



## RERA BULLETIN OA9

10 November 2020

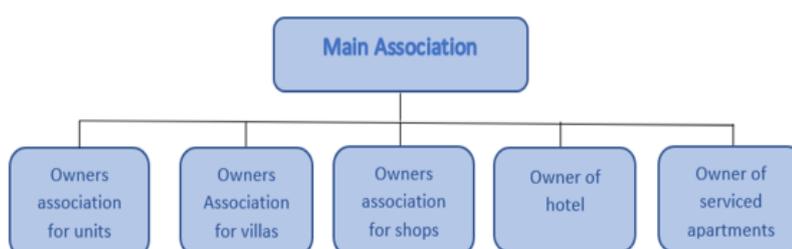
### THE CONTENT OF MAIN (AND CENTRAL) JOINT PROPERTY BY-LAWS

#### 1. Introduction

Resolution 7 of 2018 provided a framework for the preparation of joint property by-laws for simple joint properties such as apartments in a single building. RERA's Guide for Owners Associations and Joint Properties provided a template for the preparation and setting out of the content of Joint Property By-laws for single buildings and villa developments – See Form 13.<sup>1</sup>

As a result of increased interest in larger developments containing a number of owners associations with an integrated management structure, RERA prepared a new resolution to provide a management framework for more complex developments. RERA's Resolution 1 of 2020 regulating the Management of Joint Properties was gazetted on 7 May 2020. In addition to providing for simple joint properties, the Resolution provides a management framework for main owners associations and central owners associations.

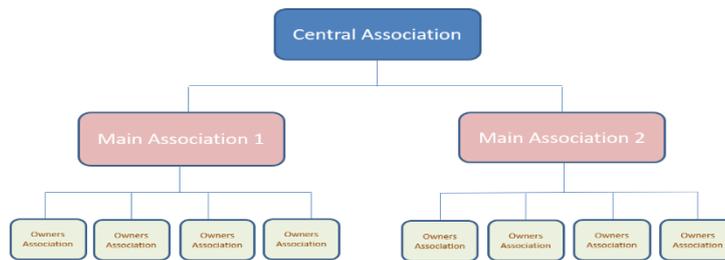
A main association has two layers of management as illustrated in the following diagram:



A central association has three levels of management, as shown below:

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<sup>1</sup>In 2018 RERA issued a template for the preparation of joint property by-laws and published it on its website, supported by instructions for completion contained in its explanatory guide. In its first year of operations, RERA provided the service of a detailed review of the by-laws, either before approval by the general assembly or when finally lodged with RERA. This process has assisted to build up a level of knowledge in the sector on how to prepare by-laws.



This explanatory Bulletin expands on the Resolution by providing additional guidance on the preparation of main (and central) by-laws.

Law 27 contains some reference to the by-laws:

- a) **Article 1** - by-laws are defined as the document that regulates the development and management of a joint property;
- b) **Article 54** - the by-laws set out the undivided shares in which the common area is owned by members of the owners association;
- c) **Article 48A**- where a joint property is developed in stages, the by-laws shall specify the arrangements for the division of the project.

See also **Article 20A(3)**, where the Articles of Association shall state the stages of execution and completion of the project and any arrangements for the division of the project.

Where central or main joint property developments are undertaken, the development will inevitably be more complex than a single building joint property, as there will be various stages of development over a period of years. Preparing the by-laws therefore requires more extensive information. It should be noted that by-laws serve two purposes:

- a) a document to guide the management of the common areas, etc, by the owners association;
- b) a disclosure document for purchasers buying a villa, apartment, office or retail outlet within the development.<sup>2</sup>

## 2. Joint Property By-laws for a Main Joint Property or Central Joint Property

The following guidelines are provided by RERA to developers and owners associations on preparing the Main or Central Joint Property By-Laws. This material is a guide, based on RERA's recent experiences with complex developments. However, it is the responsibility of the developer or owners association to design a structure and management arrangement that meets their requirements.

### 2.1 Preparing the main (or central) joint property by-laws

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<sup>2</sup>The concepts are applicable in residential, commercial and mixed-use contexts.

The By-laws prepared by the developer or owners association need to be consistent with the content of the Property Location Plan registered or proposed to be lodged with SLRB for registration. The by-laws must not be inconsistent with any law in Bahrain, or previous government approvals. The developer or owners association, in drafting the by-laws, must take care to observe these constraints.

