



THE ALTONA



# A MASTERPIECE

ON MCDONALD, IKOYI



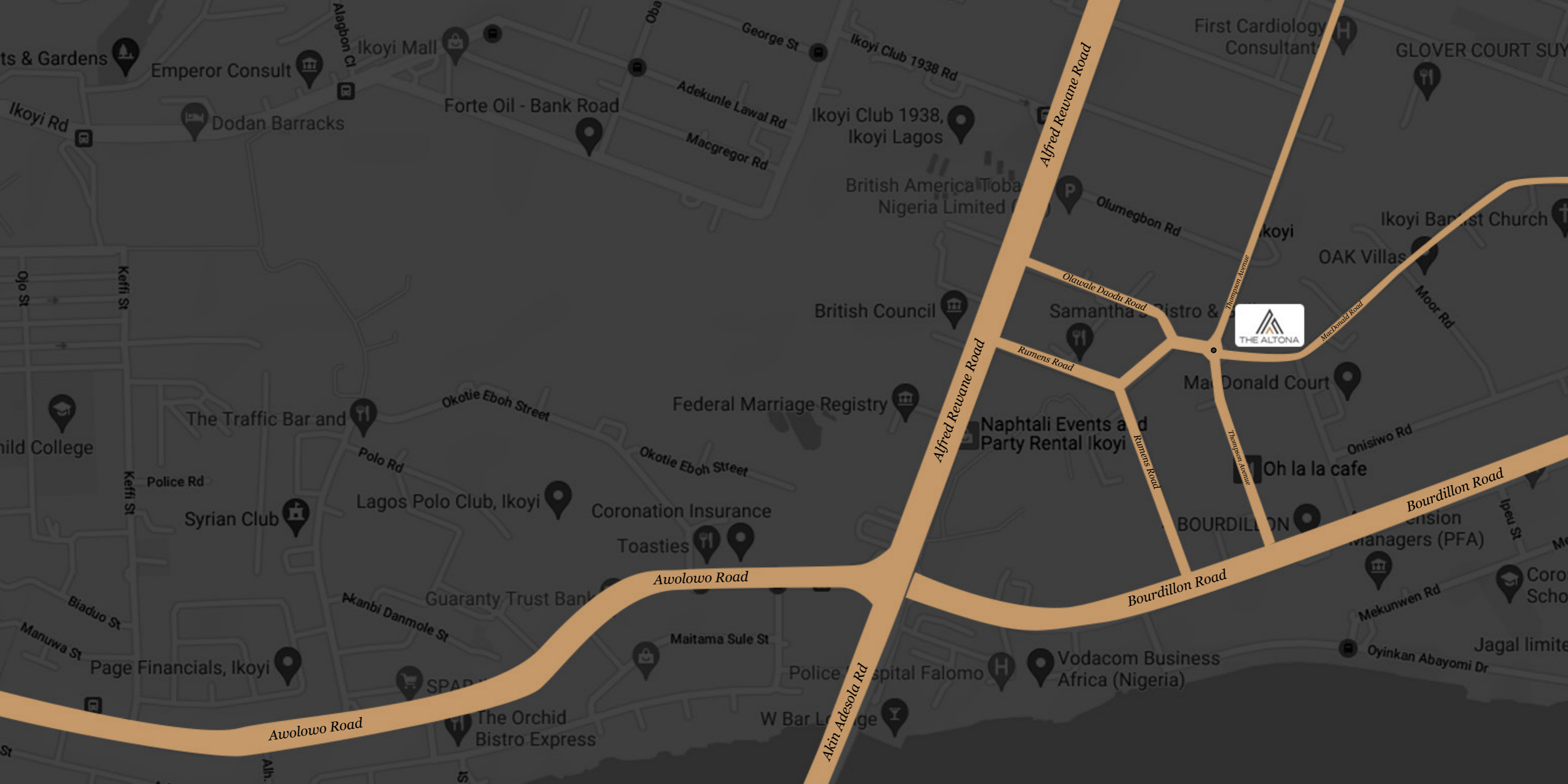
THE ALTONA

Introducing Abigail Michael's first property development, a masterpiece sitting on about 2,000 square meters in the prestigious location of Ikoyi, Lagos.

'The Altona on McDonald' is a product of our genuine understanding of luxury, honed in over 16 years of building the well-known 'IL Bagno' Brand.

The Altona is a response to the most sophisticated demands of our premier clients, a desire to bring together the finest of interior finishes to the most desired of locations to create the ultimate lifestyle solutions for clients who appreciate the finer things in life. With 6 units of 3-bedroom flats and 3 penthouse residences, The Altona Residences are as exclusive as it gets.

*There is more to life than ordinary.*



Alfred Rewane Road

Alfred Rewane Road

Bourdillon Road

Bourdillon Road

Awolowo Road

Awolowo Road

Akin Adesola Rd

Olawale Daodu Road

Rumens Road

Rumens Road

Thompson Avenue

MacDonald Road

Okotie Eboh Street

Okotie Eboh Street

Polo Rd

Police Rd

Biaduo St

Manuwa St

Pkanbi Danmole St

Maitama Sule St

Mekunwen Rd

Oyinkan Abayomi Dr

Ipeju St

Onisiwo Rd

OAK Villas

Ikoyi Baptist Church

First Cardiology Consultant

Ikoyi Club 1938, Ikoyi Lagos

British American Tobacco Nigeria Limited

British Council

Samantha's Bistro & Bar

Naphtali Events and Party Rental Ikoyi

MacDonald Court

Oh la la cafe

Insurance Managers (PFA)

Coro Scho

Jagal limite

Police Hospital Falomo

Vodacom Business Africa (Nigeria)

The Orchid Bistro Express

W Bar Lounge

Dodan Barracks

Forte Oil - Bank Road

Macgregor Rd

Adekunle Lawal Rd

Ikoyi Club 1938 Rd

George St

Ikoyi Mall

Emperor Consult

ts & Gardens

Ikoyi Rd

Ojo St

Kefti St

Kefti St

St

Alh.

