



# **ST CHRISTOPHER AND NEVIS**

## **CHAPTER 10.03**

### **CONDOMINIUM ACT**

#### **and Subsidiary Legislation**

#### **Revised Edition**

showing the law as at 31 December 2009

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Law Revision Act, Cap. 1.03

This edition contains a consolidation of the following laws:

#### **Condominium Act**

**Act 20 of 1976 in force 3<sup>rd</sup> July, 1981**

**Amended by Act 9 of 1986**

**Act 4 of 2000**

**Act 37 of 2008**

#### **Regulations**

**Condominium Regulations – SRO 31/1981 – Section 45**

**Amended by SRO 7/2009**



## **CHAPTER 10.03**

### **CONDOMINIUM ACT**

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## **CHAPTER 10.03**

### **CONDOMINIUM ACT**

**AN ACT to facilitate the sub-division of land into parts that are to be owned individually and parts that are to be owned in common; and to provide for related or incidental matters.**

**1. Short title.**

This Act may be cited as the Condominium Act.

**2. Interpretation.**

(1) In this Act,

“board” means the board of directors of a corporation;

“buildings” mean

- (a) the buildings included in a property;
- (b) any structures above-water appurtenant to coastal land or above submerged land, as well as any dock slips associated with that land or the structures, included in the property;

*[Amended by Act 37/2008]*

“by-law” means a by-law of a corporation;

“claim” includes a right, title, interest, encumbrance, or demand of any kind affecting land, but does not include the interest of an owner in his unit and common interest;

“common property” means all the property except the units;

“common expenses” means the expenses of the performance of the objects and duties of a corporation and any expenses specified as common expenses in a declaration;

“common interest” means the interest in the common property appurtenant to a unit;

“common profits” means the balance of all income, rents, gains and profits from the common property remaining after the deduction of the common expenses;

“condominium property” means any property that is governed by the provisions of this Act;

*[Inserted by Act 4/2000]*

“Corporation” means a corporation incorporated by this Act;

“declarant” means the owner or owners in fee simple of the land described in the description at the time of the registration of a declaration and description of the land, and includes any successor or assignee of

such owner or owners but does not include a bona fide purchaser of a unit who actually pays fair market value or any successor or assignee of such purchaser;

“declaration” means the declaration specified in section 5 and includes any amendments;

“description” means the description specified in section 8;

“encumbrance” means a claim that secures the payment of money or the performance of any other obligation, and includes an encumbrance under the Title by Registration Act, Cap. 10.19 a mortgage and a lien;

“owner” means the owner or owners of the free-hold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;

“prescribed” means prescribed by the regulations;

“property” means

- (a) the land and interests appurtenant to the land described in the description, and includes any land and interests appurtenant to land that are added to the common property;
- (b) any structures above-water appurtenant to coastal land or above submerged land, as well as any dock slips associated with that land or the structures, included in the property;

*[Amended by Act 37/2008]*

“proposed unit” means land or interests described in an agreement of purchase and sale that provides for delivery to the purchaser of a transfer capable of registration after a declaration and description have been registered in respect of the land or interests;

*[Amended by Act 37/2008]*

“registered” means registered under the Title by Registration Act, Cap. 10.19;

“Registrar” means the Registrar of Titles for the Circuit in which the property is situate;

“regulations” means regulations under this Act;

“surveyor” means a surveyor appointed under the Land Surveyors Act, Cap. 10.10;

“unit” means

- (a) a part or parts of the land included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within that space at the time the declaration and description are registered for any type of independent use, including one or more rooms or enclosed spaces located on one or more floors in

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a building and with a direct exit to a public street or highway or to a common property leading to a public street or highway;

- (b) an interest in any structures above-water appurtenant to coastal land or above submerged land, as well as any dock slips associated with that land or the structures, included in the property.

*[Amended by Act 37/2008]*

- (2) For the purposes of this Act the ownership of land includes the ownership of space.

### **Declaration and Description**

#### **3. Property to comprise freehold land only and who may register.**

(1) A property shall comprise only freehold land and interests, if any, appurtenant to land and this may include any structures above-water appurtenant to coastal land or above submerged land, as well as any dock slips associated with that land or the structures, facilities, properties, arrangements known as dockominiums.

*[Amended by Act 37/2008]*

(2) A declaration and description may be registered by or on behalf of the owner in fee simple of the land described in the description.

#### **4. Restriction on and effect of registration.**

(1) Only land under the operation of the Title By Registration Act may be governed by the provisions of this Act and where the land and the interest appurtenant to the land described in the description are not entirely under the Title by Registration Act, the description shall not be registered.

(2) Upon the registration of a declaration and description, the land and the interests appurtenant to the land described in the description shall be governed by this Act.

(3) Upon the provisions of subsection (2) of this section being complied with, there shall be endorsed on each certificate of title that relate to a condominium unit and a condominium property, respectively, a statement that the provisions of this Act shall apply to the land to which each of the certificates relate.

*[Inserted by Act 4/2000]*

(4) The property to which a declaration and description relates shall be deemed to be divided into the same number of separate parcels of land as there are units described in the description.

(5) Each such parcel of land shall have the same limits and boundaries as its corresponding unit described in the description.

(6) Notwithstanding the provision in subsection (1) that only land under the operation of the Title by Registration Act may be governed by the provisions of this Act, a declaration and description may be lodged for registration, and acts preparatory to the

registration thereof may be done in relation thereto, before the land comprised therein is brought under the operation of the Title by Registration Act.

**5. What a declaration must contain.**

A declaration shall not be registered unless it is executed by the owner or owners of the land and interests appurtenant to the land described in the description and unless it contains

- (a) a statement of intention that the land and interests appurtenant to the land described in the description be governed by this Act;
- (b) the consent in the prescribed form, of every person having a registered charge, mortgage, lien, or other claim securing the payment of money against the land or interests appurtenant to the land described in the description;
- (c) a statement, expressed in percentages of the proportion of the common interests;
- (d) a statement, expressed in percentages allocated to the units, of the proportion in which the owners are to contribute to the common expenses; and
- (e) an address for service.

**6. What a declaration may contain.**

In addition to the matters mentioned in section 5, a declaration may contain

- (a) a specification of common expenses;
- (b) a specification of any parts of the common property that are to be used by the owners of one or more designated units and not by all the owners;
- (c) provisions respecting the occupation and use of the units and common property;
- (d) provisions restricting gifts, leases and sales of the units and common interests;
- (e) a statement specifying the number, qualification, nomination, election, term of office, compensation and removal of members of the board, and provisions respecting the meetings, quorum, functions and officers of the board;
- (f) a statement specifying the duties of the corporation consistent with its objects;
- (g) a specification of the majority required to make by-laws of the corporation;
- (h) provisions regulating the assessment and collection of the contributions towards the common expenses;
- (i) a specification of the majority required to make substantial changes in the common property and the assets of the corporation;

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- (j) a specification of any provision requiring the corporation to purchase the units and common interests of any dissenters after a substantial addition, alteration or improvement to or revocation of the common property has been made or after the assets of the corporation have been substantially changed;
- (k) a specification of any allocation of the obligations to repair and to maintain the units and common property;
- (l) a specification of the percentage of substantial damage to the buildings and a specification of the majority required to authorize repairs under section 28;
- (m) a specification of the majority required for a sale of the property or of part of the common property;
- (n) a specification of the majority required for the termination of the government of the property by this Act; and
- (o) any other matters concerning the property.

