

ECJ Condominium Inc.

RULES and REGULATIONS

Declaration of Policy

Pursuant to the general provisions embodied in the Master Deed with Declaration of Restrictions (the "Master Deed") dated as of May 23, 1983, and in accordance with the Articles of Incorporation and By-Laws of the ECJ Condominium, Inc., the following Rules and Regulations are hereby promulgated for the purpose of: (i) promoting the underlying intent set forth in the Master Deed, (ii) obtaining for the unit owners of the condominium project a peaceful, harmonious and comfortable environment and, (iii) ensuring the general welfare, interest and well-being of the unit owners in their use of their respective units, the common areas and the condominium as a whole.

The Rules and Regulations shall be construed and applied in a manner, which will ensure the realization of the aforesaid purposes.

THE RULES AND REGULATIONS

SECTION 1. DEFINITIONS

1.01 Defined Terms

As used herein, the following terms shall have the meanings ascribed to them herein below:

- (a) "Dues" shall mean the regular and special assessments to be paid by the Unit Owners and Tenants in accordance with Section 5.2 of the Master Deed.
- (b) "Common Areas" shall mean the areas of the Condominium Project more particularly described in Exhibit "A".
- (c) "Condominium Administrator" shall mean the person or entity appointed and authorized by the Condominium Corporation to administer and implement the Rules and Regulations and to supervise the operations and activities of the Condominium Project subject to the supervision and control of the Condominium Corporation.
- (d) "Condominium Compound" shall mean the entire premises constituting the Condominium Project more particularly described in Exhibit "B".
- (e) "Condominium Corporation" shall mean the ECJ Condominium, Inc. the corporation empowered to implement, administer and enforce, through the Condominium Administrator, the Rules and Regulations relating to the (i) proper use and occupancy of the Units and the Common Areas, (ii) conduct of the unit Owners and Tenants and, (iii) such other directives required for the purpose of realizing the underlying intent and objectives set forth in the Declaration of Policy.
- (f) "Condominium Project" shall mean the ECJ Building located at Real Street corner Sta. Lucia Street, Intramuros, Metropolitan Manila.

- (g) "Employee" shall mean any person and/or entity engaged by a Unit Owner, Tenant, the Condominium Administrator or Condominium Corporation for the purpose of performing services within a Unit or the Condominium Compound.
- (h) "Guest" shall mean any person permitted and allowed to enter the Condominium Compound at the request or with the permission of a Unit Owner, Tenant, the Condominium Administrator or the Condominium Corporation.
- (i) "Master Deed" shall mean the Maser Deed with Declaration of Restrictions executed by G & E Realty Development Corporation, dated as of may 23, 1983.
- (j) "Rules and Regulations" shall mean these rules and regulations promulgated by the Condominium Corporation as the same be amended or revised from time to time.
- (k) "Security Services" shall mean the activities performed by a any person and/or entity whose services are engaged by the Condominium Administrator for the purpose of safeguarding and protecting the Unit Owners, Tenants, the Condominium Project and Condominium Compound.
- (l) "Service Facilities" shall mean the elevators, centralized air-conditioning units, water and electricity distribution systems, telephone services, rest rooms and other similar facilities maintained by the Condominium Corporations and supervised by the Condominium Administrator to the service the requirements of the Unit Owners.
- (m) "Tenants" shall mean any person and /or entity occupying and using a Unit (s) under any contractual arrangement with a Unit Owner and/or the Condominium Corporation.
- (n) "Unit" shall mean any of the _____ ()business offices located within the Condominium Project.
- (o) "Unit Owners" shall mean any person and/or entity in whose name the title to the Unit is registered.
- (p) "Vehicles" shall mean any device used for the transportation and/or conveyance of persons, goods or objects.

1.02 Interpretation

The headings in the Rules & Regulations are inserted for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts and unincorporated organizations. References herein to sections and exhibits are to be construed as references to the Sections and Exhibits of the Rules and Regulations.

1.03 Binding Effect of the Rules and Regulations

The Rules and Regulations shall take effect immediately upon approval. Unless otherwise amended, revised or modified, all Unit Owners and Tenants shall comply with the provisions of the Rules and Regulations. The Condominium Corporation, through the Condominium Administrator shall implement and enforce the provisions embodied herein.

