

## JOINT PROPERTY BY-LAWS

### Notes

- **Legislative requirement for By-Laws** - The requirements for the Joint Property By-Law are set out in the Law 27 of 2017 and the Resolution No 7 of 2018 regulating Owners Associations and Joint Properties.
- **For new developments** – the developer shall prepare the Joint Property By-Laws applying the relevant parts of the Template as a guide, with particular emphasis given to Part 1. The wording of each document is left to the discretion of the developer, taking into account the design of the development. Much of the template is relevant to the new development.
- **For existing developments** – transitioning owners associations need to create By-Laws following the relevant parts of the template, with particular emphasis on Part 2 and the Unit entitlements, omitting those parts of Part 1 best suited for the developer of a new development. Once your General Assembly has approved a process for creating the By-Laws, such as to delegate to the Board, the rules can be developed and approved and copied into a document in the form of the template. The owners association can then apply to RERA on the approved form to register the By-Laws
- **By-laws should be numbered sequentially.** If one of the rows on the template is not required for a particular development, it should be omitted from the form.

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Name of Owners Association	
Title Deed reference for common area [if any]	
Name of Registered owner [if no owner association]	
Title Deed of owner divided by Joint Property	

Item	Subject	Content <sup>1</sup>
<b>PART 1 – By-Laws for Initiating the Joint Property</b>		
By-Law 1.1	<b>Table of areas and Unit Entitlements</b>	<i>[Attach a table setting out (i) a list of all units, (ii) the area of the units, (iii) the Entitlements related to such Units and any Accessory Units allocated to principal Units].</i>
By-Law 1.2	<b>Description of method of Calculation of area of units</b>	<i>[Insert a description of how the area was arrived at, what was measured and included in the calculation and what was omitted]</i>
By-Law 1.3	<b>Description of method of Calculation of Entitlement of units</b>	<i>[Insert a description of how Entitlements are calculated, taking into consideration the factors set out in the Law].</i>
By-Law 1.4	<b>Supply of Utility Services</b>	<i>[Insert a summary of all Utility Services supply arrangements including metering and billing arrangements where relevant]</i>
By-Law 1.5	<b>Exclusive Use Areas</b>	<i>[Having regard to the Property Location Plan, define any rights and obligations of parties having the benefit of Exclusive Use Areas. If such areas are not shown on plans, describe the areas and set down the parties' rights and obligations].</i>

<sup>1</sup> Delete items that are not relevant to the particular joint property. Maintain consecutive numbering. The manner of numbering may vary from that in the template but should be consistent in the document.

<b>By-Law 1.6</b>	<b>Parking for units</b>	<p><i>[Specify the parking arrangements for units, for visitors and for the public visiting commercial areas. This should record if parking bays are owned as part of the title deed or are common areas with exclusive use rights.</i></p> <p><i>Specify the requirements of any authority for the minimum number of parking bays per residential and commercial unit etc]</i></p>
<b>By-Law 1.7</b>	<b>Accessory Units</b>	<p><i>[Specify the number and use of accessory units. Provided not contrary to the rules of the relevant authorities, set down the rules to apply regarding transferring Accessory Units]</i></p>
<b>By-Law 1.8</b>	<b>Insurance</b>	<p><i>[Set down the insurance arrangements that may apply to the joint property – types of policies relevant to the development. Note the obligations on the law in relation to building insurance and insurance of owners and occupiers. Consider the need for public liability, insurance of workers compensation.</i></p> <p><i>[Clarify the owner’s responsibility to obtain insurance. For example, where the joint property is a villa development, specify the responsibility for obtaining building insurance.]</i></p>
<b>By-Law 1.9</b>	<b>Easements and Covenants</b>	<p><i>[Set down any easements or covenants applicable as between Units in the Joint Property].</i></p>
<b>By-Law 1.10</b>	<b>Special Contractual Arrangements</b>	<p><i>[Insert details of any special contractual arrangements that Owners will be required to enter into. This may be particularly relevant to sub-developers purchasing development plots].</i></p>
<b>By-Law 1.11</b>	<b>Theme - Architectural &amp; Works</b>	<p><i>[Insert details or rules regarding architectural themes and guidelines concerning the Joint Property that are intended to bind all owners]</i></p>
<b>By-Law 1.12</b>	<b>Arrangements affecting the Base Plot</b>	<p><i>[Set down any easements, covenants, or leasehold interests, that related to the base plot upon which the Joint Property is constructed that are intended to be carried forward onto the Supplementary Record Sheet or the title deed for the common areas].</i></p>
<b>By-Law 1.13</b>	<b>Permitted Use and restrictions on use of plots, units</b>	<p><i>[Insert the permitted use of the Units and any restrictions (for example, no short-term letting)].</i></p>
<b>By-Law 1.14</b>	<b>Stages of construction</b>	<p><i>This is particularly relevant if construction is still underway such as in an of-plan sale project. This should set out:</i></p> <ul style="list-style-type: none"> <li>• <i>The proposed sequencing of stages</i></li> <li>• <i>Timetable for commencement and completion of stages</i></li> <li>• <i>Building to be constructed on each stage – height, number of units and size of units, use of units</i></li> <li>• <i>Utilities and infrastructure to be created in each stage</i></li> <li>• <i>Additional common areas that will be created in each stage and facilities becoming available to owners within that stage</i></li> <li>• <i>Hours of construction</i></li> </ul>
<b>By-Law 1.15</b>	<b>Covenants applying during the construction period</b>	<p><i>This should set out:</i></p> <ul style="list-style-type: none"> <li>• <i>The developer’s commitment in relation to accessing the common areas during construction</i></li> </ul>

