

Orig. **LF 13393880**12:12 21-Oct-2020
1 of 1

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE PURPOSES ONLY




| SERIES NO | PREFIX |
|-----------|--------|
| | LF |

AGENT CODE

LODGED BY: FOUR POINTS CONVEYANCING FOUR

CORRECTION TO: FOUR POINTS CONVEYANCING FOUR

| | |
|-------------|--|
| PICK-UP NO. | |
|-------------|--|

| | |
|--|---|
| CORRECTION | PASSED  |
| FILED 2/11/2020  REGISTRAR-GENERAL  | |

* Strike through the inapplicable*

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~

~~*NOTICE OF VARIATION OF BY-LAWS~~

~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements

INSTRUMENT AFFECTED 13175353

PLAN No. CP40515

To the Registrar-General,

I, KARL RAYMOND MORRIS of Unit 1110, 411-427 King William Street Adelaide SA 5000, being an officer of Community Corporation No. 40515 Incorporated certify:

- (a) that the copy of the By Laws attached to this certificate is a true copy of the By Laws as varied by the special resolutions of the Corporation made on the 7th day of October, 2020; and
- (b) that the copy of the resolutions attached to this certificate is a true copy of the resolutions referred to in paragraph (a).

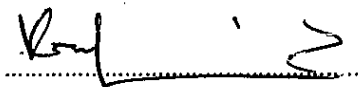
Dated the

19TH

day of

OCTOBER

2020



K R Morris

Presiding Officer

25. Electronic Communication

With the increasing cost of mail and delays through the Australia Post system, the Committee recommends that owners elect to receive all communication via email (this includes correspondence and contribution notices).

Please confirm your preferred email address on the back of the proxy form

Electronic Communication: That I/We agree to receive all correspondence/accounts by email at

MOTION ABSTAIN

NOTE: Each owner has been asked to consider changing to Electronic Communication.

NEXT ANNUAL GENERAL MEETING

There was general agreement that next year's meeting should be held at a location, time and date to be advised.

CLOSURE

The meeting closed at 8:10p.m.

Owners are able to access & update their personal details through Whittles Owner Portal online.

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number (leaving out the slash)
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

Motion 20. Honorarium (Ordinary Resolution)

That the Corporation approve to pay Committee Member, Karl Morris, owner of Unit 1110 an Honorarium of \$5,000 this financial year in recognition of his 5 years continued hard work and responsibility undertaken in his role.

**30 - YES / 21 - NO / 61 - ABSTAIN
MOTION CARRIED**

21. Audit of Annual Financial Statement

In accordance with Part 13, Division 2 of the Community Titles Act 1996, the Corporation is obligated to carry out an independent audit of the Corporation's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$2,140.

MOTION CARRIED

22. Special Levy Authority

Should there be insufficient funds to meet the payment for renewal of the insurance and/or where a shortfall of funds occurs, the funds required to meet such a shortfall be acquired by levy raised at the instigation of the Corporation Manager following consultation with the Management Committee and be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

23. Interest Charged on Overdue Contributions/Levies

In accordance with the provisions of Section 114 (4) of the Community Titles Act 1996, the Corporation will apply arrears interest of 15% per annum, calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

MOTION CARRIED

24. Recovery of Overdue Contributions/Levies

In accordance with Section 114 (7) of the Community Titles Act 1996, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of Community Corporation 40515 Inc. when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred

Whittles charge the debtor for the issue of a First Arrears Notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. (30 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

MOTION CARRIED

6. That the term of the loan is 3 years.

**36 - YES / 19 - NO / 57 - ABSTAIN
MOTION CARRIED**

Motion 16. Upgrade of Car Park Lighting to LED - Energy Specialist Systems (Ordinary Resolution)

That the Body Corporate approve to proceed with upgrading the car park and stairwell lighting to LED, as per the quote supplied by Energy Specialist Systems, with total cost of \$37,000.00.

This will be funded from the Sinking Fund currently held, pay back is expected within 2 years.

**38 - YES / 5 - NO / 69 - ABSTAIN
MOTION CARRIED**

Motion 17. Spend Limit Approval for Thermal Discomfort Investigation (Ordinary Resolution)

That the Body Corporate approve a spend limit of up to \$100,000 for the Committee to continue investigations into Thermal Discomfort and related issues inside of apartments, with the services of appropriately qualified engineering and related legal authorities.

If agreed, this will be funded by a Levy as and if required to a maximum of \$100,000. It is reflected in the Budget of quarterly payments of \$25,000.

**39 - YES / 12 - NO / 61 - ABSTAIN
MOTION CARRIED**

Motion 18. Gym Equipment Upgrade (Ordinary Resolution)

That the Body Corporate approve to proceed with an upgrade in the gym equipment as per the proposal and quote from Technogym.

This would be as per a 48 month lease agreement and paid as part of quarterly contributions.

**33 - YES / 22 - NO / 57 - ABSTAIN
MOTION CARRIED**

Motion 19. Amendment of By-Law 2.2(b) - Committee Spend Limit Approval (Special Resolution)

That By-Law 2.2(b) which outlines the responsibilities and approval limit of the Committee be amended from:

The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning

(b) maintenance, upgrading or improvements to the Common Property where the item is to be considered exceeds \$10,000; and

To

(b) maintenance, upgrading or improvements to the Common Property where the item is to be considered exceeds \$30,000; and

**33 - YES / 16 - NO / 63 - ABSTAIN
MOTION CARRIED**

12. Sinking Fund Budget

In accordance with Section 116 of the Community Titles Act 1996, the attached Sinking Fund budget was approved and adopted.

This budget is the same as the previous budget with total proposed contributions of \$30,000 for the financial year ending May 2021.

Contributions will be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

Motion 13. Level 7 Upgrade Sinking Fund Levy

That the Body Corporate approve to continue raising a levy with total contributions of \$23,864.00 (ex GST) per quarter for 24 months, ending May 2022.

Contributions will be raised in accordance with Lot Entitlement Values.

**37 - YES / 16 - NO / 59 - ABSTAIN
MOTION CARRIED**

Motion 14. Stage 3 & 4 Approval for Redevelopment of Level 7 Recreation Deck (Ordinary Resolution)

That the Body Corporate approve to proceed with the stage 3 and 4 concept and redevelopment plans of the Level 7 Recreation Deck in line with the proposal from Oxygen and Elton Landscapes. It is anticipated this project will incur costs of around \$220,000.

To complete this project in a timely fashion, a short term loan will be entered into, refer Motion 15.