SECTION 2. THE UNIT

2.01 Use of the Unit

The Unit Owners and Tenants shall use their Units/s exclusively for conducting their normal business operations and activities. All Unit Owners and Tenants shall not use of, the Unit for other purposes or for purposes which are contrary to law. Without the prior written approval of the Condominium Corporation, no Unit may be divided or subdivided into smaller units nor any portion thereof sold, transferred or otherwise disposed of.

2.02 Care and Maintenance

With the exception of the Service Facilities, the Unit Owners and Tenants shall be responsible for all maintenance and repairs required to keep their Unit/s in good working order and tenantable condition. In addition, Unit Owners and Tenants shall be liable for any loss or damage which may result to another Unit and/or to the Common Areas, resulting from and/or arising out of the failure or negligence on the part of any such Unit and/or Tenant to effect such maintenance and repairs as may be required or necessary for its own Unit.

2.03 Restriction on Use

In addition to the restriction on use of the Unit set forth in Section 2.01 above, the use of the Unit shall be subject to the conditions set forth below. The Unit Owners and Tenants shall not:

- (a) Cause, make or permit any disturbing noise, caused by itself or any of its agents and/or representatives, or permit the commission of any activities which will interfere with the rights, comfort or convenience of the other occupants of the Condominium Project;
- (b) Keep or store in the Unit, or any part of the Condominium Project, any inflammable or combustible fluid, material or substance, other than limited quantities thereof (which quantities shall be inspected and regulated by the Condominium Administrator), necessary for the operation or maintenance of office equipments;
- (c) Prepare and serve meals, other than snacks and beverages for Guests, within the Unit;
- (d) Keep or permit to be used or kept any foul or noxious gas or substance, or permit or allow the Unit to be occupied in a manner which in the judgement of the Condominium Administrator is offensive or objectionable;

- (e) Except with the prior written consent of the Condominium Administrator affixed, inscribe or painted, any notice, sign or other advertising medium on any part of the Unit or of the Condominium Project;
- (f) Perform, or cause the performance of, any act resulting in alterations, additions or improvements to the Unit or any part of the Condominium Project without the prior written consent of the Condominium Administrator;
- (g) Allow or permit the entry of any person and/or entity engaged in the selling of newspaper, magazines or other similar materials, tickets, cigarettes, food, beverages or any other goods and merchandise; and
- (h) Perform any activity, which may cause and/or result in damage to the Unit and/or the Condominium Project or any portion thereof.

SECTION 3. COMMON AREAS AND SERVICES FACILITIES

3.01 Use of Common Area

Unless otherwise revised or amended by the Condominium Corporation, the provision set forth herein shall govern the use by the Unit Owners and Tenants of the Common Areas.

3.01.1 Hall and Passageways

The walls, lobbies, corridors, stairways, passageways, exits and entrances of the Condominium Project shall not be obstructed by any Unit Owner and/or Tenant or used for any purpose other than for ingress to or egress from their respective Units. The Condominium Administrator shall, at all times have the right to control access thereto of all persons.

3.01.2 Roof deck

Without the prior written approval of the Condominium Administrator, no Unit Owner and/or Tenant shall construct, install or erect any telecommunications device or apparatus, electrical system or facility or other similar paraphernalia in the roof deck of the Condominium Project.

3.01.3 Advertising

The facade, exterior walls, halls and passageways referred to in Section 3.01.1 above shall not, without the prior written approval of the Condominium Administrator, be used for any advertising purposes. No sign, placard, pictures, names or other similar advertisement or notice shall be built, inscribed, painted affixed or otherwise displayed in any of such places.

3.01.4 Service Facilities

The Condominium Corporation shall maintain the Service Facilities Specified herein. The maintenance and operation costs for the Service Facilities resulting from the use by the Unit Owners and Tenants of the same shall be charges to the Unit Owners and Tenants by the Condominium Administrator.

The use by the Unit Owners of the Service Facilities of the Condominium Project shall be governed by the following provisions.

3.02.1 Elevators

The Condominium Administrator shall have the right to: (i) determine the number of elevators which shall be used to service the needs of the Unit Owners and Tenants during the regular business hours of the day and the maximum time of operation of such elevators, (ii) prescribe the maximum tolerable load of, and designate the floors to be serviced by, each elevator. The Condominium Administrator shall inform the Unit Owners and Tenants, through appropriate notices, of the time of operation of the elevators.

