

**SCHEDULE C  
BY-LAWS****1. NOISE:**

- (a) An owner or occupier of a lot, their guest, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the common property. In particular no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owners or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- (b) 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.
- (c) Guests leaving after 11.00 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.
- (d) The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- (e) An owner or occupier of a lot shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

**2. VEHICLES**

- (a) The Owner or occupier of a lot must not without the Body Corporate's written approval:
  - (i) park a vehicle or allow a vehicle to stand on the common property; or
  - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated visitor car park.
- (b) Approval under 2(a) must state the period for which it is given.
- (c) However the Body Corporate may cancel an approval under 2(a) by given seven (7) days written notice to the owner or occupier.
- (d) An owner or occupier shall only allow bona fide visitors to lots to occupy an area designated as a visitors car parking space

**3. OBSTRUCTION:**

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

**4. DAMAGE TO LAWNS, ETC, ON A COMMON PROPERTY:**

- (a) The owner or occupier of a lot must not, without the Body Corporate written approval;
  - (i) Damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (ii) Use a part of the common property as a garden.
- (b) Approval under 4(a) must state the period for which it is given.

- (c) However the Body Corporate may cancel and approval under 4(a) by giving seven (7) days written notice to the owner or occupier

5. DAMAGE TO COMMON PROPERTY:

- (a) An owner or occupier of a lot must not, without the Body Corporate's written approval mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property
- (b) However and owner or occupier may install a locking or safety device to protect the lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building
- (c) The owner or occupier of the lot must keep a device installed under 5(b) in good order and repair.

6. OTHER COMMON PROPERTY:

The pathways, drives and other common property shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of a owner or any of them used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. The occupier of a lot shall not permit:

- (i) Any invitees to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors parking bays on the common property, and shall use such areas only for its intended purpose of casual parking:
- (ii) Major mechanical work of any nature to be carried out on any vehicle in the driveways of a lot;
- (iii) The riding of skateboards, roller blades, skates, carts or any other similar means of transport on or over the common property, in driveways or on footpaths.

7. DEPOSITING RUBBISH ETC, ON COMMON PROPERTY:

Subject to the requirements for garbage disposal under By-law 12, an owner or occupier of a lot must 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 any person lawfully using the common property.

8. USE OF LOTS:

- (a) All lots shall be used for residential purposes only except for Lot 111 (the "Nominated Lot") which may be used for the conduct of the caretaking and management of the building and for the business of the letting of lots and ancillary services.
- (b) The owner or occupier of the Nominated Lot may conduct the business of letting of lots and the provision of ancillary services and may be licensed by an government departments or authority for that purpose.
- (c) The Body Corporate is authorised to enter in to Agreement from time to time with the owner or occupier of the Nominated Lot as to the conduct of the letting activated and any ancillary services on such terms and conditions as the Body Corporate deem fit by ordinary resolution in general meeting.

9. APPEARANCE OF LOT:

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (b) The owner or occupier of a lot must not, without the Body Corporate's written approval;

- (i) Hang washing, bedding, or another article if the article is visible from another lot or the common property or from outside the scheme land; or
  - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property or from the outside scheme land.
- (c) An owner or occupier shall not install, renovate, and/or replace curtains visible from outside any lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds or other windows covering may be installed unless the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building.
- (d) No external blinds shall be erected without the previous consent in writing of the Body Corporate
- (e) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.

#### 10. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS:

- (a) The manner and style of any structural fitout or structural alterations 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 request. 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 consultant. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. This By-Law shall not apply to the original owner.
- (b) Owner and occupiers of lots are to ensure that excessive noise from their lot does not impact excessive into other lots, any buildings modifications to living, sleeping, kitchen floor, or ceiling systems must be engineered to ensure that this system maintains a field floor impact isolation class (through upper or lower floors) in excess of an Impact Insulation Class of 55 (IIC 55) to upper or lower living or sleeping areas, this applies in particular to where soft floor systems (e.g. carpet) are replaced with hard floor system (e.g. tile, parquetry or marble) or to changes to ceiling or bulkheads. It is acceptable to use laboratory testes IIC data from supplier's literature subject to the laboratory rating being selected as IIC 60. Any changes are to meet the requirement of ISO standard ISO 140-7 1988 Acoustics Measurement of sounds insulation in buildings and building elements – Part 7 : Field measurement of impact sounds isolation of floors. "Impact Insulation Class (IIC)" is a single figure rating that can be used for comparing floor-ceiling assemblies for general buildings design Purposes.  
No alterations covered by this By-law shall be made to a lot without the owner or occupier first providing evidence of compliance with this By-law to the Body Corporate.

