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Strata Titles (Freehold Development) Act 1973
Strata Title Management Act 1996

Diamond Beach North

By-laws Strata Plan

Instrument setting out the terms of the by laws to be created upon registration of the
strata plan

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BY-LAW 1: THE STRATA SCHEME

- 1.1 The Strata Scheme is part of the Community Scheme.
- 1.2 The Community Management Statement deals with issues affecting all components of the Community Scheme. Further details are set out in By-law 3.

BY-LAW 2: EXPLANATION OF THE BY-LAWS

- 2.1 The by-laws set out some of the rules that regulate the management and operation of the Strata Scheme. The Act requires that the Strata Scheme have by-laws.
- 2.2 The By-laws is an important document because the by-laws contained in it confer rights and impose obligations upon every Owner and occupier. The by-laws are intended to maintain the standard of the Strata Scheme and to protect and enhance the use and enjoyment of the Lots and Common Property by all Owners and occupiers.
- 2.3 The Act provides that the by-laws must be complied with by:-
 - (a) the Owners Corporation;
 - (b) every person who is an Owner or occupier;
 - (c) a mortgagee in possession of a Lot.

BY-LAW 3: THE COMMUNITY MANAGEMENT STATEMENT

- 3.1 The Community Management Statement sets out the rules that regulate the management and operation of the Community Scheme. The Community Management Statement exists because the Strata Scheme is part of the Community Scheme.
- 3.2 The Owners Corporation, and every Owner and occupier must comply with the provisions of the Community Management Statement in addition to the by-laws.
- 3.3 Where a consent is required under the Community Management Statement, that consent is required even though a consent under these by-laws may have been obtained.
- 3.4 If there is a conflict between the Community Management Statement and the by-laws, the Community Management Statement prevails.

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BY-LAW 4: ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS

The Standards

- 4.1 The Architectural and Landscape Design Standards set out in document 8 in Part 6 of the Neighbourhood Management Statement apply, mutatis mutandis, to the Strata Scheme as if they were set out in these by-laws.

Binding Effect of Standards

- 4.2 The Architectural and Landscape Design Standards bind:-
- (a) the Owners Corporation;
 - (b) each Subsidiary Body;
 - (c) each proprietor or occupier of a Lot;
 - (d) each mortgagee in possession of a Lot; and
 - (e) each lessee or other occupier of a Lot.
- 4.3 A person who is bound by the Architectural and Landscape Design Standards must:-
- (a) comply with the Architectural and Landscape Design Standards; and
 - (b) apply to the Executive Committee for consent to any proposed construction upon or alteration or amendment to the Common Property or a Lot according to the Architectural and Landscape Design Standards.

BY-LAW 5: AMENDING ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS

Right of Owners Corporation to Amend

- 5.1 The Owners Corporation may from time to time add to or alter the Architectural and Landscape Design Standards either of its own volition or at the request of the proprietor of a Lot.

Notification of Amendments or Variations

- 5.2 If the Owners Corporation adds to or alters the Architectural and Landscape Design Standards in accordance with by-law 5.1 then the

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Owners Corporation must, within a reasonable time, deliver a copy of the additions or alterations to each person who is a proprietor of a Lot.

Current Copy of Architectural and Landscape Design Standards

- 5.3 The Owners Corporation must, when requested by the proprietor of a Lot, supply at a reasonable cost to the proprietor an up to date copy of the Architectural and Landscape Design Standards.

BY-LAW 6: USE OF COMMON PROPERTY

- 6.1 The proprietor or occupier of a Lot must not, except with the approval of the Owners Corporation, leave anything on or obstruct the use of Common Property.
- 6.2 The proprietor or occupier of a Lot must not damage Common Property including, without limitation, any paved area, planter box, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Common Property.
- 6.3 The proprietor or occupier of a Lot must not, except with the approval of the Owners Corporation, or pursuant to or as authorised by by-laws in force in the Strata Scheme, use for their own purposes any part of Common Property.
- 6.4 The proprietor or occupier of a Lot must give notice to the Owners Corporation of any damage to or defect in Common Property immediately they become aware of it.
- 6.5 By-law 2 of the Community Management Statement applies in respect to the Swimming Pool Area and by-law 11 of the Neighbourhood Management Statement applies in respect to the Recreation Facilities.