Main (or Central) by-laws should include the following information where appropriate:

- a) ***the proposed name and address of the owners association;***
- b) ***a description of the joint property,*** outlining the nature and content of the development to be created upon the development or division of the main (or central) units, including a statement for each main (or central) unit, indicating if it is intended to be divided by a further joint property;<sup>3</sup>
- c) ***a description of the main (or central) common area*** – note that the property location plan defining main (or central) common area will not separately indicate the different uses of common area, simply showing it as a surveyed plot, so the by-laws can separately indicate the facilities within the common area, such as landscaped areas, gymnasium, recreational areas and facilities, parking etc. This is a guide to members as to their benefits and to the owners association of its maintenance obligations.
- d) ***a by-law describing all phases of implementation of the layered joint property;***
- e) ***a list of all main (or central) units,*** including their area and their Vote Ratio (which determines their vote value); and Common Area Entitlement and Service Charge Contribution (which determines the share or percentage of the owners association budget expenses allocated to each main [or central] unit and the undivided share of common areas);
- f) ***a description of the methodology*** used in determining the entitlements;
- g) ***exclusive use rights,*** if any, and any time limit and conditions applicable to the rights;
- h) ***a description of utilities*** provided within the layered joint property;
- i) ***core services*** that the owners association will provide to the development and also to its subsidiary owners associations – these must extend beyond maintenance services provided only within the main common area;
- j) ***by-laws that are more difficult to change*** – these generally cannot be changed without the approval of the general assembly by special resolution. These may include:
  - (i) any theme, architectural and landscaping standards affecting the main or central units and to be complied with by all members, including subsidiary owners associations – this generally describes a key design and marketing item that gives the development its distinctiveness and attractiveness to buyers;
  - (ii) permitted uses and restrictions on the use of main (or central) units;
  - (iii) maintenance standards for the common area or other requirements to be maintained to ensure the uniqueness and quality of the development;

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<sup>3</sup>A development initiated as a central joint property must create two or more central units and central common area. At least one central unit must be divided by a main joint property. The second member of the central owners association may be a subsidiary association (villas or apartments within a joint property offered for sale to the public and not intended for further division) or a central unit. A development initiated as a main joint property must create two or more main units and main common area. At least one main unit must be divided by a subsidiary building joint property or subsidiary villa joint property.

- (iv) the core services reserved for the main (or central) owners association and to be provided to all subsidiary owners associations;
  - (v) by-laws reflecting any special management scheme, such as a branded residence or serviced apartment arrangement affecting the layered joint property;
  - (vi) important items required for the preservation and longevity of the development; and
  - (vii) other items approved by the Authority.
- k) **service contracts entered into by the developer** that are intended to bind the main (or central) association – full details need to be disclosed at the initial general assembly so that owners fully understand the new obligations of the owners association;
  - l) **operating rules for the layered joint property**, which may include but are not limited to commercial and retail operating hours, security, safety, access to and use of common areas, traffic rules, parking restrictions, use of recreational equipment, disposal of rubbish and other items required by the nature of the development;
  - m) **the commitments and promises** made by the developer to the owners association in relation to infrastructure, utilities and facilities to be provided during and after construction;
  - n) **the projected date of the first annual general assembly**;
  - o) **any internal dispute mechanism process and complaints procedure**;
  - p) **any other important information** the developer considers appropriate for effective development and management;
  - q) **a declaration** that nothing in the joint property by-law limits or restricts access by police, emergency services and other government services;
  - r) **any by-laws required by a public authority/ approving authority**;<sup>4</sup>
  - s) **items required for the preservation and longevity or sustainability of the project** – these are by-laws inserted by the master developer requiring certain maintenance, repair or refurbishment activity to ensure the long-term sustainability of the project;
  - t) **by-laws describing easements** – note that the creation and definition of an easement, both its location and its terms, rights and obligations, are important items for the plan and by-laws. Additional information about the creation process will be provided by RERA or SLRB in due course.

