

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**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.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- (c) Reference to the whole includes any part of the whole.
- (d) If any by-law is inconsistent with any by-law applying to the Principal Scheme, then the by-law will be of no effect to the extent of the inconsistency.
- (e) Where any by-law applies to an Owner, it will also apply to an Occupier (if the context permits).
- (f) Where any by-law applies to an Occupier, it will also apply to an Owner (if the context permits). This does not apply to any special rights or exclusive use that is given to an Occupier, it being acknowledged that these can only be given to an Occupier.
- (g) If it is held by any Court that any by-law (or any part of a by-law) is void, voidable, unlawful or invalid, it will be severed from this Schedule C.

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2. Definitions

- (a) 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* (Qld) and the Regulation Module applying to the Scheme.

**Body Corporate** means the Body Corporate established upon the creation of the Scheme.

**Body Corporate Manager** means the company duly appointed at general meeting to assist the Body Corporate with the administrative running of the Body Corporate.

**Building** means any building on the Scheme Land.

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

**Caretaker** means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.

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

**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.

**Gate** means any form of gate or structure serving a purpose similar to a gate.

**Gate Keys** means any form of key, code, remote control or similar device to control Gates which Occupiers and Owners are authorised to open and close.

**Heavy Vehicle** includes a motor vehicle in excess of two (2) tonnes weight unloaded.

**Home Occupation** means the use of the relevant Lot as professional offices to provide consulting services, information technologies or as a mail order business, or such other lawful uses as determined by the Committee (acting reasonably). However, in no circumstances will this extend to use of a Lot for a Real Estate Business.

**Improvements** means buildings, 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.

**Invitee** means any person on the Scheme land with the permission of an Occupier or Owner.

**Letting Agent** means the person authorised by the Body Corporate as a letting agent for the Scheme.

**Lot** means a lot in the Scheme.

**Motor Vehicle** includes motor bikes but does not include motor vehicles in excess of 2 tonnes weight, caravans, camper-vans or mobile homes.

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

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

**Real Estate Business** means the business of acting as agent for Owners of Lots in relation to either the sale or rental of Lots. It also extends to ancillary functions such as advertising Lots for rent or sale, negotiating sales or rentals, managing rented Lots and liaising with Owners or Occupiers in relation to these activities, whether or not a payment or commission is received or payable.

**Recreation Facilities** includes the swimming pool, barbecue area, function room, gym, communal toilets and similar communal areas and facilities on the Scheme Land.

**Regulation Module** means the regulation module that applies to the Scheme.

**Renovation** means:

- Any structural alteration including, however not limited to alterations to foundation structures, roofing structures providing protection and essential supporting framework (including, however not limited to, load-bearing walls);
- Any alteration which attempts to, or has the purpose of, enclosing a balcony;
- Any alteration to or involving Common Property;
- Any kitchen or wet area renovation or works which are not of a minor nature;

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- Any electrical, plumbing or gas works which are not minor in nature; and
- Any removal of internal walls or reconfiguration of a lot.

**Scheme Land** means all the land contained in the Scheme.

**Scheme** means Edgewater Residences Community Titles Scheme 45354.

**Social Function** means a private gathering of a number of people.

**Smoke** means to hold or otherwise have control over an ignited smoking product, or for a personal vaporiser (including electronic cigarettes and other similar devices) where the person is inhaling through the vaporiser.

**Vehicle** means any type of car, motor bike or other form of transport which the Committee (acting reasonably) designates as a 'vehicle' from time to time.

**Visitor** means a bona fide visitor invited onto the Scheme land by an Occupier.

**Window Coverings** means curtain, blind, venetian or roller shade or shutter.

**INTRODUCTORY BY-LAWS**

**3. Noise, Nuisance and Behaviour**

- (a) An Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (i) Causes a nuisance or hazard;
  - (ii) Interferes unreasonably with the use and enjoyment of another Lot; or
  - (iii) Interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**4. Smoking**

- (a) An Owner, Occupier or Invitee must not Smoke:
- (i) In a completely or substantially enclosed area on the Common Property;
  - (ii) On the Common Property such that it unreasonably interferes with the use or enjoyment by another person of a Lot or the Common Property; or
  - (iii) In their Lot (including a balcony forming part of a Lot) such that it unreasonably interferes with the use or enjoyment by another person of another Lot or the Common Property.

**5. Observance of these By-Laws**

- (a) The duties and obligations imposed by these by-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier, but by the tenants, guests, servants, employees, agents, children, Invitees and licensees of such Owner or Occupier.
- (b) An Owner whose Lot is subject to a tenancy agreement, licence or lease must take all reasonable steps to ensure that the tenant, licensee or lessee is aware of, and will comply with, the by-laws.
- (c) An Owner or Occupier of a Lot must take all reasonable steps to ensure that his/her Invitees do not behave in a manner likely to unreasonably interfere with the use or enjoyment of another Lot, or of any person lawfully using the Common Property.
- (d) Invitees of an Owner or Occupier are not permitted to bring pets into the Scheme without the prior written approval of the Committee. The application process and conditions for bringing pets into the Scheme are detailed in the relevant by-law.

**6. Lots Under Tenancy**

- (a) If an Owner's Lot is under a tenancy/tenant agreement, meaning that it is being let to an Occupier, the Owner and/or its duly appointed property manager/agent or whoever manages the tenancy, must, as soon as practically possible after the tenancy agreement has been executed by both parties, provide the Body Corporate with the following:
- (i) The full names of the tenant/s as they appear on the tenancy agreement;
  - (ii) The nominated address for service of the tenant;
  - (iii) The term of the tenancy;

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- (iv) The name and service address of the owners' letting agent for the tenancy; and
- (v) And any other information the Body Corporate considers reasonably necessary.

**7. Body Corporate Roll**

- (a) All Owners must provide for the Body Corporate roll:
  - (i) The full name/s of the Owner/s;
  - (ii) Their residential address;
  - (iii) Their address for service (if different to their residential address);
  - (iv) Their email address; and
  - (v) Their contact telephone number.
- (b) For the avoidance of any doubt, the above required contact details pursuant to subsection (a) must be that of the Owner/s, and must not be that of an agent or nominee, unless the Owner is a company and the details are of the owner company's nominee.

**8. Zoning**

- (a) Occupiers and Owners must ensure strict compliance with Local (Gold Coast City Council) and State Government zoning requirements set forth for the Body Corporate and the location of the Scheme, including however, not limited to, as regards:
  - (i) The use of their Lot;
  - (ii) The permitted number of habitable spaces; and
  - (iii) Over-crowding.

**9. Zero Tolerance Policy**

- (a) The Body Corporate has a Zero Tolerance Policy to promote an amicable and secure community environment for the peaceful enjoyment of all Occupiers and to protect the Edgewater Residences name in the real estate market.
- (b) The policy is embodied in 3 core principles:
  - Respect: That the rights and dignity of people are honoured and defended.
  - Justice: That people are treated fairly.
  - Beneficence: That no harm is done to others and the vulnerable are protected.
- (c) The by-laws impose duties and obligations on Owners and Occupiers to ensure that no conduct interferes with the peaceful enjoyment of others. Dysfunctional behavior, which includes, but is not limited to, aggression, bullying, discourtesy, discrimination, excessive noise, harassment, intimidation, threats and vandalism, will not be tolerated.

**10. Communications**

- (a) Owners and Occupiers shall ensure that their communication with the Body Corporate (including its Committee, Caretaker, Body Corporate Manager, Contractors or other representatives and/or agents) is sent in accordance with the following:
  - (i) Written communication shall only be sent by pre-paid post or email at the address of the Body Corporate Manager. Accordingly, no email may be sent directly to the Committee unless the Committee invites this mode of written communication;
  - (ii) A maximum of one piece of written communication may be sent per week, unless the Committee invites additional written communication;
  - (iii) Any item of written communication shall be limited to a maximum of 2 pages in length containing a maximum of 1,000 words;
  - (iv) Verbal communications shall not be made by telephone to the Committee unless expressly invited to do so;
  - (v) Written and verbal communication with the Committee must always be courteous and not abusive or offensive;
  - (vi) The Committee is permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;

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- (vii) The Committee is not required to acknowledge receipt of any written communication; and
- (viii) The Committee must act reasonably in determining whether any communication requires a response, including considering whether the communication repeats a matter already addressed in previous communications.

