

TASMANIA

Land Titles Act 1980, as amended

FORM 5

Conveyance and Law of Property Act 1884

NOTIFICATION OF CHANGE OF BY-LAWS

In pursuance of Section 75R (4) of the *Conveyance and Law of Property Act 1884*, The Owners of Brompton on the Park hereby certify that by unanimous resolution duly passed at a properly constituted meeting of the company on the 30th day of October 1996 the by-laws in Part I and Part II of the Seventh Schedule to the said Act, as they applied to the building referred to in stratum plan registered in the Lands Titles Office number 126193 were repealed, and the following by-laws were adopted in lieu thereof:

THE OWNERS OF 52-54 HOBART ROAD
"BROMPTON ON THE PARK"
BY-LAWS OF BODY CORPORATE UNDER STRATUM PLAN

(Section 75R)

PART 1

Duties of
an owner

1. An owner shall -
 - (a) permit the company and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter his flat for the purpose of maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the flat and capable of being used in connection with the enjoyment of any other flat or the common property, or for the purpose of maintaining, repairing, or renewing the common property or for the purpose of repairing the roof of any flat or of any adjacent or adjoining flat;
 - (b) forthwith carry out all work that may be ordered by any competent public or local authority in respect of his flat other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect of his flat;
 - (c) repair and maintain his flat and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest, or act of God excepted;
 - (d) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or their families or visitors; and
 - (e) not use his flat or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of a flat (whether an owner or not) or the family of such occupier, and in particular the owner shall not use his flat or permit to be used for any business, profession or trade;
 - (f) observe all rules for the use of the common property made by the council;
 - (g) promptly pay the owner's share of all levies made by the company.
 - (h) not plant or allow to plant or to grow any tree bush or shrub that exceeds the height of the roof of any dwelling on any of the flats on the Plan and in the event any tree bush or shrub grows to a height greater than the roof of any dwelling then to cause such tree to be removed or lopped so as to comply with this covenant;
 - (i) not erect or allow to be erected any lawn locker garden shed or similar erection on any such flat or any part thereof without the written consent of the Council;

- (k) (i) be permitted to lease his/her/its lot provided the occupant or occupants have attained the age of 55 and that the lease term be limited to a minimum 3 months; and
- (ii) ~~not~~ transfer the flat except to a purchaser thereof nor shall it be transferred to any but a natural person who has attained the qualified age being the lesser of:-
- (a) fifty five (55) years; or
- (b) such age as "aged person" may be defined under the Aged or Disabled Homes Act 1954 as amended;

PROVIDED ALWAYS that this provision shall not prevent a transfer of the flat or any interest therein:-

- (iii) to persons married to one another one only of whom has obtained the qualifying age;
- (iv) by the owner to his spouse;
- (v) to the spouse of a deceased owner;
- (vi) to a person of the age of forty five (45) years or upwards who is approved by the body corporate;
- (l) maintain their own flat including any gardens in a fit and proper state and dispose of all garden and other waste in a proper manner; and

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Nothing herein shall prevent the developer (Ian Dent Constructions (Tas.) Pty. Ltd.) from having upon his title any sheds materials and equipment associated with the on going development of Brampton on the Park.

Duties of
Company

2. The company shall -

- (a) control and manage the common property for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings (including lifts) used in connection with the common property;
- (c) establish and maintain suitable lawns and gardens on the common property;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one flat or common property; and
- (e) on the written request of an owner, or registered mortgagee of a flat, produce to that owner or mortgagee, or person authorised in writing by that owner or mortgagee, the policy or policies of insurance effected by the company, and the receipt or receipts for the last premium or premiums in respect thereof;

Powers of
Company

3. The company may -

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property;
- (b) borrow moneys required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether imposed or not), or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine any moneys in the fund for administrative expenses;
- (e) make an agreement with any owner or occupier of a flat for the provision of amenities or services by it to that flat or to the owner or occupier thereof;

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Annexure to Memorandum of dated
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Council of
the Company