**7. Amendment of declaration and registration of amendment.**

(1) Subject to subsections (3) and (4), the declaration may be amended only with the consent of all owners and all persons having registered encumbrances against the units and common property.

*[Amended by Act 4/2000]*

(2) Subject to subsection (3), when a declaration is amended, the Corporation shall register a copy of the amendment executed by all the owners and all persons having registered encumbrances against the units and common interests, and until the copy is registered the amendment shall have no effect.

(3) Notwithstanding subsections (1) and (2), the Corporation may, by resolution of the Board change its address for service and the change shall not have effect until a notice therein in the prescribed form is registered.

(4) Notwithstanding the provisions of subsection (1) of this section, a person who wishes to build condominium properties in phases may amend the original declaration if

- (a) he or she stated in that declaration he or she intends to develop condominium properties in phases;
- (b) he or she states, in the amending declaration, the share of the common expenses that is to be paid by the owner of each unit after the addition of a new condominium property;
- (c) files in the Condominium Register, with the original declaration, detailed building plans of the additional condominium properties; and
- (d) the Examiner of Condominium Surveys certifies that each additional condominium property has been constructed substantially in accordance with the building plans referred to in paragraph (c) of this subsection.

*[Inserted by Act 4/2000, and subsections (4) and (5) renumbered accordingly by the same Act]*

(5) The Corporation, on giving at least seven days notice to every owner, or an owner on giving at least seven days notice to the Corporation and every other owner, may apply to a judge of the High Court for an order amending the declaration or description and the judge, if he or she is satisfied that an amendment is necessary or desirable to correct a manifest error or an inconsistency in the declaration or description or arising out of the carrying out of the intent and purpose of the declaration or description, may make the order.

(6) An amendment to a declaration or description made by an order under subsection (5) shall have no effect until a certified copy of the order is registered.

**8. What a description must contain.**

(1) A description shall contain

- (a) a plan of survey showing the perimeter of the horizontal surface of the land and the perimeter of the buildings;
- (b) structural plans of the buildings;
- (c) a specification of the boundaries of each unit by reference to the buildings;
- (d) diagrams showing the shape and dimensions of each unit and the approximate location of each unit in relation to the other units and the buildings;
- (e) a certificate of a surveyor showing that the buildings have been constructed and that the diagrams of the units are substantially accurate and substantially in accordance with the structural plans; and
- (f) a description of any interests appurtenant to the land that are included in the property;

prepared in accordance with the regulations.

(2) A description shall not be registered unless it has been approved in accordance with the regulations.

### **Registration**

**9. Index.**

The Registrar in whose office a declaration and description are registered shall keep an index in the prescribed form to be known as the “Condominium Corporations Index”.

**10. Condominium Register.**

(1) The Registrar in whose office a declaration and description are registered shall keep a register in the prescribed form to be known as the “Condominium Register”.

(2) Declarations, descriptions, by-laws, notices of termination, and other instruments respecting land governed by this Act shall be registered and recorded in the Condominium Register in accordance with this Act and any regulations made thereunder, but, except as otherwise provided by this Act or the regulations made thereunder, the Title by Registration Act, Cap. 10.19 shall apply in respect of property governed by this Act.

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## Units and Common Property

### 11. Units and common property.

(1) Units and common interests shall, for all purposes, including the purpose of property tax, constitute real property, and may be separately conveyed, mortgaged, leased or otherwise disposed of and may be inherited or devised by will and subject to the provisions of this Act, the declaration and the by-laws, each owner shall be entitled to exclusive ownership and use of his or her unit.

(2) A title to a unit comprised in a condominium property shall consist of a certificate of title, which certificate shall be in such form as may be prescribed by regulations.

*[Substituted by Act 4/2000]*

(3) A certificate of title for a unit comprised in a condominium property shall be registered by placing one duplicate, in the order of its date, in the current volume of the Condominium Register in the Registry of Titles in which the land of which it forms part is situated, and each unit may belong in common ownership to more than one person.

(4) The other duplicate of the certificate of title shall be handed over to the registered proprietor of the unit, who shall be bound to produce the duplicate certificate of title whenever he or she desires to transfer or otherwise deal with his or her unit.

(5) The Registrar shall, before issuing the duplicate certificate of title in respect of a unit,

- (a) note on the parent certificate issued in respect of the condominium property the number of the certificate issued in respect of the unit;
- (b) endorse on the certificate a statement that the provisions of the Condominium Act shall apply to the unit to which the certificate relates;
- (c) note on the certificate in a brief, clear and legible manner all mortgages and other encumbrances affecting the unit in the order of their dates; and
- (d) number each certificate as a folium of the current Condominium Register and place a corresponding number upon the duplicate delivered to the registered proprietor of the unit.

(6) The Registrar shall, when more than one person is named as a registered proprietor of the unit, deliver the duplicate of the certificate of title to the person who is first named in the certificate of title.

*[Subsections (3), (4), (5) and (6) inserted by Act 4/2000, and subsections (3) to (12) renumbered accordingly by the same Act]*

(7) No condition shall be permitted to exist and no activity shall be carried on in any unit or the common property that is likely to damage the property.

(8) The Corporation or any person authorised by the Corporation may enter any unit at any reasonable time to perform the objects and duties of the Corporation.

(9) The owners are hereby declared to be tenants in common of the common property.

(10) An undivided interest in the common property is hereby declared to be appurtenant to each unit and the proportions of the common interests shall be those expressed in the declaration.

(11) Subject to the provisions of this Act, the declaration and the by-laws, each owner may make reasonable use of the common property.

(12) The ownership of a unit shall not be separated from the ownership of the common interests, and any instrument that purports to separate the ownership of a unit from a common interest shall be void.

(13) Except as may be provided by this Act, the common property shall not be partitioned or divided and no encumbrance shall be enforceable against the common property after the declaration and description are registered.

(14) Where, but for subsection (13), an encumbrance would be enforceable against the common property the encumbrance shall be enforceable against all the units and common interests.

(15) Any unit and common interest may be discharged from an encumbrance by payments to the claimant of a portion of the sum claimed determined by the proportions specified in the declaration for sharing the common expenses and upon payment of a portion of the encumbrance sufficient to discharge a unit and common interest, and upon demand, the claimant shall give the owner a discharge of that unit and common interest in accordance with the regulations.

(16) For purposes of assessment to property taxes and taxation, each unit and common interest shall constitute a parcel and the common property shall not constitute a parcel and for the purpose of determining liability resulting from a breach of the duties of an occupier of land, the corporation shall be deemed to be the occupier of the common property and the owners shall be deemed not to be occupiers of the common property but in this context the word deemed shall not be construed as creating a rebuttable presumption.

### **Easements**

#### **12. Easements appurtenant to units, etc.**

- (1) The following easements shall be deemed to be appurtenant to each unit:
- (a) an easement for the provision of any service through any installation in the common property or any other unit;
  - (b) an easement for support by the common property and any other unit capable of providing support;
  - (c) where a building or any part of a building
    - (i) is moved after registration of the declaration and description; or
    - (ii) after having been damaged and repaired, is not restored to the position occupied at the time of registration of the declaration and description;
- an easement for exclusive use and occupation in accordance with this Act, the declaration and by-laws, over the space of the other units and

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common property that would be space included in the unit if the boundaries of the unit were determined by the position of the buildings from time to time after registration of the description and not at the time of registration.