**11. Telephone Communication with the Body Corporate**

- (a) Telephone communication (including leaving voicemails or text messages) to the Body Corporate the Body Corporate (including its Committee, Caretaker, Body Corporate Manager, Contractors or other representatives and/or agents) may only be made in the event of a genuine emergency or where the Body Corporate or Committee expressly invited it.
- (b) Telephone communication may only be made to a telephone number expressly nominated for that purpose by the Body Corporate or Committee.
- (c) Other than in circumstances above, all communication with the Body Corporate or Committee must be in written form and addressed only to the postal or email address nominated for that purpose by the Body Corporate and comply with and other communications by-law.

**VEHICLES, PARKING & PATHWAYS/DRIVEWAYS**

**12. Vehicles**

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's prior written approval, park a Vehicle or allow a Vehicle to stand on the Common Property or any easement area to which the Body Corporate has use, unless the area has been granted to the Owner/Occupier by exclusive use rights for the purpose of parking vehicles.
- (b) An approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under subclause (a) by giving 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 Visitor Car Parking space and shall ensure compliance with any visitor parking by-law.
- (e) Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property, or otherwise cause a nuisance or annoyance to other Owners and Occupiers.
- (f) Owners and Occupiers and their Invitees shall observe all parking and road rules sign posted on the Common Property.
- (g) An Occupier shall not, without the prior approval of the Body Corporate:
  - (i) Drive, or permit to be driven, any Heavy Vehicles over Common Property;
  - (ii) Permit any Invitees' Vehicles to be parked on the roadway or cause any obstruction over the Common Property at any time;
  - (iii) Permit any boat, trailer, caravan, jet ski, motorbike, camper trailer campervan or mobile home (or the like) on Common Property, or on a Lot unless it is parked in the designated garage of the Lot;
  - (iv) Permit the occupation of a caravan, camper trailer, campervan, mobile home (or the like) on the Common Property or within a Lot; or
  - (v) Park any boat, trailer, caravan, jet ski, motorbike, camper trailer or the like within/on the Occupier's courtyard or balcony.
- (h) The Body Corporate reserves its rights to seek for a vehicle parked in contravention of this by-law to be towed.

**13. Visitor Car Parking**

- (a) The Body Corporate may in its absolute discretion, however pursuant to Local Government and relevant planning bodies conditions, nominate car parking spaces within the Common Property for use by Invitees. Such areas will be marked with signage and named 'Visitor Car Parking'.
- (b) The Owner or Occupier of any Lot must ensure that their Visitors do not park or stand their Vehicles on the Common Property unless within a designated Visitor Car Parking bay.

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- (c) A car parking bay which is a designated Visitor Car Parking bay must remain available at all times for the sole use of Visitors of Occupiers of Lots. To avoid any doubt, Owners and Occupiers are not permitted at any time to park within the designated Visitor Car Parking bays.
- (d) To ensure the availability of Visitor Car Parking at the Scheme, Visitors are permitted to park their Vehicles within a designated Visitor Car Parking bay for a maximum duration of 6 hours, unless the prior written approval of the Committee is first obtained.
- (e) A Visitor must abide by the signage erected at the relevant Visitor Car Parking bay, understanding that the terms of use may vary between the spaces.
- (f) If a Visitor breaches the terms of use of Visitor Car Parking bay/s, the Body Corporate reserves its rights to seek for the offending vehicle to be towed.

**14. Speed Limits**

- (a) An Owner or Occupier of a Lot must not exceed a speed of 10kmh (the **Speed Limit**) while driving any Vehicle on the Common Property and must use his/her best endeavours to ensure that his/her Invitees do not exceed the Speed Limit in such circumstances.

**15. Safety - Bicycles, Skateboards and Scooters**

- (a) An Occupier must ensure when they, or their Invitees, are riding bikes, skateboards and/or scooters (or the like) on Common Property, that the rider does so in a cautious manner. The rider must be aware of others using the footpaths and/or Common Property and must only ride for the purpose of egress and ingress from the Scheme and wear appropriate safety equipment.
- (b) In the interest of safety, children are not permitted to play on or with the following on Body Corporate Common Property roads and driveways:
  - (i) Balls;
  - (ii) Scooters;
  - (iii) Skateboards;
  - (iv) Rollerblades;
  - (v) Roller-skates;
  - (vi) Hoverboards;
  - (vii) Bicycles; or
  - (viii) Any other similar vehicle, device, toy or item.

An exception to this by-law is where the vehicle, device, toy or item is being used by a child for direct ingress and egress between a Lot and outside of the Scheme.

- (c) Children are permitted to play on grassed Common Property areas.

**16. Obstruction**

- (a) An Owner or Occupier of a Lot must not obstruct lawful use of the Common Property by any person.

**17. Pathways and Driveways and Shared Arrangements**

- (a) The pathways and drives on the land and any easement giving access to any part of the Scheme Land shall not be obstructed by any of the Owners or Occupiers, or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots, and no Owner or Occupier shall park or permit to be parked any Vehicle or water craft or any other item so as to prevent the passage of other Vehicles over the said pathways, drives and easements.
- (b) If the Body Corporate has the benefit of any easement area/s or facility sharing agreement/s, then these by-laws shall apply to each Owner and Occupier, as far as practicable, to the areas the subject of the easement area/s and facility sharing agreement/s.

**DEALINGS WITH COMMON PROPERTY**

**18. Damage to Lawns, etc on Common Property**

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- (a) The Owner or Occupier of a Lot must not, without prior Body Corporate approval:
  - (i) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (ii) Use a part of the Common Property (that the Lot has not been granted exclusive use over for the purpose of use as a garden) as a personal garden.
- (b) Approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under by-law this by-law by giving seven (7) days written notice to the Owner or Occupier.

**19. 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, an 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 relevant Building.
- (c) The Owner or Occupier of the Lot must keep a device installed under this by-law in good order and repair.
- (d) Any damage caused by an Owner or Occupier or their Invitees to the Common Property must be appropriately and satisfactorily repaired by the relevant Owner and/or Occupier.

**20. Fire Doors**

- (a) A person must not alter a fire door in any way unless the prior written consent of the Committee has been obtained. Such consent shall not be given unless the Committee is satisfied that the alterations to the fire door:
  - (i) Strictly comply with the relevant regulations pertaining to fire door compliance; and
  - (ii) Do not, in any way, affect insurance policies in place for the Scheme.

**21. Depositing Rubbish, etc, on Common Property**

- (a) Subject to the requirements for garbage disposal set out under these by-laws, an Owner or Occupier of a Lot must not deposit or throw upon the Common Property any rubbish, cigarette butts, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property.

**22. Garbage Disposal**

- (a) The Owner or Occupier of a Lot must:
  - (i) Maintain within their Lot an adequate receptacle for the disposal of garbage as supplied by the Body Corporate;
  - (ii) Not leave their rubbish in the bin refuse area if the Body Corporate's relevant bin/s have been moved out of the bin refuse area for collection. Where the Body Corporate's bins are out for collection, Owners and Occupiers must instead place their rubbish in the bin in its collection position;
  - (iii) Comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, in particular relating to the use of any garbage bins/receptacles including those on the Common Property or those to which the Body Corporate has use;
  - (iv) Comply with all government local laws about the disposal of garbage;
  - (v) 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;
  - (vi) Ensure that empty bottles, boxes, containers and similar are disposed of in the recycling bin (where available) and boxes are flattened;
  - (vii) Ensure that all rubbish is disposed of in a manner so as not to emit any foul odour;
  - (viii) Ensure that cigarette butts are properly extinguished before being disposed of in a garbage receptacle on a Lot or the Common Property;
  - (ix) Ensure that receptacle bins are not over filled; and

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- (x) Ensure that no bulky items are disposed of by being left on the Common Property, or in/at/around the Body Corporate's receptacle bin/s. It is the Owner or Occupier's obligation to arrange the suitable disposal of bulky items outside of the Body Corporate.

