower floor occurred from extensions, decorations or repairs, changes or removing the public utilities systems and security systems or the damage, which originate from such condo unit.

In case the condo unit of any co-owner causes leaking out water to the condo unit on lower floor, the causing condo unit shall be responsible for the occurred damage.

- 14.18 No co-owner or occupant is allowed to cook in the condo unit by using charcoal or gas.

- 14.19 The co-owner or occupant of the condo unit shall not use the car parking area for other purpose than car parking and must park at the area determined by the condominium only.

- 14.20 No pound or pierce the floor and keep any material weighing over 200 kilograms per square meter within the condo unit.

- 14.21 Do not use the condo unit for storing illegal Articles or utilizations.

- 14.22 Do not throw the leaving of material to the drains or toilet. In case of any blocking up of pipe is found, the owner of such condo unit shall be responsible for all damages.

- 14.23 Any advertising signboards are not installed at balcony or external wall of the condo unit.

- 14.24 Any co-owner or occupant who infringes Article 14.1 – 14.23 or causes any damage to the common property or personal property of any person within the

condominium, the Manger or Committee or general meeting, by the Manger has the authority to stop public utilities services such as water, telephone etc. and forfeit any security money or claim for damages and/or stop any actions or order for removing any parts, including order for rectifying or restoring to the original condition at the cost of such condo unit owner, except the condo unit operating business where has been approved by the Condominium Juristic Person according to the regulations of the Condominium Juristic Person.

CHAPTER VI

PROPORTIONS OF OWNERSHIP OF THE COMMON PROPERTY

CHAPTER VII

CONTRIBUTION OF COMMON EXPENSES

Article 15. CONTRIBUTION OF COMMON EXPENSES

Co-owners shall establish a fund for administration and management of the condominium or development, maintenance, adjustment and repair or purchase of the common property by collecting co-owners on the day of registration of the Condominium Juristic Person at the rate of 450 baht (four hundred fifty baht) per square meter, but the subsequent collection or fund establishment and/or special fund for high cost of reparations or purchase and emergency cases shall be in conformity with a resolution of a general meeting. The fund of this Condominium Juristic Person is deemed as part of common expense.

Article 16. EACH CO-OWNER SHALL SHARE THE EXPENSES AS FOLLOWS:

Expenses occurred from common services and maintenance of tools, equipment provided for common benefits as is beneficial for each condo unit and co-owners shall contribute all duties and taxes and maintenance costs and proceed relating the common property at the ownership ratio of each co-owner on the common property or beneficial ratio of each condo unit. The financial period of the Condominium Juristic Person commencing date of registration of juristic person until the next year of date of registration of juristic person of every calendar year period. This Condominium Juristic Person shall collect the common expenses, calculated from the area of each condo unit, at 38 baht (thirty eight baht) per square meter/month in 12 months in advance. This set rate may be changed as appropriate of economic situation with approval from the Committee and/or general meeting of co-owners and/or as prescribed in the transitory provision.

Article 17.

Co-owners or occupants shall actually pay the public utilities costs and personal services costs such as water cost, telephone bill etc. at the rates set by the Condominium Juristic Person and/or general meeting.

Article 18.

Co-owners shall pay the expenses as specified in Article 15 and Article 16 from the date of registration of the Condominium Juristic Person and the expense under Article 17 must be paid within 15 days from the date of receipt of invoice from the Manager at the Condominium Juristic Person's office.

Article 19.

In case where any co-owner is in default of payment of the aforesaid expenses or cheque given to the Condominium Juristic Person is dishonored, such co-owner shall be responsible for as follows:

- 19.1 shall be responsible for cost of asking for payment to the lawyer office appointed by the Condominium Juristic Person at.....baht (.....) per time of asking payment, which must be paid at the same day of making payment of expenses on next month.
- 19.2 In case that the Manager has asked for payment, furthermore the cost of asking for payment as prescribed in Article 19.1, such co-owner must also be liable for an additional cost at rate of 12 per year of the amount payable on each month, calculated without combining fine. The fraction of month shall be calculated as 1 month. In case of being behind in payment from 3 months up, shall be surcharged at rate of 12 per year and the Manager has the authority to suspend providing of common service or the use of common property as provided in the Rules for orderliness of residence and joint using the building and within the condominium. Therefore, by these Rules, it is deemed that co-owners agree to waive the right of claim or enter action against the Manager, both civil and criminal cases, and the additional cost under Article 19.2 is deemed as expenses under Article 16, as well.

Article 20.

In case of special, emergency and/or necessary circumstances in order to provide maintenance, reparations or management for benefit on the common property or benefit of the major co-owners or arrangement according to resolutions of general meeting of co-owners where are not contrary to the Rules or the Condominium Act and the Condominium Juristic Person must specially pay for such action, the Manger, with approval of the Committee, has the right to use the condominium fund especially provided for emergency or

special cases or the normal fund and ask for additional contribution for such special or emergency cases.

Article 21.

The Manager, by approval of the Committee, shall provide and maintain the insurance against fire and other disasters relating this condominium deemed appropriate by the Manager or the Committee with reliable companies at the current market prices. The Condominium Juristic Person is the insured and beneficiary as representative of all co-owners in order to use funds received from the insurance firm to repair the damage of the condominium, in case occurred.

If the compensation is not enough, co-owners shall be collected for the shortage at the ratio of ownership of the common property. However, co-owners shall provide and maintain the insurance for his/her personal property at his/her cost and be responsible for the damage occurred from his/her personal property, causing damage to the common property or personal property of others.

Article 22.

In case that the condominium was totally damaged, co-owners shall hold general meeting immediately in order to resolve rebuilding of condominium or not. In case of rebuilding of condominium is approved, the Manager, with approval of the Committee, shall hire a contractor for rebuilding the condominium, by using the compensation from the insurance company or collecting co-owners, by deeming as common expense and each co-owner shall pay the reparation cost for his/her personal property according to the Condominium Act if the compensation from the insurance company and fund are not enough for rebuilding cost.

In case of resolution of disapproval for rebuilding where is termination of condominium, the Manger, with approval from the Committee, shall request a resolution from the general meeting for termination of condominium, by the Manager and the Committee shall share the compensation and/or make liquidation pursuant to the Condominium Act to co-owners at the ownership ratio of each co-owner on the common property immediately. Furthermore, for benefit of the use of condo unit and common property and it is deemed that all co-owners agree to waive the right of recourse each other, including the Condominium Juristic Person.

Article 23.

