

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994, and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

Page 1 of 1

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1. Nature of request

Request to record a new community management
statement for Treetops Mt Coot-Tha Community Titles
Scheme 22698

Lodger (Name, address, E-mail & phone number)

Grace Lawyers
PO Box 12962
George Street QLD 4003
brenton.schoch@gracelawyers.com.au
07 3102 4120

**Lodger
Code**

2437

2. Lot on Plan Description

Common Property of Treetops Mt Coot-
Tha Community Titles Scheme 22698

Title Reference

50144290

3. Registered Proprietor/State Lessee

Body Corporate for Treetops Mt Coot-Tha Community Titles Scheme 22698

4. Interest

Not Applicable

5. Applicant

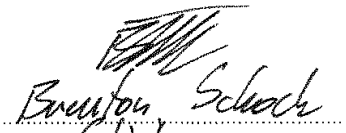
Body Corporate for Treetops Mt Coot-Tha Community Titles Scheme 22698

6. Request

I hereby request that: the new CMS deposited herewith which amends Schedule C, be recorded as the new
Community Management Statement for Treetops Mt Coot-Tha Community Titles Scheme 22698.

7. Execution by applicant

26/9/2024
Execution Date


Brenton Schoch
Solicitor
Applicant's Solicitor's Signature

NEW COMMUNITY MANAGEMENT STATEMENT

22698

SITED WITH:

This statement incorporates and must include the following:

AT FORM 18 GENERAL REQUEST; AND

- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

- Schedule A - Schedule of lot entitlements*
- Schedule B - Explanation of development of scheme land*
- Schedule C - By-laws*
- Schedule D - Any other details*
- Schedule E - Allocation of exclusive use areas*

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Treetops Mt Coot-Tha Community Titles Scheme 22698	2. Regulation module Standard Module
3. Name of body corporate Body Corporate for Treetops Mt Coot-Tha Community Titles Scheme 22698	
4. Scheme land Lot on Plan Description [See Enlarged Panel] Title Reference	
5. #Name and address of original owner Not Applicable	6. Reference to plan lodged with this statement Not Applicable
# first community management statement only	
7. New CMS exemption to planning body community management statement notation (if applicable*) Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable') NOT APPLICABLE PURSUANT TO S. 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997 *If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.	
8. Execution by original owner/Consent of body corporate	

/ /
Execution Date

See Form 20 – BCCM Execution

***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

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TREETOPS MT COOT-THA COMMUNITY TITLES SCHEME 22698

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Treetops Mt Coot-Tha CTS 22698	50144290
Lot 1 on GTP 104833	50144291
Lot 2 on GTP 104833	50144292
Lot 3 on GTP 104833	50144293
Lot 4 on GTP 104833	50144294
Lot 5 on GTP 104833	50144295
Lot 6 on GTP 104833	50144296
Lot 7 on GTP 104833	50144297
Lot 8 on GTP 104833	50144298
Lot 9 on GTP 104833	50144299
Lot 10 on GTP 104833	50144300
Lot 11 on GTP 104833	50144301
Lot 12 on GTP 104833	50144302
Lot 13 on GTP 104833	50144303
Lot 14 on GTP 104833	50144304
Lot 15 on GTP 104833	50144305
Lot 16 on GTP 104833	50144306
Lot 17 on GTP 104833	50144307
Lot 18 on GTP 104833	50144308
Lot 19 on GTP 104833	50144309
Lot 20 on GTP 104833	50144310
Lot 21 on GTP 104833	50144311
Lot 22 on GTP 104833	50144312
Lot 23 on GTP 104833	50144313
Lot 24 on GTP 104833	50144314
Lot 25 on GTP 104833	50144315
Lot 27 on GRP 105592	50167227
Lot 28 on GRP 105592	50167228
Lot 29 on GRP 105592	50167229
Lot 30 on GRP 105592	50167230
Lot 31 on GRP 105592	50167231
Lot 32 on GRP 105592	50167232
Lot 33 on GRP 105592	50167233
Lot 34 on GRP 105592	50167234
Lot 35 on GRP 105592	50167235
Lot 36 on GRP 105592	50167236
Lot 37 on GRP 105592	50167237
Lot 38 on GRP 105592	50167238

Lot 39 on GRP 105592	50167239
Lot 40 on GRP 105592	50167240
Lot 41 on GRP 105592	50167241
Lot 42 on GRP 105592	50167242
Lot 43 on GRP 105592	50167243
Lot 44 on GRP 105592	50167244
Lot 46 on GRP 106645	50203797
Lot 47 on GRP 106645	50203798
Lot 48 on GRP 106645	50203799
Lot 49 on GRP 106645	50203800
Lot 50 on GRP 106645	50203801
Lot 51 on GRP 106645	50203802
Lot 52 on GRP 106645	50203803
Lot 53 on GRP 106645	50203804
Lot 54 on GRP 106645	50203805
Lot 55 on GRP 106645	50203806
Lot 56 on GRP 106645	50203807
Lot 57 on GRP 106645	50203808
Lot 58 on GRP 106645	50203809
Lot 59 on GRP 106645	50203810
Lot 60 on GRP 106645	50203811
Lot 61 on GRP 106645	50203812
Lot 62 on GRP 106645	50203813
Lot 63 on GRP 106645	50203814
Lot 64 on GRP 106645	50203815
Lot 65 on GRP 106645	50203816
Lot 66 on GRP 106645	50203817
Lot 67 on GRP 106645	50203818
Lot 68 on GRP 106645	50203819
Lot 69 on GRP 106645	50203820

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Treetops Mt Coot-Tha	22698
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Standard Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature		Signature	
Signer Name	Brenton Schoch	Signer Name	Insert Signer Name
Signer Authority	Legal Practitioner acting for the Body Corporate	Signer Authority	Select Signer Authority
Entity (if applicable)	Grace Lawyers	Entity (if applicable)	Click or tap here to enter text.
Execution Date	26/09/2024	Execution Date	Click or tap to enter a date.