St



THE ALTONA



# At the heart of Ikoyi

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Ikoyi screams affluence and peaceful cosmopolitan vibes always; with its many high-rise apartment buildings, five-star hotels, and one of Africa's largest golf courses.

In a nook that separates you from the rest of the city but still makes everything that matters accessible to you.





### LEISURE

Ikoyi golf course provides an amazing leisure opportunity close to The Altona On McDonald



### RECREATION

A range of sporting activities are readily available in Ikoyi like the Lagos Polo club for a more active lifestyle



### JETTY

Set off on sail and explore Lagos, Nigeria in a unique way. The Five Cowries Terminal offers easy access to Lagos waterway





### **BUSINESS**

The Altona On McDonald is within easy reach of the principal commercial centre in the city

### **CONNECTIONS**

The Lekki-Ikoyi link bridge offers a direct route to the heart of the Lekki peninsula





## HOSPITALITY

The perfect place to stay and explore the ever engaging Lagos for visitors are available in Ikoyi

## FINE DINNING

Some of the most exquisite restaurants are within easy reach from The Altona



## SUPERMARKETS

Ikoyi's diverse markets provide an array of fresh local produce, textiles and fabrics, industrial and consumer goods

## CONNECTIONS

Within 3 minutes drive of The Altona On McDonald is the Falomo bridge which offers direct access to Victoria Island



**The Perfect  
Blend Of**

**Live . Work . Play**

*Lifestyle*



RECEPTION



Edged between the peace  
of the Lagos Lagoon and the  
bustle of the metropolitan city.

The Altona introduces you to  
the best of both worlds and a  
whole new way to live life...

*Luxuriously*

RECEPTION

# *Experience* **The Altona**



SWIMMING POOL



24 HOUR SURVEILLANCE



DEDICATED CONCIERGE



PRIVATE SECURITY



STAFF QUARTERS



VISITORS PARKING



GYMNASIUM



**POOL SIDE JACUZZI**



**ROOF TOP TERRACE**



**VALET PARKING**



**ON-SITE FACILITY MANAGEMENT OFFICE**





ANTE ROOM

# Exclusive

The Altona On McDonald is an exclusive new development set in the beautiful suburb of Ikoyi, offering a selection of luxury apartments all set within a beautifully landscaped gated garden.



MAIN LOUNGE



MASTER BEDROOM



DINNING



*Sophisticated*

The Altona On McDonald provides an unrivalled standard of living unsurpassed by any development before now. Each flat is finished to meet the highest standards available anywhere in the world.

The quality of services and facilities that The Altona provides will ensure a life lived to the fullest for every resident.



PRIVATE LOUNGE



KITCHEN



# Prestigious

The Altona sits perfectly at the intersection of Thompson Avenue and McDonald Road, in the heart of highbrow Ikoyi.

Finished to perfection, it is the IL Bagno 'sweet shop' come to life, a dream come true for our interior designers and architects.

The brief was for them to create their dream project. They held nothing back. You only need enter our world to experience the new way to live.



CLOSET



STUDY



STUDY LOBBY

## SPECIFICATIONS

### APARTMENTS

#### KITCHEN

- Supplier – Siematic (High End German Brand)
- Appliances – Bosch stainless steel single oven/microwave/gas hob/chimney extractor
- Integrated dishwasher and fridge/freezer
- Composite stone worktops
- Blanco Double stainless steel sinks/Hansgrohe Mixer

#### BATHROOMS

- Duravit, Edone, Laufen, Gessi Sanitary Wares
- Hansgrohe Brassware + Showers
- Edone Mirror Cabinets to Master Ensuite
- Full height Porcelain wall tiles to all bathrooms from Mirage/Settecento
- Colombo Design Accessories to all other bathrooms
- Mirage Porcelain flooring to all bathrooms

#### INTERIOR FINISHES

- Viva Internal doors made of glass
- Poliform Master bedroom wardrobe with full height mirror fronted sliding doors and fitted interiors
- Mirage Porcelain floor tiles to kitchen and other areas
- Jung Electrical Fittings and video door entry
- Iguzzini Downlighters to kitchen area, all bathrooms and bedrooms
- Poliform Wardrobes with sensors/LED lights
- Sound solution by Hausba
- Mirror Doors to all bathrooms
- TV/FM/satellite point to living/dining room.
- Wifi Routers Pre-installed
- DVD or satellite player receiver at all TV point
- Sicis Feature wall in Living Room
- Central comfort cooling to all rooms
- Oikos security doors
- Access Control

All measurements and floorplans at this stage are indicative of final specification only

## SPECIFICATIONS

### THE PENTHOUSES

#### KITCHEN

- Supplier – Siematic (High End German Brand)
- Appliances – Miele stainless steel two single ovens/ microwave/gas hob/coffee machine/wine cooler
- Integrated dishwasher
- Miele 90cm integrated fridge/freezer
- Blanco Double stainless steel sinks/Hansgrohe Mixer
- Composite stone worktops