(2) The following easements shall be deemed to be appurtenant to the common property:

- (a) an easement for the provision of any service through any installation in any unit;
- (b) an easement for support by any unit capable of providing support.

(3) All ancillary rights and obligations reasonably necessary to make easements effective shall apply in respect of any easement implied or created by this section.

(4) The Corporation may, by by-law,

- (a) lease any part of the common property except any part that the declaration specifies is to be used by the owners of one or more designated units and not all the owners; and
- (b) grant or transfer an easement or licence over the common property.

(5) A lease or a grant or transfer of an easement or licence mentioned in subsection (4), signed by the authorised officers of the Corporation under its seal, shall affect the interest of every owner in the common property as if the lease, grant or transfer had been executed by him or her, and shall have attached thereto an affidavit of one of the officers stating that the lease, grant, or transfer was authorised by a by-law of the corporation.

### **Corporation**

#### **13. Creation of Corporation and name and duty of and meetings of the Corporation.**

(1) The registration of a declaration and description shall create a Corporation without share capital whose members shall be the owners from time to time.

(2) When a declaration and description are registered, the Registrar in whose office they are registered shall assign a name to the Corporation in accordance with the regulations.

(3) It shall be the duty of the Corporation to effect compliance by the owners with the provisions of this Act, and the declaration and the by-laws may specify duties of the Corporation consistent with its objects.

(4) The Corporation shall maintain a record upon which shall be entered each owner or mortgagee or chargee who notifies the Corporation of his or her entitlement to vote and of his or her address for service and the notice of a meeting required by subsection (9) shall be deemed to have been sufficiently given, if given in accordance with that subsection to those persons entered on the record twelve days before the date of the meeting.

(5) A Corporation shall hold an annual meeting of the members not more than three months after the registration of the declaration and description, and subsequently not

more than fifteen months after the holding of the last preceding annual meeting and at such meeting any member of the Corporation or any mortgagee or chargee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.

(6) The board may at any time call a meeting of the members of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

(7) The board shall, upon its receipt of a requisition in writing made by members of the Corporation who together own at least 25 per cent of the common property call and hold a meeting of the members of the Corporation and if the meeting is not called and held within thirty days of the receipt of the requisition, any of the persons who are party to the requisition may call the meeting, and in such case, the meeting shall be held within sixty days of the receipt of the requisition.

(8) The requisition shall state the nature of the business to be presented at the meeting, and shall be signed by the persons who are party to the requisition and left at the address for service of the Corporation.

(9) At least ten days written notice of every meeting of the members of the Corporation specifying the place, the date and the hour shall be given to each member and to each mortgagee or chargee entitled to vote, personally or by prepaid letter post addressed to him or her at the address provided under subsection (4).

(10) A mortgagee or chargee who receives a notice shall, in order to be entitled to exercise the right of the owner to vote or to consent, notify the Corporation and the owner of his or her intention to exercise such right at least two days before the date specified in the notice of the meeting.

(11) If the meeting referred to in subsection (5) is not called within the time provided for by that subsection, any member of the Corporation or any mortgagee or chargee entitled to vote may call the meeting.

#### 14. **Objects of Corporation.**

- (1) The objects of the Corporation are:
- (a) to manage its property and any assets of the Corporation for the benefit of all unit owners;
  - (b) to be responsible for the enforcement of the by-laws;
  - (c) to keep the common property in a state of good and serviceable repair;
  - (d) to comply with notices or orders issued by any competent public authority requiring repairs to or work to be done in respect of the property;
  - (e) to carry out any other duties prescribed by the declaration or by the by-laws.

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- (2) The Corporation may
- (a) establish funds for administrative expenses sufficient in the opinion of the Corporation for the management of the property, for the payment of any premiums of insurance, for the establishment of reserves for capital improvement or for the reconstruction of common property and a discharge of any other obligations of the Corporation;
  - (b) determine from time to time the amounts of money to be raised for the purposes aforesaid;
  - (c) raise the amounts of money so determined by levying contributions on the unit owners in prescribed proportions;
  - (d) recover from the unit owner any sum of money expended by the Corporation for repairs or work done by it or at its direction in complying with any notice or order issued by a competent public authority in respect of any part of the property comprised in the unit of any owner,
  - (e) employ such staff as may be deemed necessary to carry out its duties;
  - (f) receive the proceeds of any insurance taken out by the Corporation against loss or damage of the building in trust for the unit owners in proportion to their respective interest and, unless the government of the property by this Act is duly terminated, apply the same for repair or reconstruction of the building;
  - (g) by a vote of members who own  $66 \frac{2}{3}$  per cent of the common property terminate, on giving sixty days notice in writing, any agreement between the Corporation and any person for the management of the property entered into at a time when the majority of the members of the board of directors were elected when the declarant was the registered owner of a majority of the units.

(3) All agreements, decisions and determinations lawfully made by the Corporation in accordance with this Act, the relevant declaration and the by-laws shall be binding on all unit owners.

#### **15. Board of directors of Corporation.**

(1) The affairs of the Corporation shall be managed by a board of directors, consisting of three persons or such greater number as the declaration or the by-laws may provide, elected by the members of the Corporation.

(2) The term of members of the board shall be three years or such shorter period as the declaration or the by-laws may provide.

(3) The members of the board may continue to act until their successors are elected, and members shall be eligible for re-election.

(4) If a vacancy in the membership of the board occurs the majority of the remaining members of the board may appoint any person qualified to be a member of the board under the declaration or the by-laws to fill the vacancy for the remainder of the term.

(5) A quorum for the transaction of business shall be a majority of the members of the board or such greater number as the declaration or the by-laws may provide.

(6) The board elected at a time when the declarant owns a majority of the units shall, not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the members of the Corporation to elect a new board of directors, and such meeting shall be held within twenty-one days after the calling of the meeting.

(7) The acts of a member of the board or an officer of the Board shall be valid notwithstanding any defect that may afterwards be discovered in his or her election or qualifications.

(8) Any director may be removed before the expiration of his or her term by a vote of members who together own a majority of the units and the members may elect any person qualified to be a member of the board under the declaration or by-laws for the remainder of the term of the director removed.

#### **16. Officers and executives of board.**

The declaration or the by-laws may specify and regulate the qualifications, nomination, election, compensation and removal of members of the board, and the meetings, functions and officers of the board.

#### **17. Records.**

The Corporation shall keep adequate records and any member of the Corporation may inspect the records on reasonable notice and at any reasonable time.

#### **18. Miscellaneous provisions relating to the corporation or to its members.**

(1) Each member of the Corporation, and each person having an encumbrance against a unit and common interest shall have the right to the performance of any duty of the Corporation specified by this Act.

(2) The Corporation may own, acquire, encumber and dispose of real and personal property for the use and enjoyment of the property and the members of the Corporation shall share the assets of the Corporation in the same proportions as the proportions of their common interests in accordance with the provisions of this Act, the declaration and the by-laws.

#### **19. Judgments against Corporation.**

A judgment for the payment of money against the Corporation shall also be a judgment against each owner at the time the cause of action arose for a portion of the judgment determined by the proportions specified in the declaration for sharing the common expenses.

