

**IN THE SUPREME COURT OF BELZE, A. D. 2012**

**CLAIM NO. 531**

**(SANDRA BERGQUIST**

**CLAIMANTS**

**(PROPRIETORS OF STRATA PLAN NO. 22 LTD.**

**BETWEEN (AND**

**(MICHAEL SLUSSER**

**DEFENDANT**

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***BEFORE THE HONOURABLE MADAM JUSTICE MICHELLE ARANA***

**Mr. Said Musa, S. C., of Musa and Balderamos for the Claimants**

**Ms. Sharon Pitts of Pitts and Elrington for the Defendant**

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**J U D G M E N T**

1. This is a claim for the sum of \$139,800 BZ as arrears of maintenance fees that the Claimants allege were agreed to be paid at the rate of \$300 per month per unit from November 1<sup>st</sup>, 2005 to September 1<sup>st</sup>, 2012. The Claimants also seek \$3000 as fixed costs and \$225 as court and process fees together with interest from the due date at the rate agreed at 12% per annum.

2. The Defendant has counterclaimed as against the Claimants for payment of the sum of \$858,337.90 BZ as past maintenance fees he alleges are due under bylaws dated October 10<sup>th</sup>, 2003.

### **The Facts**

3. The following facts are those agreed to between the parties in their Agreed Statement of Facts and Issues dated 26<sup>th</sup> March, 2014:

- i. The Claimants and Defendants are the owners of the Perla Escondida Condominiums set out in Strata Plan #22 situated as Block 7 Parcel ID 42-433 in San Pedro Ambergris Caye, Belize District.
- ii. The Strata Plan #22 was registered by Jack Embry of Grantwell Ltd., the builders of the said condos, on the 11<sup>th</sup> February, 2003.
- iii. The Defendant on or about the 27<sup>th</sup> November, 2003 purchased five of the condo units from Jack Embry. He then formed a company - Perla Escondida Condominium Ltd. - with him and his wife as shareholders and with the apparent agreement of Jack Embry assumed control and management of the condo complex.
- iv. The Claimants contend that as part of the by-laws it was agreed that all proprietors of the condo units would contribute a monthly maintenance fee of \$300 per unit. The Defendant does not agree on this point.
- v. Between November 2003 and November 2005 the Defendant had control of the Administration of the condo complex in Strata Plan #22 and collected maintenance fees from all the proprietors.
- vi. During this period there was growing dissatisfaction with the administration and maintenance of the condo units and the common area.
- vii. The Claimants contend that at a general meeting of the proprietors held on or about the 12<sup>th</sup> November, 2005 a vote was taken to appoint a new executive committee of the proprietors to be in charge of the

administration and management of the condo complex. Seventeen of the twenty two unit holders voted to oust the Defendant and his company from the control and management of the condo complex. The Defendant however maintains that there was no proper meeting.

- viii. Since that time (November 2005) the Defendant has refused to pay any maintenance fees for any of his units and there have been a series of law suits in his attempts to gain back control without success, according to the Claimants. The Defendant, however, denies this and says that there have been no prior law suits in the parties' attempt to resolve this matter.
- ix. Sometime in the year 2010, the Defendant secured title from Jack Embry for an additional four units. He has still refused to pay maintenance fees for any of his now nine units.
- x. The Claimants claim is for arrears of maintenance fees owed by the Defendant since November 2005 to the present time.
- xi. The Defendants counter claim is for maintenance fees and loss of profits on the basis that he is still the legitimate person in charge of the condos complex comprised in Strata Plan #22.

### **The Issues**

- 4. Are the Claimants entitled to the sums claimed as unpaid maintenance fees, or is the Defendant entitled to the sums he claims as maintenance fees/loss of profits?

### **The Evidence**

- 5. At trial, the Claimants called two witnesses and the Defendant called one. Mrs. Sandra Bergquist testified in her witness statement that she is a Chartered Accountant and the owner of Unit Number 21 of the Perla

