

## Green Field Villas 2 Housing Estate Rules & Regulations

### Chapter 1: General Provisions

**Article 1.1.** In these Regulations:

"Allocated land" means Land which has been allocated into small pieces in Green Field Villas 2 Housing Estate pursuant to the licensed plan and project.

"Committee" means Residents' Committee of Green Field Villas 2 Housing Estate.

"Expense" means expense on maintenance and public utility providence, security, traffic, cleaning, public service charge and management fee of Housing Estate Juristic Person (if any) of Green Field Villas 2 Housing Estate.

"Homeowner" refers to owners of allocated land in Green Field Villas 2 Housing Estate.

"Housing Estate" refers to Green Field Villas 2 Housing Estate and also means "Green Field Villas 2 Housing Estate Juristic Person."

"Land Allocation Office" refers to the Land Allocation Office of Bangkok/Chonburi.

"Land allocation person" means Person who has been given license to allocate land in Green Field Villas 2 Housing Estate and also means a transferee of license.

"Member" means a member of the Residents' Committee.

"Property" means the same as "allocated land."

"Public service" means Service or facility in the project of land allocation of Green Field Villas 2 Housing Estate which has been set in the land allocation project.

"Public Utility" means system or service provided by land allocation person in order to allocate the land pursuant to the licensed plan and project.

"Regulations" means the Regulations of the Green Field Villas 2 Housing Estate.

**Article 1.2.** The office of the Green Field Villas 2 Housing Estate which is located at 47/59 Moo 10, Soi Wat Boonsampan 9, Nongprue, Banglamung, Chonburi 20150.

**Article 1.3.** For any matters not dealt with in these Regulations, such matters are regulated in accordance with Land Allocation Act B.E. 2543 and other related law.

## Chapter 2: Objectives

**Article 2.1.** Housing Estate Juristic Person having taken transfer of land which will be public utility and public service provided by land allocation person for the allocation of land pursuant to the approved plan in order to manage and maintain in good condition as has been provided for the common benefit of Housing Estate members and having power and responsibility to carry out pursuant to such objective under the enforcement of the following Land Allocation Act B.E. 2543:

1. Setting regulations related to the use of public utility.
2. Setting regulations related to the residence and traffic inside the allocated land.
3. Collecting of maintenance fee and cost of public utility and public service management for responsibility part of Housing Estate Juristic Person.
4. Filing a complaint or being a plaintiff to prosecute on behalf of members about the case which affected the right or benefit of more than 10 members.
5. Providence of public service for welfare of members or allocation of money or property for public benefit.
6. Carrying out any action which be in accordance with the Ministerial Regulations, Regulations of Executive committee of Central land allocation or Regulations of Executive committee which have been issued and based on the Land Allocation Act B.E. 2543.

**Article 2.2.** The practice followed to meet items (1), (2) and (5) must be approved from a resolution of the General Meeting of members.

### **Chapter 3: Property of the Housing Estate**

**Article 3.1.** The communal properties owned by the Housing Estate include the main road, the roads in the small soi's, the V grooves on the side of the roads, the gardens alongside the roads, the guard box, drainage, the electric posts (including wire and transformer), the public park, the fences alongside the park and at the front gate, the clubhouse, the fitness room (together with exercise instruments), the swimming pool and adjacent land and gardens; plus other property which exist or may arise in future on the allocated land.

**Article 3.2.** The communal properties described in Article 3.1 include the following land title deeds which are owned by the Housing Estate:

(1) Land title deed no. 40053, land no. 426, Moo 10, Nongprue Sub district, Banglamung District, Chonburi Province with the area of 4-2-77.20 Rai (which has been provided for being roads).

(2) Land title deed no. 132556, land no. 2710, Moo 10, Nongprue Sub district, Banglamung District, Chonburi Province with the area of 1-0-42.06 Rai (which has been provided for being a public park).

(3) Land title deed no. 132555, land no. 2709, Moo 10, Nongprue Sub district, Banglamung District, Chonburi Province with the area of 0-1-94.09 Rai (which has been provided for being a clubhouse with one storey of reinforced concrete building no. 47/59 together with swimming pool, fitness room and exercise instruments).