**29 - YES / 21 - NO / 62 - ABSTAIN
MOTION CARRIED**

Motion 15. Loan Agreement to Fund Level 7 and Common Property Projects (Ordinary Resolution)

It is hereby resolved;

1. That the Community Corporation enter into and execute a loan agreement with StrataCash Management Pty Limited (ACN 124 400 924) for the maximum amount of credit of \$250,000.00 for the purposes of further redevelopment of the Level 7 Recreation Deck.
2. That on behalf of the Community Corporation that the loan agreement be executed by any two of the presiding officer, treasurer and secretary, and the Body Corporate Manager, and that the common seal be affixed in their presence.
3. That the members of the Community Corporation approve the raising of additional levies when necessary, to ensure the Community Corporation can perform its obligations to repay amounts due under the loan agreement.
4. That the Community Corporation acknowledges that a sample loan agreement, loan general conditions, credit guide and the information statement were tabled at the meeting.
5. That any drawdown instructions, certifications or any other documents required to be executed on behalf of the Community Corporation in connection with the loan may be signed by any two of the presiding officer, treasurer and secretary, and the Body Corporate Manager.

Contents Insurance

The Corporation Manager advised members of the necessity for them to arrange individually for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Corporation's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Members of the Corporation were reminded that it is their legal responsibility to advise the Corporation's Managers of any change in use of occupancy of their respective lot, and that the Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

MOTION CARRIED

NOTE: The Manager is to provide the quotes and recommendation from the Broker to the Committee for instruction prior to renewal.

10. General Business

Gutter Cleaning & Roof Maintenance: To be carried out yearly by SA Window Cleaning.

Grounds Maintenance: Level 7 to be carried out by Elton Landscapes.

Security: The Committee was requested to investigate additional CCTV in car park areas to assist with identifying breaches and providing evidence if required to Police

Update provided by Committee Member Mr K Morris.

"HVAC ENGINEERING MECHANICAL SERVICES OVERHEATING / THERMAL DISCOMFORT / ENERGY - ISSUES OVERHEATING & THERMAL DISCOMFORT INVESTIGATION".

- Instructions have been issued to Barry Nilsson Lawyers to continue to seek information regarding the specifications, installation and commissioning of AC Facilities, Glazing and cross ventilation and architectural plans for these .
- Further testing is being scheduled to determine CO2 levels, heat discomfort levels
- Discussions have been held regarding the next steps and how best to progress our concerns or seek a solution. We will be looking to meet with the Developer to discuss these options and failing a workable and acceptable resolution the possibility of launching a class action for those owners that wish to take that path, this will be considered based on the Corporation indemnifying those against costs to be determined by EGM vote, TBC.

We have redacted personal information from the final report, and this is available for distribution to those who request a copy, we reiterate that this report not be released or made available to third parties, [conditional release is by requesting this document from Whittles and this request will be considered acceptance of your agreement of the Committees confidentiality agreement].

MOTION CARRIED

11. Administrative Fund Budget

In accordance with Section 81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget was approved and adopted.

This budget is an increase from the previous budget with total proposed contributions of \$650,000 for the financial year ending May 2021.

Contributions will be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

7. Current Insurance Details

The Corporation's current policy details are as follows:

| | | | |
|--------------------------------------|--|--------|--------------------|
| Underwriting Agency | CHU Underwriting Agencies Pty Ltd | | |
| Underwriter | QBE Insurance (Australia) Limited | | |
| Broker | MGA Insurance Brokers | | |
| Policy Number | HU0041415 | | |
| Expiry Date | 30/06/2021 | | |
| Building/Common Property Cover | \$60,500,000 | Excess | Held - refer notes |
| Legal Liability | \$20,000,000 | | |
| Office Bearer's Liability | \$1,000,000 | | |
| Catastrophe Cover | Not Held | | |
| Flood Cover | Held | | |
| Machinery Breakdown | Held | | |
| Common Area Contents | \$600,000 | | |
| Fidelity Guarantee | \$100,000 | | |
| Loss of Rent/Temporary Accommodation | \$9,075,000 | | |
| Notes | Excess: Any event of any kind \$1,000; Flood \$1,000; Water damage \$2,500; Exploratory Costs: Burst pipes \$2,500; Legal defence expenses \$1,000 | | |

8. Insurance Valuation

In accordance with Section 103 of the Community Titles Act 1996, it is recommended the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation of the buildings at an estimated cost of \$3,000 and that this valuation be adopted by the Body Corporate effective immediately on receipt.

NOTE: Motion was removed as it was previously agreed at the 2019 AGM this would not be put forward until 2021 AGM.

MOTION REMOVED

9. Insurance Renewal

The Corporation Manager is to arrange quotes and/or renewal of the Corporations insurance for a sum insured of \$60,500,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available on request.

Owners were reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the corporation.

Whittles recommends consideration be given to the following additional cover options if not already included in your policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Limitations Imposed

The Corporation Manager advised that the Management Committee and Officers of the Corporation do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with Sections 91 to 99 of the Community Titles Act 1996. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be included with the Corporation's records.

MOTION CARRIED

5. Registered Contractors

The Manager advised, Whittles provides a Contractor Register Service which ensures that only contractors that agree to comply with safe working procedures, and have the appropriate ABN, public liability insurance and licenses, are engaged. If the Body Corporate decides by act or omission to engage a contractor who is not currently registered on the Whittles Contractor Register, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. If the contractor engaged by the Body Corporate does not have the necessary insurance and licenses, an injured party may seek damages from the Body Corporate.

The Body Corporate Manager is only able to request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by contractors who are registered on the Whittles contractor register system and have provided the manager verification of current public liability insurance and if required, licenses. However, invoices will be processed for payment when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

6. Annual Compliance Register

The Work Health and Safety Act 2012, recognises that a Corporation's common property is a workplace, as such the Corporation is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Manager will review at the meeting all Corporation obligations and where necessary, update any compliance reports required to be held on file.

Items to be considered may include asbestos, fire systems, fire safety, sinking fund, balustrades, pool, lifts etc.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Quorum

The Corporation Manager declared that a quorum was formed with 112 of the 212 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue. Those units for which owners *are un-financial have not been included in the quorum count.*

Declaration of Interest

All owners or their nominees, were reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

1. Acceptance of Minutes

In accordance with the provisions of Section 81(4)(b) of the Community Titles Act 1996, the minutes of the last Extraordinary General Meeting held on 19 May 2020 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

MOTION CARRIED

2. Acceptance of Statement of Accounts

In accordance with the provisions of Section 81(5) (d) of the Community Titles Act 1996 (amended), the audited Statement of Accounts for the financial year ended from June 2019 to May 2020 which have been circulated to all members, was accepted.

MOTION CARRIED

3. Appointment of Manager

That the Corporation decide under Section 76(9) of the Community Titles Act 1996 to:

- 3.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services,
- 3.2 make the appointment for a Term of twelve(12) months, being from the June 2020 to May 2021 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- 3.3 authorise limited powers to Whittles Management Services Pty Ltd,
- 3.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,
- 3.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and
- 3.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au using your owner login.

