

NOTIFICATION

SANCTUARY COVE PRINCIPAL BODY CORPORATE BY-LAWS

RESIDENTIAL ZONE ACTIVITIES BY-LAWS

The by-laws are arranged as follows:

1.	PRELIMINARY	2
1.1	Definitions	2
1.2	Severability	2
1.3	Application	2
2.	TREE PRESERVATION	2
2.1	Application of tree preservation by-laws.....	2
2.2	Prohibition	2
2.3	Exceptions to prohibition	2
2.4	Obtaining of certificate	3
2.5	Consent of registered proprietor.....	3
2.6	Offence	3
3.	REPAIR AND MAINTENANCE	3
3.1	Resident's obligations	3
3.2	PBC's obligations	3
4.	USE RESTRICTIONS.....	4
4.1	Prohibition on commercial use	4
4.2	Signs	5
4.3	Nuisance	5
4.4	Vehicles	5
4.5	Animals	6
4.6	Responsibility for invitees.....	6
4.7	Mining	7
4.8	Unightly Items.....	7
4.9	Antennae.....	7
4.10	Security systems	7
4.11	Temporary building	7
4.12	Insurance rates	8
4.13	Leasing	8
4.14	No rebound walls	8
4.15	Integrated Tourism Resort – FIRB requirements.....	8
4.16	Penalty	8
4.17	Special events.....	8
5.	SECURITY CONTROLS.....	9
5.1	Security cards	9
5.2	Admission to the Residential Areas.....	10

5.3	Right to refuse admission.....	10
5.4	Right to enter Lots.....	10
5.5	Garbage collection.....	10
6.	INSECT CONTROL.....	10
7.	RULES.....	10
8.	COST RECOVERY.....	10
9.	SUPPLY OF WATER TO RESIDENTIAL ZONES.....	11
9.1	Water Supply and Equipment.....	11
9.2	Charges for water supplied by Principal Body Corporate.....	12
9.3	Outstanding amounts – supply of information.....	12
9.4	Resident.....	13

1. **PRELIMINARY**

1.1 **Definitions**

In these by-laws, unless the contrary intention appears, terms have the same meaning given to them in the Act, the Primary Thoroughfare Body Corporate By-laws and the Principal Body Corporate's Development Control By-laws.

1.2 **Severability**

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

1.3 **Application**

These by-laws apply to the Residential Areas.

2. **TREE PRESERVATION**

2.1 **Application of tree preservation by-laws**

These tree preservation by-laws apply to all of the Residential areas (in this Part 2 called the 'Protected Area').

2.2 **Prohibition**

The injuring, ring-barking, cutting down, topping, lopping, removing, poisoning or wilful destruction of:

(a) any tree or trees of 0.4 metres or more girth (being the circumference measured at waist height); or

(b) any other tree or trees as the Principal Body Corporate from time to time may specify,

may only be carried out in the Protected Area if a certificate of Principal Body Corporate authorising that activity, has first been obtained by the Resident on whose land the tree is located or the Resident's authorised agent.

2.3 **Exceptions to prohibition**

The Principal Body Corporate may grant a certificate of authorisation under by-law 2.2 where the tree or trees are:

(a) to be relocated within the Residential Areas and where they are of a size and species which would have a reasonable chance of survival; or

- (b) dying, dead, diseased, potentially dangerous or the root system of the tree or trees is endangering the foundations of buildings, sewer, water pipes or other underground services; or
- (c) so located that they may threaten the operation of services in the area and the work is being carried out by a person or persons authorised by the Local Authority or relevant service agency; or
- (d) within the path of:
 - (i) proposed thoroughfares;
 - (ii) proposed water supply, sewerage or electricity works;
 - (iii) proposed drainage works; or
 - (iv) any other works of a similar nature that have been approved by the Principal Body Corporate for the benefit of Residents, or
- (e)
 - (i) within the bounds of a proposed building; or
 - (ii) within 3 metres of any existing or proposed building or foundations, the plans for which building have been approved by the Local Authority.

2.4 Obtaining of certificate

Any person desiring to obtain a certificate of the Principal Body Corporate under by-law 2.2 must apply in writing to the Principal Body Corporate setting out:

- (a) the reason for the proposed removal of (or other dealing with) the tree or trees; and
- (b) the real property description of the land on which the tree is, or trees are, situated; and
- (c) the location (accompanied by a diagram) of the tree or trees.