BY-LAW 7: CONSTRUCTION ON COMMON PROPERTY

- 7.1 The proprietor or occupier of a Lot must not, except with the approval of the Owners Corporation:-
- (a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on the Common Property;
 - (b) attach any item as a fixture or otherwise to the Common Property;
or
 - (c) alter the Common Property

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and must comply with the Architectural and Landscape Design Standards.

- 7.2 Any construction, attachment or alteration referred to under by-law 7.1 must be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction, attachment or alteration was proprietor or occupier.

BY-LAW 8: NO INAPPROPRIATE USE

The proprietor or occupier of a Lot must not use any Common Property for any purpose other than that for which it was constructed or provided.

BY-LAW 9: FIXING OF SIGNS

- 9.1 Subject to by-law 9.2, no sign, placard, banner, notice or advertisement may be fixed or placed:-
- (a) on the outside of any Lot;
 - (b) on any part of the Common Property; or
 - (c) on any patio, courtyard, balcony, terrace, open space or landscaped area which forms part of a Lot.
- 9.2 The Developer has the right, without approval of the Owners Corporation, to conduct auctions or other sales activities, to attach marketing and advertising signs, placards, banners, notices or advertisements on:-
- (a) Any Lot the subject of an auction or sale or other method of disposal; or
 - (b) Common Property.

BY-LAW 10: THINGS NOT IN KEEPING

The proprietor or occupier of a Lot must not, except with the approval of the Owners Corporation, construct, install or maintain on or in a Lot or upon the Common Property anything which can be seen from the outside of a Lot or from any part of the Common Property.

BY-LAW 11: MAINTENANCE OF LOT

- 11.1 The proprietor or occupier of a Lot must keep their Lot in good repair and condition.

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- 11.2 The proprietor or occupier of a Lot must carry out all maintenance and repairs to their Lot in a proper and workmanlike manner to the reasonable satisfaction of the Executive Committee in accordance with the Architectural and Landscape Design Standards and, without limitation, with materials of the same or similar quality as those used in the construction of their Lot.
- 11.3 The Executive Committee may give notice to the proprietor or occupier of a Lot requiring that proprietor or occupier to comply with this by-law.

BY-LAW 12: MAINTENANCE OF LANDSCAPED AREAS

- 12.1 The proprietor or occupier of a Lot must keep the landscaped areas of their Lot (if any) clean and tidy and in good presentation.
- 12.2 The proprietor or occupier of a Lot must carry out all maintenance to the landscaped areas of their Lot in a proper and workmanlike manner to the satisfaction of the Executive Committee.
- 12.3 Landscaped areas, footpaths, driveways and kerbing and guttering situated on Common Property are to be maintained by the Owners Corporation at the expense of the Owners Corporation and a proprietor or occupier of a Lot must at all times take such steps as are necessary to allow access by the Owners Corporation and its contractors, agents and employees to allow the Owners Corporation to exercise its rights under this by-law.
- 12.4 The proprietor or occupier of a Lot must not place or construct any fence or other improvement on any Common Property access area and must not obstruct pedestrian or vehicular traffic along any road or path situated on any Common Property access area.

BY-LAW 13: RULES RELATING TO MAINTENANCE

- 13.1 The Owners Corporation may make rules relating to the manner in which proprietors or occupiers of a Lot must discharge their maintenance obligations under by-laws 11 and 12.
- 13.2 The rules made under this by-law may include, without limitation, the following matters:-
 - (a) The hours during which maintenance activities may be conducted;
 - (b) The hours during which maintenance activities may not be conducted;

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- (c) Days (such as Saturdays, Sundays and Public Holidays) on which maintenance activities may not be conducted;
 - (d) The maximum permitted noise level for equipment used in conducting maintenance activities.
- 13.3 The Owners Corporation may at any time add to or alter rules made under this by-law, however a rule must not be inconsistent or conflict with:-
- (a) The Management Act;
 - (b) The Development Act; or
 - (c) These by-laws.
- 13.4 Rules made under this by-law bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and the Owners Corporation.

BY-LAW 14: RULES ABOUT COMMON PROPERTY

- 14.1 The Owners Corporation may make rules relating to the control, management, operation, use and enjoyment of the Common Property including, without limitation:-
- (a) the hours during which the Common Property may be used;
 - (b) the minimum age persons using the Common Property must be, either with or without adult supervision;
 - (c) things that may, or may not, be taken upon Common Property;
 - (d) standard of dress persons using Common Property are required to adhere to;
 - (e) conduct that is, and is not, permitted upon Common Property.
- 14.2 The Owners Corporation may at any time add to or alter rules made under this by-law, however a rule must not be inconsistent or conflict with:-
- (a) The Management Act;
 - (b) The Development Act; or
 - (c) These by-laws.
- 14.3 Rules made under this by-law bind a proprietor, occupier, mortgagee in possession and lessee of a Lot and the Owners Corporation.

