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**SCHEDULE C BY-LAWS**

**1. Vehicles.**

- 1.1 Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner 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 Committee.
- 1.2 When driving over Common Property occupiers or invitees must ensure their vehicle does not exceed a speed of 8 kilometres per hour or such other speed limit as determined by the Committee from time to time.

**2. Private Roads and Other Common Property.**

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

**3. Visitors' Car Park.**

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate (which rules shall provide that areas of casual parking shall not be used for more than 3 hours or such other time as prescribed by the Committee).

**4. Obstruction.**

An owner 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 of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

**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 or any Body Corporate Assets

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except with the consent in writing of the Committee but this By-Law does not prevent an owner or person authorised by him from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

**7. Use of Recreation Facilities.**

In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:

- 7.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 7.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 7.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- 7.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 7.5 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Committee of the Body Corporate;
- 7.6 that the owner or occupier and their invitees and guests are suitably attired at all times.
- 7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker.

**8. Rules re Recreation Facilities.**

The Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

**9. Maintenance of Recreation Facilities.**

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

**10. Instructions to Contractors etc.**

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorised by the Body Corporate, the Committee or the caretaker.

**11. Depositing Rubbish etc on Common Property.**

An owner 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 owner or occupier of another lot or of any person lawfully using the Common Property.

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**12. Garbage Disposal.**

An owner or occupier of a lot shall:

- 12.1 save where the Committee 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 Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 12.2 comply with all local authority bylaws and ordinances relating to the disposal of garbage;
- 12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 12.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

**13. Appearance of Buildings and Signs.**

- 13.1 Subject to By Law 46 an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or Common Property in such a way as to be visible from inside or outside of the Scheme Land. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

**14. Inflammable Liquids, Gases or Other Materials.**

- 14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force
- 14.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on 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 such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 14.3 An owner or occupier of a lot shall not maintain or operate anywhere within a lot a barbeque (being gas, electric or any other kind).

**15. Keeping of Animals.**

- 15.1 An owner or occupier of a lot must not keep an animal upon their lot or the Common Property.
- 15.2 A person mentioned in the *Guide, Hearing and Assistance Dogs Act 2009*, section 8, who has the right to be on a lot included in a community titles scheme, or on the Common Property, has the right to be accompanied by a guide dog while on the lot or Common Property.

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- 15.3 A person mentioned in By-Law 15.2 who is the owner or occupier of a lot included in the Community Titles Scheme has the right to keep a guide dog on the lot.
- 15.4 These By-Laws do not exclude or restrict a right given under the *Guide, Hearing and Assistance Dogs Act 2009*.
- 15.5 This By-Law takes effect from its recording in the Department of Natural Resources and Water, and does not apply to any approval that may have been given by the Body Corporate prior to the passing of this By-Law.
- 15.6 Any approval given prior to the passing of this By-Law shall only operate until the death of the pet so approved, or the owner having moved from the Community Titles Scheme.

16. **Auction Sales.**

An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Scheme Land without the prior approval in writing of the Committee.

17. **Right of Entry.**

- 17.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Module.
- 17.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Module.

18. **Noise.**

- 18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.
- 18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 18.3 In respect of the residential areas of the Scheme Land, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.

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- 18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- 18.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

19. **Infectious Diseases.**

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

20. **Fences, Pergolas, Screens, External Blinds or Awnings.**

An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this by-law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the original owner.

21. **General Renovation and Hard Flooring**

- 21.1 Renovations to a lot can only be undertaken by a lot owner subject to approval by the Body Corporate Committee and must comply with the "Guidelines: General Renovation and Hard Flooring, Body Corporate for Chevron Renaissance CTS 30946" as documented by the Committee which shall be held by the Body Corporate Manager as engaged by the Body Corporate pursuant to the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*, from time to time.
- 21.2 The "Guidelines: General Renovation and Hard Flooring, Body Corporate for Chevron Renaissance CTS 30946" may be varied at an ordinary Committee meeting subject to Committee approval.
- 21.3 An occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the 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.
- 21.4 The granting of any approval by the Committee of the Body Corporate does not in any way relieve an occupier of his or her responsibility under any other By-Law.
- 21.5 If an occupier fails to comply with the terms of this By-Law, then an occupier will, at his or her expense, remove the works from the lot upon receiving written notice from the Committee.