#### 11. STORAGE OF FLAMMABLE SUBSTANCES:

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property
- (b) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this section does not apply to the storage of fuel in;
- (i) The fuel tank of a vehicle, boat or internal combustion engine; or

- (ii) A tank kept on a vehicle or boat in which the fuel is stored under the requirement of the law regulating the storage of flammable liquid.

12. GARBAGE DISPOSAL:

The owner or occupier of a lot must –

- (i) Dispose of all garbage by the garbage chute provided on each level of the buildings or otherwise use any other receptacle or facility provided by the Body Corporate for the disposal of garbage;
- (ii) Comply with all house rules approved by the committee from time to time with respect to disposal of garbage, in particular with respect to the use of the garbage chutes;
- (iii) Comply with all government local laws about the disposal of garbage;
- (iv) Ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots;
- (v) Ensure that empty bottles, boxes, used containers and similar contains are stored tidily and so far as possible, out of sight.

13. NOTICE OF ACCIDENT:

An owner or occupier of a lot shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to that owner or occupier's 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.

14. NO FIRE RISKS:

An owner or occupier of a lot shall not bring to, do or keep anything in a lot which shall increase the rate of fire insurance on the buildings or any property on the subject land, or which may conflict with the law and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being forced.

15. WATER CLOSETS:

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweeping or other 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 the owner's own actions or those of the owner's servants, agents, lessees, licensees or invitees.

16. REPLACEMENT OF GLASS:

Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at the owner or occupier's expenses with fresh glass the same kind of weight as at present if broken or cracked. This by law does not prohibit an owner from making a claim on the body Corporate insurance.

17. INFECTIOUS DISEASE:

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee 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.

18. RADIOS:

The owner or occupier of a lot shall not operate or permit to be operated upon the parcel 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. KEEPING OF ANIMAL:

19.1 This By-Law is subject to Section 181 of the Act.

19.2 For the purpose of this By-Law the word "Animal" means either a cat, dog or bird.

19.3 An Owner or Occupier of a Lot is entitled to keep one cat or one dog or one bird (no other types of animals except for fish are allowed) on the Lot on the condition that the Lot Owners or Occupier obtains the prior written consent of the Committee.

19.4 Any approval granted by the Committee for an Animal will be subject to the following conditions:

- (a) Committee approval shall be limited to one Animal per Lot.
- (b) The Animal must be toilet trained and domesticated.
- (c) The Animal must not weigh more than ten kilograms (10kgs) when fully grown in the reasonable opinion of the Committee.
- (d) An Occupier or tenant of a Lot must provide to the Committee:
  - (i) written approval from the Lot Owner consenting to an Animal being kept within that Lot signed by the Lot Owner;
  - (ii) if any regulation requires the Animal to be registered with the Gold Coast City Council, evidence of registration;
  - (iii) a photo of the Animal, fourteen (14) days prior to the Animal being kept in the Lot; and
  - (iv) vet certification of weight, breed and current vaccinations.
- (e) An Owner of a Lot must provide to the Committee:
  - (i) if any regulation required the Animal to be registered with the Gold Coast City Council, evidence of registration;
  - (ii) a photo of the Animal, fourteen (14) days prior to the Animal being kept in the Lot; and
  - (iii) vet certification of weight, breed and current vaccinations.
- (f) Approval to domicile an Animal within the Lot shall be approved or denied by the Committee seven (7) days after the Lot Owner or Occupier supplies the information required by this By-Law and prior to the Animal taking up residence in the Lot. If the Animal is not approved within this time frame the Animal will be deemed not to be approved until such time as the Committee gives express written approval.
- (g) When in the Scheme Land of Animal must be domiciled within the Lot at all times.
- (h) The Animal must not cause a nuisance to, or disturb, any other Lot Owner or Occupier or visitor.

- (i) Subject to paragraphs (j), (k) and (l) of this By-Law the Animal is not permitted in the BBQ area, the pool, the gymnasium, the guest lounge, the sauna, the main foyer or other Common Property areas.
- (j) The Animal is only permitted on the Common Property for the purpose of ingress or egress to a Lot.
- (k) An Animal must exit and enter the Scheme via the lift to the basement.
- (l) An Animal must not cross over any of the areas of the Common Property inside the building including the main foyer, the lifts or hallways unless it is being carried by its Owner.
- (m) The Animal must not defecate whilst on the Common Property.
- (n) If the Animal is a dog or cat must be restrained on a leash which is no longer than two (2) metres in length during transfer to and from a Lot and the Common Property to the outside of the Scheme. Where the Animal is a bird the Animal must be restrained.
- (o) The Animal must be domesticated, kept clean, quiet and controlled at all times while on the Common Property.
- (p) The Owner of the Animal must indemnify the Body Corporate from any legal action, claim, damages, injury or compensation arising from any breach of this By-Law.
- (q) Where the Animal is a cat or a dog, the Animal must wear an identification tag clearly showing the Owner's unit number, address and telephone number.
- (r) Where the Animal is a cat, it must wear a collar bell.