#### BATHROOMS

- Master en-suite includes luxurious wet room and a modern free-standing bath all from Edone
- Duravit sanitary ware
- Hansgrohe chrome brassware
- Emco Recessed mirror fronted cabinets
- Mirage Full height porcelain wall tiles to Master en-suite
- Mirage Porcelain wall tiles to other bathrooms

#### INTERIOR FINISHES

- Viva Glass Internal doors
- Sound Solution By Hausba
- Master bedroom walk in Closet by Poliform
- Mirage flooring to all areas
- Sicis Feature wall in Living Room
- Oikos security doors

All measurements and floorplans at this stage are indicative of final specification only



BATHROOM



# The Apartments

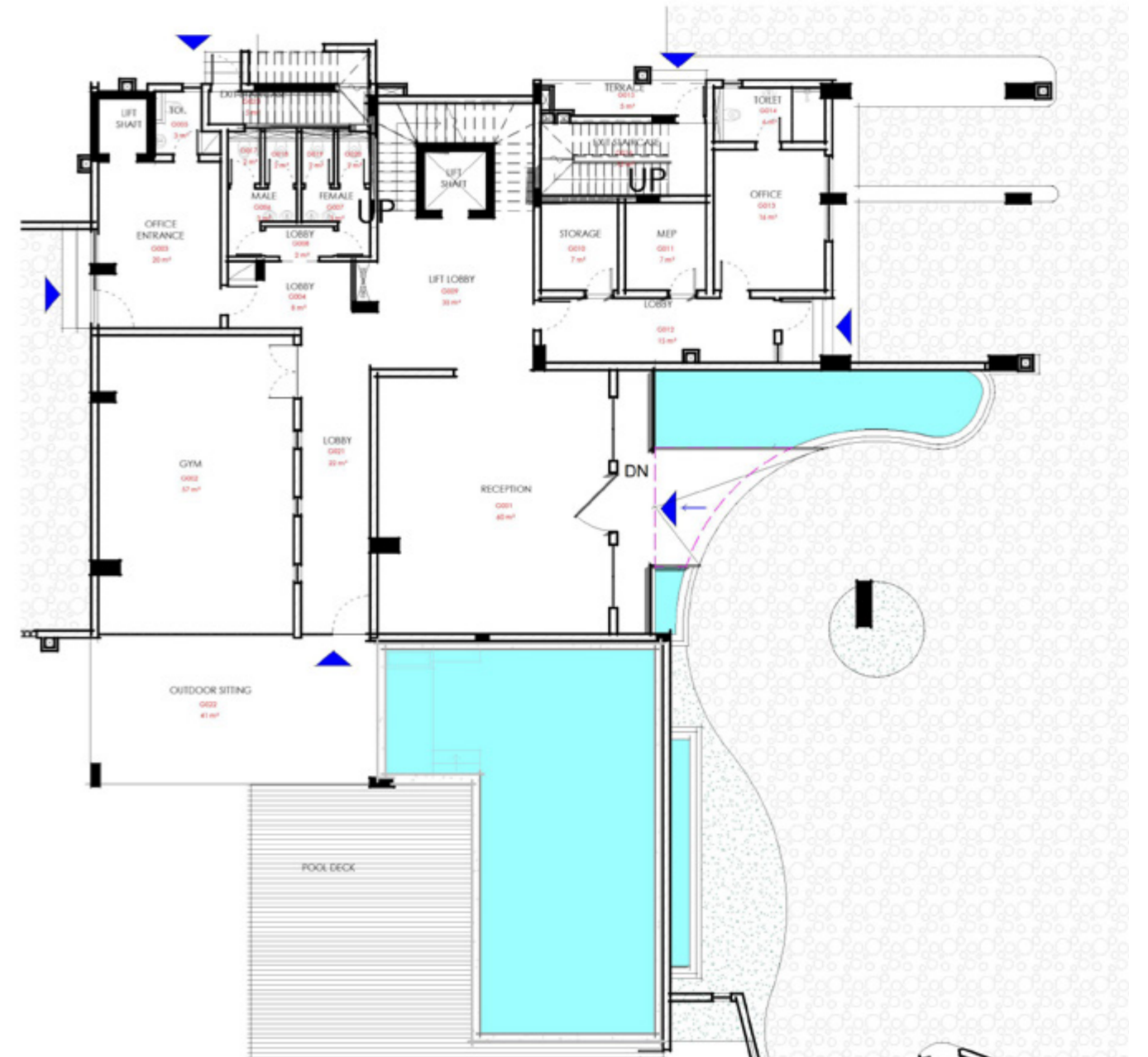
Luxury is a promise of quality achieved by the application of a high level of innovation and the refinement of established standards on every level.

It is a concept defined by the finest materials and expert craftsmanship, that produces exceptional and unparalleled aesthetics in product design, or meticulous attention to detail and precision in the delivery of a service.

SITE PLAN



GROUND FLOOR PLAN





APARTMENT FLOOR PLAN



PENTHOUSE FLOOR PLAN



## AMENITIES

The Altona on McDonald provides a superior standard of living.

Each home has been crafted and finished to a high standard incorporating many desirable details from Italian and German designed kitchens to Italian doors and tiles to all bathrooms, bedrooms and living areas.

The prestigious penthouse also features mood-control lighting, and outdoor living areas.

The exceptional quality is also reflected in the services and facilities available. Security features include entry to the development via secure electric gates and video entry phone system. CCTV technology is installed throughout and all homes are pre-wired for an alarm system of choice.