- (f) grant to an owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, but any such grant shall be determinable on reasonable notice unless the company by unanimous resolution otherwise resolves; and
- (g) do all things reasonably necessary for the enforcement of the by-laws and the control and management of the common property;
- 4.(1) The powers and duties of the company shall, subject to any restriction imposed or direction given at a general meeting be exercised and performed by the council of the company if elected in accordance with these rules but until the council is constituted and elected the powers of the company shall be exercised by the company in general meeting.
- (2) The council shall consist of not less than three nor more than seven owners and shall be elected at each annual general meeting; but ~~where there are not more than 3 owners, the council shall consist of all owners.~~
- (3) Except where the council consists of all the owners, the company may by resolution at an extraordinary general meeting remove any member of the council before the expiration of his term of office and appoint another owner in his place to hold office until the next annual general meeting.
- (4) Any casual vacancy on the council may be filled by the remaining members of the council.
- (5) Except where there is only one owner, a quorum of the council shall be two, where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4 where it consists of 7 members.
- (6) At the commencement of each meeting the council shall elect a chairman for the meeting. The Chairman may not move any motion at a meeting of Council.
- (7) At meetings of the council all matters shall be determined by simple majority vote.
- (8) The council may -
 - (a) meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit, but shall meet when any member gives to the other members 7 days' notice of a meeting proposed by him, specifying the reason for calling it;
 - (b) employ for and on behalf of the company such agents and servants as it thinks fit in connection with the control and management of the common property, and the exercise and performance of the powers and duties of the company;
 - (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (9) The council shall -
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;

NOTE: — Every annexed sheet shall be signed by the parties to the dealing, or where the party is a corporate body, be signed by the persons who

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- (5) At the commencement of a general meeting, a chairman of the meeting shall be elected.
 - (6) At any general meeting a resolution by the vote of the meeting shall be decided on the show of hands unless a poll is demanded by any owner present in person or by proxy.
 - (7) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
 - (8) A demand for a poll may be withdrawn.
 - (9) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
 - (10) In the case of equality of votes whether on a show of hands or on a poll the question is determined in the negative.
- Votes of owners
- 7.(1) On a show of hands each owner shall have one vote.
 - (2) On a poll the owners shall have the same number of votes as the unit entitlements of their respective flats.
 - (3) On a show of hands or on a poll votes may be given either personally or by proxy.
 - (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting.
 - (5) A proxy need not be a proprietor.
 - (6) Except in cases where a unanimous resolution is required, no owner is entitled to vote at any general meeting unless all contributions payable in respect of his flat have been duly paid.
 - (7) Co-owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of owners is required; but any one co-owner may demand a poll.
 - (8) On any poll each co-owner is entitled to such part of the vote applicable to a flat as is proportionate to his interest in the flat.
 - (9) The joint proxy (if any) on a poll has a vote proportionate to the interest in the flat of such of the joint owners as do not vote personally or by individual proxy.
 - (10) Where owners are entitled to successive interests in a flat, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll whether the unanimous resolution of owners is required or not.

NOTE: — Every annexed sheet shall be signed by the parties to the dealing, or where the party is a corporate body, be signed by the persons who

DATED this

day of

1996.

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Member of Council

WRITTEN IN MARGIN

- (11) Where an owner is a trustee he shall exercise the voting rights in respect of the flat to the exclusion of persons beneficially interested in the trust, and the latter shall not vote.

Common
seal

8. The common seal shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least two members thereof who shall sign every instrument to which the seal is affixed.

Amendment of
by-laws

9. The by-laws in Part II of this schedule may be added deleted or amended by special resolution of the company, and not otherwise.

Special
resolution

10. A special resolution means a resolution passed at a general meeting of which at least 14 days' notice specifying the proposed special resolution has been given by a majority of not less than three-quarters of the total unit entitlement of all flats in the building, not being less than three-quarters of the members.

PART II

Additional
duties of
owners

1. An owner shall not -

- (a) use his flat for any purpose which may be illegal or injurious to the reputation of the building;
- (b) make undue noise in or about any flat or common property;
- (c) allow any animals to be outside the building within his flat or on the common property unless under the direct and controlled supervision of the owner;
- (d) allow a clothes line to be constructed outside the building within his flat unless approved by the Council;
- (e) park any motor vehicles on common property on a permanent basis;
- (f) park any caravans or boats within the area of his flat.

2. Each owner shall maintain the gardens and lawns within his flat in a neat and tidy condition.

Restricted use
of flat

3. When the purpose for which a flat is intended to be used is shown expressly or by necessary implication on or by the registered stratum plan, an owner shall not use his flat for any other purpose, or permit it so to be used.

4. The Company shall at the expense of each respective owner maintain insurance cover over each flat and any improvements on the common property.

DATED this

5th

day of

November

1996.

THE COMMON SEAL of The Owners of 52-54
Hobart Road "BRAMPTON ON THE PARK" was
hereunto affixed in the presence of:

Member of Council