**Article 3.3.** The communal properties owned by the Housing Estate also include property purchased with money of the Housing Estate, or donated to the Housing Estate, the ownership of which has been transferred to the Housing Estate and provided for the common use or benefit of homeowners.

**Article 3.4** The communal properties or any portion thereof cannot be disposed of or closed down except by a resolution adopted requiring an agreement of 38 or more homeowners in favor at a general meeting.

## **Chapter 4: Rights and Responsibilities of Homeowners**

**Article 4.1.** Anyone who owns allocated land in the Housing Estate is a homeowner for the purposes of these Regulations.

**Article 4.2.** A homeowner ceases to be a homeowner upon (a) death; or (b) transfer of ownership of his/her allocated land to another person.

**Article 4.3.** Each homeowner shall comply with these Regulations and with any rules and regulations promulgated by the Residents' Committee.

**Article 4.4.** A homeowner has the right to use the common properties in the Housing Estate and, in so doing, shall not do anything to cause damage or risk of damage to other homeowners, and shall not cause a disturbance affecting other homeowners.

**Article 4.5.** Each homeowner shall take precautions to ensure that he/she does not cause problems to the public utility systems in the Housing Estate. This includes making sure that the electric system on the homeowner's property is in good working order, and making sure that the water main and drainage passing the homeowner's property is kept clean.

**Article 4.6.** If any homeowner or other person living with or visiting the homeowner causes damage to the communal property of the Housing Estate, the homeowner is responsible for undoing the damage or paying compensation, the amount of which shall be determined by the Residents' Committee.

**Article 4.7.** Each homeowner is responsible for ensuring that the trees on the property of the homeowner do not interfere with the housing estates Service wires. The committee reserve the right to trim any offending trees.

**Article 4.8.** Each homeowner is responsible for paying the annual maintenance fees pursuant to the rate established at the Annual General Meeting or Extraordinary General Meeting, and as per the procedures specified in these Regulations. (See Chapter 6.)

**Article 4.9.** Each homeowner is responsible for paying any special one-time levies approved by homeowners at a General Meeting.

**Article 4.10.** A homeowner who is adversely affected by the actions of another homeowner on the communal properties may raise the issue with a member of the Residents' Committee.

**Article 4.11.** If five or more homeowners state in writing that they are seriously adversely affected by the actions of another homeowner on the communal properties, the Resident's Committee may file a complaint or undertake legal action against the offending homeowner.

**Article 4.12.** A homeowner shall report to the security guards and to a member of the Residents' Committee any breaches in the security procedures of the Housing Estate and any incidents or conditions which he/she believes endanger the security of the Housing Estate.

**Article 4.13.** For further clarity, a homeowner shall report to the security guards and to a member of the Residents' Committee any incident involving private property that has been robbed or destroyed, lost and damaged.

**Article 4.14.** Each homeowner is responsible for keeping their garbage bin clean.

**Article 4.15.** Each homeowner is responsible for providing the Residents' Committee with sufficient contact information to enable a member of the Committee to contact him/her in his/her home and at his/her residence(s) in other countries (if applicable). This information shall be updated as required.

**Article 4.16.** Each homeowner is responsible for providing the Residents' Committee with contact information for someone other than himself/herself or members of his/her Housing Estate household, to be used in the event of an emergency. This information shall be updated as required.

**Article 4.17.** If a homeowner has an alarm system installed on his/her property that sounds a loud alarm when set off, and if the homeowner goes out of town, the homeowner shall leave a set of keys to his/her property with someone in Pattaya and shall provide the name and contact information of this person to the Residents' Committee. The homeowner shall update this information as required.

**Article 4.18.** If a homeowner has rented his/her property to a tenant, the tenant shall abide by these Regulations.

**Article 4.19.** If a homeowner has rented his/her property to a tenant, the homeowner shall provide contact information for the tenant to the Residents' Committee.