3.02.2 Electricity Distribution System

Without the prior written approval of the Condominium Administrator, no Unit Owner and Tenant shall install any electrical device or apparatus which may result in damage to or malfunctioning of the electricity distribution system of the Condominium Project. All electrical facilities, devices and/or apparatus to be installed and used by any Unit Owner and Tenant shall be examined prior to installation and, on a regular basis, inspected by the Condominium Administrator. Each Unit Owner and Tenant shall disconnect and shut-off all electrical utilities and/or facilities after use.

3.02.3 Airconditioning System

The Condominium Administrator shall maintain the airconditioning system (consisting of the cooling tower and the auxiliary facilities relating thereto) of the Condominium Project. Maintenance costs and expenses for such system shall be borne proportionately by the Unit Owners and/or Tenants and shall constitute part of the Dues payable to the Condominium Administrator.

3.02.4 Water Distribution System

The Condominium Administrator shall operate the water distribution system of the Condominium Project for the purpose of servicing the water consumption requirements of the Unit Owners and Tenants. Unit Owners and Tenants requiring additional water requirements shall request the Condominium Administrator to service such need. When not in use, all water faucets and/or facilities shall be shut-off.

3.02.5 Rest Rooms

All common rest rooms shall not be used for any purpose other than that for which they were constructed. The Condominium Administrator shall advance the costs and expenses for maintaining the rest rooms and such costs and expenses shall be reimbursed by the Unit Owners and Tenants upon demand of the Condominium Administrator.

3.02.6 Food Services

The Condominium Administrator shall be authorized to designate and appoint a qualified person and or entity who shall provide the catering services for all the occupants of the Condominium Project, and extend

such services in the Canteen and Executive Dining Room of the Condominium Project. All Unit Owners and Tenants shall provide the Condominium Administrator with a list of persons who shall avail of the dining facilities of the Canteen and Executive Dining Room.

3.02.7 Condominium Project Telephone Services

The Condominium Administrator shall install, operate and maintain a telephone service system which shall meet the requirements of the unit Owners and/or Tenants of the Condominium Project. The Condominium Administrator shall allocate the telephone lines and units among the Unit Owners and Tenants of the Condominium Project. Costs and expenses for the installation, operation and maintenance of the Condominium Project telephone system shall constitute part of the Dues assessed from time to time by the Condominium Administrator.

3.02.8 Shuttle Bus Service

The Condominium Administrator is hereby authorized to engage the services of any person and/or entity that shall provide Employees of Unit Owners and/or Tenants with transportation facilities to and from the Condominium Project to designated points. All Unit Owners and Tenants shall provide the Condominium Administrator with a list of Employees who shall avail of such services not later than fifteen (15) days prior to the occupancy of the unit. Statements of Account for transportation services shall be sent by the Condominium Administrator to the Unit Owners and Tenants on a monthly basis.

3.02.9 Messengerial/Janitorial Services

The Condominium Administrator shall engage the services of a person and/or entity who shall provide the messengerial and janitorial required by the Unit Owners and Tenants. Unit Owners and Tenants availing of such services shall be billed on a monthly basis.

SECTION 4. RESPONSIBILITY OF OCCUPANTS

4.01 Unit Owners and Tenants

All Units Owners and Tenants shall, at all times, comply with the Rules and Regulations. In addition, each Unit Owner and Tenants shall cause its Employees and/or Guests to abide by and comply with the conditions set forth herein. Any violation by the Unit Owner, Tenants or its Employees and/or Guests of any provisions of the Rules and regulations will result in the imposition of such penalties as may be determined by the Condominium Corporation.

4.02 Unit Owner and/or Tenant as an Employer

In the event a Unit Owner and/or Tenant engages the services of Employees, the Unit Owner and/or Tenant shall:

- (a) Provide the Condominium Administrator with a list of its Employees together with the necessary information and date pertaining to each of such Employees prior to the occupancy of the Unit;

- (b) Inform the Condominium Administrator of the schedule of working hours of its Employees (including overtime schedules) prior to the occupancy of the Unit;
- (c) Prepare appropriate identification cards for each of such Employees; and
- (d) From time to time, up-date the Condominium Administrator of the status of its Employees.

4.03 Employees

Each Unit Owner and Tenants shall be liable for any acts committed by any of its Employees in violation of any of the provisions of the Rules and Regulations without Prejudice, however, to the right of the Condominium Corporation to institute such actions and/or proceedings as may be appropriate against such Employees/s.