#### **20. Actions by Corporation respecting common property.**

Any action with respect to the common property may be brought by the Corporation and a judgment for the payment of money in favour of the Corporation in such action shall be an asset of the Corporation.

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21. **Companies Act not to apply to Corporation.**

The Companies Act, Cap. 21.03 shall not apply to a Corporation created under this Act.

22. **Winding up of Corporation.**

When the owners and the property cease to be governed by this Act,

- (a) the assets of the Corporation shall be used to pay any claims for the payment of money against the Corporation;
- (b) the remainder of the assets of the Corporation shall be distributed among the members of the Corporation in the same proportions as the proportions of their common interests.

**By-Laws**

23. **By-laws and Rules governing use of common property.**

(1) The Corporation may, by a vote of members who own  $66 \frac{2}{3}$  per cent, or such greater percentage as specified in the declaration, of the common property make by-laws

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common property and other units;
- (c) governing the use of common property;
- (d) regulating the maintenance of the units and common property;
- (e) governing the use and management of the assets of the Corporation;
- (f) respecting the board;
- (g) specifying duties of the Corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses;
- (i) authorising the borrowing of money to carry out the objects and duties of the Corporation;
- (j) respecting the conduct generally of the affairs of the Corporation.

(2) All such by-laws shall be reasonable and shall be consistent with the provisions of this Act and the declaration.

(3) When a by-law is made by the Corporation, the Corporation shall register a copy of the by-law together with a certificate executed by the Corporation that the by-law was made in accordance with the provisions of this Act, the declaration and the by-laws, and until the copy and certificate are registered the by-law shall have no effect.

(4) The by-laws may provide for the making of rules by the owners respecting the use of the common property for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common property.

(5) All such rules shall be reasonable and consistent with the provisions of this Act, the declaration and the by-laws and shall be complied with and enforced in the same manner as the by-laws.

### **Obligations of Owners**

#### **24. Obligations and rights of owners.**

(1) Every owner shall be bound and shall comply with this Act, the declaration and the by-laws and every owner shall have a right to the compliance by the other owners with the provisions of this Act, the declaration and the by-laws.

(2) The Corporation and any person having an encumbrance against any unit and common interest, shall have a right to the compliance by the owners with this Act, the declaration and the by-laws.

(3) The owners shall contribute towards the common expenses in proportions specified in the declaration and the assessment and collection of contributions towards the common expenses may be regulated by the declaration or the by-laws, and the common profits shall be distributed among the owners in the same proportions as their common interests.

(4) The obligation of an owner to contribute towards the common expenses shall not be avoided by waiver of the right to use the common property or by abandonment.

(5) Where an owner defaults in his or her obligation to contribute to the Corporation towards the common expenses in the proportion allocated to his or her unit, the Corporation shall have a lien for the unpaid amount against that unit and its appurtenant common interest.

(6) The lien mentioned in subsection (5) shall expire three months after the default that gave rise to the lien first occurred unless the Corporation within that time registers a notice of lien in the prescribed form.

(7) Any person acquiring an interest in a unit from an owner may, with the consent of the owner, request the Corporation to give a certificate in the prescribed form in respect of the common expenses of the owner and of default in payment thereof, if any, by the owner, and the certificate shall bind the Corporation as against the person requesting the certificate, as from the day it is given.

(8) The Corporation shall give the certificate requested under sub-section (7) within seven days after its receipt of the request therefor and where the Corporation fails to give the certificate within the time prescribed, the Corporation shall be deemed, as against the person requesting the certificate, to have given the certificate stating no default.

(9) The lien mentioned in subsection (5) may be enforced in the same manner as a mortgage.

(10) Upon payment of the unpaid amount and upon demand, the Corporation shall give the owner a discharge in the prescribed form.

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### **Modification of Common Property and Assets**

#### **25. Substantial alterations.**

(1) The Corporation may, by a vote of members who own 80 per cent, or such greater percentage as is specified in the declaration of the common property make any substantial addition, alteration or improvement to or renovation of the common property or may make any substantial change in the assets of the Corporation and the Corporation may, by a vote of the majority of the members, make any other addition, alteration or improvement to or renovation of the common property or may make any other change in the assets of the Corporation.

(2) A grant or transfer of an easement to the Corporation shall be as effective as if the Corporation owns land capable of being benefited by the easement.

(3) The cost of any addition, alteration or improvement to or renovation of the common property and the cost of any substantial change in the assets of the Corporation shall be common expenses.

(4) The declaration may provide that if any substantial addition, alteration or improvement to or renovation of the common property is made, or if any substantial change in the assets of the Corporation is made, the Corporation must on demand of any owner who dissented purchase his or her unit and common interest.

(5) Where the corporation and the owner who dissented do not agree as to the purchase price, the owner who dissented may elect to have the fair market value of his or her unit and common interest determined by arbitration under the Arbitration Act, Cap. 3.01 by serving a notice to that effect upon the Corporation.

### **Insurance and Power of Owners To Insure**

#### **26. Duty and power of owners to insure.**

(1) A Corporation shall insure its liability to repair the property after damage resulting from fire, hurricane, tempest, sea wave or other casualty to the extent required by the declaration or the by-laws.

(2) Where a Corporation insures its liability to repair the property, in pursuance of subsection (1) subsections (3) and (4) shall apply.

(3) The Corporation shall give written notice of any insurance effected by it in pursuance of subsection (1) and any change therein or termination thereof to each owner and on the written request of any owner or mortgagee of a unit shall produce for inspection by such owner or mortgagee or any person authorised in writing by such owner or mortgagee the policy or policies of insurance effected by the Corporation and the receipt or receipts for the last premium or premiums paid in respect thereof.

(4) A policy of insurance taken out by a Corporation in pursuance of subsection (1) shall not be liable to be brought into contribution with any other policy of insurance save another policy authorised under subsection (1).

(5) Subsection (1) shall not restrict the capacity of any person to insure otherwise than as provided in that subsection.

(6) The Declaration or by-laws made under section 23 may authorise the Corporation to insure the property or any part thereof against risks other than those referred to in subsection (1) and for such purpose a Corporation so authorised shall be deemed to have an insurable interest therein.

(7) Where a building is insured to its replacement value an owner may effect a policy of insurance in respect of any damage to his or her unit in a sum equal to the amount secured, at the date of any loss referred to in such policy by mortgages charged upon his or her unit.

(8) Where any such policy of insurance is in force, then, subject to the terms and conditions of the policy, the insurer shall be liable to pay thereunder to the mortgagees whose interests are noted thereon, in order of their respective priorities,

- (a) the value stated in such policy;
- (b) the amount of the loss; or
- (c) the amount sufficient, at the date of the loss, to discharge mortgages charged upon the unit;

whichever is the least amount.

(9) Where the amount paid by an insurer in accordance with subsection (8) is sufficient to discharge a mortgage charged upon the unit the insurer shall be entitled to a transfer of that mortgage.

(10) Where the amount paid by an insurer in accordance with sub-section (8) is less than the amount necessary to discharge a mortgage charged upon the unit the insurer shall be entitled to an assignment of an interest (to the extent of the amount paid by him or her) in such mortgage to secure the amount so paid on such terms and conditions, if any, as are agreed upon under subsection (13) or, failing agreement, on the same terms and conditions as those contained in the mortgage by the owner.