**Article 4.20.** If a homeowner has other people living with the homeowner, or performing work for the homeowner on the homeowner's property, or visiting the homeowner, these people shall abide by these Regulations (as appropriate).

**Article 4.21.** A homeowner shall ensure that leaves, grass and cuttings are placed in their garbage bin or removed from the Housing Estate. The regular garbage collector will only collect garden waste if it is in a plastic bag and does not contain large branches. They shall not be placed beside the garbage bin or on the roadway or walkway.

**Article 4.22.** When driving a motor vehicle within the Housing Estate, a homeowner shall drive within the speed limit as per the rules and regulations promulgated by the Residents' Committee. A homeowner shall take care to avoid causing excessive pollution (for example, through black smoke from the exhaust) and making excessive noise (for example, engine noise, **AND** excessive use of horn).

**Article 4.23.** Homeowners who drive motor vehicles inside the Housing Estate shall not park their vehicles in a way that obstructs traffic. When requested by a security guard to move the vehicle, the homeowner shall do so immediately.

**Article 4.24.** Articles 4.22 and 4.23 apply equally to other occupants of the homeowner's property and visitors to the homeowner and other occupants.

**Article 4.25.** The roads of the Housing Estate shall not be used to practice motorized driving, because it may cause danger to children and other residents.

**Article 4.26.** Homeowners shall take care and not allow any animal to cause a disturbance, annoyance, bad smell or danger to other residents and visitors. Dogs must be supervised at all times whilst on community property and any fouling must be immediately cleaned up. Owners shall not keep winged animals such as chickens, ducks or geese as they could cause a problem due to smell and noise.

**Article 4.27** homeowners shall not open or operate a retail business of any description from their house or property in the village.

**Article 4.28** homeowner are responsible for maintaining their house, walls, fences and gates to an acceptable standard of repair and decoration. Colors should be in keeping with the village standard color scheme.

House exterior and walls: lily white, blossom white or standard white.

Gate and railings: lawn green.

Roof: green.

**Article 4.29** if the residents' committee determines that a homeowner is in breach of these regulations or of other rules and regulations promulgated by the committee, it may impose a fine of up to **10,000** baht.

## Chapter 5: Residents' Committee

**Article 5.1.** The Housing Estate shall have a Residents' Committee. The Residents' Committee shall be elected by homeowners at a General Meeting (except as outlined in Article 5.12 and 5.13).

**Whilst the committee will always act in good faith in managing the village on behalf of the Residents and provide indemnity insurance they will not be individually responsible for any incidents or accidents within the village. The residents will indemnify the committee against any cost incurred from claims and legal expenses, the money being made available from the community funds.**

**Article 5.2.** The Residents' Committee shall consist of no less than five members and no more than eleven members. If homeowners so choose, at a General Meeting, they can select up to five additional persons to serve as alternates in the event that one or more members of the Residents' Committee ceases to be a member during the course of the year.

**Article 5.3.** The Residents' Committee is responsible for managing the business of the Housing Estate common properties pursuant to the law and these Regulations, and under the supervision of the members as expressed at a General Meeting – including, but not limited to, collecting the annual maintenance fee, providing security; maintaining the public gardens, the communal swimming pool, the Clubhouse and adjacent toilet, and the public utilities; and organizing General Meetings.

**Article 5.4.** For further clarity, the Residents' Committee shall represent the Housing Estate and deal with all business related to an outside person, such as (a) making a legal act and contract; (b) liaising with government officials; (c) purchasing items for the village; (d) prosecuting an outside person for damage or debt in connection with the common property of the Housing Estate.

**Article 5.5.** The Residents' Committee may issue rules and regulations for which members of the Housing Estate need comply to maintain good, clean and safe surroundings on the communal properties of the Housing Estate.

**Article 5.6.** The Residents' Committee has the authority to hire or contract with individuals and companies to provide services to the Housing Estate.

**Article 5.7.** The term of office of a member of the Residents' Committee shall be for one year: from 1 January to 31 December.