4.04 Guests

Guests of any Unit Owner and/or Tenant shall, during their stay in the Condominium Project, abide by and comply with the Rules and Regulations. The Unit Owner and/or Tenant shall be responsible for the acts Committed and the conduct of its Guests. Guests should, in the course of their visit to and/or stay in the Condominium Project, confine themselves within the Unit of their respective hosts. The Unit Owner and/or Tenant shall make necessary arrangements with the Condominium Administrator for the purpose of allowing its Guests to be given access to the permitted areas of the Condominium Project. Identification cards shall be issued by the Condominium Administrator, and all Guests shall, during their visit to the Condominium Project, attach and display such cards.

SECTION 5. HEALTH AND SAFETY

5.01 Sanitation

The Condominium Project shall be kept in a clean and sanitary condition by the Unit Owners and Tenants. The Condominium Administrator shall implement and enforce such measures as will ensure that no rubbish, refuse of garbage shall accumulate within the condominium compound or that any fire hazard shall be allowed to exist.

All unit Owners and Tenants shall provide, at their own cost, necessary and adequate garbage disposal units, and shall observe the rules contained herein on garbage disposal. All garbage must be wrapped in disposable bags and must be deposited in the garbage disposal units located at the ground floor of the Condominium Project as designated by the Condominium Administrator.

The Condominium Administrator shall notify the unit owners and tenants of the dates during which all garbage, rubbish or other refuse shall be deposited at the disposal areas and the schedule of removal of all garbage, rubbish or refuse by the entity whose services have been engaged by the Condominium Administrator for the servicing of the garbage disposal requirements of the Condominium Project.

5.02 Pest Control

The Condominium Administrator shall engage the services of a person and/or entity that shall, on a regular basis, provide and adopt pest control measures for the condominium project. The unit owners and tenants shall be billed by the condominium administrator for such amounts billed shall form part of the dues collected by the condominium administrator from the unit owners and/or tenants.

5.03 Safety

The following rules and regulations relating to safety and precautionary measures shall be complied with by each unit owner, tenant and all the occupants of the Condominium Project.

(a) Fire Protection Measures

Within each unit, the unit owner and/or tenant shall, at its own expense, acquire, provide and install such number of fire extinguisher/s which conform with the specification and requirements set and determined by the Condominium Corporation. The Condominium Administrator shall supervise the installation of such fire extinguisher/s and shall, on a regular basis, inspect the same to determine their working condition.

Tampering of fire alarm devices and other fire-fighting paraphernalia installed in the condominium project is strictly prohibited and shall result in the imposition of appropriate penalties. All fire escapes, including the access thereto, shall be kept open and free from any form of obstruction of any kind or nature whatsoever.

Emergency lighting systems shall be operated during brownouts and other similar emergencies. During the occurrence of such emergencies, the use of gas-fed devices and candles and other apparatus using an open flame is prohibited. Penalties shall be imposed for violations of this provision.

The unit owners and tenants shall participate in fire drills conducted from time to time by the Condominium Administrator. A fire prevention committee composed of the condominium administrator and a representative of each unit owner and tenant shall be constituted by the condominium corporation on an annual basis.

(b) Security Services

The condominium administrator is hereby authorized to engage the services of a duly qualified and competent person and/or entity who shall be responsible for providing the necessary security services required within the common areas of the condominium compound. Any unit owner and/or tenant may, at their portion and at their own expense, engage the services of other persons and/or entities who shall provide security services in addition to that referred to herein for their respective unit/s. without in any manner limiting the scope of the duties and responsibilities of the person and/or entity designated to provide the security services, such person and/or entity shall:

- (i) At all times maintain peace and order within the condominium compound and the immediately surrounding areas;
- (ii) Maintain a record to monitor the ingress and egress of persons and vehicles to and from the condominium compound;
- (iii) Require the presentation of appropriate identification cards prior to entry to or departure from the condominium compound;
- (iv) Inspect any article or merchandise being delivered to or removed from the condominium compound and require from any person in the custody of such article or merchandise appropriate proof of authority for such delivery or removal;
- (v) Enforce the provisions relating to health and safety specified herein;
- (vi) Assist all unit owners during emergencies; and
- (vii) Perform such acts as may be required by the Condominium Administrator.

To facilitate the inspection of any article or merchandise to be removed from the Condominium Compound, the condominium administrator shall issue a standard form of pass, which shall be issued by the unit owner and tenant or its duly authorized representative. Each unit Owner and Tenant shall provide the condominium administrator with their respective list/s of signatories who shall be authorized to sign such pass.

