

"SUN CITY RESORT" CTS No. 24674

E hereof. The Owners of each of those Lots shall be responsible for the cost of repair, maintenance and replacement of the air-conditioner compressors, which shall be arranged by the Body Corporate and levied to those Owners from time to time by the Treasurer of the Body Corporate proportionately according to the relevant proportions of their respective Lot entitlements

57. Resort Hotel

It is proposed that the building be operated as a resort hotel.

58. Use of Balconies

An Owner or Occupier of a Lot shall not, except with the consent in writing of the Body Corporate, install, erect or place any items whatsoever on the balcony, the balcony rails or the balcony walls of his Lot, which includes, but is not limited to, flame torches, gas barbeques, matting and synthetic grass, with the exception of non-fixed appropriate balcony tables and chairs.

59. Replacement of Floors and Coverings

- (a) The Body Corporate requires that Lot Owners maintain a high standard of sound-proofing in their Lots.
- (b) A Lot Owner and/or Occupier may replace any carpet laid in the Lot with carpet but must not replace carpet with tiles, timber or other material without obtaining written consent of the Committee.
- (c) The Committee will not unreasonably withhold its consent for the replacement of carpet with other floor covering if:
 - (i) The Owner and/ or Occupier of the Lot ("the Applicant") provides the Committee with a written proposal detailing the types and specifications of the materials to be used and the sound proofing materials to be incorporated into the proposed floor coverings 21 days prior to the Committee meeting;
 - (ii) The Committee, after considering the written proposal, concludes that the sound proofing materials to be incorporated into the proposed floor coverings will protect other Lot Owners and Occupiers from any nuisance. The Committee must give the relevant notice to the Applicant within 7 days of the Committee meeting.
 - (iii) If the Committee refuses to grant a consent pursuant to by-law 59(c)(ii), the Applicant shall be entitled to amend the written proposal by changing the soundproofing materials to be incorporated into the work until such time as the application is approved;
 - (iv) The selection of sound proofing material to be used under any type of hard flooring including timber or ceramic tiles, must meet the requirements of the Building Code of Australia (BCA), Part 5 "Sound Transmission and Insulations for Class 2 or 3 Buildings".
- (d) If the Committee is satisfied with the written proposal the Committee must give its consent in writing to the Applicant and to any Owner or Occupier whose Lot is beneath the Applicant's Lot within 7 days of the Committee Meeting.
- (e) Upon completion of the work the Applicant must arrange for an inspection of the work by an authorised Committee member to ensure compliance with the approvals.
- (f) Any consultants' costs incurred by the Body Corporate in considering any application by the Applicant must be paid by the Applicant.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not Applicable

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

Description of Lots	Exclusive Use Areas
Lot 1 in BUP 106856	Area delineated and identified as 400 on the attached Exclusive Use Plan marked "A"
Lot 1 in BUP 106856	Area delineated and identified as 402 on the attached Exclusive Use Plan marked "B"

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50. Exclusive Use - Air Conditioner for PABX Room

The Owner or Occupier of Lot 1 shall have the exclusive use of the area delineated and identified as 401 on the attached Exclusive Use Plan marked "C" as referred to in schedule E hereof for the purpose of installing and operating an air - conditioning plant to provide conditioned air to part of Lot 1 comprising the PABX room. The Owner of Lot 1 shall be responsible for the performance of the duties of the Body Corporate under Section 114 of the Act.

51. Exclusive Use - Sign for Restaurant

The Owner or Occupier of Lot 2 shall have the exclusive use of the area delineated and identified as 407 on the attached Exclusive Use and Special Right Plan marked "D" as referred to in Schedule E hereof for the purposes of placing a reasonable advertising sign for the licenced restaurant to be operated on Lot 2, but the size, nature and style of such sign shall first be approved by the Committee. The Owner of Lot 2 shall be responsible for the performance of the duties of the Body Corporate under Section 30(1) of the Act.

52. Exclusive Use - Business Centre

The Owner or Occupier of Lot 1 shall have the exclusive use of the area delineated and identified as 404 on the attached Exclusive Use Plan marked "E" as referred to in Schedule E hereof for the purposes of the Caretaker establishing a business centre in which the Caretaker shall make available such services as the Caretaker shall consider appropriate, including facsimile facilities, photocopy facilities and vending machines. The Caretaker shall be responsible for the costs of all necessary services being provided to the area and shall be entitled to retain for the Caretaker's own benefit any income received for the services provided by the Caretaker in the area. The rights granted to the Caretaker under this by-law shall be subject to the Body Corporate having the right, free of charge, to conduct meetings and other business of the Body Corporate in the area at reasonable times and upon first giving reasonable notice to the Caretaker.