Escondida Condominiums. She stated that at the time of purchase of their respective condo units all proprietors including the Defendant Michael Slusser agreed to pay maintenance fees of \$300 per month for each unit. At that time Mr. Slusser owned 5 of the 21 units. She said that these maintenance fees would cover monthly costs of items such as cost of security guard, cost of grounds keeper, cost of maintenance staff to control the reasonable conduct and use of the common areas, general maintenance including periodic painting and repair work on the exterior of the buildings for normal wear and tear, paying cable bills and water bills for each unit. The witness said that in August 2004 Mr. Slusser distributed an Owners Quarterly Report which showed that all units has been changed to individual water meters and owners were informed that they would have to pay their own water and cable bills. She said that this action by Mr. Slusser was arbitrary and unilateral and taken without any meeting or consultation with the other owners. She also stated that there was never any security service or grounds keeping staff provided by the Defendant's Management Company. In September 2004, Mr. Slusser unilaterally raised the maintenance fees to US \$165 per month despite the fact that the services covenanted were terminated. As a consequence, a general meeting was

convened on or about the 14<sup>th</sup> November, 2005 of all the proprietors of Perla Escondida and all those in attendance whether in person or by proxy. The minutes of the meeting are attached to the witness statement. At that meeting all the owners present voted to establish their own Home Owners Association to manage the condominiums of Strata No. 22. Attorney Michael Peyrefitte was invited and was present and advised the owners how to proceed. The owners also voted to nominate three new representatives of the Proprietors Strata Plan No. 22. The nominees were Chuck Merritt, Billy Doerr and Sandra Bergquist. It was further agreed that the maintenance fee for each unit would remain at \$300 BZ or \$150 US per month. On November 4<sup>th</sup>, 2009 the Home Owners Association was duly incorporated as the Proprietors of Strata Plan No. 22 with Don Richardson and Sandra Bergquist as Directors. Since November 2005 to the present, Mr. Slusser has defaulted in the payment of his maintenance fee for any of his units. In 2010 he secured title to an additional four units bringing his total to nine units. The total owed by Mr. Slusser for maintenance fees are \$139,800 for the period January 11<sup>th</sup>, 2005 to January 10<sup>th</sup>, 2012.

6. Mrs. Bergquist was cross examined by Ms. Pitts on behalf of the Defendant.

It was put to Mrs. Bergquist that there was no unanimous vote to create

the Home Owners Association at the meeting of proprietors on November 14<sup>th</sup>, 2005. The witness said yes and that all homeowners were notified including Mr. Slusser and his wife Teresa Clegman. Mr. Slusser and his wife did not attend. Every other homeowner was present or voted by proxy or by telephone. It was clarified by the court that what the witness meant is that Mr. Slusser and his wife did not attend the meeting, but all the other members who participated in the meeting voted unanimously for the establishment of the Home Owners Association. Mr. Slusser did not attend and did not vote. Mrs. Bergquist was asked whether she registered any amendment to the CC & Rs (by-laws) in Belmopan. She said she believed they were registered by Michael Peyerfitte or Elson Kaseke. She did not personally register the by-laws so she cannot say definitively that they were registered, but she believes one of those attorneys did. It was put to her that the company Strata Plan No. 22 was registered under the Companies Act and not under the strata lot. She agreed and said as far as she knew everything was registered under Strata Plan No. 22. Her personal title to her unit would come from the Land Registry and it was issued by Grantwell Ltd. (a company owned by the developer Jack Embry). She said she searched the Land Registry in Belmopan personally prior to purchasing

her unit. In answer to the question whether she was aware that there were restricted covenant conditions and restrictions on her unit at the time she bought it, the witness said she didn't ask about covenants. She was there to find out if the title was clear or not. It was put to her that the CC & Rs were registered at the time of her purchase and provided for the management and administration of all the units. Mrs. Bergquist said that she got a copy of the CC & Rs a couple months after she bought her unit and upon reading them saw what the management was supposed to be providing to the proprietors. Mr. Jack Embry, the developer who built the units, gave her a copy. The witness was asked whether the CC & Rs made certain provisions for its amendment. She agreed. Mrs. Bergquist was asked if Article 12(5) of the CC & Rs required that amendment be done by "*an instrument approved in writing by not less than 2/3 of the owners together with the Declarant and/or Management Company*". She agreed and said that they did have 2/3 votes at the meeting since 17 of the 21 owners agreed. She was asked if she was aware of the additional requirement that there also had to be an agreement in writing by the Management Company as the Declarant after the meeting. The witness said she knew of the requirement and said that the Defendant refused to participate in the meeting. She agreed with

counsel's suggestion that the owners did not get permission from Michael Slusser to register the company, but she explained that they did not feel they needed his authority since they had 2/3 votes and he had already breached his own CC & Rs. It was put to the witness that she was aware that the amendments sought could not be registered at the Land Registry, so as a unit holder she sought to have a company registered under the Companies Act to get around the provisions of the Strata Title Registration Law. Mrs. Bergquist said that she was not trying to get around anything. She simply wanted her property maintained in proper order. The Management Company was not following their own CC & Rs.