(11) Where a building is uninsured, or has been insured to less than its replacement value, an owner may

- (a) effect a policy of insurance in respect of any damage to his or her unit in a sum equal to the replacement value of the unit less any amount for which his or her unit is insured under any policy of insurance effected on the building;
- (b) notwithstanding any existing policies, effect a policy of insurance in respect of damage to his or her unit in a sum equal to the amount secured, at the date of any loss referred to in such policy, by mortgages charged upon his or her unit, and the provisions of subsections (8), (9) and (10) shall apply in respect of any payment pursuant to such policy as they apply to a policy effected pursuant to subsection (7).

(12) For the purposes of subsection (11), the amount for which a unit is insured under a policy of insurance effected in respect of the building shall be determined by dividing the total insurance placed on the building by the total of the unit proportions and multiplying the result by the unit proportion of the unit concerned and for such purpose the

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term unit proportion means the share of ownership in the common property appurtenant to the unit.

(13) For the purposes of subsection (10) and paragraph, (b) of subsection (11), any insurer and any mortgagee or mortgagees may at any time, whether before or after a policy of insurance has been effected by an owner, agree upon the terms and conditions of the assignment of an interest.

(14) Nothing in this section shall limit the right of an owner to insure against risks other than damage to his or her unit.

(15) Any policy of insurance authorised by this section and taken out by an owner in respect of damage to his or her unit shall not be liable to be brought into contribution with any other policy of insurance save another policy authorised by this section and taken out by an owner in respect of damage to the same unit.

### **Repairs and Maintenance**

#### **27. Duty to repair and to maintain.**

(1) Subject to section 28, the Corporation shall repair the units and common property after damage.

(2) The Corporation shall maintain the common property.

(3) Each owner shall maintain his or her unit.

(4) Notwithstanding subsections (1), (2) and (3), the declaration may provide that

(a) each owner shall, subject to section 28, repair his or her unit after damage;

(b) the owners shall maintain the common property or any part of the common property; or

(c) the Corporation shall maintain the units.

(5) The Corporation shall make any repairs that an owner is obliged to make and that he or she does not make within a reasonable time.

(6) An owner shall be deemed to have consented to have repairs done to his or her unit by the Corporation under this section.

(7) For the purposes of this Act, the obligation to repair after damage and to maintain shall be mutually exclusive, and the obligation to repair after damage shall not include the repair or improvements made to units after registration of the declaration and description.

### **Where Damage to the Building occurs**

#### **28. Determination of damage and vote for repair.**

(1) Where damage to the buildings occurs, the board shall determine, within thirty days of the occurrence, whether the cost of repairing would be 25 per cent, or such

greater percentage as is specified in the declaration, of the value of the buildings (hereinafter in this Act referred to as “substantial damage”).

(2) Where there has been a determination that the cost of repairing the buildings would be 25 per cent, or such greater percentage of the value of the building as is specified in the declaration, and owners who own 80 per cent of the common property or such greater percentage as is specified in the declaration, vote for repair within sixty days of the determination, the Corporation shall repair.

### **Termination**

#### **29. Termination by notice after damage.**

(1) Where on a vote the owners do not vote for repair, the Corporation shall, within ten days of the vote, register a notice of termination in the prescribed form.

(2) Where there has been no vote within sixty days of the determination that there has been substantial damage under subsection (1) of section 28 the Corporation shall, within ten days after the expiry of the sixty day period, register a notice of termination in the prescribed form.

#### **30. Effect of registration of notice of termination.**

Upon the registration of a notice of termination under subsection (1) or subsection (2) of section 29,

- (a) the government of the property by this Act shall be terminated;
- (b) the owners shall be deemed to be tenants in common of the land and interests appurtenant to the land described in the description in the same proportions as their common interests;
- (c) claims against the land and interests appurtenant to the land created before the registration of the declaration and description shall be as effective as if the declaration and description had not been registered;
- (d) encumbrances against each unit and common interest created after the registration of the declaration and description shall be deemed to be claims against the interest of the owner in the land and interest appurtenant to the land described in the description, and have the same priority they had before the registration of the notice of termination; and
- (e) all claims against the property created after the registration of the declaration and description, other than the encumbrance mentioned in paragraph (d) of this section, shall be extinguished.

#### **31. Termination by sale and execution of transfer.**

- (1) Sale of the property or any part of the common property may be authorised
  - (a) by a vote of owners who own 80 per cent or such greater percentage as is specified in the declaration, of the common property; and

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- (b) by the consent of the persons having registered claims against the property or the part of the common property as the case may be, created after the registration of the declaration and description.

(2) A transfer shall be executed by all the owners and a release or discharge shall be given by all the persons having registered claims against the property or the part of the common property as the case may be, created after the registration of the declaration and description.

**32. Effect of registration of transfer.**

Upon the registration of the instruments mentioned in section 31,

- (a) the government of the property or of the part of the common property by this Act shall be terminated;
- (b) claims against the land and interests appurtenant to the land created before the registration of the declaration and description shall be as effective as if the declaration and description had not been registered; and
- (c) claims against the property or the part of the common property created after the registration of the declaration and description shall be extinguished.

**33. Proceeds of sale and rights of dissenters.**

(1) Subject to subsection (2) of this section, the owners shall share the proceeds of a sale in the same proportions as their common interests.

(2) Where a sale is made under section 31 any owner who dissented may elect to have the fair market value of the property at the time of the sale determined by arbitration under the Arbitration Act, Cap 3.01 by serving notice to that effect on the Corporation within ten days after the vote, and the owner who served the notice shall be entitled to receive from the proceeds of the sale the amount he would have received if the sale price had been the fair market value as determined by the arbitration.

(3) Where the proceeds of the sale are inadequate to pay the amount determined under subsection (2), each of the owners who voted for the sale shall be liable for a portion of the deficiency determined by the proportions of their common interest.

**34. Termination by notice without sale, etc.**

(1) Termination of the government of the property by this Act may be authorised

- (a) by a vote of owners who own 80 per cent, or such greater percentage as is specified in the declaration of the common property; and
- (b) by the consent of the persons having registered claims against the property created after the registration of the declaration and description.

(2) Where termination of the government of the property by this Act is authorised under this section, the Corporation shall register a notice of termination in the

prescribed form, executed by all the owners and all the persons having registered claims against the property created after the registration of the declaration and description.

- (3) Upon registration of a notice of termination under subsection (2) of this section,
- (a) the government of the property by this Act is terminated;
  - (b) the owners shall be deemed to be tenants in common of the land and interests appurtenant to the land described in the description in the same proportions as their common interests;
  - (c) claims against the land and the interests appurtenant to the land described in the description created before the registration of the declaration and description shall be as effective as if the declaration and description had not been registered;
  - (d) encumbrances against each unit and common interest created after the registration of the declaration and description shall be deemed to be claims against the interest of the owner in the land and interests appurtenant to the land described in the description and to have the same priority as they had before the registration of the notice of termination; and
  - (e) all other claims against the property created after the registration of the declaration and description shall be extinguished.

### **35. Termination by Order of the High Court.**

(1) A Corporation, any owner, or any person having an encumbrance against a unit and common interest may apply to the High Court for an order terminating the government of the property under the provisions of this Act.

