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Building Units and Group Titles Act 1980

BUILDING UNITS AND GROUP TITLES REGULATIONS 1980




FORM 17

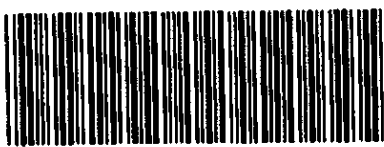
Section 15

NOTIFICATION OF CHANGE OF BY-LAWS

The Proprietors 'Washingtonia' Group Titles Plan No. 1703 hereby certify that in pursuance of the provisions of Section 30 of the *Building Units and Group Titles Act 1980*, by special resolution duly passed on 2 November 2004 the existing by-laws were repealed in their entirety and by resolution without dissent duly passed on 2 November 2004 the by-laws attached were adopted.

THE COMMON SEAL of)
THE PROPRIETORS 'WASHINGTONIA')
GROUP TITLES PLAN No. 1703)
was herewith affixed on the thirtieth)
day of November 2004)
in the presence of:)

A Secretary 
A Chairman 




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BY-LAWS

1. Interpretation

1.1 For the purpose of administration and enforcement of these By-laws, and without detracting from the jurisdiction of the Principal Body Corporate, "common property" where appearing in these By-laws shall include secondary thoroughfare within the Washingtonia residential zone.

Examples of how reference to common property includes Secondary Thoroughfare:-

- Where a By-law prohibits obstruction of the common property, and
- Where a By-law prohibits noise or sights intruding on the common property.

It shall include Secondary Thoroughfare within Washingtonia.

1.2 In the event of any provision of these By-laws being or becoming void or unenforceable then that provision shall be severed from these By-laws to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

2. Other applicable By-laws

A Proprietor or Occupier of a Lot must at all times comply with the following By-laws applying to Sanctuary Cove from time to time:

- (1) The Primary Thoroughfare By-laws;
- (2) The Secondary Thoroughfare By-laws;
- (3) The Development Control By-laws;
- (4) The Residential Zone Activities By-laws

Any breach of those By-laws will constitute a breach of these By-laws.

Note –

A copy of the above By-laws may be obtained from Sanctuary Cove Management Services.

3. Noise

An occupier of a lot must not cause or allow noise likely to interfere with the peaceful enjoyment of another person lawfully on another lot or the common property

4. Vehicles

4.1 No vehicle may be parked, stored or kept on a Lot other than wholly within the Lot's designated parking area.

4.2 An Occupier of a Lot must not, and must not permit any invitee to park a vehicle, or allow a vehicle to stand on any part of the common property, other than a designated parking area and then for short-term parking only.

4.3 A recreational vehicle (which includes, but is not limited to a camper unit, mobile home, boat or boat trailer) may be parked, stored or kept elsewhere on a Lot (other than on the Lot's designated parking area) if the recreational vehicle is screened so that it is not visible from any other Lot or the common property.

4.4 Commercial vehicles (which includes, but is not limited to a dump truck, cement mixer truck, coach, bus, inoperable vehicle equipment, whether mobile or otherwise) must not be parked, stored or kept on the Lot or the common property except for the purpose of commercial deliveries.

4.5 *An Occupier of a Lot must not, nor permit any other person to conduct repairs or restorations to any vehicle or boat on any portion of a Lot or common property except within the Lot's garage, and then only if such activity does not constitute an unreasonable nuisance.*

4.6 *Garages may only be used for garage and general storage purposes and must not be converted to any other use.*

5. Obstruction

An Occupier of a lot must not obstruct the lawful use of the common property by any person.

6. Damage to lawns etc.

An Occupier of a Lot must not:

- (a) *Damage a lawn, garden, tree, shrub, plant flower or any equipment lawfully on the common property; or*
- (b) *Use a part of the common property as his / her garden.*

7. Damage to Common Property

An Occupier of a Lot must not mark, paint, drive nails, screws or other objects into, or otherwise deface or damage a structure that forms part of the common property.