2.5 Consent of registered proprietor

Where the application for a certificate under by-law 2.2 is not made by the registered proprietor of the land on which the tree is, or trees are, located, then the written consent of the registered proprietor must accompany the application.

2.6 Offence

A person who carries out any of the activities specified in by-law 2.2 without obtaining the certificate of the Principal Body Corporate under by-law 2.4, commits an offence under these by-laws.

3. REPAIR AND MAINTENANCE

3.1 Resident's obligations

Every Resident must:

- (a) maintain in good condition and repair and where necessary replace or renew the exterior of his Principal Structure including for the purposes of this by-law only, and without limitation, 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 his Principal Structure and take all practicable 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 excess water usage.

3.2 PBC's obligations

- (a) The Principal Body Corporate may maintain those parts of the Residential Areas described in this by-law ('Maintenance Area') at its own cost:
- (i) GTP1701 'Bauhinia'
Maintenance Area: The lawns, gardens, pavers and irrigation system from the adjoining secondary thoroughfare to the garden walls, garage doors and entry gates of Lots 1 to 30 (inclusive).
 - (ii) GTP1702 'Cassia'
Maintenance Area: The lawns, gardens, pavers and irrigation system from the adjoining secondary thoroughfare to the garden walls, garage doors and a line across the driveways between the garden walls of Lots 1 to 10 (inclusive).
 - (iii) GTP1702 'Cassia'
Maintenance Area: The lawns, pavers and irrigation system from the adjoining secondary thoroughfare to the garden edge, garden walls and garage doors of Lots 76 to 95 (inclusive).
 - (iv) GTP1702 'Cassia'
Maintenance Area: The lawns, gardens, pavers and irrigation system from the adjoining secondary thoroughfare to the garden walls, garage doors and entry gates of Lots 124 to 141 (inclusive).
- (b) If the Principal Body Corporate maintains the Maintenance Areas, they:
- (i) must be maintained to the same standard as the adjoining secondary thoroughfare; and
 - (ii) must not be maintained:
 - (A) if part of a Lot, by the Lot owner; or
 - (B) if part of a Residential Body Corporate maintains the Maintenance Area, by the relevant Residential Body Corporate.

4. USE RESTRICTIONS

4.1 Prohibition on commercial use

No part of a Lot may be used in any way (directly or indirectly) for any business, commercial, manufacturing, mercantile, storing or vending purposes which are not consistent with the Lot being used for the purpose of human habitation or otherwise in contravention of the Local Authority By-Laws or regulations.. This Part does not prevent the use of a Lot for professional and administrative occupations if:

- (a) there is no external evidence of the use; and
- (b) the use is in conformity with all relevant legislation and government requirements;
- (c) the use is incidental to the use of the Lot for the purposes of human habitation; and
- (d) the Principal Body Corporate approves such use in writing. Such approval not to be unreasonably withheld.

4.1.1 For the purposes of By-Law 4.1 the following words shall, without limiting the generality thereof, include the following meanings:

"Indirectly" includes any activity which is for the purpose of reward or promotion for or to employees and/or clients of any business operated by a resident or in which a resident exercises control.

"Business" includes any activity for the purpose of generating income whether or not for profit or charitable purposes.

"Commercial" includes any activity, including but without limiting the generality thereof a business, for the purpose of generating income.

4.2 Signs

- (a) No signs or billboard of any kind may be displayed to the public view on any portion of a Lot except information signs that:
 - (i) may be used by the Company in connection with the development of the Site and sale of residential real estate; or
 - (ii) are approved by the Principal Body Corporate.
- (b) The use by the Company of signs or billboards permitted by by-law 4.2(a), may not be for a period beyond the sale by the Company of all its Residential Lots in the Residential Area.
- (c) A resident may display on the Resident's Lot, a sign advertising the Lot for sale or lease by the Resident if the sign complies with the reasonable standards published by the Principal Body Corporate as to the size, colour, shape or other qualification for permitted signs.

