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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

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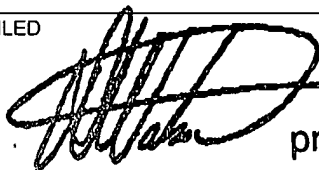

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BY - LAWS

(Community Strata Plan)

365a Marion Road Plympton SA 5038

COMMUNITY CORPORATION No. 41009 INCORPORATED


COMMUNITY PLAN NO.

Developer: Rivergum Land Holdings No.5 Pty Ltd A.C.N.144 060 588
of 387-391 South Road Mile End South SA 5031

CERTIFICATE

**Certificate as to preparation of scheme description, by-laws or
development contracts**

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


Gavin Scott Pinksterboer
Registered Conveyancer
441 Henley Beach Road Mile End SA 5031

220

TORRENSVILLE

COMMUNITY SCHEME BY-LAWS
PLAN NO. (TBA)

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No. 41009 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
 - 1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.6.2. "Development" has a like meaning, and includes the Lots, any lot subsidiaries and the Common Property;
- 1.1.7. "Lot" means a community strata Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;

- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$5,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owner Contributions
 - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs, rubbish removal contractors etc).
 - 2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
 - 2.1.4.3. The Corporation may, by ordinary resolution-

- 2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and
- 2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

- 2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.
- 2.2.2. Lot Owners, Occupiers, and Invitees must not:
 - 2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
 - 2.2.2.2. without the prior approval in writing of the Corporation, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
 - 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
 - 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
 - 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
 - 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
 - 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
 - 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
 - 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
 - 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
 - 2.2.2.11. sing, busk or play a musical instrument on Common Property;
 - 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
 - 2.2.2.13. store, keep or park any unregistered or un-roadworthy vehicle on any part of the common property or area designated as visitor carpark;
 - 2.2.2.14. store, keep or park any boat, caravan or trailer on any part of the common property or area designated as visitor carpark
 - 2.2.2.15. preach to or harangue other people;

- 2.2.2.16. obstruct any footpath, road or walkway;
- 2.2.2.17. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.18. be inadequately clothed when on Common Property;
- 2.2.2.19. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.20. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.21. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- 2.2.3. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.4. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- 2.2.5. The Corporation may:
 - 2.2.5.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - 2.2.5.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3. Use and Enjoyment of Community Lots

- 2.3.1. A Lot Owner, Occupier or Invitee must:
 - 2.3.1.1. not use any lot for any non-residential purpose;
 - 2.3.1.2. use the Lot in accordance with the Development Act 1993;
 - 2.3.1.3. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
 - 2.3.1.4. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
 - 2.3.1.5. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
 - 2.3.1.6. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
 - 2.3.1.7. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):

- 2.3.1.7.1. change the use or character of a Lot; or
- 2.3.1.7.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- 2.3.1.7.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- 2.3.1.7.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.1.7.5. store, keep or park any unregistered or un-roadworthy vehicle on any part of a community lot (except within an enclosed garage);
- 2.3.1.7.6. store, keep or park any boat, caravan or trailer on any part of a community lot (except within an enclosed garage)
- 2.3.1.8. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.1.9. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.1.9.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
 - 2.3.1.9.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.1.10. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - 2.3.1.10.1. keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.1.10.2. repainting as necessary;
 - 2.3.1.10.3. replacing or repairing damaged or decaying materials; and
 - 2.3.1.10.4. replacing or repairing broken or cracked windows and doors;
 - 2.3.1.10.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
 - 2.3.1.10.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
- 2.3.1.11. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.1.12. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the *Fences Act 1975* (SA);
- 2.3.1.13. store garbage within the area set aside for rubbish bin storage on common property in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.1.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.1.15. comply with all statutory requirements in relation to the disposal of garbage; and

- 2.3.1.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation the building, plant, equipment, roadway surfaces, paving, footpaths and lighting;
- 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment or hot water service unit which exclusively services any particular Lot is located wholly or partly on Common Property, then:
 - 3.3.1. the Owner of that Lot will have free licence from the Corporation for the placement and maintenance of that air-conditioning plant and equipment or hot water service unit on the Common Property; but
 - 3.3.2. the Owner of that Lot will be responsible for and will pay all the running costs and maintenance and repair of that air-conditioning plant and equipment or hot water service unit, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

- 4.1.1. make any structural changes or additions on or to a Lot; or
- 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole and subject to the approval of the corporation and council.

4.3. A Lot Owner must maintain its Lot:

- 4.3.1. in accordance with the Development Plan of the local Council;
- 4.3.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
- 4.3.3. in accordance with the Development Act 1993; and

4.3.4. not in breach of these By-Laws and;

4.3.5 in accordance with the encumbrance

- 4.4. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2. Dogs and cats (not exceeding 8 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. An Owner of an animal must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by the animal, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.
- 5.7. Clauses 5.1, 5.2, and 5.4 above shall not however apply to Occupiers, Proprietors or persons lawfully upon the Common Property or Lots who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

6. Use of Roadways and Common Area Parking

- 6.1. Where there are car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled to impose fines for unauthorised parking as set out in clause 10.8 and the Community Corporation may impose time limits and other restrictions on the use of the visitor carparks on common property as set out in Clause 11.

6.2. A Lot Owner, Occupier or Invitee will not:

- 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
- 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
- 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
- 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.
- 6.2.5. store, repair or maintain vehicles on any part of the common property or carparking area except the extent necessary to remove the vehicle.
- 6.2.6. use any part of the common property for the storage or display of materials or goods including waste products or refuse.
- 6.2.7. hinder or otherwise obstruct vehicles lawfully on the common property for the purposes of collecting garbage.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will:
 - 8.5.1. void any insurance; or

- 8.5.2. increase the premium payable for any insurance; maintained by the Corporation.

9. Community Corporation To Supply Water

- 9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.
- 9.2. The potable metered water connection will be connected to private water reticulation system installed within the Common Property and will provide water supply to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.
- 9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's administration fund.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

- 10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).
- 10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Contact Details

A Lot Owner must notify the Corporation:-

- 10.6.1. of the Lot Owner's telephone and any facsimile contact number;
- 10.6.2. of the telephone and any facsimile contact numbers of any Occupier of the lot where the occupier is not the Lot Owner;
- 10.6.3. of any change in the address, telephone and facsimile contact numbers of the Lot Owner or occupier of the lot; and
- 10.6.4. immediately of any change in the occupancy of the Lot.

10.7. Notice Of Accidents Or Defects And Repairs

A Lot Owner or Occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Corporation shall have authority by its agent's or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Common Property as often as may be necessary.

10.8. Offences

- 10.8.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.
- 10.8.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

- 11.1. The management committee of the Corporation, subject to Clause **Error! Reference source not found.** below, has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment

of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

- 12.1. Amounts owing to the Corporation will be paid by the relevant owner promptly on demand by the Corporation and will be recoverable as a debt.
- 12.2. The Corporation may recover from owners (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner.
- 12.3. The Corporation may charge interest, at the rate determined by the Corporation, on any amounts due by a Lot Owner but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.
- 12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.
- 12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot Owner or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would have been delivered at the address to which it was sent.

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

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