- *Repairing damage to common areas during construction*
- *Minimising inconvenience to owners during construction including noise and dust*
- *Developer’s insurance to cover damage to the joint property arising from construction*

## PART 2 – By-Laws for Managing the Joint Property

<b>By-Law 2.1</b>	<b>Management structure</b>	<i>Developer’s confirmation that a single owners association is intended to be created by the Joint Property over the whole of the base plot and if not, a subdivision may be required or a legal structure defined up-front]</i>
<b>By-Law 2.2</b>	<b>Operational Rules</b>	<i>[Insert any Operational Rules that apply to the Joint Property and use of the Common Areas. This may include items relating to parking, traffic flow, speed limits, conditions and use of common areas, hours of use, safety, security, card access, disposal of rubbish, noise mitigation etc].</i>
<b>By-Law 2.3</b>	<b>Fees for issue of certificates</b>	<i>Fee for the issue of a clearance certificate by the owners association Fee for the issue of a statement of annual subscription to the seller/ buyer</i>
<b>By-Law 2.4</b>	<b>Procedures against non-payers</b>	<i>[Set out action that is envisaged to be taken where an owner fails to pay a service charge – administrative charges, procedure in the execution court, etc]</i>
<b>By-Law 2.5</b>	<b>Collection of service charges by government agencies</b>	<i>[Set out any arrangements that have been negotiated with a government agency such as EWA to collect service charges]</i>
<b>By-Law 2.6</b>	<b>Developer management role</b>	<i>[set out the developer management role in the first two years. This should describe:</i> <ul style="list-style-type: none"> <li>• <i>Developer’s intention to manage and maintain units under Article 34 of the Law</i></li> <li>• <i>Developer’s intention to request pre-payment of up to 2 years of service charges and deposit the funds into the association bank accounts</i></li> <li>• <i>Developer’s intentions for supporting or undertaking a management role in the first two years</i></li> <li>• <i>Owners association role during that period</i></li> <li>• <i>Developer’s commitment in relation to defective fixtures and structural defects</i></li> </ul>
<b>By-Law 2.7</b>	<b>Internal dispute mechanisms</b>	<i>[Here set out any procedures to be used within and external to the owners association in order to resolve disputes within the owners association.]</i>

## PART 3 – Additional Articles of Association

<b>By-Law 3.1</b>	<b>Additions to Articles of Association</b>	<i>[Insert any additions to the Articles of Association]</i>
<b>By-Law 3.2</b>	<b>Additional provisions concerning election of Board members</b>	

<b>By-Law 3.3</b>	<b>Electronic voting</b>	<i>[where the owners association wishes to permit voting by electronic means, the methodology to be followed should be set out here]</i>
<b>By-Law 3.4</b>	<b>Enforcement mechanism for violators Article 18</b>	<i>[Set out the process to be followed where the owners association determines that despite notices and warnings, an owner or owner's tenants /occupiers fail to comply with owners association operating rules etc]</i>

#### **PART 4 – Special Management Schemes**

<b>By-Law 4.1</b>	<b>Special Management Scheme requirements</b>	<i>[An additional resolution is to be prepared by RERA to clarify these requirements]</i>
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