

# MINUTES OF EXTRAORDINARY GENERAL MEETING

for PLUMERIA BODY CORPORATE GTP 2207

**Location of meeting:** Meeting Room 1 of Sanctuary Cove Body Corporate Services;  
Masthead Way, Sanctuary Cove  
**Date and time of meeting:** Thursday 20 July 2017 at 8:30am  
**Meeting Open:** 8:45am  
**Meeting Closed:** 10:05am  
**Chairperson:** Mr Michael Clayton

**PRESENT** Mr M Clayton, Mr A Lock, Mrs L Constandi, Ms P Ewers, Mr B Cool, Mrs A Allardice, Mr D & Mrs C Waller, Mr J Reid, Mr R Cheung, Mrs J Leeson, Mr B Allen, Mr D Housden

**VOTING REGISTER** The Secretary advised that the following lots were represented.

Lot 2 Proxy to Mr M Clayton / Present in Person	Lot 71 Present in Person
Lot 4 Proxy to Mr A Lock / Present in Person	Lot 73 by Voting Paper
Lot 5 Proxy to Mr A Lock	Lot 77 by Voting Paper
Lot 7 by Voting Paper/ Present in Person	Lot 80 Proxy to Mr J Reid / Present in Person
Lot 11 by Voting Paper	Lot 85 Proxy to Mr R Cheung / Present in Person
Lot 12 by Proxy to Mrs A Allardice	Lot 86 Proxy to Mrs A Allardice
Lot 16 Present in Person	Lot 87 Proxy to Mr R Cheung
Lot 17 by Voting Paper	Lot 88 Proxy to Mr A Lock
Lot 19 by Voting Paper	Lot 89 Proxy to Mrs J Leeson / Present in Person
Lot 21 by Voting Paper	Lot 95 by Voting Paper
Lot 22 by Voting Paper	Lot 96 Proxy to Mr J Reid
Lot 23 by Proxy to Mrs A Allardice	Lot 98 Proxy to Mr R Cheung
Lot 24 by Proxy to Mr B Cool / Present in Person	Lot 100 Proxy to Mrs A Allardice
Lot 26 by Voting Paper	Lot 101 Proxy to Mr A Lock
Lot 28 by Voting Paper	Lot 109 by Voting Paper / Present in Person
Lot 33 by Voting Paper	Lot 110 by Voting Paper
Lot 35 by Proxy to Mr D Housden	Lot 112 by Voting Paper
Lot 39 by Voting Paper	Lot 114 by Voting Paper
Lot 46 by Voting Paper	Lot 119 Proxy to Mrs A Allardice
Lot 47 Present in Paper	Lot 121 by Voting Paper

**CHAIRPERSON** Mr Michael Clayton chaired the meeting for its duration.

**IN ATTENDANCE** Mr Dale St George, Executive General Manager  
Ms Nicole James, Secretary / Treasurer  
Ms Mel Mangan, Administration Officer

**VOTING PAPERS,  
& PROXIES** The Chairperson declared that the valid proxies and voting papers be accepted.  
The Secretary advised that as per Schedule 2, Part 2 of the Building Units & Group Titles Act 1980, owners with outstanding Body Corporate levies due do not have the right to vote.

**APOLOGIES** Mr B & Mrs J Ridden, Mr B Mullholland

**QUORUM:**

The Secretary advised that a quorum was represented and declared the meeting open at 8:45am, in accordance with Schedule 2, Part 2 of the Building Units & Group Titles Act 1980.

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## Motions

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1	Confirmation of Previous General Meeting Minutes	ORDINARY RESOLUTION
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Proposed by: Statutory Motion

RESOLVED That the Minutes of the Annual General Meeting held on 12<sup>th</sup> January 2017 be accepted as a true and accurate record of the proceedings of the meeting.

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Yes votes: 27	No votes: 4	Abstain: 9	CARRIED
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2	<b>Approval of PBC Administrative Fund Budget and Contributions</b>	ORDINARY RESOLUTION
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Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 33(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of:

1. The Sanctuary Cove Principal Body Corporate GTP 202 Administration Fund Budget for the year ending 31 October 2018 totalling \$9,066,913 (ex gst) with the Administration Fund contributions to be determined at a rate of \$5,228.89 (ex gst) per lot entitlement due and payable by the body corporate; and

2. Authorising the Treasurer to issue the levy notice for the first levy period commencing 1 November 2017 at a rate of \$1,315.51 (ex gst) per lot entitlement due and payable by the body corporate

on notice issued by the Treasurer.

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Yes votes: 16	No votes: 18	Abstain: 6	DEFEATED
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3	<b>Approval of PBC Sinking Fund Budget and Contributions</b>	ORDINARY RESOLUTION
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Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 33(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of:

1. The Sanctuary Cove Principal Body Corporate GTP 202 Sinking Fund Budget for the year ending 31 October 2018 totalling \$3,064,199 (ex gst) with the Sinking Fund contributions to be determined at a rate of \$1,767.13 (ex gst) per lot entitlement due and payable by the body corporate; and

2. Authorising the Treasurer to issue the levy notice for the first levy period commencing 1 November 2017 at a rate of \$478.01 (ex gst) per lot entitlement due and payable by the body corporate

on notice issued by the Treasurer.

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Yes votes: 15	No votes: 21	Abstain: 4	DEFEATED
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**4 Approval of PTBC Administration Fund Budget and Contributions**

ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 77(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to instruct the PBC Members Nominee to the PTBC to vote in favour of:

1. The Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Administration Fund Budget for the year ending 31 October 2018 totalling \$1,582,049 (ex gst) with the Administration Fund contributions to be determined at a rate of \$372.25(ex gst) per lot entitlement due and payable by the body corporate; and

2. Authorising the Treasurer to issue the levy notice for the first levy period commencing 1 November 2017 at a rate of \$80.89 (ex gst) per lot entitlement due and payable by the body corporate

on notice issued by the Treasurer.

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Yes votes: 15

No votes: 23

Abstain: 2

DEFEATED

**5 Approval of PTBC Sinking Fund Budget and Contributions**

ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 77(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to instruct the PBC Members Nominee to the PTBC to vote in favour of:

1. The Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Sinking Fund Budget for the year ending 31 October 2018 totalling \$1,059,490 (ex gst) with the Sinking Fund contributions to be determined at a rate of \$249.29 (ex gst) per lot entitlement due and payable by the body corporate; and

2. Authorising the Treasurer to issue the levy notice for the first levy period commencing 1 November 2017 at a rate of \$141.33 (ex gst) per lot entitlement due and payable by the body corporate

on notice issued by the Treasurer.