For the interest of forcing compulsory performance of the debts from expenses, the Condominium Juristic Person has the preferential right as follows:

- 23.1 Preferential right to the expenses occurred from common services and tools, equipment provided for common benefit as is beneficial for each condo unit shall be regarded as preferential right over the personal moveable property kept in condo unit.
- 23.2 Preferential right to the expenses of taxes and expenses of maintenance and proceed of the common property at the ownership ratio on the common property of each co-owner shall be regarded over the personal property of each condo unit owner.

If the particulars of debts under Article 23.1 and 23.2 presented to the official by the Manager, shall be prioritized before mortgage creditor.

CHAPTER VIII

HOLDING THE OWNERSHIP OF ALIEN

Article 24. HOLDING THE OWNERSHIP OF ALIEN

Alien or alien juristic person may own condo unit according to the Condominium Acts prescribing this Condominium Juristic Person having area of 3,157.25 square meters, which aliens under this chapter holding the ownership altogether not more than 1,547.05 square meters or 49 percent.

Article 25. Person or juristic person as specified in Article 24 may own condo unit provided that such person or juristic person of the following qualifications:

- 25.1 Person permitted to resident in the Kingdom under Immigration Law.
- 25.2 Immigrants permitted to enter the Kingdom under BOI law.
- 25.3 Registered juristic person under Section 97 and 98 of Registered Land Code to become juristic person according to Thai Law.
- 25.4 Alien juristic person, which has been qualified under the Announcement of the Revolution Committee No. 281 dated 24 November B.E. 2515 and the Certificate of BOI granted under BOI Law.
- 25.5 Alien or Alien juristic person who brought foreign currency into the Kingdom or withdraw the money from their bank account in Baht currency of foreign residents, or withdraw their deposit bank account from foreign bank.

Article 26.

Other than prescribed in these Rules, holding of ownership of aliens or alien juristic persons shall apply provisions of the Condominium Act.

Article 27.

Alien or alien juristic person as Article 24 holding the ownership altogether not more than 49% of the entire area of condo units in the condominium.

Article 28. PERSON AS SPECIFIED IN ARTICLE 25 MUST DISPOSE THE CONDO UNIT UNDER THE FOLLOWINGS:

- 28.1 In case that the condo unit was devolved on the heirs to alien person or the unit was devolved on other causes as the case may be, and after combination of the ownership ratio as prescribed under Section 19 is more than the rate as prescribed under Section 19 bis.
- 28.2 If the alien whose residential permission was revoked or certificate of resident is invalid.
- 28.3 If the alien was ordered to banish out of the Kingdom and not respited or sent to operate occupation at anywhere instead of banishment.
- 28.4 If the alien as prescribed under Section (2) was not permitted by BOI Board to reside in the Kingdom.
- 28.5 The alien juristic person whose BOI Certificate was revoked or juristic person must dispose the condo unit as paragraph one, the condo owner shall report such sale to the official in writing within 60 days from the date of the must sale incurred as paragraph one.

The sale in (Article 28.1) shall be only the condo unit in excess of the limit ownership ratio. The sale in (Article 28.2) (Article 28.3) (Article 28.4) and (Article 28.5) must be made to all condo units in his possession. The sale of condo unit under paragraph 3 must be made within the period of one year from the date of acquisition of condo unit ownership or from the date the residential permit was revoked or resided license is valid or person was banished, or the date that residential permit in the Kingdom was revoked by BOI Board or the date that the BOI Certificate was withdrawn as the case may be.

Article 29.

The ownership of condo unit by a Thai person who later on lost his Thai nationality due to expatriation of Thai nationality, naturalization, or expatriated by National Law and being alien, and if he wants to continue his ownership of the condo unit thereof, shall have to report in writing to the losing his Thai nationality to the competent official. He also has to present the evidences to verify his alien status as specified in Article 26 within 180 days from the date of losing Thai nationality. However, if the ownership of alien in excess of the limit

ownership ratio as Section 19 bis, the exceeding condo unit must be sold within a period of one year from the date of losing Thai nationality.

CHAPTER IX

TRANSFER OF THE CONDO UNIT

Article 30. TRANSFER OF THE CONDO UNIT

The co-owner wishes to transfer the condo unit to other person shall not be behind in payment of common property expenses / surcharge / personal expenses and other expenses collected by the Condominium Juristic Person and the intention must be in writing notified to the Manager only in order to request for the letter of certification of free from any outstanding debts. The Manager must be also indicated regarding the name, address or contacting address of the transferee at least 7 working days in advance.

Article 31.

In case the co-owner is not behind with any payment of all expenses, the date of notification as Article 30 is considered as the date of official notification to the Manager upon the co-owner has complied with the procedure as specified in Article 31.

Article 32.

In case that any co-owner objects that she/he is not behind in payment of expenses, receipts of the Condominium Juristic Person must be verified to the Manager.

CHAPTER X

MANAGER

Article 34. MANAGER

Appointment of manager, which can be either a normal person or juristic person, shall be appointed by general meeting, and the appointed Manager shall submit evidence or hire contract to execute the registration with the official within 30 days from the date of resolution of general meeting.

In case that the Manager is a juristic person, a normal person shall be appointed to represent the juristic person to act as the manager, having the Condominium Juristic Person's Office at No 267/150 Village No. 12, Nongprue Sub-district, Bang Lamung District, Chon Buri Province 20150.

Article 35. POWERS AND DUTIES OF THE MANGER CONSIST OF THE FOLLOWING:

- 35.1 Performs administrative functions to achieve the objectives set under Section 33 or the resolution made in the general meeting or the Committee meeting, however, without inconsistent to the law.
- 35.2 In case of emergency and necessity, the Manager has the power to handle the situation for the safety of the building with his own initiative, in the same manner as a person of ordinary prudence would care to maintain his own property.
- 35.3 Provides safety and peacefulness of the condominium.
- 35.4 Acts as the representative of the Condominium Juristic Person i.e. having authority to act any businesses in the name of the Condominium Juristic Person within the scope of the Condominium Act, Rules, regulations or resolutions of the co-owners meeting, including demand payment of debt, sue, enforce an action or compromise, however, it must be in conformity with approval of the Committee meeting and/or the general meeting of co-owners.