## 2.2 By-laws describing entitlements

Resolution 1 of 2020 now requires joint properties to specify two different entitlements: the Vote Ratio, which determines the value of the owner's vote, and the Service Charge Contribution ratio,<sup>5</sup> which apportions the total budget amongst all member units. The following apply:

- a) For additional clarity, it is not necessary that the Vote Ratio for each unit is the same as its Service Charge Contribution. Different factors may be taken into account in determining the two ratios.<sup>6</sup>

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<sup>4</sup>For example, title deeds may issue for main units created by the main property location plan before utilities are connected to the main units. A by-law may be inserted specifying the nature and standard of utilities to be provided when each main unit is developed. Such by-laws will bind all subsequent sub-developers.

<sup>5</sup>This also determines the percentage ownership of common areas.

<sup>6</sup>The starting point is the area of the main (or central) units, but then the extent of use of common areas and other factors may be taken into account.

- b) The developer should ensure that the entitlements allocated to each main or central unit shall grant to owners of the units, including any subsidiary joint property that will be developed within each main unit, fair and reasonable ownership and voting rights and contributions to service charges. This requires careful planning by the developer.<sup>7</sup>
- c) It is important that the methodology for setting the two entitlements is clearly explained in the by-laws, for the benefit of members. The entitlements set out in the by-laws:
  - (i) should be in the form of a table listing all main (or central units), the area of plots and the allocated entitlements;<sup>8</sup>
  - (ii) may be based on the area of the units, adjusted to reflect beneficial use of the common area and facilities and other factors relevant to the development;<sup>9</sup> and
  - (iii) may, in the case of the service charge contribution, include a discount of service charges for undeveloped plots for a specified period.<sup>10</sup>
- d) The service charge contribution may take into account the following factors:
  - (i) cost items that are shared among all members – these are generally apportioned according to the ratio of the service charge contribution;
  - (ii) costs items that are paid by some only of the members because of exclusive access or exclusive use rights (design factors that make use by some members more likely) – these are allocated according to actual use, not the ratio; and
  - (iii) cost items where members have equal access but the nature of use of the plots of some members will generate more use than other members.
- e) The service charge contribution:
  - (i) may where appropriate be set out in the form of a formula to be used in allocating service charges;<sup>11</sup> and
  - (ii) shall as a guide include in the table a list of all expected expenditure items and the apportionment among all units in accordance with the requirements.
- f) If the service charge contribution is set out in the form of a formula, then:

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<sup>7</sup>For complex developments, the use of a professional service charge modeller is recommended.

<sup>8</sup>Simple non-layered joint properties often find a single vote ratio/ contribution ratio to be adequate, so the two ratios will be the same. But additional complexities arise in apportioning expenses within a Main Owners Association or a Central Owners Association. This Bulletin makes provision for that complexity.

<sup>9</sup>Some joint properties provide a vote ratio based on area and then, when considering contributions to expenses, take into account beneficial use. For example, a 1000 sq villa has the same land area as a 1000 sq B6 building, but the B6 containing 24 apartments generates much greater use of the main common area.

<sup>10</sup>Some owners associations make a 20% allowance for non-payments because it may take 12 months to recover from non-payers in the Execution Court under Article 68B of Law 27.

<sup>11</sup>For example, the cost of repair of the road and security could be paid only by those main units actually using the common area and need not be paid by main units that have access via a public road adjoining their main unit.

- (i) a different formula may apply to each cost item; and
- (ii) service charges may be apportioned from year to year according to the formula.

This may appear unnecessarily complicated and may be ignored if irrelevant in your development. But some very large developments will immediately recognise the flexibility that this approach provides.

- g) The Vote Ratio may allocate equal voting rights among units, where this will permit fair meeting and voting processes and promote harmonious administration of the owners association.

### **2.3 By-law describing access to main (or central) units**

Where access within the development is not public road but is across main common area, the by-law should include:

- a) a description of the responsibilities for the maintenance of the “roads”, lighting, utilities, landscaping, security, water and electricity costs and garbage collection;
- b) details of any arrangements made with a competent authority in relation to the enforcement of parking and speed restrictions; and
- c) details of signage required by any competent authority to be constructed and maintained on the access ways.

Note that the by-laws must recognise unlimited access by police and emergency services personnel and vehicles.

