

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

SCHEDULE C BY-LAWS

1. Interpretation

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.

Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.

Reference to the whole includes any part of the whole.

- (b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

Act means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme;

Body Corporate means the Body Corporate established upon the registration of the Scheme.

Building means the building of which the Schemes form part.

By-laws means these By-laws or any specified part of them.

Caretaking and Letting Agreement means the agreement entered into, or to be entered into, between the Resident Caretaker and the Body Corporate under which the Resident Caretaker is required, amongst other things, to keep the Common Property in good order. It includes any agreement that replaces or extends a previous agreement.

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

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

Common Property means the common property referred to in the Scheme.

Co-ordinator means the Occupier of the Resident Caretaker's Unit.

Garbage includes material to be recycled.

GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

Home Occupation means the use of the relevant Lot as professional offices to provide consulting services or information technologies or as a mail order business, or such other lawful use as the Committee decides but in no circumstances does this allow the relevant Lot to be used to provide real estate agency services.

Improvements means pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law.

Lot means a lot in the Scheme.

Motor Vehicles includes motor bikes but does not include caravans, campervans or mobile homes.

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

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

Recreation Areas means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities

Person includes a company.

Resident Caretaker means the person or corporation that has entered into, or is to enter into, the Caretaking and Letting Agreement. If there is no such person, the Committee may nominate a person as a Resident Caretaker for the purposes of these by-laws.

Resident Caretaker's Unit means Lot 308 or such other Lot that may be nominated in writing in its place by the Original Owner.

Scheme means Q1 CTS 34498

Scheme Land means all the land contained in the Scheme.

Secretary means the Secretary of the Body Corporate.

2. Use of Lot

- (a) Subject to (c), each Lot will be used for residential purposes only, or, if permitted by the local government, for a Home Occupation (and then only in accordance with the relevant laws and rules of the local government).
- (b) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (c) The Resident Caretaker's Unit may be used for any of the following purposes:-
 - (i) residential;
 - (ii) management (including the letting of Lots);
 - (iii) commercial purposes;
 - (iv) child minding or children's club; and
 - (v) any lawful purpose.

3. General Appearance of Lots

No structural alterations will be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system). An Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

4. Maintenance of Lots

- (a) An Owner or Occupier of a Lot will:-
 - (i) be responsible for the proper maintenance and decoration of his Lot;
 - (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof);
 - (iii) maintain the interior of his Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
 - (iv) permit access of any person (including service contractors) through his Lot, for the purpose of maintaining and repairing the glazing operation and counterweight mechanism of the glass panel windows for the Lot beneath his Lot.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (ii) the obligations under by-law 4(a) be complied with,and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out

works under this by-law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this by-law.

5. Appearance of Lots

- (a) Subject to paragraph (b) of this by-law and by-law 32 (Construction/Sale of Lots), an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his Lot in such a way as to be visible from outside the Lot.
- (b) The Resident Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.

6. Water Apparatus

- (a) An Owner or Occupier of a Lot will see that all water taps on his Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

7. Lighting and Heating of Lots

The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

8. Storage of Flammable Liquids, etc.

An Owner or Occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. Windows

The windows of a Lot will be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

10. Window Covers

- (a) No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. With respect to security screens, security screens may only be attached to lots with the prior written consent of the Committee (which may be withheld in its absolute discretion or given with or without conditions). By way of guidance as to the type of security screens that will be approved, only security screens which look like an insect screen are permitted on Lots. The screening material used must be flat and for all purposes viewed as an insect screen so as to not detract from the overall appearance of the building while still offering sufficient security to the Owner and Occupier. Security screens such as diamond mesh, grills or the like are not permitted.
- (b) An Owner must not hang curtains visible from outside the Lot unless those curtains have a charcoal backing, or unless such colour and design have been approved by the Committee. An Owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from common property or any other lot.
- (c) For the purposes of enforcing this by-law, the Committee may establish and maintain a policy in respect to window covering.