**23. Improper Resumption of Common Property**

- (a) An Owner or Occupier must not, without the written approval of the Body Corporate:
  - (i) Use, take, or in any other way acquire any part of the Common Property for their sole or exclusive use unless authorised by an appropriate resolution of the Body Corporate (and, if applicable, a related by-law);
  - (ii) Improperly take control, acquire or resume in any way part of Common Property; or
  - (iii) Interfere with the lawful use and enjoyment of the Common Property by other Owners or Occupiers.

**LOTS, MAINTENANCE, RENOVATIONS AND APPEARANCE**

**24. Maintenance of Lots**

- (a) Subject to any other by-law to the contrary, an Owner or Occupier of a Lot will:
  - (i) Be responsible for the proper maintenance of his/her 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); and
  - (iii) Maintain the interior of his/her Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (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 any part of the Lot); and
  - (ii) The obligations under this by-law be complied with,  
**(Notice)**, and if such Notice has not been complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of that Notice, the Body Corporate may, in its absolute discretion, cause the obligations under this by-law to be carried out in accordance with the Notice, and the Owner or Occupier (as the case may be) must pay the costs incurred or payable by the Body Corporate on demand.
- (c) An Owner or Occupier of a Lot will allow the Body Corporate 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 by-law 24(b)(ii) provided that the Body Corporate gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works.
- (d) For the purpose of this By-law, 'Improvements' includes walls, windows, garage roller doors, doors, floor coverings, fly screens, gates, patios, walkways, paths, driveways, yard, lawn, landscaping, garden, plants, pergolas, shade structures and irrigation and drainage facilities located within the Lot or in any exclusive use area.

**25. Use of Lots**

- (a) All Lots:
  - (i) Shall be used for residential purposes only, except as otherwise provided in these by-laws; and
  - (ii) May be used by an Owner or Occupier for a Home Occupation, if permitted by the local government. However, the Owner or Occupier must do so in accordance with the relevant laws and rules of the local government and so long as it does not compete with the Caretaker/Letting Agent duly appointed for the Scheme.
- (b) Where a Lot is used by an Owner or Occupier for a Home Occupation, no signage must be installed or used to advertise the Home Occupation without the prior written consent of the Committee.
- (c) Owners and Occupiers must not, without the prior approval of the Body Corporate and the relevant local authority approval, convert their garage for it to be used for another purpose.

**26. Alterations to Lots**

**26(a) Application Process**



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- (a) Where an Owner proposes to carry out work which will alter the external appearance of any Lot and/or fall into the definition of a Renovation, the prior written approval of the Committee or Body Corporate will be required.
- (b) Owners seeking approval to carry out such work must follow the procedure set out below:
  - (i) Apply in writing to the Committee, outlining the proposed work and providing plans and specifications. Such plans and specifications must be of the same architectural standard as the remainder of the Scheme and Building.
  - (ii) Supply details of the proposed Renovation to the Committee for approval. The details of the proposed work submitted shall include:
    - A. Detailed drawings (i.e. architectural, structural engineering, hydraulics, electrical and fire services etc.);
    - B. Detailed descriptions of proposed Renovations (i.e. plumbing, electrical changes, wiring, cabinetry, flooring, installing air-conditioning, etc.);
    - C. Contractors' names and details; and
    - D. Dates of proposed works.
  - (iii) The Owner shall provide details of all relevant builder's insurances, registration and license details, and other relevant undertakings by the contractor to the Body Corporate Manager and Committee as part of the application.
  - (iv) An Owner must obtain all relevant local authority approvals and submit evidence of the approvals to the Committee prior to commencing work.
  - (v) If work includes alterations to the original layout of the Lot, or structural alterations of any kind, then the Owner shall, at his/her own cost, obtain certification from a relevantly qualified person nominated by the Committee, that the works will not affect the structural integrity of the building.
- (c) In considering the application the Committee may:
  - (i) Have regard to previous approvals in the Scheme for similar works;
  - (ii) Have regard to previous approvals given the Owner and his/her compliance with same; and
  - (iii) Request further information from the Owner reasonably required to make a decision.
- (d) If required to do so by the Committee an Owner shall enter into a renovation agreement in writing in the format required by the Committee prior to commencement of the renovation. The renovation agreement may include, but not be limited to, the following:
  - (i) What works and renovations have been agreed to by the Committee;
  - (ii) When the works will be carried out;
  - (iii) Date of completion;
  - (iv) Agreed contractors;
  - (v) Any conditions of the consent;
  - (vi) The Owner's obligations regarding Common Property.
- (e) In granting approval for an application, the Committee may impose such reasonable conditions as it deems appropriate in the circumstances.
- (f) All approvals given are on the strict condition that the Owner must obtain all necessary approvals/permits for same, including from the Council or other government or authority.
- (g) If the Owner fails to adhere to the conditions imposed by the Committee, or fails to obtain Council (or the like) approval, the Body Corporate may withdraw the approval granted immediately after a reasonable notice period is given to the relevant Owner to remediate.

**26(b) Rules for Renovations, etc**

- (a) In undertaking works approved pursuant to by-law 25(a), Owners and their contractors, agents and the like, must comply with the following:
  - (i) Unless prior approval written approval from the Committee has been obtained, contractors are permitted on site only between 6.30am to 6.30pm Monday to Saturday. No work is to be carried out on public holidays or weekends.

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- (ii) The Owner shall give notice in writing to the Committee or Body Corporate Manager seven (7) days prior to commencing work so that other Occupiers of the Scheme may be informed.
  - (iii) An Owner must ensure that all work is carried out by qualified trades people, who are appropriately licensed and insured as required under appropriate legislation, with at least \$10 million public liability insurance. It is the responsibility of the Owner to obtain copies of such documentation. A copy of the Certificate of Currency of insurance must be provided to the Committee or Body Corporate Manager before any works are commenced.
  - (iv) An Owner shall ensure that Workplace Health and Safety Regulations relating to renovations or removals are complied with always.
  - (v) An Owner shall cause the daily removal of all trades waste associated with the renovation work from the Scheme and shall not use any Body Corporate rubbish bins for this purpose.
  - (vi) All reasonable efforts and precautions must be taken to ensure that, in the course of the works, no damage is caused to the Common Property.
  - (vii) An Owner shall ensure that the operation of all fire safety equipment including fire sprinkler systems in the Lot are not impeded in any way by the renovations and the Owner shall at the end of the works provide the Body Corporate a fire safety inspection certificate to this effect.
  - (viii) No work shall be carried out which interferes with the fire protection services of the Building without the prior approval of the Building's fire services provider (if any) or, in the alternative, without advice from a qualified fire expert. This requirement includes certified fire rated doors. This work includes all changes to layout and ceiling heights.
  - (ix) The work shall be conducted in accordance with the National Construction Code (NCC), relevant Australian Standards, all relevant laws and regulations, codes of practice, and the Body Corporate by-laws.
  - (x) Bathroom renovations shall be waterproofed across the whole floor and full height of walls in shower recesses and above baths in accordance with relevant construction codes. Written certification shall be provided upon completion.
- (b) An Owner must allow persons nominated by the Committee to inspect the renovation within fourteen (14) days of completion of work to ensure full compliance with this by-law and any renovation agreement.
  - (c) If, on inspection, the Committee identifies issues with the work performed, the Owner must appease the Committee's concerns via discussions with its trades and/or remediate the issues as soon as possible.
  - (d) 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 the required statutory notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this by-law.