### **2.4 By-law describing utilities<sup>12</sup>**

The provision of utilities within a large development should be clearly explained in the by-laws. The by-law describing the utilities in the development should include where appropriate:

- a) a list of all utilities that are available within the development;
- b) the name of the utility service provider;
- c) an indication of whether meters or sub-meters are available for each main unit within the total development;<sup>13</sup>
- d) confirmation that the main (or central) common areas and subsidiary common areas are separately metered;
- e) a statement for who is responsible for reading the meter, sending invoices and collecting payments;

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<sup>12</sup>Utilities in complex developments can be quite extensive. The compulsory water, electricity and sewerage arrangements may be supplemented by district cooling and cabling for communications, internet and data networks supporting the infrastructure.

<sup>13</sup>Note that essentially each subsidiary unit and villa sold to the public will need clarity on the availability of metered services. If meters are not available, there is increased potential for internal conflicts. It is RERA’s preference that in each joint property, each unit and each main association should be separately metered. Note also that the by-laws should clarify when internal metering is a meter read and invoiced by the utility and when it is a sub-meter read and invoiced by the owners association.

- f) the arrangements for collecting contributions where meters are not available;
- g) a statement of whether it is optional or compulsory for members to access the utility;
- h) a statement of who is responsible for the maintenance and repair of any pipe, wire, conduit, cable, duct or other facility:
  - (i) from the boundary of the base plot for the main (or central) joint property to any meters within main (or central) units; and
  - (ii) from the meters to any main (or central) unit;<sup>14</sup> and
- i) a statement of easements and covenants for the supply of the utilities.

Where the installation of utility infrastructure is to be supplied in stages, the developer's obligations and sequencing of installation must be clearly set out in the by-laws. The intention is that unit owners are fully aware of how the development will unfold and when various services and common area facilities will be available.

### **2.5 By-law describing phases**

Complex layered joint properties generally take place in stages. If the development is still underway and will evolve in stages, with each main unit being progressively built on and divided by subsidiary joint properties, it is important to describe the nature and content of the development planned for each phase. This provides general details of what will be constructed and whether a subsidiary owners association will be established etc.

The by-law describing all phases of implementation should set out:

- a) the phases or stages in which the development will be implemented;
- b) the construction and implementation schedule;
- c) development and construction standards and codes and approval processes within the development applicable to each stage – these are intended to be binding on sub-developers purchasing main units;
- d) the days of the week and the hours of the day on which construction will take place;
- e) utilities to be provided in each stage;
- f) facilities to be provided in each stage to the main (or central) owners association and to any subsidiary joint property for that stage – the developer may promise to early buyers that recreational facilities will be provided;
- g) additional common area to be created in each stage and within the development. The by-laws should set out when the facilities will be constructed and available; and
- h) commitment by the developer to insure and to repair common areas damaged in the course of construction. The developer may be liable to repair main (or central) common areas damaged during construction.

The content of the by-law must be consistent with the development conditions, approvals, phasing and sequencing approved by the competent authorities.

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<sup>14</sup>In subsidiary joint properties, information will also be required about how the subsidiary units are metered and invoiced.

Where the competent authority has approved a range of options that are available to the developer within each phase, the by-law may list the development options, for the guidance of owners and intending purchasers.<sup>15</sup>

## 2.6 By-law describing easements

Where the property location plan for any joint property includes an easement plan, the plan may:

- a) show the location of the easements, illustrating its location using survey information;
- b) include a table that specifies:
  - (i) the name of the easement;
  - (ii) the terms of the easement, such as the rights created and the contributions to the repair and maintenance of the land affected by the easements;
  - (iii) the plots burdened; and
  - (iv) the plots benefitted.

Where the easement burdening land in the development does not benefit land in the development or adjoining land but benefits a government agency or utility, the plan shall set out the name of the agency or utility benefitted.<sup>16</sup>

## 3. Further guidance on content

### 3.1 When by-laws are generally prepared

Joint property by-laws are required for all owners associations and will generally be lodged with RERA in the following circumstances:

- a) at the time of application to RERA for an off-plan project development license for a future owners association;
- b) upon an application by an existing owners association to become operational under Resolution 1 of 2020; or
- c) where a final strata permit is issued for the building – this triggers the preparation of the Cadastral Survey of Flats (in the future to be known as the Property Location Plan for a building joint property) and leads to the issue of title deeds for units by SLRB. In this situation, RERA will write to the developer requesting lodgement of the by-laws and initiation of the process for calling the first general assembly.

