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By-Laws
Development No 020/C014/005

COMMUNITY TITLES ACT 1996
BY-LAWS
COMMUNITY CORPORATION NO. 23362 INCORPORATED

As varied 19 October 2016

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



RODNEY GRANT HAMMOND
Suite 513, 147 Pirie Street
Adelaide SA 5000

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



DAVID JOHN CHADBOURNE, Presiding Officer

COMMUNITY TITLES ACT 1996
BY-LAWS
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**COMMUNITY TITLES ACT 1996
BY-LAWS
COMMUNITY CORPORATION NO. CP 23362 INCORPORATED**

IMPORTANT NOTICE

These by-laws bind the Corporation, the Lotholders and Occupiers 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 Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

PART 1 - DEFINITIONS

1. The following words have these meanings in the by-laws unless the contrary intention appears:

"Act" means the Community Titles Act 1996 as amended;

"Authorised Person" means a person on the Community Parcel with the consent express or implied of a Lotholder or Occupier of a Lot or the Corporation;

"Corporation" means the Community Corporation No. CP 23362 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Plan" means Community Corporation Plan No. 23362;

"Common Property" means:

- (a) those parts of the Community Parcel and the building that do not comprise or form part of a Lot;
- (b) the service infrastructure (except for any part of the service infrastructure that is vested in a Minister of the Crown or other authority or person and the parts of the service infrastructure that provide a service to only one Lot);
- (c) any other property delineated as common property; and
- (d) any property vested in the Corporation to be owned as community property.

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Development Activities" means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel and Common Property including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Developer;
- (d) the use of any part of the Community Parcel and Common Property in connection with the forms of work referred to in paragraphs (a) to (c) of this definition;

"Lot" means a Community Lot comprised in the Community Plan;

"Lot Entitlements" means the lot entitlements for the Lots recorded on the relevant deposited community plan as may be varied in accordance with the Act from time to time;

"Lot Holder" means the Owner of a Lot;

"Management Committee" means the management committee of the Corporation as constituted or elected from time to time under the Act;

"Manager" means the person or managing agent appointed by the Corporation pursuant to by-law 3.3;

"Occupier" means the occupier of a Lot and includes, if a Lot is unoccupied, the Owner of the Lot;

"Private Service" means a service running through or serving Lots, Common Property or Common Property that is not a Statutory Service;

"Rules" means the rules made by the Corporation pursuant to the powers contained in these by-laws;

"Sales Activities" means activities relating to the sale of Lots, including sale by auction of Lots or leasing of Lots and all ancillary activities;

"Security Key" means a key, magnetic card or other device used to:

- (a) open and close doors, gates or locks; or
- (b) operate alarms, security systems or communication systems; or

- (c) limit elevator access to a particular floor or floors;

in respect of a Lot or the Common Property.

2.1 In the by-laws unless the contrary intention appears; the following applies:

- (a) a reference to an instrument, by-law or matter regulated by a by-law includes any variation or replacement of it;
- (b) 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;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) words of any gender include every gender;
- (f) a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- (h) headings are inserted for convenience and do not affect the interpretation of these by-laws.

2.2 If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, then it is severed. The remainder of these by-laws will continue to have full force and effect. This by-law has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

2.3 The Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Corporation does not prevent a further exercise or a delay in exercising a right, power or remedy does not prevent its exercise.

2.4 The rights, powers and remedies provided in the by-laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the by-laws.

2.5 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement.

for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

- 2.6 Words or expressions which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the by-laws it shall have the same meaning as it has in the Act, unless the context otherwise requires.

PART 2-MANDATORYBY-LAWS

3. Administration, Management and Control of Common Property

- 3.1 The Corporation is responsible for the administration, management and control of the Common Property;
- 3.2 The Corporation may appoint a Management Committee which shall be responsible to assist the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
- 3.2.1 the appointment of a Manager pursuant to By-law 3.3;
 - 3.2.2 common property improvements, maintenance and upgrading works exceeding a maximum value of \$75,000.00 when three quotations for work, where practical and cost-effective, have been obtained;
 - 3.2.3 common property improvements, maintenance and upgrading works exceeding a maximum value of \$10,000.00 when supported by one quotation for the work;
 - 3.2.4 The Corporation's obligations regarding the insurance under the Act.
 - 3.2.5 Any matter requiring special or unanimous resolution in accordance with S.92(4) of the Act.
- 3.3 The Corporation may appoint a Manager to assist the Corporation in carrying out the function of administering, managing and controlling the Common Property.
- 3.4 The Manager shall be appointed on a management contract that is subject to annual review by the Corporation.
- 3.5 If on annual review the Corporation is dissatisfied with the performance of the Manager, the Corporation may terminate the management contract.