**27. Hard Flooring and Sound Proofing**

- (a) The Body Corporate requires that each Owner maintains a high standard of soundproofing in their Lot. As such, the following will apply to any application regarding changes to the floor coverings in Lots, or part of Lots.
- (b) Owners may replace any carpet laid in the Lot with carpet (so long as it is laid with suitable acoustic underlay), but must not, without obtaining the prior written consent of the Committee:
  - (i) Replace carpet with tiles, timber, marble, hybrid, vinyl or other hard flooring material ("**hard flooring**"); or
  - (ii) Replace existing hard flooring with another kind of hard flooring; or
  - (iii) Install hard flooring over existing floor coverings (such as installing tiles over tiles); or
  - (iv) Remove the existing floor coverings without installing replacement floor coverings.("Hard Flooring Works").
- (c) The Committee will provide an Owner with its consent for Hard Flooring Works ("**the Approval**") if:
  - (i) A written proposal is given by the Owner to the Committee setting out the type and specifications of the materials to be used, together with the details of sound-proofing materials to be applied;
  - (ii) The Owner provides the Committee with evidence which satisfies the Committee that the proposed hard flooring will, as far as reasonably practicable, not cause a nuisance or sound disturbance to other Lot Owners. Such evidence may include, if requested by the Committee:

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- A. A report prepared by a suitably qualified acoustic expert has determined that the impact sound transmission of the proposed hard flooring, once installed, will achieve  $L'nT,w \leq 57$  ("the Standard"); or
  - B. A report prepared by a suitably qualified acoustic expert who certifies that, based on previous testing on a building of the same construction and slab thickness as the Scheme, the impact sound transmission of the proposed hard flooring, once installed, will achieve the Standard; or
  - C. Where the hard flooring proposed to be installed by an Owner is not capable of meeting the Standard (even with the manufacturer or installer's recommended acoustic treatments), other evidence satisfactory to the Committee; and
- (iii) The Owner provides the Committee with any other evidence or information reasonably requested by the Committee to satisfy itself of the Hard Flooring Works. Such information may include, but is not limited to, an engineer's report where there are reasonable concerns that the Hard Flooring Works may have implications for the structural integrity of the Scheme building (such as where a significant topping slab is proposed to be laid).
- (d) Where the Committee grants an Approval, the Owner must comply with the terms of that Approval. For example:
- (i) If the Approval is on the basis that the installed hard flooring will achieve the Standard, then the installed hard flooring must achieve the Standard; and
  - (ii) If the Approval is on the basis that the installed hard flooring will achieve a different  $L'nT,w$  (such as where the hard flooring proposed to be installed is not capable of meeting the Standard), then the installed hard flooring must achieve the  $L'nT,w$  based on which the Approval was given.
- (e) If a Hard Flooring Works proposal requires the consent of the Committee and that consent is refused, then an Owner may amend the proposal (for example, by improving the proposed sound-proofing materials) and re-submit it for the consideration of the Committee.
- (f) Upon completion of the Hard Flooring Works, the Owner must arrange for an inspection of the Hard Flooring Works by an authorised member of the Committee to ensure that the completed hard flooring complies with the terms of the Approval (including as regards the  $L'nT,w$  of the completed hard flooring).
- (g) If there are reasonable concerns that the  $L'nT,w$  of the completed hard flooring does not meet the  $L'nT,w$  on which the Approval was given, the Owner must, if reasonably requested by the Committee:
- (i) Engage a suitable acoustic expert (at their cost) to undertake testing on the installed hard flooring to measure the impact sound transmission ( $L'nT,w$ ) of the hard flooring; and
  - (ii) Provide the Committee with the acoustic specialist's report within 7 days of receiving it.
- (h) If the  $L'nT,w$  of the completed Hard Flooring Works is determined not to meet the  $L'nT,w$  on which the Approval was given, the Owner must, within a reasonable time and at its cost, cause the removal of the hard flooring and/or have any necessary procedures or additional works undertaken (which must be approved by the Committee) in order for the hard flooring to meet the required  $L'nT,w$ .
- (i) On the completion of any such additional procedures or works, the Committee may reasonably request the Owner:
- (i) Engages a suitable acoustic expert (at their cost) to undertake a further test on the installed hard flooring to measure the impact sound transmission of the hard flooring to ensure it achieves the required  $L'nT,w$ ; and
  - (ii) Provide the Committee with the further acoustic specialist's report within 7 days of receiving it.
- (j) The preceding 2 paragraphs will continue to apply until the installed hard flooring meets the required  $L'nT,w$ .
- (k) An Owner must comply with all conditions imposed by the Committee and any other by-laws herein when granting its Approval, including any conditions which are imposed by the Committee to prevent or minimise any nuisance or sound disturbance being caused to other Owners or Occupiers due to the installation or use of the hard flooring.
- (l) If an Owner fails to comply with the terms of this by-law, then the Owner must, upon receiving written notice from the Committee, remove the hard flooring from the Lot (at their cost). Any replacement flooring must comply with the by-laws (including this by-law).
- (m) In addition to complying with the relevant Approval and any associated conditions, hard flooring installed pursuant to this by-law must:
- (i) Be installed in accordance with the specifications laid down by the manufacturer of the hard flooring product;
  - (ii) Be installed by appropriately qualified tradespersons; and
  - (iii) Comply with the Australian Standards and legislation at the time that the hard flooring is laid.

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- (n) The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Owner of their responsibility under any other by-laws or the nuisance provisions in the Act.
- (o) Should there be an increase in the Body Corporate's insurance premiums due to the new hard flooring, the Owner will be responsible for same.

**28. Water Apparatus**

- (a) An Owner or Occupier of a Lot will see that all water taps on his/her Lot are properly turned off after use.
- (b) All water apparatus including water pipes and drains in each Lot must not be used for any purpose other than the purpose for which they were constructed or installed.

**29. 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, including without limitation a change to the colour of the exterior of the Lot.
- (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 (including on a balcony balustrade); 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 outside the scheme land; or
  - (iii) Store an item, other than outdoor living furniture (including however not limited to outdoor table, chairs and lounges specifically made for outdoor use), a barbecue and pots and plants on any balcony, deck, private yard or patio like area if the article is visible from another lot, the Common Property or from outside the Scheme land.
- (c) Despite by-law 28(b)(ii), the Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering any Lot for sale or lease, provided that the signs or notices do not detract from the overall appearance of the Scheme.
- (d) 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 Window Coverings 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. Tinting of windows shall not be allowed in any circumstances, without the prior written approval of the Committee.
- (e) An Owner or Occupier shall ensure that the appearance of any balcony or courtyard does not detract from the visual amenity of the Scheme.
- (f) Owners and Occupiers shall obtain the Committee's approval prior to hanging/installing any festive lighting/decorations (including, but not limited to, fairy lights and the like) which are visible from another Lot, the Common Property or from outside the Scheme.
- (g) No external shutters or blinds shall be erected without the prior written approval of the Committee and approval will only be considered where the proposed shutters:
  - (i) Are in a colour consistent with the external façade of the building;
  - (ii) Are in a location approved by the Committee;
  - (iii) Meet any required Australian Standard; and
  - (iv) Are installed by a licensed installer.
- (h) Lots which have balconies with glass balustrades only are permitted to erect balcony screening without first obtaining the Committee's approval, provided that such screening:
  - (i) Is the Photinia Trellis pre-approved by the Committee, or a similar alternative which has the prior approval of the Committee;
  - (ii) Is installed on the internal face of the glass balustrade and does not exceed the height of the glass balustrade;
  - (iii) Is installed in such a way as to not pose a health and/or safety risk (i.e. is appropriately fixed to avoid it being removed by wind and/or storms); and
  - (iv) Is maintained in good condition by the relevant Owner/Occupier, at their cost.