11. Keeping of Animals

- (a) An Owner or Occupier of a lot is not entitled to keep any animals on his Lot without the prior approval of the Committee which may be refused or granted with or without reasonable conditions. To remove doubt, the

Committee will not approve the keeping of an animal which is, or which will be when fully grown, greater than a weight decided by the Committee from time to time.

- (b) This by-law is subject to s181 of the Act. For the purpose of this by-law *animal* includes, without limitation, dogs, cats, fish, birds, snakes, lizards and crustaceans.
- (c) Each Owner or Occupier is liable to all other Owners or Occupiers and their respective guests and invitees for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Owner or Occupier or invitees, whether permission has been granted by the Committee for the keeping of that animal on the Lot or not.

12. No Variation to Appearance

Subject to By-Law 32 (Construction/Sale of Lots), an Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

13. Antennae

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

14. Security of Lots

All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

15. Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on his Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

16. Nuisance

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 10.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (e) Occupiers' guests who are not registered must not stay on the property overnight after 10.00pm;
- (f) Owners or Occupiers must not allow overcrowding living within their lots and must observe the applicable laws and regulations; and
- (g) Owners or Occupiers must not cause conditions that are dangerous, hazardous, threatening, unsanitary or harmful in any way to other Owners or Occupiers of other lots or the Common Property.

17. Obstruction

An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

18. Depositing Rubbish on Common Property

An Owner must not:-

- (a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the Owner or Occupier concerned.

19. Garbage Disposal

An Owner or Occupier of a Lot must -

- (a) save where the Body Corporate provides some other means of disposal of Garbage, maintain within his Lot, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for Garbage;
- (b) comply with all local authority By-laws and ordinances relating to the disposal of Garbage;
- (c) 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;
- (d) ensure that Garbage is regularly left for collection at a time and place indicated by the Resident Caretaker from time to time;
- (e) ensure that Garbage bins left out for Garbage collection are removed from Common Property and returned to relevant Lots as soon as practical after Garbage collection.

20. Damage to Lawns, etc. on the Scheme Land

An Owner or Occupier of a Lot must not -

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

21. Damage to the Common Property or Lot

An Owner or Occupier of a Lot 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 Common Property asset except with the consent in writing of the Body Corporate.

22. Committee to be Notified of Accidents etc.

An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.

23. Visitors' Car Parking

- (a) The Committee may in its absolute discretion by written notice from time to time to the Owners, mortgagees and Occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of Occupiers of Lots.
- (b) An Occupier of a Lot must use his best endeavours to ensure that his invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this

by-law but such invitee's Motor Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.

24. Inspection of Lots

- (a) Upon one (1) day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner or Occupier of the Lot concerned).
- (b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- (c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

25. Observance of these By-Laws

- (a) An Owner and Occupier of the Lot shall take all reasonable steps to ensure that his guests, servants, employees, agents, children, licensees and invitees ("**invitees**") do not behave in a manner likely to interfere with the peaceful enjoyment of other Owners and Occupiers of Lots or of any person using the Common Property.
- (b) An Owner of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or damage to Common Property assets caused by the Occupier or their "invitees".
- (c) An Owner of a Lot which is the subject of a lease, tenancy or licence has been granted an exclusive use or special right shall take all reasonable steps, including any action available to him to ensure that any lease, tenancy or licence agreement obligates the lessee, tenant or licensee or other occupier of the Lot or their invitees, to comply with these by-laws.
- (d) The duties and obligations imposed by these by-laws on an Owner or Occupier of a lot shall be observed not only by the Occupier but also by the "invitees".

26. Repairs by the Body Corporate

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

27. Contractors

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

28. Notification of Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

29. Notices to be Observed

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

30. Rules Relating to Common Property

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-laws and the same must 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.

