

1. CONTRIBUTION LOT ENTITLEMENTS

- 1.1. The Contribution Lot Entitlements have been determined applying the relativity principle.
- 1.2. The Contribution Lot Entitlements are not equal as it is just and equitable for them not to be equal.
- 1.3. Each Lot started with an equal base of Contribution Lot Entitlements which recognises that each Lot benefits equally in respect of certain items such as secretarial fees, audit fees, printing, postage, outlay etc. Further, it recognises that there are parts of the Common Property which are equally used by all Lots.
- 1.4. The Contribution Lot Entitlements were decided with reference to:
- (a) How the Scheme is structured;
 - (b) The nature, features and characteristics of the Lots, including the Lot size, number of bedrooms and exclusive use areas;
 - (c) The purposes for which the Lots are used;
 - (d) The impact the Lots may have on the costs of maintaining the Common Property, including lift operation and servicing costs; and
 - (e) The market values of the Lots.

2. INTEREST LOT ENTITLEMENTS

- 2.1 In accordance with Section 66(1)(dc) of the Body Corporate and Community Management Act 1997, the Interest Schedule Lot Entitlements have been decided using the Market Value principle and they reflect the respective market value of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable. There is to be no further development of the Scheme Land.

SCHEDULE C BY-LAWS

1. Definitions

- 1.1 In these By-laws the following terms have the following mean unless the context otherwise requires:

Act means the *Body Corporate and Community Management Act 1997 (Qld)* as amended from time to time.

Body Corporate means the Body Corporate for the Scheme established pursuant to the Act.

Building means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.

By-laws means the By-laws for the Scheme.

Committee means the Committee of the Body Corporate appointed pursuant to the Act.

Committee's Representative means a member of the Committee appointed from time to time for the purpose of representing the Committee.

Common Property means the Common Property for the Scheme.

Lot means a Lot in the Scheme.

Original Owner means the meaning given to it in the Act.

Owner and **Occupier** have the meaning given to them in the Act.

Plan means the registered Survey Plan for the Scheme Land.

Recreation Facilities means any areas on Common Property including but not limited to:-

- (i) swimming pool on surrounding area;
- (ii) BBQ/outdoor recreation area.

Scheme means the community titles scheme for Spice Broadbeach Community Titles Scheme.

Scheme Land means the land contained within the Scheme.

Secretary means the secretary of the Body Corporate.

2. **Noise**

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

3. **Vehicles**

An owner or occupier of a lot shall not park or stand or permit an invitee to park or stand any motor or other vehicle upon common property other than specified visitor car parks except with the consent in writing of the Body Corporate.

4. **Obstruction**

An owner or occupier of a lot shall not obstruct lawful use of common property by any person.

5. **Damage to Lawns etc on Common Property**

An owner or occupier shall not:-

- 5.1 Damage any lawn, garden tree, shrub, plant or flower being part of or situated upon common property.
- 5.2 Except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of common property.

6. **Damage to Common Property**

An owner 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 an owner, occupier or person authorised by him from installing:-

- 6.1 Any locking or other safety device for protection of his lot from intruders
- 6.2 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 workman-like manner, is maintained in a state of good and serviceable repair by the owner or occupier and does not detract from the amenity of the building.

7. **Behaviour of Invitees**

An owner 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 of another lot or of any person lawfully using common property.

8. **Depositing Rubbish on Common Property**

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

9. Appearance of Building

An owner or occupier of a lot must not except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or any other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.

10. Storage of Flammable Liquids

An owner 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 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 chemicals, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11. Garbage Disposal

An owner or occupier of a lot shall:-

- 11.1 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, in clean and dry condition and adequately covered, a receptacle for garbage;
- 11.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage; and
- 11.3 ensure that the health, hygiene and comfort of the proprietor or occupier of any lot is not adversely affected by his disposal of garbage.