MOTION CARRIED

4. Election of Office Bearers and Committee

In accordance with Section 76(1) & 90 (1) of the Community Titles Act 1996, the meeting appointed the following Office Bearers and Committee Members:

| | | |
|-------------------|----------------|----------|
| Presiding Officer | Mr K Morris | Lot 1110 |
| Secretary | Ms C Cann | Lot 808 |
| Treasurer | Mr K Morris | Lot 1110 |
| Member | Ms H Rohrlach | Lot 1605 |
| Member | Ms M McCormack | Lot 1106 |
| Member | Mr G Hodge | Lot 2603 |

NOTE: Owner Mr John of Lot 2505 nomination for a Committee position on the night was not accepted by members in attendance.

Lot 2108 Mr V J Bell represented by proxy to Whittles
Lot 2110 JMK4 Pty Ltd represented by proxy to Whittles
Lot 2202 Y Yan represented by proxy to Whittles
Lot 2208 Mr A Jovanovic represented by proxy to Mr Phil Spyrou
Lot 2403 Mr M T & Mrs J H Lucas represented by proxy to Whittles
Lot 2602 Mr A & Mrs L G Gallarello represented by proxy to Whittles

By Proxy with written voting instructions

Lot 2 RLN Holdings Pty Ltd & JSTF Holdings Pty Ltd
Lot 202 Mr A R & Mrs J A Williams
Lot 203 Ms J K Douglas & Ms D K Spencer
Lot 204 Ms A L Harrison
Lot 402 Ms D M Trzepacz
Lot 603 Mr T R Dayman & Ms C F Ludlow
Lot 703 Mr M Warren
Lot 809 Mr W M & Mrs H J Doble
Lot 810 Mr S Booth
Lot 902 Ms D C K Marchal
Lot 1102 Mrs B Gong
Lot 1108 Mr Yi Xu & Mrs D Kaihua
Lot 1204 Mr R T Muldoon
Lot 1509 Mr D G & Mrs D Spacie
Lot 1510 Mr B P Lynch
Lot 1807 Ms H L Rohriach
Lot 2006 Mr G O'Connell & Ms T A Nguyen
Lot 2010 Mr J Nesling
Lot 2105 Mr K R Gibbins
Lot 2107 Mr D K & Mrs B J Ahrns
Lot 2209 Mr P & Mrs K A Brockbank
Lot 2301 Dr J C K Yee
Lot 2304 Mr A Di Troia
Lot 2401 Dr M B & Dr C J Ludlow
Lot 2402 Y Li
Lot 2405 Mr J Gu & Mrs G Ding
Lot 2501 Mr D A J & Mrs R L Nagel
Lot 2502 T P & W E Lim
Lot 2504 Mr D K & Mrs B J Ahrns
Lot 2508 Mr D T McGrath
Lot 2601 Baypin Pty Ltd & D A J Nagel & R L Nagel

In Attendance

Ian Wallis representing Whittles Body Corporate Management Pty Ltd

PROCEEDINGS

PRESIDING OFFICER

The Presiding Officer, Ms H Rohrlach, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting the meeting.

By Proxy

| | |
|----------|--|
| Lot 102 | Ms L Batemen represented by proxy to Whittles |
| Lot 201 | Mr K D Hand represented by proxy to Whittles |
| Lot 205 | Robinson Property Nominees Pty Ltd represented by proxy to Whittles |
| Lot 303 | Pysing Baverstock Pty Ltd represented by proxy to Whittles |
| Lot 304 | Pysing Baverstock Pty Ltd represented by proxy to Whittles |
| Lot 305 | Mr T J Pysing represented by proxy to Whittles |
| Lot 401 | C Froschio represented by proxy to Whittles |
| Lot 405 | Mr P L Forster represented by proxy to Whittles |
| Lot 704 | MSVL Security Trust (David Johnston) represented by proxy to Whittles |
| Lot 705 | Mr J Xia represented by proxy to Whittles |
| Lot 706 | Ms H Rong represented by proxy to Whittles |
| Lot 707 | Mr B D & Mrs A M Nye represented by proxy to Whittles |
| Lot 803 | Mr C & Mrs J Shipton represented by proxy to Whittles |
| Lot 807 | Ms F B Granziera represented by proxy to Whittles |
| Lot 904 | Ms S Y Ung represented by proxy to Whittles |
| Lot 909 | Darikash Property Nominees represented by proxy to Whittles |
| Lot 1002 | Ms H Chen represented by proxy to Whittles |
| Lot 1007 | Trist Perry Pty Ltd represented by proxy to Whittles |
| Lot 1010 | Mr M P & Mrs A G Dyson represented by proxy to Whittles |
| Lot 1103 | Ms B Xu represented by proxy to Whittles |
| Lot 1105 | Mr N N Nham represented by proxy to Whittles |
| Lot 1109 | Mr D & Mrs J Powell represented by proxy to Whittles |
| Lot 1203 | Mr P & Mrs S Rungrugeecharoen represented by proxy to Whittles |
| Lot 1208 | Ms H Wu represented by proxy to Whittles |
| Lot 1301 | Appahang Pty Ltd (ACN 631 533 590) represented by proxy to Whittles |
| Lot 1307 | Mr P J & Mrs C J Reynolds represented by proxy to Whittles |
| Lot 1403 | Tankos Pty Ltd represented by proxy to Whittles |
| Lot 1406 | Miss SJ D'amato & Miss AM Middleton represented by proxy to Whittles |
| Lot 1507 | Ms J E McKinnon represented by proxy to Whittles |
| Lot 1601 | Ms E Young represented by proxy to Whittles |
| Lot 1607 | Mr A G Mazzachi represented by proxy to Whittles |
| Lot 1702 | H Yin & Y Ni represented by proxy to O Grigg & D Catlin |
| Lot 1704 | Ms J Wu represented by proxy to Whittles |
| Lot 1707 | Mr J A Wells & Mrs V I Baker-Wells represented by proxy to Whittles |
| Lot 1802 | Y Zhang & Y Xu represented by proxy to O Grigg |
| Lot 1805 | Dr S M A Reed represented by proxy to Whittles |
| Lot 1809 | Mr I D & Mrs M J Kent represented by proxy to Whittles |
| Lot 1901 | Mr SJ & Mrs MM Walsh represented by proxy to Whittles |
| Lot 1907 | Super Bass Nominees Pty Ltd ATF S & C Baasso Super Fund represented by proxy to Ironfish |
| Lot 1908 | Mr D J & Mrs L M Kay represented by proxy to Whittles |
| Lot 1910 | Mr M G Dawson represented by proxy to Whittles |
| Lot 2004 | Ms M Zhou represented by proxy to Whittles |
| Lot 2007 | Ms K A Hayes represented by proxy to Whittles |
| Lot 2008 | Mr M S Gillespie represented by proxy to Whittles |
| Lot 2101 | JMK4 Pty Ltd represented by proxy to Whittles |
| Lot 2106 | JMK4 Pty Ltd represented by proxy to Whittles |