8. Behaviour of invitees

An Occupier of a Lot must take reasonable steps to ensure that the Occupier's invitees abide by these By-laws, and do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or someone else's peaceful enjoyment of the common property.

9. Appearance of Lot

9.1 *Subject always to compliance with the Development Control By-laws of the Principal Body Corporate, a Proprietor and Occupier of a Lot must—*

- (a) *maintain in good condition and repair and where necessary replace or renew the exterior of the Principal Structure on the Lot including, for the Purposes of this By-law only, all fences, walls, windows, gates, sidewalls, walkways, driveways and other structures located on the Lot; and*
- (b) *maintain in a clean condition the interior of the Principal Structure and take all practical steps to prevent infestation by vermin or insects; and*
- (c) *maintain in good condition and repair and where necessary replace or renew all yard landscaping, irrigation facilities, drainage facilities, spas and fountains located on the Lot; and*
- (d) *make any necessary arrangements for sufficient water required for the maintenance and irrigation of all yard landscaping, and must be responsible for the payment of any charges levied in respect of water usage.*

9.2 *A Proprietor or Occupier of a Lot must not hang, dry or air washing, clothing, bedding or other cloth articles or accumulate toys, bicycles or other objects so that the article is visible from another Lot or the common property.*

9.3 *Proprietors and Occupiers must ensure that—*

- (a) *No rubbish (including trees, grass, shrubs, clippings or plant waste, metals, cardboard or bulk material) is kept or stored on the Lot except in an enclosed structure screened from view, or on the common property.*
- (b) *Rubbish is kept only in bins as provided by the garbage contractor engaged by the body corporate, and the bins are kept on the Lot in a position accessible for collection or (for no more than twenty-four hours before and after nominated collection times) in the designated position on the common property or lot.*

(c) No rubbish is kept so that odours emanate from the bin, or constitute a fire or sanitary or health hazard or pose a danger of corrosion to the containers in which it is placed.

9.4 No exterior fire shall be lit or allowed to burn or smoulder on the Lot other than barbecue fires contained within proper receptacles in enclosed yards, or on common property.

9.5 A Proprietor or Occupier of a Lot must not erect, install or allow to remain on a Lot any television, radio, satellite or other electronic antenna or device of any type so that it is visible from another Lot or the common property.

10. Security Systems

A Proprietor or Occupier must ensure that the security system installed in the property on the Lot at all times remains connected to the central security system operated by the Principal body corporate, and is at no time disconnected except in the presence of and with the consent of authorised security personnel.

11. Storage of flammable materials

An Occupier of a Lot must not, without the express written permission of the body corporate store a flammable substance on the Lot unless the substance is used or intended for use only for domestic purposes;

However, this By-law does not apply to the storage of fuel in a fuel tank or gas cylinder kept in accordance with the laws applying to storage of flammable materials.

12. Keeping of animals

12.1 An Occupier must not, and must not permit an invitee to –

(a) Bring, keep or breed an animal on the lot or the common property for commercial purposes.

12.2 A Proprietor or Occupier may keep on the Lot dogs, cats, birds, fish or other common household pets ("Household Pets"), subject to the following conditions-

(a) their numbers do not exceed the numbers determined from time to time by the Principal Body Corporate; and

(b) the animal(s) do not cause a nuisance to other persons.

12.3 A Household Pet may not be kept on the Lot if the Principal Body Corporate reasonably determines that the Household Pet is an unreasonable annoyance and the Occupier is given notice by the Body Corporate or the Principal Body Corporate of the nature of the annoyance, and to remove the Household Pet.

12.4 A Proprietor and the Occupier are jointly liable for any unreasonable noise made, or damage to any person or any property of another person, caused by any animal brought or kept on the Lot by-

(a) A Proprietor or Occupier; or

(b) An invitee to the Lot.

12.5 A proprietor or occupier of a lot must clean up after any of their animals which have gone onto any portion of the common property or any portion of another resident's lot.