31. Rules for Use of Recreation Areas

All Owners or Occupiers of Lots when making use of the Recreation Areas must ensure:-

- (a) that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
- (b) 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;
- (c) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) they book the relevant Recreation Area through any reservation system provided by the Resident Caretaker;
- (e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion;
- (f) alcoholic beverages must not be consumed in or around the pools and spa, lobby, hallways, lifts, stairs or any other Common Property areas, but may be consumed in the raised area of the barbeque area as defined by the Body Corporate Committee with the use of appropriate signage;
- (g) food, glass, breakable items and pets must not be brought into the pool area;
- (h) that all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
- (i) that an Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas;
- (j) they do not use the Recreation Areas between the hours of 10.00pm and 6.00am or such other hours as agreed to by the Committee and the Resident Caretaker;
- (k) they use any plant and equipment in accordance with directions or instructions given by the Committee or the Resident Caretaker.
- (l) opened alcoholic beverages must not be carried or consumed in the hallways of each floor of the building and on the other Common Property areas;
- (m) the lap pool must be used only for lap swimming purposes;
- (n) the gym is only to be used by Owners or Occupiers of a Lot. The Gym is not to be used for the training of other guests or invitees;
- (o) entry to and from the swimming pools must be via the rear lobby door;
- (p) owners, occupiers or guests must not enter the foyer areas wet, with sandy feet or carrying equipment and surfboards;
- (q) smoking is not permitted on the Common Property areas, except within the designated areas noted on the appropriate signage; and
- (r) 'House Rules' are to be observed by all Owners, Occupiers and guests and displayed on the common property on the appropriate signage, as approved by the Committee from time to time.

32. Construction/Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
 - (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;

- (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (iv) to use the Common Property or other Lots in the Scheme to:
 - (A) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (B) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners, of their Lots and the Common Property.
- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

33. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

34. By-Laws to be Exhibited

A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

35. Speed Limits

An Owner, mortgagee or Occupier of a Lot must not exceed the speed limit nominated by the Committee from time to time and agreed to by the Resident Caretaker (the Speed Limit) while driving any Motor Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.

36. Recovery of Monies

If a person breaches the Act or these by-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

37. Recovery of Costs

- (a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:
 - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these by-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these by-laws;
 - (ii) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If the Owner fails to pay any such costs upon demand, the Body Corporate:
 - (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) In this by-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- (e) The Body Corporate may include any costs payable to it under this by-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

38. Structural Matters

- (a) 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. Such approval may be granted with or without reasonable conditions. The

Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the proprietor of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this by-law will be payable by the relevant proprietor on demand.

- (b) An Owner or Occupier must not do anything to affect the structural integrity of the buildings on the Scheme Land. In particular an Owner or Occupier must not place items (such as pots or furniture) on any balcony or terrace where the total weight of such items exceeds 250 kg without prior consent of the Committee which must not be unreasonably withheld or delayed. In granting consent, the Committee may require the Owner or Occupier to obtain an engineer's certificate stating that there will be no impact on the structural integrity of the building.

39. Alterations to the Exterior of Lots

Where an Owner proposes to carry out work which will alter the exterior of any Lot, he must follow the procedure set out below:-

- (a) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) The Committee, on behalf of the Owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
- (c) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the Owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
- (d) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant Owner, the proposal will be submitted to a general meeting of the Committee for permission to proceed with the works as approved by the architect.
- (e) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the Owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the Owner to the Committee before it submits the plans and specifications to the architect for approval.

40. Auction Sales

An Owner of a Lot must not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This by-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law).