(c) Loss and Damage

To ensure the security of all units, each unit owner and tenant shall:

- (i) Install appropriate safety-lock devices wherever required in the units;
- (ii) Maintain a registry book for all guests who visit or frequent their units;
- (iii) Immediately notify and/or report to the condominium administrator any activities which may result in loss and/or damage to any of the units, the unit owners, tenants and/or the condominium project or any portion thereof;
- (iv) Surrender to the condominium administrator the keys to the unit when the same is not to be used for a period of more than fifteen (15) days and, prior to occupancy of the unit, provide the condominium administrator with a duplicate key to their respective units; and
- (v) Cooperate with and assist the condominium administrator and all the members of the security services in the performance by such entities of their respective duties.

(d) Vehicles and Parking

The Condominium Administrator shall designate and assign the parking slots to be used by the unit owners and/or tenants for their respective vehicles. The Condominium Administrator may, from time to time and with prior notice, re-assign the parking slots designated to the unit owner and/or tenants.

Each unit owner and tenant shall be entitled to one (1) parking slot (for every 150 square meters of office space) for each vehicle registered under its name provided that a unit owner and tenant shall, in the aggregate, be entitled to _____ () parking slots. Each unit owner and tenant shall park its vehicle only on the parking slot designated to it. Parking of vehicles shall be done in such a manner that the vehicle shall be within the limits of the parking slot provided for and shall not obstruct in any way other vehicles deserving to use the respective parking slots allotted to them. In the event a unit owner and/or tenant have more vehicles than the parking slots allotted, such other vehicles may be parked in the common parking areas of the condominium compound. All vehicles should be locked at all times.

All unit owners and tenants, and their respective drivers shall comply with the internal traffic rules and regulations promulgated by the condominium administrator. In addition, all parking areas shall be maintained in the state of orderliness and cleanliness as required by the condominium administrator. In no event shall a unit owner and/or tenant or any of its employees, agents and/or representatives use the parking areas of the condominium project for purposes prohibited by the condominium administrator.

Guests of unit owners and tenants shall park their vehicles in the parking areas designated by the condominium administrator. The owners and drivers of such vehicles shall comply with the rules and regulations applicable to unit owners and tenants with control to their vehicles.

The parking slots within the condominium compound shall not, by reason of the use of the same by the unit owners, tenants and/or guests, in any event, be deemed a place of deposit. The condominium corporation and/or the condominium administrator, subject to the provisions of subparagraph (f) below, shall not be held liable to the unit owner/s, tenants and/or guests for any loss and/or damage to the vehicles, or the contents thereof, arising out of the use by such unit owners, and tenants and/or guests of the parking slots designated to them.

(e) Other Measures

In addition to the foregoing rules relating to Health and Safety, the condominium corporation shall have the right to:

- (i) Determine the time during which entry to the condominium compound is strictly restricted to unit owners; and
- (ii) Promulgate such rules and regulations, which protect the interests of the occupants of the condominium compound.

(f) Non-Liability

Except for acts constituting gross negligence or willful misconduct on the part of the condominium administrator, the latter shall not be held liable

for any loss or damage suffered or incurred by any unit owner and/or tenant by reason or as a consequence of failure on the part of such unit owner and/or tenant to comply with the rules and regulations on Health and Safety set forth herein.

SECTION 6. THE CONDOMINIUM CORPORATION

6.01 Membership

Every unit owner shall automatically be a member of the condominium corporation. Subject to the provisions specified herein and set forth in section 6.02 below, no other person and/or entity shall be allowed to become a member of the condominium corporation. Membership in the condominium corporation shall not be transferable separately from the unit of which it pertains, and a transfer or conveyance of a unit shall automatically include the transfer or conveyance of membership in the condominium corporation.

6.02 Voting Rights

The condominium corporation shall have one class of voting membership. Voting members shall be all unit owners, and except as hereinafter provided in this Section 6.02, a Unit Owner shall be entitled to one vote for each unit of which he/it is the record owner of. When more than one person and/or entity holds such interest or interests in any unit, all such persons and/or entities shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be most with respect to any such unit.

6.03 Management

All the property, business and affairs of the condominium corporation shall be managed and administered by the Board of Directors consisting of five (5) members. The directors shall be elected by the unit owners at their annual meeting in accordance with the provisions of the By-laws of the condominium corporation and of the Corporation Code.