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BY-LAW 15: RESTRICTING ACCESS TO COMMON PROPERTY

15.1 The Owners Corporation may:-

- (a) close off or restrict by Security Keys access to Common Property; and
- (b) allow the Caretaker and security personnel to use part of Common Property to operate or monitor security of Diamond Beach North. The Owners Corporation may exclude owners and occupiers from using these areas.

15.2 A person to whom a Security Key is made available must:-

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15.3 The Owners Corporation may close off or restrict access to Common Property if to do so will help to control and administer Common Property.

15.4 The Owners Corporation may not close off or restrict access to Common Property to which an owner has been granted exclusive use rights.

BY-LAW 16: DISPOSAL OF GARBAGE AND THE GARBAGE AREA

16.1 A proprietor or occupier of a Lot must:-

- (a) place all of their garbage in appropriate receptacles;
- (b) recycle their garbage according to instructions from the Owners Corporation, the Caretaker and Greater Taree City Council;
- (c) drain and clean bottles and make sure they are not broken before they are placed in a garbage receptacle;
- (d) not place any goods, rubbish, boxes or other packaging material or rubbish on the Common Property (other than in garbage

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receptacles in the garbage area) or any part of their Lot which is visible from outside their Lot;

- (e) comply with any rules and regulations made by the Owners Corporation or a government agency in relation to moving, storage, recycling or disposal of garbage;
- (f) ensure that no garbage is left on the Common Property (other than in garbage receptacles in the garbage area);
- (g) store all garbage receptacles within their Lot;
- (h) make arrangements for the regular collection and removal from their Lot of all garbage (including, without limitation, large articles, packaging materials, recyclable materials, all materials that are poisonous or dangerous to the environment).

BY-LAW 17: INSURANCE

- 17.1 The Owners Corporation must comply with the provisions of the Management Act concerning insurance.
- 17.2 The Owners Corporation must immediately effect new insurances or vary or extend existing insurances if there is an increase in risk or a new risk to Common Property or the Owners Corporation.
- 17.3 A proprietor or occupier of a Lot must not, except with the prior written approval of the Owners Corporation, do anything that might void or prejudice insurances effected by the Owners Corporation or increase any insurance premium payable by the Owners Corporation.

BY-LAW 18: RESTRICTIONS ON PARKING

- 18.1 A proprietor or occupier of a Lot must not park a vehicle, boat or trailer on the Parcel except in a garage or an area designated for vehicle, boat or trailer parking.
- 18.2 A proprietor or occupier of a Lot must ensure their Authorised Visitors only use the visitor parking areas.

BY-LAW 19: APPOINTMENT OF A CARETAKING AND LETTING AGENT

- 19.1 The Owners Corporation may appoint a Caretaker to provide caretaking services for the Strata Scheme, however, such an appointment must be made by an agreement in writing which must set out (among other things):

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- (a) the rights of the Owners Corporation and the Caretaker to terminate the agreement prior to the end of its term;
 - (b) the entitlement of the Caretaker to assign the agreement to another person;
 - (c) the Caretaker's remuneration;
 - (d) the duties the Caretaker is required to perform;
 - (e) the expenses for which the Caretaker shall be entitled to be reimbursed;
 - (f) other conditions of the Caretaker's appointment; and
 - (g) any other relevant matter.
- 19.2 The remuneration payable to the Caretaker pursuant to the agreement will be the amount which the Owners Corporation determines is appropriate having regard to the duties which the Caretaker is required to perform pursuant to the agreement.
- 19.3 The duties which the Caretaker may be required to perform include:
- (a) caretaking, supervision and servicing of the Common Property;
 - (b) supervision of the cleaning, repair, maintenance, renewal or replacement of the Common Property;
 - (c) provision of services to the Owners Corporation, the proprietors and the occupiers;
 - (d) supervision of the Owners Corporation's employees and contractors;
 - (e) supervision of the Common Property generally; and
 - (f) other matters the Owners Corporation believes to be necessary or desirable for caretaking of the strata scheme.
- 19.4 Proprietors and occupiers must co-operate with the Caretaker to enable the Caretaker to perform its duties under its agreement with the Owners Corporation.
- 19.5 The Owners Corporation may appoint a person to provide letting, property management and sales services for such of the proprietors who wish to avail themselves of such service. An appointment under this by-law must

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be in writing and may be subject to such terms and conditions as the Owners Corporation may deem fit.