Added benefits include a dedicated concierge and off-street secure parking for all residents, as well as ample visitor parking outside. The property also has Valet parking for residents during daytime hours.

## TENURES & DISCLOSURE

### THE APARTMENTS

Outright Purchase

### Services Charge

TBD (To be determined)

### THE PENTHOUSE

Outright Purchase

### Services Charge

TBD (To be determined)

TECHNICAL PARTNERS



FACILITY SERVICING



DEVELOPED BY



**ABIGAILMICHAEL**  
PROPERTIES | LIFESTYLE

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+234 803 742 0000  
+234 803 534 1111

CONSULTANT TEAMS

<b>ARCHITECTS</b>	<b>IDLEWOODS</b>
<b>MAIN CONTRACTOR</b>	<b>VITA CONSTRUCTION</b>
<b>QUANTITY SURVEYORS</b>	<b>COSTEC CONSULTANTS</b>
<b>MECHANICAL/ELECTRICAL CONSULTANTS</b>	<b>TOPKLAN ENGINEERING SERVICES</b>
<b>STRUCTURAL ENGINEERS</b>	<b>RIBIAX ENGINEERING LIMITED</b>
<b>INTERIOR DESIGNS</b>	<b>CC INTERIORS</b>
<b>PROCUREMENT CONSULTANT</b>	<b>IL BAGNO</b>
<b>M&amp;E CONTRACTOR</b>	<b>SCS SOLUTIONS</b>
<b>PILING CONTRACTOR</b>	<b>TREVI FOUNDATIONS</b>
<b>PROJECT MANAGERS</b>	<b>CCP LLP</b>



Bye

Laws



**1. DEFINITIONS AND INTERPRETATIONS**

**1.1. DEFINITIONS:**

In these Laws, unless the context requires otherwise:

**Board** means the Board of Directors of The Altona on McDonald Limited.

**Building** means the Units situate at 9A MacDonald Street, Ikoyi, Lagos.

**Common Areas** includes:

- The land on which the Building is located;
- The foundation, column, girder, beams, supports, main walls, roof, hall, corridors, lobby, stairs, stairways, fire-escapes, entrances and exits of the Buildings;
- The yard, garden other than those allotted for private use, parking areas and storage spaces;
- The premises used as offices, storerooms and recreational areas;
- Installation for the central services such as power, light, etc.;
- The elevator, tanks, pumps compressor, ducts, filtration apparatus, communication facilities such as cable for television and internet access, security equipment and installations existing for common use;
- The footpath, driveways, pathways and the recreational and other facilities such as the swimming pool;
- All other parts of the property necessary, or convenient to its existence, maintenance and safety, or normally in common use that are constructed for the common use and enjoyment of all residents of The Altona Residences, maintained and otherwise managed by the facility/estate manager or its agents.

**Company Secretary** means the secretary of the Company or any other person performing the role in the future.

**Community** means the Owners and Residents of The Altona Residences.

**Estate Manager/Supervisor** shall mean the General Manager of the Company or any officer performing this role in 'the future.

**Facility Manager** shall be Faesilities Limited with RC No 1468961, or any person appointed in the future to maintain and provide related essential services in the building and occupants' apartments where necessary.

**Legal Adviser** shall be the legal advisers engaged pursuant to these laws or any person performing this role in the future.

**Management Committee or ManCom** means the Management Committee of The Altona On McDonald Limited consisting of the Chairman and other members selected from the Board.

**Office** means the administrative office located at The Altona Residences.



**Owner** means the person who has purchased a Unit in The Altona Residences and is a Shareholder of The Altona on McDonald Limited

**Resident** means any person living/residing/occupying The Altona Residences.

**Sinking Fund** means the fund to be established by the Company under these Bye Laws into which sinking fund deposits are to be made by the Owner/Resident.

**The Altona Residences** means the 6 (six) Units of 3-bedroom Flats and 3 (three) penthouses located at 9A McDonald Road Ikoyi Lagos State.

**Units** means all the 6 (six), 3 (three) bedroom ensuite flats and 3 (three) penthouses offered for sale at The Altona Residences.

**1.2. Interpretation**

**1.2.1.** Words importing the singular shall include the plural and vice versa, where the context requires;

**1.2.2.** Any reference to the natural person includes legal person and vice versa, and reference to one gender includes reference to the other gender;

**1.2.3.** references to the masculine include the feminine and references to the singular include the plural and vice versa;

**1.2.4.** Headings are inserted for ease of reference and convenience only and shall not be construed as forming part of this Agreement or used in the interpretation of any clause hereof;

**1.2.5.** Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

**1.2.6.** The Schedules form part of this Agreement and references to this Agreement include references to the Schedules.

**2. OVERARCHING PRINCIPLE**

**2.1** In its efforts to promote and sustain an outstanding community, the Parties agree that The Altona on McDonald Limited shall be guided by a set of shared values to which they shall stand committed. These values expressed as guiding principles of the Community shall be the foundation for the covenants hereunder.

**2.2** These covenants, conditions and restrictions shall run with the Building or any portion into which it may be divided and shall be binding upon all parties having or acquiring any right or title in the Units and or any part thereof.

**2.3** These Byelaws are designed with the intention of keeping the common interest of Owners/Residents in mind with the following objectives:



- 2.3.1 To ensure a safe & secure living environment for the Residents;
  - 2.3.2 To promote a comfortable and peaceful living for the Residents by ensuring that amenities and common facilities are in good shape and available to all times;
  - 2.3.3 To facilitate Residents' enjoyment of the benefits of well-connected living;
  - 2.3.4 To preserve and enhance the brand value of The Altona Residences by making it the most desirable place of abode in Lagos.
- 2.4 The Management Committee may issue additional guidelines in line with the above objectives and undertakes to communicate these guidelines to all Residents and staff occupying the Units from time to time.