19.5 Any Animal that has not been approved by the Committee or breaches these By-Laws must be removed from the Scheme Land within a reasonable time after a written demand by the Committee.

## 20. AUCTION SALES:

An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in a lot or in the dwelling or upon the parcel without the prior approval in writing of the Committee of the Body Corporate.

## 21. DUTIES OF THE BODY CORPORATE:

- (a) The Body Corporate shall ensure that the overall appearance of the parcel shall remain uniform and as such will perform the duty of the owners to re-paint the external surfaces of the building requiring such repainting situated with the parcel and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear.
- (b)
- (c) All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund
- (d) Authority to expend funds in excess of the prescribed amount pursuant to Division 6 of the Accommodation Module Regulations 1997 to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a General Meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- (e) The owner, occupier or mortgagee shall not alter the external colour scheme of any structure on a lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate.

**22. COMMITTEE MAY MAKE RULES:**

The Committee may make rules relating to the Common Property and in particular as to security and for the swimming pool and recreational facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the owners.

**23. SUBMISSION OF MOTIONS:**

The Committee of the Body Corporate is empowered to submit motions to general meetings of the Body Corporate.

**24. MAINTENANCE OF LOTS:**

- (a) Each owner shall be responsible for the maintenance of that owner's lot and shall ensure that it is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise.
- (b) An owner or occupier of a lot shall ensure that the owner or occupier's car space and storage area are kept neat and tidy and that the appearance of the car space and storage area does not detract from the appearance of the complex.

**25. USE OF SWIMMING POOLS AND RECREATIONAL FACILITIES:**

- (a) In relation to the use of the swimming pool, recreational facilities and adjacent areas (the "Recreational Facilities") and owner or occupier of a lot shall ensure that:-
  - (i) Invitees and guest f onto use the Recreational Facilities unless an owner or occupier accompanies them;
  - (ii) Children below the age of 13 years are not in or around the Recreational Facilities unless accompanied by an adult owner or occupier exercising effective control over the;
  - (iii) Glass containers or receptacles of any type are not taken to or allowed to remain in or around the Recreational Facilities other than the designated barbeque areas;
  - (iv) 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 pool by other persons;
  - (v) No use is made of the swimming pool and surrounding areas between the hours of 10.00 pm and 7.00 am without consent of the Body Corporate Committee.
- (b) The Caretaker authorised by the Body Corporate pursuant to By-laws 22 shall regulate the daily use of the facilities on common property as authorised by agreement with the Body Corporate to do so.

**26. MAINTENANCE OF SWIMMING POOL:**

An owner or occupier of a lot shall not without proper authority operate, adjust, interfere with the operations of any equipment associated with the swimming pool or add any chemical or other substance to the same.

**27. NOTICES:**

An owner or occupier of a lot, together with the owner or occupier's servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common area by authority of the Body Corporate or of any statutory authority.

**28. COPY OF BY-LAWS:**

Where any lot or common property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

**29. BEHAVIOUR OF INVITEES:**

- (a) An owner or occupier of a lot shall take all reasonable steps to ensure that the owner or occupier's invitees do not behave in a manner likely to interfere with the peacefully enjoyment of the owner or occupier of another lot or of any person lawfully using 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 that 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 the owner under that 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 these By-laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also but the guests, servants, employees, agents, children, invitees and licensees of that owner or occupier.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner or occupier of a lot of the guests, servants, employees, agents, children, invitees, or licensees of the owner or occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a dent in any action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred

**30. SECURITY:**

The committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:

- (i) Close off any part of the common property not required for ingress or egress to a lot, storage areas or car parking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
- (ii) Permit any designated part of the common property to be used by any security person, firm or company) to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
- (iii) Obtain, install and maintain locks, alarm, communications system and other security devices.

**31. SECURITY KEYS:**

- (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 lock or similar security device, it may supply such a number of keys or operating systems as it determines available to owners or occupiers free of charge and thereafter may at its discretion make additional numbers thereof available to owners or occupier upon payment of such reasonable charge thereof as may be determined from time to time by the Committee.
- (b) An owner or occupier 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 a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure the return to the owner or to the Body Corporate upon the occupier ceasing to be an occupier;
- (c) An owner or occupier 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 Body Corporate 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 of that lot and is not disposed of otherwise than by returning it to the Body Corporate;

- (d) And owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if it is lost or misplaced.
- (e) Any consent or approval given by the Body Corporate pursuant to these by-laws shall, if practicable, be revocable upon notice to the owner or occupier for the time being having the benefit of that consent or approval.