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<sup>15</sup>Note that the by-laws are also intended to be a disclosure document when units, villas, shops or offices in the main joint property are offered for sale.

<sup>16</sup>Where the easement is intended to benefit a public authority and not land within the development, this needs to be reviewed in consultation with SLRB. Legislation in other jurisdictions permits the creation of “easements in gross” benefitting public authorities, e.g. electricity or sewerage authority.

With increasing complexity of layered joint properties, it is likely that the Urban Planning and Development Authority will request a copy of the document in order to understand the development concept it is requested to approve.

By-laws are a very important document for owners associations and the law places an obligation on SLRB to permanently retain the original by-laws document and to attach the document to the title deed. A process is being reviewed by SLRB for an appropriate way to annotate the by-laws in the Register.

### **3.2 Take care in drafting by-laws**

The developer and owners association have the responsibility for ensuring that the by-laws comply with all requirements and are in the appropriate form. They must ensure the by-laws:

- a) use terms that are consistent with the Law and Resolutions;
- b) reflect the correct areas of units and entitlements proposed for the joint property;
- c) contain an accurate description of the common area;
- d) are not inconsistent with any law in Bahrain;
- e) are prepared in Arabic, but if the joint property is in an area designated for foreigners, then in bilingual form, Arabic and English;
- f) comply with Bahrain Property Measurement Standards;
- g) are generally limited to items that regulate the internal management of the owners association and do not relate to contractual items between buyers and the developers;
- h) comply with the form specified by RERA on its website;
- i) do not contain any items prohibited in the Resolution or this Bulletin;
- j) comply with the minimum parking rights established by the municipality;
- k) do not limit the right of access by police and emergency services to the development;
- l) where the by-laws are for a subsidiary joint property, are consistent with main or central joint property by-laws.

### **3.3 Items that should not appear in by-laws**

As a general guide, developers should ensure the following:

#	The by-laws should comply with the following
1	Must not prohibit access by any non-payers to their units.
2	Must not prohibit access by any non-payers to their parking areas.
3	Should not include a power for the owners association to cut off the compulsory utilities: water, electricity, sewerage and drainage, cooling and gas, for a non-payer.
4	Must not restrict the owner's ability to sell the unit (the consent of the owners association to the sale is not required).
5	Must not contain any obligations to include certain requirement in the owner's sale contracts if selling the unit, except to provide a copy of the governance documents.
6	Must not contain any power of attorney by the purchaser allocating voting rights to the developer or contain any commitment to vote in a certain way.
7	Must not seek to extend developer control or management beyond the first general assembly.
8	Must not contain contractual agreements between the developer and owners. These should be set out in the sales contracts.

#	The by-laws should comply with the following
9	Must not leave parts of the building joint property in the name of the developer, other than units retained by the developer.
10	Must not contain any by-law that attempts to grant to the developer any role in decision-making other than participating in meetings as one of the members of the owners association.
11	In the case of a subsidiary joint property, must not repeat the standard articles of association published on the RERA website. <sup>17</sup>
12	In the case of a subsidiary association, must not set out in full the main joint property by-laws. A simple summary in Part 4 will suffice.

#### 4. Application lodging by-laws with RERA

Article 4 of Resolution 1 of 2020 permits the main (or central) by-laws to be lodged with RERA and RERA will forward them to SLRB for attachment to the title deeds. The application must be undertaken as follows:

- a) Complete the Application Form 10 and have it signed by two board members.
- b) Attach the by-laws following the RERA-approved format.
- c) Attach a copy of the Minutes of Meeting following Form 17 on the RERA website, including the declaration that the meeting was duly convened, etc, indicating that the owners association approved the by-laws. The Minutes should be signed by two board members. RERA may accept the by-laws without further investigation of the validity of the meeting.

RERA will briefly review the by-laws approved by the owners association, to ensure that the form is generally in compliance with the format on the website. If there are areas for concern, RERA will request such items to be considered by the next general assembly.

RERA's role is to act as a central lodgement point for owners association documents. It is not obligated to conduct a thorough assessment of the by-laws. Owners are encouraged to seek their own independent advice before voting on the draft by-laws where they consider this appropriate. It remains the responsibility of members in general assembly to approve the content of by-laws. Receipt by RERA of the by-laws already approved by the general assembly and referral to SLRB for registration do not indicate that RERA accepts or approves the content of the by-laws.