- 35.5 Prepares a monthly earning and expenses account and posts an announcement for co-owners within 15 days from the ending day of month and the announcement must be still posted at least 15 continue days.
- 35.6 Enforces any action for arrears of expenses as specified in Article 18 exceeding 6 months from the co-owners.
- 35.7 Administers and maintains the common property, purchasing and procuring the property, as well as provides all facilities services to co-owners within the condominium.
- 35.8 Having all authorities for administration and maintaining of the common property.
- 35.9 Collects all expenses arisen from administration, purchasing, procuring and maintaining of the common property.
- 35.10 Prepares and keeps all registrations, account books, documents, printed matters, which are equipment in order to operate the business of the Condominium Juristic Person and provides business works, preparation of expenses account, monthly overall operation result report, by monthly announcing, and annual audit by the audit office as resolution of the general meeting only.
- However, the Manager shall monthly and yearly prepare an in advance operation plan and budget of earnings-expenses to the Committee.
- 35.11 Performs according to resolutions of the co-owners meeting and/or the Committee meeting, however, without inconsistent to the Rules and Condominium Act.
- 35.12 Controls and administers the utilization both condo unit and common property of co-owners and occupants to comply with the intentions of the Condominium Act, Rules and regulations of the Condominium, both existing and further prescribed.
- 35.13 Holds the Committee meeting and general meeting of co-owners.
- 35.14 Performs other functions prescribed in the Ministerial Regulation.
- 35.15 The Manager by approval of the Committee or general meeting shall have power to issue additional regulations from time to time as appropriate by posting an announcement.

Article 36.

The Manger with approval from the Committee is authorized to decide any actions that may impact the security and damage protection system of the building or any other as specified in the Rules or action of any co-owner or individual may be contrary and/or violate these Rules of the Condominium Act.

Article 37.

The Manger with approval from the Committee is authorized to regulate the Rules and regulations of the Condominium Juristic Person and decide the reparations or improvements of the common property of facilities of the Condominium Juristic Person for the convenience and benefits the management according to the objectives of the Condominium Juristic Person, unless in case of emergency and necessity, the Manager has the power to regulate the regulations, however, without inconsistent to the Rules or the Condominium Act.

Article 38.

The Manager shall hold his position for a term of 2 years, by such appointment must be supported by resolution as prescribed in the Rules, however, without inconsistent to the Condominium Act. If no election of new manager is held, the current Manager shall continue in the position for another 2 years. If the position of the Manager becomes vacant before normal termination, the Committee shall convene co-owners in order to appoint the Manager within 60 days and while vacancy of Manager or the Manager is unable to perform his normal duties of exceeding 7 days, one member of Committee shall be appointed in order to administer the businesses as if being the Manager.

In case that the Manager position is vacated by resignation letter or by any causes whatsoever, according to the Rules and no new manager is appointed, while the outgoing Manager's name remains according to these Rules, the function is considered as end at the time of notification of resignation.

The outgoing Manager can be reinstated, provided that without disqualification as prescribed in Article 39.

Appointment of the Manager in the previous sentence does not include the one appointed for the registration of the Condominium.

Article 39. QUALIFICATIONS AND PROHIBITED QUALIFICATIONS OF THE MANAGER AS FOLLOWS:

- 39.1 Over 25 years of age
- 39.2 Not be bankrupt
- 39.3 Not be incompetent person or quasi incompetent person
- 39.4 Never been dismissed from official sectors or organizations or private company in offence of dishonesty
- 39.5 Never been withdrawn from the position as manager because dishonesty or misconduct against good moral
- 39.6 Not be behind in payment of expenses as specified in Article 18
In case that the Manager is juristic person, the person representing for juristic person must has qualifications as Article 39.1 - 39 .6 as well.

Article 40. MANAGER OR REPRESENTATIVE AS THE MANAGER CEASES TO HOLD THE POSITION OF MANAGER UNDER THE FOLLOWING CIRCUMSTANCES:

- 40.1 Death or termination of status of juristic person
- 40.2 Resignation
- 40.3 Expiration of period as stipulated in the hire contract
- 40.4 Disqualification or prohibited as Section 35/1
- 40.5 Failure to comply with provisions of the Act or Ministerial Regulations issued by meaning of this Act or stipulations under the hire contract and withdrawn by resolution of the general meeting of co-owners as prescribed in Section 49.
- 40.6 Removed by resolution of general meeting of co-owners
- 40.7 Being adjudged bankrupt.
- 40.8 Being insane person or being adjudicated by a Court to be bankrupt or incompetent person or quasi incompetent person.
- 40.9 Expiration of term of office

CHAPTER XI

COMMITTEE

Article 41. COMMITTEE

Powers and duties of the Committee consist of the following:

- 41.1 To control the administration of the Condominium Juristic Person.
- 41.2 To appoint one committee member to act as the Manager in case of vacancy of position of the Manager or the Manager cannot perform his/her regular function not exceeding seven days.
- 41.3 To hold the Committee Meeting at least once every six months.
- 41.4 To has power and duty to regulate all rules of the condominium under the law and the Condominium's rules.
- 41.5 To hold the Committee Meeting at least once every six months.
- 41.6 To set policy for the Manager to implement.
- 41.7 To approve the Manager to execute any juristic acts in the name of the Condominium Juristic Person with government agencies, state enterprises and/or outsiders.
- 41.8 To approve expense occurred and over the set budget where has been considered that is necessary for the condominium.
- 41.9 To consider and decide all problems and disputes occurred in the condominium and present the general meeting of co-owners for consideration and resolution if necessary.
- 41.10 To control and monitor the administration of the Condominium Juristic person, which the Manager shall carry out under the powers and responsibilities of the Manager under the Rules or Law or resolutions of the Meeting of co-owners.
- 41.11 To arbitrate that any acts to the personal property, which may impact the construction structure and damage protection system of the condominium or others as prescribed in the Rules or any acts of co-owners, which may impact the common property or external appearance or any constructions, which may

change or add the common property or any acts of co-owners or individuals, which may be contrary to the Rules or Regulations of the Condominium.

41.12 To call a general meeting of co-owners.

41.13 To consider other issues under the law and the Condominium's rules and as prescribed in the Ministerial Regulations.

41.14 Other duties as prescribed in the Ministerial Regulations.

Article 42.

The Committee of the Condominium Juristic Person comprises of at least 3 members and not more than nine committee members, appointed by the general meeting of co-owners.

Article 43. TERM OF OFFICE

The Committee shall hold his position for a term of 2 years. If the position is vacant before the expiration of term of office or additional committee member is appointed while the former appointed committee member still hold his position, the new appointed committee member shall be in the position with the remaining period of the former committee member.

Upon expiration of term as paragraph two, but if no election of new committee is held, the expiring committee member shall continue his position until the new committee holds the position.

The outgoing committee member can be reinstated, but holding of position cannot be continued over than two consecutive terms, unless no other person can be elected to hold the position.

The Manager shall register the appointment of the Committee with the official within 30 days from the date of approval of the general meeting of co-owners.

Article 44. PERSON OF FOLLOWING QUALIFICATIONS CAN BE ELECTED TO BE THE COMMITTEE:

44.1 Co-owner or co-owner's spouse, legal representative, curator, or custodian in case that the co-owner is a minor or incompetent person or person of quasi-incompetent, as the case may be.