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- (i) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.

**30. Balconies and Courtyards**

- (a) An Occupier must ensure balconies and/or courtyards which form part of a Lot are kept in a clean and tidy manner, including, however not limited to:
- (i) Ensuring that items are kept in an organised and visually appealing manner;
  - (ii) The balcony and/or courtyard is overall visually appealing.
- (b) An Occupier of a Lot which contains a balcony or courtyard, will be responsible for maintenance or otherwise of any garden, lawn, pot plants or planter box(es) located on the balcony or courtyard.
- (c) An Occupier must ensure that all trees, shrubs, creepers and plants in or on any balcony or courtyard or any pot or planter box contained on their Lot:
- (i) Do not extend beyond the boundaries of the Lot; and
  - (ii) Do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (d) An Occupier must ensure that the maintenance, cleaning or use of their balconies does not cause a nuisance, interfere with the use and enjoyment of another Lot or the Common Property, or create a hazard to neighbouring Lots.

**31. Use of Open Fires/Barbecues**

- (a) The use of fire pits, barbecues or other open fires are prohibited on Common Property except:
- (i) That this by-law does not apply to the use of the barbecue/s within the Scheme's Barbecue Area - Recreation Facility; or
  - (ii) With the prior written consent of the Committee.
- (b) The use of fire pits, barbecues and other open fires within a Lot is only permitted on the following terms:
- (i) The fire pit, barbecue or other open fire must comply with:
    - A. The requirements for QFES approval, where applicable;
    - B. All QFES directions, including when a fire ban is declared;
    - C. The *Environmental Protection Act* and any other relevant Act;
    - D. *Local Law No. 8* and any other relevant Local Law/s;
  - (b) The fire (and it's associated smoke) must not unreasonably interfere with the use of another Lot or the Common Property;
  - (c) The fire must be controlled at all times;
  - (d) The fire (and associated equipment/items, including the relevant fuel) must not:
    - A. Pose a risk of personal injury;
    - B. Pose a risk property damage; or
    - C. Contravene any other by-law/s, including by-laws 36 and 37.

**32. Heating and Cooling of Lots**

- (a) An Owner and/or Occupier will be responsible for any maintenance, repairs, or replacement of the air conditioning units (and associated equipment and infrastructure) attached to and servicing solely their Lot.
- (b) An Owner must not install air conditioning units, or associated equipment and infrastructure, on the Lot or Common Property without obtaining prior written approval from the Body Corporate.
- (c) In order to maintain the installation and operation of air-conditioning units in all lots to the highest standard, a detailed proposal, specifically in relation to the unit specifications, must be submitted to the Committee for written approval before installation of the air-conditioner can commence.

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- (d) The air-conditioning unit and associated equipment and infrastructure is to be installed in accordance with the specifications and conditions set down by the Committee from time to time (in reliance of advice from an appropriately qualified air-conditioning installer) which may include (without limitation):
  - (i) That any external air-conditioning unit must be of the appearance and located/placed in accordance with the guidelines and approved plan by the Committee;
  - (ii) Must be on a designated circuit breaker protected by RCD MCB protection device, as per Electrical Standards;
  - (iii) Must satisfy the local council's minimal noise requirements;
  - (iv) Must not create a nuisance to other Occupiers;
  - (v) External compressors must be installed in their own designated area which has been approved by the Committee and must be mounted on rubber feet;
  - (vi) Installation of cabling, pipes and conduits must be discrete, and installers must follow the installation specifications set down from the Committee and via the approved plan (as advised from the Committee to the requesting owner in the approval process).
- (e) Upon installation occurring, an Owner must maintain, at its own cost, the air conditioning unit and associated equipment and infrastructure (whether on the Lot or Common Property) in good working order and condition, and generally to the satisfaction of the Body Corporate.
- (f) If the Body Corporate is of the reasonable opinion that an Owner is not maintaining the air conditioning unit and associated equipment and infrastructure in accordance with this by-law, then the Body Corporate and any contractor authorised by it, may enter the Owner's Lot, upon the required statutory notice being given, to effect any necessary repairs and maintenance to the air conditioning unit and associated equipment and infrastructure and the Body Corporate may recover the cost of carrying out the works from the relevant Owner.

**OWNER/OCCUPIER OBLIGATIONS**

**33. Keeping of Animals**

- (a) An Occupier must not, except with the Committee's written approval:
  - (i) Bring or keep an animal on a Lot or the Common Property; or
  - (ii) Permit an Invitee to bring or keep an animal on a Lot or the Common Property.
- (b) An approval given under this by-law may be given on such conditions as the Committee considers appropriate in the circumstances. In addition, any approval will always be subject to the following conditions:
  - (i) The animal must be kept within the Lot and/or exclusive use area (ensuring however that the animal does not cause a nuisance to other Occupiers and is suitably contained within such area);
  - (ii) The animal must be suitably restrained or carried when leaving or entering the Lot;
  - (iii) Any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;
  - (iv) The animal is to be kept free of vermin and disease;
  - (v) The animal is to be properly groomed;
  - (vi) The animal must be de-sexed (for cats and dogs);
  - (vii) If requested by the Committee, a veterinary certificate as to the animal's health must be supplied by the relevant Owner;
  - (viii) The animal must not make any noise or cause any disturbance that is likely to interfere with the use and enjoyment of the Occupier of another Lot or any person lawfully using the Common Property; and
  - (ix) All local government requirements must be complied with.
- (c) An Occupier must comply with any reasonable request of the Committee to ensure that all conditions are met. If any conditions are not met, the approval may be withdrawn by the Committee, however the Committee must first give the Occupier a reasonable opportunity to respond to any contravention of the conditions.
- (d) Continued confirmed complaints regarding an animal may result in the approval being withdrawn.

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- (e) An application for written approval for an animal under by-law 31(a) by an Occupier, who is not the Owner, must be accompanied by a consent from the Owner of the Lot.
- (f) This by-law does not apply to a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
- (g) Alternative or additional reasonable conditions may be imposed by the Body Corporate depending on the type of animal applied for.
- (h) Prior approval given is not affected by this by-law however, upon the passing of a prior approved pet the Owner/Occupier must seek new approval for a future animal.

**34. Notice of Health and Safety Issues**

- (a) An Occupier must immediately provide notice to the Body Corporate of any:
  - (i) 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
  - (ii) Any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his/her 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 in the Body Corporate as often as may be necessary.
- (b) All required and advised actions and directions by Queensland Health or any other relevant Government authority must be complied with.

**35. Fire Control**

- (a) An Occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire escape.
- (b) The Body Corporate and an Occupier must, in respect of the Common Property or the Lot, (as the case may be):
  - (i) Consult with any relevant government agency as to an appropriate fire alarm and fire sprinkler system for the Lot;
  - (ii) Ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from any Lot to the satisfaction of all relevant government agencies; and
  - (iii) Ensure compliance with fire laws in respect of the Lot.
- (c) Owners must ensure that its tenants, guests and Invitees are made aware of the fire evacuation plan and the location of the fire safety equipment.

**36. Work Place Health and Safety**

- (a) In circumstances where an Occupier is conducting a business or undertaking from the premises (pursuant to the definition of a 'person conducting a business or undertaking' ("PCBU") in the *Workplace Health and Safety Act ("WHS Act")*) they must ensure that they comply with their duties under the WHS Act, including however not limited to:
  - (i) Provision and maintenance of a work environment without risks to health and safety;
  - (ii) Provision and maintenance of safe plant and structures;
  - (iii) Provision and maintenance of safe systems of work;
  - (iv) Provision of adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities.
- (b) If an Occupier is operating an PCBU from its premises, it must seek independent legal (or the like) advice regarding its obligations under the WHS Act.