- 19.6 The Caretaker and the Letting Agent have the right to appoint an agent to be nominated by the Caretaker and the Letting Agent (respectively) without the consent of the Owners Corporation to perform their obligations under the agreement into which they enter with the Owners Corporation.
- 19.7 The Owners Corporation must not without written consent of the Caretaker:-
 - (a) enter into a caretaking agreement or letting agreement with someone other than the Caretaker;
 - (b) enter into a letting agreement with someone other than the Letting Agent;
 - (c) revoke or vary this by-law.
- 19.8 The Letting Agent may erect and maintain signs in or about the Common Property for the promotion and conduct of its letting business. The design and position of any such signs must be first approved by the Developer until the Developer ceases to be the owner of a Lot, and thereafter by the Owners Corporation.
- 19.9 The Owners Corporation has the power to enter into any agreements with the financier (being a party making a loan) of the Caretaker or Letting Agent so that the financier's rights pursuant to any security arrangement with such party can be protected and enforced.
- 19.10 The Owners Corporation must not conduct nor participate in the conduct of any business from a Lot or the Common Property relating to the letting or management of Lots.
- 19.11 Proprietors and occupiers must not interfere with or obstruct the Caretaker or the Letting Agent in the performance of their activities under their Agreements with the Owners Corporation or in respect of their use of the Common Property for the provision of these services.

BY-LAW 20: SERVICES PROVIDED BY THE OWNERS CORPORATION

- 20.1 The Owners Corporation has the power to supply services to each Lot including, but not limited to, cold water, air conditioning condenser water, telephone, television, pay television, internet and other communications.

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- 20.2 The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.
- 20.3 The Owners Corporation may make agreements with the proprietors and occupiers about paying for services supplied under this by-law.

BY-LAW 21: OWNERS CORPORATION'S RIGHT TO MAINTAIN SERVICES

The Owners Corporation may enter a Lot to maintain, repair, alter, add to, increase the capacity of or renew or inspect Private Services.

BY-LAW 22: PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

- 22.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Visitor complies with the by-laws as if that Authorised Visitor were a proprietor of a Lot.
- 22.2 If an Authorised Visitor does not comply with the by-laws the proprietor or occupier must withdraw their consent to the Authorised Visitor being on the Parcel and request that person to leave the Parcel.

BY-LAW 23: ADDITIONAL OBLIGATIONS

23.1 Noise

A proprietor or occupier of a Lot must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using Common Property.

23.2 Obstruction of Common Property

A proprietor or occupier of a Lot must not obstruct lawful use of Common Property by any person.

23.3 Behaviour of proprietors and occupiers

A proprietor or occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using Common Property.

23.4 Children playing on Common Property

A proprietor or occupier of a Lot must not permit any child of whom the proprietor or occupier has control to play on Common Property.

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23.5 Storage of Inflammable liquids and other substances and materials

- (a) A proprietor or occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to storage on a Lot of chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

23.6 Preservation of fire safety and fire control

- (a) The proprietor or occupier of a Lot must not do any thing or permit any invitees to do any thing on the Lot or Common Property that is likely to affect the operation of the safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property;
- (b) The proprietor or occupier of a Lot must comply with laws about fire control;
- (c) The proprietor or occupier of a Lot must comply with the requirements of Greater Taree City Council about fuel free zones and fuel reduced zones in a lot;
- (d) The Owners Corporation must comply with laws about fire control; and
- (e) The Owners Corporation must comply with the requirements of Greater Taree City Council about fuel free zones and fuel reduced zones in Common Property.

23.7 Damage to lawns and plants on Common Property

A proprietor or occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
- (b) use for his or her owner purposes as a garden any portion of the Common Property.

23.8 Doing things to Common Property

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A proprietor or occupier of a Lot must not do anything to interfere with, damage or deface Common Property, without the prior written approval of the Owners Corporation.