44.2 One representative if the co-owner is a juristic person.

In case that the condo unit is hold by several co-owners, one of them shall be appointed as a director.

Article 45. PERSONS WHO ARE TO BECOME A COMMITTEE MEMBER MUST NOT HAVE THESE QUALITIES:

- 45.1 Minor, incompetent person or person of quasi-incompetent
- 45.2 Has been revoked by a general meeting of co-owners from the position of Committee or the position of the Manager for cheating or inappropriate behavior or against morals.
- 45.3 Has been fired, released or dismissed from governmental position, enterprises or agencies or private enterprises because of malfeasance.
- 45.4 Has been adjudged imprisonment by final verdict, unless if the sentence is for an unintentional act or misdemeanor.

Article 46.

The Committee shall elect one member as Chairman and may elect another member as the vice Chairman. The Chairman shall be the ex officio Meeting Chairman.

On any meeting, if the Chairman is not presented or is unable to carry out his/her functions, the vice Chairman will be the Meeting Chairman. However, if the vice Chairman is not presented or is unable to carry out his/her functions, the meeting shall elect one member to be the Chairman of the Committee Meeting. One member has one vote and in case that the vote on each side is equal, the chairman is given one extra vote to make the final decision.

Article 47. OTHER THAN TERMINATION OF TERM, THE COMMITTEE MEMBER IS RELIEVED OF HIS POSITION BY:

- 47.1 Death
- 47.2 Resignation
- 47.3 Being disqualified under Section 37/1 or has the qualities of Section 37/2
- 47.4 Dismissed by a resolution of a general meeting of co-owners under Section 44

Article 48.

The Chairman is the one to summon the Committee Meeting. When at least two committee members make the requisition for the summoning of a Committee Meeting, the Chairman shall determine the date of the meeting within 7 days of the request.

Article 49. QUORUM AND VOTING OF RESOLUTION OF THE COMMITTEE

In a Committee Meeting, at least half of the committee members must be present to form a quorum.

On any Committee Meeting, if the Chairman is not presented or is unable to carry out his/her functions, the vice Chairman will be the Meeting Chairman. However, if the vice Chairman is not presented or is unable to carry out his/her functions, the committee shall elect one member to be the Chairman of the Committee Meeting.

Definite decisions are made by majority. One member has one vote and in case that the vote on each side is equal, the chairman is given one extra vote to make the final decision.

Article 50

The Committee Meeting shall be organized at least once every six months. The committee members are required to attend the meeting by in person and no proxy is permitted. In a meeting, at least half of the committee members must be present to form a quorum.

CHAPTER XII

FINANCIAL ACCOUNT

Article 51. FINANCIAL ACCOUNT

The Condominium Juristic Person shall prepare the balance sheet at least once every twelve months which is deemed as the financial year of the Condominium Juristic Person.

The balance sheet as paragraph one shall indicate the number of assets and liabilities of the Condominium Juristic Person and the earnings – expenses account and certified by an auditor and presented for approval by the general meeting of co-owners within 120 days from the date of end of financial year.

Article 52.

The Condominium Juristic Person shall prepare the annual report to the general meeting of co-owners together with the balance sheet. The copies of the aforesaid documents must be sent to co-owners at least 7 days in advance before the day of general meeting.

Article 53.

The Condominium Juristic Person shall retain the balance sheet/annual report indicating the result of operation at the Condominium Juristic Person's office at least 10 years from the date of approval from the general meeting of co-owners for inspection of the official or co-owners.

Article 54.

The Condominium Juristic Person shall prepare the estimate and the earnings – expenses account and annual report to the general meeting of co-owners.

Article 55.

The Condominium Juristic Person shall appoint the auditor under Article 57.3.

CHAPTER XIII

GENERAL MEETING

Article 56. GENERAL MEETING

The Manager organizes the meeting of all co-owners shall be called the “General Meeting”, which shall be held within 6 months from the date of registration of the Condominium Juristic Person. Subsequent General Meetings shall be called at least once a year and hereinafter called the 'Ordinary General Meetings'.

Written notice of every General Meeting along with the place, date, time, agenda and the matter where must be urgently proposed to the meeting with details as appropriate shall be delivered to all co-owners at least 7 days in advance.

Article 57.

The Committee organizes the ordinary general meeting at least once a year within 120 days from the date of end of the financial year of the Condominium Juristic Person for the following issues:

- 57.1 To consider and approve the balance sheet
- 57.2 To consider the annual report
- 57.3 To appoint the auditor
- 57.4 To consider other issue

Article 58.

In case of necessity, these persons have the right to call ordinary or extraordinary meetings, by an emergency general meeting, respectively:

- 58.1 Manager
- 58.2 Committee with over half has resolved to this act
- 58.3 At least 20% of all co-owners signed petition to the Committee for opening the meeting, by such petition must specify the purpose of calling the meeting. In this case, the Committee must hold the meeting within 15 days from the date of receipt of petition. If the Committee does not do so within that time, co-owners as above number has the right to organize an extraordinary general

meeting by appointing a representative to issue a document to call for a meeting.

After the general meeting has considered the issues according to the agendas and resolved or cannot consider because there is not enough voting as prescribed in the Rules, the aforesaid issue or agenda is considered as end. If need to reconsider such issue, it can be proposed on the ordinary meeting of next year.

Article 59.

The general meeting shall require attendants with the right to vote not less than a quarter of the total votes to form a quorum.

In case that there is not enough attendants as provided in the first paragraph, the general meeting is to be rescheduled to be held within 15 days from the first meeting and the later meeting does not need a quarter of the total votes to form a quorum. The Manager or spouse shall not be Chairman of the general meeting.

Article 60.

Resolutions of the general meeting must be by the majority of votes of co-owners attending the meeting, unless otherwise prescribed in these Rules.

Article 61.

Casting vote, each co-owner has the right of vote equaled to the ownership ratio represented to the common property by using ballot paper only.

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 62.

The co-owner may assign his/her proxy in writing to cast the vote and each proxy shall not represent more than three co-owners in casting the votes in any one meeting.

Article 63. THESE PERSONS SHALL NOT BE ASSIGNED AS PROXY OF THE CO-OWNER TO CAST THE VOTE:

- 63.1 Committee or their spouse
- 63.2 The Manager or his/her spouse

- 63.3 Personnel or employee of the Condominium Juristic Person or contractor of the Condominium Juristic Person
- 63.4 Personnel or employee of the Manager in case of the Manager is the juristic person

Article 64.