**37. No Fire Risks**

- (a) An Owner or Occupier of a lot shall not bring to, do or keep anything in his/her Lot or exclusive use Common Property areas which shall increase the rate of fire insurance on the building or any property on the subject 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 Scheme land, or the regulations or ordinances of any public authority for the time being in force.

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**38. Storage of Flammable Liquids / Fire Risk**

- (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 bylaw 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 requirements of the law regulating the storage of flammable liquid.

**39. Auction Sales**

- (a) An Owner or Occupier of a Lot must not permit any auction sale to be conducted or to take place in his/her Lot or upon the Common Property without the prior approval in writing of the Committee.

**40. Contractors**

- (a) An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate 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.

**41. Insurance**

- (a) An Owner or Occupier of a Lot must not, without the Committee's prior written approval, bring to, do or keep anything on his/her Lot (or the Common Property) which may increase the cost of insurance for the Body Corporate or prevent adequate insurance being obtained.

**42. Furniture Removals**

- (a) In the course of moving furniture into or out of a Lot, an Occupier must:
  - (i) Notify the Caretaker no less than 24 hours before furniture removal will begin;
  - (ii) Take all reasonable measures to minimise potential damage to the Common Property, particularly to the hallway walls;
  - (iii) For larger items (such as fridges, washing machines and sofas), engage an insured and experienced removalist company with appropriate moving equipment;
  - (iv) Take photographs of the relevant common property hallway walls both before and after the furniture removal and supply same to the Body Corporate.
- (b) The removalist truck must be parked in a manner which does not disturb or obstruct other Occupiers' ingress to and egress from the Scheme.

**BODY CORPORATE OBLIGATIONS**

**43. Security**

- (a) The Committee may take all reasonable steps to ensure the security of 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 area or carparking 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, alarms, communication systems and other security devices.
- (b) All security equipment installed on Common Property and used in connection with the provision of security for the Scheme shall 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) is the property of the Body Corporate and shall be repaired and maintained at the cost and expense of the Body Corporate.



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- (c) The Body Corporate shall not 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 the required statutory notice) and attend to the repair (which term 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 relevant Owner.
- (d) An Occupier shall not disclose to any party any information or do anything which may in any way adversely affect any security system which may apply to the Lots or the Common Property.

**44. Security Keys / Intercom**

- (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 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 reasonable charge therefor 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 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 who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if same is lost or misplaced.
- (d) An Owner or Occupier of a Lot shall exercise a high degree of caution and responsibility in using any applicable intercom system to allow access to Occupiers and Invitees. An Owner or Occupier of a Lot must make reasonable enquiries to ascertain the identity of the Invitee/Occupier requesting access before allowing same.

**45. Right of Access**

- (a) 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.
- (b) 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.
- (c) The Body Corporate or an authorised person may, upon provision of the required statutory notice, enter a Lot or an exclusive use area if the Body Corporate considers it reasonably necessary:
  - (i) To inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or
  - (ii) To carry out work the Body Corporate is authorised or required to carry out.
- (d) The Body Corporate may exercise its power under this by-law:
  - (i) In the case of an emergency, at any time (with or without notice of intended entry given to any person);
  - (ii) In the case of a non-urgent matter, after at least 7 days written notice has been given to the Owner or Occupier of the Lot.
- (e) An Owner, Occupier or Invitee must not obstruct an authorised person who is exercising or attempting to exercise power to enter a lot or Common Property/exclusive use areas.

**46. Restricted Access to Scheme**

- (a) The Body Corporate may install and maintain Gates and similar devices across the driveway on the Common Property or any access driveways which restrict access to the Scheme, provided that those persons entitled to enter the Scheme are given a means of reasonable access to such areas by Gate Key. Such Gates may also be subject to an intercom system.

**47. Supply of Electricity, Gas or Hot Water**

**Title Reference [50933253]**

- (a) The Body Corporate has the power to enter into agreement to:
- (i) Purchase electricity;
  - (ii) Maintain security systems on or over the Common Property; and
  - (iii) Provide cable television services, satellite and similar services to the Building on the terms of the installation of the equipment and allow a person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment to allow the provision of cable television services, satellite services and similar services to the Building.

**RECREATION FACILITIES**

**48. Use of Recreation Facilities**

- (a) An Owner and Occupier when using Recreation Facilities must adhere to the following rules and abide by by-laws 47-51:
- (i) Invitees must not use the Recreation Facilities unless they are accompanied by an Occupier.
  - (ii) The Recreation Facilities must not be used for commercial purposes.
  - (iii) Unless the relevant by-law for the facility provides otherwise, children below the age of sixteen (16) years are not permitted in or around the Recreation Facilities unless accompanied by an adult Occupier exercising effective control over them, meaning the Occupier/Invitee must be in the relevant area with the child(ren).
  - (iv) Owners, Occupiers and Invitees must exercise caution at all times when using the Recreation Facilities.
  - (v) Owners, Occupiers and Invitees must not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons when using the Recreation Facilities.
  - (vi) All users of the Recreation Facilities must be suitably attired and must observe a dress code suitable for the occasion.
  - (vii) All users of the Recreation Facilities must comply with the signage posted around the areas.
  - (viii) An Owner, Occupier or Invitee must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities.
  - (ix) Owners, Occupiers and Invitees must not cause damage to the Common Property or Body Corporate assets and equipment related to the Recreation Facilities.
  - (x) Owners, Occupiers and Invitees using the Recreation Facilities must not cause a hazard or safety risk.
  - (xi) Owners, Occupiers and Invitees using the Recreation Facilities must not engage or permit others to engage in rough play or ball games.
  - (xii) Owners, Occupiers and Invitees must leave the Recreation Facilities in a clean and tidy condition after use.
  - (xiii) Animals must not be brought into the Recreation Facilities, except by a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
- (b) The Committee may make, amend and introduce further terms of use as reasonably necessary to comply with any government law, regulation, direction or recommendation, which must be complied with by Owners, Occupiers and Invitees.
- (c) If congestion is experienced in the use of the Recreation Facilities, the Caretaker may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers in the Scheme.
- (d) The Caretaker may, at its discretion, operate a booking system to enable Owners or Occupiers of the Scheme to reserve any part of the Common Property for functions or other uses from time to time. This includes the barbecue and any other part of the Common Property which may be used for functions of any kind of meeting room. In operating such booking system, the Caretaker:
- (i) Will allocate bookings on a 'first come first served' basis;
  - (ii) May require a deposit of \$100.00 (or other amount the Body Corporate deems reasonable from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the Caretaker, the Common Property has not been adequately cleaned after the function, or damage has occurred to the Common Property as a result of the function, then the Caretaker may withhold the deposit and apply it to such cleaning or repair; and

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- (iii) Must comply with the reasonable requirements of the Body Corporate in relation to the management and operation of the booking system, as notified to the Caretaker from time to time.
- (e) The Caretaker is authorised to refuse to accept a booking if, in the reasonable opinion of the Caretaker, the person placing the booking:
  - (i) Has previously failed to adequately clean the function area after a function;
  - (ii) Has previously failed to honour a booking where the Caretaker has refused to accept a later booking as a result of the person's booking;
  - (iii) Has been using the function area frequently, and the repeated prior booking of the area is denying access to other Owners and Occupiers who have a genuine reason for using the area and seeking a booking; or
  - (iv) Is likely to cause a disturbance to the Scheme as a result of the booking.