12.6 This By-law is subject to the provisions of the Guide Dogs Act 1972.

13. Water Meters

A Proprietor and Occupier must ensure that a water meter compliant with local Council requirements is maintained on the lot and at all times is in a working condition and is accessible for reading purposes.

14. Maintenance of Surrounds

An Occupier must maintain in a tidy condition all lawns, gardens, courtyards, jetties, boardwalks and other surrounds within the Lot.

15. Collection of Charges

An occupier must pay on demand the whole of the body corporate's costs and expenses (including solicitor and own client costs on an indemnity basis) in the recovering of charges duly levied upon that owner by the body corporate. The amount levied shall be recoverable as a liquidated debt.

16. Right to Enter

The body corporate (by itself, its agents and sub-agents, employees and contractors) is hereby authorised by each Proprietor to enter a Lot in the following circumstances-

- (1) At any time without notice for the following purposes:
 - (a) To collect garbage;*
 - (b) To maintain the security of Occupiers and the site;**
- (2) After giving notice to the Occupier, at any reasonable time for the following purposes:
 - (a) To treat a particular area, or all of the site, for the eradication of vermin or insects; and*
 - (b) To test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the installations or equipment (at the expense of the Proprietor if such defect is due to any act or default of the Proprietor or Occupier or their invitees); and*
 - (c) To test the security system.**

Where the Proprietor or Occupier unreasonably refuses permission to enter, the body corporate may effect entry without liability for any damage occasioned by such entry.

In exercising its powers under this By-law, the body corporate shall cause as little inconvenience to the Occupier as is reasonable in the circumstances.

17. Illegal Use

A Proprietor or Occupier must not use the Lot for any illegal purpose.

18. Notifications

A Proprietor or Occupier must promptly notify the body corporate in the following instances-

- (1) If there is any defect in, or accident to the water pipes, gas pipes, electrical installations or fixtures, which comes to the knowledge of the Occupier.*
- (2) The occurrence of any infectious disease requiring notification under any law affecting any person in any residence;*

And the body corporate is authorised to take such action as is necessary in the circumstances, including making repairs for the safety of the Lot or other property, and disinfecting the Lot or other property and affected material, at the cost of the Proprietor.

19. Definitions

For by-laws that follow this by-law:

- (a) *'HT Lots' are the lots created from resubdivision of Lot 146 on GTP of Resubdivision No. 1077073;*
- (b) *'HT Common Property' is the common property created by the plan effecting that subdivision; and*
- (c) *'HT Proprietors' are the proprietors of the HT Lots.*

20. Exclusive use

Pursuant to section 30(7) of the Act and subject to by-law 21

- (a) *proprietors or occupiers of each of the HT Lots listed below have the exclusive use and enjoyment of the area of common property shown in brackets on the plan contained in Schedule 1 and set opposite the Lot listed below, to be used solely for the purpose as a terrace:*

Lot number	Area
1.	1A
2.	2A
3.	3A
4.	4A
5.	5A
6.	6A
7.	7A
8.	8A

- (b) *proprietors or occupiers of the HT Lots have in common with one another, the exclusive use and enjoyment of the HT Common Property other than those parts of the HT Common Property allocated under subparagraph (a) above.*

21. Limitations on that exclusive use

By-law 1 does not extend to any part of the HT Common Property used for utility infrastructure, such as:

- (a) *electrical substations or control panels;*
- (b) *fire service control panels;*
- (c) *telephone exchanges;*
- (d) *irrigation and lighting controls;*
- (e) *other services to lots and common property,*

which parts the Body Corporate may keep locked unless there is a legal requirement to the contrary.

22. Prohibition on entry

A proprietor or occupier of a lot may not open or enter any such area without the Body Corporate's consent.

23. Body Corporate to maintain HT Lots

The Body Corporate must maintain at the HT Proprietors' cost the exterior of the buildings and any other improvements on, or which are part of, the HT Lots.