4. Corporation's Obligations under the Act

The Corporation must as required by the Act:

- 4.1 Hold annual general meetings;
- 4.2 Prepare accounting records of the Corporation's receipts and expenditure and an annual statement of accounts;
- 4.3 Have the annual statement of accounts audited;

- 4.4 Establish administrative and sinking fund; and
- 4.5 Maintain a register of the names of the owners of the Lots.

5. 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 invitees.

PART 3 - COMMUNITY PARCEL

6. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel without the Consent of the Corporation:

- 6.1 interfere or allow their visitors to interfere with other's use or quiet enjoyment of the Community Parcel;
 - 6.2 be inappropriately or inadequately clothed when upon the Community Parcel so as to be visible from another Lot or the Common Property;
 - 6.3 carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services on the Community Parcel without the consent of the Corporation;
 - 6.4 use any portion of the Community Parcel as a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for the sale of services without the consent of the Corporation;
 - 6.5 park or stand a motor vehicle in a parking space or elsewhere 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 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;
- REFER ANNEXURE "A" PAGE 23
- 6.6 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Community Parcel without the consent of the Corporation;
 - 6.7 obstruct any person's lawful access to any Lot or to the Common Property;
 - 6.8 carry, use, discharge or explode any firearm, explosive, fireworks, air gun or other weapon;

- 6.9 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others when on the Community Parcel;
- 6.10 burn rubbish or waste at any time;
- 6.11 damage or deface any building or sign or structure on the Community Parcel;
- 6.12 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escapes;
- 6.13 rollerblade, rollerskate or ride a skateboard;
- 6.14 ride any bicycle or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 6.15 permit any bicycle to be brought into their Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;
- 6.16 allow any glazed portions of their Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 6.17 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or court forming part of the Common Property or their Lot without the consent of the Corporation except for pot plants and barbeques, outdoor chairs and tables;
- 6.18 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;
- 6.19 make or allow their visitors to make undue noise in or about the Community Parcel;
- 6.20 disobey reasonable directions or requests from an officer of the Corporation;
- 6.21 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot;
- 6.22 install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit and antennae or satellite dish) which:
 - (a) extends outside the boundaries of their Lot; or
 - (b) is located on any balconies; or

- (c) protrudes from any building or balcony forming part of their Lot,
without first obtaining the written consent of the Corporation,

6.23 without limiting by-law 6.22, affix a satellite dish to any part of the Common Property.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lot holder or occupier of a Lot 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 to the Lot or the Common Property is interfered with.

PART 4 - COMMON PROPERTY

8. Prohibited Activities

The following activities are prohibited on the Common Property:

- 8.1 rollerblading, rollerskating, or riding a skateboard;
- 8.2 play cricket, golf or any other game in such manner as to interfere with the safety or comfort of any other person;
- 8.3 camp or sleeping overnight;
- 8.4 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 paragraph shall not extend to running repairs in the case of breakdown;
- 8.5 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;
- 8.6 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent;

8.7 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;

8.8 obstruct any corridor, hallway, passage or other access way;

8.9 carry, use, discharge or explode any firearm, explosive, fireworks, airgun or other weapon.

9. Corporation to Keep Common Property in Good Repair

The Corporation must keep the Common Property in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, handrails and intercom (if any)) 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 parties to provide such services for the benefit of Lotholders on behalf of the Corporation.

10. Security on Common Property

A Lotholder or Occupier must not do anything which may prejudice the security or safety of the Common Property.

11. Notification of Defects

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

12. Compensation to Corporation

12.1 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 their respective tenants, licensees or invitees.

12.2 A Lotholder will, in respect of any fire safety sensors or sprinklers located within a Lot or a subsidiary owned by that Lotholder, compensate the Corporation on demand for the cost to the Corporation of:

- (a) maintaining any such fire safety sensors or sprinklers; and
- (b) the attendance by the SA Metropolitan Fire Service at the Community Parcel resulting from the activation of any such fire safety sensor or sprinklers; and
- (c) any fines imposed on the Corporation by any relevant authority resulting from the activation of such fire safety sensor or sprinklers;

and

- (d) reinstating the fire safety system or sprinklers to which any such fire safety sensor is connected to its former state.