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Yes votes: 15

No votes: 23

Abstain: 2

DEFEATED

**6.1 - 1. Preliminary – 1.1 Residential Zone Activity by-laws  
(a) & (b)**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity by-laws 1994 to include 1. Preliminary 1.1 (a) and (b) as follows:

- 1.1. Residential zone activities by-laws
- (a) Subject to section 96A of the Act, the PBC, pursuant to a Special Resolution, may from time to time make by-laws for the control, management, administration, use or enjoyment of the land and Lots (other than the Secondary Thoroughfare) within the Residential Areas.
  - (b) These by-laws shall apply to the control, management and administration by the PBC of the Residential Areas.

Yes votes: 12

No votes: 28

Abstain: 0

DEFEATED

**7 Residential Zone Activity By-Laws  
6.2 – 2. Definitions**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 1.2 Definitions as follows:

1.2 Definitions

'Act' means the Sanctuary Cove Resort Act 1985 (Qld) as amended from time to time.

'Associated Entity' has the same meaning as prescribed in section 50AAA of the Corporations Act 2001 (Cth), as amended from time to time.

'Body Corporate' means any residential body corporate registered under the Act and/or the Building Units and Group Titles Act 1980 (Qld).

'Commercial Vehicle' includes, without limitation, dump truck, cement mixer truck, any type of flatbed truck, coach, bus, inoperable vehicle equipment, whether mobile or otherwise.

'Committee' means the committee of a body corporate appointed under the Act and/or the Building Units and Group Titles Act 1980 (Qld).

'Common Property' means the land (other than the Secondary Thoroughfare) within the Residential Areas which is not comprised in any Lot and includes all Improvements erected or constructed on the common property.

'Company' or 'Developer' means Mulpha Sanctuary Cove (Developments) Pty Limited (ACN: 098 660 318) and any Associated Entity and either of its successors and assigns.

'Damage' means damage to vegetation in the Residential Areas and includes destruction of the vegetation or interference with its natural growth including, but not limited to, ringbarking, cutting down, topping, lopping, removing or poisoning.

'Dispute' means any dispute or difference between a Resident and the PBC arising out of, or in connection with, these by-laws (including any dispute or difference as to the validity, applicability or breach of these by-laws or a Penalty under these by-laws).

'Dispute Notice' means forms obtainable from SCCSL titled "Dispute Notice".

'Executive Committee' means the Executive Committee of the PBC as defined by Act.

"Family Accommodation" means any premises used or intended for use within the curtilage of a Principal Structure for occupation by:

- (a) a member or members of the Resident's immediate Family of; or

(b) personal staff or servant's necessary for the health and wellbeing of a member or members of a Resident's Immediate Family.;

'Gold Coast City Council Local Laws' are the principle on which these by-laws and penalties are based.

"Immediate Family" means the spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Resident or a child, parent, grandparent, grandchild or sibling of the Resident's spouse or defacto partner.

'Improvements' means any construction, Principal Structure, pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways and other improvements located within the Lot.

'Invitee' means any person in the Residential Areas with the permission or authority of a Resident, including without limitation a Resident's contractor, guest, servant, visitor and agent.

'Local Authority' means:

(a) any governmental, local council or semi-governmental, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation;

(b) any other person having a right to impose a requirement, or whose consent is required, under any legislative requirement with respect to any part of these by-laws.

'Local Law No. 6' means Gold Coast City Council Local Law No 6 (Vegetation Management), as amended from time to time.

'Lot' means a residential lot in any Residential Area including an approved pontoon.

'Lot Owner' means the person being the registered proprietor of a Lot (or entitled to immediate registration of indefeasible title to a Lot) with the Department of Natural Resources and Mines under the Land Titles Act 1994.

'Loud Noises' means any type of sound that is at or above 85 decibels at the source of the complaint as defined by Gold Coast City Council Local Laws.

'Maintenance Area' has the meaning given to it in by-law 6.2.

'Nuisance' (general and special) has the meaning given in by-law 7.4.

'PBC' or 'Principal Body Corporate' means the Sanctuary Cove Principal Body Corporate as defined under to the Act.

'Penalty' means each penalty amounts itemised in Schedule 1 to these by-laws.

'Penalty Unit' means the value of a penalty unit prescribed pursuant to the Penalties and Sentencing Act 1992 (Qld).

'Pet' (domestic or unsuitable) has the meaning given to it in by-law 7.6.

'Primary Thoroughfare' means the lot or lots that comprises or together comprises the primary thoroughfare as shown at the material time on the initial plan of survey and on the initial plan of survey of the adjacent site.

'Principal Structure' means a single building designed, constructed or adapted for activities normally associated with domestic living of a maximum of one Sole-Occupancy Dwelling and one Family Accommodation.

'Protected Vegetation' means vegetation in any of the Residential Areas:

(a) equal to or in excess of 30 centimetres in girth DBH (Diameter Breast Height) (measured at 1.3 metres above average ground level); or

(b) equal to or in excess of 4 metres in height; or

(c) subject of a vegetation protection order that is in force under Local Law No.6.

'PTBC' or 'Primary Thoroughfare Body Corporate' means the Sanctuary Cove Primary Thoroughfare Body Corporate established pursuant to the Act.

'Referee' has the same meaning as in the Act.

'Resident' means:

(a) the person being the registered proprietor of a Lot (or entitled to immediate registration of indefeasible title to a Lot) with the Department of Natural Resources and Mines under the Land Titles Act 1994; or

(b) a mortgagee in possession of any land within the Site; or

(c) a lessee or occupier of a Lot.