24. Maintenance inclusions

For that purpose:

- (a) maintenance includes repainting (when necessary) of previously painted surfaces; and*
- (b) the exterior includes roofing, guttering, downpipes, balcony railings and other parts of the exterior fabric, including exterior light fittings.*

25. Maintenance etc costs

The HT Proprietors are liable for and must bear, in the proportion that the lot entitlements of each of the HT Lots bear to one another, the costs and expenses of the Body Corporate incurred:

- (a) in and about maintenance and repair of the HT Common Property;*
- (b) for insurance of the HT Common Property; and*
- (c) for public liability insurance relating to occurrences on the HT Common Property.*

26. Apportionment of maintenance etc costs

If the maintenance and repair for by-law 25(a) is conducted under a service contract that relates to other common property also, so that the cost of maintenance and repair of the HT Common Property is not precisely ascertainable, the HT Proprietors will accept the Body Corporate's reasonable estimate of the cost.

27. Body Corporate to insure HT Lots

The Body Corporate must insure and keep insured, at the HT Proprietors' cost, the buildings and any other improvements on, or which are part of, the HT Lots under a damage policy to their reinstatement or replacement value.

28. Damage policy requirements

For that purpose, a 'damage policy' is one providing, if those buildings or improvements are damaged or destroyed by fire, lightning, explosion or another occurrence specified in the policy, for:

- (a) their rebuilding or their replacement by similar buildings or improvements;*
- (b) the repair of damage to or restoration of any damaged part of the buildings or improvements so that:
 - (i) in the case of destruction, every part of the rebuilt buildings or improvements or the replacement buildings or improvements; and*
 - (ii) in the case of damage, the repaired or restored part,*
*is in a condition no worse or less extensive than that part, or its condition, when that part was new; and**
- (c) the payment of expenses incurred in the removal of debris, and the remuneration of architects and others whose services are necessary as an incident to the rebuilding, replacement, repair or restoration.*

29. Apportionment of insurance premiums

If the insurance is under a policy or policies that cover, or relate to occurrences on, other common property, so that the amount of premium for insurance under by-laws 25 (b) and (c) is not precisely ascertainable, the HT Proprietors will accept the Body Corporate's reasonable estimate of the amount.

30. HT proprietor may insure

By-law 27 does not limit the right of an HT Proprietor to effect insurance, but the Body Corporate is not liable to pay any premiums except those under a contract of insurance entered into by it under by-law 25 or 27.

31. Proprietor's insurance not to affect Body Corporate insurance

Despite anything in a contract of insurance between an HT Proprietor and an insurer, that insurance does not affect, and is not to be taken into account in determining, the amount payable to the Body Corporate under a contract of insurance entered into by the Body Corporate under by-law 25 or 27.

32. Subsidiary budgets

The Body Corporate must, when preparing budgets generally for an ensuing year for the administrative fund and sinking fund of the Body Corporate prepare subsidiary budgets of those kinds for actual or expected costs of the matters provided for in by-laws 23, 25 and 27.

33. Separate levies

The Body Corporate must, by ordinary resolution:

- (a) determine a levy to be paid by the proprietor of each HT Lot to meet the actual or expected costs of the matters provided for in by-laws 23, 25 and 27;*
- (b) set the period to be covered by the levy;*
- (c) specify the dates when the levy must be paid;*
- (d) set a discount for timely payment of the levy;*
- (e) if no rate of interest has been determined automatically to apply for late payment of levies or contributions by proprietors of lots, set a rate of interest automatically to apply for late payment of the levies determined under this by-law 33.*

34. Levy payment obligations

A levy imposed by the Body Corporate under by-law 33 must be paid:

- (a) by each HT Proprietor and any mortgagee in possession; and*
- (b) on the due date, even if the person liable did not receive notice of the levy.*

35. Levy recovery by Body Corporate

If such a levy is not paid on the due date, then:

- (a) the Body Corporate may sue the person liable for payment of the levy and interest on it as a liquidated debt; and*
- (b) a levy is taken not to be paid until any interest accruing for late payment also is paid.*

36. Transferees liable for levies

The transferee of an HT Lot is liable for any levy under by-law 33, and interest, unpaid by a previous proprietor of that lot, and the Body Corporate must, if asked by a proposed transferee who has, and produces to the Body Corporate, the written authority of the proprietor of the lot, disclose the amount of any such levy outstanding for an HT Lot to the proposed transferee.