(2) The High Court may order that the government of the property under the provisions of this Act be terminated if the Court is of the opinion that the termination would be just and equitable, and the Court shall have regard to

- (a) the scheme and intent of this Act;
- (b) the probability of unfairness to one or more owners if termination is not ordered; and
- (c) the probability, if termination is not ordered, of confusion and uncertainty in the affairs of the Corporation or the owners.

(3) Where an order of termination is made under subsection (2) the High Court may include in the order any provisions that the Court considers appropriate in the circumstances.

(4) An order made under this section terminating the government of the property by this Act shall not be operative in that respect until it is registered.

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### **Voting by Mortgagees**

#### **36. Rights of mortgagees.**

Where a mortgage or charge of a unit and common interest contains a provision that authorises the mortgagee or chargee to exercise the right of the owner to vote or to consent, the mortgagee or chargee may exercise the right, and, where two or more such mortgages or charges contain such a provision, the right may be exercised by the mortgagee or chargee who has priority.

### **Performance of Duties**

#### **37. Application for order to require performance of duties.**

(1) Where a duty imposed by this Act, the declaration or the by-laws is not performed, the Corporation, any owner, or any person having an encumbrance against a unit and common interest may apply to the High Court for an order directing the performance of the duty.

(2) The High Court may, by order, direct performance of the duty, and may include in the order any provisions that the Court considers appropriate in the circumstances.

(3) The lessee of a unit shall be subject to the duties imposed by this Act, the declaration and the by-laws, on an owner, except those duties respecting common expenses, and this section shall apply in the same manner as to an owner, and where the lessee is in contravention of an order under this section, the Court may terminate the lease.

(4) Nothing in this section shall restrict the grant of any remedies otherwise available for failure to perform any duty imposed by this Act.

### **Application of the Development Control and Planning Act, Cap. 20.07**

#### **38. Application of the Development Control and Planning Act.**

(1) The provisions of the Development Control and Planning Act, Cap. 20.07 and any law relating to zoning and subdivision control shall not apply in respect of dealings with units and common interests.

(2) Subject to subsection (3), the provisions of the Development Control and Planning Act that apply to the subdivision of land shall apply *mutatis mutandis* to descriptions under this Act, and a description shall not be registered unless approved or exempted by the Minister.

(3) Before making an application under the provisions of the Development Control and Planning Act, the owner of a property or someone authorised by him or her in writing may apply to the Minister to have the description or any part of the description exempted from that Act, and where in the opinion of the Minister such exemption is appropriate in the circumstances, he or she may grant the exemption.

(4) For the purposes of this section, “Minister” means the Minister responsible for the subject of development.

(5) The provisions of this section shall not apply to land under the control of the Frigate Bay Development Corporation.

### **Sale and Lease of Units**

#### **39. Implied covenants in agreements of purchase and sale.**

(1) Every agreement of purchase and sale entered into by a proposed declarant in respect of a proposed unit for residential purposes shall be deemed to contain

- (a) a covenant by the vendor to take all reasonable steps to register a declaration and description in respect of the property in which the unit is included without delay;
- (b) a covenant by the vendor to take all reasonable steps to sell the other residential units included in the property without delay other than any units mentioned in a statement under paragraph (c) of subsection (1) of section 41;
- (c) a covenant by the vendor to take all reasonable steps to deliver to the purchaser a registrable transfer of the unit without delay.

(2) Notwithstanding any provision to the contrary contained therein, an agreement of purchase and sale of a proposed unit for residential purposes shall not be terminated by the proposed declarant only by reason of the failure to register the declaration and description within a period of time specified in the agreement, unless the purchaser consents to the termination in writing.

(3) Notwithstanding subsection (2), the proposed declarant may apply to a judge of the High Court and the judge may by order terminate the agreement if he or she is satisfied that

- (a) the proposed declarant has taken all reasonable steps to register a declaration and description;
- (b) a declaration and description cannot be registered within a reasonable period of time; and
- (c) the failure and inability to register a declaration and description is caused by circumstances beyond the control of the proposed declarant.

(4) The judge may, in an order made under subsection (3), provide that a declaration and description shall not be registered in respect of the property in which the proposed unit is included during such period as he or she specifies in the order.

(5) An order made under subsection (3) shall be ineffective until a certified copy thereof has been registered.

#### **40. Money received by proposed declarant from purchaser of a proposed unit to be held on trust.**

(1) All money received by or on behalf of a proposed declarant from a purchaser on account of a sale or an agreement for the purchase and sale of a proposed unit for residential purposes before the registration of the declaration and description, other than

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money paid as rent or as an occupancy charge, shall be held in trust by the person receiving such money for the person entitled in respect of the agreement and such money shall be held in a separate account at a bank until

- (a) its disposition to the person entitled thereto; or
- (b) delivery of prescribed security to the purchaser for repayment.

(2) Where an agreement of purchase and sale referred to in subsection (1) is terminated and the purchaser is entitled to the return of any money paid under the agreement, the proposed declarant shall pay to the purchaser interest on such money at the prescribed rate.

(3) Subject to subsection (2), where a purchaser of a proposed unit under an agreement of purchase and sale referred to in subsection (1) enters into possession or occupation of the unit before a transfer of the unit acceptable for registration is delivered to him or her, the proposed declarant shall pay interest at the prescribed rate on all money received by him or her on account of the purchase price from the day the purchaser enters into possession of occupation until the day a transfer acceptable for registration is delivered to him or her.

(4) Subject to subsections (2) and (3), the proposed declarant shall be entitled to any interest earned on the money required to be held in trust under sub-section (1).

(5) If a policy of insurance that insures against loss of money paid to a proposed declarant by a purchaser on account of a sale or an agreement for the purchase and sale of a proposed unit contains a provision that derogates in any manner from any right or benefit conferred on an insured under this Act such provision shall be void to the extent that it derogates from such right or benefit.

(6) A policy that insures against loss of any money paid by an insured to a declarant and the loss of any interest payable by a declarant to a purchaser under an agreement of purchase and sale of a proposed condominium unit shall be prescribed security for the purpose of paragraph (b) of subsection (1) if

- (a) the premiums payable in respect of the policy are paid by the declarant;
- (b) the policy takes effect when it has been executed by the insured, and by or on behalf of the insurer and the declarant.

(7) Where an insurer receives written notice of a claim by an insured under such a policy he or she shall pay the insured within sixty days after the right of the insured to payment under the policy has been established.

(8) It shall be a condition of such a policy that an insurer shall remain liable under the policy until

- (a) a transfer of the unit acceptable for registration is delivered to the insured; and
- (b) the declarant pays to the insured all moneys and all interest payable by the declarant under this section; or
- (c) the insurer pays the insured the amount of the loss.

(9) Where an insurer is required to make a payment under such a policy interest at the prescribed rate shall be paid to the insured to the date of payment of the loss.

(10) An insurer shall immediately upon his or her receipt of written notice of a claim by an insured under such a policy provide the insured with forms upon which to make proof of his or her loss.

#### 41. **Leases of units.**

(1) A declarant or proposed declarant shall not grant a lease of a unit or proposed unit for residential purposes unless

- (a) the lessee has entered into a *bona fide* agreement to purchase the unit;
- (b) the lease grants to the lessee a *bona fide* option to purchase the unit;
- (c) every agreement of purchase and sale of a unit included in the property includes a statement that the unit to be included in the lease is or will be leased and specified the uses that are or will be permitted by the lease; or
- (d) written notice of the lessor's intention to lease the unit has been given to every purchaser under an agreement of purchase and sale, registered owner and mortgagee and chargee entitled to vote, and the period referred to in subsection (2) has expired or, where an application is made under subsection (2), it is finally disposed of.