**Article 5.8.** The following persons are entitled to be elected to the Residents' Committee: (a) a homeowner; OR (b) another person who has been authorized by the homeowner to represent him/her.

**Article 5.9.** The homeowner, or the person representing the homeowner can only be a member of the Residents' Committee if the homeowner is not in arrears on payment of the annual maintenance fee by more than two months.

**Article 5.10.** A member of the Residents' Committee ceases to be a member in the following circumstances: (a) death of the member; (b) resignation of the member; (c) the member is imprisoned; (d) the homeowner who sits on the Committee, or who has authorized a person to represent him/her on the Committee, ceases to be a homeowner; (e) a motion to remove the member is adopted at a General Meeting; (f) more than half of the homeowners of the Housing Estate state in writing that the member should be removed.

**Article 5.11.** The Residents' Committee has the authority to remove a member from the Committee if said member fails to attend three consecutive meetings of the Committee, or consecutive meetings of the Committee over a two-month period (whichever is longer).

**Article 5.12.** Where a member of the Residents' Committee fails to complete his/her term of office: (1) If there are less than two months remaining until the next scheduled General Meeting, the position shall remain vacant. (2) If there are more than two months remaining before the next scheduled General Meeting, the Residents' Committee shall attempt to fill the position on as per the procedures outlined in Article 5.13.

**Article 5.13.** When the Residents' Committee is attempting to fill a vacant position on the Committee, it shall adopt the following procedures: (1) Request for nominations shall be posted at the meeting room and sent to homeowners by email. (2) The Residents' Committee shall select a person from among the persons nominated. (3) The results shall be communicated to homeowners by posting a notice at the meeting room and by sending the notice to those homeowners who have provided an email address. The persons nominated must meet the same requirements as outlined in these Regulations for members elected at a General Meeting.

**Article 5.14.** The election of members of the Residents' Committee shall normally occur at an Annual General Meeting. In the event that an Extraordinary General Meeting is held in between Annual General Meetings, vacant positions on the Residents' Committee can be filled for the duration of the term of the office.

**Article 5.15.** The Residents' Committee shall elect the following officers: Chair; Vice Chair; Secretary; and Treasurer. The treasurer may be externally employed. The Resident's Committee may create additional officer positions and elect people from the Committee to fill these positions. A single member may hold more than one post.

**Article 5.16.** The Chair is responsible for organizing and chairing the meetings of the Residents' Committee.

**Article 5.17.** The Secretary is responsible for preparing the minutes of Residents' Committee meetings, for keeping all official papers of the Housing Estate, and for maintaining an up-to-date list of homeowners.

**Article 5.18.** The Treasurer is responsible for keeping the accounts of the Housing Estate and for paying staff and contractors.

**Article 5.19.** A meeting of the Residents' Committee may be called at any time by the Chair, but must be called at least four times a year. A meeting may also be called at any time by at least one-third of all members of the Committee.

**Article 5.20.** In order to constitute a valid quorum at a meeting of the Residents' Committee, at least three persons must be in attendance.

**Article 5.21.** As much as possible, decisions at Residents' Committee meetings shall be made by consensus. Should a vote be necessary, each member casts one vote. The Chair shall vote only in the event of a tie.

**Article 5.22.** Minutes of each Residents' Committee meeting shall be prepared in Thai and in English, shall be posted at the meeting room, and shall be sent by email to all homeowners who have provided an email address, within 30 days of the meeting.



**Article 5.23.** In the event that any person violates the rules and regulations established for a communal areas (such as the swimming pool, fitness room and playground), the Residents' Committee has the right to bar that person from using that communal area.

**Article 5.24.** The Residents' Committee shall maintain the official records of the Housing Estate.

## **Chapter 6: Financial and Legal Matters and Signing Authorities**

**Article 6.1.** The fiscal year of the Housing Estate shall be the same as the calendar year – i.e., 1 January to 31 December.

**Article 6.2.** The Residents' Committee shall establish a bank account for the Housing Estate.

**Article 6.3.** All revenues will be deposited into the Housing Estate bank account.

**Article 6.4.** The Residents' Committee shall select from among its members 4 committee members who shall have signing authority over the bank account. Cheques against, and withdrawals from, the Housing Estate bank account shall be signed by any 2 members with signing authority.