The Board of Directors shall meet at such times and in such places as may be determined by the Board. Three (3) directors shall constitute a quorum for meetings of the Board and a majority of such quorum shall be necessary to approve and adopt any corporate act or resolution. Notices and agenda of all meetings of the Board shall be sent to each director at least one (1) day before each meeting. The Board of Directors shall appoint and elect such officers and create such committees as may be deemed necessary in accordance with applicable laws.

6.04 Powers of the Board of Directors

In addition to such other powers as may be vested herein or by law in the Board of Directors, the Board is hereby empowered and authorized to:

- (i) Appoint and designate the condominium administrator, and exercise supervision over the latter in the implementation and enforcement of the rules and regulations;

- (ii) Fix and levy regular assessments, and special assessments for the operation, maintenance, repair, improvement and/or administration of the condominium project;
- (iii) Obtain and maintain insurance coverage for the condominium project against loss or damage by fire, casualty, third party liability, workmen's compensation and other insurable risks;
- (iv) Purchase, lease, obtain and/or contract for materials, equipment, supplies, labor and services for the operation, maintenance, repair, improvement and utility of the common areas;
- (v) Purchase and/or lease any or all units sold or leased by unit owners and dispose of and/or sublease such units under such terms and conditions beneficial to the condominium corporation;
- (vi) From time to time, issue regulations relating to the use by the unit owners of the condominium project, and/or revise, amend or modify the Rules and Regulations as and when the Board deems necessary; and
- (vii) Perform such acts and execute such deeds, which are for the interest and benefit of the condominium corporation

SECTION 7. DUES

7.01 Assessment

Dues shall be assessed by the condominium administrator in accordance with the Master Deed and By-Laws of the Condominium Corporation. The unit owners and/or tenants shall be liable for the payment of the dues on the date specified in the statement of accounts issued by the condominium administrator.

7.02 Purpose of Dues

- (a) Regular assessments shall be used to defray the operating expenses of the condominium corporation as well as such amounts required for the purpose of creating and maintaining a special fund for capital expenditures on the common areas of the condominium project, including the cost of extraordinary repairs, reconstruction or restoration necessitated by damage, depreciation, obsolescence, expropriation or condemnation of the common areas or any part thereof, as well as the cost of improvements or additions thereto authorized in accordance with the provisions of the By-Laws of the Condominium Corporation.
- (b) Special assessments shall be used to make up the deficiency, if any, in case the special fund provided for above, together with the insurance or other proceeds of recovery are insufficient to cover the cost of such capital expenditures on the common areas.

7.03 Delinquent Dues

Delinquent dues shall bear interest at the rate specified under Section 5.3 of the Master Deed without prejudice, however, to the right of the condominium corporation to impose an additional amount as penalty on such delinquent account. Unpaid dues shall constitute a special lien on the unit and collection of the same may be enforced in accordance with the relevant provisions of the Master Deed.

SECTION 8. IMPOSITION OF PENALTIES

8.01 Liability

Any violation of the Rules and Regulations or the Master Deed which constitutes a crime punishable under the Revised Penal Code, special law or administrative rule or regulation shall be reported by the condominium administrator to the proper law enforcement agencies for investigation and prosecution. Any violation which results in legal prosecution shall include the condominium corporation as an offended party who by virtue of such inclusion may sue for the recovery of damages it may suffer and/or incur as a result of such violation.

Any other violation not falling within the purview of the immediately preceding paragraph shall result in the imposition by the condominium corporation of such penalty as it may deem appropriate on the person and/or entity responsible for such violation after written notice has been served on such person and/or entity and a hearing conducted pursuant to such notice.

8.02 Penalties

A violation of any of the provisions of the Rules and Regulations, the master deed or by-laws of the condominium corporation shall result in the imposition by the condominium corporation of the appropriate penalty on the person and/or entity responsible. In the event the act constituting the violation continues for a certain period of time, the penalty shall be imposed for each day falling within the said period of time. The penalty referred to herein shall be without prejudice to such other relief such as abatement, which may be sought and prayed for, in any legal or administrative proceeding.

SECTION 9. GENERAL PROVISIONS

9.01 Severability

If any one or more provisions contained in these Rules and Regulations shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

9.02 Effectivity

These Rules and Regulations shall take effect immediately upon approval.