'Residential Body Corporate' means any residential body corporate registered under the Act and/or the Building Units and Group Titles Act 1980 (Qld) that is a member of the PBC, including, without limitation:

Body Corporate for 'Acacia' (GTP107053)	Body Corporate for 'Adelia' (GTP107360)	Body Corporate for 'Alpinia' (GTP107209)
Body Corporate for 'Araucaria' (GTP1790)	Body Corporate for 'Ardisia' (GTP107449)	Body Corporate for 'Banksia Lakes' (GTP107278)
Body Corporate for 'Bauhinia' (GTP1701)	Body Corporate for 'Caladenia' (GTP107399)	Body Corporate for 'Cassia' (GTP1702)
Body Corporate for 'Colvillia' (GTP2504)	Body Corporate for 'Corymbia' (GTP107406)	Body Corporate for 'Felicia' (GTP107128)
Body Corporate for 'Fuschia' (GTP107432)	Body Corporate for 'Harpullia' (GTP107045)	Body Corporate for 'Livingstonia' (GTP1712)
Body Corporate for 'Molinia' (GTP107442)	Body Corporate for 'Plumeria' (GTP2207)	Body Corporate for Roystonia' (GTP1769)
Body Corporate for 'Schotia Island' (GTP107106)	Body Corporate for 'Tristania' (GTP107217)	Body Corporate for Washingtonia' (GTP1703)
Body Corporate for 'Woodsia' (GTP107353)	Body Corporate for 'Zieria' (GTP107434)	

'Restricted Matter' has the same meaning as in the Act.

'RPA' means remotely piloted aircraft.

'Residential Area' means Residential Areas as defined in the Act.

'SCCSL' means Sanctuary Cove Community Services Limited (ACN: 119 669 322) and any Associated Entity or person.

'Schedule' means Schedule 1 attached to, and forming part of, these by-laws which are to be read in conjunction with these by-laws.

'Secondary Thoroughfare' has the same meaning as in the Act.

'Site' has the same meaning as in the Act.

'Special Resolution' has the same meaning as in the Act.

'Sole-Occupancy Dwelling' means a dwelling for residential occupation by one or more owners, lessee, tenant, or other occupier to the exclusion of any other owner, lessee, tenant, or other occupier.

Yes votes: 12      No votes: 28      Abstain: 0      **DEFEATED**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 3. Rules for Interpretation as follows:

3. Rules for Interpretation

In these by-laws, unless the contrary intention appears:

- (a) terms have the same meaning given to them in the Act, the by-laws and the PBC's Development Control By-Laws; and
- (b) words suggesting any gender include all genders; and
- (c) the singular number includes the plural and vice versa; and
- (d) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assignors; and
- (e) any word referring persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities incorporated or unincorporated, and vice versa; and
- (f) any obligation on the part of or for the benefit of two or more persons will be bound or benefit as the case may be, any two or more of them jointly and each of them severally; and
- (g) references to any legislation includes any legislation which amends or replaces that legislation; and
- (h) headings are included for convenience only and do not affect the interpretation of these by-laws; and
- (i) a reference to anything includes the whole or each part of it, and
- (j) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

Yes votes: 14

No votes: 26

Abstain: 0

DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 4. General as follows:

4.1 Residents Liable

- (a) Any Resident who contravenes or fails to comply with any provision of these by-laws or commits an offence against these by-laws is liable as provided for in the Act and as provided in Schedule 1 to these by-laws.
- (b) The Penalty amounts itemised in Schedule 1 are calculated by Penalty Units charged by Local Authorities for like offences.

4.2 Cost Recovery

- (a) A Resident must pay (on or before the due by date) reasonable PBC costs, charges and expenses (including legal costs on a full indemnity basis or solicitor and own client basis, whichever is the higher) incurred in:
  - (i) enforcing these by-laws against; or
  - (ii) recovering levies, fees or other costs payable by, that person through litigation or other lawful means.
- (b) Any amount payable under this by-law 4.2 may be recovered against that person as a liquidated debt in a court of competent jurisdiction.

Yes votes: 11

No votes: 29

Abstain: 0

DEFEATED

10 **Residential Zone Activity By-Laws**  
**6.5 - 5.2 Certificate of Exception**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 5.2 Certificate of Exception as follows:

5.2 Certificate of Exception

(a) The PBC may grant a certificate of exception under by-law 5.1(b) where vegetation is:

- (I) to be relocated within the Residential Areas and where they are of a size and species which would have a reasonable chance of survival; or
- (II) dying, dead, diseased, potentially dangerous or the root system of the tree or trees is endangering the foundations of buildings, sewer, water pipes or other underground services; or
- (III) so located that they may threaten the operation of services in the area and the work is being carried out by a person or persons authorised by the Local Authority or relevant service agency; or
- (IV) within the path of:
  - (i) proposed thoroughfares; or
  - (ii) proposed water supply, sewerage or electricity works; or
  - (iii) proposed drainage works; or
  - (iv) any other works of a similar nature that have been approved by the PBC for the benefit of Residents, or
- (V) within the bounds of a proposed building; or
- (VI) within 3 metres of any existing or proposed building or foundations, the plans for which building have been approved by the Local Authority; or
- (VII) within proposed development works being undertaken by the Company or PBC.

The PBC may at any time prior to granting a certificate of exception under by-law 5.2(a) request that a Resident provide proof of Local Authority approval issued pursuant to Local Law No. 6.

Yes votes: 15

No votes: 25

Abstain: 0

DEFEATED

11 **Residential Zone Activity By-Laws**  
**6.6 – 5.5 Offence**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 5.5 Offence as follows:

5.5 Offence

- (a) a person who carries out any of the activities specified in by-law 5.1 without obtaining:
  - (i) the exception certificate under by-law 5.2; and
  - (ii) where applicable, Local Authority approval,
- (b) commits an offence under these by-laws and is liable in accordance with by-laws 4.1 and 4.2.

Yes votes: 12

No votes: 28

Abstain: 0

DEFEATED



**6.7 - 6.1 Resident's Obligations**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 6.1 Resident's Obligations as follows:

**6.1 Resident's obligations**

Every Resident must:

- (a) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, replacement or renewal of the whole or part thereof); and
- (b) maintain in a clean condition any building or structure on the Resident's Lot and take all practicable steps to prevent infestation by vermin or insects; and
- (c) maintain in good condition and repair and where necessary replace or renew all yard landscaping, irrigation facilities, drainage facilities, spas, pool and fountains located on the Lot; and
- (d) make any necessary arrangements for sufficient water required for the maintenance and irrigation of all yard landscaping, and must be responsible for the payment of any charges levied in respect of excess water usage.