37. Parking in HT common property

Unless permitted under a by-law, a proprietor or occupier of an HT Lot must not park or stand a motor vehicle or bicycle on HT Common Property.

38. Rules for swimming pool

The rules for use of the swimming pool and related facilities on the HT Common Property, and their maintenance; are:

- (a) they must not be used between 9.00 pm and 7.00 am; and*
- (b) guests of proprietors or occupiers must be accompanied by a proprietor or occupier; and*
- (c) a proprietor or occupier must clean up any mess that the proprietor, occupier or guest makes while using the pool or other facilities, and remove any garbage;*
- (d) the proprietor, occupier or guest must not take anything made of glass, or an animal, inside the swimming pool fence;*
- (e) gates to the swimming pool must be kept closed;*
- (f) children under 13 years of age must be supervised by a responsible person over 15 years of age;*
- (g) deliberate splashing and excessive noise are prohibited in the use of, and in and about, the swimming pool; and*
- (h) the Body Corporate may close the swimming pool and related facilities from time to time for maintenance or similar purposes.*

39. Tradesperson' hours of work

Except in an emergency, proprietors and occupiers of the HT Lots must ensure tradespersons engaged by them to do work within their lots do not do the work:

- (a) outside the hours of 8.00am to 5.00pm; or*
- (b) on a Saturday, Sunday or day that is a public holiday at Sanctuary Cove.*

40. Tradespersons' work

Proprietors and occupiers of HT Lots must:

- (a) not interfere with any such tradesperson engaged by another of them; and*
- (b) ensure that any such tradesperson does not, in the performance of the relevant work, make noise at a level, or for a period, greater than reasonably is necessary (but this by-law does not, for example, require that a hand-operated drill be used instead of a power drill).*