**Article 6.5.** The signature of the Chair and one other member is required for all legal acts and contracts.

**Article 6.6.** The treasurer shall prepare an annual statement of accounts for the Housing Estate. Copies of the account statements shall be sent out with the AGM documents

**Article 6.7.** The Residents' Committee shall recommend to the Annual General Meeting the amount of the annual maintenance fee for the following year.

**Article 6.8.** The Residents' Committee shall recommend a budget to the Annual General Meeting covering projected revenues and expenses for the following year.

**Article 6.9.** The Residents' Committee shall appoint a licensed auditor for the Housing Estate, and set the remuneration for such.

**Article 6.10.** The Residents' Committee shall approve the yearly balance sheet, income and expense report as audited by the licensed auditor.

**Article 6.11.** The Residents' Committee shall make a report of activity, balance sheet, income and expenses balances which have been approved by the auditor to the Land Allocation Office within the period of three months following the end of the fiscal year. The auditor's report will sent out with the AGM documents.

**Article 6.12.** The stamp of Green Field Villa II Housing Estate Juristic Person has been designed as the following: Oval figure with the English text of GFV II in the middle, and Thai text of Green Field Villa II Housing Estate Juristic Person below plus two star symbols (\*\*) in the middle of the left and right sides.

**Article 6.13.** The stamp of the Housing Estate shall be used when required for legal transactions.

**Article 6.14.** The stamp of the Housing Estate shall be kept by the Treasurer of the Residents' Committee.

## **Chapter 7: Payment of the Annual Maintenance Fee**

**Article 7.1.** The amount of the annual maintenance fee shall be set by homeowners at a General Meeting.

**Article 7.2.** Each homeowner pays the same fee, regardless of the size of his/her property. If a homeowner has more than one property, the homeowners pays the fee for each property.

**Article 7.3.** The annual maintenance fee is due for payment on the 1<sup>st</sup> January each year. This can be paid in two instalments, with 50 percent due on 1st January, and 50 percent on 1st July.

**Article 7.4.** The Residents' Committee shall send a reminder to all homeowners concerning payment of the annual maintenance fee no later than 15 days before a payment is due.

**Article 7.5.** If payment has not been received 15 days after the due date, the Resident's Committee shall send another notice.

**Article 7.6.** If the payment of the annual maintenance fee instalment is overdue by more than one month, the homeowner shall pay a fine amounting to 10 percent of the outstanding amount.

**Article 7.7.** If a homeowner is in arrears for more than two months, the Residents' Committee may take one or more of the following actions: (a) declare that the homeowner cannot be a candidate for a position on the Residents' Committee; (b) if the homeowner holds a position on the Residents' Committee, declare this position vacant (c) suspend the use of services provided on the common properties of the Housing Estate; (d) notify the appropriate office/officer to use its/his authority to cancel the registration of right and legal act on the allocated land of such homeowner until the full payment plus interest (if any) shall be made; (e) notify the Provincial Electric and Waterworks Authorities to stop distribution of current and water for such homeowner until the full payment plus interest (if any) shall be made; (f) notify the relevant company registration office to stop any change of company director until all arrears and interest (if any) are paid in full; and (g) initiate a civil suit in order to collect the amount owing.

## Chapter 8: General Meetings

**Article 8.1.** The Residents' Committee shall convene an Annual General Meeting of homeowners once each year.

**Article 8.2.** The Annual General Meeting shall (a) elect the members of the Residents' Committee for the following year; (b) approve changes to these Regulations (if any); (c) set the maintenance fee for the following year; (d) approve the budget for the following year; and (e) provide direction to the Residents' Committee concerning the management of the common properties of the Housing Estate. The Annual General Meeting is the forum for homeowners to raise major issues concerning the management of the communal properties.