4.3 Nuisance

- (a) No person may carry out activities that amount to a General Nuisance or a Specific Nuisance without the prior written approval of the Principal Body Corporate.
- (b) The Principal Body Corporate may determine if a particular activity is a General Nuisance or a Specific Nuisance.
- (c) For the purposes of this by-law 4.3(a), 'General Nuisance' means any activity which:
 - (i) is or may become a unreasonable annoyance or nuisance to Residents; or
 - (ii) in any way unreasonably interferes with the quiet enjoyment of Residents; or
 - (iii) in any way increases the insurance premiums of any Resident, Residential Body Corporate or the Principal Body Corporate.

'Specific Nuisance' includes:

- (i) conducting auction sales; and
- (ii) making loud noises or emitting noxious odours; and
- (iii) operating exterior speakers, horns, whistles, bells or other sound devices (other than a security or warning devices used exclusively for the purposes) at unreasonable and excessive noise levels; and
- (iv) using unreasonably noisy or smoky vehicles, large power equipment or large power tools and marine craft; and
- (v) using unlicensed motor vehicles, except motorised golf carts where all requirements of operating those golf carts are complied with; and
- (vi) using items which may unreasonably interfere with television or radio reception of any Lot,

but does not include, where the Company is the registered proprietor of a Lot, the use by the Company of a Lot as a display unit.

4.4 Vehicles

- (a) No vehicle may be parked, stored or kept on a Lot other than wholly within the Lot's designated parking area.
- (b) A recreational vehicle (which includes, but is not limited to a camper unit, house car, motor 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 it is not visible from any other Lot.
- (c) 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 in the Eastern Neighbourhood or the Northern Neighbourhood except for the purpose of commercial deliveries.

- (d) A resident must not conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of any Lot (or on any common Property) except within the Resident's garage and then only if the activity is determined by the Principal Body Corporate not to be an unreasonable nuisance.
- (e) Except where the Principal Body Corporate approves in writing, garages may only be used for garage and general storage purposes and must not be converted to other uses.
- (f) Each Resident must to the extent possible, ensure the Resident's garage can accommodate the number of car parking spaces designated for the Resident's Lot under the Development Control by-laws.
- (g) Recreational vehicles referred to in by-law 4.4(b) and vehicles for sale and items associated with them must only be parked, stored or kept in such areas as designated by the Principal Body Corporate on approval of an application by the owners of those vehicles or items.
- (h) The restrictions in this by-law 4.4 must not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable by-laws of the Local Authority.

4.5 **Animals**

- (a) Subject to by-law 5.2(b), insects, reptiles, animals, livestock or poultry of any kind, may not be raised, bred or kept in the Residential Area.
- (b) Dogs, cats, fish, birds or other common household pets (for the purpose of this by-law 4.5, 'Household Pets') may be kept on Lots if:
 - (i) they are not kept, bred or maintained for any commercial purpose; and
 - (ii) their numbers do not exceed the numbers determined from time to time by the Principal Body Corporate; and
 - (iii) when on a Resident's Lot, are kept within an enclosure or enclosed yard.
- (c) Documents and similar Household Pets, when not on the Residential Lot, must be kept on a leash held by a person capable of controlling the animal.
- (d) A Household Pet may not be kept on a Lot if the Principal Body Corporate reasonably determines that the House Pet is an unreasonable annoyance and the nature of this annoyance is communicated to the Resident concerned.
- (e) A Resident is liable for any unreasonable noise made, or damage to any person or any property of that person, caused by any animal brought, or kept, on the Residential Areas by:
 - (i) a Resident; or
 - (ii) members of a Resident's family; or
 - (iii) a Resident's tenants; or
 - (iv) a Resident's invitees.
- (f) Residents 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.
- (g) This by-law 4.5(g):
 - (i) does not make lawful the keeping of any animals on Residential Areas which would otherwise be unlawful under any applicable by-laws of the Local Authority; and
 - (ii) must be read subject to the provisions of the *Guide Dogs Act 1972*.