**49. Swimming Pool**

- (a) Unless the prior written consent of the Committee is obtained, the swimming pool and spa are permitted to be used only between the hours of 7:00am and 9:00pm.
- (b) Children below the age of twelve (12) years are not permitted in or around the swimming pool area unless accompanied by an adult Occupier exercising effective control over them, meaning the Occupier/invitee must be in the swimming pool area with the child(ren).
- (c) When using the swimming pool and spa, Owners, Occupiers and their Invitees must:
  - (i) Not cause any damage;
  - (ii) Not cause a nuisance or an unreasonable interference to the use of a Lot or the Common Property by any other person (through noise or otherwise);
  - (iii) Not interfere with the operation, maintenance or upkeep of the pool, spa or the surrounding areas;
  - (iv) Not cause a hazard or safety risk, remembering persons swim and use the facilities at their own risk;
  - (v) Leave the swimming pool, spa and their associated areas clean and tidy after use.
- (d) For the safety of all persons using the areas, Owners, Occupiers and their Invitees must not:
  - (i) Run in the swimming pool area;
  - (ii) Dive or bomb into the swimming pool;
  - (iii) Bring glass or other breakable items into the swimming pool area;
  - (iv) Bring into or consume alcohol into the swimming pool area;
  - (v) Bring into or consume food while in the swimming pool area;
  - (vi) Bring surfboards, bodyboards or the like into the swimming pool area.

**50. Barbecue Area**

- (a) Owners, Occupiers and their Invitees may use the barbecue area on the following further conditions:
  - (i) Owners, Occupiers and their Invitees must not deface or cause any damage to the fixtures, fittings and facilities of the barbecue area;
  - (ii) Owners, Occupiers and their Invitees must properly and adequately clean and tidy the barbecue and surrounding areas after use, and leave them in a clean and hygienic state;
  - (iii) No rubbish, food scraps or other items are to be left on or around the barbecue area; and
  - (iv) Rubbish and food scraps must be properly disposed of in the relevant Owner or Occupier's garbage receptacle, or in any Common Property garbage receptacle available for use in the barbecue area.
- (b) If the barbecue is not adequately cleaned after use, the Caretaker may, at their discretion, charge the Owner or Occupier who last used the barbecue the cost of cleaning the barbecue. Such charge is payable on demand to the Caretaker by the relevant Owner or Occupier.

**51. Gymnasium**

- (a) Children below the age of fourteen (14) are not permitted to use or be present in the gym area, for safety reasons.

**Title Reference [50933253]**

- (b) Owners, Occupiers and their Invitees may use the gymnasium on the following further conditions:
  - (i) When using the gymnasium, Owners, Occupiers and Invitees must:
    - A. Place a towel between the user and the seating area of the equipment;
    - B. Wipe down all equipment after use and ensure equipment is left in a clean and hygienic state;
    - C. Wear appropriate attire, including shirt and enclosed, flat shoes; and
    - D. Exercise care and caution when using the equipment so as to not cause damage to the equipment/machine, nor harm to themselves or any other person;
    - D. Not throw or drop weights, or use them as a hammer or tool;
    - E. Return all weights and other equipment to their appropriate places.
  - (c) If the Owner/Occupier/Invitee is the last person to exit the gymnasium they must turn off the air-conditioning when exiting the area.
  - (d) For the safety of all persons using the gymnasium and sauna, Owners, Occupiers and their Invitees must not:
    - (i) Bring glass or other breakable items into the gymnasium;
    - (ii) Consume alcohol while in the gymnasium;
    - (iii) Consume food while in the gymnasium.

**52. Social Functions**

- (a) An Occupier must seek prior approval from the Body Corporate prior to using a Recreation Facility or another area of the Common Property for the purpose of a Social Function.

**53. Committee May Make Rules**

- (a) The Committee may, by passing a majority vote at Committee level, make rules consistent with these by-laws relating to the Common Property and in particular as to security and for the Recreation Facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the Owners.

**EXCLUSIVE USE AREAS**

**54. Exclusive Use Areas**

**54.1 Grant of Exclusive Use**

- (a) The Owners of lots identified in Schedule E are entitled to exclusive use areas indicated in that schedule and as identified on sketch plan which is attached to this Community Management Statement.

**54.2 Maintenance of Exclusive Use**

- (a) The Owner or Occupier must maintain and keep any area of common property that they have exclusive use of in a neat and tidy condition including keeping all plants or grass properly tendered and watered. If the Owner or Occupier fails in this duty, By-laws 24(b) and (c) and 60 apply.

**54.3 Conditions of the grant**

- (a) This grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate, the Body Corporate and its properly appointed agents access at all reasonable times to the exclusive use space for any proper purpose.
- (b) An owner or Occupier 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 or licensed to the Owner or Occupier respectively of the Lot for that purpose.
- (c) An Owner or Occupier must not fence or otherwise obstruct access to any exclusive use area.

**55. Allocation of Exclusive Use - Carpark**

- (a) The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of car parking.

**Title Reference [50933253]**

- (b) This By-law may attach to a Lot on the basis of an authorised allocation. The Occupier of each Lot for the time being to which this By-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- (c) The Body Corporate shall ensure that details of the areas of Common Property over which exclusive use has been granted and the applicable Lot shall be recorded in Schedule E and defined on a plan in a Community Management Statement.
- (d) The car space exclusive use areas granted under this By-law are to be used for car parking only and shall not create or allow a nuisance to be created upon such area.
- (e) Each Owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. However, the Body Corporate shall otherwise remain responsible for the maintenance, operating costs and upkeep of the exclusive use car space areas.
- (f) The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use car space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- (g) An Owner of a Lot may grant to another person who is not an Owner or Occupier of a Lot in the Community Titles Scheme a licence to use that Owner's exclusive use car space provided that:
  - (i) The relevant Owner engages the party who undertakes the management and letting services in respect of the Community Titles Scheme to manage and control the use of the relevant Owner's exclusive use car space by the licensee; and
  - (ii) The relevant licensee agrees to be bound by the By-laws of the Community Titles Scheme (as they are amended from time to time).

**56. Allocation of Exclusive Use – Courtyard Areas**

- (a) This by-law may attach to a lot on the basis of an authorised allocation. The Occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- (b) The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- (c) The courtyard exclusive use areas granted under this by-law are to be used by the occupiers of each lot as a courtyard and patio area only. The Owners and Occupiers of each lot must maintain the design theme of the area and must not change the design theme or the plants (if any) without the written approval of the Committee.
- (d) Each Owner shall be responsible for the maintenance, operating costs and upkeep of their exclusive use area. The Occupier of the lot shall maintain any garden (including the lawn) and shall keep the exclusive use courtyard area in a neat and tidy condition. The Owner and Occupier of each lot shall allow access to the courtyard area to allow the Body Corporate, caretaker of their sub-contractors to inspect the front courtyard area to ensure that the area is being properly maintained and the garden and lawn are in a neat and tidy condition.
- (e) If a lot has a spa or pool in its exclusive use area, the owner of the lot shall be responsible for the maintenance, operating costs and upkeep of the spa or pool. The Occupier of the Lot shall repair and maintain any spa or pool so that any part of the spa or pool visible from outside the lot is kept in an attractive state and the spa or pool does not create undue noise or leakage which may affect the Common Property or other Owners or Occupiers. An Owner or Occupier shall not except with the consent in writing of the Body Corporate, change the size or type of spa or pool.
- (f) If an Owner or Occupier does not comply with this by-law, the Body Corporate may issue a written notice to remedy to the Owner and/or Occupier. If the Owner or Occupier does not remedy the breach of this by-law within 7 days of being given the notice, the Body Corporate may engage a contractor to take remedial action. The Body Corporate and any contractor shall have the right to enter the exclusive use courtyard area (and enter the lot to access such area) to carry out the remedial action. The Owner and the Occupier of the lot are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal costs).
- (g) Lot Owners acknowledge that the exclusive use area to which this by-law attaches may be burdened by a drainage or other service easement. Lot Owners must not build any structure over the area benefited (or burdened) by any such easement and must otherwise comply with the terms of the easement.