**3. MEMBERSHIP OF THE COMMUNITY**

- 3.1 Any person or company who purchases a Unit in The Altona Residences or resides therein shall automatically become a member of the Community.
- 3.2 No transfer, sale, lease, assignment, conveyance of either a part or a whole of the Unit, by way of gift, or otherwise, shall be approved by the Company unless the buyer, or donee shall agree to be bound by these Byelaws and become a member of the Community with same rights and privileges as the previous owner.

**4. SINKING FUND DEPOSIT**

- 4.1 There shall be established by the Company, a sinking fund wherein all the Owners and Residents shall contribute such sinking fund deposit as to be determined by the ManCom from time to time to provide for future capital needs of The Altona Residences such as periodic repairs, renovations and replacements of any part of the Building or major infrastructure as well as the running and operations of The Altona on McDonald Limited.
- 4.2 The Owners and Residents shall make agreed payments into the Sinking Fund, at the intervals determined by the ManCom from time to time.

**5. COMPANY SECRETARY**

- 5.1 The Company shall appoint a secretary who shall be responsible to ManCom for activities relating to the following:
  - 5.1.1 keep accurate minutes of the proceedings of all meetings of the ManCom;
  - 5.1.2 give effect to the directions and decisions taken at such meetings;
  - 5.1.3 maintain a register of members;
  - 5.1.4 prepare all relevant documentation in respect of any sale, lease or mortgage of the Units;
  - 5.1.5 keep an accurate record of owners and Residences;
  - 5.1.6 generally, perform all such duties as are incidental to the office of a secretary.



**6. ESTATE MANAGER/SUPERVISOR**

- 6.1 The Company shall allow the ManCom (where it deems necessary) to engage an Estate Manager/Supervisor and other subordinate workers at a remuneration determined by the ManCom to perform such duties and services as the ManCom may determine.
- 6.2 Such manager/supervisor or other worker may be removed, dismissed or suspended by a resolution of the ManCom.
- 6.3 This is without prejudice to the ManCom's power to appoint a Facility Manager under sub-clause 8.1.

**7. LEGAL ADVISERS**

If necessary, the Company shall procure that the Mancom employ a legal adviser to advise the Committee on legal issues or represent them in respect of legal matters as the need may arise.

**8. THE MANAGEMENT COMMITTEE (ManCom)**

- 8.1. The Company shall ensure that the Board establishes a Management Committee who shall govern the affairs of the Community and shall appoint a Facility Manager to manage The Altona Residences.
- 8.2. The working hours of the Management Committee shall be from 9am – 4pm on weekdays.

**9. POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE:**

- 9.1 The ManCom shall:
  - 9.1.1 have all the powers and duties necessary for the administration of the affairs of The Altona Residences and may do all such acts, and things as directed to be exercised by law, the Memorandum and Articles of Association of the Company or by these Byelaws
  - 9.1.2. have the power to appoint sub – committees from among its members and assign such duties to them as deemed appropriate for the better upkeep of the Building.
  - 9.1.3. amplify these Byelaws and set out rules and regulations to be applicable to all Owners after they are passed in a general meeting. In the event of any doubts or contradictions, these Byelaws shall prevail.
  - 9.1.4. generally, look after and be responsible for safeguarding, promoting and protecting rights and well-being of the Owners, and enforcing their respective obligations to each other.
  - 9.1.5. represent the collective interest of the Owners.
  - 9.1.6. promote and strive for a peaceful co-existence among all members of the Community.



- 9.1.7. regulate the manner and prescribe restrictions and conditions for and under which any member shall transfer or part with the possession of his ownership of a property in The Altona Residences to ensure compliance with these Byelaws by the transferees.
- 9.1.8. have unhindered access to all its facilities located and designated as its office for operations and maintenance.
- 9.1.9. not be responsible for any loss caused to Owner which they might have suffered by any act of God such as: earthquake, flood, fire, riot or willful act of the Owner personally.
- 9.2. The Management Committee may set out such rules and regulations to be applicable to all Shareholders after they are passed in a general meeting. In the event of any doubts or contradictions, this Agreement shall prevail over such rules.
- 9.3. In emergency situations, the Chairman of the ManCom may take decisions which may be outside the purview of these Byelaws but will seek ratification for such decisions from the Committee and/or the Board of Directors at a later date.

## 10. OTHER DUTIES

The ManCom shall be responsible for:

- 10.1. the care, upkeep and surveillance of the Building, including the Common Areas and facilities.
- 10.2. the assessment and collection of all charges towards maintenance/ supply of goods and services, payment of statutory fees and the general upkeep of the Building;
- 10.3. the designation, employment, remuneration, and dismissal of any personnel necessary for the maintenance and operation of the Building, including the Common Areas and facilities;
- 10.4. setting up a proper procedure for carrying out the audit and maintaining the accounts of the Community;
- 10.5. to take steps for the recovery of all sums due to the community;
- 10.6. approving working expenses and dealing with other miscellaneous business;
- 10.7. dealing with complaints from the any member of the Community;
- 10.8. making all payments, rates, levies and taxes to the relevant Government agency and such other bodies/agencies as due by the Community;
- 10.9. the presentation of duly audited accounts of the Company to the Annual General Meeting;



- 10.10. providing guidelines and engaging contractors for the day to day management of the services and amenities to be provided in the Community;
- 10.11. To keep account records and financial statements;
- 10.12. keeping notices and minutes of its meetings, including resolutions passed, as well as copies of all correspondences received and sent, and any other documents;
- 10.13. keeping a register of all Owners and their respective shareholdings;
- 10.14. implementation a proper procedure for carrying out the audit and maintaining the accounts of the Management Committee;
- 10.15. finalizing the budget to be presented to Annual General Meeting;
- 10.16. entering into contracts with service providers.