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21.6 The lot owner undertakes to reimburse the Body Corporate for any additional insurance premiums and maintenance as a result of the works.

21.7 A bond as determined by the Body Corporate Committee is required to be lodged prior to commencement of the works.

**22. Fire Control.**

(a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;

(b) The Body Corporate or an owner or occupier of a lot must, in respect of the Community Titles Scheme or the lot, as appropriate:

(i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Community Titles Scheme or the lot;

(ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Community Titles Scheme or the lot is to the satisfaction of all relevant authorities; and

(iii) take all reasonable steps to ensure compliance with fire laws in respect of the Community Titles Scheme or the lot.

**23. Maintenance Responsibility of Alterations to Common Property.**

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Committee or the Body Corporate (as appropriate), be repaired and maintained by the owner for the time being of such lot.

**24. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings").**

An owner shall not install Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that Window Coverings used in all units presents a uniform appearance when viewed from inside or outside of the Scheme Land, provided however that, where a lot may lawfully be used for commercial purposes, the Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Body Corporate may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

**25. Maintenance of Common Property and the Lots.**

25.1 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate Assets.

25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In

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particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

- 25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Manager to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 25.8 While washing any balcony area an owner or occupier must ensure that only a damp cloth is used so as not to cause excess water run off into other lots. To be clear, no hose, bucket, mop, water pressurised system or other instrument may be used to clean a balcony area which causes excess water run off into other lots.

26. **Taps.**

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

27. **Water Closets.**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

28. **Behaviour of Invitees.**

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- 28.1 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 owner or occupier of another lot or of any person lawfully using Common Property.
- 28.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 28.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 28.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.
- 28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

**29. Notice of Defect.**

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

**30. Use of Lots.**

- 30.1 Subject to By-Law 30.2 and By-Law 30.5, all lots shall only be used for residential purposes.
- 30.2 Lot 1001 and Lot 3001 may be used for the provision of caretaking and letting services ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Community Titles Scheme the business of the caretaking of the Community Titles Scheme and/or the letting of lots in the Community Titles Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-Laws as the management and letting services).
- 30.3 The Body Corporate will not allow any other person or entity to provide from anywhere within the Community Titles Scheme any of the management and letting services.
- 30.4 The Body Corporate may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.
- 30.5 Subject to any other requirements, lots 2290-2293, lots 3236-3241, and lot 3242 may be used for commercial purposes.

**31. PABX Cabling.**



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The Caretaker of the Community Titles Scheme will be entitled to operate a PABX telephone facility or similar facility within the Community Titles Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the common property of the Community Titles Scheme. The Body Corporate shall not interfere with the operation of this facility.

**32. Committee may Employ.**

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

**33. Correspondence.**

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

**34. Requests to the Secretary.**

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.

**35. Notices.**

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

**36. Copy of By-Laws to be Produced Upon Request.**

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Community Titles Scheme.

**37. Power of Committee.**

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**38. Recovery of Costs.**

**38.1** An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies payable to the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;
- (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

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38.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
- (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

39. **Recovery by Body Corporate**

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

40. **Cable TV.**

The Body Corporate recognises that there could be an agreement in place with a cable TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television to the Community Titles Scheme and each lot and the Body Corporate must:

- 40.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to Cable Television;
- 40.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the Cable Television facility that is installed on the Common Property.

41. **Joint Liability.**

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

42. **Security.**

- 42.1 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate and shall be repaired and maintained at the cost and expense of the Body Corporate.
- 42.2 In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.

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42.3 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

**43. Aerials.**

Outside wireless, television aerials or satellite dishes may not be erected without permission of the Committee.

**44. Repairs.**

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots.

**45. Illegal Use of Lots Prohibited**

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

**46. Signs.**

Subject to these by-laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

**47. Power to Enter into Licence Agreements**

The Body Corporate may enter into licence agreements from time to time, on such terms and conditions as the Body Corporate sees fit, with other lots in the Community Titles Scheme, to grant to other lots in the Community Titles Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

**48. Liquor Licence Deed.**

The Body Corporate, in addition to the powers and authorities conferred upon it by or under the Body Corporate and Community Management Act 1997 or any other By Law has the power and authority to enter into a deed, agreement or other document with any person holding a liquor licence under the Liquor Act 1992 in respect of the parcel or any part of the parcel, to enable that person to fulfill the obligations under the Liquor Act 1992 by granting to that person the full, free and unfettered control of the Common Property.