41. Access to Meters

If a Lot contains an meter and/or switchboard, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

42. Bulk supply of electricity or other utility services

- (a) The Body Corporate may supply electricity or other utility services for the benefit of Owners and Occupiers and in such case this by-law will apply.
- (b) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (c) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (d) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (e) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other service will be the total of:

- (l) the price paid by the Body Corporate for the electricity or the other service; and
- (ii) any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of the electricity or other service.
- (g) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this by-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (h) In respect of an account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier became the Occupier of that Lot.
- (i) In the event that a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/ or
 - (ii) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to break downs, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of the reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- (l) In this by-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

43. No Enclosure of Balconies etc

Despite anything else in this Schedule C, balconies and terraces of any Lot are to remain unenclosed (and, in particular, sliding panels forming part of a balcony must not be fixed or replaced with any fixed glass or other material that is fixed) and there are to be no shutters, blinds or similar structures on balconies and terraces.

44. Exclusive Use Area – Car Park

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 44 – Carpark** are entitled to the exclusive use of that part of the Common Property (**Car Space**) which is identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of Car Spaces to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading **By-Law 44 – Car Space** and this By-law will attach to the relevant Lots referred to in Schedule E.
- (c) The following conditions apply to the exclusive use granted under this By-law:-
 - (i) the Car Space must only be used for the purpose referred to in Schedule E;
 - (ii) the Body Corporate must carry out its duties (including maintenance and operating duties) in respect of the Car Space;
 - (iii) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.
- (d) An Owner of a Lot must not park any Motor Vehicle upon the Common Property unless the exclusive use of that part of the Common Property has been allocated to that Lot for that purpose.

45. Exclusive Use Area – Storage

- (a) The Occupier of Lots mentioned in Schedule E under the heading **By-Law 44 – Storage Area** are entitled to the exclusive use of that part of the Common Property (**Storage Area**) which is identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of Storage Areas to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading **By-Law 44 – Storage Area** and this By-law will attach to the relevant Lots referred to in Schedule E.
- (c) The following conditions apply to the exclusive use granted under this By-law:-

- (i) the Storage Area must only be used for the purpose referred to in Schedule E;
 - (ii) the relevant Occupier must carry out the duties of the Body Corporate in regard to the relevant Storage Area;
 - (iii) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Storage Area for any proper purpose.
- (d) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law, then the Body Corporate, and persons authorised by it, may enter upon the Storage Area for the purpose of carrying out such responsibilities and the Owner will be responsible for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

46. Exclusive Use Area – Sky Garden

- (a) The Occupier of Lots mentioned in Schedule E under the heading **By-Law 46 – Storage Area** are entitled to the exclusive use of that part of the Common Property (**Sky Garden**) which is identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of the Sky Garden to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading **By-Law 46 – Sky Garden** and this By-law will attach to the relevant Lots referred to in Schedule E.
- (c) The following conditions apply to the exclusive use granted under this By-law:-
 - (i) the Sky Garden must only be used for the purpose referred to in Schedule E;
 - (ii) the Body Corporate must carry out its duties (including maintenance and operating duties) in respect of the Sky Garden;
 - (iii) the Benefited Owners must pay to the Body Corporate the costs of carrying out its duties in respect of the Sky Garden within 30 days of written demand or payment from the Body Corporate. Such costs will be apportioned between the Benefited Owners based on their contribution lot entitlement as a proportion of the total contribution lot entitlement of all the Benefited Owners;
 - (iv) the Benefited Owner must not do anything, and must take reasonable steps to prevent the Occupiers of their Lots doing anything, that adversely affects the amenity of the Sky Garden. For example, allowing anything to fall, or be thrown into, the Sky Garden.
- (d) **Benefited Owners** means the Owners of the Lots to which this by-law 46 attaches.