## 11. ELECTION, TENURE AND MEETING PROCEDURE OF THE MANAGEMENT COMMITTEE

All procedures dealing with election, tenure and meetings of the management committee are stated in the Shareholders Agreement and Memorandum and Articles of Association of the Company.

## 12. OBLIGATIONS OF THE OWNER

- 12.1. The Owners shall abide by these Byelaws and follow all instructions of the Management Committee as communicated to them from time to time.
- 12.2. The Owner shall pay its Annual Service Charge as assessed and fixed by the Management Committee to the Facility Manger for the proper upkeep and maintenance of the Building; Payment of statutory fees which will also include payments of the Sinking Fund to the Management Committee for periodic repairs, renovations, replacements etc. The assessment may also include an insurance premium for a policy to cover the cost of repair damages caused by the hurricane, fire, earthquake or other hazard or calamity. The assessment shall be made pro-rata according to the size of the Unit vis-à-vis the total area of the Land on which the Building has been constructed. All such assessments shall be paid within the prescribed time and place, failing which the services rendered by the Management Committee and Facility Manager to the apartment may be forfeited, as provided for hereunder.
- 12.3. Every Owner shall ensure that the relevant Tenancy Agreement (if any) includes a clause as approved by the Management Committee, binding the occupant tenant/Resident to pay, in proper time, the service charge to the Facility Manager, along with an undertaking by the occupant to abide strictly by the rules of the Management Committee. For the avoidance of doubt, this Clause shall not absolve the Owner from its responsibility to ensure the assessment on the Apartment are paid in time, and in the event of any default by its occupant, the Owner shall make all payment as raised by the Management Committee.





- 12.4.** The Owner/Resident shall perform promptly all maintenance and repair work within his own apartment, which if omitted would affect the Building in its entirety, or in a part belonging to other owners being expressly responsible for the damages and liabilities that its failures to do so may endanger. In doing so, he shall not make any alteration, or modification which may affect the façade or the main structure of the Building or the common walls or floors between two units.
- 12.5.** The Owner/ Resident shall bear the cost of all repairs to the internal installation of his Apartment such as water, light, gas, power, sewage, telephone air conditioners, sanitary installation, doors windows, lamps and all their accessories belonging to the apartment.
- 12.6.** The Owner/Resident shall fully and without delay, reimburse the Facility Managers for any expenditure in repairing or replacing any damages to Building including the Common Areas and facilities caused through its fault.
- 12.7.** The Owner/ Resident shall grant the right of entry to any person authorized by the Management Committee or the Facility Managers, in case of any emergency originating in or threatening the apartment whether the Owner is present or not.
- 12.8.** The Owner/Resident shall permit any person authorized by the Facility Managers to enter the apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that the requests for entry are made in advance, and that such entry is at a time convenient to the Owner. In case of an emergency such right of entry shall be immediate and without notice.
- 12.9.** The Owner/Resident shall ensure that the Apartment is not used for any purpose other than residential, and other spaces allotted to them are utilized only for specified purposes for which the allotments are made. No Owner/ Resident shall use any part of the premises for any commercial purpose whatsoever.
- 12.10.** The Owner/ Resident shall ensure that their children play only at places allotted, if any, and during the hours prescribed by the Facility Managers and/or the Management Committee.
- 12.11.** The Owner/ Resident shall ensure that the Building and the Common Areas are kept clean and tidy in all respects and that garbage or trash is thrown only in the disposal installations provided for such purposes by the Facility Managers.
- 12.12.** The Owner/Resident shall ensure that the rights and privileges of other owners are respected and that no inconvenience is caused to them in any manner.
- 12.13.** The Owner shall ensure that only one family (plus domestic servants) may occupy one Unit. Sharing of Apartments, whether for monetary benefit or otherwise is not permitted.



- 12.14.** The Owner/ Resident shall not make any structural alterations or additions to the apartment without the prior consent of the Management Committee, which consent shall not be unreasonably withheld.
- 12.15.** The Owner / Resident shall ensure that he informs the Management Committee of any assignment, sub-let or sale of an apartment. Upon assignment, sub-let or sale of an apartment, every Owner/ Resident shall ensure to register such assignment, sub-let or sale with the Management Committee through the Company Secretary within 14 days of completion of such assignment, sub-let or sale.
- 12.16.** The Owner/ Resident shall ensure that within 14 days of the date of any permitted assignment, sublease, grant of probate, or administration, assent, transfer, mortgage, charge, discharge, order of court or other event, he gives notice thereof in writing to the Management Committee.
- 12.17.** The Owner/Resident shall ensure that the staff employed by him or her, bears a good character and shall be responsible for their behavior and actions while in his service.
- 12.18.** All domestic staff must be uniformed with designs as may be approved by the ManCom. Domestic staff shall also be properly identified and provided with uniforms within 2 weeks of resumption. There will be a database of all staff kept in the offices of ManCom.
- 12.19.** The Owner/ Resident shall use the lifts such a manner as not to damage them in any way, other than luggage, no package box, crate or any other article shall be permitted, except with the permission of the Committee. No single item weighing 50kg and above shall be allowed without the prior permission.
- 12.20.** The Owner/ Resident shall exercise due care about making noise or any kind or use musical instruments, radios, television sets, amplifiers, etc., that may disturb others. The Management Committee may issue additional guidelines to restrict the hours for the activities that cause noise and disturbance to the residents. No fellowship or religious gathering will be permitted.
- 12.21.** The Owner/Resident shall furnish relevant particulars of any person/persons other than the Owners themselves in occupation of their apartment as may be required by the Management Committee. A letter of authorization for such occupation shall be given to the Management Committee before the occupation.
- 12.22.** The Owner/Resident should inform the Management Committee in advance about the change in occupancy of their apartment. The Owner/ Resident should take adequate care that no damage is done to lifts or any other Common Area due to this movement. The cost of repairing any major damages, at the discretion of Management Committee, will be charged to the owner's service charge account.



