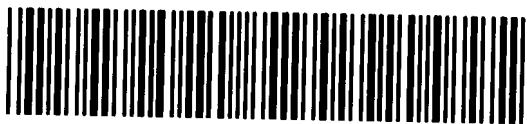


Orig. LF 11257885A



15:30 18-Sep-2009

2 of 2

Fees: \$0.00

Prefix
LF
Series
No.
2

117

LANDS TITLES REGISTRATION

OFFICE
SOUTH AUSTRALIALODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY****BELOW THIS LINE FOR AGENT USE ONLY**AGENT CODE

Lodged by: PRS Conveyancing PRSC
123 Wright Street
Correction to: Adelaide SA 5000 PRSC
PRS Conveyancing

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED
WITH INSTRUMENT (TO BE FILLED IN BY PERSON
LODGING)

1.
2.
3.
4.

Lands Services Group

13:09 21/09/2009 02-001190

REGISTRATION FEE \$117.00 ✓

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED 29.10.09 pro REGISTRAR-GENERAL 	

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

BY-LAWS
DEVELOPMENT NO 252/C359/08/001/

BY-LAWS
COMMUNITY PLAN NO 25781
50 SEATON TERRACE SEATON SA 5023

Certified Correctly prepared in
accordance with the requirements of
the Community Titles Act 1996 by the
Person who prepared the document.



Nicholas James Charles
Registered Conveyancer

123 Wright Street
Adelaide SA 5000

INDEX

1. Administration Management and Control of Common Property
2. Use and Enjoyment of Common property
3. Use and Enjoyment of the Community Lots
4. Occupiers obligation to maintain the lot in good condition
5. Disturbances
6. Insurance of Community Corporation
7. Building Insurance
8. Public Liability Insurance
9. Animals
10. SA Water
11. Statutory & Private Services
12. Internal Fencing
13. Offence
14. Community Corporation's Rights to recover Money
15. Interpretation

COMMUNITY TITLES ACT, 1996

BY-LAWS OF COMMUNITY SCHEME 50 SEATON TERRACE SEATON SA 5023

(The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the community lots comprising the scheme and persons entering the community parcel. These By-Laws may only be amended or revoked by special resolution of the Community Corporation in accordance with section 39 of the *Community Titles Act*.)

1. Administration, Management and control of Common Property

The Community Corporation is responsible for the administration management and control of the common property.

2. Use and enjoyment of Common Property

The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of residents in the Community Scheme and their visitors.

3. Use and Enjoyment of the Community Lots

A person may use a lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of land for residential purposes but must not use the lot for any other purpose unless the use has been approved by the corporation.

4. Occupiers obligation to maintain the lot in good condition

4.1 The occupier of a lot must keep the lot in a clean and tidy condition.

4.2 The occupier must properly maintain lawns and gardens in the lot.

4.3 The occupier must:-

4.3.1 store garbage in an appropriate container which prevents the escape of unpleasant odour; and

4.3.2 comply with any requirements of a Council, health or environment authority for the disposal of garbage.

4.4 The occupier of the lot must not:-

4.4.1 bring or accept objects or materials on to the site of a kind that are likely to cause justified offence to the other members of the corporation community.

4.4.2 Allow refuse to accumulate so as to cause justified offence to others.

4.5 The occupier of a lot used for residential purposes must not without the consent of the Corporation use or store on the lot any explosive, noxious or other dangerous substances.

5. Disturbances

- 5.1 The owner of a community lot must not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are unlawfully on a community lot or the Common Property.
- 5.2 The owner of a community lot must ensure, as far as practicable, that persons who are brought or allowed on to the community lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are lawfully on a community lot or the Common Property.
- 5.3 In particular the occupier of a lot must ensure that noise emission from the lot, or from the area adjacent to the lot where invitees of the occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of other lots between the hours of 12.00am midnight and 7.00am the following morning.