Yes votes: 15

No votes: 25

Abstain: 0

DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 6.2 PBC's Obligations as follows:

6.2 PBC's obligations

- (a) The PBC will maintain those parts of the Residential Areas described in this by-law ('Maintenance Area') at its own cost:
- (i) GTP1701 'Bauhinia'  
Maintenance Area: The lawns, gardens, pavers and irrigation system from the adjoining Secondary Thoroughfare to the garden walls, garage doors and entry gates of Lots 1 to 30 (inclusive).
  - (ii) GTP1702 'Cassia'  
Maintenance Area: The lawns, gardens, pavers and irrigation system from the adjoining Secondary Thoroughfare to the garden walls, garage doors and a line across the driveways between the garden walls of Lots 1 to 10 (inclusive).
  - (iii) GTP1702 'Cassia'  
Maintenance Area: The lawns, pavers and irrigation system from the adjoining Secondary Thoroughfare to the garden edge, garden walls and garage doors of Lots 76 to 95 (inclusive).
  - (i) GTP1702 'Cassia'  
Maintenance Area: The lawns, gardens, pavers and irrigation system from the adjoining Secondary Thoroughfare to the garden walls, garage doors and entry gates of Lots 124 to 141 (inclusive).
  - (i) GTP107360 'Adelia'  
Maintenance Area: Mowing to front garden edge. All lots.
  - (ii) GTP1701 'Bauhinia'  
Maintenance Area: Mowing, hedging horseshoe hedge, paving repairs from tree roots and spraying of pavers for weeds of Lots 31 to 70 (inclusive).
  - (iii) GTP1769 'Roystonia'  
Maintenance Area: Mowing, hedging and spraying of weeds to the front walls of Lots 1 to 65 (inclusive).
  - (iv) GTP2207 'Plumeria'  
Maintenance Area: Hedging Lots 1 to 6 and Lot 23.
  - (v) GTP1703 'Washingtonia'  
Maintenance Area: Hedging, spraying of weeds to front walls Lots 89 to 104, Lot 128 and Lot 129
  - (vi) GTP1702 'Cassia'  
Maintenance Area: Mowing, hedging, paving repairs from tree roots, spraying of pavers for weeds of Lots 142 to 155 (inclusive).
- (b) If the PBC maintains the Maintenance Areas, they must be maintained to the same standard as the adjoining Secondary Thoroughfare.

Yes votes: 13

No votes: 25

Abstain: 2

DEFEATED

**6.9- 7.1 Prohibition on Commercial Use (excluding SCCSL and the Developer) / 7.2 Definitions**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.1 Prohibition on commercial use (excluding SCCSL and the Developer) & 7.2 Definitions as follows:

**7.1 Prohibition on commercial use (excluding SCCSL and the Developer)**

No part of a Lot may be used in any way (directly or Indirectly) for any Business, Commercial, manufacturing, mercantile, storing or vending purposes which are not consistent with the Lot being used for the purpose of human habitation or otherwise in contravention of Local Authority laws or regulations. This by-law does not prevent the use of a Lot for professional or administrative occupations, including a home office, if:

- (a) there is no external evidence of the use; and
- (b) the use is in conformity with all relevant legislation and government requirements; and
- (c) the use is incidental to the use of the Lot for the purposes of human habitation; and
- (d) the PBC approves such use in writing for such approvals. Such approval not to be unreasonably withheld; and
- (e) any vehicles used for Commercial, Business or alike purposes are parked within the Lot boundaries as prescribed under by-law 7.5.

**7.2 Definitions**

For the purposes of by-law 7.1 the words:

- (a) 'Indirectly' includes any activity which is for the purpose of reward or promotion of any Business operated by a Resident or in which a Resident exercises control; and
- (b) 'Business' includes any activity for the purpose of generating income whether or not for profit or charitable purposes; and
- (c) 'Commercial' includes any trade or commerce activity, including without limitation, a Business, for the purpose of generating income.

Yes votes: 14

No votes: 22

Abstain: 4

DEFEATED

**15 Residential Zone Activity By-Laws 6.10- 7.3 Signs**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.3 Signs as follows:

**7.3 Signs**

- (a) No signs or billboard of any kind may be displayed to the public view on any portion of a Lot except information signs that:
  - (i) may be used by the Developer or other agents in connection with the development of the Site and sale of residential real estate; or
  - (ii) have been approved by the PBC.
- (b) The use by the Developer of signs or billboards permitted by by-law 7.3(a), may not be for a period beyond the sale by the Developer of all its Residential Lots in the Residential Areas.
- (c) A resident may display on the Resident's Lot, a sign advertising the Lot for sale or lease by the Resident if the sign complies with the reasonable standards published by the PBC as to the size, colour, shape or other qualification for permitted signs.

The Resident is responsible for ensuring that the sign advertising the Lot for sale or lease is removed by the agent and disposed of on settlement or lease of the property and further that all property details and 'for sale' are removed from any website by the agent

Yes votes: 16

No votes: 21

Abstain: 3

DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.4 Nuisance as follows:

7.4 Nuisance

- (a) No person may carry out activities that amount to a General Nuisance or a Specific Nuisance without the prior written approval of the Principal Body Corporate.
- (b) The PBC may determine if a particular activity is a General Nuisance or a Specific Nuisance.
- (c) For the purposes of this by-law 7.4(a):

'General Nuisance' means any activity which:

- (i) is or may become an unreasonable annoyance or nuisance to Residents; or
- (ii) in any way unreasonably interferes with the quiet enjoyment of Residents; or
- (iii) in any way increases the insurance premiums of any Resident, Body Corporate or the PBC.

'Specific Nuisance' includes:

- (i) conducting auction sales; and
- (ii) flying unmanned remote-controlled aircrafts, helicopters, blimps, rockets, pyrotechnics or aerial drones above any part of a Lot or Common Property (collectively 'RPA') in contravention of Part 101 of the Civil Aviation Safety Regulations 1998; and
- (iii) emitting noxious odours; and
- (iv) operating exterior speakers, horns, whistles, bells or other sound devices (other than a security or warning devices used exclusively for the purposes) at unreasonable and excessive Loud Noises; and
- (v) using unreasonably noisy or smoky vehicles, large power equipment or large power tools and marine craft; and
- (vi) using unlicensed motor vehicles, including motorised golf carts where all requirements of operating those golf carts are complied with; and
- (vii) using items which may unreasonably interfere with television or radio reception of any Lot,

but does not include, where the Developer is the registered proprietor of a Lot, the use by the Developer of a Lot as a display unit.