- 12.23.** The Owner/Resident shall not sell, or otherwise transfer their Unit to anyone without prior notice to the Management Committee and/or without paying in full amounts due to the Management Committee and Facility Managers. Any default in this regard will result in the transferee being denied any or all of the services rendered by the Facility Managers including the supply of services that require upkeep and maintenance on a regular basis, unless the transferee undertakes in writing to pay all the dues and does so before occupation of the Apartment.
- 12.24.** The Owner/ Resident shall not use any portion of the Common Area of the Building for social functions provided that a party for children may be held by the poolside with the written permission of the Management Committee or its authorized representative. The Committee may grant permission for such occupation for short periods for children's party at its discretion provided that the premises so used is released in the same condition as it was taken, and the cost of cleaning the premises, or repairing damages if any, is borne by the user(s). Any social function permitted by ManCom must conclude on or before 8pm.
- 12.25.** The Owner/ Resident shall not park his vehicle(s) except at the place allotted to him. Visitors' vehicles shall only be parked in the designated area in the building.
- 12.26.** The Owner/ Resident shall not install any generator, neither can he install any other machinery or equipment etc. in the Common Areas, that makes noise, or causes disturbances to other residents in any way.
- 12.27.** The Owner/ Resident shall not put up any hoarding, advertisement, notice or poster of any kind, in or on the building.
- 12.28.** The Owner/ Resident shall not hang garments, rugs, towels, bedspreads, napkins etc., from the windows, balconies, parapets, or from any of the facades of the Building, as this is strictly prohibited. Furthermore, no Owner/ Resident shall dust rugs in any manner from the windows, balconies or on the Common Areas, including the lobbies and landings.
- 12.29.** The Owner/ Resident shall not use the Common Areas for any purposes which may hurt the sentiments or feelings of any of the residents. The decision of the Management Committee shall be final in any case of difference of opinion.
- 12.30.** The Owner/ Resident shall not object to any work being undertaken by the Facility Managers and/ or the Management Committee, which is in the common interest of the owners, even if such work may cause some inconvenience to them.
- 12.31.** The Owner/ Resident shall not, under any circumstance, threaten, abuse, reprimand, assault or in any way take matters up with the staff employed by the Management



- Committee or the Facility Managers, but may report any misbehavior, or neglect of duty by them to the Committee.
- 12.32.** The Management Committee may request the Owners/ Resident to desist from keeping a pet if there are reasonable complaints from the residents against it. No guard dogs will be allowed, and all pets must live in the Unit as no kennels will be allowed outside the Units. Dogs should always be on a leash or carried while using the Common Areas. Owners/Residents are to responsible to cleaning up after pets and shall bear all associated costs for a failure to so do.
- 12.33.** Any Owner who fails to pay for THREE MONTHS or more, any amounts due to the Management Committee or the Facility Managers, shall be deemed a "DEFAULTING PARTY", and shall be debarred from voting or standing for election to the Management Committee.
- 12.34.** Non-payment of any outstanding charges for three months or over, shall constitute just and sufficient reasons for the Committee or its authorized agents to deny the use of any, or all, of the facilities and services, offered to the Defaulting Party, PROVIDED that due notice in writing, which shall not be less than fifteen days, is given to the Defaulting Party. The Notice shall be sent by Registered post or delivered to the Apartment of the Defaulting Party at The Altona Residences. The ManCom shall in cases of default be entitled to instruct such Facility Manager to discontinue service to the Defaulting Party without further recourse to the Defaulting Party.
- 12.35.** In the event of the registered letter not being accepted by the Defaulting Party, the Notice shall be affixed to the main door of the Unit. On the expiry of fifteen days from the date the Notice is posted on the door of the Defaulting Party's Unit, the Management Committee shall be entitled to initiate action or withdraw services to the Defaulting Party.
- 12.36.** In the event of default in payment of the Sinking Fund, the Committee may initiate appropriate legal action to recover the dues against such defaulting member in accordance with the law.
- 12.37.** The Owner / Resident shall ensure that it obtains Identity Cards for all his staff from the Facility Manager, and this staff should always display ID Cards on their person.
- 12.38.** The Owners/ Resident shall ensure that any bulk deliveries should be taken to his/her Unit after 6pm so as not to cause a congestion at the lifts. The Concierge or Porter will handle all other deliveries.

**13. INCOME**

Funds may be raised by the Management Committee in all or any of the following ways:

- 13.1. By contribution from Owners for the Sinking Fund;
- 13.2. From the lease of space to telecommunications companies to erect a mast on the buildings;
- 13.3. Investment of the Sinking Fund deposit;
- 13.4. Or in any manner which the Management Committee might deem fit, upon ratification by the Board of Directors.