53. Special Right - Service Area

The Owner or Occupier of Lot 1 shall have the special right to use the area delineated and identified as 403 on the attached Special Right Plan marked "F" as referred to in Schedule E hereof for the purposes associated with the Caretaker's business including garbage compaction and garbage disposal. The Body Corporate shall continue to be responsible to carry out, at its own cost, its duties pursuant to the Act.

54. Special Right - Main Foyer, Ground Floor and Recreation Facilities

The Owner or Occupier of Lot 1 shall have the special right to use the area delineated and identified as 405 on the attached Special Right Plan marked "G" as referred to in Schedule E hereof and the area delineated and identified as 406 on attached Exclusive Use and Special Right Plan marked "D" as referred to in Schedule E hereof for purposes associated with the Caretaker's business. The Body Corporate shall continue to be responsible to carry out, at its own cost, its duties pursuant to the Act. The Caretaker shall allow access and egress by Owners and Occupiers of Lots and their guests and invitees. In relation to the area adjacent to Lot 3, the Owner or Occupier of Lot 3 shall be entitled to use such area for all of the purposes of operating the bar and bistro from such area including the provision of tables and seating provided that the Caretaker shall at its own cost provide, maintain and replace, as reasonably required in the bar and bistro, all furniture and decorations which shall be of a style, design and standard equivalent to the furniture and decorations installed throughout the main foyer and ground floor of the building.

55. Exclusive Use - Car parking

Each Owner for the time being of a Lot in the building shall be entitled to the exclusive use for himself and his licensee of the car space or spaces delineated on the attached Car Parking Plan marked "H" as referred to in Schedule hereof, the identifying number or numbers of which shall be notified in writing by Sunland Southbank Pty Limited to the Committee within 18 months after the date of the registration of the Building Units Plan. In respect of those spaces allocated pursuant to this By-Law, the committee is hereby authorised to vary the allocations so made and to transpose spaces or any part of those spaces from one Lot to another Lot at any time and from time to time on the written request of the Owners of the Lots involved. Each Owner to whom exclusive use of a car space or spaces is given pursuant to this By-Law shall use such space or spaces for the purposes of parking registered motor vehicles only, that are permitted on Queensland Roads as defined by the Department of Transport and Main Roads and shall not litter the car space or use the car space to create a nuisance. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act.

56. Exclusive Use - Air Conditioner Compressors

The Owner or Owners of Lots 258 to 268 inclusive shall be entitled to the exclusive use for themselves and their licensees of that part of the Common Property that contains their air-conditioning compressor that services their Lot as delineated and identified as 408 on the attached Exclusive Use Plan marked "I" as referred to in Schedule

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40. Penalties for Late Payment

- (a) The Body Corporate may by ordinary resolution fix a penalty to be paid by owners of Lots if the contribution, or instalment of the contribution, is not received by the Body Corporate by the date for payment fixed in notices of contribution given to the owners.
- (b) The penalty shall consist of simple interest at a stated rate (of not more than 2.5%) for each month the contribution or instalment is in arrears.
- (c) If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution or instalment of contribution, the Owner is jointly and severally liable with the other person for the payment of the interest.
- (d) The amount of any interest is recoverable by the Body Corporate as a liquidated debt

41. Tenants to have Notice of By • Laws

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

42. Rules May be Made

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

43. Observance of By - Laws

The duties and obligations imposed by these by-laws on an Owner of a Lot shall be observed not only by the Owner but by the Owner's tenants, guests, servants, employees, agents, children, invitees and licensees.

44. Notices

An Owner or Occupier of a Lot shall observe the terms of any notice displayed in the common area by authority of the Committee or of any statutory authority.

45. Cable TV

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

- (a) allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable Owners to connect to Cable Television.
- (b) 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 Common Property.

46. Caretakers Signs

The Caretaker shall be entitled to display signs or notices on the Common Property for the purposes of advertising any of the services provided and any of the activities conducted, by the Caretaker. However, such signs or notices shall first be approved by the Committee and shall be displayed in an orderly manner so as not to inhibit internal vehicle and pedestrian movements.

47. PABX Cabling

Should the Caretaker provide a PABX system for the building then in so far as may be reasonably necessary to facilitate operation of the system the Caretaker shall be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in a manner satisfactory to the Committee.