MINUTES
of the Annual General Meeting

of

Community Corporation 40515 Inc.
VUE APARTMENTS, 411-427 KING WILLIAM STREET, ADELAIDE

held

at Adelaide Town Hall - Meeting Hall
128 King William Street, Adelaide


on Wednesday, 7 October 2020 at 5:30 PM

PRESENT

In Person

| | |
|----------|--|
| Lot 602 | Mr J Patiniotis |
| Lot 701 | Ms J T Morrison |
| Lot 801 | Ms I Lyudviga |
| Lot 808 | Ms C C Cann |
| Lot 908 | Mr S A Varnas |
| Lot 1106 | Ms J M Anderson & Ms M J McCormack |
| Lot 1110 | Mr K R Morris & Ms S J Franklin |
| Lot 1201 | C W Teoh |
| Lot 1210 | Mrs I Lyudviga |
| Lot 1310 | Mr J Fitzgerald |
| Lot 1401 | Liew & Lee (No.1) Pty Ltd |
| Lot 1408 | Ms K Boag |
| Lot 1501 | Mr A Kebbell |
| Lot 1503 | Ms Y Zhang |
| Lot 1506 | Mr A Lyudviga |
| Lot 1605 | Ms H E Rohrlach |
| Lot 1701 | Mr P Pavan |
| Lot 1705 | Ms R A Lawson |
| Lot 1708 | Ms C E Collins |
| Lot 1803 | Mrs H H Wu |
| Lot 1808 | Mr D Singh |
| Lot 1903 | S Wen |
| Lot 2203 | Liew & Lee (No2) Pty Ltd ATF CP Liew F/T |
| Lot 2206 | Mr D Gurry |
| Lot 2303 | Lawton Property Nominees Pty Ltd |
| Lot 2305 | Mrs M B Green |
| Lot 2404 | Schattan Pty Ltd (Vilma Attanasio) |
| Lot 2408 | C H Mafra |
| Lot 2505 | Mr A D John |
| Lot 2603 | Mr G Hodge |
| Lot 2604 | G R Marketing Pty Ltd |

This is a copy of the Minutes of Community Corporation No 40515 Inc. referred to in the attached Certificate.


Karl Raymond Morris, Presiding Officer

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 020/C002/16

46. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

47. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

48. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:

- (a) in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;
- (b) in the case of hand delivery on the date of delivery; or
- (c) In the case of prepaid post (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

49. Voting at General Meetings by Lotholders of Residential Lots

Subject to the Act, the number of votes that may be cast in respect of each Residential Lot on any matter arising for decision at a general meeting of the Corporation is one.

50. Voting at General Meetings by Lotholders of Commercial Lots

Subject to the Act, the number of votes that may be cast in respect of each Commercial Lot on any matter arising for decision at a general meeting of the Corporation is 210 votes.

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 020/C002/16

- 42.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- 42.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- 42.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- 42.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

43. Provision of amenities or services

- 43.1 The Corporation may by Special Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the lots or to the Corporation:
- (a) cleaning;
 - (b) garbage disposal and recycling services;
 - (c) security services;
 - (d) communications;
 - (e) telecommunication services (for example, cable television);
 - (f) technology; and
 - (g) Intranet and internet services.
- 43.2 If the Corporation makes a Special Resolution referred to in by-law 43.1 to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Special Resolution the amount for which, or the conditions which it will provide the service or amenity.

44. Elevators

Without limiting the provisions of by-law 20, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

45. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

Terms of Instrument not
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41. Encroachment

- 41.1 The Developer has constructed a canopy on the ground level of the Building (being the area marked "Canopy" on the Community Plan) which forms part of the Building, comprises part of the Common Property on the Community Parcel and encroaches over portion of King William Street and Holland Street Adelaide as marked on the Community Plan (**Encroachment**).
- 41.2 The Encroachment forms part of the Common Property and this Scheme Description applies to the Encroachment as though the Encroachment formed part of the Common Property.
- 41.3 The Encroachment may be subject to a licence from the Adelaide City Council (**Council**) under the Local Government Act, which licence will be maintained by the Corporation.
- 41.4 The Corporation may make such rules as it considers appropriate in relation to the use, management and operation of the Encroachment, subject to any licence entered into with Council.
- 41.5 The Corporation must, at its own cost and expense:
- (a) comply with any conditions imposed by Council in respect of the Encroachment including but not limited to effecting and maintaining any insurance policies required by Council;
 - (b) must repair, replace, clean and maintain the Encroachment in a good, structurally sound and water tight condition; and
 - (c) attend to the management and operation of the Encroachment, (collectively **Encroachment Obligations**).
- 41.6 The Corporation may enter into agreements with third parties for the purposes of complying with its Encroachment Obligations on such terms as the Corporation considers appropriate (**Encroachment Agreements**).
- 41.7 Any expenses, fees, costs and charges incurred by the Corporation of and incidental to compliance with its Encroachment Obligations or associated with any Encroachment Agreements (including but not limited to the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment) will be recovered from the owners of the Lots as contributions pursuant to the Act.

42. Permits

- 42.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- 42.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- 42.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

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- 39.4 A Lotholder or Occupier in possession of a Security Key must not, without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not disposed of otherwise than by returning it to the Corporation.
- 39.5 A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

40. Recreation Area

- 40.1 The Recreation Area will be available for the use of all owners and Occupiers of Residential Lots.
- 40.2 The Corporation may make rules in relation to the use of the Recreation Area.
- 40.3 The Corporation may enter into agreements with third parties for the management, maintenance, replacement and operation of and the provision, licensing, leasing and/or hire of goods, services and equipment to the Recreation Area (including without limitation agreements relating to the swimming pool and the gymnasium plant and any associated plant and equipment), on such terms as the Corporation considers appropriate (**Agreements**) and may incur various expenses, fees, costs and charges in relation to the management, maintenance, replacement and operation of the Recreation Area including the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment (**Outgoings**).
- 40.4 The Corporation may grant the owners and/or Occupiers of Residential Lots licences to access and use the Recreation Area on such terms as the Corporation considers appropriate (**Licences**). Without limiting the foregoing, the Corporation may grant the Licences on the basis that no fee is charged for the use of and access to the Recreation Area and instead a contribution is required from the owners and/or Occupiers of Residential Lots towards the Outgoings.
- 40.5 Subject to the terms of the Agreements and Licences, the Corporation may make rules in relation to the access to and use of the Recreation Area.
- 40.6 A Lotholder or Occupier of a Lot must not breach nor permit persons under his or her control to breach the rules as stipulated from time to time by the Corporation in respect of the use of and access to the Recreation Area.
- 40.7 A Lotholder or Occupier of a Lot must wear appropriate clothing and suitable footwear when using the Recreation Area. Dry swimming apparel is to be worn outside the swimming pool area. All equipment in the gymnasium must be used with a towel and wiped down after use.
- 40.8 No visitor, client or guest of a Lotholder or Occupier may enter or use the Recreation Area unless accompanied by a Lotholder or Occupier of a lot or the manager of the Recreation Area (if one has been appointed) pursuant to this by law:.
- 40.9 A lotholder or Occupier of a Lot must not do anything that will prejudice the use of the Recreation Area by the owners and/or Occupiers of Residential Lots between the hours specified below subject to any temporary closures for cleaning, maintenance, repairs or other necessary works.