- (d) Residents wishing to use any RPA for the purpose of advertising a Lot for sale must apply to the PBC for approval. All such applications must be supported by:
  - (i) an executed real estate agent agency agreement for the sale of the Lot; and
- (e) a copy of the RPA operator's certificate of airworthiness permitting the operation of the RPA..

Yes votes: 20

No votes: 20

Abstain: 0

DEFEATED

MOTION WAS DEFEATED BASED ON CHAIRPERSON CASTING VOTE

**6.12 - 7.5 Vehicle Parking – Resident Parking**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.5 Vehicle Parking as follow:

### 7.5 Vehicle Parking

This By-Law is in place for the Safety and protection of Residents, and to ensure that emergency services vehicles have unimpeded access to Lots, each Resident must ensure that the parking regulations contained under this by-law 7.5 are complied with at all times.

### Resident Parking

- (a) Subject to subclause 7.5(b), no vehicle may be parked, stored or kept on a Lot other than wholly within:
- (i) the driveway of a Lot; or
  - (ii) a Lot's garage; or
  - (iii) a Lot's designated carpark; or
  - (iv) a Lot's exclusive use carpark.
- (b) During daylight hours Resident's and trade and or contractor vehicles may be parked on that portion of a driveway outside the Lot's boundary provided that the vehicle(s) does not block or impede the Secondary Thoroughfare.
- For the avoidance of doubt the term 'vehicle' (for the purpose of this subclause) shall include sedans, utilities, vans and work trailers used by a Resident for commercial purposes.
- (c) A recreational vehicle (which includes, but is not limited to a camper unit, golf buggy, house car, motor home, boat or boat trailer) may be parked, stored or kept elsewhere on a Lot if the recreational vehicle is screened so it is not visible from any other Lot or the Primary or Secondary Thoroughfares.
- (d) Commercial Vehicles must not be parked, stored or kept except for the purpose of commercial deliveries.
- (e) A resident must not conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of any Lot (or on any common Property) except within the Resident's garage and is not to be an unreasonable nuisance.
- (f) Except where the PBC has given its prior approval in writing, garages may only be used for garage and general storage purposes and must not be converted to other uses.
- (g) Each Resident to the extent necessary, must ensure the Resident's garage can accommodate the number of car parking spaces designated for the Resident's Lot under the Development Control by-laws.
- (h) Recreational vehicles referred to in by-law 7.5(c) and vehicles for sale and items associated with them must only be parked, stored or kept in such areas as designated by the PBC on approval of an application by the owners of those vehicles or items.
- (i) The restrictions in this by-law 7.5 must not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable by-laws.

Yes votes: 18

No votes: 22

Abstain: 0

DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.5 Vehicle Parking, Visitors Parking, as follows:

Visitors' Parking

- (j) Residents must not park in visitor parking spaces allocated as such within the Resident's respective body corporate.
- (k) Parking of Visitor vehicles (which includes but is not limited to) guest, delivery and trade vehicles is permitted on crossovers. Visitor's vehicles remaining within the Residential Areas are permitted to be parked on crossovers or wholly within the boundary of the Lot.
- (l) It is not necessary for contractors to obtain permission from the PBC to use visitor parking spaces.
- (m) Where there would likely be a high concentration of trade vehicles for construction or renovation purposes, the owner of the responsible Lot must direct their builder to provide a traffic management plan to the PBC at least 14 business days prior to commencement of works.  
A traffic management plan is required so that parking arrangements may be organised in order to minimise disturbance to other Residents and to protect the safety of all road users. The traffic management plan must include:
  - (i) a description of the proposed works and lane/road closures; and
  - (ii) identification and assessment of the impact to traffic of proposed works; and
  - (iii) traffic management measures to ameliorate the impact of proposed works; and
  - (iv) details of provisions made for emergency vehicles, heavy vehicles, cyclists and pedestrians.
- (n) Residents and Visitors are not permitted to park in designated Disabled parking spaces, unless a Disabled Parking Permit is displayed.

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Yes votes: 16      No votes: 24      Abstain: 0      DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.5 Vehicle Parking, Penalties, as follows:

Penalties

- (a) Residents and Invitees found to be breaching the Visitors' parking by-laws will receive two (2) infringement notices after which penalties will apply per Schedule 1.
- (b) Penalties for parking infringements will be fixed by the PBC in accordance with applicable Queensland legislation (the amount being no less than 0.5 Penalty Units).

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Yes votes: 13      No votes: 27      Abstain: 0      DEFEATED

**6.15 - 7.6 Animals**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.6 Animals as follows:

7.6 Animals – Gold Coast City Council Local Laws apply

- (a) In this by-law, the following defined terms apply:
- (i) Domestic Pet means, however is not limited to, a dog or cat that is not restricted by law from being kept in a residential area and is not otherwise an Unsuitable Pet; and
  - (ii) Unsuitable Pet means an animal that a reasonable person would not keep as a pet in a residence such as vermin, wildlife, pests, insects, reptiles, feral animals, wild animals, livestock, poultry, endangered species, or a species that cannot lawfully be kept in a residence or a residential area.
- (b) An Unsuitable Pet must not be kept on a Lot or brought into the Residential Areas and the Resident must not invite or encourage an Invitee with an Unsuitable Pet to bring the Unsuitable Pet into the Residential Areas.
- (c) Residents must adhere to Gold Coast City Council Local Law No. 12 (Animal Management) 2013 and ensure that their Domestic Pet:
- (i) is registered with the Gold Coast City Council or other local government authority; and
  - (ii) wears an identification tag and/or microchip recording the address and/or telephone number of the owner of the animal.
- (d) No commercial breeding of animals is permitted in Residential Areas at any time and the number of Domestic Pets must not exceed the number reasonably determined from time to time by the Local Authority.
- (e) Domestic Pets permitted to be kept on a Lot must be:
- (i) effectively controlled and restrained when outside a Lot (on leash); and
  - (ii) controlled so as to not cause a nuisance that unreasonably interferes with a Resident's use or enjoyment of their Lot or Common Property; and
  - (iii) registered with Gold Coast City Council as required and Queensland state laws regarding animals must be obeyed.
- (f) Droppings and waste material deposited by an animal on Common Property, footpaths, parks or on a Lot other than the animal's owner's Lot, must be immediately removed and deposited within appropriate wrapping in a garbage receptacle by the person in control of the animal.
- (g) A Resident is responsible for and assumes all liability for the actions of its animals and the animals of its Invitees.
- (h) Notwithstanding any by-law to the contrary, a person mentioned in Section 181 of the Guide, Hearing and Assistance Dogs Act 2009 who has the right to be on a Lot or on the Common Property, has the right to be accompanied by a guide dog without the consent of the Body Corporate or the PBC.
- (i) This by-law 7.6 does not apply to animals used by a security contractor engaged by the PBC or a Body Corporate.