6. Insurance by Community Corporation

- 6.1 the Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual community lots.
- 6.2 An owner or occupier of a community lot must not, except with approval of the Community Corporation, do anything that might:-
 - 6.2.1 void or prejudice insurance effected by the Community Corporation;
 - 6.2.2 increase any insurance premium payable by the Community Corporation.

7. Building Insurance

The owner of each Community Lot Shall Insure all buildings and other improvements on the lot in accordance with their own requirements and the Community Corporation shall have no responsibility in respect thereof.

8. Public Liability Insurance

The owner of each Community Lot shall effect and keep current in respect of their Community Lot a Public risk Policy in a sum not less than \$10 million and must provide the Community Corporation as requested by the Community Corporation from time to time, evidence of a current policy of insurance by the proprietor in terms of this By-law.

9. Animals

9.1 An owner of a Community lot is entitled:-

9.1.1 to keep a cat and/or dog on a Community lot or such pet that has been approved by the Community Corporation provided such pets do not create unreasonable nuisance to the other Community Lot owners; and

9.1.2 if the occupier is a person who suffers from a disability, to keep a dog trained to assist the occupier in respect to that disability.

9.2 An owner of a Community Lot must not keep an animal on a Community Lot except as authorised by this section or the corporation.

10. SA Water

10.1 Sewer and water reticulation is by private services provided by the original developer to each Community lot to form a water meter and sewer point located at 50 Seaton Terrace Seaton SA 5023 on the Common Property.

10.2 The services are laid within the Common property and are maintained by the Community Corporation.

10.3 The Community Corporation shall ensure that each Community lot owner installs and maintains at their own cost a water meter at the boundary of this lot and the Common Property.

10.4 Each Community lot will have separate water meters and will pay and accounts for water usage direct to SA Water.

10.5 In the event that an account reasonably rendered by the Community Corporation to the lot owner is not paid within 28 days then the Community Corporation reserves the right to disconnect the water supply to the Community Lot.

11. Statutory and Private Services

11.1 The Community Corporation is responsible for and must maintain and repair the service infrastructure comprising:-

- | | |
|---------------------|-----------------------|
| (a) water and sewer | (b) telecommunication |
| (b) electricity | (d) storm water |

12 Internal Fencing

12.1 The provisions of *The Dividing Fences Act 1991* (as amended) shall apply a between the owners adjoining Community Lots.

12.2 The Boundary fences of a Community lot shall be constructed in accordance with development approval.

13. Offence

A person who contravenes or fails to comply with a provision of these By-laws is guilty of an offence.

Maximum Penalty: \$500.00

14. Community Corporation's Right to Recover Money

14.1 The Community Corporation may recover any money owing to it under the By-laws as a debt.

14.2 An owner of a Community Lot must repay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

14.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.

14.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of **TWO PERCENT (2%) PER ANNUM ABOVE THE RATE QUOTED BY THE Community Corporation's** bankers on overdraft accommodation less than \$10,000.00, calculated on daily balances commencing from the day that the money becomes due for payment.

15. Interpretation

In these By-laws:-

15.1 "Act" means the *Community Titles Act* 1996 and as amended.

15.2 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-laws are lodged.

15.3 "Community Lot" means a community lot created by Plan of Community Division referred to above.

15.4 "Community Parcel" means the whole of the land comprised in Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.

15.5 "Occupier" of a Community lot includes, if the lot is unoccupied, the owner of the lot.


15.6 Except where otherwise appears words shall have the same meaning as are set out in the Act.


TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLE OFFICE

BY-LAWS
Development No: 252/C359/08/001/

DATED the 12th day of August 2009

EXECUTION BY APPLICANT


.....
Signature of the APPLICANT (JR Kraws)


.....
Signature of WITNESS – Signed in my presence by
The APPLICANT who is either personally known
to me or has satisfied me as to his or her identity.

Nicholas James Charles
.....
Print Full Name of WITNESS (BLOCK LETTERS)

123 Wright Street
.....

Adelaide SA 5000
.....
Address of WITNESS

Business Hours Telephone Number 7129 3777
.....