For further explanatory Bulletins, see [www.rera.gov.bh](http://www.rera.gov.bh). Further information may be obtained from [oa@rera.gov.bh](mailto:oa@rera.gov.bh)

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<sup>17</sup>Subsidiary joint properties are permitted to set out in Part 3 of the template joint property by-laws published on the RERA Website any articles of association they require that are *additional* to the Articles of Association published on the RERA website without having to reproduce all the standard articles from the website. (See Forms 13 – 16 in the Guide to Owners Associations and Joint Properties.)

**Sample Framework for  
JOINT PROPERTY BY-LAWS FOR MAIN (OR CENTRAL) OWNERS ASSOCIATION**

<b>Name of Main (or Central) Owners Association</b>	
<b>Address of owners association</b>	

**PLEASE ADAPT THE FORM TO MEET THE REQUIREMENTS OF THE DEVELOPMENT**

#	By-laws
1	<p><b>General description of the project</b></p> <p><i>Instructions for completion</i> – description of the total development envisaged, indicating the number of proposed owners associations and the management structure.</p> <p><i>Additional detail on the specific content of each item is found within the text of the Bulletin.</i></p>
2	<p><b>Description of the Main (or Central) common area</b></p> <p><i>Instructions for completion</i> – describe the parts of the land areas that are main (or central) common areas that may be used by all members. In complex developments with substantial plant equipment, pumping stations, cooling areas, sewerage treatment areas, etc, these should also be described.</p> <p><i>Where the development is a Main Building Joint Property to manage multiple owners associations in the same building, the floorplan must designate the main common area within the building and external to the building. The by-laws should describe the uses of the main common area, such as all land external to the building, the ground entrance foyer, all service ducts and stair wells, the lift wells, pool, gymnasium, etc, as appropriate.</i></p>
3	<p><b>Access in the development</b></p> <p><i>Instructions for completion</i> – please follow the requirements of Paragraph 2.3 of this Bulletin. Describe the access, the responsibilities for maintenance of access ways, rules regulating traffic flows, etc.</p>
4	<p><b>List of main (or central) units</b></p> <p><i>Instructions for completion</i> – list all units in the main (or central) joint property, their area, Vote Ratio and Service Charge Contribution and their aggregates or totals for the whole development. If the entitlements are expressed as percentages, the aggregate for the whole development will be 100%.</p> <p><i>This critical information provides the basis for voting at meetings and fair contributions to service charges. Note that when a main unit is divided by a subsidiary joint property, these ratios determine how much the subsidiary owners association pays to the main owners association, etc. Please follow the contents of Paragraph 2.2 of the Bulletin. See the notes for paragraph 7 below.</i></p>
5	<p><b>Calculation of area of main (or central) units</b></p> <p><i>Instructions for completion</i> – summary of what is included in the calculation of the area. This will generally be a calculation based on the surveyed units, and as determined by the surveyor.</p>