Yes votes: 18

No votes: 22

Abstain: 0

DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.7 Responsibility for Invitees as follows:

**7.7 Responsibility for Invitees**

- (a) Residents must:
- (i) take reasonable steps to ensure that their Invitees comply with the provisions of these by-laws, and if the Resident cannot for any reason do this, the Resident must ensure that the Invitee immediately leaves the Residential Zone; and
  - (ii) take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of Residents, or of any person lawfully using the Common Property; and
  - (iii) if the Lot is subject to a lease or right of occupancy, take all reasonable steps, including any action available to the Resident under the lease or right of occupancy, to ensure that the lessee or their Invitees comply with the provisions of these by-laws.
- (b) A Resident is liable to compensate the relevant Body Corporate or any other person for any damage caused by the Resident, their tenants, Invitees and the tenant's invitees to any Common Property area.
- 

Yes votes: 21

No votes: 19

Abstain: 0

CARRIED



**6.17 - 7.9 Unsightly Items**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.9 Unsightly Items as follows:

**7.9 Unsightly items**

- (a) Residents must ensure that:
- (i) no rubbish (including, without limitation, trees, grass, shrubs, palm fronds, clippings or garden waste, metals or bulk material) or other waste material accumulates, is kept or is stored, in the Residential Areas except in an enclosed structure screened from view.
  - (ii) rubbish is kept in containers:
    - (a) located in appropriate areas screened from view of adjoining lots, Primary or Secondary Thoroughfares; and
    - (b) maintained so that odours do not emanate from the containers, which render the Residential Area or any part of them unsanitary, unsightly, offensive or detrimental to any other Lots in the vicinity or to Residents.
  - (iii) skip bins are located wholly within their Lot, unless otherwise authorised by the PBC, and that reasonable measures are taken (including covering skip bins with netting overnight) to avoid rubbish being blown around the Residential area.
  - (iv) If rubbish is placed on a lot or on the Primary or Secondary Thoroughfare in breach of by-law 7.9(a), the PBC will apply the following procedure:

**First Contravention**

- A. the Resident responsible will be issued with a by-law non-compliance notice; and
- B. the Resident must remove the offending items within 7 days from receipt of the non-compliance notice; and
- C. photos and details of the said breach will be noted on PBC's records.

**Second and Subsequent Contraventions**

- D. the Resident responsible will be issued with a by-law non-compliance notice; and
- E. the Resident must remove the offending items within 7 days from receipt of the non-compliance notice; and
- F. if not removed within the prescribed time, a PBC agent or contractor will attend to the removal; and
- G. an amount fixed by the PBC from time to time (of no less than \$75.00) will be charged to the Resident responsible per each incident.
  - (i) Rubbish or garbage containers may not be placed on Common Property;
  - (ii) Residents must ensure that basketball and netball hoops are not placed on any Common Property;
  - (iii) Exterior fires are prohibited in Residential Areas, except for barbeque fires / fire pits contained within receptacles in enclosed yards, which are designed in such a manner that they do not create a fire hazard;
  - (iv) Clothing or household fabrics must not be hung, dried or aired in such a way as to be visible from the Secondary or Primary Thoroughfares;
  - (v) Any screen required by this by-law 7.9 must comply with standards made under these by-laws or the PBC' s Development Control by-laws as to size, colour or other qualification for permitted fences or screens;
  - (vi) Plants and seeds infected with noxious insects or plant diseases must not be brought upon, grown or maintained on the Residential Areas

Yes votes: 18

No votes: 22

Abstain: 0

DEFEATED

23 **Residential Zone Activity By-Laws**  
**6.18 - 7.10 Antennae**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.10 Antennae as follows:

7.10 Antennae

Television, radio, satellite dishes and other electronic antennas and devices of any type may not be erected, constructed, placed or permitted to remain on any Lot unless:

- (a) they are contained within a Principal Structure; and
- (b) are screened from view from the Secondary Thoroughfare; and

they have been approved in writing by the PBC.

Yes votes: 20      No votes: 20      Abstain: 0      DEFEATED  
MOTION WAS DEFEATED BASED ON CHAIRPERSON CASTING VOTE

24 **Residential Zone Activity By-Laws**  
**6.19 - 7.11 Security Systems**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.11 Security Systems as follows:

7.11 Security Systems

Exterior security systems of any sort must not be erected, placed or permitted to remain on any Lot or Common Property, unless they have been approved in writing by the PBC.

Yes votes: 8      No votes: 30      Abstain: 2      DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.14 Long Term Leasing as follows:

### **7.14 Long Term Leasing**

These by-laws apply to Residents leasing their Lot for a minimum duration of at least 3 months.

- (a) The Resident must either;
  - (i) appoint a registered letting agent with experience in rentals for the duration of each and all long-term leases; or
  - (ii) manage the leasing of their Lot themselves.
- (b) The Resident must provide the letting agent with a copy of these by-laws and or ensure a copy is placed within the Lot.
- (c) The lease must:
  - (i) be in writing; and
  - (ii) provide that a failure by the lessee to comply with these by-laws is a default under the lease.
- (d) The Resident must ensure that:
  - (i) a property manager is duly appointed in writing for the duration of the term the Lot is leased; and
  - (ii) prior to commencement of the lease, the appointed property manager provides the lessee with:
    - A. a copy of these by-laws; and
    - B. an information pack for the Lot's applicable Residential Area and Body Corporate (packs to be obtained from SCCSL); and
    - C. Lot keys, fobs and security cards.

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Yes votes: 18

No votes: 22

Abstain: 0

DEFEATED

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.15 Short Term Leasing / Holiday Rentals (incorporating GCCC Local Laws – Party Houses – local Law No. 19) as follows:

**7.15 Short Term/Holiday Rentals (Incorporating GCCC Local Laws – Party Houses - Local Law No. 19)**

These by-laws apply to Residents leasing their Lot for a period of 3 months or less.