**49. Bulk Supply of Electricity.**

49.1 The Body Corporate may obtain the supply of electricity for the Scheme (which may be in bulk) from an electricity provider ("a Supplier"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.

49.2 The Body Corporate may enter into an agreement with a utilities manager who may facilitate the Body Corporate's purchase and administration of electricity ("Utilities Manager").

49.3 The Body Corporate may install meters to monitor usage of the electricity supplied from the Supplier and supplied to owners and occupiers.

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- 49.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.
- 49.5 Owners and occupiers must obtain their supply of electricity from or through the Body Corporate if the Body Corporate enters into an electricity supply agreement with the Supplier. If requested by the Body Corporate, Owners must sign an agreement for the supply of the electricity on the Terms of Supply decided by the Body Corporate.
- 49.6 Owners or occupiers who accept or use the electricity supplied by or through the Body Corporate ("Consumers") shall, in consideration of the supply of electricity, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to Consumers.
- 49.7 Upon the acceptance or use of the electricity supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of electricity through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 49.8 Upon request by a Consumer, the Body Corporate shall provide one copy of the Terms of Supply to a Consumer.
- 49.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the Assignee or Transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The Assignor or Transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 49.10 The Body Corporate may include the costs for the supply of electricity (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Body Corporate by the owner of the lot to which electricity is supplied. By-laws 38 and 41 apply to such payments.
- 49.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide electricity to a Consumer if:
- 49.11.1 the agreement with the Supplier is terminated;
  - 49.11.2 the Supplier does not provide electricity to the Body Corporate for any reason; or
  - 49.11.3 the Consumer does not pay for the supply of electricity by the due date.
- 49.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Committee) with respect to the supply and use of electricity provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 49.13 The Committee may make rules with respect to the supply of electricity provided they are consistent with this By-Law and the Terms of Supply.
- 49.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the electricity supply because of failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

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- 49.15 All Consumers shall ensure that any electrical installation (as defined in the Electricity Act 1994) is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Body Corporate and Community Management Act, the Body Corporate or the Utilities Manager shall be entitled to enter a Lot to inspect any electrical installations.
- 49.16 For the purposes of ensuring the efficient and constant supply of electricity to the Lots during any limitation in the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.
- 49.17 The Body Corporate is not responsible for the accuracy or correct operation of any electricity meter for a Lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of electricity to a Lot.
- 49.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate.

50. **Exclusive Use - Carparking Areas.**

Each owner for the time being of a lot identified in Schedule E shall be entitled to the exclusive use for himself and his licensee of the car space or spaces identified in Schedule E of this Community Management Statement and delineated on the relevant plans attached to this Community Management Statement. In respect of those spaces allocated to this By-Law, the Committee is hereby authorised to vary allocations so made and to transpose spaces or any part of those spaces from one lot to another lot at any time and from time to time on the written request of the owners of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved. Each owner to whom exclusive use of the space or spaces is given pursuant to this By-Law shall use such space or spaces for the purpose of car parking only, and shall not litter the same or use the same so as to create a nuisance and shall clean and remove any oil spillage from the surface of such space. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act and the Module. An owner of a lot may grant to another person who is not an owner or occupier of a lot in the Community Titles Scheme a licence to use that owner's exclusive use car space provided that:

- (a) the relevant owner engages the party who undertakes the management and letting services in respect of the Community Titles Scheme to manage and control the use of the relevant owner's exclusive use car space by the licensee; and
- (b) the relevant licensee agrees to be bound by the By-Laws of the Community Titles Scheme (as they are amended from time to time).