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

SCHEDULE A	SCHEDULE OF ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on GTP 104833	77	77
Lot 2 on GTP 104833	77	77
Lot 3 on GTP 104833	77	77
Lot 4 on GTP 104833	78	78
Lot 5 on GTP 104833	94	94
Lot 6 on GTP 104833	94	94
Lot 7 on GTP 104833	94	94
Lot 8 on GTP 104833	94	94
Lot 9 on GTP 104833	94	94
Lot 10 on GTP 104833	94	94
Lot 11 on GTP 104833	87	87
Lot 12 on GTP 104833	87	87
Lot 13 on GTP 104833	94	94
Lot 14 on GTP 104833	87	87
Lot 15 on GTP 104833	94	94
Lot 16 on GTP 104833	100	100
Lot 17 on GTP 104833	100	100
Lot 18 on GTP 104833	100	100
Lot 19 on GTP 104833	100	100
Lot 20 on GTP 104833	100	100
Lot 21 on GTP 104833	100	100
Lot 22 on GTP 104833	107	107
Lot 23 on GTP 104833	107	107
Lot 24 on GTP 104833	107	107
Lot 25 on GTP 104833	107	107
Lot 27 on GRP 105592	85	85
Lot 28 on GRP 105592	77	77
Lot 29 on GRP 105592	85	85
Lot 30 on GRP 105592	94	94
Lot 31 on GRP 105592	94	94
Lot 32 on GRP 105592	94	94
Lot 33 on GRP 105592	94	94
Lot 34 on GRP 105592	94	94
Lot 35 on GRP 105592	94	94
Lot 36 on GRP 105592	87	87
Lot 37 on GRP 105592	87	87
Lot 38 on GRP 105592	87	87
Lot 39 on GRP 105592	94	94
Lot 40 on GRP 105592	85	85
Lot 41 on GRP 105592	85	85
Lot 42 on GRP 105592	102	102
Lot 43 on GRP 105592	102	102

Lot 44 on GRP 105592	98	98
Lot 46 on GRP 106645	85	85
Lot 47 on GRP 106645	85	85
Lot 48 on GRP 106645	87	87
Lot 49 on GRP 106645	78	78
Lot 50 on GRP 106645	87	87
Lot 51 on GRP 106645	85	85
Lot 52 on GRP 106645	85	85
Lot 53 on GRP 106645	85	85
Lot 54 on GRP 106645	79	79
Lot 55 on GRP 106645	85	85
Lot 56 on GRP 106645	85	85
Lot 57 on GRP 106645	79	79
Lot 58 on GRP 106645	85	85
Lot 59 on GRP 106645	85	85
Lot 60 on GRP 106645	79	79
Lot 61 on GRP 106645	79	79
Lot 62 on GRP 106645	94	94
Lot 63 on GRP 106645	94	94
Lot 64 on GRP 106645	98	98
Lot 65 on GRP 106645	98	98
Lot 66 on GRP 106645	94	94
Lot 67 on GRP 106645	87	87
Lot 68 on GRP 106645	87	87
Lot 69 on GRP 106645	87	87
TOTALS	6,060	6,060

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

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATIONS

1.1 In these By-Laws the following terms have the following meaning unless the context otherwise requires:

"Act" or "BCCM Act" means the Body Corporate and Community Management Act 1997 (Qld) as amended from time to time.

"Body Corporate" means the body corporate for the Scheme established pursuant to the Act.

"Building" means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land. "By-Laws" means the By-Laws for the Scheme.

"CMS" means this community management statement.

"Caretaker" means the person or corporation that has entered into, or is to enter into the Caretaker's Agreement. If there is no such person, the Committee may nominate a person as the Caretaker for the purposes of these By-laws.

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

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

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

"Common Property" means the common property for the Scheme.

"Common Property Roadway" means the internal roads that are located within the Scheme Land and on the Common Property, and "Common Property Roadways" shall have a corresponding meaning.

"Invitee" means a person who is invited in any capacity onto a lot or common property by an Owner or Occupier, however it does not include a person who resides in a lot in the scheme on 4 or more nights per week commencing each Sunday.

"Letting Agent" means the person or entity that has entered into, or is to enter into, the Letting Agent's Agreement.

"Letting Agent's Agreement" means the agreement entered into, or to be entered into, between the Letting Agent (if any) and the Body Corporate under which the Letting Agent lets lots in the Scheme for Owners. It includes any agreement that replaces or extends a previous agreement.

"Lot" means a lot in the Scheme.

"Owner" and **"Occupier"** have the meaning given to them in the Act. A reference to "proprietor" shall mean the Owner of a Lot.

"Scheme" means the community title scheme for TREETOPS MT COOT-THA CTS 22698.

"Scheme Land" means the land contained within the Scheme from time to time.