23.9 Washing

The proprietor or occupier of a Lot must not hang any washing, towels, bedding, clothing or other articles of a similar nature:-

- (a) on the outside of a Lot or the outside of a building containing a Lot; or
- (b) on any other part of a Lot other than that designated by the Owners Corporation from time to time for the purpose.

23.10 Moving Furniture and Goods through the Strata Scheme

- (a) Owners and occupiers must:-
 - (i) make arrangements with the Owners Corporation at least 48 hours before they move furniture or goods through the Strata Scheme;
 - (ii) move furniture and goods through the Strata Scheme according to the instructions of the Owners Corporation;
 - (iii) comply with the reasonable requirements of the Owners Corporation;
 - (iv) not move furniture and goods through the foyer and other public areas within the Strata Scheme.
- (b) If the Owners Corporation delegates its functions under this by-law to another person, proprietors and occupiers must make arrangements with that person and comply with the instructions and reasonable requirements of that person.

BY-LAW 24: KEEPING OF ANIMALS

24.1 The proprietor or occupier of a Lot must not, except with the approval of the Owners Corporation, keep an animal, insect, reptile or bird ("animal") on the Lot or other part of the Parcel.

24.2 Notwithstanding by-law 24.1:-

- (a) a completely or partially blind proprietor or occupier of a Lot may keep a dog used as a guide on a Lot; and

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- (b) a completely or partially blind person may use a dog as a guide on a Lot or on any other part of the Parcel.
- 24.3 Where a proprietor or occupier of a Lot or any person who is on the Parcel with his consent (express or implied) brings or keeps an animal on the Lot or any other part of the Parcel the proprietor or occupier is:-
- (a) liable to the proprietors and occupiers of other Lots and all other persons lawfully on the Parcel for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the animal; and
 - (b) responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
- 24.4 The liability and responsibility imposed on the proprietors and occupiers of Lots by by-law 24.3 exists notwithstanding that a proprietor or occupier has obtained the approval of the Owners Corporation to keep an animal on a Lot or on any other part of the Parcel.

BY-LAW 25: OWNERS CORPORATION'S RIGHT TO REMEDY

- 25.1 The Owners Corporation may do anything which should have been done under these by-laws by the proprietor or occupier of a Lot but which has not been done or not been done properly.
- 25.2 If the Owners Corporation exercises its right under this by-law then for as long as it is necessary and at the cost of the proprietor or occupier of the Lot, the Owners Corporation and persons authorised by it may enter the Lot and remain there.
- 25.3 The Owners Corporation may enter and remain on a Lot under this by-law only after the date specified in a notice given to the proprietor of a Lot by the Owners Corporation stating its intention to so enter.

BY-LAW 26: OWNERS CORPORATION'S RIGHT TO RECOVER MONEY

The Owners Corporation may recover any money owing to it under the by-laws as a debt.

BY-LAW 27: REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 27.1 A proprietor or occupier of a Lot must pay or reimburse the Owners Corporation on demand for the costs, charges and expenses of the Owners Corporation in connection with the contemplated or actual

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enforcement, or preservation of any rights under the by-laws in relation to the proprietor or occupier.

- 27.2 The costs, charges and expenses under this by-law include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration, legal, professional and other costs in connection with those events.

BY-LAW 28: THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

Anything a proprietor or occupier of a Lot is required to do under the by-laws must be done at the costs of the proprietor or occupier.

BY-LAW 29: OWNERS CORPORATION NOT LIABLE FOR DAMAGE

The Owners Corporation is not liable for damage to or loss of property or injury to any person in or near the Parcel due to any cause other than the negligence or fraud of the Owners Corporation or any employee or agent of the Owners Corporation.

BY-LAW 30: CERTIFICATE

A certificate signed by the Owners Corporation, its Managing Agent (if any) or the secretary about a matter or a sum payable to the Owners Corporation in connection with the by-laws in prima facie evidence of the amount or any other factual matter stated in it.

BY-LAW 31: INTEREST ON OVERDUE MONEY

- 31.1 A proprietor or occupier of a Lot must pay the Owners Corporation interest on any amount, other than a contribution levied by the Owners Corporation under the Management Act (which shall bear interest in accordance with section 79(1) of the Management Act), that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 31.2 During the period that an amount under this by-law remains unpaid, on demand or at times notified by the Owners Corporation, interest is calculated on daily balances at the rate equal to 2% per year above the rate quoted from time to time by the Owners Corporation's bankers (as nominated by the Owners Corporation) on unsecured overdraft accommodation \$100,000.00 or more.
- 31.3 Interest which is not paid when due for payment may be capitalised by the Owners Corporation at monthly intervals and is payable on capitalised interest at the rate and manner in this by-law.