**32. RECOVERY OF MONEY FOR DAMAGE:**

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Body Corporate shall 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.

**33. RECOVERY OF MONEY FROM OWNERS:**

- (a) If the Body Corporate incurs or is required to pay any costs of expenses (including legal costs calculated on a solicitors and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the By-law included any former owner or occupier of the relevant Lot) due to a default by that owner or occupier in the payment of any money to the Body Corporate or a breach of these By-laws or for any other reasons whatsoever such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be liquidated debt due and payable by the owner or occupier to the Body Corporate.
- (b) An owner (which expressions shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitors and own clients costs), such amount to be deemed a liquidated debt, incurred in:-
  - (i) recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;
  - (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including but not limited to, applications for an Order by the referee, appeals to the Tribunal and appeals to the Court.
- (c) In the event that the owner (or the mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
  - (i) treat such costs and expenses as a liquidation debt and take action for the recovery of same in any Court of competent jurisdiction; and
  - (ii) enter such costs and expenses against the levy account of that owner, in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's Lot failing which the purchaser of that Lot shall be liable to the Body Corporate for the payment of those costs and expenses.

**34. CARETAKING AND LETTING AGREEMENTS:**

- (a) Only Lot 111 in the Community Titles Scheme ("the Caretaker's lot") may be used both for residential purposes and for the purposes of management of the Community Titles Scheme, caretaking of the Community Titles Scheme, and letting of lots for the benefit of those owners of lots in the Community Titles Scheme who require that service, and the provision of any ancillary services offered by the owner or occupier or company or trust associated with the owner or occupier of the Caretaker's lot (the "Agent") the right to carry on in the Community Titles Scheme a letting agency for the benefit of those owners of lots in the development who require that service

and any ancillary services and for that purpose to enter into an appropriate agreement on such terms and conditions as the body corporate may deem fit.

- (b) To the extent that it is lawfully able to do so, the Body Corporate shall not, without the Agent's written consent, lease or agree to lease or grant any licence in respect of any part of the common property, or grant or agree any right, to any person other than the Agent for the purpose of conducting any business or service of the same or similar nature as any aspect of the letting business.
- (c) To the extent that it is lawfully able to do so, the Body Corporate shall not, without the Agent's prior written consent, grant or agree to grant to any person other than the Agent any right to provide any of the following services:-
  - (i) The hiring of television sets, cots, mattresses beds and bedding, linen, cutlery, radiators, fans, prams and strollers, cooking equipment, furniture and the like;
  - (ii) Car washing and/or polishing service within the development or the appurtenances thereof or the unit cleaning or room service facilities;
  - (iii) The advertising or vending in the development of the above services or any other service or article (other than food and beverages), or acting as travel agent or vending tours or the like.
- (d) The owner or occupier of the Caretaker's lot may without the consent of the committee display signs or notices for the purpose of offering for lease or for the letting of any lot and the provision of services to occupants of lots.

**35. EXCLUSIVE USE – CAR SPACES:**

The owner for the time being of the lot shall be entitled to the exclusive use by the occupier of that lot of the carparking space the identifying number of which is set out in Schedule E and the attached Plans marked 6827-EU-6 and 6827-EU-7. Each owner or occupier shall not litter the area or use it so as to cause a nuisance to any other owner or occupier.

**36. EXCLUSIVE USE – STORAGE:**

The owner for the time being of the lot shall be entitled to the exclusive use by the occupier of that lot of the storage area the identifying number of which is set out in Schedule E and the attached Plans marked 6827-EU-6 and 6827-EU-7. Each owner or occupier shall use the area for the purpose of storage only and shall not litter the area or use it so as to cause a nuisance to any other owner or occupier.

**37. CAR PARKING AREAS – CLEANING AND MAINTENANCE:**

The car parking levels of the scheme shall be kept in a clean and tidy condition at all times. Any parts of the car park areas which are allocated as common property for exclusive use or as part of the title of a lot in the scheme must be kept clean and tidy by the associated owner ("the entitled owner"). If the Body Corporate expends any money on the cleaning and maintenance of any part of the car parking area (which it shall be entitled to so do if this By-law is not complied with by the entitled owner), then the Body Corporate shall be paid by the entitled owner a proportion of the cleaning and maintenance expenses incurred by the Body Corporate relevant to the particular car park or car parks, as a debt due and owing by the entitled owner and By-law 32 shall apply to such moneys.