- (a) The Resident must either;
- (i) appoint a registered letting agent with experience in holiday rentals for the duration of each and all short-term leases; or
  - (ii) manage the leasing of their Lot themselves.
- (b) The Resident must provide the letting agent with a copy of these by-laws and or ensure a copy is placed within the Lot.
- (c) The Resident must ensure that:
- i. contact details and photo identification of the holiday letting agent is recorded with the PBC; and
  - ii. the holiday letting agent or Lot Owner charges a bond; and
  - iii. the holiday letting agent or Lot Owner provides the short-term renters (s) with a 24-hour contact telephone number; and
  - iv. the holiday letting agent or Lot Owner signs and agrees to abide by the Body Corporate Short Term Rental Policy (a copy of the acknowledgement and policy to be obtained from SCCSL); and
  - v. the number of guests staying overnight on their Lot does not exceed the number of beds in the Lot; and
  - vi. the holiday letting agent or Lot Owner advises the short-term renter(s) that noise curfews between the hours of 10pm to 7am apply and will be enforced; and
  - vii. the holiday letting agent or Lot Owner advises the short-term renter(s) that PBC security will refuse to provide Lot keys and entry to short term rentals if the Resident or their holiday letting agent fail to comply with these by-laws; and
  - viii. the holiday letting agent or Lot Owner provides the short-term renter(s) with a copy of these by-laws and the Body Corporate Short Term Rental Policy; and
  - ix. the holiday letting agent or Lot Owner procures a signed acknowledgement from the short-term renter(s) that the short-term renter(s) agree to abide by these by-laws.

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Yes votes: 19

No votes: 21

Abstain: 0

DEFEATED

27 **Residential Zone Activity By-Laws**  
**6.22 – 7.18 PBC Contractors**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 7.18 PBC Contractors as follows:

7.18 PBC Contractors

Residents and their Invitees must not:

- (a) instruct any contractor or agent employed by the PBC unless so authorised, and all requests for consideration of any particular matter to be referred to the Residential Body Corporate for issue to the PBC; or

directly or indirectly interfere with the work a PBC contractor is or will be required to perform on Common Property.

Yes votes: 17

No votes: 23

Abstain: 0

DEFEATED

28 **Residential Zone Activity By-Laws**  
**6.23 – 10.2 Charges for water supplied by PBC**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 10.2 Charges for water supplied by PBC as follows:

10.2 Charges for water supplied by PBC

That by-law 9.2 (a) (i) be amended by:

- (a) removing the term "for the period 1 July 1997 to 30 June 1998"; and replacing these said words with the words "in accordance with charges levied by the Gold Coast City Council for each quarter of the year commencing on 1 July"

Yes votes: 21

No votes: 19

Abstain: 0

CARRIED

## 6.24 – 11 Courteous Communication and Conduct

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 11. Courteous Communication and Conduct as follows:

11.1 Communication and dealings with the Committee of the Residential Body Corporates, the PBC and the PTBC.

- (a) Residents and Invitees must ensure that all communication (whether written and verbal) with any Committee member of the Residential Body Corporate, the PBC and the PTBC is at all times courteous.
- (b) Residents and Invitees must not use threatening, intimidating, derogatory, obscene or defamatory language in their communication or dealings with any Committee member.
- (c) Residents and Invitees must not display indecent, threatening or violent behaviour towards any Committee member.

11.2 Communication and dealings with Residents, Invitees and SCCSL

- (a) Residents and Invitees must behave courteously towards all other Residents, Invitees and all SCCSL employees and board members.
- (b) Residents must not use threatening, intimidating, derogatory, abusive or defamatory language or display violent or threatening behaviour towards:
  - (i) other Residents (including Residents living in the same Lot); or
  - (ii) any Invitee; or
  - (iii) SCCSL employees and board members.
- (c) Residents must take all reasonable steps to ensure that their contractors, employees, agents, children and all other Invitees behave courteously and not use threatening, intimidating, derogatory or defamatory language or display violent or threatening behaviour towards:
  - (i) other Residents (including Residents living in the same Lot); or
  - (ii) their Invitees; or
  - (iii) SCCSL employees and board members

Yes votes: 19

No votes: 21

Abstain: 0

DEFEATED

30 **Residential Zone Activity By-Laws**  
**6.25 – 12 Conflicting By-laws**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 12. Conflicting By-Laws as follows:

12 CONFLICTING BY-LAWS

12.1 In the interest of certainty and consistency each Residential Body Corporate has resolved that the terms of these PBC by-laws shall prevail to the extent of any inconsistency with a Residential Body Corporate by-law.

12.2 On receipt of a request from the PBC Committee, to the extent permitted by law, a Residential Body Corporate will take all steps necessary to amend its by-laws to remove any inconsistency with these PBC by-laws.

Yes votes: 16

No votes: 23

Abstain: 1

DEFEATED

31 **Residential Zone Activity By-Laws  
6.26 – 13 Use of Penalties Collected**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 13. Use Of Penalties Collected as follows:

13 USE OF PENALTIES COLLECTED

All monies collected from Penalties imposed by the PBC under these by-laws (less the administrative cost for collection) will be placed in the PBC Administration Fund and at the end of each financial year these monies will be allocated towards a reduction in levy amounts payable by Lot Owners.

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Yes votes: 13      No votes: 27      Abstain: 0      DEFEATED

32 **Residential Zone Activity By-Laws 6.27 – 14 Dispute  
Resolution**

SPECIAL RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include 14. Dispute Resolution as follows:

DISPUTE RESOLUTION

- 14.1 In the event of a Dispute under these by-laws (providing there is a reasonable basis for the Dispute) the Resident must abide by the following dispute resolution procedure:
- (a) the Resident must within 14 days of receipt of a by-law breach notice or Penalty provide the PBC with a Dispute Notice; and
  - (b) the Dispute Notice must clearly outline the Resident's reasons for the Dispute.
- 14.2 Within 21 days of receipt of the Dispute Notice, the PBC must advise the Resident of the procedure it will adopt to resolve the Dispute.
- 14.3 In the event that the dispute is unable to be resolved within 30 days of receipt of the dispute notice then the Lot owner may refer the Dispute to the Referee for resolution.