**Title Reference [50933253]**

- (h) Subject to by-law 59, Owners of Lots which have the right to an exclusive use courtyard area under this by-law may only make an improvement to that exclusive use area if approval to such improvement is given by the Committee in writing and all local government requirements in respect of any such improvement are complied with. The style, design and colour of any improvements shall be (to the greatest extent possible) consistent with the lot to which the exclusive use area attaches and shall not detract from the amenity of the Scheme. The Owner of the lot shall ensure that any improvements match the colour and style of the dwelling and are of a high quality of design and workmanship. The Occupier shall repair and maintain the improvements so that any part of the improvements visible from outside the lot is kept in an attractive state. An Occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of the improvement once constructed.

**57. Special Rights for use of Car Courts**

- (a) The parts of the Common Property to be allocated under this special rights By-law shall be allocated for the purpose of garage access to the applicable Lot.
- (b) This By-law may attach to a Lot on the basis of an authorised allocation. The Occupier of each Lot for the time being to which this by-law attaches, shall have special rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- (c) The Body Corporate shall ensure that details of the areas of Common Property over which special rights have been granted and the applicable Lot shall be recorded in Schedule E and defined on a plan in a Community Management Statement.
- (d) The car court special rights areas granted under this By-law are to be used for access to the Lot Owner's garage only and the Owner or Occupier shall not create, or allow a nuisance to be created upon such area and shall not permit other to park their Motor Vehicles on the car court area.
- (e) Each Owner shall be responsible for keeping their special rights car court area clean from litter, residues marks, and oil and will be responsible for maintenance costs and upkeep of the special rights car court area.
- (f) If an Owner or Occupier does not comply with this By-law, the Body Corporate may issue a written notice to remedy to the Owner and/or Occupier. If the Owner or Occupier does not remedy the breach of this by-law within 7 days of being given the notice, the Body Corporate may engage a contractor to take remedial action. The Body Corporate and any contractor shall have the right to enter the special rights area (and enter the lot to access such area) to carry out the remedial action. The Owner and the Occupier of the lot are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal costs).
- (g) The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such special rights car court area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

**58. Special Right for Use of Hallways**

- (a) This By-law may attach to a Lot on the basis of an authorised allocation. The Occupier and invitees of Occupiers of each Lot for the time being to which this by-law attaches, shall have a special right for the use and enjoyment of the Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- (b) Details of the areas of Common Property over which special rights have been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- (c) The special rights areas granted under this By-law are to be used by the Lot Owners, their Occupiers and invitees for access for their Lot. The use by the Owner, Occupier or invitee of the special right area pursuant to this By-law shall not create or allow a nuisance to be created upon such area. The Owner to whom has been allocated this special right area shall be responsible for the maintenance, cleaning and upkeep and shall be responsible for the costs and maintenance for operating the security system and must comply with any other reasonable conditions put forward by the Body Corporate in maintaining the area.
- (d) If an Owner or Occupier does not comply with this By-law, the Body Corporate may issue a written notice to remedy to the Owner and/or Occupier. If the Owner or Occupier does not remedy the breach of this by-law within 7 days of being given the notice, the Body Corporate may engage a contractor to take remedial action. The Body Corporate and any contractor shall have the right to enter the exclusive use courtyard area (and enter the lot to access such area) to carry out the remedial action. The Owner and the Occupier of the lot are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal costs).

**Title Reference [50933253]**

**59. Pergolas, Shade Structures, Screens, External Blinds or Awnings**

- (a) An owner shall not construct or permit the construction or erection of any pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on the Common property except with the written approval of the Body Corporate. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate and each of its employees, agents and contractors and any entry onto the lot pursuant to this By-law shall not constitute trespass. All costs incurred in such removal may be recovered from the Owner of the Lot as a liquidated debt.
- (b) The Body Corporate will not unreasonably withhold its consent to an Owner erecting a permanent or temporary pergola or shade structure (a "Shade Improvement") provided that the following conditions are complied with:
  - (i) The Shade Improvement must be erected in the location in the exclusive use courtyard area approved by the Committee;
  - (ii) The Shade Improvement to be constructed must comply in all respects with the design guidelines ("Design Guidelines") adopted by the Body Corporate relevant to the Owner's Lot. Upon request in writing and payment of any reasonable fee required by the Body Corporate, the Body Corporate will provide a copy of the Design Guidelines to an Owner;
  - (iii) The Owner must at its cost obtain and comply with all approvals, consents and licences required for, or that relate to, the construction and use of the Shade Improvement;
  - (iv) The style, design and colour of the Shade Improvement shall be (to the greatest extent possible):
    - A. Be as advised (or approved) by the Body Corporate (acting reasonably) provided that what is advised or approved is not inconsistent with the Design Guidelines; and
    - B. Is consistent with the Lot to which the exclusive use courtyard area attaches and shall not detract from the amenity of the Scheme.
  - (v) The Shade Improvement to be constructed must be of high quality workmanship and carried out by appropriately qualified tradespeople; and
  - (vi) The Owner and/or Occupier of the Lot must comply with any reasonable direction by the Body Corporate in respect of the Shade Improvement and must comply with all local authority laws and regulations that relate to the construction and use of the Shade Improvement.
- (c) The Owner and Occupier of a Lot are responsible for the repair and maintenance of any Shade Improvement or other improvement constructed in any exclusive use courtyard area allocated to the Lot (so that any part of the improvement/s visible from outside the Lot or Common Property is kept in an attractive state). An Owner or Occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of the improvement once properly constructed.
- (d) In the event that the Shade Improvement results in any additional cost or expense to the Body Corporate in respect of repair and maintenance, the Owner of the Lot which has the benefit of the Shade Improvement shall reasonably contribute towards the additional cost incurred due to the Shade Improvement.

**60. Recovery of monies by Body Corporate**

**60.1 Amount to rectify breaches of Act or By-laws**

- (a) If the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by an Owner or Occupier or the guests, servants, employees, agents, invitees of an Owner or Occupier or of any of them, the Body Corporate is entitled to recover the amount so expended as an on-demand debt in an action in any court of competent jurisdiction from the Owner of a Lot at the time the breach occurred.

**60.2 Costs allowed to be recovered**

- (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 in respect of the costs and expenses) in connection with:
  - (i) Recovering contributions including Body Corporate costs or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon the Owner by the 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.

**Title Reference [50933253]**

- (c) 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, excess water charges or any other utility charge.

**60.3 Failure to pay**

- (a) If the Owner or Occupier 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 contribution account of the Owner.

**60.4 Mortgagee in Possession Included**

- (a) 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.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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**1. Utility Infrastructure**

- (a) To facilitate the progressive development of the Scheme (as identified in Schedule B of the Community Management Statement for the Scheme) 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 Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the following works:
- (i) Excavation and general earthworks;
  - (ii) The construction of common property areas (including roads);
  - (iii) The construction of the common property of such improvements and facilities as may be considered necessary by the original owner to establish utility infrastructure and utility services and connections thereto; and
  - (iv) The construction of services infrastructure whether public or private including but without limiting the generality thereof connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service available to the public,
- all of which are collectively called the Utility Infrastructure Works
- (b) The original owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workman to facilitate the carrying out of the Utility Infrastructure Works.
- (c) The original owner shall use reasonable endeavours to ensure that the utility Infrastructure Works will be carried out in a manner which minimises (so far as is practicable) the inconveniences (if any) caused to the Body Corporate or to the owners and occupiers of lots in this Scheme.
- (d) The Body Corporate and each owner and occupier of lots in this Scheme may not object or claim compensation against the original owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the utility Infrastructure Works.
- (e) The expressions "Utility Infrastructure" and "Utility Services" shall have the same meaning assigned to them in the Body Corporate and Community Management Act 1997 as amended as time to time. The expression the "original owner" means the party identified in Item 5 of this Community Management Statement together with any successor or assign of any undeveloped part of the Scheme Land.

**2. Statutory Easements**

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

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



**Title Reference [50933253]**

- (d) Easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- (e) Easement for projections in accordance with Section 115R of the Land Title Act 1994;
- (f) Easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

**3. Service Location Diagram**

A **Services Location Diagram** is attached to this CMS and marked "SLD".