#	By-laws
	<p><i>Where the development is a Main Building Joint Property to manage multiple subsidiary owners associations within the same building, the area of main units will be calculated by the surveyor when preparing floorplans for the Main Property Location Plan.</i></p>
6	<p><b>Calculation of the Vote Ratio for each main (or central) unit</b></p> <p><i>Instructions for completion – description of how the vote ratio was calculated. This permits members of the owners association to see that a rational and objective methodology has been applied.</i></p>
7	<p><b>Calculation of the Service Charge Contribution ratio for main (or central) units</b></p> <p><i>Instructions for completion – describe how the ratios were calculated to apportion service charges. The Bulletin provides a framework for complex developments, permitting the use of a formula listing each expenditure item and allocating contributions separately for each item, based on potential use. In small developments, a simple percentage contribution for each main unit will be appropriate.</i></p> <p><i>Some expenses of the Main [or Central] owners association will be payable by all owners in the development. Examples may be the cost of insurance or the fee payable to the Owners Association Manager. These are apportioned according to the ratio set out in the Service Charge Contribution column. Other charges may be for items where some members have more use of the facility than others. For example, commercial units may generate more traffic and therefore create more wear and tear on the owners association’s roads. Therefore, the road maintenance costs are apportioned according to beneficial use rather than according to the ratio.</i></p>
8	<p><b>Description of phases of the whole development</b></p> <p><i>Instructions for completion – please follow the instructions in Paragraph 2.5 of the Bulletin and set out all requirements:</i></p> <ul style="list-style-type: none"> <li><i>a) the phases or stages in which the development will be implemented;</i></li> <li><i>b) the construction and implementation schedule;</i></li> <li><i>c) development and construction standards and codes and approval processes within the development applicable to each stage;</i></li> <li><i>d) the days of the week and the hours of the day on which construction will take place;</i></li> <li><i>e) utilities to be provided in each stage;</i></li> <li><i>f) facilities to be provided in each stage to the main (or central) owners association and to any subsidiary joint property for that stage;</i></li> <li><i>g) additional common area to be created in each stage; and</i></li> <li><i>h) commitment by the developer to insure and to repair common areas damaged in the course of construction.</i></li> </ul>
9	<p><b>Description of utilities provided to the development</b></p> <p><i>Instructions for completion – list all utilities provided to the main or central units and common area, showing name of the unit, who provides the service, whether each unit and common area are metered, who reads the meter and invoices and collects charges. See paragraph 2.4 of this Bulletin for full details of what is required.</i></p> <ul style="list-style-type: none"> <li><i>a) a list of all utilities that are available within the development;</i></li> <li><i>b) the name of the service provider;</i></li> <li><i>c) an indication of whether meters or sub-meters are available for each unit within the total development;</i></li> <li><i>d) confirmation that the main (or central) common areas and subsidiary common areas are separately metered;</i></li> </ul>

#	By-laws
	<p>e) a statement for who is responsible for reading the meter, sending invoices and collecting payments;</p> <p>f) the arrangements for collecting contributions where meters are not available;</p> <p>g) a statement of whether it is optional or compulsory for members to access the utility;</p> <p>h) a statement of who is responsible for the maintenance and repair of any pipe, wire, conduit, cable, duct or other facility:</p> <p>(i) from the boundary of the base plot to any meters; and</p> <p>(ii) from the meters to any unit; and</p> <p>i) a statement of easements and covenants for the supply of the utilities.</p>
10	<p><b>Exclusive use rights</b></p> <p><i>Instructions for completion</i> – where some parts of the main (or central) common area are allocated to some only of the main (or central) members, the area affected, the rights and obligations and conditions.</p>
11	<p><b>Theme</b></p> <p><i>Instructions for completion</i> – any special theme to be met by the development. Please see Paragraph 2.1(j) where any change to this requires a special resolution.</p>
12	<p><b>Construction Code</b></p> <p><i>Instructions for completion</i> - the architectural requirements binding upon each phase of the development. This may include procedures for the Technical Interface Office approval.</p>
13	<p><b>Construction commitments</b></p> <p><i>Instructions for completion</i> – construction days, hours of operation, sequence of development phases, utilities constructed in each phase, facilities provided in each stage, noise, nuisance and dust minimisation, developer’s commitment to repair.</p>
14	<p><b>Restrictions on the use of main (or central) lots</b></p> <p><i>Note, this may bind all levels of the development.</i></p>
15	<p><b>Standards of maintenance to be met by main (or central) owners association</b></p> <p><i>Instructions for completion</i> – some developments are marketed on the basis of high levels of maintenance of common areas and this is a key factor for some purchasers. To minimise action by the owners association to reduce such standards, they should be set out here. Paragraph 2.1(j) of the Bulletin indicates that such standards may only be changed by special resolution. Note also that where the main (or central) owners association wishes to ensure the penalty of services, it may designate the service as a Core Service provided to all owners associations by the main (or central) owners association.</p>
16	<p><b>Items required for the preservation and longevity of the development</b></p> <p><i>Instructions for completion</i> – the master developer will have carefully designed and maintained the development until the operation has been handed over to the main (or central) owners association. The master developer will have detailed knowledge of items that are of fundamental importance to the longevity of the project. This item permits the developer (or any approving authority) to require specific actions or safeguards to be implemented to preserve the project. For example, some developments require cathodic treatments to be maintained and operating effectively; waterfront developments may require rock retaining walls to be properly maintained; dredging of waterways may be essential.</p>