"Smoke" means to hold or other have control over an ignited smoking product (including vapes and similar products).

"Speed Limit" means 15 kilometres per hour or such other speed limit as nominated by the Committee from time to time.

"Regulations" means the Body Corporate and Community Management (Standard Module) Regulation 2008 (Qld) as amended from time to time.

"Secretary" means the secretary of the Body Corporate.

"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.

1.2 These By-Laws are to be interpreted in accordance with the following rules:

- (a) Terms not defined in this CMS but defined in the Act have the meanings given to them in the Act.
- (b) Headings are for guidance only and are not to be used for interpretation.
- (c) Plurals include the singular and the singular include the plural.

- (d) Reference to either gender includes a reference to the other gender.
- (e) Reference to a whole includes any part of the whole.
- (f) A reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (h) Where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (i) All By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2 NOISE

- 2.1 An Owner or Occupier of a Lot and their invitees must not create noise or otherwise behave in a manner when entering, occupying and departing the Lot or the Scheme that is likely to interfere with the peaceful enjoyment of other Owners or Occupiers of any Lot or persons lawfully occupying the Common Property.
- 2.2 An Owner or Occupier of a Lot shall take all steps to ensure that they and their invitees do not create noise or otherwise behave in a manner likely to interfere with peaceful enjoyment of the other Owners or Occupiers.

3 OBSTRUCTION OF COMMON PROPERTY

- 3.1 The Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person.
- 3.2 Owners and Occupiers must promptly give written notice to the Body Corporate of any accident which occurs or arises out of or relates to the Common Property. Such notice must include all details of the accident which would normally be required by an insurer. The Owner or Occupier as the case may be must provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

4 DAMAGE TO LAWNS ETC

- 4.1 The Owner or Occupier of a Lot must not without the Body Corporate's written approval:
 - (a) damage a lawn, garden, tree, shrub, plant or flower being part of or situated on the Common Property; or
 - (b) use a part of the Common Property as a garden or make any changes to any existing garden on the Common Property.
- 4.2 An approval under By-Law 4.1 must state the period for which it is given.
- 4.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier.

5 DAMAGE TO COMMON PROPERTY

- 5.1 An Owner or Occupier of a Lot or their guests must not mark, paint, drive nails, screws or other objects into or otherwise damage or deface, any structure that forms part of the Common Property, without the Body Corporate's written approval.

6 LEAVING OF RUBBISH ETC ON COMMON PROPERTY

- 6.1 The Owner or Occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

7 GARBAGE DISPOSAL

The Owner or Occupier of a Lot must comply with all directions and laws of the Brisbane City Council and their authorized collector on disposal of garbage and further:-

- 7.1 or on such part of the Common Property as may be authorized by the Body Corporate, in clean and dry condition and adequately covered or screened, a receptacle for the sole purpose of the collection of garbage;
- 7.2 must ensure that the receptacle for garbage is stored so that it cannot be seen from any part of the Common Property Roadway, and to that end may be covered or screened with a cover/screen that has been approved by the Body Corporate. The Owner or Occupier of a Lot must not erect any cover or screen without first obtaining the Body Corporate's written approval to the colour, materials, style, design, location and any other details reasonably requested by the Body Corporate;
- 7.3 must ensure bottles, boxes, used containers and similar items are stored tidily out of sight from the Common Property Roadway;
- 7.4 must keep car spaces tidy and free of all litter to a standard determined by the Committee from time to time;
- 7.5 must ensure the receptacle for garbage is placed on the kerbside (in a location as directed by the Body Corporate) on the evening preceding the day appointed by the Brisbane City Council for the local authority by-laws and ordinances relating to the disposal of garbage, and are returned to their place of storage (and out of sight of the Common Property Roadway) within 24 hours of garbage collection; and
- 7.6 must ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot are not adversely affected by their disposal of garbage.

8 KEEPING OF ANIMALS

- 8.1 An Occupier must not, except with the Committee's written approval:
 - (a) Bring or keep an animal (which includes but is not limited to birds, fish, insects, reptiles, dogs, cats, livestock or poultry of any kind) on a Lot or the Common Property; or
 - (b) Permit an Invitee to bring or keep an animal on a Lot or the Common Property for more than 3 days per week commencing each Sunday.
- 8.2 An approval given under this by-law may be given on conditions, as the Committee considers reasonable and appropriate in the circumstances.
- 8.3 In seeking approval, an Occupier must provide to the Committee such information which the Committee reasonably requests in order to consider the application, including (however not limited to) information going to the animal's breed, species, colour, name, health, history, registration and vaccination status, and exhibited behaviours.
- 8.4 In addition, any approval will always be subject to the Pet Approval Conditions in the Treetops Pet Application as well as the following conditions:
 - (a) 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);
 - (b) The animal must be restrained or carried when leaving or entering the Lot;
 - (c) The animal must be domesticated;
 - (d) The animal must be toilet trained;
 - (e) Any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;
 - (f) The animal must be kept free of parasites and disease;
 - (g) If requested by the committee, the owner of the animal must supply a veterinary certificate as to the animal's health;

- (h) The animal must not make any noise or cause any disturbance that is likely to interfere with the enjoyment of the occupier of another lot or any person lawfully using the Common Property;
 - (i) All local government requirements must be complied with as regards the animal (including as regards registration of the animal).
- 8.5 An Occupier must comply with any reasonable request of the Committee to ensure that all applicable conditions of approval 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.
- 8.6 Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
- 8.7 An application for written approval for an animal under by-law 8.1(a) by an Occupier, who is not the owner, must be accompanied by consent from the owner of the Lot.
- 8.8 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*.
- 8.9 Where an animal is approved pursuant to this by-law, that approval will not apply to any replacement or additional animal/s. Upon the passing of a prior approved pet the Owner/Occupier must seek a new approval for any future animal.
- 8.10 Prior approvals given will not be affected by this by-law.