48. Storage Facilities

Apart from those storage areas provided to the Caretaker, the Caretaker can allocate the remaining storage areas to Owners or Occupiers of Lots. The Caretaker has the authority of the Body Corporate to manage the areas in a reasonable way (as determined by the Committee).

49. Exclusive Use - Storeroom for Caretaker

The Owner or Occupier of Lot 1 shall have the exclusive use of the area delineated and identified as 400 on the attached Exclusive Use Plan marked "A" as referred to in Schedule E hereof and the area delineated and identified as 402 of the Exclusive Use Plan marked "B" as referred to in Schedule E hereof, for the purposes of storage of materials essential for the operation of the caretaking business together with staff facilities. The Owner of Lot 1 shall be responsible for the performance of the duties of the Body Corporate under Section 114 of the Act.

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- (a) If the Committee in the exercise of any of its powers under these by-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any Jock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers thereof available to Owners upon payment of such a reasonable charge therefore as may be determined from time to time by the Committee.
- (b) An Owner of a Lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of the Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Occupier) to ensure return thereafter to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier.
- (c) An Owner of a Lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- (d) An Owner or Occupier of a Lot who is issued a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced. Any costs regarding the replacement or supply of additional keys shall be borne by the Owner or Occupier.

39. Bulk Supply of Electricity

The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to an energy maintenance system and to install, operate and maintain such system in the building and in such case the following shall apply:

- (a) the Body Corporate shall have the power to enter into a contract for the purchase of reticulated electricity, on the most economical basis for the whole of the building, from the relevant authority;
- (b) the Body Corporate shall have the power to sell reticulated electricity to Owners and Occupiers of Lots;
- (c) the Owners or Occupiers of a Lot shall purchase and use all electricity consumed in the building direct from the Body Corporate and shall not purchase electricity from any other source;
- (d) the Body Corporate shall arrange for the installation of a separate electricity meter for each Lot;
- (e) the Body Corporate shall not be required to supply to any Owner or Occupier of a Lot electricity requirements beyond those requirements which the relevant authority could supply at any particular time;
- (f) the price to be charged by the Body Corporate to the Owner or Occupier of a Lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying the electricity direct to each lot;
- (g) the Body Corporate shall render accounts to each Owner or Occupier of a Lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these by-laws, then an Owner of a Lot is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner became the Owner of the Lot;
- (i) in the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment, then the Body Corporate shall be 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 to the relevant Lot; and
- (j) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or any other cause whatsoever.

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No Owner or Occupier of a Lot will give any instructions to Body Corporate contractors. All requests are to be submitted in writing to the Caretaker or Secretary of the Body Corporate.

31. Auction Sale

No auction can be conducted on site without obtaining prior approval from the Committee and by following all directions by the Caretaker.

32. Committee to be Permitted to enter

Upon one (1) days' notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the said Owner or his tenants, guests, servants or agents).

33. Committee may employ

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

34. Recovery by Body Corporate

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

35. Recovery of Legal Costs

A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or money duly levied upon that person by the Body Corporate pursuant to the Act.

36. Security of Lots

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

37. Security

- (a) All security equipment installed on Common Property and used in connection with the provision of security for the parcel shall with the exception of that equipment installed upon any Lot be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which shall be maintained at the cost and expense of the owner of the Lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (b) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one (1) days' notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which in turn shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be at the cost and expense of the Owner of the Lot.
- (c) 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 parcel. Such rules and regulations shall not be inconsistent with these by-laws. The Owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

38. Security Keys

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An Owner shall not hang curtains or other window coverings visible from the outside of the Lot unless those curtains have a backing of such a colour and design as shall be approved by the Committee. An Owner or Occupier shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of the same approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that curtain backings and window tinting used in all Lots presents a uniform appearance when viewed from outside the building.

27. Display Unit

- (a) Whilst Sunland Southbank Ply Limited remains as Owner of any Lot in the building, it and its officers, servants and/or agents shall be entitled to utilise any unit in the building of which it remains an Owner, as a display unit, for the purpose of allowing prospective purchasers of any unit in the said building to inspect the unit or units.
- (b) Sunland Southbank Ply Limited shall be entitled, for the purposes of exercising its rights under Bylaw 27(a) to place such signs and other advertising and display material in and about the building, and on and about other parts of the Common Property, but the number and size of such signs or material shall not be more than is reasonably necessary.
- (c) Sunland Southbank Ply Limited shall be entitled, for the purposes of exercising its rights under Bylaw 27(a) to full and uninterrupted access to the building for itself and its officers, servants and/or agents during the hours of 10.00 am and 5.00 pm on each day. During those times, the Body Corporate shall ensure that all security doors and gates which restrict access to the building or other parts of the Common Property shall remain unlocked.