12. Keeping of Animals

12.1 Subject to Section 181 of the Act, an Occupier of a Lot must not, except with the consent in writing of the Body Corporate Committee :-

- (1) bring or keep an animal or bird on the Lot or the Common Property, or
- (2) permit an Invitee to bring or keep an animal or bird on the Lot or the Common Property,

12.2 Any consent of the Body Corporate Committee given to an Occupier of a Lot may be:-

- (1) given on conditions, and
- (2) withdrawn at any time,

12.3 It is a condition of such authorisation under By-law 12.2 to keep an Animal upon a Lot that-

- (1) the Animal may only be kept upon the Lot,
- (2) the Animal is not permitted on the Common Property except for the purposes of entering and leaving the Lot in which case the Animal must be carried or conveyed if necessary in a closed container.
- (3) the Animal is not permitted on the Common Property the subject to exclusive use granted to a Lot.
- (4) in the case of a dog or cat-
 - (i) it must have a collar and tag which tag must identify the Occupier's name, address and telephone number; and
 - (ii) it must be de-sexed unless otherwise approved in writing by the Body Corporate Committee .
- (5) the Animal must not interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using Common Property.

- (6) the Animal shall be given all necessary vaccinations and required annual booster shots and evidence of compliance must be produce to the Body Corporate Committee within seven days of demand.
- (7) the Animal shall be kept in strict compliance with all governmental regulations in respect of the care, keeping and control of such animal.
- (8) that the Occupier of the Lot must fumigate the Lot once a year to control such insect or vermin unless otherwise approved in writing by the Body Corporate Committee.
- (9) in the event of a breach of the conditions contained in this By-law 17.3 the Body Corporate Committee may, depending on the nature of the breach, issue a notice requiring action be taken to remedy the breach and if such breach is not remedied within seven (7) days of the giving of the notice require the Animal be removed from the Lot.

12.4 This By-law does not apply to Guide Dogs in accordance with Section 181(1), (2) and (3) of the Act.

13. Use of Lots

An owner or occupier of a lot may only use a lot for purposes permitted by law and in accordance with local authority requirements.

14. Costs

14.1 An owner or occupier including mortgagee in possession shall pay on demand interest on arrears of levies and the whole of the Body Corporate costs and expenses of recovering monies owing to the Body Corporate and all proceeding, including Solicitor and own client costs as a liquidated debt.

14.2 If the owner fails to pay in accordance with Clause 13.1 the Body Corporate may treat costs and expenses as a liquidated debt charging interest at 18% per annum and take recovery action and enter against the levy account and upon a subsequent sale or disposal the amount shall be paid to the Body Corporate or the purchaser shall be liable for payment.

15. Security

15.1 The Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these by-laws and without limiting the generality of the foregoing may:

- (a) close off any part of the common property not required for ingress or egress to a lot or car parking space on a temporary basis or otherwise restrict the access to or use by owners or occupiers of any part of the common property;
- (b) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the land and the lots;
- (c) obtain, and install and maintain locks, alarms, communication systems and other security devices.

15.2 If the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it shall make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate.

15.3 An owner of a lot whom any key or any operating system is given pursuant to these by-laws must exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to be an occupier.

- 15.4 An owner of a lot possessing any key or operating system referred to in these by-laws must not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated other than for another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- 15.5 An owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws must immediately notify the Body Corporate if the same is lost or misplaced.
- 15.6 Any consent or approval given by the Body Corporate pursuant to these by-laws shall, if practicable, be revocable upon notice to the owner or occupier for the time being having the benefit or such consent or approval.
- 15.7 All doors and windows to Lots shall be securely fastened on all occasions when Lots are left unattended and the Committee reserves the right to enter and secure same if left unsecurely locked or fastened.

16. **Rules for Common Property**

- 16.1 The Committee may make rules ("Rules") relating to the Common Property and in particular in relation to the use of any improvements on the Common Property, including any of the Recreation Facilities, not inconsistent with these By-Laws.
- 16.2 The Rules must be observed by the owners or occupiers of Lots and by their invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

17. **Hours of Operation of Recreation Facilities**

The Recreation Facilities may not be used between the hours of 10.00pm and 7.00am on any day unless written consent from the Committee is first had and obtained.