Resolution regarding following issues need at least a half of the total votes of all co-owners.

- 64.1 Purchasing or accepting immovable property, which has maintenance costs as a common property
- 64.2 Sale of immovable common property
- 64.3 Granting permission to co-owners to construct, decorate, improve, change, or add to their condo units, which may impact the common property or exterior appearance of the condominium at the cost of such co-owner
- 64.4 Modifying the Rules on how to use or manage the common property
- 64.5 Modifying the rate collected for sharing expenses as specified in Article 32(8) of these Rules
- 64.6 Construction to change, add to or improve the common property
- 4.7 To seek benefit of the common property

In case that there is not enough attendants as provide in the first paragraph, the general meeting is to be rescheduled to be held within 15 days from the first meeting and the resolutions prescribed in the first paragraph in the later meeting must be no less than 1/3 of the total vote of all co-owners.

Article 65.

Resolution regarding following issues need at least 1/4 of the total votes of all co-owners.

- 65.1 Appointment or dismissal of manager
- 65.2 Setting the manager's functions that can be assigned to his or her representative.

CHAPTER XIV

DECORATION AND ADDITION

Article 66. DECORATION AND ADDITION

The following addition and decoration of condo unit is held to be the change of the external appearance of the building, which the co-owners or occupants are not allowed, unless with approval from the general meeting of co-owners:

66.1 No installation, alteration of material on balcony or external wall or ceiling of balcony and/or wall or door adjoined to common corridor.

66.2 No alteration of color of the external wall adjoined to balcony of the condo unit or common corridor is permitted.

66.3 No installation of television antenna or satellite dish outside the condo unit is permitted.

Article 67.

Rebuilding or renovation of building due to total damage or partial damage to the condominium or alterations or additions to the common property must approved by a resolution of a general meeting of co-owners.

Article 68. CO-OWNERS CARRYING ON DECORATION AND ADDITION MUST COMPLY WITH THE FOLLOWING REGULATIONS:

68.1 Co-owner and contractor whoever carrying on addition or decoration have to submit the management the plan and specification for checking at least 15 days in advance and the management shall approve after any impaction to the construction structure, other public utilities systems or any change of external appearance of the building or violation of the Condominium Juristic Person is not found.

68.2 The list of person working within the building must be informed to the security guard and exchanging the permission card every person. In case of failure to show a card, the deposit at the amount of 100.- baht (one hundred baht only) must be made by every entering – going out person.

- 68.3 Working hours from Monday – Friday between 08.00 hrs. – 17.00 hrs., but no removal of material or working is absolutely allowed on Saturday and Sunday and/or official holidays in order to prevent any nuisances to residents of the condominium, unless emergency or necessity, which has been approved by the management.
- 68.4 The security deposit not less than 20,000 baht (twenty thousand baht) must be deposited as security for damage, which may be caused to the common property or personal property of other person, by the management shall return after finish of decoration, by the fee of decoration shall be deducted at 300 baht (three hundred baht) and no any damage is found to any property. If the aforesaid work caused any damage to the common property or personal property of other person, the management has power to deduct or confiscate the aforesaid security deposit for compensating the incurred damage as appropriate in order to repair, by issuing the receipt for such compensation amount. In this case, the condo unit decoration must be completed within 30 days by the Committee has power to fine the condo unit where the decoration is made over the above stipulated period.
- 68.5 Any removing Articles or equipment or tools in or out, the security guard must be informed in order to inspect and it can be taken out with approval of the management only.
- 68.6 No materials is allowed to be kept at the common area of the building, unless with permission from time to time.
- 68.7 Material and furniture is not allowed to deposit at the car parking area for transportation, except the area provided for transportation by the management and can be deposited on the period permitted for working only.
- 68.8 Transportation of materials and/or equipment used on decoration shall use the elevator for Article transportation only. Passenger elevator is not allowed. Wood or materials with size over the elevator shall be removed at stairs and must be cut as fit for removing in order to prevent damage, which may be occurred to the common property.
- 68.9 Inflammable substances such as oil, thinner, alcohol etc. is not allowed to be kept in the condominium area or condo units (must be taken out after finish work every time) without any exception.

- 68.10 All leavings of construction materials or garbage and broken containers are not allowed to be thrown in drain, toilet, and washbasin or garbage hole. All such garbage must be put in a plastic bag and transported in elevator and leaved outside the condominium area, because the garbage hole provided for normal garbage only.
- 68.11 No smoking on the building. In case of violation, the management needs to suspend the performance of the contractor until the co-owner shall certify the working.
- 68.12 Garbage where is not general garbage or leaving of construction material is not allowed to throw in the garbage room. In case of violation, the management shall call the outsider to collect such garbage and deduct the security deposit as Article 68.4 as expense.
- 68.13 Workers and contractors shall use the toilet in the decorated condo unit only. While performing or breaking, spirits drinking, gambling, noisiness and all kinds of sports played within the condominium is not allowed. Workers are not allowed to reside in the condominium any time. In case of violation, the management needs to suspend the performance of the contractor until the co-owner shall certify the working.
- 68.14 No pounding, piercing the wall, ceiling or additions or change of water supply system, electricity, telephone, common television, alert system of the condominium or condo unit is absolutely allowed.
- 68.15 No use of power or water from common property is allowed (use from the decorated condo unit only), unless with an approval from the management provided that the permitted person must pay the Condominium Juristic person the expenses.
- 68.16 For preventing nuisance and dirtiness to the common property, the door must be closed thoroughly the time of decoration of condo unit and all doors and windows must be closed after finish work or when raining.
- 68.17 If the damage is proved arise from violation of the rules, the management shall suspend the working or carry on as appropriate in order to protect the benefit of co-owners. In case of violation, the management needs to suspend the performance of the contractor until the co-owner shall certify the working.

CHAPTER XV

CLEANLINESS AND SECURITY

Article 70. CLEANLINESS AND SECURITY

For cleanliness and orderliness and maintaining the beautifulness of the condominium for highest benefit in living together, co-owners must comply with the following:

- 70.1 Do not sweep dust or garbage from their condo units to leave at the front of their condo units or common area. Garbage or Articles or material must be put in the bag and tie the bag and then deposit at the provided area and after deposited, the garbage bin must be covered every time.
- 70.2 Do not deposit garbage or leaving outside the condo unit. Garbage must be put in the plastic bag and tie the bag and then deposit at the provided area.
- 70.3 Burned cigarette butt or material must be extinguished before be thrown in cigarette bin only and not garbage bin.
- 70.4 Large or heavy Article or material must be thrown at the garbage room at the ground floor (outside the building) or notify the management in order to carry out the matter further.
- 70.5 Do not throw garbage or leaving of Article causing blocked up and damage to you and public.
- 70.6 After throwing garbage and leaving of Article in the provided bin, the cover must be closed.
- 70.7 In case that any co-owner violates these rules, the management shall fine 2,000 baht (two thousand baht) per time and report the Committee for carrying on further.
- 70.8 These rules may be further added as appropriate and shall announce further.

