

**COMMUNITY TITLES
COMMUNITY PLAN NO: 41726**

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

.....
SIGNATURE

.....
FULL NAME

130 CARRINGTON STREET
ADELAIDE 5000

COMMUNITY TITLES ACT, 1996

BY-LAWS OF PRIMARY COMMUNITY SCHEME

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

1. Administration, Management and Control of Common Property

- 1.1 The Community Corporation is responsible for the administration, management and control of the common property.
- 1.2 The Community Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property.
- 1.3 The Community Corporation may appoint a manager to carry out on behalf of the Corporation the function of administering, managing and controlling the Common Property.
- 1.4 While there are only two (2) primary community lots and until such time as the Development Lot or Lots are developed (if at all):
 - 1.4.1 The presiding officer at any properly convened meeting of the Community Corporation shall be the representative of the Development Lot comprising Pieces 81 and 82 in CP41726 and
 - 1.4.2 In the event that a vote is taken at a properly convened meeting of the Community Corporation and it is tied one all, then the presiding officer shall have the casting vote.

2. Use and Enjoyment of the Common Property

- 2.1 The common property is, subject to the Act and these By-laws, for the common use and enjoyment of owners, their employees, invitees, and visitors of community lots in the Community Scheme.
- 2.2 A person must not, without the authorisation of the Community Corporation, damage or interfere with a building structure, surface treatment or ancillary service on or in the Common Property.

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- 2.3 A person must not, without the authorisation of the Community Corporation, deposit any object or material on the Common Property if it is likely to be hazardous or offensive to other persons using or adjacent to the Common Property.
- 2.4 A person must not light or allow to be lit any open fire or barbecue within the Common Property.
- 2.5 A person must not obstruct vehicular, aircraft or pedestrian traffic on the Common Property.
- 2.6 A person must not park a motor vehicle or aircraft on the Common Property except on a part of the Common Property set aside for motor vehicles or aircraft and the Corporation shall in addition to any other power authority duty and or function conferred or imposed upon it have the power to tow away any motor vehicle or aircraft standing in contravention of these by-laws at the expense of the person whose act or default has occasion such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.
- 2.7 A person driving a vehicle on the Common Property must comply with the rules applicable under the Road Traffic Act 1961 to the driving of a vehicle on a public road and not exceed a speed of 25 kilometres per hour.
- 2.8 A person taxiing an aircraft on the Common Property must comply with the terms and conditions of use of the Common Property as reasonably determined from time to time by the Primary Community Corporation.
- 2.9 A person must not refuel any motor vehicle or aircraft on the Common Property except at a designated refuelling site and shall not carry any fuel onto the Community Parcel in other than certified fuel tanks or other approved containers.
- 2.10 A person must not carry on a business of buying or selling or offering or exposing for sale any goods, commodity, merchandise or service on the Common Property without the consent of the Community Corporation.
- 2.11 A person must not overburden the Common Property by overutilising it to the point where other legitimate users cannot reasonably enjoy its benefits.

3. Use and Enjoyment of Community Lots

No building erected on a Community Lot shall be used or occupied otherwise than for:-

Residential or related use and aircraft storage unless such other use has been approved by the Community Corporation and which said approval shall not be unreasonably withheld.

4. Maintenance and Repair of Buildings

- 4.1 The owner of a Community Lot must maintain and keep in good repair buildings and structural improvements to the Lot (including paintwork and external finishes).
- 4.2 The minimum standard for building and improvements to be constructed on the Community Lot shall be as determined by local council requirements for buildings and improvements but in any event a residence or addition shall not be of a temporary nature or be constructed of second hand materials.
- 4.3 The owner of a Community Lot must ensure that any erection or construction of any structure that is iron or steel is pre coated or colour bond.
- 4.4 The owner of a Community Lot must ensure that any shed or out building does not exceed a height of 8 metres and is not out of character for the character of Airpark Goolwa.
- 4.5 The owner of a Community Lot shall ensure that any fencing erected or constructed forward of the front alignment of the house and/or within a distance of 8 metres from the common property on the Community Lot is of open wire or of an open see through "rural" character in keeping with the rural amenity of the location.
- 4.6 The owner of a Community Lot shall ensure that there is a childproof fence erected between the residence and any aircraft movement areas which includes self closing gates in compliance with Australian Standard (AS 1926.1-1993).

5. Maintenance of Community Lot

- 5.1 The owner of a Community Lot must keep the lot in a clean and tidy condition and not allow vegetation to attain a height of more than 8 metres.
- 5.2 The owner of a Community Lot must not cause, permit or suffer an aircraft, truck, van, semi trailer, boat or caravan to be left parked forward of the front alignment of the house erected in the Community Lot.
- 5.3 The owner of a Community Lot must comply and maintain with the terms and conditions of any Council Regulation or By-law.
- 5.4 The owner of a Community Lot must:-
 - 5.4.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and
 - 5.4.2 comply with any requirements of the Council for the disposal of garbage.
- 5.5 The owner of a Community Lot must use their best endeavours to plant, establish, maintain and landscape their Community Lot so that it enhances the amenity and character of the Airpark Goolwa area.