Gymnasium: 6 am to 10 pm daily

Swimming Pool: 6 am to 10 pm daily

Deck and BBQ area: 6 am to 10 pm daily

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as a debt in an action in any court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

36. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

37. Sinking Fund

37.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.

37.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the lotholder.

37.3 The following provision shall apply to any Sinking Fund established under this by-law 37:

- (a) the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
- (b) that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
- (c) any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

38. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

39. Security Keys

39.1 The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.

39.2 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.

39.3 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must take all reasonable precautions, including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier, to ensure the return of the Security Key to the Lotholder or the Corporation.

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- (b) public liability in the sum of no less than \$10,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.

- 34.5 The Corporation shall also effect insurance for all buildings and/or improvements within the Community Parcel for their full reinstatement value.
- 34.6 Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.
- 34.7 Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.
- 34.8 The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

35. Corporation's Rights and Powers - Unpaid Levies

- 35.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
 - (a) the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and
 - (b) any costs that are ordered to be paid by the Lotholder to the Corporation by any court, tribunal or body with authority to order the payment of costs.
- 35.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 35.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- 35.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 35.4 If, when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with that other person for the payment of the interest.
- 35.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 35.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder, the Corporation may recover the amount spent

or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the Corporation deems appropriate in favour of one or more Lotholders, Occupiers, telecommunication companies (including without limitation for mobile phone or other telecommunications towers, equipment and facilities and the like) or other businesses and members of the public including without limitation Lotholders of Commercial Lots and other occupiers of the Site.

33. Lease of Community Lot

- 33.1 Subject to the provisions of the Act, the Corporation may take a lease, or licence of the whole of or a portion of any Community Lot (whether a Residential Community Lot or a Commercial Community Lot) (**Leased Lot**) for the purposes of providing services or facilities or any other function as may be deemed appropriate by the Community Corporation for the use, enjoyment or benefit of the Lotholders, Occupiers and visitors and on such terms and conditions as the Corporation deems appropriate.
- 33.2 Leased Lot(s) will be deemed to form part of the Common Property for the term of the relevant lease and any renewed term or period of holding over and these by-laws apply to the Leased Lot(s) as though the leased Lot(s) formed part of the Common Property.
- 33.3 The Corporation must comply with all terms and conditions of any relevant lease and the Corporation may make such rules as it considers appropriate in relation to the use of the Leased Lot(s), subject to the relevant lease.
- 33.4 The Corporation will be liable for the management, maintenance and operation of the Leased Lot(s) and any expenses, fees, costs and charges in relation to the Leased Lot(s) (including but not limited to rent and outgoings payable to the owner of the Lot and expenses, fees, costs and charges in relation to the management, maintenance and operation of the leased Lot(s)) will be recovered from the owners of the Lots as contributions pursuant to the Act.

PART 6 - GENERAL

34. Insurance

- 34.1 Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the lot extending to cover any person occupying the Lotholder's Lot.
- 34.2 The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- 34.3 Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.
- 34.4 The Corporation shall effect such insurance of the Common Property as is required under the Act including:
 - (a) building and other improvements on the Common Property for their full replacement value; and

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damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

28. Corporation may make Rules

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

29. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

30. Letting Services

The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

31. Window Coverings

31.1 A Lotholder or Occupier may install window furnishings to the interior of any windows in accordance with any one of the following three (3) specifications without the need to obtain the consent of the Corporation:

(a) Sunscreen Roller Blind

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.

(b) Blackout Roller Blinds

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its lot by the Developer.

(c) Manual operated or motorised curtains in the same or similar colour as the blinds installed by the Developer. Particularly the back (or that which faces out) must be full block-out material and the same or similar colour as the existing blinds. The curtain/s must be invisible from outside. The curtains when closed must only be done so when the blind is down. The curtain/s when drawn or open, must be hidden behind a blind or where possible a full block-out window.

31.2 Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so.

32. Lease of Common Property

Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances

25.2 to carry out maintenance repairs or work; and

to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

26. Observance of By-laws

26.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.

26.2 A Lotholder or Occupier shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

26.3 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:

26.3.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;

26.3.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed hereto; and

26.3.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

27. Indemnity and Release

A person bound by these by-laws shall:

27.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses for which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation; and

27.2 occupy, use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and

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household dogs and cats (of such breed which is unlikely to exceed 10kg once fully grown), household birds, fish and reptiles; and

- (d) therapeutic animal has the same meaning as in section 88A of the *Equal Opportunity Act 1984* (SA).

22. Leasing

22.1 Where a Lotholder leases a Lot, the Lotholder must:

- (a) Inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease;
- (b) provide a copy of these By-Laws to the relevant lessee and ensure that the lessee is bound, via the terms of the lease, to comply with these By-Laws.

22.2 A Lotholder or Occupier must not lease his or her Lot for Commercial Purposes.

22.3 The Corporation must keep confidential at all times any information it receives pursuant to this By- Law about any lessee or Occupier of a Lot, including the terms of any lease between a Lot holder and its lessee or Occupier.

22.4 A Lotholder or Occupier must not without the Corporation's written authorisation lease the Lot or part thereof, or grant a right of occupation in respect of the Lot or part thereof for valuable consideration for a period of less than two months.

23. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot. any change in address of a Lotholder or any change in the occupancy of the Lot.

