

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) & 66(1)(g) of the Body Corporate and Community Management Act 1997 are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**BY-LAWS OF THE OWNER LA PORTE D'OR  
BUILDING UNITS PLAN NO 2457**

**BY-LAWS**

**1. Definitions and Interpretation**

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

Act	means the Body Corporate and Community Management Act 1997.
Body Corporate	has the same meaning as in the Act.
Committee	means the committee of the Body Corporate.
Commissioner	has the same meaning as in the Act.
Common Property	has the same meaning as in the Act.
Community Titles Scheme	means the 'La Porte D'Or' Community Titles Scheme 12681.
Invitee	any person on the Scheme Land with the permission of an Occupier.
Lot	has the same meaning as in the Act.
Module	means the regulation module applying to the Community Titles Scheme as described in the Community Management Statement.
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot.
Owner	has the same meaning as in the Act.
Scheme Land	has the same meaning as in the Act.
Window Covering	curtain, blind, Venetian or roller shade.

1.2 In these by-laws unless the context indicates a contrary intention:-

- (1) words denoting any gender include all genders;
- (2) the singular number includes the plural and vice versa;
- (3) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors;
- (4) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- (5) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- (6) references to any legislation includes any legislation which amends or replaces the legislation;
- (7) heading are included for convenience only and will not affect the interpretation of these by-laws;
- (8) a reference to any thing includes the whole or each part of it; and
- (9) 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.

**2 Vehicles**

2.1 Save where a valid By-Law made pursuant to the Act authorises him to do so, an Occupier must not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Committee.

2.2 Motor Vehicles are to be washed only in such areas as the Committee may from time to time nominate.

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**3 Roads and Other Common Property**

**3.1** The roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any Occupier or used by any Occupier for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An Occupier must not

- (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) permit any invitee to park a vehicle on the roadway forming part of the common area at any time. Any invitee must park their vehicle in the visitor parking bays on the Common Property and must use such area only for its intended purpose of casual parking; or
- (3) permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property, except with the consent in writing of the Committee.

**4. Visitors' Car Park**

**4.1** An Occupier must not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.

**4.2** An Occupier must 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 (which rules shall provide that areas of casual parking shall not be used for more than 4 hours at a time with a maximum of two (2) invitees per Lot owner). Any vehicle in breach of this By-Law may be impounded and towed away by the Body Corporate at the expense of the owner, occupier or invitee.

**4.3** Save where prior approval has been given, vehicles that exceed the allowed time limits may be towed away.

**5 Obstruction**

**5.1** An Occupier must not obstruct lawful use of Common Property by any person.

**6 Damage to Lawns etc on Common Property**

**6.1** An Occupier must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any Lot.

**7 Damage to Common Property**

**7.1** An Occupier must 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 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.

**8 Use of Recreation Facilities**

**8.1** In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any ("the Recreation Facilities"), an Occupier shall ensure:

- (1) that his invitees do not use the same or any of them unless he or another Occupier accompanies them;
- (2) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult Occupier exercising effective control over them;
- (3) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- (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;

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- (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;
- (6) that the Occupier and their invitees and guests are suitably attired at all times;
- (7) that the Occupier and their invitees obey any lawful direction given to them by the Body Corporate or the Caretaker (if any); and
- (8) that barbeque facilities and their surrounds are cleaned after use, and leave them in a tidy and well-ordered condition.

**9 Rules Recreation Facilities**

- 9.1 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 all Occupiers unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owners.

**10 Maintenance of Recreation Facilities**

- 10.1 An Occupier must 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.

**11 Instructions to Contractors etc.**

- 11.1 An Occupier must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised by the Body Corporate, the Committee or the Caretaker (if any).

**12 Depositing Rubbish etc on Common Property**

- 12.1 An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another Occupier or of any person lawfully using the Common Property.

- 12.2 In particular, an Occupier must not throw or allow to fall any paper, rubbish, refuse, cigarette butts, cigarette ash or other substances whatsoever out of the window or doors, or down the staircase, FROM BALCONIES, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach of this By-law shall be borne by the Occupier concerned.

**13 Garbage Disposal**

**13.1 An Occupier shall:-**

- (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;
- (2) comply with all local authority By-Laws and ordinances relating to the disposal of garbage;
- (3) ensure that the health, hygiene and comfort of another Occupier is not adversely affected by his disposal of garbage;
- (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; and
- (5) be responsible to dispose of all rubbish not deemed to be "household rubbish" to the local authority "tip" at their own expense. If the Body Corporate has to remove said rubbish the cost will be charged to the Occupier.

**14 Appearance of Buildings and Signs**

- 14.1 An Occupier must 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.