Such costs shall be recoverable by the Corporation from the Lotholder as a debt.

13. Restricted Use of Common Property

The Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 13.1 close off any part of the Common Property not required for access to a Lot 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;
- 13.2 permit to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- 13.3 restrict by means of a Security Key the access of Lotholders or Occupiers;
- 13.4 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; and
- 13.5 cancel any Security Key issued where a Lotholder is in arrears in payment of corporation levies in excess of two (2) quarters.

PART 5 - USE OF COMMUNITY LOTS

14. Good Repair

A Lotholder must:

- 14.1 maintain the Lot in good repair;
- 14.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 14.3 carry out any work ordered by the Corporation in respect of the Lot.

15. Use of Lot

A person bound by these by-laws;

- 15.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;

- 15.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be 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;
- 15.3 must allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- 15.4 must pay all rates, truces, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 15.5 must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to their Lot;
- 15.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 15.7 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 express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Corporation;
- 15.8 must not do or omit or suffer to be done or omitted 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 and security doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 15.9 must take every reasonable precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 15.10 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;
- 15.11 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 15.12 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 15.13 must ensure compliance with fire laws in respect of the Lot;
- 15.14 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy; and

- 15.15 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.

16. Lotholder's Responsibilities

The maintenance and repair of the air conditioning condenser, tiling on the Lot balcony and in the bathroom and kitchen of the Lot is the responsibility of the Lotholder.

17. Renovation and Refurbishment of Lots

- 17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:
- 17.1.1 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;
 - 17.1.2 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;
 - 17.1.3 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;
 - 17.1.4 such person obtains the consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed works; and
 - 17.1.5 such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter a Lot and made sure that such workers have appropriate current public liability insurance cover.
- 17.2 The Lotholder shall ensure that:
- 17.2.1 workers are only permitted to enter a Lot in the presence of the Lotholder or the Occupier commissioning the work to be undertaken or the Corporation.
 - 17.2.2 all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;

- 17.2.3 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - 17.2.4 all work is undertaken only between the hours of 7.30 am and 5.30 pm on Mondays to Saturdays other than public holidays;
 - 17.2.5 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - 17.2.6 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and to the cost of the Lotholder;
 - 17.2.7 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - 17.2.8 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;
 - 17.2.9 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 affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
 - 17.2.10 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;
 - 17.2.11 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
 - 17.2.12 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 a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.
- 17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means;
- 17.3.1 the erection, alteration, demolition or removal of a building or structure;
 - 17.3.2 the alteration of the external appearance of a building or structure;

- 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
- 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
- 17.3.5 the installation, removal or replacement of any flooring;
- 17.3.6 alteration 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.

18. Moving Articles To and From Lots

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

- 18.1 goods or furniture may be delivered to and from the 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 under the supervision of the Corporation; and,
- 18.2 goods 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.

19. 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.

20. Storage of Flammable Liquids

A Lotholder or Occupier of a Lot must not:

- 20.1 except with the written consent of the Corporation, use or store on the 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
- 20.2 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.

21. Pets and Animals

- 21.1 A Lotholder or Occupier may keep a domestic animal in his or her Lot and may allow that animal access to the Common Property.
- 21.2 If any 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.
- 21.3 A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.

22. Leasing

- 22.1 Where a Lotholder leases the Lot the Lotholder must inform the Corporation of the identity of the Lessee and the essential terms and conditions of the Lease.
- 22.2 A Lotholder or Occupier of a Lot shall not lease or grant rights of occupation in respect of the Lot 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, or any change in address of a Lotholder.

24. Right to Enter Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the 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:

- 24.1 to inspect the Lot;
- 24.2 to carrying out maintenance repairs or work; and
- 24.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-law are being observed.

25. Sale of Lot

A person bound by these by-laws:

- 25.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- 25.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel;
- 25.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

26. Disposal of Garbage

- 26.1 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; and
- 26.2 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.

27. Observance of By-laws

- 27.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity;
- 27.2 A Lotholder or Occupier shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor; or invitee leaves the Community Parcel.