24. Sale of Lot

A person bound by these by-laws:

24.1 shall ensure that, in the event that a Lot is to be sold by auction, that the auction must take place outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;

24.2 must not display or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and

24.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

25. Right to enter a Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the lotholder or the Occupier not less than seven (7) days' notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

25.1 to inspect a Lot;

21. Pets and Animals

- 21.1 Lotholder or Occupier may keep a small household animal in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:
- (a) do all things as is reasonably necessary to care and provide for the animal;
 - (b) keep the animal under control at all times and minimise any noise made by the animal; and
 - (c) must comply with all statutory requirements and regulations in respect of the animal.
 - (d) A Lot holder or Occupier is not permitted to take any pets or animals under their control onto any part or section of the Level 7 Recreation level (except those pursuant to By-Law 25.5) or leave any pet or animal under their control un-attended or tethered on any part of the Community Parcel.
- 21.2 A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law 21.1) unless the written consent of the Corporation has been obtained.
- 21.3 If my animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.
- 21.4 A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.
- 21.5 Nothing in this by-law shall:
- (a) prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor
 - (b) prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,
- 21.6 Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995* (SA) (as may be amended from time to time).
- 21.7 For the purposes of this by-law:
- (a) assistance animal has the same meaning as in the *Equal Opportunity Act 1984* (SA);
 - (b) relevant animal means an assistance animal and a therapeutic animal;
 - (c) small household animal shall mean and include (but is not limited to)

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- 20.6 the times outlined in by-law 19.4 are subject to the availability of a suitable lift designated by the Corporation;
- 20.7 only the designated lift fitted with protective covers may be used to move goods and/or furniture;
- 20.8 delivery or movement of goods and/or furniture is not permitted through the main entry or foyer of the Building;
- 20.9 goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;
- 20.10 the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the lift, entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;
- 20.11 care must be taken to ensure that any fire sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;
- 20.12 moving trucks are permitted to park in the loading zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture. The loading zone shall be reserved for the Lotholder or Occupier upon request (subject to availability);
- 20.13 if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;
- 20.14 the Lotholder or Occupier must advise the removalist of the following requirements:
 - (a) the removalist must advise the reception staff of its arrival on such contact number as shall be made available or as otherwise directed by the Corporation prior to commencing delivery or movement of goods and/or furniture;
 - (b) vehicles must be parked in the loading zone designated by the Corporation and must not block any road way; and
 - (c) furniture or goods must not be stacked or placed against the lift doors, in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;
 - (d) where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;
 - (e) the lift, entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;
 - (f) care must be taken to ensure that any fire sprinkler heads are not struck by any object; and
 - (g) nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

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obtained the consent of the Corporation, the person must install an acoustic underlay, which has been approved by the Corporation, between the floor and the hard floor covering.

- 19.3 For the purpose of this by-law, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:
- (a) the erection, alteration, demolition or removal of a building or structure;
 - (b) the alteration of the external appearance of a building or structure;
 - (c) the removal of or addition to any structural or Common Property brick or any structural or Common Property concrete wall or slab construction;
 - (d) the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;
 - (e) the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of the Lot; and
 - (f) alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot
- 19.4 Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by law 17 or by-law 19 hereof and performed or carried out in accordance with by-law 19.3, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Corporation.

20. Moving Articles to and from Lots

The Lotholder or Occupier of a Lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

- 20.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation;
- 20.2 goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;
- 20.3 the approval of the Corporation referred to in by- laws 19.1 and 19.2 must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Residential Lot. Approval is to be sought by contacting the Corporation's representative or as otherwise notified by the Corporation in writing;
- 20.4 delivery or movement of goods and/or furniture to and from a Residential Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays;
- 20.5 delivery or movement of goods and/or furniture to and from a Residential Lot is not permitted on Sundays or public holidays;

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- (b) such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
- (c) such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions; and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- (d) such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and
- (e) such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

19.2 The Lotholder shall ensure that:

- (a) all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
- (b) all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
- (c) all work is undertaken only between the hours of 8:00am and 5:30pm on Mondays to Saturdays other than public holidays;
- (d) adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
- (e) any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
- (f) all Common Property areas are left in a clean and tidy condition on the completion of works each day;
- (g) all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- (h) all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;
- (i) the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- (j) all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
- (k) where such person proposes to remove and replace the floor covering to the floor of any part of a Lot, and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has

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- 18.5 must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to his or her Lot;
- 18.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 18.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- 18.8 must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if the Lotholder is absent or unable to do so for more than 7 days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material at the expense of the Lotholder;
- 18.9 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 19;
- 18.10 must not do or omit any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and, without limiting the generality of the foregoing, the lotholder or Occupier shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 18.11 must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;
- 18.12 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 18.13 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 18.14 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 18.15 must ensure compliance with fire laws in respect of the Lot; and
- 18.16 must not breach the fire regulations by installing unapproved dead leeks or peep holes that would void the Corporation's insurance policy.

19. Renovation and Refurbishment of Lots

- 19.1 A Lotholder or Occupier shall not perform or carry out any refurbishment, renovation, alterations or additions to or upon the Lot unless:
 - (a) such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;

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- 16.1 close off any part of the Common Property not required for access to a Lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 16.2 permit, to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person, firm or company as a means of monitoring the security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 16.3 restrict, by means of a Security Key, the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

PART 5 - USE OF COMMUNITY LOTS

17. Good Repair

A Lotholder must:

- 17.1 maintain the Lot in good repair;
- 17.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 17.3 carry out work required by the Corporation in respect of the Lot;
- 17.4 maintain and repair any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and
- 17.5 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:
 - (a) the Corporation resolves that it will keep the glass or specified party of glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

18. Use of lot

A person bound by these by-laws:

- 18.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 18.2 must not do, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 18.3 must allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- 18.4 must pay all rates, taxes, charges, outgoings and assessments in respect of his or her Lot as they become due and payable;

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- 12.7 obstruct the lawful use of the Common Property by any person;
- 12.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- 12.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- 12.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the consent of the Corporation;
- 12.11 damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;
- 12.12 use any portion of the Common Property for his or her own purposes as a garden;
- 12.13 consume or permit persons under his or her control to consume beverages or food or take glassware onto the Common Property, unless such beverages or food is to be consumed only on the Recreation Deck located on level 7; or
 - 12.13.1 the consumption of alcohol or food or the taking of glassware onto the Common Property Raised Pool Area located on Level 7 is strictly prohibited.
- 12.14 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.
- 12.15 remove any mail, or deliveries not addressed to, or without express permission of the addressee or lawful owner from any part of the Common Property including the mail room and lobby area.
 - (a) interfere with, remove or tamper with any storage facility, mail box, legally parked motor vehicle or belongings not specifically owned by them, whether in transit, storage or waiting collection.

13. Security of Common Property

A lotholder or Occupier of a Lot must not do anything which *may* prejudice the security or safety of the Common Property.

14. Notification of Defects

A Lotholder or Occupier must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

15. Compensation to Corporation

A lotholder or Occupier will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

16. Restricted Use of Common Property

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property from fire or other hazards and without limitation may:

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and enjoyment. of Lotholders and Occupiers of the Commercial Lots and their visitors, customers and invitees and any other persons as may be authorised to use such facilities from time to time (including without limitation toilet paper, hand soap and hand towels (where required)).