**14. MAINTENANCE / CONTRIBUTION**

- 14.1. All Owners are required to pay contributions to maintain the Building and its environs. This money is paid to the Facility Managers or the Management Committee
- 14.2. The costs of regular and periodic maintenance of the Altona Residences Contribution for maintenance shall be as follows:
  - 14.2.1 Diesel Contribution Fund;
  - 14.2.2. Service Charge; and
  - 14.2.3. Sinking Fund.

- 14.3. **Diesel Contribution Fund**  
This fund is for the day-to-day usage of diesel and paid to the Facilities Manager.

**14.4. Service Charge**

This charge is for the day-to-day recurrent expenses of maintaining the estate. This is to be paid to the facility manager. Such as:

- 14.4.1 Cost of looking after the Common Areas.
- 14.4.2. Payment of insurance premium; and
- 14.4.3. Other recurrent statutory expenses not covered by the sinking fund.

**14.5. Sinking Fund**

The sinking fund is a fund collected to provide for future capital needs. The amount in the fund is usually reserved for capital expenditure such as purchasing a new generator, replacing, repairing items in the property, replacing/ renewing of any fixtures, acquiring movable property, painting, any other debt not covered by the service charge and other capital expenses.

**15. RECOVERY OF CONTRIBUTIONS**

Once any charge becomes 30 days overdue, it will bear interest at the rate determined by the Management Committee unless the Management Committee has decided at the general meeting not to charge interest either generally or in a particular case. When a charge becomes 30 days overdue, the Management Committee shall serve a written demand on the defaulting leaseholder/Owners.



If the Owner fails to pay within 14 days after the written demand has been served, the Owner is liable for an offence amounting to the payment of a fine.

**16. CHANGE OF OWNERSHIP**

- 16.1. The Owner is only permitted to sell, transfer, or otherwise convey its Unit in accordance with the following:
  - 16.1.2. The Selling Owner shall notify in writing to the Management Committee and the Company Secretary of his intention before he conducts a sale, lease or mortgage agreement in respect of his Unit. The Legal Adviser shall review all the relevant agreements to ensure it is in conformity with these Byelaws.
  - 16.1.3. The Owner/Resident should inform the Management Committee through the Company Secretary in advance about the change in occupancy of his apartment.
  - 16.1.4. The Owner/Resident shall ensure that he informs the Management Committee through the Company Secretary of an assignment, sub-let or sale of an apartment. Every Owner/Resident shall ensure to register any assignment, sub-let or sale with the Management Committee through the Company Secretary within 14 days of completion of such assignment, sub-let or sale.
  - 16.1.5. The Owner/Resident shall ensure that within 14 days of the date of any assignment, sublease, grant of probate, or administration, assent, transfer, mortgage, charge, discharge, order of court or other event, give notice thereof in writing to the Management Committee through the Company Secretary.
  - 16.1.6. No Owner shall sell, or otherwise transfer his apartment to anyone without prior notice to the Management Committee through the Company Secretary and/or without paying in full all amounts due to the Management Committee and Facility Managers. Any default in this regard will result in the transferee being denied any or all of the services rendered by the facility managers including the supply of services that require upkeep and maintenance on a regular basis, unless the transferee undertakes in writing to pay all the dues and does so before occupation of the apartment.
  - 16.1.7. Before a sale is concluded, the Owner shall ensure he pays all the unpaid charges or fees including interest, if any, on such outstanding balances. In case of a default, all such outstanding amounts will automatically devolve to the buyer or the new lease. The following additional requirements are to be adhered to also
    - a. pay all necessary administrative costs and preparation of documentation for the transfer of shares as prescribed by the Management Committee;
    - b. transfer all your shares to the new owner by executing a share transfer form; and;
    - c. pay all outstanding services and Sinking Fund charges.
  - 16.1.8. Where the outgoing and incoming proposed Unit owner does not settle the required payment for any levy or charges before taking over the Unit, the Management Committee reserves the right to suspend all services to the said Unit if the payment for the outstanding is not made.



**16.1.9.** An Owner, who mortgages his flat, shall notify the Management Committee through the Company Secretary, the name and address of the party to whom the flat has been mortgaged and the Company Secretary shall maintain all such information in a book entitled 'Mortgages of Flats'.

**17. GENERAL INFORMATION FROM THE MANAGEMENT COMMITTEE**

**17.1.** For an administrative fee, an Owner can apply to the Management Committee through the Company Secretary for information such as the names and address of the office bearers of the Management Committee. The Owner can also inspect the following records of the Management Committee:

**17.1.2.** Minutes of General meetings and Board meetings of the Management Committee;

**17.1.3.** Books of Account; and

**17.1.4.** Other records or documents under the custody of the Management Committee.

**18. REGULATIONS, RULES AND ADMINISTRATIVE PROCEDURE:**

The Management Committee shall frame rules, regulations and procedures for the administration of Units, its Common Areas and facilities; as well as frame guidelines of restriction and measures designed to prevent the unreasonable and improper use of facilities and by respective Owners/Residents and enhance a conducive day to day living environment. Such measures/restrictions shall be implemented within a reasonable time.

**19. AMENDMENT**

These Byelaws may be amended by the Management Committee in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the Owners representing at least 1/3 (3/5) of the Owners present at a general meeting.

THE ALTONA ON MCDONALD

IKOYI, LAGOS