9 FENCES

An Owner or Occupier of a Lot shall not without the consent in writing of the Body Corporate erect any fence on the Lot unless the same is of a construction approved by the Body Corporate.

10 APPEARANCE OF LOT

10.1 Each Owner or Occupier of a Lot:

- (a) shall be responsible for the exterior and interior maintenance, painting, upkeep and decoration of their Lot, provided however that an Owner, Occupier or mortgagee is prohibited from altering the external appearance (including, without limitation, colour scheme) of any structure on the Lot without the prior written consent of the Body Corporate. For clarity, any approval given by the Body Corporate in relation to altering the external appearance of a structure on a Lot may be subject to conditions as determined by the Committee, including (for example) that in relation to a request to change the colour scheme for a Lot, all Lots in the same joined group must adopt the same colour scheme;
- (b) shall keep the gardens and lawns in a neat and tidy appearance in keeping with the style and character of the parcel;
- (c) must keep the exterior of their Lot (including but not limited to the structure, walls, roof and gutters and carports):
 - (i) clean and free of mould;
 - (ii) free of leaf debris;
 - (iii) maintained in good condition;
 - (iv) with respect to carports, neat and tidy and free of rubbish, clutter, tools, equipment and the like,

and must attend to any cleaning and/or maintenance promptly when requested by the Body Corporate and in any event no later than 28 days from receiving the request from the Body Corporate (unless the Body Corporate notifies the Owner or Occupier in writing of a longer time frame).

10.2 An Owner or Occupier of a Lot shall not place any solar water heater/solar panels, television antennae, communication dish or antennae on a building or Lot without the prior approval in writing of the Body Corporate. An application for the installation of these items must include the following details:

- (a) For a solar water heater/solar panels, the make, model, colour, number of and size of the heater or panels and all pipework and cabling to be installed;
 - (b) Details of the location of where the item is to be installed (noting that television antennae, communication dish or antennae or any other type of antennae must be located within the roof space of the Lot or such other location as approved in writing by the Body Corporate. Approval must be obtained prior to installation.);
 - (c) Details of the method of installation;
 - (d) Letters from the Owners of neighbouring Lots that are impacted by the installation (including but not limited to any Lots that will be able to see the installation from any part of their Lot) confirming that they have no objection to the installation;
 - (e) Any other details which the Body Corporate may in its discretion request from time to time.
- 10.3 An Owner or Occupier wishing to install a solar water heater or solar panels must comply with any reasonable direction of the Body Corporate in relation to positioning or installation.
- 10.4 An approval given to install solar panels will be given on the condition that the solar panels must be placed flat on the roof and do not extend beyond the apex of the roof.
- 10.5 An Owner or Occupier of a Lot shall not install an air conditioning unit of any kind without first obtaining the prior approval in writing from the Body Corporate. An application for the installation of an air conditioning unit must include the following details:
- (a) The make, model, colour and size of the air conditioning unit and all pipework and cabling to be installed;
 - (b) Details of the location of where the air conditioning unit is to be installed;
 - (c) Details of the method of installation of the air conditioning unit;
 - (d) Letters from the Owners of neighbouring Lots that are impacted by the installation (including but not limited to any Lots that will be able to see or hear the installation from any part of their Lot) confirming that they have no objection to the installation;
 - (e) Any other details which the Body Corporate may in its discretion request from time to time.
- 10.6 Air conditioning units must not be installed in a position where they are visible from the Common Property Roadway unless approved by the Body Corporate, and they must not cause noise nuisance to any other Lot Owner or Occupier.
- 10.7 Air conditioning units must be low profile, of neutral colour and they and their associated pipework and cables must be painted in a colour approved by the Body Corporate. They must be installed within the boundaries of the relevant Lot, as close to the ground as possible so as not to visually impact Owner or Occupiers of other Lots. If the Body Corporate grants approval on the condition that screening is to be installed, the screening must be of a colour, materials, style and design approved by the Body Corporate.
- 10.8 An Owner or Occupier wishing to install an air conditioner must comply with any reasonable direction of the Body Corporate in relation to positioning or installation.
- 10.9 Any alteration made to Common Property or fixture or fitting attached with the approval of the Body Corporate, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the Owner or Occupier of the Lot whose owner made the alteration.
- 10.10 No name, writing, drawing, signboard, placard, signal advertisement or illumination shall be inscribed or exposed on or at any window or other part of the structure of the Lot and no article shall be projected out of any window or over any balcony without the approval in writing of the Body Corporate.