**38. RESTRICTED ACCESS TO CAR PARKS:**

So as to regulate the proper use of car parking areas within the building by those persons entitled to their use, the Body Corporate may install and maintain gates and similar devices across the driveway on the common property which restrict access, provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card or similar devices.

**39. INSTRUCTIONS TO CONTRACTORS:**

An owner or occupier of a lot shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

**40. DEVELOPER'S DISPLAY UNIT:**

Whilst CYPRESS PROPERTIES PTY LTD remains an owner of any lot in the Scheme it and its respective servants and/or agents shall be entitled to utilise any lot in the Scheme of which it remains an owner as a display lot for the purpose of allowing prospective purchasers of any lot in the said Scheme to inspect such lot or lots, and further shall be entitled to place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

**41. RIGHT OF ACCESS:**

Where any utility infrastructure crosses through or over any part of a lot in the scheme or the common property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

**42. OVERRIDING BENEFIT TO DEVELOPER:**

Nothing in these By-Laws shall apply to constrain or deny CYPRESS PROPERTIES PTY LTD or any successor in title the right to fully and freely carry out construction, repair or renovation within the Scheme or to have any contractors, agents or employees undertake construction or sales activities within the scheme. Particularly, the Developer shall have right of access over common property for all purposes associated with the development of further lots and the right to link the further development to existing services such as electricity, water, drainage, gas and telephone. Owners of lots shall not be entitled to object or otherwise attempt to stop or interfere with this activity relating to further development.

**43. FUTURE STAGE EXCLUSIVE USE ALLOCATIONS:**

The Developer shall be entitled to allocate common property by way of exclusive use By-laws applicable to lots in the future stages of the development for car parking, storage and private use areas for the benefit of owners of occupiers of lots.

**44. SUPPLY OF ELECTRICITY, GAS OR HOT WATER:**

The Body Corporate may purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain a supply system for the scheme of electricity, gas and/or hot water to the lots in the Scheme, (hereinafter called "energy products" and to such case the following apply:

- (i) each owner shall purchase and use all energy products consumed in the lot direct from the Body Corporate and shall not purchase energy products from any other source;
- (ii) the Body Corporate shall arrange for the installation of separate energy product meters for each lot;
- (iii) the Body Corporate shall not be required to supply to any owner energy products requirements beyond those requirements which the relevant authority could supply at any particular time;
- (iv) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of energy products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (v) to the extent allowed under the Regulation Modules, the Body Corporate may charge owners for the supply of reticulated energy products, including the cost of purchasing reticulated energy products, the installation, maintenance and operation of utility infrastructure associated with the services, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts;

- (vi) the Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (vii) liability to pay an account rendered in relation to a lot pursuant to this By-law is enforceable jointly and severally against the owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;
- (viii) in the event that a proper account for the supply of reticulated energy products is not paid by its due date for payment, then the Body Corporate shall be entitled to:
  - (1) recover the amount of the unpaid amount or amounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
  - (2) disconnect the supply of reticulated energy products to the relevant lot;
- (ix) an owner or occupier shall ensure that any energy product installation is maintained free to any deface which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any energy products installations;
- (x) for the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specific articles.

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

##### **A. Explanation of Unequal Lot Entitlements:**

The contribution lot entitlements for each lot are not equal because the circumstances are such that it is just and equitable for them not to be equal. The lots have different natures, features, and characteristics. Not all lots are the same size. Not all lots are expected to have the same number of occupants. Not all lots will access the common property in the same way. The contribution lot entitlements have been varied from equal only to the extent that it is just and equitable. The methodology used to vary the contribution lot entitlements from a state of equality is as follows:-

- (a) Each lot's contribution lot entitlement compared to the total contribution lot entitlement is equivalent to that proportion of the cost that the lot is either:- (i) Causing the body corporate, or (ii) Benefiting from the particular body corporate's expenditure.
- (b) The body corporate budget has been analysed and the expenditure categorized according to the cause / benefit rationale. Expenses that benefited all lots equally were shared between the lots equally. Expenses that were caused by the size of the lot (for instance painting and many other sinking fund items) were shared according to the size of the lot. Expenses that benefited only certain lots were shared according to that benefit.

##### **B. Progressive Development**

1. To facilitate the progressive development of the Trilogy Community Titles Scheme (as identified in Schedule B), the Original Owner may, at any time, enter on to the Scheme Land (or any part of it), the common property and any lot in the Trilogy Community Titles Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the following works:-

- (a) excavation and general earthworks;
- (b) the construction of common property areas (including roads);