28. Insurance

- 28.1 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- 28.2 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as 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.
- 28.3 Proof of coverage by way of a copy of the Lotholder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

29. Indemnity and Release

A person bound by these by-laws shall:

- 29.1 Indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses 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.
- 29.2 Occupy and use and keep the 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 damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

30. Window Coverings

A Lotholder or Occupier must not install or permit the installation of any window furnishings to the interior of any window other than in accordance with the following specifications without the prior approval of the Corporation;

- 30.1 Sunscreen Roller Blinds - manual, chain operated or motorised in one of the following colours:
white, off-white or cream.
- 30.2 Timber Venetians - manual, chain operated or motorised in one of the following colours:
white, off-white or cream.
- 30.3 Blackout Roller Blinds - manual, chain operated or motorised in one of the following colours:
white, off-white or cream.
- 30.4 Cloth Curtains - manual, chain operated or motorised in one of the following colours (to the extent that the colour is visible externally to the lot):
white, off white or cream.

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.

31. Corporation May Make Rules

The Corporation or the Manager may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and their 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.

PART 6-MISCELLANEOUS

32. Corporation's Rights and Powers- Unpaid Levies

32.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

32.1.1 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

32.1.2 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.

32.2 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's party 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 to costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 36.1(a) 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.

32.3 If a contribution levied under the Act is unpaid after it falls due for payment, the amount of the unpaid contribution will bear interest at the annual rate determined by the Corporation from time to time, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, the Manager Agent may write off interest to a limit to be determined by the Corporation from time to time.

32.4 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 the other person for the payment of the interest.

32.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

- 32.6 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 as a debt in an action in any Court of competent jurisdiction from the Lotholder at the time when the breach occurred.

33. 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.

34. Sinking Fund

- 34.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 34.2 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.
- 34.3 The following provision shall apply to any Sinking Fund established under this by-law:
- 34.3.1 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;
- 34.3.2 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
- 34.3.3 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.

35. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is not a Manager, the secretary of the Corporation.

36. Security Keys

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

- 36.2 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours 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.
- 36.3 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 to dispose of it otherwise than by returning it to the Corporation.
- 36.4 A Lotholder or Occupier must promptly notify the Corporation if a Security key issued is lost or destroyed.

37. Pool and Health Club

- 37.1 A Lotholder or Occupier must not breach nor permit persons under his or her control to breach the regulations as stipulated from time to time by the Corporation in respect of the use of the swimming pool, health centre and surrounding designated areas.
- 37.2 A Lotholder or Occupier must wear appropriate clothing and suitable foot wear when in the health centre. All gymnasium equipment must be used with a towel and wiped down after use. No wet swimming gear is to be worn outside the swimming pool area.
- 37.3 A manager may be appointed by the Corporation to operate the swimming pool and health centre and provide supervised training to a Lotholder or Occupier and visitors. No visitor may enter or use the swimming pool or health centre unless accompanied by a Lotholder or Occupier or the manager (if one has been appointed).
- 37.4 The swimming pool and health centre will be open for use by Lotholders and Occupants between the hours of 06:30 and 22:00 daily or such other hours as the members of the Corporation may agree by resolution.

38. Permits

- 38.1 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;
- 38.2 the Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;
- 38.3 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;

38.4 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;

38.5 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;

38.6 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;

38.7 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.

39. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: \$500.00.

40. 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.

41. 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.

42. Notice

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

43. Induction Program

43.1 Within one month, or such other time as the Corporation may permit, of a Lot Holder first owning a Lot in the Community Parcel, the Lot Holder must provide

evidence to the Corporation that the Lot Holder has attended and completed at the Lot Holder's cost, an induction program approved by the Corporation for new Lot Holders and Occupiers ("Induction Program") conducted by an approved representative of the Corporation.

43.2 Within one month, or such other time as the Corporation may permit, of an Occupier taking occupation of a Lot under a residential tenancy the Lot Holder must provide evidence to the Corporation that the Occupier has attended and completed at the Lot Holder's cost an Induction Program conducted by an approved representative of the Corporation.

43.3 Where there are more than one Lot Holder or relevant Occupier, attendance and completion of an Induction Program by one Lot Holder or one relevant Occupier, as the case may be, on each relevant occasion shall be deemed to be attendance and completion on that occasion by all of them the Lot Holder and relevant Occupier.