#	By-laws
	<p><i>These items must be undertaken by the owners association and a step-in right may be maintained for the master developer to act at the expense of the owners association, after delivering appropriate notices to the owners association. It is not appropriate to use this item as a means of maintaining control of the development by the master developer.</i></p> <p><i>This by-law may include a requirement for the consent of the master developer before it may be varied.</i></p>
17	<p><b>By-laws required by any public or approving authority</b></p> <p><i>Instructions for completion – this section may be required by an approving authority when it wishes specific conditions of approval to be set out in the by-laws as a public record and to bind any sub-developer, etc. For example, where installation of utilities will be phased over the life of the development, the timing and specifications for installation may be specified for each stage. This by-law may not be varied without the consent of the authority.</i></p>
18	<p><b>By-laws that require special resolution</b></p> <p><i>Instructions for completion – see Paragraph 2.1(j) of the Bulletin for requirements for a special resolution.</i></p> <ul style="list-style-type: none"> <li><i>a) theme;</i></li> <li><i>b) service standards;</i></li> <li><i>c) requirements of approving authority;</i></li> <li><i>d) restrictions on the use of land.</i></li> </ul>
19	<p><b>Contracts binding the owners association</b></p> <p><i>Instructions for completion – see Paragraph 2.1(k) of the bulletin and set out any service contracts entered into by the developer on behalf of the main (or central) owners association that are intended to bind the owners association. Contracts may include an Owners Association Manager and a Facilities Manager. Set out the end dates for the contracts. Although no time limits are enforced by Resolution 1 of 2020, the developer should take care not to unduly restrict the owners association. Any conflict of interests should be disclosed. The by-law could give the right to terminate the contract for any breach of the conflict of interests or for non-performance.</i></p>
20	<p><b>Operating Rules</b></p> <p><i>Instructions for completion – see Paragraph 2.1(l) and set out operating rules to bind all members, including subsidiary owners associations, which may include but are not limited to commercial and retail operating hours, security, safety, access to and use of common areas, traffic rules, parking restrictions, use of recreational equipment, disposal of rubbish and other items required by the nature of the development.</i></p>
21	<p><b>Projected date of first general assembly</b></p> <p><i>Instructions for completion – insert the potential date of holding the first general assembly. In Instruction 1 of 2020, this must be called 12 months after the registration of the first sale in a main unit or subsidiary unit.</i></p>
22	<p><b>Internal dispute mechanism</b></p> <p><i>Instructions for completion – [Here set out any procedures to be used within and external to the owners association in order to resolve disputes within the owners association.] Resolution of internal disputes should be initially an internal activity such as referral to the board, etc.</i></p>

#	By-laws	
23	<p><b>Access by police and emergency services</b></p> <p><i>Instructions for completion – this by-law recognises that police and emergency services have unlimited access to the main common areas at all times.</i></p>	
24	<p><b>Easements that burden or benefit the development</b></p> <p><i>Instructions for completion – see Paragraph 2.6 of the Bulletin. Note that easements must be created following the processes established in Law 13 of 2013. Recording easements in this panel does not create the easements. It simply summarises easements that already exist and that impact the development.</i></p>	
<p><b>WHERE THE OWNERS ASSOCIATION IS IMPACTED BY A LAYERED SCHEME OR SPECIAL MANAGEMENT SCHEME</b></p> <p><i>Instructions for completion – if the main association is affected by a Special Management Scheme or is part of a Central Joint Property, set out a summary of:</i></p> <p><i>(i) The benefits to the owners association and its members of belonging to the central association, etc. for example, full right to access and use central common area; right to use brand name.</i></p> <p><i>(ii) The impact of the central joint property, etc. for example, obligation to pay service charges; obligation to pay brand; obligation to comply with service contract.</i></p> <p><i>What items should be set out here: all obligations of an external nature that bind the owners association and the members of an owners association contractually to meet various obligations, require the owners association to make payments, reduce the powers and management functions of the owners association, etc.</i></p>		
	Approved by the owners association	2 signatures Seal
	Lodged with RERA	Date Seal
	Registered by SLRB	Date Seal

Note that acceptance of the by-laws by RERA and registration by SLRB is not an approval of the contents of the by-laws.