

MINUTES OF INAUGURAL GENERAL MEETING OF

"THE PROPRIETORS - HATLOWE HEIGHTS GTP 100608"

HELD AT THE OFFICE OF ERIC MUIR, SOLICITOR, 46 CAVILL AVENUE,
SURFERS PARADISE ON THE 22ND OF SEPTEMBER 1994

PRESENT Eric Anthony Muir
as Nominee of
Hatlowe Pty. Ltd.
the Original Proprietor

REGISTRATION OF PLAN Mr. Muir advised Group Titles Plan No. 100608 with respect to the parcel at 14 Bourton Road, Merrimac registered on the 20th day of September 1994 and the meeting noted the constitution of the body corporate in accordance with Building Units and Group Titles Act 1980 - 1988 (herein called "the Act") as from the date of registration of the plan, namely 20th September 1994.

CHAIRMAN Mr. E. Muir was elected as Chairman of the meeting.

VALIDITY OF MEETING RESOLVED that, having regard to the fact that all persons entitled to vote at this meeting are present, this meeting is hereby deemed to be duly convened and constituted notwithstanding any lack of notice or other formality.

NOTATION OF AGENCY APPOINTMENT Mr. Muir produced an authority in writing dated 20th September 1994 whereby the Original Proprietor appointed Mr. E. Muir as its Agent for the purpose of exercising and performing the powers, authorities, duties and functions of the chairman, secretary and treasurer of the body corporate until such offices are filled.

The meeting noted this document.

INSURANCES Mr. Muir advised the meeting that the following insurance covers have been effected by the Original Proprietor in the name of the body corporate:

a) Damage Policy

Insurer: Corporate Home Units Underwriting
Agency Pty Ltd

Policy No: TBA 5021

Sum Insured: \$4,000,000

b) Public Liability Policy

Insurer: Corporate Home Units Underwriting
Agency Pty Ltd
Policy No.: TBA 5021
Sum Insured: \$5,000,000

c) Contents

Insurer: Corporate Home Units Underwriting
Agency Pty Ltd
Policy No: TBA 5021
Sum Insured: \$40,000

Total Premium \$3,120.25 Paid to 3.10.95

RESOLVED that the insurance covers effected in the name of the body corporate be confirmed.

RESOLVED that at this stage there be no committee council of the body corporate.

COMMITTEE OF THE
BODY CORPORATE
MAINTENANCE
CONTRIBUTIONS

A) Administrative Fund

Mr. Muir advised that the only items to consider for the Administrative Fund Budget was the annual insurance premiums, the managing agents salary and anticipated maintenance costs.

RESOLVED that contributions to the Administrative Fund are hereby determined pursuant to the Act at the sum of \$81.00 per unit of entitlement per annum.

AND that the contributions be payable by four instalments the first to be due and payable annually in advance on 12th October 1994 and subsequent instalments to be due and payable on the 1st day of January, April, July and October thereafter; the contributions to be levied by notice from the Treasurer.

B) Sinking Fund

RESOLVED that no maintenance contributions to the Sinking Fund be determined at this stage.

BOOKS AND RECORDS

RESOLVED that Mr. Muir is authorised to purchase, commence and maintain all books and records necessary to ensure the body corporate compliance with the provisions of the Act and Regulations.

BANKING AUTHORITY

RESOLVED that a bank account be opened.

COMMON SEAL

Mr. Muir produced a seal, an impression of which was made in the right hand margin of this page of the minute book.

RESOLVED that the common seal the impression of which was so made on this page be adopted as the common seal of the body corporate, to be affixed to any deed, instrument or document only in accordance with the provisions of the Act and with the prior authority of the committed of the body corporate.

**MANAGEMENT AGREEMENT
AND LETTING AGREEMENT**

RESOLVED that the Body Corporate enter into a Management Agreement with Leikkari Holdings Pty Ltd in terms of the draft tabled and that the Common Seal of the Body Corporate be affixed to that Agreement.

BY-LAWS

RESOLVED that the By-Laws be amended as per the Notice of Change of By-Laws tabled herein.

DATED this 22nd day of September, 1994.


Chairman

BODY CORPORATE SERVICES PTY LTD
PROPOSED ADMINISTRATIVE FUND BUDGET

DEVELOPMENT: HATLOWE PTY LTD GTP NO. 100608

BUDGET	
Bank charges	150
Cleaning materials	250
Community power	3000
Insurance	
Work comp.	
Build. & Pub. Lia.	4000
Management fees	50000
Printing postage & stationery	2000
Repairs & maintenance	
Building	500
Gardens & grounds	4000
Pool	1000
Secretarial fees	7500
Sundries	1000
Sundry assets	8000
Telephone	500
	<u>\$81,900</u>
Number of Lots	75
Average per week	\$21.00

THIRD SCHEDULE

BY-LAWS

BY-LAW 1 - Noise

1 A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

BY-LAW 2 - Vehicles

2 Save where a by-law made pursuant to section 30(7) authorizes him so to do, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the body corporate.