- 14.2 An Occupier must not install or use any furniture on the balconies except as specified by the Committee from time to time, current specification being either glass or plastic table tops, silver or white colours.

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- 14.3 An Occupier may install security screen doors to his Lot provided the security screen doors are soundly built, are consistent with the colour, style and materials of the buildings with the consent in writing of the Committee; current specification being white/silver for the unit entrance doors and silvery/grey for patio doors.
- 14.4 An Occupier must not, except with consent in writing of the Committee, place pot plants on common property.
- 14.5 An Occupier must not, except with the consent in writing of the Committee, place large pot plants on their patio/s in such a way as to be visible from inside or outside of the Scheme Land.
- 15 Inflammable Liquids, Gases or Other Materials**
- 15.1 An Occupier must 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 Common Property or the regulations or ordinances of any Public Authority for the time being in force.
- 15.2 An Occupier must not, except with the consent in writing of the Committee, use or store on a 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.
- 15.3 An Occupier must not maintain or operate anywhere within a Lot a barbeque (unless said barbeque is an electric patio barbeque).
- 16 Keeping of Animals**
- 16.1 Subject to Section 181 of the Act, an Occupier must not keep any animal upon a lot or the Common Property. (Animal can also mean bird or reptile).
- 17 Auction Sales**
- 17.1 An Occupier must 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.
- 18 Right of Entry**
- 18.1 An 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 applying to the Scheme Land.
- 18.2 If in the reasonable opinion of the Committee or the Caretaker (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 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 Caretaker (if any) in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the 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 applying to the Scheme Land.
- 19 Noise**
- 19.1 An Occupier and their invitees shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners Occupiers or of any person lawfully using the Common Property. In particular, an Occupier must not 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 occupier, 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 19.1, 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.
- 19.2 In the event of any unavoidable noise in a Lot at any time, an Occupier must take all practical means to minimise annoyance to other Occupiers 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.

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- 19.3 Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- 19.4 An Occupier must request invitees leaving after 11pm to leave quietly.
- 19.5 An Occupier must 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.
- 19.6 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 Occupier of that Lot.
- 19.7 An Occupier must 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 or any other Occupier of that Lot.
- 20 Infectious Diseases**
- 20.1 In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Occupier must 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.
- 21 Fences, Pergolas, Screens, External Blinds or Awnings**
- 21.1 An Occupier must 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, and its 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.
- 22 Structural Alterations (and Renovations) to the Interior of Lots**
- 22.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. The Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The Owner of the Lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. A bond, in the amount determined by the Committee from time to time, may be applied to restore or replace any property damaged in the course of any structural alterations.
- 22.2 **Renovation Times:** An Occupier or its Invitees may only renovate between the hours of 8:00am and 5:00pm Monday to Friday and 8:00am to Noon Saturday and not at all on Sunday.
- 22.3 **Installation of Hard Floor Finishes:** The installation of floor finishes other than with carpeting requires the prior approval of the Committee by submission of an application to the Committee providing specifications and type of floor finish to be installed. It will further be a requirement that an acoustic underlay form part of all hard floor installations to avoid noise transmission to the apartments below. Technical specifications of the type of acoustic underlay to be used are to be provided to the Committee at time of application.
- 22.4 **Movement of Furniture/Large Objects etc:** Before any furniture and/or large objects are moved into or out of any Lots, due notice must be given to the Committee or its agents and the moving of same must be done, via the basement, in a manner and at a time directed by the Committee or its agents with the use of the elevator protective covers. A bond, in the amount determined by the Committee from time to time, may be applied to restore or replace any property damaged in the course of the movement of the furniture or large objects.
- 23 Fire Control**
- 23.1 An Occupier 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.
- 23.2 The Body Corporate or an Occupier must, in respect of the Community Titles Scheme or the Lot, as appropriate:

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- (1) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Community Titles Scheme or the Lot;
- (2) 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
- (3) take all reasonable steps to ensure compliance with fire laws in respect of the Community Titles Scheme or the Lot.

**24 Maintenance Responsibility of Alterations to Common Property**

- 24.1 Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner must, 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.

**25 Window Coverings**

- 25.1 An Occupier must 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. An Occupier must 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 Occupier. Preferred window coverings to be the colour of white, or alternatively have white coloured backings.