28. Illegal use of Lots Prohibited

An Owner or Occupier of a Lot shall not use his Lot for any purpose which may be illegal or injurious to the reputation of the parcel.

29. Use of Lots

- (a) The Body Corporate may enter into agreements from time to time, on such terms and conditions as the Body Corporate sees fit, with the Caretaker (being the Owner or Occupier of Lots 1, 2 and 3) for such party to:
 - (i) Provide caretaking and building management services, and operate a bar and bistro and a restaurant ("a Caretaking Agreement"); and/or
 - (ii) Provide all real estate activity including letting and ancillary services to such of the Owners or Occupiers of Lots who wish to avail themselves of such services ("a Letting Agreement").
- (b) Lot 1 may be used for both residential purposes and for the purposes of providing the caretaking and building management services and the real estate activity referred to in By-law 29(a) The Caretaker may be licensed by any government authority for any such activity.
- (c) Lot 2 shall be used only for the purpose of operating a licenced bar and restaurant.
- (d) Lot 3 shall be used only for the purpose of operating a licenced bar and bistro.
- (e) The Caretaker shall be entitled to obtain a liquor licence and shall be entitled to serve alcohol from Lots 2 and 3, any other residential lots or parts of the Common Property able to be licensed, to such persons as may be permitted from time to time pursuant to the conditions of the liquor licence.
- (f) All other Lots shall be used for residential purposes only, and no other Lot shall be used for the provision of any of the services nor the conduct of any activity referred to in this by-law.
- (g) The Body Corporate will not itself, directly or indirectly, provide any of the services or conduct any of the activities set out in this by-law or set out in any agreement entered into pursuant to this by-law.
- (h) The Body Corporate shall not without the consent of the Caretaker allow any person or entity, other than the Caretaker, to provide or conduct from the building or any other part of the Common Property, any of the services or activities referred to in this by-law.

30. Instructions to Contractors

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- (c) sufficient sound proofing measures must be incorporated so that when the air-conditioning system is operating it is not audible from another Lot or the Common Property.
- (d) where any plumbing work is required in the installation of the air-conditioning system, whether the proposed licensed plumber is suitably qualified to undertake such work.
- (e) where installation work requires the holing or cutting into walls, glass or another fixture, whether a satisfactory engineers report has been given detailing such work.

18.3 It is a condition of Committee approval to install an air-conditioning system that:

- (a) installation works are undertaken in accordance with the requirements and directions of the committee, as separately specified from time to time,
- (b) all works are undertaken with the laws and requirements of all authorities and regulators.
- (c) prior to commencing any work the on-site manager must be provided with the names and trade license number of each contractor to be engaged to install the air-conditioning system.

18.4 The Owner or Occupier of a Lot must ensure that any air-conditioning system servicing his Lot is properly maintained and serviced.

19. Windows and Glass

Windows shall be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

20. Water Wastage

An Owner or Occupier shall ensure that all water taps in his unit are properly turned off after use.

21. Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage 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 members of his household or his servants or agents or guests.

22. Repairs

All repairs to Lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the Lot.

23. Infectious Diseases

In the event of any infectious diseases which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot the Owner of such Lot shall give, or cause to be given, written 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 building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

24. Notice of Accident to be Given

An Owner or Occupier shall give the Committee prompt notice of any accident to or default in the water pipes, gas pipes, electrical 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 they may deem necessary for the safety and preservation of the said building as often as may be necessary.

25. Keeping Lots Clean

All Lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

26. Curtains

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display any sign, resale sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from the outside of the building, nor shall he do anything else whatsoever to alter the external appearance of any Lot or any part of the Common Property.

14. Storage of flammable liquids, etc

- (a) An Owner or Occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his Lot or upon 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 any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (b) An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any public authority for the time being in force.

15. Garbage Disposal

An Owner or Occupier shall:

- (a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition an adequately covered 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.

16. Keeping of Animals

Subject to Section 181 of the *Body Corporate and Community Management Act 1997* ('the Act'), an Owner or Occupier of a Lot shall not, without the approval in writing of the Body Corporate, keep any animal upon his Lot or the Common Property.

17. Structural Alterations

No structural alterations shall be made to any Lot [any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony (if any) of the Lot].

