

Orig. LF 9850619



11:20 24-May-2004

1 of 1

Fees: \$0.00

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 USE

SERIES NO.	PREFIX
2	LF

ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
94	

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: CARRINGTON CONVEYANCERS

Correction to: CARRINGTON CONVEYANCERS

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

-
-
-
-
-

Assessor

PICK-UP NO.	
CP	
DEV. NO.	

Lands 11:56 24/05/04 170263 REGISTRATION FEE \$94.00

CORRECTION	PASSED <i>[Signature]</i>
------------	------------------------------

FILED 2/6/09 <i>[Signature]</i> pro REC REGISTRAR-GENERAL

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

ITEM	AGENT CODE

**COMMUNITY TITLES
COMMUNITY PLAN NO:**

INDEX

BY-LAW NO.	DESCRIPTION
1.	Administration, Management and Control of Common Property
2.	Use and Enjoyment of the Common Property
3.	Use and Enjoyment of Community Lots
4.	Maintenance and Repair of Buildings
5.	Maintenance of Community Lot
6.	Disturbance
7.	Insurance by Community Corporation
8.	Building Insurance
9.	Public Liability Insurance
10.	Animals
11.	SA Water
12.	Statutory and Private Services
13.	Offence
14.	Community Corporation's Rights to Recover Money
15.	Future Division
16.	Interpretation

COMMUNITY TITLES ACT, 1996

BY-LAWS OF COMMUNITY SCHEME

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

1. Administration, Management and Control of Common Property

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

2. Use and Enjoyment of the Common Property

- 2.1 The common property is, subject to the Act and these By-laws, for the common use and enjoyment of owners, their employees, invitees, and visitors of community lots in the Community Scheme.
- 2.2 A person must not, without the authorisation of the Community Corporation, damage or interfere with a building structure, tree or ancillary service on or in the Common Property.
- 2.3 A person must not, without the authorisation of the Community Corporation, deposit any object or material on the Common Property if it is likely to be hazardous or offensive to other persons using or adjacent to the Common Property.
- 2.4 A person must not obstruct vehicular, horse or pedestrian traffic on the Common Property of Community Corporation 21184 Inc.
- 2.5 A person must not park a motor vehicle on the Common Property of Community Corporation 21184 Inc except on a part of the Common Property set aside for motor vehicles.
- 2.6 A person driving a vehicle on the Common Property of Community Corporation 21184 Inc must comply with the rules applicable under the Road Traffic Act 1961 to the driving of a vehicle on a public road and not exceed a speed of 40 kilometres per hour.

3. Use and Enjoyment of Community Lots

No building erected on a Community Lot shall be used or occupied otherwise than for residential or related use unless such use has been approved by the Community Corporation.

4. Maintenance and Repair of Buildings

4.1 The owner of a Community Lot must maintain and keep in good repair buildings and structural improvements to the Lot (including paintwork and external finishes).

4.2 The minimum standard for building and improvements to be constructed on the Community Lot shall be as determined by local Council requirements for buildings and improvements but in any event a residence or addition shall not be of fibre, cement, transportable or a kit building with the exception of kits or buildings with at least 75% solid brick, pre-formed masonry and or stone walls.

4.3 The owner of a Community Lot must ensure that any erection or construction of any structure that is iron or steel is pre coated or colour bond.

4.4 The owner of a Community Lot shall ensure that any fencing erected or constructed on the Community Lot is of open wire or of an open see through "rural" character in keeping with the rural amenity of the location.

5. Maintenance of Community Lot

5.1 The owner of a Community Lot must keep the lot in a clean and tidy condition.

5.2 The owner of a Community Lot must comply maintain with the terms and conditions of any Council Regulation or By-law.

5.3 The owner of a Community Lot must:-

5.3.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

5.3.2 comply with any requirements of the Council for the disposal of garbage.

6. Disturbance

- 6.1 The owner of a Community Lot must not engage in conduct that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.
- 6.2 The owner of a Community Lot must ensure, as far as practicable, that persons who are brought or allowed onto the Community Lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.

7. Insurance by Community Corporation

- 7.1 The Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual Community Lots unless agreed by the members of the Community Corporation.
- 7.2 An owner or occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might:-
- 7.2.1 void or prejudice insurance effected by the Community Corporation; or
- 7.2.2 increase any insurance premium payable by the Community Corporation.

8. Building Insurance

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

9. Public Liability Insurance

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

10. Animals

10.1 An owner of a Community Lot is entitled:-

to keep animals on their Community Lot provided that the keeping of that animal/s complies with all statutory regulations and By-laws and does not cause unreasonable noise or nuisance to the other lot owners.

11. SA Water

11.1 Sewer and water reticulation is by private services provided to each Community Lot from a water meter and sewer point located at the junction on Mount Torrens Road.

11.2 The services are laid within the Common Property of Community Corporation 21184 Inc as shown on the service infrastructure plan and are maintained by the Community Corporation.

11.3 The community corporation shall ensure that each Community Lot owner maintains at their cost a water meter installed at the boundary of their lot and the Common Property of Community Corporation 21184 Inc.

11.4 The community corporation shall cause the water meters to be read periodically and shall render an account to each lot owner at the Community Corporation's discretion for water consumed by each Community Lot, in a manner and at a rate agreed from time to time by the Community Corporation.

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

12. Statutory and Private Services

12.1 The Community Corporation is responsible for and must maintain and repair of the following services where they are contained in the common property:-

- | | |
|-------------------|-----------------------|
| (a) water & sewer | (b) Telecommunication |
| (c) electricity | (d) storm water |

13. Offence

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

Maximum Penalty: \$500.00

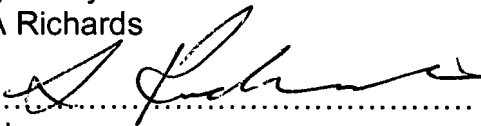
14. Community Corporation's Right to Recover Money

- 14.1 The Community Corporation may recover any money owing to it under the By-laws as a debt.
- 14.2 An owner of a Community Lot must pay or reimburse the Community Corporation on demand for the costs charges and expenses of the community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.
- 14.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.
- 14.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation as specified in accordance with Section 114(4)(b) and Regulation 20 of the Community Titles Act 1996 as amended

15. Interpretation

- 15.1 "Act" means the *Community Titles Act 1996* and as amended.
- 15.2 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-laws are lodged.
- 15.3 "Community Lot" means a community lot created by Plan of Community Division referred to above.
- 15.4 "Community Parcel" means the whole of the land comprised in Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority
- 15.5 "Occupier" of a community lot includes, if the lot is unoccupied, the owner of the lot.
- 15.6 Except where otherwise appears words shall have the same meaning as are set out in the Act.

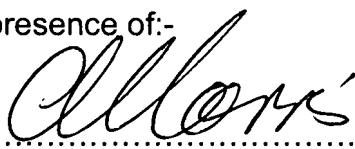
Signed by the said
L A Richards


.....

and
M Richards


.....

In the presence of:-


.....

Witness