**Article 8.3.** At least 30 days' notice of the Annual General Meeting shall be given to all homeowners. The notice shall specify the date, time and place of the meeting as well as the agenda. The notice shall be posted at the meeting room sent by email to all owners who have provided an email address, delivered to each mailbox in the Housing Estate, and sent by registered mail only to those homeowners who have not confirmed receipt of the notice sent by email or delivered to the mailboxes in the Housing Estate.

**Article 8.4.** In order to constitute a valid quorum, the number of homeowners attending the Annual General Meeting plus the number of valid proxies being held by persons attending the meeting must total at least one-third **(19)** of the total number of homeowners in the Housing Estate.

**Article 8.5.** If there is no quorum, the following procedure shall be applied: (a) the meeting is cancelled; (b) the Residents' Committee shall call a second meeting, which meeting shall be convened within the period of thirty days commencing from the date for which the first meeting had been convened. No quorum is required for the second meeting.

**Article 8.6.** The Annual General Meeting shall be presided over by the Chair of the Residents' Committee OR another homeowner designated by the Residents' Committee.

**Article 8.7.** The Secretary of the Residents' Committee shall take and prepare minutes of the Annual General Meeting. In the absence of the Secretary, a homeowner or proxy holder attending the Annual General Meeting shall be appointed to perform this function.

**Article 8.8.** A motion at the Annual General Meeting requires a simple majority vote of the homeowners and, if the vote on any item is tied, the Chair of the meeting shall cast his vote to break the tie.

**Article 8.9.** Each homeowner has one vote. If a person owns more than one property in the Housing Estate, he/she has one vote for each property.

**Article 8.10.** A homeowner may appoint a proxy, in writing, to attend and vote in place of the homeowner. The proxy may be (a) the de jure or de facto spouse, parent or child of the homeowner who has been authorized by the homeowner to represent him/her; or (b) another person sharing the house of the homeowner who has been authorized by the homeowner to represent him/her; or (c) another homeowner.

**Article 8.11.** No person attending the Annual General Meeting may hold more than two proxies.

**Article 8.12.** If in any General Meeting, the meeting or a motion made at the meeting does not comply with, or violates, the law or these Regulations, a homeowner must first contact the committee for resolution within 15 days from the date of the meeting. Should the issue not be resolved a homeowner may request the court to remove the motions of that meeting. The request to the court shall be made within a period of thirty days from the date of the general meeting.

**Article 8.13.** An Extraordinary General Meeting may be called by the Residents' Committee whenever it sees fit.

**Article 8.14.** An Extraordinary General Meeting may also be called at the request of at least one-fifth (12) of all homeowners. The request must be made in a letter to the Residents' Committee. The letter must specify the reason for calling the meeting. The Residents' Committee shall convene an Extraordinary General Meeting within a period of thirty days after receiving the letter.

**Article 8.15.** The Residents' Committee shall provide homeowners with at least 15 days' notice of an Extraordinary General Meeting.

**Article 8.16.** If the Residents' Committee fails to convene an Extraordinary General Meeting within 30 days of receiving a valid letter from homeowners as provided for in Article, 8.14. Then the meeting shall be convened by the signatories of the letter.

**Article 8.17.** The provisions outlined in Articles 8.4 through 8.12 of these Regulations shall also apply to Extraordinary General Meetings.

## Chapter 9: Construction on Private Property

**Article 9.1** Prior to carrying out any building work or extension to the homeowner's property a construction permit must be obtained from the local municipal office in Nongprue.

**Article 9.2** The above permit together with drawings and specifications shall then be presented to the residents committee. The residents committee shall together with neighboring properties assess the suitability of the works prior to any construction being carried out.