ANNEXURE "A"

6.5.1 store, place or stand any good, chattel or item without limitation, on, in or adjacent to any car park other than a motor vehicle. A person who fails to comply with this by-law is guilty of an offence and may be fined up to \$500. In addition to a fine the Corporation shall also have, following reasonable notice not exceeding 14 days, the power to remove and dispose of any such items in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention. Such persons shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.

*MINUTES
of the Annual General Meeting*

of

*Community Corporation 23362 Inc.
4-8 CHARLES STREET, ADELAIDE*

held

*at Scots Church Hall
237 North Terrace, Adelaide SA 5000*

on Wednesday, 19 October 2016 at 6:00 PM

PRESENT

In Person

Lot 5 Dr P Relf
Lot 13 Ms S S H Gan
Lot 15 Mr F S R Sullivan
Lot 17 Dr B Gooden
Lot 18 Boulevard City Apartments represented by Mr D Chadbourne Pty Ltd
Lot 19 Mr A K Tuohy & Mrs E L Farrant
Lot 22 Boulevard City Apartments represented by Mr D Chadbourne Pty Ltd
Lot 26 Mrs J Gould
Lot 27 Mr L Rimon
Lot 31 Ms A C Axelby
Lot 37 Dr M Hammerton
Lot 38 Mr M Fensham
Lot 39 Mr S R Berry & Ms K N Hansen
Lot 47 Boulevard City Apartments represented by Mr D Chadbourne Pty Ltd
Lot 70 Mr R Creaser
Lot 82 Ms C Wastell
Lot 85 Dr D Bilusich
Lot 103 Mr F Cufone
Lot 104 Mr D Silvestri
Lot 107 Mr D Silvestri

By Proxy

Lot 1 Ms J A Obst represented by proxy to Mr P Relf
Lot 2 Mr C Chong-Aik & Mrs G Khor represented by proxy to Mr D Lee
Lot 4 Mrs C Cheung represented by proxy to Mr D Lee
Lot 16 Mr S Baker & Ms A Sulaiman represented by proxy to Mr D Lee
Lot 23 Mr S Baker & Ms A Sulaiman represented by proxy to Mr D Lee
Lot 24 Mr S Baker & Ms A Sulaiman represented by proxy to Mr D Lee
Lot 30 Mr P Buchan & Ms J Lee represented by proxy to Mr D Lee
Lot 34 Ms E Tham represented by proxy to Mr D Lee

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

.....
DAVID JOHN CHADBOURNE, Presiding Officer

- Lot 42 Mr D Schiafone & Ms N Duffield represented by proxy to Mr D Silvestri
- Lot 43 Dr C L Moey represented by proxy to Mr D Lee
- Lot 50 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 51 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 52 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 55 Mr I Drummond & Instil Enterprises represented by proxy to Mr D Lee
- Lot 57 Mr G & Mrs V Rees represented by proxy to Mr D Lee
- Lot 62 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 63 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 64 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 65 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 66 Martin Towers Pty Ltd represented by proxy to Mr P Relf
- Lot 67 Mr G Fisher represented by proxy to Mr D Lee
- Lot 69 Mr R & Mrs S Singh represented by proxy to Mr D Lee
- Lot 73 Ms A Forrest represented by proxy to Mr D Lee
- Lot 74 Mr D Lee represented by proxy to Mr D Lee
- Lot 78 Dr M R Francisco represented by proxy to Mr D Lee
- Lot 79 Mr D Lim & Ms I Yu represented by proxy to Mr D Lee
- Lot 81 Mr C Birzer represented by proxy to Mr D Lee
- Lot 83 Mr R & Mrs C Wee represented by proxy to Mr D Lee
- Lot 88 Dr P Ho represented by proxy to Mr D Silvestri
- Lot 89 Mr D Buchan & Mr J Lee represented by proxy to Mr D Lee
- Lot 92 Dr J Yong represented by proxy to Mr D Silvestri
- Lot 93 Elizabeth South Surgery Pty Ltd represented by proxy to Mr D Lee
- Lot 99 Ms K F Chow represented by proxy to Mr D Lee
- Lot 100 Mr H Huat & Ms Y Toeh represented by proxy to Mr D Lee
- Lot 101 Dr P Lee represented by proxy to Mr D Lee
- Lot 102 Dr M M F Lai represented by proxy to Mr D Lee
- Lot 106 Ms R O'Hara represented by proxy to Whittles
- Lot 109 Dr A Lok represented by proxy to Mr D Lee