6. Disturbance

- 6.1 Whilst acknowledging that the nature of an aerodrome will give rise to noise and vibration, the owner of a Community Lot must not engage in conduct of a nature or at a time that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.
- 6.2 The owner of a Community Lot must ensure, as far as practicable, that persons who are brought or allowed onto the Community Lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.

7. Insurance by Community Corporation

- 7.1 The Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual Community Lots.

7.2 An owner or occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might:-

7.2.1 void or prejudice insurance effected by the Community Corporation; or

7.2.2 increase any insurance premium payable by the Community Corporation.

8. Building Insurance

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

9. Public Liability Insurance

The owner of each Community Lot shall effect and keep current in respect of their Community Lot a Public Risk Policy in a sum of not less than \$20 Million Dollars and must provide the Community Corporation as requested by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-law.

10. Operation of Aircraft

A person bound by these By-laws:-

10.1 must enter into a Commercial Agreement with the Registered Proprietor of the airstrip which is more particularly defined as "J" in the Deposited Plan 111665 and which said area "J" is comprised in the adjoining contiguous Certificate of Title Register Book Volume 6203 Folio 778 which is known as the Goolwa Airstrip – to access and use that area marked "J".

10.2 will observe a maximum speed limit of 25 kilometres per hour in relation to all aircraft operating in the Community Parcel with the exception of the runway;

10.3 must observe the standard aircraft procedures as specified by the current Australian Law as well as any procedures as specified by the owners and/or operators of Goolwa Airport;

10.4 must ensure that all operational aircraft kept in a Lot are registered, identified, marked, equipped and maintained in accordance with current law and safe practice with particular attention to fire fighting equipment;

- 10.5 any operational aircraft kept in a Lot must be kept in good order and condition to the reasonable satisfaction of the Corporation and will not allow the same to be or become in an unsightly dilapidated or dangerous condition and failure to comply with a reasonable request of the Corporation in this regard will entitle the Corporation to require the removal of the aircraft;
- 10.6 toilet refuse, oil, chemicals, spirits, inflammable liquids and waste water are not to be discharged from the aircraft onto the Common Property except in areas set aside for the disposal of such waste;
- 10.7 no garbage or other refuse is deposited onto the Common Property except in the approved garbage receptacles;
- 10.8 must not enter, leave or manoeuvre an aircraft in the Community Parcel under motorised power unless that person is a competent and licensed pilot or suitably authorised person;
- 10.9 must not operate an aircraft on the Community Parcel while under the influence of alcohol or drugs.

11. Fire Fighting Equipment

The owner of a Community Lot shall ensure that any aircraft owned or under the control of the Lot owner is equipped with all fire fighting equipment prescribed by or under any State or Commonwealth Act for an aircraft of its class and that fire extinguishers are kept fully charged, maintained in good order and condition.

12. Animals

12.1 An owner of a Community Lot is entitled:-

12.1.1 to keep up to two cats and/or dogs on a Community Lot or such other pet that has been approved by the Community Corporation provided such pets do not create unreasonable nuisance to the other Community Lot owners; and

12.1.2 the owner of a Community Lot acknowledges the danger of allowing an animal to stray onto the Common Property and will take all necessary steps to restrain and contain any animal.

13. Statutory and Private Services

13.1 The Community Corporation is responsible for and must maintain and repair the service infrastructure comprising:-

- (a) electricity
- (b) storm water

The water reticulation and effluent drainage is the responsibility of each lot owner.

14. Offence

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

Maximum Penalty: \$500.00

15. Community Corporation's Right to Recover Money

15.1 The Community Corporation may recover any money owing to it under the By-laws as a debt.

15.2 An owner of a Community Lot must pay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

15.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.

15.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation as specified in accordance with Section 114(4)(b) and Regulation 20 of the Community Titles Act 1996 as amended.

16. Interpretation

In these By-laws:-

- 16.1 "Act" means the *Community Titles Act 1996* and as amended.
- 16.2 "Common Property" means the Common Property created by the Deposit of the Plan of Community Division being Community Plan No.
- 16.3 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-laws are lodged.
- 16.4 "Community Lot" means a community lot created by Plan of Community Division referred to above.
- 16.5 "Community Parcel" means the whole of the land comprised in Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.
- 16.6 "Occupier" of a community lot includes, if the lot is unoccupied, the owner of the lot.
- 16.7 Except where otherwise appears words shall have the same meaning as are set out in the Act.

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GEOFFREY DAVID EASTWOOD

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Signature of WITNESS – Signed in my presence by the Applicant who is either personally known to me or has satisfied me as to his or her identity.

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Print Full name of Witness (BLOCK LETTERS)

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Address of Witness
Business Hours Telephone Number.....