- 10.11 An Owner or Occupier of a Lot shall not construct or permit the construction or erection of any fence, pergola, deck, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Body Corporate. The Body Corporate may request all such information it considers necessary in order to decide whether to grant approval and the Owner or Occupier must provide the information promptly, including that the Body Corporate may request that the Owner or Occupier provide letters from the Owners of neighbouring Lots that are impacted by the installation (including but not limited to any Lots that will be able to see the installation from any part of their Lot) confirming that they have no objection to the installation. The Body Corporate may grant approval on whatever conditions it deems fit, acting reasonably.
- 10.12 An Owner or Occupier of a Lot must not hang any washing, bedding or other similar article in any carport or open garage, on the apron or driveway of a Lot or on Common Property.
- 10.13 Should an Owner or Occupier fail to comply with the preceding provisions of this By-Law 10 the Committee of the Body Corporate may give notice in writing to the Owner requiring the Owner to remedy the default within 7 days thereafter, failing which the Committee of the Body Corporate may at the cost of the Owner appoint a contractor to enter upon his/her Lot to remedy the default and the Owner hereby authorizes and empowers the Committee of the Body Corporate to act in accordance with this By-Law.
- 10.14 Any consent or approval given by the Body Corporate pursuant to these By-Laws shall be revocable upon notice to the Owner or Occupier for the time being having the benefit of such consent or approval.

11 WINDOWS

Windows shall be kept clean and promptly replaced by the Owner or Occupier of the Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked.

12 BLINDS AND WINDOW COVERS

No blinds, reflective material, shutters, awnings or other window covers shall be affixed externally to the Lot or the Common Property unless written consent is first obtained from the Body Corporate.

13 POST BOXES

An Owner or Occupier must regularly clear their post box.

14 INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Owner or Occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

15 FLAMMABLE LIQUIDS, GASES OR OTHER MATERIALS

- 15.1 An Owner or Occupier of a Lot shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on any lot on the group title plan or which may conflict with the laws and/or regulations relating to fires of any insurance policy upon any property on the group title plan or the regulations or ordinances of any State or the Local Authority for the time being in force.
- 15.2 An Owner or Occupier of a Lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase a risk of fire or explosion in their Lot.
- 15.3 An Owner or Occupier of a Lot shall not store pruned vegetation, grass, paper, cardboard or any other materials that may increase the risk of fire occurring. The Body Corporate reserves the right to direct lot Occupiers to remove at their cost any such material immediately or if failing to do so this material will be removed by the Body Corporate at the cost of the Owner or Occupier of the Lot.

16 DISPLAY OF BY-LAWS

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

17 DUTIES OF THE BODY CORPORATE

- 17.1 The Body Corporate shall ensure that the overall appearance of any improvements on the Common Property of the parcel shall remain uniform and as such will perform the duty of the Owners to re-paint the external surfaces of any such improvements requiring such re-painting situated within the Common Property of the parcel and will ensure that all such external surfaces and all gardens and lawns are kept in a state of good repair as at registration of a Group Titles Plan.
- 17.2 Authority to expend funds in excess of the prescribed amount pursuant to the Regulations to perform work required by this By-Law may be given to the Committee by any ordinary resolution of the Body Corporate at a general meeting.
- 17.3 An Owner, Occupier or mortgagee shall not alter the building structure/materials of any improvement on their Lot without prior approval in writing from the Body Corporate pursuant to resolution of the Body Corporate.
- 17.4 In addition to insurance effected pursuant to the Regulations the Body Corporate shall insure and keep insured all buildings on the Common Property and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
- 17.5 The Committee of the Body Corporate may make rules relating to the Common Property and in particular in relation to the tennis court, swimming pool, recreation area and change rooms not inconsistent with these By-laws and the same shall be observed by the Owners and Occupiers, their guests, servants, employees, agents, children, invitees and licensees of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 17.6 The duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- 17.7 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees and licensees of the Owner or Occupier of a Lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of a Lot at the time when the breach occurred.
- 17.8 The Body Corporate or the Committee of the Body Corporate shall, in addition to those duties pursuant to the Act, maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Lot or the Common Property.

18 CORRESPONDENCE

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate or Body Corporate Manager.

19 RIGHT OF ACCESS

- 19.1 Subject to By- Law 19.4 an Owner or Occupier, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any Contractors, sub-Contractors, workmen or other person authorized by it, the right of access to their Lot for the purpose of:
 - (a) inspecting the interior of the Lot;

- (b) carrying out testing on and/or carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone, internet or other system or service, whether to their Lot or to any adjoining Lot.

- 19.2 The expenses in relation to the above will be payable by the Owner or Occupier of the Lot concerned in the case where such tests, works and/or repairs are required due to any actual default of such Owner or Occupier or their tenants, guests, servants or agents.
- 19.3 The Body Corporate, in exercising this right of access shall ensure that its servants, agents, employees cause as little inconvenience to such Owner/Occupier as are reasonable in the circumstances.
- 19.4 In the case of an emergency, the right of access may be exercised at any time, with or without notice of intended entry being given to the Owner or Occupier.

20 DISPLAY HOMES

An Owner wishing to display a Lot shall use the standard system of signage approved by the Body Corporate for this purpose. This system may vary from time to time by the Body Corporate Committee to meet current property marketing strategies.

21 USE OF LOTS

- 21.1 An Owner or Occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing on the Lots on the Group Titles Plan.
- 21.2 An Owner or Occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.
- 21.3 An Owner or Occupier of a Lot shall not use any toilets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services.
- 21.4 An Owner or Occupier of a Lot shall keep the same in a good state of preservation and cleanliness and shall take steps to control and exterminate therein all vermin, insects or other pests.