By Proxy with written voting instructions

- Lot 3 Ms M Borg
- Lot 10 Dr A Chadderton & Ms M Hill
- Lot 25 Ms H Webber
- Lot 35 H & J Ling Holdings & Dreamtown Pty Ltd
- Lot 53 Mr R J & Mrs J M Creasey
- Lot 58 Dr G Rhodes
- Lot 105 Mr A Stevenson
- Lot 111 J & S Nominees Pty Ltd

In Attendance

Steve Geyer & Peter Affleck representing Whittles Body Corporate Management Pty Ltd

PROCEEDINGS

PRESIDING OFFICER

The Presiding Officer, Mr D Chadbourne, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting and recording the minutes of the meeting.

Quorum

The Corporation Manager declared that a quorum was formed with 66 of the 109 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.

Declaration of Interest

All owners or their nominees, were reminded that they were required to advise the meeting if they had 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 Annual General Meeting held on 7th of October 2015 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

2. Correspondence

The Corporation's correspondence for the previous twelve months was tabled and made available for review at the Annual General Meeting.

3. 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 July 2015 to June 2016 which have been circulated to all members, were accepted.

4. Management Committee Report

Mr Chadbourne spoke to Members in relation to important matters that have occurred in relation to the Corporation over the past 12 Months. Members are advised that they may view the associated Power Point presentation by logging on to the Martin Towers website or alternatively by contacting the Corporation Manager to receive a copy via email.

5. Appointment of Manager

In accordance with the provisions of Section 76(9) of the Community Titles Act 1996, the Presiding Officer was authorised to execute, on behalf of the Corporation, a contract appointing the Manager of Whittles Strata & Community Corporation Managers for a term of one year at a rate of \$21,250 per annum, for the Corporation's current financial year, being from July 2016 to June 2017 in accordance with the conditions as set out in our standard management agreement.

Additional recoverable charges will be made for stationery, government charges including any applicable goods and services tax, preparation of a tax return where necessary and meeting fees. Postage and photocopying charges will be debited to the Corporation as actually expended. Pro rata management fees shall continue to be charged from the Corporation's end of financial year up until the next annual general meeting.

6. 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 D Chadbourne	Lot 18, 22, 47
Secretary	Dr P Relf	Lot 5
Treasurer	Dr M Hammerton	Lot 37
Member	Ms J Obst	Lot 1
Member	Mr P Hubbard	Lot 8
Member	Ms E Farrant	Lot 19
Member	Ms A Axelby	Lot 31
Member	Mr R Creasey	Lot 53
Member	Dr C Cheong	Lot 80
Member	Ms C Wastell	Lot 82
Member	Mr D Silvestri	Lot 104, 107

Members present asked that a note of thanks be included for the previous Committee for their guidance and efforts through a very challenging time. It was noted that more work needed to be done particularly in the area of funding but significant advancements have been made in the past year and the Committee were congratulated on their leadership with this.

Limitations Imposed

The Corporation Manager advises 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.

7. Appointment of Primary Corporation Representatives

That in accordance with the Community Titles Act 1996, the meeting appoint Primary Corporation Representatives.

Following some discussion it was agreed that Mr Chadbourne represent Lot 1 (being one of the two Residential lots) and Dr Relf represent Lot 3 (being the second of the two Residential lots). In addition it was moved and agreed that Mr Silvestri be registered as the Proxy representative for one or both of the nominated representatives in event of their absence. The Manager is to notify the Primary Corporation of these decisions.

8. Retention/Appointment of a Non Accredited Worker

Members are reminded that the Management Committee may decide that in some circumstances that they will not avail themselves of the benefits of Whittles' contractor accreditation process and that the Management Committee would attend to maintenance requirements, including obtaining quotes and instructing contractors to proceed. It is acknowledged that Whittles cannot be involved in this process in any way. On completion of the work, the Corporation Chairman or a person authorised by the Corporation will sign off on the invoice and then forward it to Whittles for payment from the Corporation's funds. Whittles cannot be involved in any dispute or negotiation with the contractor and will not co-ordinate, supervise or oversee their work.