51. **Exclusive Use - Storage Areas.**

Each owner for the time being of a lot identified in Schedule E shall be entitled to the exclusive use for himself and his licensee of the storage space or spaces identified in Schedule E of this Community Management Statement and delineated on the relevant plans attached to this Community Management Statement. In respect of those spaces allocated to this By-Law, the Committee is hereby authorised to vary allocations so made and to transpose spaces or any part of those spaces from one lot to another lot at any time and from time to time on the written request of the owners of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved. Each owner to whom exclusive use of the space or spaces is given pursuant to this By-Law shall use such space or spaces for the purpose of storage only, and shall not litter the same or use the same so as to create a nuisance. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act and the Module.

Title Reference [60421385]

52. Not used.

53. **Exclusive Use - Management and Letting Services.**

Each owner for the time being of a lot identified in Schedule E shall be entitled to the exclusive use for himself and his licensee of the area or areas identified in Schedule E of this Community Management Statement and delineated on the relevant plans attached to this Community Management Statement. In respect of those spaces allocated to this By-Law, the Committee is hereby authorised to vary allocations so made and to transpose spaces or any part of those spaces from one lot to another lot at any time and from time to time on the written request of the owners of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved. Each owner to whom exclusive use of the space or spaces is given pursuant to this By-Law shall be entitled to use such space or spaces for all purposes associated with the provision and operation of commercial services. The owner or occupier of the lot to whom the space or spaces are allocated shall assume all of the obligations of the Body Corporate under the Act and the Module in respect of the maintenance and cleaning of the exclusive use areas granted by this ByLaw.

54. **Moving in or out of Chevron Renaissance**

- (a) All owners and occupiers of Lots in the Scheme must, when moving / removing / delivering more than a single item into or out of the Lot, follow the booking procedures in this ByLaw 56.
- i. All moves in/out must be booked and coordinated with the Building Manager;
  - ii. Moving may only occur on Monday to Friday between the hours of 9.30am and 11.30am or between 2.00pm and 4.00pm;
  - iii. Any move outside the hours or days stated in 56 (a)(ii) may only occur if both the Building Manager and the Committee agree to such move, and such move will require the on-going supervision of the Building Manager;
  - iv. All Owners or Occupiers moving in/out must pack in such a way that time spent in use of the lift and/or loading dock is minimised;
  - v. Under all situations, the lift will need to be able to be locked while loading and unloading on both the Lot and ground or basement level, and lift curtains must be installed throughout the move;
  - vi. Where such booking is not in place, access via the lift may be denied and swipe access may be temporarily turned off;
  - vii. Despite such booking being in place, the Body Corporate which maintains a lift maintenance contract cannot be responsible for delays caused by lift breakdown and Owners or Occupiers must accept that such breakdown may affect a move without warning;
  - viii. All moves in/out of the building must be accessed and conducted by means of the lift. No moves in/out of the building are to be made from the ground floor area.

55. **Definitions.**

Unless otherwise provided in these By-Laws, the following words and expressions shall have the meanings set out opposite them as follows:

“Act” means the Body Corporate and Community Management Act 1997;

“Body Corporate” means the body corporate for Chevron Renaissance Community Titles Scheme;

“Committee” means the committee of the Body Corporate.

Title Reference [50421385]

"Community Titles Scheme" means the Chevron Renaissance Community Titles Scheme.

"Module" means the regulation module applying to the community titles scheme as described in the Community Management Statement.

"Original Owner" means Simnat Ply Ltd ACN 079 576 962, its successors or assigns.

"Scheme Land" means the land referred to in item 4 of the front page of this Community Management Statement.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)

Statutory Easements

Each lot in the Scheme is affected by the following statutory easements:

- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994.

**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

**DESCRIPTION OF LOTS**

**EXCLUSIVE USE AREAS**

**Management and Letting Services (By-Law 53)**

Lot 1001 on SP 155609

Areas marked:  
"M1" on plan A attached;  
"M4" on plan B attached;  
"M5" on plan B attached;  
"M11" on plan C attached;  
"M12" on plan C attached;  
"M13" on plan C attached;  
"M14" on plan C attached;  
"M15" on plan C attached;  
"M17" on plan D attached;  
"M19" on plan E attached;  
"M20" on plan E attached;  
"M21" on plan F attached;  
"M22" on plan F attached;  
"M23" on plan F attached;  
"M24" on plan G attached.

Lot 3241 on SP 175385

"M6" on plan B attached;  
"M7" on plan B attached;