Article 71.

For security of life, body and property of co-owners, including protection and security of co-owners and residents, the Condominium Juristic Person regulates the following rules:

- 71.1 Co-owners and residents request vehicle permission card for entering – going out the condominium’s area at the Condominium Juristic Person’s office.
- 71.2 The security guard shall ask for purpose of entering outsiders or person and exchange their identification cards or other cards with the access permission card of the condominium and record the details in the daily report book and request the co-owner for permitting such person to see him/her.
- 71.3 No vehicle of outsiders or contractors to park at the condominium area.
- 71.4 For safety, co-owners should check all equipment such as electric appliances to be remained in usable condition all time.

CHAPTER XVI

CAR PARKING

Article 72. CAR PARKING

In order to provide protection and security for co-owners and residents, the Condominium Juristic Person regulates the Rule of car parking and entering and going out the condominium area as follows:

72.1 Co-owners / occupants abide by as follows:

72.1.1 Vehicle sticking the Condominium Juristic Person's card is permitted to enter – go out, by using the key card without needing to be inspected or change any card.

72.1.2 In case of no sticking of the card or have, but not show, the key card or exchange the car for permission card every time.

72.1.3 Entering – going out the building must use the key card system, which the Condominium Juristic Person provides at the same number of vehicle permission card.

72.2 Outsiders (relatives, visitors / contractors) must comply with follows:

72.2.1 Must exchange a card with the security guard, which the details of the aforesaid vehicle and individual shall be recorded every time.

72.2.2 In case of visiting any co-owner, the outsider must contact the management in order to inform the purpose and can enter upon being approved only.

72.2.3 Park car at the visitor area only

72.3 No co-owner or resident is allowed to wash vehicle at the car parking area, unless using towel to clean only.

CHAPTER XVII

BUILDING INSPECTION

Article 73. BUILDING INSPECTION

The building inspection under these Rules for inspecting the conditions of building, building structure and all equipment of building for benefits of stability, safety, fire protection, public health, environmental quality protection, town planning and architecture under the rules, procedures and conditions as prescribed in the Ministerial Regulations governing building control B.E. 2548 issued by the Building Control Act B.E. 2522 revised by the Building Control Act (No. 3) B.E. 2543, including law governing building control shall be further promulgated after the date of registration of these rules.

Article 74.

Condominium, which its area exceeds 2,000 square meters is required to provide an engineering or architectural inspector.

Article 75.

After completion of registration of condominium, the Condominium Juristic Person is required to provide an engineering inspector or architectural inspector, as the case may be.

Exceptions of providing the inspectors of the Condominium Juristic Person as paragraph first as follows:

- 75.1 Condominium, which its area not exceeding 5,000 square meters, shall be excepted to provide the building inspector for 7 years from the date of this Ministerial Regulation comes into force.
- 75.2 Condominium, which its area exceeding 5,000 square meters, shall be excepted to provide the building inspector for 5 years from the date of this Ministerial Regulation comes into force.

Article 76.

The building inspector of the Condominium Juristic Person may be normal person or juristic person.

Article 77.

The inspector shall provide an insurance covering the liability, as prescribed by law, arisen from defect of performance or not performed according to the procedure and standard of legal inspection as the inspector, by the policy covering not less than one million baht per incident and two million baht per year and the covering period not less than three years.

Article 78 Inspections of condominium and equipments connected to condominium divided to 2 kinds as follows:

- 78.1 Grand inspection is inspection of condominium and equipments connected to condominium as the particulars of inspection as specified in Article 82, shall be rendered every a period of 5 years.
- 78.2 Annual inspection is inspection of condominium and equipments connected to according to the annual program of inspection of condominium and equipments connected to condominium yearly arranged by the inspector as Article 79.2 during the period of grand inspection.

Article 79. Every grand inspection, the inspector must to carry out as follows:

- 79.1 Provision an operations plan for preventive maintenance program of condominium and equipments connected to condominium, including an instruction manual to conduct the operations plan and record of condominium inspection.
- 79.2 Provision an annual inspection plan for condominium and equipment connected to condominium, including guideline to inspection according to the aforesaid inspection plan for convenience of annual inspection of condominium and equipments connected to condominium.

Article 80. Inspector shall not inspect the following condominium:

- 80.1 The condominium where the inspector or his/her spouse, employees or agent of the inspector is the person making or responsible for design, particular supporting the plan or particulars of calculations of the condominium structure, construction control or installations of equipment connected to condominium.
- 80.2 The condominium where the inspector or his/her spouse is co-owner or participate in management of such condominium juristic person.

Article 81.

For safety of condominium, the Manager of the Condominium Juristic Person has the authority and duty to hire and procure and provide for inspection of condominium under this Ministerial Regulation on behalf of co-owners to both personal property and common property.

Article 82. INSPECTION OF CONDOMINIUM AND EQUIPMENTS CONNECTED TO CONDOMINIUM OF THE INSPECTOR REQUIRES THE FOLLOWING INSPECTIONS AT LEAST:

82.1 Inspection of stability of the building as follows:

82.1.1 Addition, alteration and modification of building body

82.1.2 Change of building load

82.1.3 Change of building usage

82.1.4 Change of construction material or decoration material

82.1.5 Wear and tear of building

82.1.6 Failure of building structure

82.1.7 Subside of building foundation

82.2 Inspection of systems and equipments connected to condominium

82.2.1 Facility systems

Elevator system, escalator system, electrical system and heating and ventilation system

82.2.2 Hygiene and environment systems

Water system, drainage system and waste water treatment system, storm sewer system, garbage management system, air ventilation system, air and noise pollution control system

82.2.3 Fire protection systems

Fire escape stair and fire exit, sign and illuminated exit sign, smoke control and smoke exhausting system, emergency and generator system, fireman lift system, fire alarm system, extinguishing system, water supply for fire-fighting system, fire hydrant, fire hose and fire pump system, sprinkle system, lightning protection system

82.3 Inspection of the performance of system and equipments of condominium for evacuation of co-owners or occupants

82.3.1 Performance of fire escape stair and fire exit

- 82.3.2 Performance of sign and illuminated exit sign
- 82.3.3 Performance of fire alarm system
- 82.4 Inspection of the safety management system for the building
 - 82.4.1 Fire protection plan for the building
 - 82.4.2 Evacuation plan of co-owners and occupants
 - 82.4.3 Safety management plan for the building
 - 82.4.4 Management plan of building inspector

Article 83

Inspection of condominium and equipments connected to condominium as specified in Article 82, the inspector is obligated to consider the criteria and standard as follows:

83.1 Regulations on building control or other related regulations applicable while constructing such condominium, or

83.2 Safety standard by government agencies, council of engineers, or council of architects

Article 84.