9. 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 where necessary to ensure the Corporation is aware of its legislative and reporting requirements as a Body Corporate. Many different areas are subject to annual compliance and the Manager will update any compliance reports required to be held on file.

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. The Compliance Register where established will be updated throughout the year.

9a. Primary Duty of Care / Common Property

In accordance with the Work Health and Safety Act 2012, Whittles recommended that a suitable qualified company be instructed to carry out an inspection of the common property of the Corporation at an estimated cost of \$3300 and provide a detailed report of any hazard that could be deemed a risk to the health or safety to workers, residents or visitors.

Members agreed not to have this carried out at this time.

10. Current Insurance Details

The Corporation's current policy details are as follows:

Underwriting Agency	CHU Underwriting Agencies		
Underwriter	QBE Insurance (Australia) Limited		
Policy Number	SNC55377		
Expiry Date	31/08/2017		
Building / Common Property Cover	\$175,219,000	Excess	\$500
Legal Liability	\$50,000,000	Excess	\$500
Office Bearer's Liability	\$20,000,000		
Catastrophe Cover	Held		
Flood Cover	Not Held		
Machinery Breakdown	Not Held	Excess	
Fidelity Guarantee	\$1,000,000	Excess	\$500

11. Insurance Renewal

The Corporation Manager advises that Insurance is a matter managed by the Primary Corporation and Whittles as managers of the Secondary Corporation are not involved in these deliberations. Whittles will however continue to provide assistance as requested by Secondary Corporation Members.

12. General Business

1. Report into the repairs to the roofing structure over the pool plant and equipment

The Manager advised that a quote was received for installing a hard roof over the pool plant & equipment for approximately \$22,000. Since the quote was received the company went into voluntary Administration. The Manager then received a second quote to install a hard roof over the pool plant and equipment for approximately \$34,000. The Manager is now organising a quote for a replacement sail cover as per what was on there previously.

2. Discussion re replacement of mobility lift (Price approximately \$32,000)

Mr Relf advised all members that the mobility lift was unable to be repaired and that a new lift would need to come from Austria. The cost for the mobility lift is for installation and removal of the old mobility lift plus ongoing maintenance. Following discussion the members agreed to the replacement of the mobility lift.

3. Discussion re changes made to rubbish removal processes

Ms Wastell advised the members that the new rubbish system is working well and has reduced costs significantly. Ms Wastell advised that there are a number of residents who are not correctly separating their rubbish and placing food scraps in with their normal rubbish and putting it down the rubbish chute. This is causing a great amount of extra work for the cleaners in the rubbish bin area and also providing a potential safety risk for the cleaners. Following discussion it was agreed to give out more educational material on the rubbish system and monitor its effectiveness over the next 12 months.

Mr David Bland and Mr N Teoh from the Adelaide City Council spoke to the Corporation and advised that in regards to separating their rubbish into recycling and compostable bins, the corporation has been very good. Mr Bland also informed the corporation that the council will be providing 12 hard rubbish collections per year.

Mr Teoh advised the corporation that corn starch bags are available through the care taker or direct to the Adelaide City Council.

4. Pool Facilities

Ms Wastell advised the corporation that the pool facilities have significantly improved over the past twelve months. There has been little or no down time due to the improved maintenance and cleaning of the pool and associated area.

5 Signage

Following discussion by the corporation on the signage identifying the building, Mr Relf informed the corporation that he will look into options to change the signage from two twenty three and will report back to the committee.

13. 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 the same as the previous budget with total proposed contributions of \$620,000 for the financial year ending June 2017.

Contributions will be raised in accordance with the Lot Entitlement Values of each Lot.

14. 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 \$263,020 for the financial year ending June 2017.

Contributions will be raised in accordance with the Lot Entitlement Values of each Lot.

15. 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 chargeable in accordance with the Lot Entitlement Values of each Lot.

16. 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 \$1850.

17. 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 Office and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

18. 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 23362 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 (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.

19. Notice of Motion A to Amend the By-Laws

The changes proposed to amend Clause 3.2 of the By-Laws are to alter the expenditure limits and to more clearly define the authority vested in the Management Committee with regards to expenditure approval limits and requirements regarding quotations and tenders and to make other amendments to the By-Laws to support this amendment(Special Resolution Required)

Mr Chadbourne spoke to the application and responded to queries raised in relation to the proposed amendments. Following discussion the motion was proposed and voted on.