**26 Maintenance of Common Property and the Lots**

- 26.1 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate Assets.
- 26.2 Each Owner shall be responsible for the repair, replacement, renewal and maintenance of his Lot, and in particular ensure that failing to do so does not interfere in any way with the peaceful enjoyment of other owners.
- 26.3 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 Owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the Lot. In particular, and without limitation, an Occupier must ensure that the eradication of pests is carried out on the Lot on a regular basis.
- 26.4 In the event that a Lot is not maintained in accordance with By-Laws 26.2 and 26.3, the Committee may notify the Occupier in writing that the Lot is not maintained in accordance with the By-Laws, and in the event that the 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 its agents to cause the Lot to be maintained at the expense of the Occupier.
- 26.5 Where an Occupier has not maintained the Lot in accordance with these By-Laws, the 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 Occupier of the Lot as is reasonable in the circumstances.
- 26.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the 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.
- 26.7 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.
- 26.8 **Doors and Windows:** All doors and windows to all Lots must be securely fastened on all occasions when the Lot is left unoccupied and the Committee shall have the right to enter and fasten the same if left insecurely fastened.

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**27 Taps**

27.1 An Occupier must not waste water and shall see that all water taps in his Lot are promptly turned off after use.

**28 Water Closets**

28.1 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.

**29 Behaviour of Invitees**

29.1 An Occupier must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property.

29.2 The Occupier of a Lot is liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Occupier or their invitees.

29.3 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.

29.4 The duties and obligations imposed by these By-Laws on an Occupier shall be observed not only by the Occupier but also by their Invitees.

29.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any Occupier or their Invitees, 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.

29.6 An Occupier shall take all reasonable steps to ensure that their invitees are suitably attired at all times.

**30 Notice of Defect**

30.1 An Occupier must give the Committee and/or the Caretaker (if any) prompt notice of any accident to or defect in the water pipes, air conditioning, 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.

**31 Change of Ownership**

31.1 An Owner shall notify the Body Corporate upon any change of ownership or of any mortgage or other dealings in connection with their Lot.

**32 Use of Lots**

32.1 Subject to By-Law 32, all lots, other than Lots 2, 3 and 4 shall only be used for residential purposes.

32.2 Lot 1 is allocated as a restaurant.

32.3 Lot 2 and 3 may be used by the Owner or Occupier for reception purposes and as an office for the conduct of the business of a real estate agency for letting Lots in the Scheme Land together with the provision of all other associated services commonly rendered in connection with such business. This use may be extended to include some caretaking duties but this would require approval of the Body Corporate and agreement of the Letting Agent.

32.4 The Owner or Occupier of Lots 2 and 3 will be the only person or entity that may carry on within the Scheme business of the letting of lots in the Scheme Land and/or the provision of ancillary services to the letting business (all of which services are referred to in these By-laws as the letting services).

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- 32.5 Lot 4 is allocated as a Mini-Mart, and must not be used for the carrying on of any activity other than that. This includes mini-supermarket, coffee shop and light catering shop. However, the Body Corporate would consider proposals from the Owner or Occupier of this lot for other commercial uses, provided the provisions of the regulatory authorities shall be observed at all times.
- 32.6 Lot 5 is allocated for commercial and/or residential use only.
- 32.7 The Body Corporate will not allow or undertake any arrangement with any party which may relate to the conduct of a real estate letting agency business in competition to the Owner or Occupier of Lots 2 and 3 from time to time either upon any part of the Common Property or any Lot.
- 33 Body Corporate Empowered to enter into Agreements**
- 33.1 Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these By-Laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide, including without limitation, one or more of the following agreements:
- (1) an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of lots in the Land Scheme on behalf of Owners;
  - (2) an agreement or agreements for the appointment of a Body Corporate Manager for the performance of (inter alia) certain duties and obligations of the Secretary and Treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
  - (3) an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate;
  - (4) an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and lots in the Scheme Land;
- Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.
- 34 PABX Cabling**
- 34.1 The Body Corporate operates 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 and any Lot.
- 35 Committee may Employ**
- 35.1 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.
- 36 Correspondence**
- 36.1 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.
- 37 Requests to the Secretary**
- 37.1 An Occupier must direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary or the Body Corporate Manager of the Body Corporate.
- 38 Notices**
- 38.1 An Occupier and invitees must observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.
- 39 Copy of By-Laws to be Produced Upon Request**



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39.1 Where any Lot is leased or rented, the Owner 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.

**40 Power of Committee**

40.1 The Committee may make rules relating to the Common Property including, but not limited to, rules imposing time limits in the visitor car park, 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 Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**41 Recovery of Costs**

41.1 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:-

- (1) 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;
- (2) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner Occupier including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

41.2 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:-

- (1) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
- (2) 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 Lot by the Owner failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

**42 Recovery by Body Corporate**

42.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any Occupier or their invitees, 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.

**43 Cable TV**

43.1 The Body Corporate recognises that the complex is cabled for pay TV and has all cabling, wiring, ducting, conducting, amplifiers and other necessary equipment required for the provision of cable television to the Community Titles Scheme installed and the Body Corporate will:-

- (1) allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to pay TV cabling, however must be carried out by a qualified person and at the owners or occupiers expense;
- (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.