(2) Any person notified under paragraph (d) of subsection (1) may, within twenty-one days after receiving the notice, and on written notice to the declarant, apply to a judge of the High Court, and the judge, if he or she is of the opinion that the declarant has not taken all reasonable steps to sell the unit, may by order prohibit the declarant from leasing the unit or grant such other relief as he or she considers proper.

(3) The notice mentioned in paragraph (d) of subsection (1) shall specify the unit or units intended to be leased and the uses that will be permitted by the lease but need not set out any other terms or identify any proposed lessee.

(4) A declarant or proposed declarant may grant leases of a unit or proposed unit for residential purposes for a period in each case not exceeding two years, including renewals, provided that subsection (1) is complied with in respect of each lease.

(5) This section shall not apply to the renewal of a lease of a unit or proposed unit entered into before any agreement of purchase and sale of any unit or proposed unit included in the property is entered into.

(6) In this section, "lease" includes a licence to use or occupy and any agreement in the nature of a lease.

#### 42. **Offences.**

Any person who knowingly contravenes subsection (1) of section 40 or subsection (1) or (2) of section 44 or knowingly purports to enter into a lease in contravention of subsection (1) or (4) of section 41 commits an offence and is liable to a fine

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- (a) not exceeding seventy-five thousand dollars where the person is a corporation; or
- (b) not exceeding six thousand dollars where the person is not a corporation.

*[Amended by Act 9/1986]*

### **Management Agreement**

#### **43. Management Agreement.**

The Corporation may, by vote of members who own  $66 \frac{2}{3}$  per cent of the common property, terminate, on giving sixty days notice in writing, any agreement between the Corporation and any person for the management of the property entered into at a time when the majority of the members of the board of directors were elected and when the declarant was the registered owner of a majority of the units.

### **Records Relating to Common Expenses**

#### **44. Examination of records and procedure for money received for common expenses.**

(1) Every person who has received money paid by or on behalf of an owner for the payment of common expenses shall, upon reasonable notice and during normal business hours, make available for examination by the Corporation or any owner, mortgagee or chargee, all records relating to the disposition of such money.

(2) All money received for the payment of common expenses relating to a property shall be held by the person who has received it in trust for the performance of the duties and obligations in respect of which the money is paid and he or she shall pay such money into a separate account at a bank.

### **Regulations**

#### **45. Regulations.**

- (1) The Minister may make regulations
  - (a) prescribing the duties of officers for the purposes of this Act;
  - (b) governing the method of describing in instruments a property or any part of a property;
  - (c) governing surveys, structural plans, descriptions and diagrams, and prescribing procedures for their registration and amendment;
  - (d) respecting the registration and recording of declarations, descriptions, by-laws, notices of termination and other instruments;
  - (e) respecting the names of corporations;
  - (f) respecting additions to the common property;
  - (g) requiring the payment of fees to the Registrar and prescribing the amounts thereof;

- (h) prescribing forms and providing for their use;
- (i) respecting any matter necessary to carry out effectively the intent and purpose of this Act.

(2) Any provision of any regulation may be made to apply to all properties or to any class of properties.

(3) All regulations made under this Act shall be laid before the National Assembly.

(4) A register maintained by the Registrar in accordance with regulations made under this Act shall, for the purposes of the Title by Registration Act, Cap. 10.19 be deemed to be a register for any parcel of land.

**46. Rule against perpetuities not to apply.**

The rule of law known as the rule against perpetuities and against unreasonable restraints against alienation shall not apply to any of the provisions of this Act or to the terms of any declaration or by-law registered in accordance with this Act.

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## SCHEDULE

(Section 45)

### CONDOMINIUM REGULATIONS

1. **Short Title.**

These Regulations may be cited as the Condominium Regulation.

2. **Interpretation.**

In these Regulations, unless the context otherwise requires,

“Act” means the Condominium Act, Cap. 10.03;

“Condominium Corporation Index” means the Condominium Corporation Index established under section 9 of the Act;

“Condominium property” means property comprising land with a building or buildings of one storey or more and having more than one independent unit or residential accommodation;

“Condominium Register” means the Condominium Register established under section 10 of the Act;

“Licensed Land Surveyor” means a person duly qualified under the Land Surveyors Act, Cap. 10.10 and includes a person possessing comparable qualifications as persons appointed under that Act;

“Registrar” means the Registrar of Titles;

“Structural plan” for the purposes of paragraph (a) of subsection (1) of section 8 of the Act means a copy of the structural drawing prepared for the purposes of the Act and mechanically reproduced on such translucent material as the Registrar approves.

3. **Conditions for Registration of a Declaration and Description.**

A declaration and description shall not be accepted by the Registrar for registration unless

- (a) the declaration has been made by every owner of and every person having a registered mortgage or encumbrance against the land and interests appurtenant to the land described in the description;
- (b) the declaration is accompanied by such proof as to execution by every such owner as required by the Title by Registration Act, Cap. 10.19 and in the case of a transfer with respect to each owner any mortgage encumbrance or discharge of mortgage or encumbrance shall be declared with respect to each person having a registered claim;
- (c) the description as required under section 8 of the Act has been approved by a licensed land surveyor;

- (d) the declaration and description are delivered to the proper officer at the office of the Registrar accompanied by the prescribed fee.

#### **4. Form of Condominium Corporations Index.**

The Registrar shall maintain the Condominium Corporations Index as set out in Form 1 of Schedule 1 to these Regulations.

#### **5. Registrar's Duties.**

(1) Where a declaration and description are received for registration the Registrar shall

- (a) endorse on the declaration and description the day, hour and minute of receipt which shall be the same for both the declaration and the description;
- (b) assign to the declaration a registration number;
- (c) assign to the description an identification which shall comprise the name of the area in which the land or the greater part of the land is situated together with the number assigned as part of the name of the corporation;
- (d) record in the Condominium Corporations Index such particulars with reference thereto as are indicated by the headings of the columns in Form 1;
- (e) assign the name already assigned to the Corporation.

(2) No change shall be made in the name of the Condominium Corporation after the name is assigned under sub-regulation (1).

#### **6. Form of Condominium Register.**

In respect of each condominium property, the Registrar shall keep the Condominium Register in a loose leaf book and shall include a set of four groups of pages consisting of

- (a) a Property Parcel Register in Form 2 of Schedule 1 to these Regulations;
- (b) a Constitution Index in Form 3 of Schedule 1 to these Regulations;
- (c) a Common Property and General Index in Form 4 of Schedule 1 to these Regulations;
- (d) a series of Unit Registers, one for each unit included in the condominium property in Form 5 of Schedule 1 to these Regulations.

#### **7. Procedure for Recording Easements.**

Where an easement affecting the Condominium property or a part of the Condominium property, but not affecting a unit,

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- (a) was in existence at the time of registration of the declaration and description, the easement shall be recorded in the Common Property and General Index, and in the Property Parcel Register; or
- (b) is created after the registration of the declaration and description, the easement shall be recorded in the Common Property and General Index.