Votes in Favour 63

Votes Against 1

Votes Abstaining 2

The Manager informed Members that in accordance with the provisions of the Community Titles Act, 1996 with respect to applications by Notice of Motion to vary the By-Laws, the meeting had agreed to approve the application to amend the By-Laws as detailed in Annexure A.

20. Notice of Motion B to Amend the By-Laws

The changes proposed to amend Clause 6 of the By-Laws are to deter the storage of goods in car parks (Special Resolution Required)

Mr Chadbourne spoke to the application and responded to queries raised in relation to the proposed amendments. Following discussion the motion was proposed and voted on.

Votes in Favour 62

Votes Against 2

Votes Abstaining 2

The Manager informed Members that in accordance with the provisions of the Community Titles Act, 1996 with respect to applications by Notice of Motion to vary the By-Laws, the meeting had agreed to approve the application to amend the By-Laws as detailed in Annexure B.

NEXT ANNUAL GENERAL MEETING

There was general agreement that next year's meeting should be held at Scots Church Hall on a date to be advised following direction by the Management Committee.

CLOSURE

The meeting closed at 8.30pm

Owners are able to access & update their personal details through Whittles Owner Portal online. To access your account simply 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 and will assist in reducing printing and postage costs for your Corporation.

ANNEXURE A. Notice of Motion to Amend By-Laws

At a Prior AGM Members voted to increase the expenditure limit of the Committee to \$50,000 but the By-Laws were not updated by the Body Corporate Manager at that time. The Management Committee only became aware of this post transition to the new Manager.

The changes proposed to amend Clause 3.2 of the By-Laws are to alter the expenditure limits and to more clearly define the authority vested in the Management Committee with regards to expenditure approval limits and requirements regarding quotations and tenders and to make other amendments to the By-Laws to support this amendment. (Special Resolution Required)

Justification: Capital works identified in the Sinking Fund Analysis of March 2009 predicts expenditure of greater than \$50,000 in 2017, however limiting the authority of the Committee protects Members against unqualified costs.

Existing Clause 3.2

- 3.2 The Corporation may appoint a Management Committee which shall be responsible to assist the Corporation for the administration, management and control of the Common Property except with the respect to matters concerning:
- 3.2.1 the appointment of a Manager pursuant to By-law 3.3;
 - 3.2.2 maintenance, upgrading or improvements to the Common Property where the items to be considered exceeds \$30,000.00;
 - 3.2.3 the Corporation's obligations regarding the insurance under the Act.
 - 3.2.4 any matter requiring special or unanimous resolution in accordance with S.92(4) of the Act.

Proposed Clause 3.2

- 3.2 The Corporation may appoint a Management Committee which shall be responsible to assist the Corporation for the administration, management and control of the Common Property except with the respect to matters concerning:
- 3.2.1 the appointment of a Manager pursuant to By-law 3.3;
 - 3.2.2 common property improvements, maintenance and upgrading works exceeding a maximum value of \$75,000.00 when three quotations for work, where practical and cost-effective, have been obtained;
 - 3.2.3 common property improvements, maintenance and upgrading works exceeding a maximum value of \$10,000.00 when supported by one quotation for the work;
 - 3.2.4 the Corporation's obligations regarding the insurance under the Act.
 - 3.2.5 any matter requiring special or unanimous resolution un accordance with S.92(4) of the Act.

ANNEXURE B.

Notice of Motion to Amend By-Laws

The changes proposed to amend Clause 6 of the By-Laws are to deter the storage of goods in car parks. (Special Resolution Required)

Justification: Storage of goods in car parks increases the risk of vermin infestation and fire in the car park area. In addition to the above, storing goods in car parks pushes vehicles further back which adversely interferes with available maneuvering room in the car park.

Proposed New Clause 6.5.1

6. Prohibited Activities

A person bound by these by-laws must not in the Community Parcel without the Consent of the Corporation:

6.5.1 store, place or stand any good, chattel or item without limitation, on, in or adjacent to any car park other than a motor vehicle. A person who fails to comply with this by-law is guilty of an offence and may be fined up to \$500. In addition to a fine the Corporation shall also have, following reasonable notice not exceeding 14 days, the power to remove and dispose of any such items in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention. Such persons shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.