**Article 9.3.** The homeowner shall ensure that his/her contractor follows the following procedures:

- (1) Work hours shall be 08.00 to 17.00 pm. of every day.
- (2) Extremely noisy work shall not be performed for long periods of time
- (3) Radios and stereos shall not be used if they disturb neighbors.
- (4) All workers shall leave the Housing Estate by 17.00 every day unless staying in the house of the homeowner.
- (5) Workers shall not set a fire for cooking or make smoke.
- (6) Workers shall not wander through the Housing Estate.
- (7) Workers shall not engage in drinking or gambling.
- (8) Workers shall not bring pets onto the premises.
- (9) Owners shall ensure that no concrete or building materials are left in the road or walkway on the completion of the job. Workers shall ensure that soil or cement does not flow into the drainage system. When work is finished every day cleaning is required to make sure waste material including nail and iron is removed from the Housing Estate common property.
- (10) Workers shall ensure that no dust, leaves and other materials spread from the working area to neighboring properties.
- (11) The contractor shall not drive into the Housing Estate a vehicle that is not in good condition or that is very noisy or that emits black smoke.
- (12) The contractor shall abide by the speeding limit of the Housing Estate.
- (13) The contractor is responsible to ensure that if any part of the communal properties is made dirty by the construction, such part shall be cleaned.
- (14) Material, equipment and other tools shall only be removed from the Housing Estate between the hours of 08.00 and 17.00. The contractor must be able to show that such material, equipment and tools belongs to the contractor or the workers.
- (15) The construction area shall be kept clean and a garbage bin shall be provided.
- (16) The contractor shall be responsible for any damage caused from pollution as a result of the construction.
- (17) Refuse from the construction shall not be deposited into the garbage bins of other homeowners.
- (18) The contractor shall ensure that workers do not trespass onto the properties of other homeowners and the boundary lines with neighboring properties are not lost.

- (19) To join drainage of the Housing Estate to a construction building, prior approval shall be given and such joint shall be done properly. Before the drainage is covered with soil, the Residents' Committee shall be notified in order to prevent the problem of clogging of drainage pipe from soil flowing into the drainage.
- (20) A contractor doing gardening shall prevent the flowing of soil into a drainage pipe.

**Article 9.4.** If a homeowner, or his/her contractor or worker does not comply with the regulation, causes damage to the communal properties of the Housing Estate and its members or nuisance to the tranquility of another homeowner, the Residents' Committee shall not allow those people to work in the Housing Estate and the contractor shall stop working and explain the reason of damage and shall develop a work plan for repair the damage. If the contractor fails to carry out the repairs in good condition, then another contractor shall be employed to repair the damage with the cost borne by such contractor or the homeowner who hires such contractor; and/or such contractor is prohibited to continue working in the Housing Estate.

**Article 9.5.** Large vehicles, such as six wheels truck, ten wheels trailer, JCB, tractor, and crane shall be allowed to enter into the Housing Estate when prior written approval has been given from committee.

## **Chapter 10: Amendment of these Regulations**

**Article 10.1.** A motion to amend these Regulations requires a majority vote **(10)** from all homeowners voting at a General Meeting.

**Article 10.2.** A proposal to amend these Regulations may be made (a) by the Residents' Committee or (b) by at least one-fifth **(12)** of the homeowners in writing to the Residents' Committee.

**Article 10.3.** Proposed amendments to these Regulations must be posted at the Clubhouse and sent by email to those homeowners who have provided email addresses at least 15 days prior to the General Meeting at which the amendments are to be discussed.

**Article 10.4.** When these Regulations have been amended at a General Meeting, the Residents' Committee shall register the amendments by submitting an application form as specified by the Land Allocation Office with the following evidences: (a) minutes of General Meeting where the motion was passed to amend the regulations; and (b) a copy of the amended Regulations.

**Article 10.5.** The amendments to these Regulations shall take effect (a) when the Land Allocation Office has formally accepted the amendments; and (b) when the amendment is recorded in the official records of the Housing Estate kept by the Residents' Committee.



## **Chapter 11: Merger and Dissolution of the Housing Estate**

**Article 11.1.** Any decision to merge this Housing Estate with another housing estate which is adjoining or nearby may only be made by a resolution at a General Meeting. Such resolution requires an agreement of 38 or more homeowners in favor.

**Article 11.2.** Any decision to dissolve the Housing Estate may only be made by a resolution at a General Meeting. Such resolution requires an agreement of 38 or more homeowners in favor.

**AMENDED R&R. September 2017.**