**44 Joint Liability**

44.1 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.

**45 Security**

45.1 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 a Lot (if applicable) be and remain the property of the Body Corporate. All security equipment is (with the exception of that equipment installed upon a lot (if applicable) 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.

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- 45.2 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 (if applicable), then the Owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one (1) day's notice) except in the case where the circumstances require immediate entry.
- 45.3 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 must 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.
- 46 **Aerials**
- 46.1 Outside wireless, television and satellite dish aerials may not be erected without written permission of the Committee.
- 47 **Repairs**
- 47.1 All repairs to Lots will be carried out promptly and in a workmanlike manner by the Owner of the Lot.
- 48 **Illegal Use of Lots Prohibited**
- 48.1 An Occupier must not use his Lot for any purpose which may be illegal or injurious to the reputation of the Scheme Land. An Occupier must promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any relevant authority.
- 49 **Sign**
- 49.1 Subject to these By-Laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any Lot. The Body Corporate will allow "Open House", "Open for Inspection" signs to be placed on Common Property for the duration of the "Open House or For Inspection" period only.
- 50 **Exclusive Use – Car parking Areas**
- 50.1 The Owner for the time being of a unit in the building shall be entitled for himself, his agents, invitees, and licensees by way of grant from the body corporate (which grant shall not be refused save only on the ground that the relevant car parking space has already been previously allocated) to the exclusive use and enjoyment of such car parking space or spaces upon and forming part of the common property, the identifying number or numbers of which are set forth upon the sketch plan approved by the body corporate and held by the secretary and as identified in Schedule E of the Community Management Statement.
- 50.2 The Committee is hereby authorised and empowered to vary the allocations so made and to transpose car parking spaces from one unit to another unit upon the written request of the Owner of the Lots involved.
- 50.3 All transpositions must be registered on the plan within three months at Owner's expense.
- 51 **Exclusive use – Lot 1**
- 51.1 The Owner for the time being of Lot 1 in the Building Units Plan 2457 shall be entitled by way of grant from the Body Corporate to exclusive use and enjoyment for himself and his servants, agents and licensees of parts of the common property. Those parts of the common property granted to the Owner for the time being of Lot 1 are listed and held by the Secretary and as identified in Schedule E of the Community Management Statement
- 52 **Exclusive use – Lot 2**
- 52.1 The Owner for the time being of Lot 2 in the Building Units Plan 2457 shall be entitled by way of grant from the Body Corporate to exclusive use and enjoyment for himself and his servants, agents and licensees of parts of the common property. Those parts of the common property granted to the Owner for the time being of Lot 2 are listed and held by the Secretary and as identified in Schedule E of the Community Management Statement.
- 52.2 The rights conferred under these by-laws shall be transferable and notwithstanding the provisions of any other item of these by-laws any such grant shall not be determinable unless the grantee for the time being shall cease to be the Owner of a Lot in the building.

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**53 General**

- 53.1 An Occupier must not leave a shopping trolley in a hallway, lift, fire stairs or other part of the Common Property except the area on Level 1 outside the lift lobby designated for trolleys.
- 53.2 An Occupier must not smoke or allow smoking in any area of the Common Property, upon the tennis courts, or in pools or their surrounds.

<b>SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Nil

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# Pool safety certificate

# 23

Version 1, effective 6 October 2010

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 245AA and 245AK of the *Building Act 1975*.

## 1. Pool safety certificate number

Certificate number: 103981300300

## 2. Location of the swimming pool

Lot's or plan details are usually shown on the title documents and rates notices.

Street address: 3477 SURFERS PARADISE BVD, SURFERS PARADISE 4217

Lot's or plan: BUP2457

Local government area: GOLD COAST CITY

## 3. Exemptions, alternative solutions or special restrictions for the swimming pool

If it is known that an exemption, alternative solution or restriction is applicable to the swimming pool please state this. For example, a restriction may require a permanent body of water that is part of the swimming pool barrier to be maintained to a minimum depth. This will help provide pool owners with a concise and practical explanation of the exemption, alternative solution or restriction. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No exemptions apply

No alternative solutions apply

No special restrictions apply

## 4. Shared pool or non-shared pool

Shared pool

Non-shared pool

## 5. Pool safety certificate expiry

Effective date: 1 Jun 2011

Expiry date: 31 May 2013

## 6. Certification

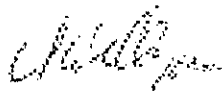
This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name: Arthur Willyan

Pool safety inspector licence number: 100961

Signature:



Date: 1 Jun 2011

### Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit [www.dip.qd.gov.au/poolsafety](http://www.dip.qd.gov.au/poolsafety) for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

This is a public document and the information in this form will be made available to the public