BY-LAW 3 - Obstruction

3 A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

BY-LAW 4 - Damage to lawns etc. on common property

4 A proprietor or occupier of a lot shall not -

- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

BY-LAW 5 - Damage to common property

5 A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the common property except with the consent in writing of the body corporate but this by-law does not prevent a proprietor or person authorised by him from installing -

- a) any locking or other safety device for protection of this lot against intruders; or
- b) any screen or other device to prevent entry of animals or insects upon his lot:

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

BY-LAW 6 - Behaviour of invitees

6 A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

BY-LAW 7 - Depositing rubbish etc. on common property

7 A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.

BY-LAW 8 - Storage of flammable liquids, etc.

8 A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

BY-LAW 9 - Garbage disposal

9 A proprietor or occupier of a lot shall -

- a) save where the body corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage.

BY-LAW 10 - Keeping of Animals

10 Subject to section 30(12), a proprietor or occupier of a lot shall not, without the approval in writing of the body corporate, keep any animal upon his lot or the common property.

BY-LAW 11

11 Subject to By-Law 12, each lot may be used for residential purposes only.

By-LAW 12

12 The Body Corporate may enter into with any Proprietor of Lot 1 or with an entity under the control of any Proprietor of Lot 1 an Agreement for such Proprietor or entity to provide caretaking and building management services ("a Caretaking Agreement") and/or an agreement for such Proprietor or entity to provide letting and ancillary services to such of the Proprietors or occupiers of lots who wish to avail themselves of such services ("a Letting Agreement") on such terms and conditions as the Body Corporate deems fit.

BY-LAW 13

13 For as long as there is in existence a Caretaking Agreement and/or a Letting Agreement pursuant to By-Law 12 then:-

- (a) Lot 1 may be used for both residential purposes and for the purpose of providing the services set out in the Agreement(s);
- (b) No other lot may be used for the provision of any of the services set out in the Agreement(s); and
- (c) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreement(s).

BY-LAW 14

14 For as long as there is in existence a Caretaking Agreement and/or a Letting Agreement pursuant to By-Law 12 then:-

- (a) The Body Corporate will not allow any person or entity other than the party to such Agreement(s) to provide, from the building or common property, any of the services set out in the Agreement(s); and
- (b) The Proprietor of Lot 1 and/or the party to the Agreement(s) will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides.

BY-LAW 15

15 That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.

BY-LAW 16

16 Interest

- (a) If a contribution levied under Section 32 of the Building Units and Group Titles Act 1990 is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the Committee of the Body Corporate from time to time, unless otherwise determined by Ordinary Resolution at a general meeting.

and further at the discretion of the Committee, Body Corporate Services Pty Limited has administrative discretion to write off interest at a limit to be determined by the Body Corporate Committee from time to time.

Joint Liability

- (b) If, at any time a person becomes the proprietor of a Lot, another person is liable in respect of the lot to pay interest on a contribution, the proprietor is jointly and severally liable with the other person for the payment of the interest.

Character of Interest

- (c) The amount of any interest is recoverable by the body corporate as a liquidated debt.

BY-LAW 17

17 A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor, collection agency and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or monies duly levied upon that person by the body corporate pursuant to the Building Units and Group Titles Act 1980.

BY-LAW 18 - INSURANCE

- 18 (a) In addition to insurance effected pursuant to Section 56 of the Act the Body Corporate shall insure and keep insured all buildings on the common property and any improvements thereon under a damage policy to the reinstatement replacement value thereof.
- (b) The Body Corporate shall effect and keep current in respect of all improvements made to the parcel, property damage insurance in the joint names of those persons recorded from time to time on the Roll as proprietors of the lots in the parcel in an amount nominated by the Body Corporate in general meeting from time to time. Such insurance shall be taken out with a reputable Insurance Company and shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for

in such insurance cover.

- (c) All insurance premiums payable by the Body Corporate under this By-Law shall be paid from funds contributed to the administrative fund.
- (d) A proprietor shall be responsible for the insurance of proprietors fixtures as defined by Section 54 of the Act including all electrical equipment, carpets, drapes and improvements within his lot.