7. The second witness for the Claimant was Mr. Anthony Lopez who said he was the caretaker for Perla Escondida Condominiums and that he has been so employed for and on behalf of the Home Owners Association incorporated as Proprietors of Strata Plan No. 22 from January 17<sup>th</sup>, 2007 up to the present. He was not cross examined.
8. The sole witness for the Defence was the Defendant Michael Slusser. Mr. Slusser gave his evidence via video conferencing as he was unable to travel to Belize for the trial. He testified by two witness statements dated



August 2<sup>nd</sup>, 2013 and March 7<sup>th</sup>, 2014 respectively. Mr. Slusser stated that he is a US Resident and property owner on Coconut Drive, San Pedro Ambergris Caye. He said that there are legally registered and binding by-laws of 10<sup>th</sup> October, 2003 and that under those by-laws the Defendant is the only person that has a legal right to manage Perla Escondida Condominiums.

He said that those by-laws were unanimously agreed upon by all owners at that time and registered with the Lands Department. He alleges that the Claimants have fabricated another set of by-laws and have presented them to the court. Mr. Slusser points to Article 12(5) of the by-laws and emphasizes the requirement of approval in writing and 2/3 owners votes. He states that he is the Declarant and Management Company referred to in those by-laws and that he has never agreed to any changes to the registered by-laws. He said that he purchased his properties under the terms of those same by-laws and never agreed to nor signed any documents that would bind him to pay any sums to anybody. Mr. Slusser also said that a small group of owners (including Mrs. Sandra Bergquist and a few others) disagreed with the Management Company and disregarded the registered by-laws and set out on their own to form their own company

with their own set of rules. They are attempting to force their will on all other owners, without any legal basis. He also says that the new by-laws produced by the Claimants have no validity over him and his properties. He purchased his properties years before the Claimants produced these new by-laws. He never agreed in any form to the Claimant's by-laws. He also asks the Claimant to produce a date as to when their by-laws were fabricated and the instrument in writing wherein all owners unanimously agreed, and produce the registration stamp and date of the Lands Department where the instrument would have been registered. Mr. Slusser states that he is the lawful owner of the names Perla Escondida and Perla Escondida Condominiums as registered with the Corporations Department. He claims that all new owners were given a copy of the by-laws since 25<sup>th</sup> November, 2003, the date of the Contract of Sale and Management Agreement by his Management Company, and that all those sales agreements/contracts between new purchasers and the vendor Grantwell Ltd., also known as Jack Embry, contain the following provision:  
*"Purchaser(s) agree by the signing of this Contract Agreement to abide by all Covenants, Conditions, and Restrictions of PERLA ESCONDIDA*

*CONDOMINIUMS, and will sign said CC & Rs and have on record that they have read and agree with all the CC & Rs.”*

Finally, Mr. Slusser states that he was given a copy of those CC & Rs by Mr. Embry on or about July 2003 and that those by-laws have been registered with the Government of Belize on October 10<sup>th</sup>, 2003. He also mentions that on or about June 2003 he met one Ms. Welch, Head of the Belize Lands Department, at the Lands Registry and had a conversation with her, and that Ms. Welch assured him that those by-laws were registered saying: *“The registered by-laws are not set out exactly word for word as they are in the Strata Law, but they contain all the elements of the Strata law. They follow the law and therefore are legal and duly registered. I see no problem with them.”*

9. Mr. Slusser was cross examined by Mr. Musa, SC, on behalf of the Claimants. He was asked who made the by-laws that he referred to in his witness statement. He replied Jack Embry and that the name of the institution that created the by-laws was Grantwell Ltd. He was asked whether the by-laws and CC & Rs are the same thing and the witness said yes. He also agreed with Learned Counsel’s suggestion that the document

tendered on his behalf in evidence was entitled Perla Escondida Condominiums Ltd. and not Grantwell Ltd. Mr. Slusser also explained that, *“By Contract of Sale and Management Agreement dated 25<sup>th</sup> day of November, 2003 between Grantwell Ltd. and Perla Escondida Ltd., Perla Escondida became the Declarant as provided for in section 4 of the by-laws or CCRs. It refers to its successors and assigns Grantwell Ltd. assigned Perla Escondida as the Declarant and Management Company under that Contract of Sale and Management Agreement of November 25<sup>th</sup>, 2003.”*