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31.4 Despite this by-law, the Owners Corporation is not prevented from recovering any amount exceeding the interest calculated under this by-law as a consequence of any amount not being paid when due.

BY-LAW 32: APPROVALS BY OWNERS CORPORATION

The Owners Corporation may give conditionally or unconditionally or withhold its approval under the by-laws in its absolute discretion unless expressly provided otherwise in the by-laws.

BY-LAW 33: APPOINTMENT OF STRATA MANAGING AGENT

The Owners Corporation must appoint and retain a strata managing agent in accordance with the provisions of the Management Act.

BY-LAW 34: BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

By-law 25 of the Community Management Statement applies to the Strata Scheme.

BY-LAW 35: PARKING SPACES

The following rules shall apply in respect of the car parking spaces that form part of a Lot:-

- (a) a proprietor or occupier of a Lot must not use their car parking space for any purpose other than to park and unload vehicles and, without limitation, must not:-
 - (i) repair any vehicle;
 - (ii) use the car parking space for storage of any materials;
 - (iii) leave any rubbish on it; or
 - (iv) permit it to be used in any way so as to constitute a nuisance or annoyance
- (b) a proprietor must maintain and keep their car parking space in a state of good repair (however this does not impose on a proprietor any obligation to effect structural repairs);
- (c) a proprietor will be liable for any damage caused to any part of a Lot or the Common Property as a result of it failing to properly observe these rules

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BY-LAW 36: AIR CONDITIONING PLANT

- 36.1 A proprietor or occupier of a Lot may install air conditioning plant within their Lot provided:-
- (a) It is installed in the same location as the air conditioning plant that serviced the Lot at the time of registration of the Strata Scheme;
- 36.2 The noise level from air conditioning plant, measured from outside the front entrance of a Lot, must not exceed 65 decibels.
- 36.3 A proprietor of a Lot in which air conditioning plant has been installed:-
- (a) indemnifies the Owners Corporation against any claim demand and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the installation or operation of that air conditioning plant;
 - (b) must comply with all requirements of any government agency in connection with that air conditioning plant including (without limitation) all relevant standards and codes;
 - (c) is responsible for the installation, maintenance and running costs of that air conditioning plant;
 - (d) is responsible for the proper maintenance and keeping in a good state and serviceable repair; and
 - (e) is responsible for the removal or replacement of that air conditioning plant, if necessary.

BY-LAW 37: FORESHORE AREA

- 37.1 This by-law is made pursuant to by-laws 3.3 and 3.5 of the Community Management Statement.
- 37.2 Subject to by-law 37.3, the proprietors of Lots 1 to 4 (inclusive) shall have:-
- (a) exclusive use of that part of Foreshore Area 1 identified in the Foreshore Area Plan with the unit number corresponding to the number of their Lot; and

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- (b) the special privilege of using the part of Foreshore Area 1 of which exclusive use is granted pursuant to paragraph (a) of this by-law, for passive recreational purposes.
- 37.3 The terms on which exclusive use of Foreshore Area 1 is granted to the proprietors of Lots 1 to 4 (Inclusive) pursuant to by-law 37.2 shall be:-
- (a) payment by each proprietor of the proportion of the Foreshore Area Expenses determined by application of the formula provided for in by-law 3.6(c)(ii) of the Community Management Statement;
 - (b) each proprietor must indemnify the Owners Corporation against any loss or damage which may be suffered as a result of a proprietor or occupiers rights of exclusive use; and
 - (c) each proprietor is responsible for the maintenance and repair of the part of Foreshore Area 1 of which exclusive use is granted pursuant to paragraph (a) of by-law 37.2.
- 37.4 By-law 7 of these by-laws shall apply to the part of Foreshore Area 1 of which exclusive use is granted pursuant to paragraph (a) of by-law 37.2 as if Foreshore Area 1 were part of the Common Property.

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DICTIONARY

Words that this clause does not explain have the same meaning as they do in the Development Act and the Management Act.

1) In these by-laws:

Air conditioning plant means air conditioning plant and equipment and associated pipes, wires, cables and ducts.

Authorised Visitor means a person on the Parcel with the consent (express or implied) of a proprietor or occupier of a Lot or the Owners Corporation.