On an inspection of condominium and equipments connected to condominium whether grand inspection or annual inspection, the inspector shall make and submit the Condominium Juristic Person the report of result of inspection of condominium and equipments connected to condominium of the condominium has been inspected.

In case that the inspector found some part or particular of the condominium and equipments connected to condominium is inferior or not passed the criteria and standard as prescribed in Article 83, the inspector shall advise the rectification of condominium and equipments connected to condominium in order to comply with the criteria and standard as set by the Condominium Juristic Person.

Article 85.

The Manager shall submit the report of result of inspection of condominium and equipments connected to condominium to the local officer every year, by must be submitted within thirty days before the former certificate of condominium inspection shall expire the period of one year.

When the local officer received the report of result of inspection of condominium and equipments connected to condominium as paragraph one, the aforesaid report of result of

inspection of condominium and equipments connected to condominium shall be considered and the Manager shall be informed the result of the aforesaid consideration within thirty days from the date of receipt of the report of result of inspection.

In case that the aforesaid condominium is under the provisions of law or standard under Article 83 and safety for utilization, the local officer shall issue the certificate of condominium inspection to the Condominium Juristic Person as Ror. 1 Form attached this Ministerial Regulation within thirty days from the date of completion of consideration.

The Manager shall show the certificate of condominium inspection and open and visible place at such condominium.

Article 86.

The Manger has duty to provide the inspection of condominium and equipments connected to condominium according to the operation manual of manufacturer or system and equipment installer or an operations plan for preventive maintenance program set by the inspector and also provide the record of maintenance of condominium on the set period.

Article 87.

The condominium construction has been completed or granted certificate not less than one year ago, the Manager shall completely provide the first grand inspection of condominium and equipments connected to condominium as prescribed Article 78.1 and submit the aforesaid inspection report to the local officer within two years from the date of this Ministerial Regulation comes in force.

Article 88.

On an annual inspection of condominium and equipments connected to condominium, after the inspector prepared and submitted the report of the result of annual inspection of condominium and equipments connected to condominium to the Condominium Juristic Person and thereafter the Condominium Juristic Person submitted the report of the result of inspection of condominium and equipments connected to condominium to the local officer for considering and issuing the certificate of condominium inspection to the Condominium Juristic Person, although the local officer has not issued the Condominium Juristic Person the certificate of condominium inspection yet, the Condominium Juristic Person still have duty to provide an annual inspection of condominium and equipments connected to condominium on

the following year until the local officer shall issue the certificate of condominium inspection further.

CHAPTER XVIII

INSURANCE

Article 89.

The Manager, by approval of the Committee, shall provide and maintain the insurance against fire and other disasters relating this condominium deemed appropriate by the Manager or the Committee with reliable companies at the current market prices. The Condominium Juristic Person is the insured and beneficiary as representative of all co-owners in order to use funds received from the insurance firm to repair the damage of the condominium.

Article 90. IN CASE THAT DAMAGE OCCURRED TO THE CONDOMINIUM, THE FOLLOWING ACTIONS SHALL BE CARRIED OUT:

- 90 .1 In case of total damage or partial damage to the building is larger than a half of the total condo units, and if co-owners resolved to rebuild or renovate the building in the part of the damage, the Condominium Juristic Person shall repair or renovate the damage portion thereof.
- 90.2 In case of total damage or partial damage to the building is less than a half of the total condo units, the majority of condo units' owner suffered resolved that the damage shall be restored, the Condominium Juristic Person shall restore the damage portion thereof.
- 90.3 If the compensation is not enough or does not cover the rebuilding or repair costs of the damage portion, all co-owners shall share the expenses at the ratio of ownership of the common property for the rebuilding or repair costs of the damage portion where is the common property, but the rebuilding or repair costs of the damage portion of the personal property shall be borne by such condo unit's owner suffered.

The condo unit is rebuilt according to Article 90.1 and Article 90.2 is considered to be regarded as replacing unit to original. The original Certificate of Ownership shall belong to the rebuilt condo unit. If any details in the Certificate do not match with rebuilt condo unit, the competent official has the right to correct the contents in the Certificate.
- 90.4 In case of no resolution to rebuild or renovate the building in the part of damage as specified in Article 90.1 or Article 90.2, the co-owners of damaged

personal property are deprived of the right on the entire common property. If the compensation from the insurance is not enough or does not cover, the Condominium Juristic Person shall arrange the remaining co-owners to compensate the aforesaid deprived co-owners at the respective ratio of ownership of the common property.

- 90.5 After the co-owners of damaged units, whose condo units are not rebuilt as Article 90.4, received the compensation of the common property from other owners, the Certificate of Ownership shall be revoked and must be returned to the official within 30 days from the date of receiving the compensation thereto.

CHAPTER XIX

PUNISHMENT & PENALTY

Article 91. PUNISHMENT & PENALTY

An alien or a juristic person deemed by law to be an alien whoever fails to notify a competent official on the factum provided under paragraph two of Section 19 penta, Section 19 septem, Section 19 octo, Section 19 novem, Section 19 decem and Section 19 linquere within the prescribed time, shall be liable for punishment of a fine not exceeding 10,000.- baht (ten thousand baht only) and an additional fine not exceeding 500.- baht (five hundred baht only) per day throughout the period of such violation.

Article 92.

Whoever holding an ownership in a condo unit in the capacity of an owner on behalf of an alien or a juristic person deemed by law to be an alien, notwithstanding whether or not such alien or juristic person shall have a right to hold an ownership in a condo unit under this Act, shall be liable for punishment of imprisonment not exceeding two years or a fine not exceeding 20,000.- baht (twenty thousand baht only) or both and that the provisions under paragraph 4 of Section 19 penta shall apply mutatis mutandis.

Article 93.

Any co-owner violates the Rules of the Condominium Juristic Person or causes any disturbance to a co-owner of nearby condo unit and has been in writing warned by the Manager, but still fails to rectify within 10 days, shall be liable for a fine as the regulations prescribed by the Committee.

Article 94.

Any co-owner or person violates Chapter 4 and Chapter 5 of these Rules, shall be liable for a fine 500.- baht (five hundred baht only) per day and/or as determined by the Committee Meeting throughout the period of such violation.