22 BEHAVIOUR OF INVITEES

- 22.1 An Owner or Occupier of a Lot shall take all steps to ensure that their invitees comply with the provisions of the By-Laws when upon a Lot or Common Property and in the event of their inability for any reason to ensure such compliance by any invitee they shall thereupon:-
 - (a) withdraw the invitation of that person to be upon a Lot or Common Property; and ensure that such person immediately leaves the Scheme Land;
 - (b) be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or Occupier or their invitees.
- 22.2 An Owner or Occupier of a Lot which is the subject of a lease or licence agreement shall take all steps including any action available to them under such lease or licence agreement, to ensure that any lessee or licensee or other Occupier of the Lot or their invitees comply with the provisions of these By-Laws.
- 22.3 Guests leaving or moving about the complex at any time shall be directed by their host to leave quietly and quietness shall also be observed when Owners and Occupiers return to their Lots.
- 22.4 An Owner or Occupier of a Lot shall take all essential steps to ensure that their invitees comply with this By-Law.

23 USE OF CHANGE ROOM/CLUB HOUSE & AMENITIES, SWIMMING POOL, TENNIS COURTS, BARBECUE AND CLUB HOUSE RECREATIONAL AREAS

23.1 In relation to the use of the Pool, Club House and BBQ area an owner or occupier of a Lot shall ensure:

- (a) that the areas are left in a clean and tidy condition at all times;
- (b) that the areas can be used during the following hours:-

Monday to Friday: 7:00am to 9:00pm
Saturday: 7:00am to 9:00pm
Sunday and Public Holidays: 8:30am to 9:00pm

23.2 In relation to the use of the Tennis Court an owner or occupier of a Lot shall ensure:

- (a) that the area can be used during the following hours:

Monday to Friday: 7:00am to sunset
Saturday: 7:00am to sunset
Sunday and Public Holidays: 8:30am to sunset

23.3 In relation to the use of the facilities under this by-law, an Owner or Occupier of a Lot shall ensure:

- (a) that invitees and guests do not use the same or any of them unless an Owner or Occupier accompanies them;
- (b) that children below the age of thirteen (13 years) are not in or around the same or any of them unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool and tennis court areas;
- (d) that they and their invitees shall exercise caution at all times and shall not run, splash, jump dive or behave in any manner that is likely to interfere with the use and enjoyment of the pool, tennis court and barbeque by other persons or increase the risk of injury to any person;
- (e) swimwear must be worn at all times when using the pool or pool area and nudity is prohibited.

23.4 An Owner or Occupier wishing to utilise the facilities under by-law 23 outside of the hours stated may do so only with the prior written approval of the body corporate and in that instance consent for the out of hours use must be sought at least 14 days prior to the intended date for the out of hours use; and

23.5 The Body Corporate may make rules relating to the Common Property and in particular in relation to the use (including bookings and reservations) and enjoyment, safety of any swimming pool, tennis court or club house, barbeque, recreational areas not inconsistent with these by-laws and the same shall be observed by Owners or Occupiers of Lots.

24 MAINTENANCE OF SWIMMING POOL

An Owner or Occupier of a Lot shall not without proper authority of the Committee operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

25 SECURITY OF PARCEL

25.1 The Committee of the Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these By-Laws and without limiting the generality of the foregoing may:-

- (a) close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Owners or Occupiers of any such part of the Common Property;
 - (b) permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or Occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - (c) obtain, install and maintain locks, alarms, communication systems and other security devices.
- 25.2 If the Committee of the Body Corporate 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 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 therefore as may be determined from time to time by the Committee.
- 25.3 An Owner or Occupier of a Lot to whom any key or any operation 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 license of a Lot to any such Occupier) to ensure return thereof to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier.
- 25.4 An Owner or Occupier of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicated the same or cause or permit the same to be duplicated and shall take all precautions to ensure that the same is not lost or handed to any person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- 25.5 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 the same is lost or misplaced.

26 NOTICE OF DEFECT

- 26.1 An Owner or Occupier of a Lot shall directly after becoming aware of any defect in the Common Property or in any property vested in the Body Corporate or of any accident associated therewith give notice to the Secretary or to the managing agent of the Body Corporate.
- 26.2 An Owner or Occupier of a Lot shall give to the Body Corporate prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures of which the Owner or Occupier becomes aware and the Body Corporate shall have authority by its servants or agents in circumstances having regard to the urgency involved to examine or to make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot as often as may be necessary.

27 COMMON PROPERTY ROADWAY AND OTHER COMMON PROPERTY

- 27.1 The Common Property Roadways, pathways, drive, other Common Property and any easement giving access to the land shall not be obstructed by any Owner or Occupier or the tenants, guests, servants, employees, agents, children, invitees of an Owner or Occupier or any of them or used by them for any purpose other than for the reasonable ingress and egress to and from their respective Lots, to and from other lots in the Scheme, to access the facilities on the Common Property or to access the parking areas provided. An Owner or Occupier of a Lot shall not:-
- (a) Drive or permit to be driven any motor vehicle in excess of two tonnes weight onto or over the Common Property or Common Property Roadway other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinance.
 - (b) Permit any invitees' vehicles to be parked on the Common Property Roadway at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

- (c) Permit any caravan, campervan or mobile home onto over or through the Common Property or on the land of the Owner unless the same is housed in a garage and is not visible from any part of the Common Property.
 - (d) Permit any occupation of a caravan on a Lot.
 - (e) Permit the use of the Common Property Roadways for recreational or playground activities.
- 27.2 Subject to compliance with By-Law 27.1, the Common Property Roadways may be used for vehicular, bicycle and pedestrian ingress and egress.