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Yes votes: 16      No votes: 24      Abstain: 0      DEFEATED

33 **Residential Zone Activity By-Laws**

SPECIAL RESOLUTION

**6.28 – Schedule 1 – Schedule of Fines for Sanctuary Cove RZABL's**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of amending the Residential Zone Activity By-laws 1994 to include Schedule 1 – Schedule of Fines for Sanctuary Cove RZABL's as follows:

## SCHEDULE 1

## SCHEDULE OF FINES FOR SANCTUARY COVE RZABL'S

By-Law Offence	Local Authority Penalty	Local Authority Penalty	Unit PBC
5.1 Damage to Protected Vegetation	\$121.90 per Penalty Unit	Maximum penalty-850 Penalty Units	0.5 Penalty Units to a maximum of 100 Penalty Units
7.5 (a) Parking not within Lot	\$121.90 per Penalty Unit	0.6 Penalty Units \$72.60	0.5 Penalty Units
7.5 (c) Parking Recreational Vehicle	\$121.90 per Penalty Unit	0.6 Penalty Units \$72.60	0.5 Penalty Units
7.5 (d) Parking Commercial Vehicles	\$121.90 per Penalty Unit	0.6 Penalty Units \$72.60	0.5 Penalty Units
7.6 (e) (i) Dogs Off-Lead	\$121.90 per Penalty Unit	1.0 Penalty Units \$121.00	0.5 Penalty Units
7.6 (e) (ii, iii) Animal Unreasonable Noise			0.5 Penalty Units
7.6 (j) Animals Unreasonable Noise – non-compliance Notice to Remedy	\$121.90 per Penalty Unit	5.0 Penalty Units \$605	2.5 Penalty Units
7.4 (a) General or Specific Nuisance	Not applicable	Not applicable	0.5 Penalty Units

Yes votes: 10 No votes: 29 Abstain: 1 DEFEATED

34 **Residential Zone Activity By-Laws**

SPECIAL RESOLUTION

**6.29 - By-law Amendments**

Proposed by: Owner Lot 2

RESOLVED That in accordance with Section 96(A) of the Sanctuary Cove Resort Act 1985, the body corporate instructs its Members Nominee to the PBC to vote in favour of changing the current Residential Zone Activity By-law numbering and any reference made within the by-laws to incorporate amendments as agreed by the General Meeting.

Yes votes: 15 No votes: 24 Abstain: 1 DEFEATED

35 **Approval of PBC Electrical Contract**

ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to vote in favour of the PBC Electrical contract being awarded to M2 Electrical Pty Ltd at a cost of \$137,280 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

Yes votes: 35 No votes: 4 Abstain: 1 CARRIED



36 **Approval of PTBC Electrical Contract** ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to instruct the PBC members nominee to the PTBC to vote in favour of the PTBC Electrical contract being awarded to M2 Electrical Pty Ltd at a cost of \$20,200 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

Yes votes: 35 No votes: 4 Abstain: 1 CARRIED

37 **Approval of PBC Hydraulics Contract** ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to vote in favour of the PBC Hydraulics contract being awarded to Capital Plumbing Pty Ltd at a cost of \$182,376 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

Yes votes: 34 No votes: 5 Abstain: 1 CARRIED

38 **Approval of PTBC Hydraulics Contract** ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to instruct the PBC members nominee to the PTBC to vote in favour of the PTBC Hydraulics contract being awarded to Capital Plumbing Pty Ltd at a cost of \$13,904 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

Yes votes: 34 No votes: 5 Abstain: 1 CARRIED

39 **Approval of PBC Irrigation Contract** ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to vote in favour of the PBC Irrigation contract being awarded to Project Irrigation Pty Ltd at a cost of \$159,368 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

Yes votes: 34 No votes: 5 Abstain: 1 CARRIED

**40 Approval of PTBC Irrigation Contract**

ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to instruct the PBC members nominee to the PTBC to vote in favour of the PTBC Irrigation contract being awarded to Project Irrigation Pty Ltd at a cost of \$68,915 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

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Yes votes: 34      No votes: 5      Abstain: 1      CARRIED

**41 Approval of PBC Road Sweeping Contract**

ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to vote in favour of the PBC Road Sweeping contract being awarded to Hassle Free Pty Ltd at a cost of \$58,591 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

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Yes votes: 35      No votes: 4      Abstain: 1      CARRIED

**42 Approval of PTBC Road Sweeping Contract**

ORDINARY RESOLUTION

Proposed by: Owner Lot 2

RESOLVED That the body corporate instructs its Members Nominee to the PBC to instruct the PBC members nominee to the PTBC to vote in favour of the PTBC Road Sweeping contract being awarded to Hassle Free Pty Ltd at a cost of \$10,049 inc GST, per annum, for the period commencing 1 November 2017 through to 31 October 2020.

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Yes votes: 33      No votes: 5      Abstain: 2      CARRIED

Proposed by: Owner Lot 2

The Security Services agreement for the provision of security services between the PBC, PTBC, Hotel, Golf Club, Country Club, Harbour One, Village and Administration zone at Sickie Avenue is due for renewal on the 31 October, 2017.

This agreement stipulates the minimum services levels that Sanctuary Cove Security Services Limited must supply to all the stakeholders and residents within the Estate.

The agreement and the Security Service levels have remained unchanged, however, the services being performed are clear in definitions and performance criteria.

The agreement is for a further three years. Any alteration to these Service Levels is a restricted matter, and would need to be voted on by all Lot Owners.

RESOLVED That the body corporate instructs its Members Nominee to the PBC to vote in favour of the Sanctuary Cove Security Services User Agreement as tabled.

Yes votes: 8      No votes: 31      Abstain: 1      DEFEATED

Proposed by: Owner Lot 2

RESOLVED That the body corporate for Plumeria agrees to enter into a Services Agreement with Sanctuary Cove Principal Body Corporate and that the Chairperson and any other Committee Member are authorised to sign and affix the body corporate common seal to the agreement.

Yes votes: 21      No votes: 17      Abstain: 2      CARRIED

Meeting Note:

The meeting noted that the Voting Paper submitted to residents showed Motions 2-44 being proposed by either the Principal Body Corporate or the Primary Thoroughfare Body Corporate, which is in contradiction to the BUGT Act 1980.

Motions 2 – 44 were proposed by the Owner of Lot 2 from the floor of the meeting with agreement from those present at the meeting.

CHAIRPERSON .....