By-law means a by-law in these by-laws.

Caretaker means a caretaker appointed under by-law 19.1.

Common Property means the Common Property of the Strata Scheme.

Community Management Statement means the community management statement for the Community Scheme.

Community Scheme means the community scheme created upon registration of DP

Developer means the person who is the registered proprietor of the Lots at the time of registration of the Strata Plan.

Development Act means the Strata Schemes (Freehold Development) Act 1973.

Diamond Beach North has the same meaning as in the Community Management Statement.

Executive Committee means the executive committee of the Owners Corporation as constituted or elected from time to time under the Management Act.

Foreshore Area, Foreshore Area 1 and Foreshore Area Expenses have the same meaning as in the Community Management Statement.

Foreshore Area Plan means the plan comprising Schedule 2 to these by-laws.

Letting Agent means a person appointed under by-law 19.5.

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Lot means a lot in the Strata Plan.

Management Act means the Strata Schemes Management Act 1996.

Neighbourhood Management Statement means the neighbourhood management statement filed and registered at the Land and Property Information Office at the time of registration of a neighbourhood plan of subdivision of Lot 2 in the Community Scheme.

Owners Corporation means the corporation established pursuant to the provisions of the Development Act and the Management Act upon registration of the Strata Scheme.

Parcel means the land comprising the Lots and the Common Property the subject of the Strata Scheme.

Recreation Facilities means the Tennis Court, Gymnasium, Kids Club and Car Park as defined in the Neighbourhood Management Statement.

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

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

Strata Scheme means:

- (a) the manner of division under the Development Act, from time to time, of the Strata Parcel into the Lots and Common Property and the manner of the allocation under the Development Act, from time to time, of unit entitlements among the Lots; and
- (b) the rights and obligations, between themselves, or proprietors, other persons having proprietary interest in or occupying the Lots and the Owners Corporation, as conferred or imposed by the Development Act or by anything done under the authority of the Development Act as enforced from time to time.

Subsidiary Body has the same meaning as in the Community Management Statement.

Subsidiary Scheme has the same meaning as in the Community Management Statement.

Swimming Pool Area has the same meaning as in the Community Management Statement.

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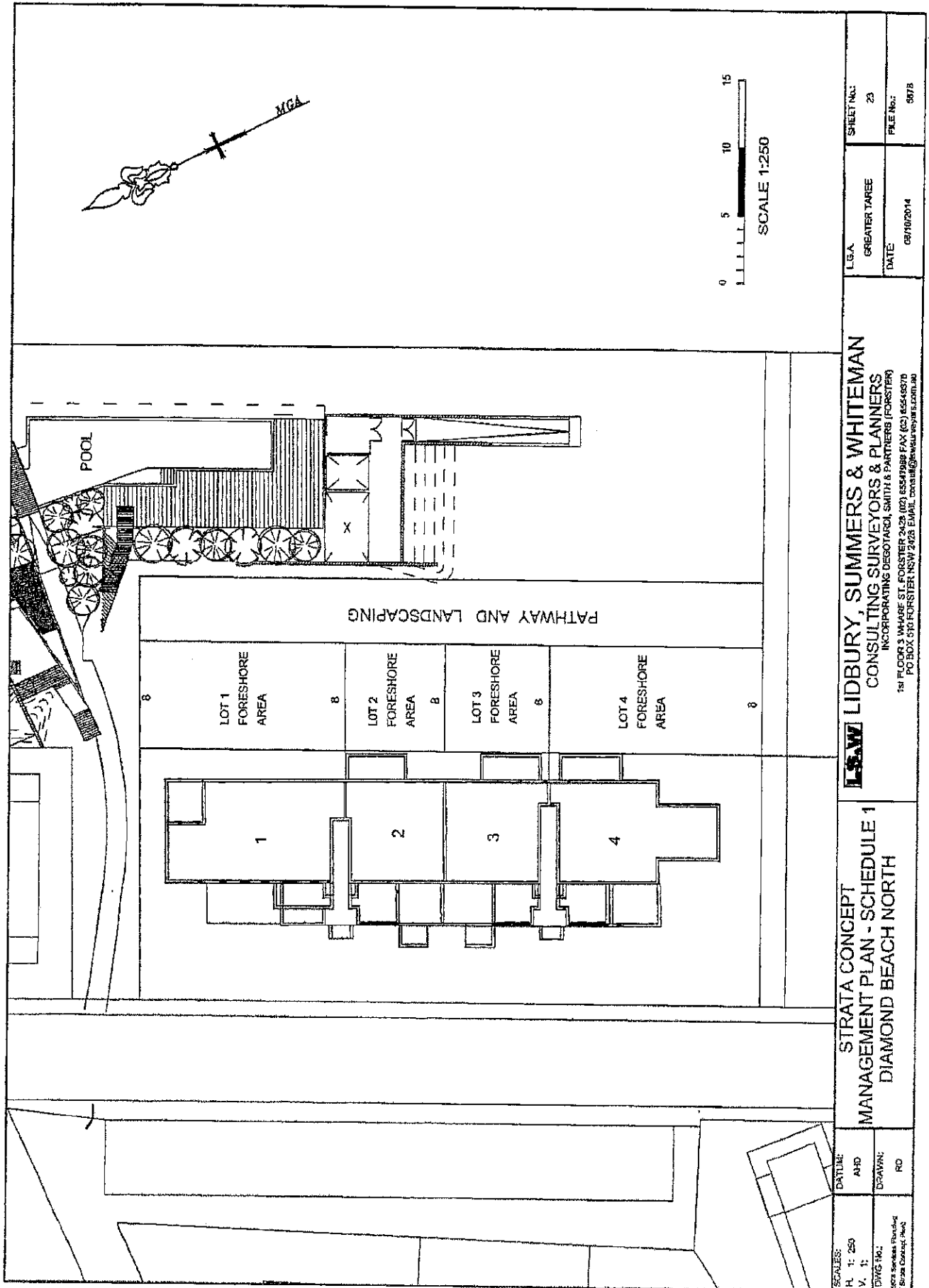
Sheet No. 22 of 24 Sheets