28 VEHICLES

- 28.1 The Owner or Occupier of a lot must not, without the body corporate's 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:
- (a) Approval under this by-law must state the period for which it is given.
 - (b) However, the body corporate may cancel an approval under by-law 28.1(a) by giving seven (7) days written notice to the Owner or Occupier.
- 28.2 An Owner or Occupier of a Lot must ensure that their vehicles are parked within a garage or carport on their Lot. An Owner or Occupier shall not park or stand or permit the parking or standing of any caravan, trailer boat or motor vehicle upon the Common Property or Common Property Roadway unless for the purpose of immediately loading or unloading the same.
- 28.3 The Owner or Occupier must ensure that no part of any vehicle, caravan, trailer, boat or motor vehicle extends or intrudes onto or over the Common Property Roadway.
- 28.4 Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the common property.
- 28.5 Owners and Occupiers may wash Vehicles on the common property driveway provided that:
- (a) it is safe to do so and does not cause a nuisance or hazard;
 - (b) it does not prevent access around the scheme's internal driveway; and
 - (c) the Vehicle is promptly removed from the common property driveway upon completion of the wash.
- 28.6 An Occupier shall not, without the prior approval of the Committee:
- (a) Permit any Invitees' Vehicles to be parked on the roadway forming part of the common property at any time; or
 - (b) 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 within the boundaries of the owner/occupier's designated parking area.
- 28.7 The Body Corporate reserves its rights to seek for any Vehicle found to be in breach of this by-law to be towed away at the owner/occupier's expense.
- 28.8 In the event that an owner or occupier breaches by-law 28.1(a) the Body Corporate may, at its discretion and via its duly appointed Committee, authorise and appoint a company (the Company) to place a notification (the notification) on the offending Vehicle requesting the owner or occupier remove the offending Vehicle from the prohibited area, within 24 hours.
- 28.9 In this event, the Body Corporate and its duly appointed Committee will not be responsible for any further actions associated with the placement of the notification. Any dispute will be a matter exclusively between the owner or occupier and the Company.
- 28.10 In the event that an Owner or Occupier continues to breach by-law 28.1(a) by failing to remove the offending Vehicle (irrespective of the notification being given), the Body Corporate may, at its discretion and via its duly appointed committee, authorise and appoint the Company to carry out the removal of the offending Vehicle from the scheme land. In this event the Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such Vehicle. Any dispute will be a matter exclusively between the relevant owner or occupier and the Company.

- 28.11 The Body Corporate and its duly appointed committee will not be held liable for any charges, costs or invoices associated with the Company's services. The matter will be exclusively between the relevant Owner or Occupier and the Company.
- 28.12 The Body Corporate and its duly appointed Committee will not be held liable for any action performed pursuant to the abovementioned by-laws.
- 28.13 Owners and Occupiers are required to notify the Body Corporate of the registration number of their vehicle/s for the purpose of updating the vehicle register.

29 PARKING WITHIN THE COMPLEX

- 29.1 All parking bays within the complex unless otherwise designated are for the occasional short-term use of Invitees to the complex. (For the purpose of this By Law, occasional short term is defined as a maximum period of 4 consecutive days, on a once off or occasional basis. For periods beyond 4 consecutive days, or for any other use by a visitor that is not occasional, prior written approval must be obtained from the Body Corporate Committee to park within the complex.)
- 29.2 The Body Corporate reserves its rights to seek for any Vehicle found to be in breach of this by-law to be towed away at the owner/occupier's expense.
- 29.3 In the event that an Owner, Occupier or Invitee breaches by-law 29.1 the Body Corporate may, at its discretion and via its duly appointed Committee, authorise and appoint a company (the Company) to place a notification (the notification) on the offending Vehicle requesting the Owner, Occupier or Invitee remove the offending Vehicle from the prohibited area, within 24 hours.
- 29.4 In this event, the Body Corporate and its duly appointed Committee will not be responsible for any further actions associated with the placement of the notification. Any dispute will be a matter exclusively between the Owner, Occupier or Invitee and the Company.
- 29.5 In the event that an Owner, Occupier or Invitee continues to breach by-law 29.1 by failing to remove the offending Vehicle (irrespective of the notification being given), the Body Corporate may, at its discretion and via its duly appointed committee, authorise and appoint the Company to carry out the removal of the offending Vehicle from the scheme land. In this event the Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such Vehicle. Any dispute will be a matter exclusively between the relevant Owner, Occupier or Invitee and the Company.
- 29.6 The Body Corporate and its duly appointed committee will not be held liable for any charges, costs or invoices associated with the Company's services. The matter will be exclusively between the relevant Owner, Occupier or Invitee and the Company.
- 29.7 The Body Corporate and its duly appointed Committee will not be held liable for any action performed pursuant to the abovementioned by-laws.

30 SPEED LIMITS

An Owner or Occupier or guest of a Lot shall not exceed the Speed Limit nominated by the Body Corporate Committee from time to time while driving any motor vehicle, bicycle or other vehicle on the Common Property.

31 BEHAVIOUR OF OWNERS OR OCCUPIERS

Where these By-Laws restrict the behaviour or activity of an Owner or Occupier there shall be imposed upon that Owner or Occupier the obligation not to permit that behaviour or activity by any other person including but not limited to their tenants, guests or invitees.