It was put to Mr. Slusser that the CC & Rs document on which he is relying is not registered. His answer was, *“Okay. I understand what you are saying”*. It was also put to Mr. Slusser that when one looks at the title of the property in the Lands Registry it is showing that that title to Strata Plan No. 22 is registered in the name of the Proprietors of Strata Plan No. 22. The witness was shown the registered title extracted from the Land Registry on January 20<sup>th</sup>, 2014. Counsel read the extract to the witness as follows: *“11<sup>th</sup> February, 2003 Restriction: No dealings in this land unless by order of the Court or Registrar”*. And under Encumbrances it says, *“Registers in respect of strata lots have been opened; that no encumbrances or restrictions are noted on the title”*. After reading the extract to him, it

was put to Mr. Slusser again that the by-laws on which he is relying were never registered. The witness replied that he understands what Counsel is saying but as far as he knows the by-laws were registered. Counsel then said the extract shows that the bylaws of his own client were also not registered and on that basis, the only bylaws that can affect this case are those bylaws that are set out in the First Schedule and the Second Schedule to the strata law. Mr. Slusser disagreed. It was later put to him that in 2005 he owned 4 condos. He said 5. He agreed that he took over management of the condos and proprietors like Don Richardson started paying maintenance fees to him. He also agreed that he was charging \$300 BZ per month. He was asked if by late 2005 there was a lot of discontent with his management of the condominium complex. He said he did not know. Many suggestions were put to him that the complex was neglected and abandoned, pool was not functional and the boat pier was in a state of disrepair. He disagreed and said that he gave Jack Embry one million dollars US for the properties and he would not let one million dollars in disrepair. Mr. Slusser said that he never met with the proprietors to discuss their dissatisfaction with his services as manager. He conceded that he did receive emails complaining about construction defects, sewer gas smell,

building structure and he relayed the problems to Jack Embry who fixed them. He also agreed that he has never paid the proprietors one cent since they took over management of the complex in 2005. In his view, he still owns the maintenance company and he sends out billing to the other owners. It was put to him that in his fight with Jack Embry since 2003 he has now extended that fight to the other proprietors and they are now paying the brunt. Mr. Slusser said that is not true.

Upon being re-examined by Ms. Pitts, Mr. Slusser clarified that his position is that he not only bought physical condominium units from Grantwell Ltd. and Jack Embry, he also bought the rights under the CC & Rs. He said that he never received any notice of the proprietors' meeting in 2005 where the by-laws were produced and he has never seen those by-laws.

### **Legal Submissions**

10. Mr. Musa, SC, submits that the contention of the Defendant that there are legally registered by-laws of 10<sup>th</sup> October, 2003 and that under those by-laws the Defendant or his company is the only person with a legal right to manage the Perla Escondida Condominiums, is devoid of any supporting evidence. When Mr. Slusser was shown a copy of the Land Register report

of Plan No. 22 in which no restrictions or encumbrances were noted, his response was hearsay; that he was told by a Ms. Welch at Land Registry in Belmopan that his by-laws were registered. Mr. Musa, SC, states that the simple fact is that no by-laws made by the corporation or by any proprietor of Strata Plan No. 22 were ever registered as the law required in Section 15(5) of the Act. The only binding by-laws are therefore those in the First and Second Schedule to the Act. Mr. Musa, SC, also submits that the Defendant's attempt to maintain management and control of the Corporation by the device of an agreement between him and the builder Jack Embry flies in the face of the doctrine of privity of contract. (***Chitty on Contracts*** Vol 1 28<sup>th</sup> ed at para. 19-003). Counsel then refers to the law governing strata lots as set out in Chapter 9 of the Laws of Belize. He argues that the law is based on the principle of democratic governance. No one proprietor (even if he owns several lots) is allowed to become a corporation sole with powers of control in perpetuity unless by a unanimous resolution of all the proprietors who by virtue of Section 5 are a Body Corporate.

Mr. Musa, SC, also submits that by Clause 2 of the First Schedule to the Act (the By-Laws), *“Every corporation shall control, manage, and administer the common property for the benefit of all proprietors”*.