- 10.3 The Corporation may enter into agreements with third parties for the management, maintenance, replacement and operation of and the provision, licensing, leasing and/or, hire of goods, services and equipment to the Commercial Lot W/C Facilities on such terms as the Corporation considers appropriate (**Commercial Lot W/C Facilities Agreements**) and may incur various expenses, fees, costs and charges in relation to the management, maintenance, replacement and operation of the Commercial Lot W/C Facilities including the costs of the provision, licensing, leasing and/or hire of goods, services, plant and equipment (**Commercial Lot W/C Facilities Outgoings**).
- 10.4 Any costs incurred by the Community Corporation pursuant to by-laws 10.2 and 10.3 will be recovered from the Lotholders of the Commercial Lots in equal shares.
- 10.5 The Corporation may make rules in relation to the access to and use of the Commercial Lot W/C Facilities and a Lotholder or Occupier of a Lot must not breach nor permit persons is under his or her control to breach any rules as may stipulated from time to time by the Corporation in respect of the use of and access to the Commercial Lot W/C Facilities.

PART 4 - COMMON PROPERTY

11. Corporation to Keep Common Property in Good Repair

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

12. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- 12.1 camp or sleep overnight;
- 12.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 12.3 carry on any business except with the consent of the Corporation;
- 12.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- 12.5 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- 12.6 obstruct any corridor, hallway, passage or other access way;

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- (o) ensure the pedestrian passageway through a Commercial Lot is open for pedestrian use at all times with sufficient lighting and security to ensure the safety of users;
- (p) use and permit to be used for the delivery, receipt or other movement of any goods, merchandise or articles of quantity or bulk only such parts of the Common Property and at such times as the Corporation may from time to time direct;
- (q) comply with all applicable statutes, laws, regulations, ordinances, by-laws etc imposed by any qualified authority in relation to a Commercial Lot or the Occupier's business including without limitation laws relating to occupational health, safety and worker's compensation, hygiene, liquor and gaming licensing and planning and development;

9.3 The Lotholder of a Commercial Lot:

- (a) may use in its name the words "**Vue on KWS**" and/or any one or more or any combination of those words, ownership of which is vested solely in the Corporation, only with the prior written approval and subject to any conditions imposed by the Corporation;
- (b) must incorporate in any lease granted in respect of the whole or portion of its Commercial Lot the provisions of this by-law; and
- (c) may, with the consent of the Corporation:
 - (1) apply for, hold and operate pursuant to, a liquor Licence in respect of a Commercial Lot and Common Property;
 - (2) accept a grant of and take a non-exclusive licence from the Corporation for the use of the Common Property as a Licensed Premises; and
 - (3) submit any applications to Council as may be reasonably required for the operation of its business (including without limitation applications to Council for footpath permits),

9.4 Notwithstanding any provision of these by-laws to the contrary, the Corporation shall have the power to consent to the activities noted in by-laws 9.3(c)(1) and 9.3(c)(3) and such consent shall be valid and binding and provided in the form of a written notice to grant a non-exclusive license for the use of the Common Property as a Licensed Premises to a Lotholder or Occupier of a Commercial Lot.

10. Bathroom Facilities

- 10.1 The Developer has constructed bathroom and water closet facilities on the ground level of the Building which form part of Lot 1 for the sole use of the Lotholders and Occupiers of the Commercial Lots and their visitors, customers and invitees (**Commercial Lot W/C Facilities**).
- 10.2 The Corporation must keep the **Commercial Lot W/C Facilities** in a clean and sanitary condition and fully stocked with such provisions as may be reasonably necessary for the use

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visitors do not use undue noise (having regard to the noise generally expected from the business) or behave in a manner likely to disturb or cause offence or embarrassment to persons in other Lots or on the Common Property or otherwise engage in conduct that constitutes a nuisance;

- (e) notwithstanding by-law 4.25. the Lotholder or Occupier of a Commercial Lot may affix such sign(s) to or place such sign(s) on the Common Property provided that the sign(s):
 - (1) comprises the name of the business or its insignia only;
 - (2) is well assigned and of good quality print and materials;
 - (3) complies with the requirements of all relevant authorities; and
 - (4) has the prior consent of the Corporation.
- (f) take out its own bins on each garbage collection day and bring the bins in as soon as is reasonably possible after the bins have been collected on each collection day;
- (g) avoid unnecessary noise when filling bins;
- (h) ensure bins are kept clean and the lids on bins are securely closed at all times;
- (i) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (j) store all bins within appropriate areas of a Commercial Lot or within the refuse area of the Common Property designated by the Corporation from time to time;
- (k) comply with all rules imposed by the Corporation from time to time in relation to rubbish storage and removal including in relation to:
 - (1) control of odour and vermin;
 - (2) volume;
 - (3) not obstructing Common Property; and
 - (4) responsibility for cleaning Common Property used or dirtied by a Commercial Lot owner or Occupier;
- (l) comply with all noise, health and other regulations in carrying on the business from a Commercial Lot;
- (m) not trade outside trading hours that are lawfully permitted from time to time;
- (n) immediately replace non-functioning lights outside or inside a Commercial Lot;

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7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- 7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- 7.2 the structural and functional integrity of any part of the Common Property is impaired;
or
- 7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

8. Office or Retail Premises – Residential Lots

- 8.1 A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:
 - (a) on any Residential Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
 - (b) unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and
- 8.2 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

9. Retail Premises - Commercial Lots

- 9.1 Any provision of these by-laws which is inconsistent with paragraph 3.2 of the Scheme Description in its application to a Commercial Lot shall be read as not applying to Commercial Lots (but shall still apply with full force and effect to all other Lots).
- 9.2 Without limiting any other by-law, a Lotholder or Occupier of a Commercial Lot must
 - (a) ensure that a Commercial Lot is only used for reputable food and beverage commercial purposes and storage and car parking associated with such commercial use;
 - (b) ensure that the fitout of a Commercial lot is designed in accordance with quality design principles and comprised of good quality materials which are installed in a professional and tradesman-like manner;
 - (c) ensure that a Commercial Lot is not used for residential purposes;
 - (d) take reasonable steps to conduct its business (having regard to the nature of the business and the times and hours such business is permitted to and are normally open) in such a manner so as to minimise any disturbance to the Lotholders and Occupiers of Lots and/or their use and enjoyment of the Community Parcel including to the extent practical taking reasonable steps so that its customers and

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5. Storage of Flammable Liquids

A Lotholder or Occupier must not:

- 5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- 5.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

6. Disposal of Garbage

- 6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
 - (a) A person bound by these by-laws who creates a mess or spill deemed inappropriate or offensive by other residents or the Corporation on Common Property, including but not limited to; lifts, car parking levels, loading dock, lobbies and Level 7, must take all practicable steps to make good the spill or mess in order to leave the area in the original condition themselves, or contact the Managing Agent or cleaning staff to clean the area as soon as possible.
- 6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- 6.3 The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 20:
 - (a) the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Room**);
 - (b) all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;
 - (c) polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;
 - (d) paper is to be placed in the bins with yellow lids only; and
 - (e) hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Room(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

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that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonably expenses incurred by the Corporation in relation to or in consequence of the party/event;