18. **Use of Recreation Facilities**

All owners or occupiers of Lots when making use of any of the Recreation Facilities must ensure that:

- (a) any invitee of the owner or occupier does not use any of the Recreation Facilities unless an owner or occupier accompanies the invitee or invitees;
- (b) children below the age of thirteen (13) years are not in or around any of the Recreation Facilities unless accompanied by an adult owner or occupier exercising effective control over them;
- (c) alcoholic beverages are not taken to or consumed in or around the pool, spa, gym or steam room;
- (d) glass containers or receptacles of any type are not taken to or allowed to remain in or around any of the Recreation Facilities;
- (e) the owner or occupier and any invitee exercises caution at all times and does not run or splash or behave in any manner that is likely to cause injury to any person or interfere with the use and enjoyment of any of the Recreation Facilities by other persons;
- (f) the owner or occupier and any invitee is suitably attired at all times; and
- (g) the owner or occupier and any invitee obey any lawful direction given to them by the Body Corporate.

19. **Alteration of Lot**

- 19.1 An Occupier must not make a change to the external appearance of a Lot or make any structural alterations to a Lot, except with the consent in writing of the Body Corporate Committee.

20. **Floor Coverings**

- 20.1 An Owner shall not install or cause to be installed or place in or upon any part of a Lot, hard flooring

such as timber, tiles, marble or similar material ("Works") unless the occupier has first obtained the written approval of the Body Corporate Committee. The Body Corporate Committee may impose conditions upon the granting of its consent.

- 20.2 An Occupier must comply with any conditions imposed by the Body Corporate Committee when granting its consent, including any conditions which were imposed by the Body Corporate Committee to prevent any noise (arising in any way out of the installation or use of the Works) from being transmitted from the Lot to another lot.
- 20.3 The granting of any approval by the Body Corporate Committee does not in anyway relieve an Occupier from their responsibility under By-Law 2.
- 20.4 If any noise arises in anyway out of the installation or use of the Works which is transmitted from the Lot to another lot, the Body Corporate Committee may give written notice to the Occupier and require the Occupier at their own expense to remove the Works from the Lot or otherwise to comply with any reasonable direction given by the Body Corporate Committee to mitigate any such noise.

21. Window Coverings

- 21.1 An Owner must not have Window Coverings visible from outside the Lot unless those Window Coverings have a white backing, or unless the Window Covering is of a design and colour approved in writing by the Body Corporate Committee.
- 21.2 An Owner must not in any way tint or colour a window visible from outside the Lot.
- 21.3 Windows shall be kept clean and if broken or cracked, shall be promptly replaced with new glass of the same kind colour and weight.

22. PABX

- 22.1 Should the Caretaker provide a PABX system for lots in the Scheme Land then insofar as may be reasonably necessary to facilitate operation of the system the Caretaker shall be entitled to run cabling and wiring and locate apparatus associated with the system across Common Property provided this is attended to and maintained in a manner satisfactory to the Body Corporate Committee.

23. IT and Cable Television

Where the Body Corporate has an agreement with a cable television carrier, Internet provider or other information technology provider for the installation of components and equipment required for the provision of such services to the Community Titles Scheme and each Lot, the Body Corporate must:

- (a) allow a person to install all necessary components and equipment to enable owners to connect to such facilities;
- (b) provide a supply of electricity at the cost of the Body Corporate for any component to such facilities that is installed on the Common Property.

24. Flood Management Plan

- 24.1 The Body Corporate must comply with Flood Management Plan approved by the Council of the City of Gold Coast in accordance with MCU 201401396.
- 24.2 The Body Corporate must provide a lot owner or occupier with a copy of the Flood Management Plan so that they are informed about:
- (i) the requirement for the approved Flood Management Plan to be complied with at all times;
 - (ii) the flood hazard on the scheme land;
 - (iii) procedures during major flood events.