4.6 **Responsibility for invitees**

- (a) Residents must:
 - (i) take reasonable steps to ensure that their invitees comply with the provisions of these by-laws, and if the Resident cannot for any reason do this, the Resident must ensure that the invitee immediately leaves the site; and

- (ii) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot, or of any person lawfully using the Common Property; and
 - (iii) if the Lot is subject to a lease or right of occupancy, take all reasonable steps, including any action available to the Resident under the lease or right of occupancy, to ensure that the lessee or their invitees comply with the provisions of these by-laws.
- (b) A Resident is liable to compensate the relevant Body Corporate or any other person for any damage caused by the Resident, his tenants, invitees and the tenant's invitees.

4.7 Mining

Drilling, refining, quarrying and other mining operations of any kind are prohibited on, or in, the Residential Areas.

4.8 Unsightly Items

- (a) Residents must ensure that:
- (i) no rubbish (including, without limitation, trees, grass, shrubs, clippings or plant waste, metals or bulk material) or other waste material accumulates, is kept or is stored, in the Residential Areas except in an enclosed structure screened from view; and
 - (ii) rubbish is kept in containers:
 - (A) located in appropriate areas screened from view; and
 - (B) maintained so that odours do not emanate from the containers, which render the Residential Area or any part of them unsanitary, unsightly, offensive or detrimental to any other Lots in the vicinity or to Residents
- (b) Rubbish or garbage containers may be placed on Common Property for a reasonable period of time not exceeding 24 hours before and after schedule garbage collections.
- (c) Exterior fires are prohibited in Residential Areas, except for barbeque fires contained within receptacles in enclosed yards, which are designed in such a manner that they do not create a fire hazard.
- (d) Clothing or household fabrics must not be hung, dried or aired in such a way as to be visible from any other property.
- (e) Any screen required by this by-law 4.8 must comply with standards made under these by-laws or the Principal Body Corporate's Development Control by-laws as to size, colour or other qualification for permitted fences or screens.
- (f) Plants and seeds infected with noxious insects or plant diseases must not be brought upon, grown or maintained on the Residential Areas.

4.9 Antennae

Television, radio and other electronic antenna and devices of any type may not be erected, constructed, placed or permitted to remain on any Lot unless:

- (a) they have been approved in writing by the Principal Body Corporate; or
- (b) they are contained within a Principal Structure.

4.10 Security systems

Except for any security system installed by the Company, security systems of any sort must not be erected, placed or permitted to remain on any Lot or Common Property, unless they have been approved in writing by the Principal Body Corporate.

4.11 Temporary building

- (a) Except for children's recreational facilities only, out-buildings, tents, shacks, sheds and other temporary buildings or improvements, may not be placed on any part of the Residential

Areas temporarily or permanently unless the Principal Body Corporate has approved the placement in writing and then only as set out in the Principal Body Corporate's approval.

- (b) Garages, trailers, campers, motor homes and recreational vehicles may not be used as a residence in the Residential Areas either temporarily or permanently.

4.12 Insurance rates

- (a) Nothing may be done on, or kept in, the Residential Areas without the approval in writing of the Principal Body Corporate, which:
 - (i) increases the rate of insurance on any property insured by the Principal Body Corporate; or
 - (ii) would result in the cancellation of insurance on any property insured by the Principal Body Corporate; or
 - (iii) would be in violation of any law.
- (b) Nothing may be done on, or kept in, the Residential Areas which:
 - (i) increases the rate of insurance on any property insured by:
 - (A) a Residential Body Corporate; or
 - (B) the Primary Thoroughfare Body Corporate; or
 - (ii) would result in the cancellation of insurance on any property insured by:
 - (A) a Residential Body Corporate; or
 - (B) the Primary Thoroughfare Body Corporate.

4.13 Leasing

- (a) The Resident is responsible for ensuring compliance by the lessee with the lease of the Resident's Lot.
- (b) A resident may not lease Family Accommodation separately from other structures on the Lot.
- (c) A lease must:
 - (i) be in writing; and
 - (ii) provide that a failure by the lessee to comply with these by-laws is a default under the Lease.

4.14 No rebound walls

Walls, including but without limitation, Controlled Aspect Walls, may not be used as rebound walls.

4.15 Integrated Tourism Resort – FIRB requirements

Upon a sale of a Lot, the Resident must notify the Company's secretary (or other nominated person) of:

- (a) the fact of the transfer; and
- (b) the full name and address of the transferee (including, if the transferee is a company, its registered office and shareholders); and
- (c) whether the transferee is an Australian resident, and if not the resident status of the transferee; and
- (d) any other details that the Company may require for the purposes of its compliance with any law regarding the foreign ownership of land.