- 4.24 dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;
- 4.25 the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:
- (a) the Community Corporation and
 - (b) any relevant government authority.
- 4.26 Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);
- (a) interfere with, remove, or tamper with any directional or instructional signage posted on the Community Parcel by the Corporation, their representative or any relevant Government authority.
- 4.27 the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law 4.25 shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.
- 4.28 Except as otherwise provided in these By-laws, no deviation from this arrangement will be permitted.
- 4.29 It shall be a condition of any consent of the Corporation pursuant to by-law 4.25 that any Sign shall be produced by a sign-writer approved by the Corporation;
- 4.30 The following are strictly prohibited:
- (a) paper or cardboard signs;
 - (b) transfers or stickers;
 - (c) exposed fixings;
 - (d) exposed wiring, ballasts;
 - (e) moving or flashing signs;
 - (f) animated signs or models;
 - (g) "A" frames or similar signs; and
 - (h) static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

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vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;

- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose (if any) and fitted with bicycle racks;
- 4.13 rollerblade, rollerskate or ride a skateboard;
- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.15 permit any bicycle to be brought into a Lot or the foyer, stair wells, lifts, hallways, garden areas, balconies or other parts of the Common Property except as may be designated by the Corporation or the Managing Agent from time to time;
- 4.16 erect or fix any sign, notice, antenna or other communication equipment to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;
- 4.21 subject to any lease, licence or other right granted under by-law 32, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
 - (a) extends outside the boundaries of a Lot; or
 - (b) is located on any balcony; or
 - (c) protrudes from any building or balcony forming part of a Lot,
 without first obtaining the written consent of the Corporation;
- 4.22 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- 4.23 Without the prior written consent of either the Corporation or the Managing Agent, and other than on a Commercial Lot, have a party or event for more than twelve people in their Lot or seven people on the Common Property at any one time. The Owner or Occupier acknowledges

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- 2.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as the Managing Agent considers reasonably appropriate.
- 2.4 The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their visitors and invitees.

PART 3- COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- 4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 4.2 make or allow his or her visitors to make undue noise in or about the Community Parcel;
- 4.3 interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- 4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- 4.6 damage or deface any building or sign or structure on the Community Parcel;
- 4.7 disobey reasonable directions or requests from an officer of the Corporation;
- 4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel for such purposes without the consent of the Corporation;
- 4.9 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- 4.10 obstruct any person's lawful access to any lot or to the Common Property;
- 4.11 park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor

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- 1.4 A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.
- 1.5 The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges shall prevail over these by-laws in respect of the person or persons to whom they are given.
- 1.6 Without limiting the foregoing, these by-laws shall be read subject to the right of the Company to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - (a) allowing invitees to have access to the Common Property in the company of a representative of the Company;
 - (b) placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
 - (c) the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.
- 1.7 Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
 - (a) any surveying, engineering and construction works on the Community Parcel;
 - (b) any repair, rectification or modification works; and
 - (c) any other works associated with the construction and completion of the Development.
- 1.8 If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 - MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - (a) the appointment of a Managing Agent pursuant to by-law 2.3;
 - (b) maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$30,000.00; and
 - (c) the Corporation's obligations regarding insurance under the Act.

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Licensed Premises means a licensed premises under the *Liquor Licensing Act 1997* (SA);

Liquor Licence means a licence under the *Liquor Licensing Act 1997* (SA);

Lot or lot has the meaning given to it in the Act;

Lotholder means the owner of a Lot from time to time;

Lot Subsidiary has the meaning given to it in the Act;

Management Agreement means any agreement appointing the Managing Agent pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

Management Committee means the management committee of the Corporation established pursuant to the Act (if one is established);

Managing Agent means the company for the time being appointed by the Corporation as its managing agent and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

Occupier means a tenant under a fixed term rental agreement or standard lease of not less than two months, unless as authorized by written permission by the Management Corporation as a short-term stay.

owner or owners means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

Recreation Area means that portion of the Common Property on the seventh floor of the building comprising the gymnasium, swimming pool, deck, podium garden and BBQ areas;

Residential Lot means any lot not located on the ground floor of the Building and which has been constructed for the purposes of use and occupation as a residential apartment;

Scheme Description means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

Security Key means a key, magnetic card or other device use to open and close doors, gates or locks in respect of a Lot or the Common Property;

Sign means an advertisement, notice, sign or hoarding; and

Site means the land comprised in Certificate of Title Register Book Volume 5795 Folio 64.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- 1.1 A reference to an instrument includes any variation or replacement of it.
- 1.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 1.3 The word "person" includes a firm, a body corporate, an association or an authority.

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BY-LAWS OF COMMUNITY CORPORATION NO. 40515 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act.

PART 1 -DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions;

Act means *Community Titles Act 1996 (SA)* as amended;

Building means the twenty-seven (27) level residential apartment building together with ground floor commercial premises, basement, Common Property, Recreation Area and car parking and storage areas to be constructed within the Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

Commercial Lot means a lot located on the ground floor of the Building which has been constructed for the purposes of, and intended to be used and occupied as, commercial premises;

Common Property means the common property created by the Community Plan;

Community Parcel means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

Community Plan means Community Corporation Plan No. 40515;

Company means Kite Enterprises Pty Ltd trading as Ironfish (RLA 204004) and their respective consultants, employees and agents;

Corporation means Community Corporation No. 40515 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Developer means Vue on KWS Pty Ltd ACN 165 101 655, and includes any related body corporate (as defined by the *Corporations Act 2001 (Cth)*) of that entity that is or becomes involved in the Development;

Development means the construction of a residential apartment building on the Community Parcel comprised of one, two and three bedroom apartments together with commercial premises, Common Property, Recreation Area, car parking and storage areas and known as "Vue on King William";

Guest means a visitor, client or other person not named as Lotholder or Occupier who is visiting, meeting or staying with the Lotholder or Occupier or who is not residing at the Lot for more than two months.

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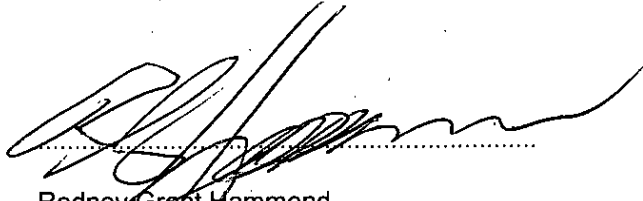
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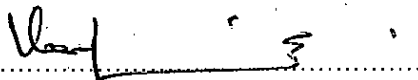
411 - 427 King William Street Adelaide SA 5000

Certified correctly prepared in accordance with the requirements of the
Community Titles Act, 1996 by the person who prepared the document.



Rodney Grant Hammond
306 Unley Road
Hyde Park SA 5061

This is a copy of the By Laws referred to in the attached Certificate.



Karl Raymond Morris, Presiding Officer