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BY LANDS TITLES OFFICE

BY-LAWS
DEVELOPMENT NO 602-00027-00

BY-LAWS

Community Plan No. 00000

11 PINECREST BLVD, SUITE 100, BIRMINGHAM, AL 35203

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BY-LAWS
DEVELOPMENT NO 607-2007-00

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DEVELOPMENT NO 607-0007-09

COMMUNITY TITLES ACT, 1996

BY-LAWS OF COMMUNITY SCHEME

Community Corporation No 2007-09 Inc

[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 special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act].

1. Administration, Management and Control of Common Property

The Community Corporation is responsible for the administration, management and control of the Common Property.

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 the owners of the Community Lots and those authorised by them.

2.2 A person must not, without the authorisation of the Community Corporation, damage or interfere with a building, structure, tree or garden on the Common Property.

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.

3. Use and Enjoyment of Community Lots

No building erected on a Community Lot shall be used or occupied otherwise than as a residence unless such other use has been approved by the Community Corporation. Nothing in these By-laws will operate to prevent an owner of a Community Lot from leasing the Community Lot to another person nor from otherwise parting with possession of their Community Lot to another person provided that their Community Lot is used or occupied as a residence.

4. Maintenance and Repair of Buildings

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). The owners of Community Lots must, to the extent that it is practical to do so, in respect of the external appearance of any buildings or improvements erected on their respective Community Lots, consult in good faith with each other to ensure that the external appearance of any such buildings or improvements on the Community Lot are sympathetic to the external appearance of any buildings or improvements on the

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other Community Lot(s). If the Community Lots are in whole or in part separated by a driveway constructed on both Community Lots then an owner of a Community Lot will not erect any improvements on the driveway comprising part of that owners' Community Lot or otherwise alter the driveway comprising part of that owner's Community Lot without first obtaining the written consent of the owner(s) of the other Community Lot(s), which consent will not be unreasonably withheld or delayed.

5. Maintenance of Community Lot

- 5.1 The owner of a Community Lot must keep the Lot in a clean and tidy condition.
- 5.2 The owner of a Community Lot must properly maintain lawns and gardens on the Community Lot.
- 5.3 The owner of a Community Lot must:
 - (a) store garbage in an appropriate container that prevents the escape of unpleasant odours; and
 - (b) comply with any requirements of the Council for the disposal of garbage.

6. Disturbance

- 6.1 The owner of a Community Lot must 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.
- 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 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:
 - (a) void or prejudice insurance effected by the Community Corporation; or

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(b) 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. The owner of each Community Lot must, from time to time, provide the Community Corporation (if requested) with evidence of a current policy of insurance effected by the owner under this clause.

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 \$10m 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 owner under this clause.

10. Pets

10.1 An owner of a Community Lot is entitled:

- (a) to keep one cat and/or one dog on a Community Lot; and
- (b) if the occupier is a person who suffers from a disability - to keep a dog trained to assist the occupier in respect of that disability.

10.2 An owner of a Community Lot must not keep an animal on a Community Lot except as authorised by this section or the Corporation.

11. Fencing

The provisions of *The Fences Act 1975* (as amended) shall apply as between the owners of adjoining Community Lots.

12. Exemption from Compliance with Certain Provisions of the Act

The Community Corporation shall not be required to:

- 12.1 hold annual general meetings (except the first general meeting);
- 12.2 prepare accounting records of the Community Corporation's receipts and expenditure and to prepare an annual statement of accounts;

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- 12.3 have the annual statement of accounts audited;
- 12.4 establish administrative and sinking funds;
- 12.5 maintain a register of the names of the owners of the Community Lots.
- 13. **Offence**

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

Maximum penalty: \$500.00

14. **Community Corporation's Right to Recover Money**

- 14.1 The Community Corporation may recover any money owing to it under the By-laws as a debt.
- 14.2 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.
- 14.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.
- 14.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a Lot to the Community Corporation at the rate of TWO PER CENT (2%) per annum above the rate quoted by the Community Corporation's Bankers on overdrafts of less than \$10,000.00, calculated on daily balances commencing from the day that the money becomes due for payment.

15. **Definitions/Interpretation**

- 15.1 In these By-laws:

Act means the *Community Titles Act 1996*.

Community Corporation means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-law are lodged.

Community Lot means a Community Lot created by the Plan of Community Division referred to above.

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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.

occupier of a Community Lot includes, if the Lot is unoccupied, the owner of the Lot.

- 15.2 Except where otherwise appears words shall have the same meanings as are set out in the Act.