41. Amendment of Harbour Terraces by-laws

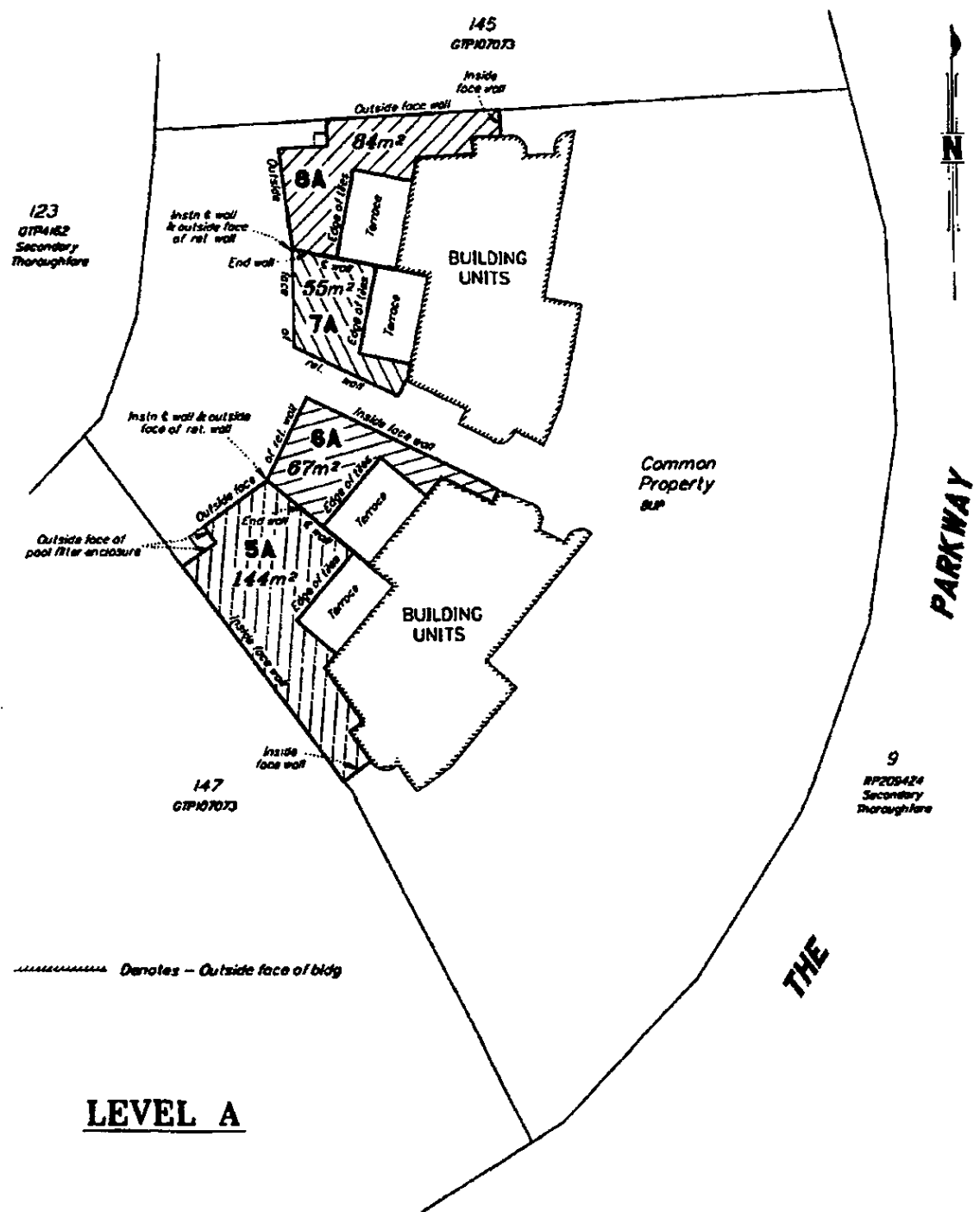
By-laws 19 to 38 and this by-law 41 cannot be repealed or amended, nor can another by-law that limits or alters their operation be added to these by-laws, except by a resolution that is without dissent by any HT Proprietor.

Schedule

(Exclusive Use Plan – By Law 20(a))

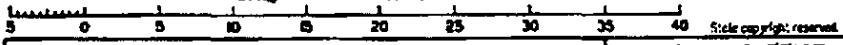
SKETCH PLAN

Sheet of



LEVEL A

Lengths are in Metres.



MASSIE COBBOGROVE PTY LTD, ACN 082 121 230
herby certify that the details shown on this sketch
plan are correct.

.....
Cadastral Surveyor / Director

.....
Director

.....
Date

*Plan of Exclusive Use Areas in
Common Property on Levels A & C
of "Washington"*
CTS

PARISH: **COOMERA** COUNTY: **Ward**
Mention: F/N/e NO

SEE BAR SCALE
Format: **SKETCH**

7494-EU-1
SHEET 1 OF 2

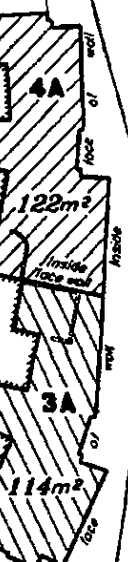
Plan Status:

123
GTP4152
Secondary
Thoroughfare

145
GTP107073

Common
Property
BUP

BUILDING
UNITS



PARKWAY

147
GTP107073

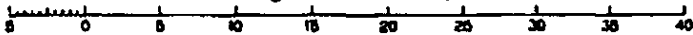
BUILDING
UNITS

9
RP109424
Secondary
Thoroughfare

..... Denotes - Outside face of bldg

LEVEL C

Lengths are in Metres.



7494-EU-1
SHEET 2 OF 2