- 2) A reference to:
 - (a) a thing includes the whole or each part of it;
 - (b) a document includes any variation or replacement of it;
 - (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendment, re-enactments or replacements of them; and
 - (d) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.
- 3) The singular includes the plural and vice versa.
- 4) Headings do not affect the interpretation of this management statement.
- 5) A term of this management statement, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

SCHEDULE 1
 FORESHORE AREA PLAN

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STRATA CONCEPT MANAGEMENT PLAN - SCHEDULE 1 DIAMOND BEACH NORTH		L.S.W. LIDBURY, SUMMERS & WHITEMAN CONSULTING SURVEYORS & PLANNERS INCORPORATING DEGOTARD, SMITH & PARTNERS (FORSTER) 1st FLOOR 3 WHARF ST. FORSTER 2423 (02) 65541988 FAX (02) 65541970 PO BOX 570 FORSTER NSW 2423 EMAIL: conval@lsws.com.au		L.S.A. GREATER TAREE DATE: 08/10/2014	SHEET NO.: 23 FILE NO.: 9878
DATE: AHD					
DRAWN: RD					
DWG No.: 2003 Sydney Building (Strata Concept, Rev)					
SCALES: H: 1: 250 V: 1: 1					

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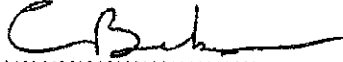
Sheet No. 24 of 24 Sheets

Signature, Consents and Approvals

DATED this day of , 2013.

*Signature/*Seal of developer/* developers authorised agent

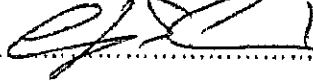
Christopher Eric Bodour



(Director, Fort Apache Pty Limited)

ACN 166 233 629

Signature of witness



Paul Victor Greenhalgh



(Paul Greenhalgh, Director,
Fort Apache Pty Ltd)

ACN 166 233 629

Name, address and occupation of witness

CRAIG STEPHEN CREMIN

10/99-115 FLINDERS STREET

SURRY HILLS

NSW

2010

SPA MANAGER.

REGISTERED

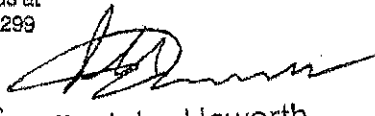


18.2.2015

Signed for and on behalf of ST. GEORGE
BANK - A Division of WESTPAC BANKING
CORPORATION ABN 33.007 457 141 by
its attorney under power of attorney as at
17 January, 2001 Registered Book 4299
No. 332 in the presence of:

WITNESS

Fiona A Reed



Print Name:

Fiona A REED

Philip John Haworth
Tier Three Attorney