**8. Procedure for Recording Instruments affecting all or any Units and Common Property.**

(1) Where, after the registration of a declaration and description, an instrument which purports to affect all or any units and common property included in a condominium property is received for registration, and,

- (a) the instrument is a transfer of a unit and common interest of the condominium property under section 11 of the Act;
- (b) the instrument is a transfer of the property under section 31 of the Act or a notice of termination under section 29, or an order for termination under section 35 of the Act, respectively;
- (c) the instrument is a by-law of the condominium corporation, or an amendment to the declaration or description;

shall be recorded only in the Constitution Index; or

- (d) the instrument is an encumbrance to which subsection (10) of section 11 of the Act applies or an instrument dealing with all the units included in the property in respect of such an encumbrance the instrument shall be recorded only in the Common Property and General Index; or
- (e) the instrument is not an instrument mentioned in paragraph (a) (b) or (c) the instrument shall, subject to sub-regulation (2), be recorded only in the Common Property and General Index.

(2) Where an instrument to which paragraph (e) of sub-regulation (1) applies is received for registration before the registration of a transfer of any unit and common interest, the instrument shall also be recorded in the Property Parcel Index.

(3) The Registrar shall endorse on the certificate of title issued for a Unit and the proprietor holds his or her unit and his or her share in the common property subject to any interest affecting the same for the time being notified on the condominium plan and subject to any amendments to units or common property shown on that plan.

**9. Fees.**

The fees set out in Schedule 2 to these Regulations shall be payable to the Registrar in respect of the matters specified in the table as contained in Schedule 2 to these Regulations.

**10. Examiner of Condominium Surveys.**

The Minister in charge of the subject of Public Works shall assign a licensed land surveyor in the public service to be the Examiner of Condominium Surveys (hereinafter referred to as "Examiner") for the purposes of the Act.

**11. General Provision Relating to Plans and Surveys.**

Where the Examiner under the preceding regulation makes a survey for the purposes of the Act, he or she shall verify whether the plan is accurate in accordance with the requirements set out in the Act or under the regulations made thereunder.

**12. Examiner to Endorse his or her Approval on Plan.**

Upon approval of a plan, the Examiner shall endorse his or her approval to the Registrar on the plan.

**13. Plans.**

Every condominium plan lodged for registration shall be drawn to a scale or scales sufficient for clarity and all particulars on the plan and shall

- (a) be prepared on one side of paper generally approved for this purpose;
- (b) not be creased;
- (c) be free from discolouration or blemishes;
- (d) measure 15½ inches in length by 10 inches in width;
- (e) have clear margins on the face of each sheet of not less than 1½ inches on the left hand side and not less than ½ inch on the right hand side at the top and bottom;
- (f) such other particulars as may be prescribed by the Examiner;
- (g) delineate the external surface boundaries of land and the location of the building in relation thereto, and bear a statement containing such particulars as may be necessary to identify the title to the land, and specify numbers the unit entitlement of each unit and a number equal to the aggregate of all the units;
- (h) be certified on the plan by a licensed land surveyor.

(2) The units shown on such sheet or annexure as is referred to in sub-regulation (1) shall be numbered consecutively commencing with unit No. 1 and ending with a unit numbered to correspond with the total number of units comprised in the plan.

(3) Different parts of a building which constitute a single Unit shall bear the same Unit number.

(4) Every condominium plan lodged for registration shall be endorsed with or accompanied by a certificate of a licensed land surveyor that the building shown on the plan is within the external surface boundaries of the land.

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(5) The Registrar, after such inquiry and notices, if any, as he or she may consider proper and upon the production of such evidence and the compliance with such requests, if any, as he or she may think necessary to require or make, may

- (a) number or renumber any unit in a registered condominium plan;
- (b) supply omissions and correct patent errors in a registered condominium plan;
- (c) amend a registered condominium plan in such other manner as he or she may think proper.

**14. Delivery of Plans to Registrar.**

(1) At the time of registration of a plan, there shall be delivered to the Registrar two duplicates of the plan and the Registrar shall

- (a) endorse the particulars of registration of the plan on the duplicate;
- (b) retain one duplicate in his or her custody; and
- (c) deliver the other duplicate to the Permanent Secretary of the Ministry of Development.

(2) A duplicate plan shall be a mechanically reproduced copy of the plan of which it is the duplicate, and shall be reproduced on such material and by such process as the Examiner approves.

**15. Variation of Regulations in Special Cases.**

The requirements of any of these Regulations may, with the approval of the Registrar, be varied to apply to special circumstances.

**SCHEDULE 1 TO THE REGULATIONS****FORM 1**

(Regulation 4)

**The Condominium Act, Cap. 10.03****Condominium Corporations Index**

Registration No. of Declaration	Date of Registration	Full Name of Corporation and Address of Corporation	Land

**Form 2**

(Regulation 6)

**The Condominium Act, Cap. 10.03****Property Parcel Register**

Property Parcel	Condominium Plan No.
	<p>Recording instructions:</p> <ol style="list-style-type: none"> <li>1. Make an entry of ownership, description of land, encumbrances in respect of the property and the owners by whom the declaration and description are registered.</li> <li>2. Make an entry of the declaration and description, giving registration numbers and date and the numbers of the units included in the condominium property.</li> <li>3. Make an entry to the effect that subsequently registered instruments dealing with the common property are recorded in the Common Property and General Index.</li> <li>4. Re-enter each unit in the previously established Unit Register (Form 5) on the registration of a transfer or a charge of one or more but not all units from the owner by whom the declaration and description were registered.</li> </ol>

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**Form 3**

(Regulation 6)

**The Condominium Act, Cap. 10.03**  
**Constitution Index**  
**(Name of Condominium Corporation)**  
**(Identification of Condominium Plan)**

Registration No.	Date of Registration	Nature of Instrument	Remarks

Note: This Index is to be used only for recording the declaration and description and the by-laws of the condominium corporation and amendments thereto.

**Form 4**

(Regulation 6)

**The Condominium Act, Cap. 10.03**  
**Common Property and General Index**  
**Condominium Plan No.**  
**Circuit**

(To be printed in Notice:  
the Register)

Instruments Affecting Ownership of Interests in Common Property,  
as appurtenant to Units, are recorded in the Unit Register

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**Form 5**

(Regulation 6)

**The Condominium Act, Cap. 10.03  
Unit Register**

<b>Unit No.</b>	<b>Level</b>	<b>No.</b>
<b>Condominium</b>	<b>Plan</b>	<b>No.</b>

(To be printed in Notice:  
the Register)

See the Constitution Index for the Declaration, By laws, etc., and the Common Property and General Index for instruments affecting the Common Property and All Units and the Property Parcel Register For Prior Title form to follow the parcel register form for a land titles office.

**SCHEDULE 2 TO THE REGULATIONS**

(Regulation 9)

Fees payable to the Registrar of Titles

- |    |                                                                                                               |             |
|----|---------------------------------------------------------------------------------------------------------------|-------------|
| 1. | For the registration of a declaration and description                                                         | \$2, 500.00 |
| 2. | For the registration of a by-law of a corporation                                                             | 500.00      |
| 3. | For the registration of a notice of lien or discharge or any other instrument under the provisions of the Act | 500.00      |
| 4. | For the registration of a notice of termination                                                               | 250.00      |
| 5. | For the registration of an amendment of a declaration                                                         | 250.00      |

*[Amended by SRO 7/2009]*