47. Special Rights – Function Area

The Co-ordinator has a special right to use the function area (**Function Area**) described on the attached plan called **Function Area Plan** for special events, functions, presentations, seminars or any other lawful use (together called **Event**) and the following conditions apply:-

- (a) if an Occupier of a Lot (**Prior Occupier**) has a prior booking or reservation for the Function Area, given the benefits to Owners of Lots in the Scheme as a whole, such booking or reservation can be cancelled or postponed by the Co-ordinator at any time to accommodate any use of the Function Area required by the Co-ordinator. In such circumstances the Prior Occupier has no claim or right of action against the Body Corporate, the Co-ordinator or any other persons;
- (b) The Co-ordinator must ensure the Function Area is left in a clean and tidy condition after each Event;
- (c) The Co-ordinator may charge a fee to persons attending an Event and retain that fee as his own property;
- (d) subject to (b), the Body Corporate must carry out its duties in respect of the Function Area;
- (e) if the Caretaking and Letting Agreement ends, the rights of the Co-ordinator under this by-law end.

48. Special Rights – Tourist Coaches

- (a) The Co-ordinator has the special right to allow Tourist Coaches to park on the Common Property on the following conditions:-
 - (i) the Tourist Coaches must only park on the Common Property for as long as is reasonably necessary to assist in the movement of persons travelling to and from the Scheme Land in the Tourist Coaches;
 - (ii) the Body Corporate must carry out its duties in respect of any part of the Common Property on which the Tourist Coaches park;

- (iii) the Tourist Coaches must only park in suitably paved or finished areas (for example, asphalted areas) and not unreasonably interfere with the access and egress of other persons, with or without vehicles, to and from the Scheme Land;
 - (iv) If the Caretaking and Letting Agreement ends, the rights of the Co-ordinator under this by-law end.
- (b) **Tourist Coaches** means buses, coaches, Motor Vehicles (including limousines) or any other similar means of transport.

49. Special Rights – Tourist Desk, Brochure Stands, Signage etc

The Co-ordinator has the special right to place (and, where appropriate, have manned) a tour desk, brochure stands, signage and other similar things (**Structures**) (for, without limitation, marketing activities) on any part of the Common Property on Level C of the Building on the following conditions:-

- (a) the Co-ordinator must keep any Structures in good condition and repair and to a standard commensurate with the surroundings in which they are located (namely a high quality and standard);
- (b) the Structures must not materially inhibit the flow of persons on the Common Property;
- (c) the Co-ordinator does not have the exclusive use of the area in which the Structures are located.
- (d) if the erection and use of a Structure causes any damage to the Common Property (except for fair wear and tear), the Co-ordinator must promptly make good such damage.
- (e) if the Caretaking and Letting Agreement ends, the rights of the Co-ordinator under this by-law end.

50. Hard Flooring

- (a) An Owner or Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (**Works**) unless the Owner or Occupier has first obtained the approval of the Body Corporate in General Meeting.
- (b) Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Body Corporate (including the Committee) may impose, the following conditions may also apply:
 - (i) The Floor Impact Isolation Class (**FIIC**) of the Works when completed must not be less than the following performance specification:

AREA	FIIC
Kitchen	60
Lounge/Bedroom	60

- (ii) Following the installation of the Works, the Owner or Occupier must at its cost have the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Owner or Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
- (iii) Where the FIIC of the completed Works is less than the level detailed in paragraph (b)(i), the Owner or Occupier must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph (b)(i) must again be complied with by the Owner or Occupier.
- (iv) Where the Works are installed and the FIIC complies with the requirements of paragraph (b)(i) and any other conditions imposed by the Committee, the Body Corporate or its representative must notify the Body Corporate's insurers of the installation of the Works and the Owner or Occupier will be liable for any increase in premium as a result of the installation of the Works.

- (c) An Owner or Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Body Corporate 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.
- (d) The granting of any approval by the Body Corporate does not in any way relieve an Owner or Occupier of his or her responsibility under any other By-Laws.
- (e) If an Owner or Occupier fails to comply with the terms of this by-law, then an Owner or Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.

51. Restricted Access Area

- (a) Any areas of the Common Property used for:
 - (i) electrical substations, switchrooms, or control panels; and
 - (ii) fire service control panels; and
 - (iii) telephone exchanges; and
 - (iv) other services to the Lots and Common Property (or either of them)may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.
- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.