32 RECOVERY OF COSTS

An Owner, Occupier or mortgagee shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) incurred in recovering any charges levied pursuant to the Body Corporate and Community Management Act 1997 (as amended) or enforcing these By-Laws which costs and expenses are deemed to be liquidated debt due and in the case of an Owner shall be a charge added to the Administrative Levy.

33 INSURANCE

An Owner or Occupier of the Lot shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on their Lot or the Common Property or which may conflict with the laws and or regulations relating to fires or any insurance policy upon such Lot or the Common Property or the regulations or ordinances of any public authority for the time being enforced.

34 WASTAGE OF WATER

An Owner or Occupier of a Lot shall not waste water and shall see that all water taps on their Lot and/or on the Common Property are promptly turned off after use.

35 OBSERVANCE OF THESE BY-LAWS

The duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot shall be observed not only by such Owner or Occupier but by the tenant, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier shall take all reasonable steps to ensure that their tenants, guests, servants, employees, agents, children, invitees and licensees observe these By-Laws.

36 RULES RELATING TO THE COMMON PROPERTY

The Committee of the Body Corporate may make rules relating to the Common Property not inconsistent with these By-Laws and the same shall be observed by the Owner, Occupier or his guests of each Lot unless they are disallowed or revoked by an ordinary resolution at a general meeting of the Body Corporate.

37 CONTRACTORS

The Owner or Occupier of a Lot shall not directly instruct, give directions to, nor interfere with the business or property of any managers, Caretakers, contractors or workman employed by the Body Corporate unless they are authorized by the Body Corporate. Any requests are to be submitted in writing to the Secretary of the Body Corporate.

38 CARETAKING

- 38.1 The Body Corporate may appoint a Caretaker of the parcel pursuant to and for such period of time and containing such terms and conditions that the Committee of the Body Corporate may deem fit, including and in no way consistent with all the rights and privileges granted pursuant to this By-Law.
- 38.2 For so long as there is in force a Caretaking Agreement, the Body Corporate will not directly or indirectly carry on or be concerned in nor allow any person or corporation, its employee to carry on or be concerned in the business of the caretaking of the Common Property and/or providing any of the services referred to in this By-Law or in the Caretaking Agreement.
- 38.3 The Committee of the Body Corporate may designate or approve from time to time a lot as the Caretaker's Lot which may incorporate the Letting Agent's Lot.

39 LETTING

- 39.1 The Body Corporate may appoint a Letting Agent pursuant to a Letting Agreement which will provide that the Body Corporate is to pay no remuneration to the Letting Agent for the provision of services pursuant to such Letting Agreement for such period of time and containing such terms and conditions as the Committee of the Body Corporate may deem fit, including and in no way consistent with all the rights and privileges granted pursuant to this By-Law.
- 39.2 For so long as there is in force a Letting Agreement the Letting Agent may;
 - (a) Erect or display signs or notices in or about the Common Property, of a number, size type and design as approved by the Committee of the Body Corporate;
 - (b) Provide hiring, cleaning, laundry, room and all other services as are ancillary to the letting service.

- 39.3 The Body Corporate will not directly or indirectly engage in or be concerned in nor allow any person or corporation that is employed to carry on or be concerned in the business of the letting of Lots and or the providing of any other services referred to in this By-Law or in the Letting Agreement or in business of the same or similar nature as a business conducted by the Letting Agent.

40 REPAIRS BY THE BODY CORPORATE

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

41 PAY TELEVISION

The Body Corporate has the power to allow a person to install cabling, wiring, ducting, conduits, amplifier, satellite dish or any other equipment necessary ("**the equipment**") to allow the provision of cable television services, satellite services and similar services to the parcel and to enter into agreements with the providers of cable television services and similar services on the terms of the installation of the equipment and provision of such services to the parcel. The Body Corporate does not guarantee that any such services will be available from any Lot in the Scheme.

42 EXCLUSIVE USE

The Body Corporate grants to the current proprietor of Lot 65 exclusive use of that area itemized in Schedule E hereof and marked on the attached Sketch A for encroachment purposes only. The proprietors of Lot 65 will be responsible for the maintenance and upkeep of the said area.

43 SMOKING

- 43.1 An Owner, Occupier or Invitee must not Smoke on the Common Property.
- 43.2 An Owner, Occupier or Invitee must not Smoke anywhere on Scheme Land (including, but not limited to, within a Lot (including on a balcony, terrace or courtyard of a Lot)) so as to:
- (a) Cause a nuisance or hazard to another Owner, Occupier or Invitee;
 - (b) Interfere unreasonably with the use and enjoyment of another Lot; or
 - (c) Interfere unreasonably with the use or enjoyment of the Common Property.
- 43.3 Any Smoke drift caused by an Owner, Occupier or Invitee must not cause an unreasonable interference, nuisance and/or hazard to another Owner, Occupier or Invitee's use and enjoyment of another Lot or Common Property.

44 NUISANCE AND HAZARD

- 44.1 The Owner or Occupier must not use (including failing to undertake necessary actions), or permit the use of a Lot or the common property in a way that:
- (a) causes a nuisance or hazard; or
 - (b) interferes unreasonably with the use or enjoyment of another lot included in the scheme; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not applicable.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot 65 on GTP of Resubdivision 106645 – Area 65A hatched in black in Sketch marked "A".