4.16 Penalty

Any person who contravenes or fails to comply with any provision of these by-laws commits an offence against these bylaws and is liable as provided for in the Act.

4.17 Special events

In the case of the Company planning a special event, of which either the whole or part of the event requires access onto secondary thoroughfare and/or use of the Company's undeveloped lots, the Company must:

- (a) notify the PBC of a person or persons directly responsible for the planning, control and report of security matters relating to the event (Designated Person); and
- (b) the Designated Person must present to the PBC no later than 30 days prior to the event plan (in respect of the Secondary Thoroughfares) outlining:
 - (i) Security Arrangements and Personal
 - (ii) Parking Arrangements
 - (iii) Access Arrangements
 - (iv) Contingency arrangements to cope with emergency or unexpected occurrences including inclement weather and unexpectedly large attendances
 - (v) Erection of Temporary structures and fixtures; and
- (c) The PBC will, within 14 days of receiving the plan, either through its Executive Committee or its designated sub-committee, consider the plan and either approve or reject and report back to the Designated Person with any suggestions or requirements for amendments or additions to the plan prior to the approval being granted; if no response is received by the Company from the PBC or a designated sub-committee within 14 days, then the plan will be considered approved subject to the plan conforming with the requirements of Clause 4.17(j); and
- (d) the PBC's consent is not to be unreasonably withheld; and
- (e) the PBC will designate a person or sub-committee to approve or reject any changes to the plan that may arise due to changes in circumstances; and
- (f) the Company must, at its own expense, provide adequate and properly instructed security personnel for the control and orderly conduct of traffic, access, behaviour and control of visitors to and attendees to any event; and
- (g) the Company may erect on its own land such temporary structures as it deems necessary for the operation of the event provided that all such structures are not erected before 5 days prior to the event and are removed not later than 48 hours after the event; and
- (h) the Company may erect on its own land such signage, lightning and other temporary fixtures and services as deemed necessary for the operation of the event subject to the requirements of By-Law 4.17(c); and
- (i) the Company must, at its expense, rectify any damage caused to any resident, residential property, residential Body Corporate, Principal Body Corporate, Secondary Thoroughfare and associated structures as a direct result of the event not later than 21 days after the completion of the event; and
- (j) Notwithstanding any approval given by the PBC under By-Law 4.17(c) the Company will be required to conduct the special event in such a way that:
 - (i) it does not unreasonably interfere with the quiet enjoyment of residents;
 - (ii) it becomes an unreasonably annoyance or nuisance to the residents;
 - (iii) it does not interfere with the residents right of unhindered access to their properties;
or
 - (iv) in any way increases the insurance premiums of any resident, residential Body Corporate or the Principal Body Corporate.

5. SECURITY CONTROLS

5.1 Security cards

The Principal Body Corporate may, in its absolute discretion, make rules about:

- (a) the control of Security Controllers; and
- (b) the distribution of Security Controllers; and
- (c) deposits held as security for the care of Security Controllers; and
- (d) the right to recall Security Controllers; and
- (e) the right to make Security Controllers inoperable.

5.2 Admission to the Residential Areas

A person may not enter the Residential Areas without prior notification, of the identity of the person to be admitted, having been given by a Resident or the Resident's authorised nominee to the security personnel manning the entrances to the Site or the Residential Area.

5.3 Right to refuse admission

The security personnel have the right to remove from the Residential Areas any persons that they consider may cause a nuisance as described in these by-laws. The security personnel are not liable for any damage caused by them to person or property in carrying out their responsibilities under this by-law.

5.4 Right to enter Lots

In accordance with the power granted by each Residential Body Corporate, the Principal Body Corporate (by itself, its agents, servants or contractors) is authorised on behalf of each Residential Body Corporate, to enter each Lot and Principal Structure (during and after construction) for the purpose of:

- (a) ensuring that the Principal Structure is connected to the security system and other integrated services; and
- (b) maintaining, repairing and upgrading the services referred to in by-law 5.4(a).