Article 95.

Any co-owner violates the utilization of the condo unit, by using the condo unit for business purpose than specified in Chapter 1, shall be liable for a fine not exceeding 50,000.-

baht (fifty thousand baht only) and an additional fine not exceeding 5,000.- baht (five thousand baht only) per day throughout the period of such violation.

Article 96.

A co-owner whoever carrying on a construction, decoration of, modification on, change in or addition to his condo unit impacting the common property or external appearance of the condominium at the cost of such co-owner, shall be liable for a fine not exceeding 100,000.- baht (one hundred thousand baht only).

Furthermore the punishment under paragraph first, the aforesaid co-owner shall be liable for additional fine to the Condominium Juristic Person a 1,000.- baht (one thousand baht only) per day throughout the period of such violation until the original condition is completely restored at the cost of such co-owner.

Article 97.

If the Manager failing to issue the certificate free from obligation to the co-owner within 15 days from the day of receipt of the request and such co-owner has settled the obligations arising from the expenses as prescribed in Section 18 and other expenses of the Condominium Juristic Person, as well as failing to prepare monthly earnings – expenses account and post an announcement for co-owners within 15 days from the ending day of month and the announcement must be still posted at least 15 consecutive days, shall be liable for a fine not exceeding 50,000.- baht (fifty thousand baht only) and an additional fine not exceeding 500.- baht (five hundred only) per day throughout the period of improperly compliances.

Article 98.

In case the Manager violates or fails to execute the registration of revision or addition of the Rules, as a resolution of the co-owners meeting, to the official within 30 days from the date of resolution of the co-owners meeting, shall be liable for a fine not exceeding 5,000.- baht (five thousand baht only).

Article 99.

The Manager, who appointed by resolution of the general meeting of co-owners as prescribed in Section 49, shall present evidence or hire contract to execute the registration with the official within 30 days from the date of resolution of the general meeting of co-

owners . In case of violation shall be liable for a fine not exceeding 5,000.- baht (five thousand baht only).

Article 100.

The Manager shall register the lists of the Committee, who appointed by resolution of the general meeting of co-owners , with the official within 30 days from the date of resolution of the general meeting of co-owners . In case of violation shall be liable for a fine not exceeding 5,000.- baht (five thousand baht only).

Article 101.

The Manager shall arrange a general meeting is deemed as the first general ordinary meeting within six months from the date of the condominium was registered in order to appoint the Committee and the Manager requesting registration and consider and approve the Rules as submitted for registration of the Condominium Juristic person. In case of violation shall be liable for a fine not exceeding 5,000.- baht (five thousand baht only). **Article 102.**

The Chairman of the Committee shall arrange the Committee meeting at least once every six months. In case that 2 members of the Committee up request for a Committee meeting, the Chairman of the Committee shall set the day of meeting within 7 days from the date of receipt of request. In case of violation shall be liable for a fine not exceeding 5,000.- baht (five thousand baht only).

Article 103.

The Condominium Juristic Person shall prepare the balance sheet at least once every twelve months which is deemed as the financial year of the Condominium Juristic Person.

The balance sheet as paragraph one shall indicate the number of assets and liabilities of the Condominium Juristic Person and the earnings – expenses account and certified by an auditor and presented for approval by the general meeting of co-owners within 120 days from the date of end of financial year.

The Condominium Juristic Person shall prepare the annual report to the general meeting of co-owners together with the balance sheet. The copies of the aforesaid documents must be sent to co-owners at least 7 days in advance before the day of general meeting.

The Condominium Juristic Person shall retain the annual report indicating the result of operation and balance sheet and the Rules at the Condominium Juristic Person's office for inspection of the official or co-owners.

The Condominium Juristic Person shall retain the annual report indicating the result of operation and balance sheet as paragraph four at least ten years from the date of approval from the general meeting of co-owners.

In the case where the Condominium Juristic Person violates or fails to comply with paragraph one to paragraph five shall be liable for a fine not exceeding 10,000.- baht (ten thousand baht only) and in the case where the Condominium violates or fails to comply with paragraph one to paragraph five, the Manger shall be liable for punishment as prescribed, as well, unless otherwise it can be proved that he takes no part in committing such offence.

Article 104.

Other punishments for violations and disobedience on the Rules of the Condominium Juristic Person shall be enforceable according to resolutions of the Committee meetings and/or General Meetings. However, it shall not be contrary to the Rules and the Condominium Act.

Article 105.

Whoever failing to comply with an order of, obstructing against or failing to provide facilitation to a competent official performing duty under Section 60/1 shall be liable for punishment of imprisonment not exceeding three months or a fine not exceeding 6,000.- baht (six thousand baht only) or both.

CHAPTER XX

GENERAL PROVISION

Article 106. GENERAL PROVISION

These Rules called “Rules of Condominium Juristic Person” and this Condominium Juristic Person called “Siam Oriental Garden Condominium Juristic Person”.

Article 107.

The condo unit shall be used for residential purpose only

Article 108.

These Rules are enforceable for co-owners and occupants and representatives from the date of registration of the Condominium Juristic Person onwards. Revision of these Rules shall be in conformity with the resolution of general meeting under the Condominium Act. After proper resolution was passed, the Manager as assigned by the Committee shall register the revision with the official and after the official has registered such revision, it shall be enforceable.

Article 109.

In addition as prescribed in these Rules, the provisions of the Condominium Act shall be applied as Rules of the Condominium Juristic Person.

CHAPTER XXI

TRANSITORY PROVISION

Article 110. TRANSITORY PROVISION

110.1 The management and administration of the Condominium Juristic Person shall be divided to 2 terms: Administration from the date of registration of the Condominium Juristic person until 5year

110.2 The Condominium Juristic Person shall collect expenses of management and administration and maintenance of the common property (exclude purchasing the property and insurance premium or personal service from Siam Oriental Garden Company Limited)

110.3 Administration from shall use the expenses fund of the Condominium Juristic Person where has been collected from co-owners according to the Rules.

111.4 The rate shall be collected for common expenses, commencing the 3rd year onwards, at the collected rate of baht () per square meter.

110.5 On the date of registration of Manager of Juristic Person, the person having been appointed as the Manager is obligated to give the affirmation to the Competent Official as evidence that the Manager shall arrange to have a Joint Owner General Meeting convened which shall be deemed to be the first Ordinary General Meeting within six months from the date of the registration of the condominium corporate in order that the Meeting can appoint the Board and consider for approval the rules and the Manager having been registered. In case of violation, the punishment shall be a fine of not more than 5,000.- Baht as prescribed in Section 69.