Clauses 4-12 of the First Schedule provide for the holding of general meetings of the Corporation and Clauses 13-22 make provisions for the election of an Executive Committee of not less than three members to exercise the powers and perform the duties of the Corporation. Clause 10 of the First Schedule provides that one half of the persons entitled to vote at any general meeting whether present or by proxy shall constitute a quorum. Clause 24 provides that at any general meeting, a resolution by the vote of the meeting shall be decided by a show of hands unless a poll is demanded. There is no requirement for any unanimity to vote for a change of management. Learned Senior Counsel therefore submits that at the meeting of November 12<sup>th</sup>, 2005, there was clearly a quorum. The appointment of a new Executive Committee to manage the affairs of the Corporation, voted on by an overwhelming majority of proprietors, was valid and effectual.

In conclusion, Mr. Musa, SC, submits that the Claimants have been managing the Corporation since 2005 and that it is beyond dispute that the Defendant has not paid any maintenance fees since he lost control of management. Between November 2005 and October 2010 the Defendant owed fees for five units. He later acquired four more units and now owes



for nine units. The Claimants are therefore entitled to judgment for the amounts claimed together with interest and costs.

11. Ms. Pitts argues that the Defendant's evidence shows that he first purchased certain condominiums and management rights years before the Claimants' purported by-laws, under legal contract for property rights to strata units land and exclusive management rights over all other condos. The Defendant testified that he never got any invitation or notice to attend any meeting in San Pedro in 2005 and he has not seen any by-laws from that meeting. The Defendant maintains his rights to manage and so his right to collect fees.

Ms. Pitts further argues that the purported meeting of 2005 (absent evidence of notice to Defendant) could not abrogate or affect negatively his property rights, neither as to his realty or personal contractual rights, and is of no legal effect against him. She submits that to find otherwise would be tantamount to wrongful deprivation of property which is unconstitutional, as the Belize Constitution Section 5 guarantees and guards against wrongful deprivation of property. She submits that the purported meeting of 2005 was at most an attempt to hijack the management rights and avoid

payment of fees and to act without any or any proper regard for the Strata Law or the Defendant. Ms. Pitts argues that there was no evidence of written notice of the meeting to the Defendant, nor was there any evidence of minutes thereof. Most critically there is no evidence of any amendment or document showing registration under the Strata Titles Registration Act or Registered Land of any purported amendment or establishment of Executive Committee by Claimants at all. She says there was unanimity of ownership and decision making when Jack Embry/Grantwell Ltd. who was the unanimous owner of all condominium units at the time that a contract was entered into with the Defendant for exclusive management of the units. This contract antedated the Claimants who subsequently purchased condominium units and admitted signing an agreement to pay maintenance fees under the pre-existing binding legal entitlement of the Defendant and or his company Perla Escondida Ltd., as Assignee Successor under Contract of Sales and Management Agreement of November 25<sup>th</sup>, 2003. She cites the Strata Registration Act in Section II(2) which states that by-laws shall include by-laws set forth in the First Schedule which shall not be varied except for unanimous resolution and that the by-laws set forth in the Second Schedule may be amended or varied by the Corporation.

Ms. Pitts also cites Section 15 of the Strata Registration Act which states that no amendment or variation of any bylaw shall have effect until the relevant corporation has lodged with the Registrar a notification thereof in such form as may be prescribed and until the Registrar notifies the corporation that he has made reference thereto on the relevant registered Strata Plan. She submits therefore that the Claimants are not entitled to collect the fees they seek, that the Defendant and his company are the only valid Management Company, and that it is the Claimants who owe fees to the Defendant for services provided by him.

**Ruling**

12. I thank both Counsel for the legal submissions made on behalf of the Claimants and the Defendant in this matter. It is clear to me from the evidence that there is no set of by-laws that have been registered either by the Claimant or by the Defendant as required by the Strata Registration Act Section 15.

*“15(1) Subject to the provisions of this Act, the control, management, administration, use and enjoyment of the strata lots and the common property contained in every registered strata plan shall be regulated by by-laws.*

*(2) The by-laws shall include -*

*(a) the by-laws set forth in the First Schedule, which shall not be amended or varied except by unanimous resolution;*

*(b) the by-laws set forth in the Second Schedule, which may be amended or varied by the Corporation.*

*(3) Until by-laws are made by a Corporation in that behalf, the bylaws set forth in the First Schedule and the Second Schedule shall, as and from the registration of a strata plan, be in force for all purposes in relation to the relevant parcel and the strata lots and common property therein.*