5.5 Garbage collection

In accordance with the power granted by each Residential Body Corporate, the Principal Body Corporate (by itself, its agents, servants or contractors) is authorised on behalf of each Residential Body Corporate, to enter each Lot for the purpose of the collection of garbage.

6. INSECT CONTROL

In accordance with the power granted by each Residential Body Corporate, the Principal Body Corporate (by itself, its agents, servants or contractors) is authorised on behalf of each Residential Body Corporate, to enter each Lot and Principal Structure (after giving reasonable notice), for the purpose of treating a particular area, or all of the Site, for the eradication of insects.

7. RULES

The Executive Committee may, in its absolute discretion, make rules about:

- (a) any services to be provided by the Principal Body Corporate to the Residential Areas; and
- (b) the use of the Common Property other than the secondary thoroughfares.

8. COST RECOVERY

8.1 A person must pay (on demand) the whole of the Principal Body Corporate's costs, charges and expenses (including legal costs on a full indemnity basis or solicitor and own client basis, whichever is the higher) incurred in:

- (a) enforcing these by-laws against; or
- (b) recovering levies, fees or other costs payable by, that person through litigation or other lawful means.

- 8.2 Any amount payable under by-law 8.1 may be recovered against that person as a liquidated debt in a court of competent jurisdiction.

9. SUPPLY OF WATER TO RESIDENTIAL ZONES

9.1 Water Supply and Equipment

- (a) The Principal Body Corporate shall be empowered to enter into an agreement with the Primary Thoroughfare Body Corporate which, inter alia, for the purpose of this by-law makes provision for a supply of water to the Principal Body Corporate to the lots, parcels and land (other than the Secondary Thoroughfare) in the Residential Zones. The Agreement may contain all terms and conditions reasonably required by the Principal Body Corporate and the Primary Thoroughfare Body Corporate. Without limiting the generality of the foregoing the Principal Body Corporate is empowered to expend money to pay the Primary Thoroughfare Body Corporate:
- (i) for the water supplied to the said lots, parcels and land at the same rate per kilolitre as is charged to the Primary Thoroughfare Body Corporate for the water supplied to it; and
 - (ii) other costs properly and reasonably incurred in respect of or arising out of or in connection with the said water supply and in the administration of the Agreement.
- (b) (i) Each Resident, where water is supplied to a Residential Body Corporate, each Residential Body Corporate and where metered water is supplied to a group of Residents that group of Residents shall, at their own cost and expense, maintain and keep on their lot (or one of them in the case of a group of Residents) or parcel (as the case may be) a functioning and accurate water meter (of a standard type used by the local authority for residential lots of the type of the lot) to measure the amount of water consumed on the lot (or group of lots in the case of a group of Residents) or parcel (as the case may be). Each Resident shall keep and maintain water pipes, reticulation systems and plant (eg taps) on their lot in a state of good and serviceable repair. Each Residential Body Corporate shall keep and maintain all water pipes, reticulation systems and plant (eg taps) on common property in a state of good and serviceable repair.
- (ii) In default of the Resident or Residential Body Corporate (as the case may be) observing and performing its obligations under this clause the Principal Body Corporate may:
- (A) on 14 days prior written notice (or in the case of an emergency with out a period of written notice), enter (by its servants, agent, employees and/or contractors) upon the Resident's lot or the residential Body Corporate's parcel to repair, maintain and/or replace the water meter and/or water pipes, reticulation systems and/or plant (eg taps) at the cost expense of the Resident or the Residential Body Corporate (as the case may be). The costs and expenses incurred by the Resident or the Residential Body Corporate (as the case may be) to the Principal Body Corporate and shall be payable within 14 days of the written demand therefore from the Resident or the Resident Body Corporate (as the case may be); or
 - (B) notwithstanding the provisions of by-law 9.2, elect not to repair, maintain and/or replace the water meter and/or water pipes, reticulation systems and/or plant (eg taps) and instead issue to each Residential Body Corporate (where water is supplied to the residential Body Corporate) an invoice for water supply (irrespective of actual water usage) equal to a fixed fee, determined by the Principal Body Corporate from time to time, but no less than \$2,000 per annum per lot (issued at the same times as the invoices issued under by-law 9.2). Where there is metered water supply to a group of Residents the per lot charge shall apply to each Resident in the group. Where the water is supplied to a Residential Body Corporate the invoice shall be issued to the Residential Body Corporate for the per lot charge

multiplied by the number of lots in the Residential Body Corporate.
Invoices shall be deemed to have issued by the Principal Body Corporate on the date 2 days following the date of the posting of the invoice to the Resident or the Residential Body Corporate by pre-paid post to the address of the Resident or the Residential Body Corporate of which the Resident is a member.