18. Installation of Air-Conditioning Systems

- 18.1 Air-conditioning systems shall not be installed in a Lot without the prior written approval of the Committee.
- 18.2 For the purpose of this By-law, the principal criteria of the Committee for approval to install an air-conditioning system includes but is not limited to the following:
 - (a) the air-conditioning system must:
 - (i) be located at floor level and wholly within the boundaries of the Lot;
 - (ii) not be visible from another lot or the ground level of the Scheme;
 - (iii) be positioned so that exhaust air blows away from any adjacent Lot;
 - (iv) have a water pump system incorporated to enable effective removal of condensate;
 - (v) have a dedicated power feed in accordance with the Australian Standard AS3000 Wiring Rules or any appropriate replacement Australian Standard; and
 - (vi) be of substantially the same colour as the building for those parts of the air-conditioning system situated on the balcony of the lot.
 - (b) condensate from the air-conditioning system must be disposed of through waste water pipes within the lot.

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8. Aerials

Outside wireless and television aerials may not be erected without written permission of the Committee.

9. Recreational Facilities

In respect of swimming pools, lagoons, spas, slides, sauna, showers, tennis courts, barbeque areas and the like and any other adjacent area (herein after called 'the Recreation facilities') excluding the bar and bistro area as mentioned below, the Owner or Occupier of a lot shall:

- (a) Ensure that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
- (b) Ensure that children below the age of 13 years are not in or around the same or any of them unless accompanied by an adult exercising effective control over them;
- (c) Ensure that alcoholic beverages are not taken to or allowed to remain in or around the same;
- (d) Ensure that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- (e) Ensure 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 same by other persons;
- (f) Ensure that no use is made of the Recreation facilities and surrounding areas between the hours of 10.00 pm and 6.30 am on any day without the approval of the Committee. Notwithstanding this provision, the water slide will only be used between the hours of 9.00 am and 5.00 pm;
- (g) Obey any direction given by the Owner or Occupier of Lots 1, 2 and 3 ('the Caretaker') or any representative of the Caretaker (including the lifeguard) for the behaviour of persons in these areas.

10. Maintenance of the Recreation facilities and other areas

An Owner or Occupier of a Lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with a Recreation facility or any other area of Common Property or add any chemical or other substance to them.

11. Rules

The Committee may make rules from time to time with respect to the use of Recreational facilities including, without limitation, the reservation of use of any such areas or part thereof for a particular Owner and their guests.

12. Behaviour of Invitees

- (a) The Owner or Occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (b) The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or Occupier or their invitees.
- (c) The Owner of a Lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license 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.
- (d) The duties and obligations imposed by the by-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.

13. Appearance of Building

Except as may be otherwise expressly provided for in the by-laws, an Owner or Occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or

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SCHEDULE C BY-LAWS**"SUN CITY RESORT" COMMUNITY TITLES PLAN NO 289898****1. Noise**

- (a) An Owner or Occupier of a Lot shall not upon the Community Titles Scheme ('the Scheme') create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- (b) The Occupier of a Lot must not hold or permit to be held any social gathering in the Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of the day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979*.
- (c) In the event of any unavoidable noise in a Lot at any time the Owner or Occupier thereof shall take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- (d) Guests leaving after 11:30 pm shall be requested by their hosts to *leave* quietly. Quietness also shall be observed when an Owner or Occupier of a Lot returns to the Lot late at night or early morning hours.

2. Obstruction

An Owner or Occupier of a Lot shall not obstruct lawful use of Common Property by any person.

3. Damage to Lawns etc. on Common Property

An Owner or Occupier shall not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) Except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

4. Damage to Common Property

- (a) An Owner or Occupier of a Lot shall not, mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property, except with the consent in writing of the Body Corporate, but this By-Law does not prevent an Owner or person authorised by him from installing:
- (b) Any locking device for the protection of his Lot against intruders, which must comply with the current Queensland Fire and Safety Regulations; and
- (c) Any screen on the balcony sliding doors only, to prevent the entry of insects upon his lot.

5. Owner not to Litter

The Owner or Occupier of a Lot shall not 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 the windows or doors or down the staircase, from balconies, from the roof or in a passageway of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Owner of the Lot.

6. Depositing Rubbish, etc. on Common Property

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

7. Vehicles

Save where a by-law authorises him to do so, an Owner or Occupier of a Lot shall not park or stand any motor or other vehicle upon Common Property other than in areas provided except with the consent in writing of the Body Corporate.