*(4) No by-law shall operate to prohibit or restrict the devolution of strata lots or any dealing therewith or to destroy or modify any easement implied or created by this Act.*

*(5) No amendment or variation of any by-law shall have effect until the relevant Corporation has lodged with the Registrar a notification thereof in such form as may be prescribed and until the Registrar notifies the Corporation that he has made reference thereto on the relevant registered strata plan.*

*(6) Every Corporation shall, on the application of a proprietor or any person authorized in writing by him, make available for inspection the by-laws for the time being in force.*

*(7) By-laws for the time being in force shall bind every Corporation and the proprietors to the same extent as if such by-laws had respectively been signed and sealed by such Corporation and each proprietor and contained covenants on the part of such Corporation with each proprietor and on the part of each proprietor with every other proprietor and with such corporation to observe and perform all the provisions of the by-laws.”*

Section 15(3) clearly spells out what should occur in the meantime the Corporation registers its own bylaws; that is, until that event occurs, then the bylaws set forth in the First Schedule and the Second Schedule **shall** be

in force. There has been no evidence that the CC & Rs relied on by Mr. Slusser were ever registered. There is also no evidence that the bylaws produced by the Claimants were ever registered. As Mr. Musa, SC, rightly submitted, the report of the Land Register shows that the Strata Plan No. 22 is blank, with no encumbrances, covenants or restrictions on the title. In light of this, the only binding by-laws on the Strata Plan are therefore those provided in the Act itself in the First Schedule and the Second Schedule.

Looking at the by-laws as expressed in the First Schedule under the rubric **General Meetings**, Section 7, 8 , 9 and 10 set out the manner in which the proprietors are to conduct their meetings.

*“7. Every Corporation may, whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to twenty-five per centum of the total unit entitlement of the strata lots, convene an extraordinary general meeting.*

*8. Seven days notice of every general meeting specifying the place, the date and the hour of the meeting and, in case of special business, the general nature of such business, shall be given to all proprietors and registered first chargees who have notified their interest to the Corporation, but accidental omission to give such notice to any proprietor or to any registered first charge of non-receipt of such notice shall not invalidate any proceedings at any such meeting.*

*9. All business shall be deemed special that is transacted at an annual or extraordinary general meeting, with the exception of the consideration of accounts.*

*10. Save as is in these by-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One half of the persons entitled to vote present in person or by proxy shall constitute a quorum."*

I note in particular that Section 8 provides expressly that accidental omission to give notice to any proprietor shall not invalidate the proceedings at any such meeting. I believe on a balance of probabilities the evidence of Ms. Bergquist that Mr. Slusser was in fact given notice of the meeting but he chose not to attend. Given the high state of discontent of the other proprietors with Mr. Slusser's management services, (he reluctantly conceded in cross examination that he had received emails of complaints from other owners on various issues such as building defects, sewer gas smell, etc.) I find that it is more likely than not that he and his wife refused to participate in that meeting. However, even if there was accidental omission to give him notice, the section provides that this failure would not invalidate the proceedings at that meeting.

I also agree with Mr. Musa, SC, that the contract between Jack Embry/Grantwell Ltd. and Michael Slusser/Perla Escondida does not and cannot bind other proprietors under the doctrine of privity of contract. That is trite law.

I do not agree with Ms. Pitts' submission that unanimity was necessary to change the management of the strata plan. Under the First Schedule to the Strata Act, which is the only binding by-laws, Section 16 clearly sets out the situations where unanimous resolutions are required and those are for easements or restrictive covenants.

Looking at the Minutes of the Meeting of the proprietors dated November 12<sup>th</sup>, 2005 as exhibited to the witness statement of Sandra Bergquist, I find that there was quorum of voters as required by Section 10.

*"10. Save as is in these by-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. One half of the persons entitled to vote present in person or by proxy shall constitute a quorum."*

The Minutes reflect that there were 22 owners of condominiums at that time and 17 voted (personally or by proxy). I find that the resolutions passed at that meeting were valid and in keeping with the requirements of the by-laws in the First Schedule and Second Schedule of the Strata Titles Registration Act Chapter 196 of the Laws of Belize.

I therefore find in favor of the Claimants on this claim in the total sum of \$143,025 (including Legal Practitioner's fixed costs of \$3,000) plus interest from the due date at 12% per annum. The Defendant's counterclaim is struck out.

***Dated this 22<sup>nd</sup> day of December, 2014***

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**Michelle Arana  
Supreme Court Judge**