If an invoice is issued under this by-law 9(ii)(b) then no invoice will be issued under by-law 9.2 for the same period.

- (c) If the Principal Body Corporate is of the view the obligations of the Resident or the Residential Body Corporate referred to in by-law 9.1(b)(i) are not being observed by a Resident or Residential Body Corporate then the Principal Body Corporate may give 14 days prior written notice of intended entry upon the lot or parcel by its servants, agent, employees and/or contractors to test the water meter and/or water pipes, reticulation systems and or plant (eg taps). If following entry, the test shows the Resident or Residential Body Corporate has failed to discharge its obligations referred to in the by-law 9.1(b)(i) then the costs and expenses incurred by the Principal Body Corporate in having the test completed shall be payable by the Resident or Residential Body Corporate within 14 days of written demand therefore by the Principal Body Corporate.
- (d) A resident or Residential Body Corporate shall at all reasonable times (but not more than quarterly) allow the Local Authority and/or Primary Thoroughfare Body Corporate and servants, agent, employees and/or contractors to attend on the lot or parcel (as the case may be) for the purpose of reading and/or inspecting the water meter, water pipes, reticulation systems and or plant (eg taps) on the parcel (as the case may be).

9.2 Charges for water supplied by Principal Body Corporate

- (a) The Principal Body Corporate shall be entitled to issue each Resident or each Residential Body Corporate and the Resident or Residential Body Corporate shall pay, within 14 days of insurance thereof by the Principal Body Corporate, invoices for water supplied to the lot or a group of lots of which the Resident's lot is one or the parcel (as per water meter readings under by-law 9.1(d) as follows:
 - (i) for the period 1 July 1997 to 30 June 1998, the amount of water consumed (in kilolitres) exceeding the allowable annual consumption amount of 340 kilolitres per lot multiplied by the cost per kilolitre payable from time to time by the Principal Body Corporate to the Primary Thoroughfare Body Corporate for the water; and
 - (ii) for each half year as and from the 1st day of July 1998, the amount of water consumed (in kilolitres) on the lot or group of lots or parcel multiplied by the cost per kilolitre payable from time to time by the Principal Body Corporate to the Primary Thoroughfare Body Corporate for the water.

The Principal Body Corporate shall be entitled to charge the Resident or Residential Body Corporate in such an invoice any additional charge imposed upon the Principal Body Corporate for the water supplied over and above the cost per kiloliter referred to in this by-law.

Where the invoices are for water supplied to a group of lots of which the Resident's lot is on then separate invoices shall be issued to and paid by each Resident in the group equal to each Resident's percentage of the total amount payable by the group irrespective of actual water usage. Each Resident's percentage shall be equal to the lot entitlement of their lot (in the Residential Body Corporate) expressed as a percentage of the total lot entitlement of all the lots in the group.

- (b) Invoices shall be deemed to have issued by the Principal Body Corporate on the date 2 days following the date of the posting of the invoice to the Resident or Residential Body Corporate by pre-paid post to the address of the Resident noted on the roll of the relevant Residential Body Corporate of which the Resident is a member or in the case of the Residential Body Corporate to its address for service of notices.

9.3 Outstanding amounts – supply of information

The Principal Body Corporate's Body Corporate Manager from time to time shall, upon application made to it in writing in respect of that lot or group of lots by a person authorised in writing by the Resident of that lot or group of lots and upon payment of a reasonable fee determined by the Body Corporate Manager from time to time provide a written certificate to that person as to whether there is any unpaid amounts under this by-law 9 which is referable to that lot or group of lots and if so, the date upon which any amount was due to be paid.

9.4 **Resident**

A Resident shall be liable to pay any moneys under this by-law 9 irrespective of whether the Resident was the Resident at the time when the moneys became due and payable.