

SCHEDULE C BY-LAWS

1. Interpretation

In these By-laws unless the contrary intention appears:-

- (a) the singular includes the plural and vice versa;
- (b) the word "occupier" means a person bound by these By-laws and includes a firm, a body corporate, an unincorporated association or an authority; and
- (c) a reference to any thing is a reference to the whole and each part of it.

2. Noise

An occupier must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

3. Vehicles

- (1) The occupier of a lot must not without the body corporate's written approval:-
 - (a) park a vehicle, or allow a vehicle to stand, on the common property, or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property except for the designated visitor parking which must remain available at all times for the sole use of visitors vehicles;
 - (c) Carry out mechanical repairs to any vehicle while it is parked on the common property.
- (2) An approval under sub-section (1) must state the period for which it is given.
- (3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.
- (4) An invitee of an occupier of a lot may park a vehicle on the Common Property but must do so only within the spaces allocated as visitor carparking spaces by the Body Corporate from time to time.
- (5) Vehicles may only be driven on the parts of the common property that are designed for that purpose. Vehicles must be driven at a safe speed and the maximum speed limit is 5 kilometres per hour.

4. Obstruction

An occupier must not obstruct the lawful use of the common property by someone else.

5. Damage to lawns etc.

- (1) An occupier must not, without the body corporate's written approval:-

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- (2) An approval under sub-section (1) must state the period for which it is given.
- (3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

6. Protection of common property

- (1) An occupier 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.
- (2) An 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 is soundly built and is consistent with the color, style and materials of the building and does not detract from the amenity of the building or surrounding lots of the Scheme.
- (3) The occupier must keep a device installed under sub-section (2) in good order and repair.
- (4) Subject to any law, an occupier may not erect television or radio aerials or other communication receivers on the common property or lots without the written consent of the Committee.
- (5) The body corporate must be promptly notified of any damage to or defect in water or gas pipes, electrical cables, service cables and other fixtures on the common property.

7. Behaviour of Invitees and Notice of Accidents

- (a) An occupier must take reasonable steps to ensure that the occupier's invitees:-
 - (i) do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property; and
 - (ii) comply with these by-laws;
 - (iii) comply with any reasonable direction by the Caretaker appointed by the Body Corporate, particularly in relation to leaving the complex;
- (b) compensate the body corporate for any damage that the occupier's invitee causes to the common property or any body corporate asset; and
- (c) if involved in an accident on common property, notify the body corporate of the accident and give a reasonably detailed description of the circumstances of the accident.

8 Leaving of Rubbish etc on the Common Property

An occupier 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.

9 Appearance of Lot

- 1 An occupier must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- 2 Without limiting the generality of sub-section (1), an occupier must not, without the body corporate's written approval:-
 - (a) hang washing, bedding, or any other cloth article if the article is visible from another lot or the common property, or from outside the scheme land;
 - (b) 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;
 - © hang, install, renovate or replace curtains or other window dressings visible from outside a lot;
 - (d) affix blinds, reflective material, shutters, awnings, or other window covers externally to a lot; or
 - (e) and without any other approval by law:-
 - (i) make a structural alteration to the lot; or
 - (ii) permanently enclose, cover or partially cover a balcony or courtyard of a lot.
- (3) Any plant on a balcony must be of a variety approved by the Committee. If a plant is visible from outside a lot, the plant must be kept in good condition and any dead plants must be removed.
- (4) Lots must be kept clean, maintained in good order and condition and kept free of rubbish and vermin.

10. Storage of Flammable Materials

- (1) An occupier must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) An occupier 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.
- (3) However, this section does not apply to the storage of fuel in:-
 - (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) 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.

11. Garbage Disposal

- (1) Unless the body corporate provides some other way of garbage disposal, an occupier must keep a receptacle for garbage in a clean and dry condition and adequately

covered on the lot, or on part of the common property designated by the body corporate for the purpose.

- (2) An occupier must:-
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

12. Use of Lots

Lots may only be used for residential purposes except Lot One (1) which may be used for purposes reasonably connected with the functions of the Caretaker and Letting Manager. Lots may not be used for illegal purposes, including the usage of prohibited drugs.

13. Keeping of Animals

- (1) An occupier must not, without the body corporate's written approval:-
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) An occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring an animal on to the lot or the common property.

14, Use of Facilities

- (1) All facilities in lots and the common property must be used properly and not for any purposes for which they were not designed. Taps must be turned off after use. An occupier must pay for any damage to other lots or the common property caused by the improper use of plumbing in his or her lot.
- (2) The rules for use of the swimming pool and its adjacent areas on the common property are:-
 - (a) it must not be used between 9.00pm and 7.00am without the consent of the Committee;
 - (b) guests of occupiers must be accompanied by the occupier;
 - (c) nothing made of glass, other than for optical glasses including sunglasses, may be taken into or allowed to remain inside the swimming pool fences;
 - (d) children under 12 years of age must be supervised by a responsible person over 16 years of age;
 - (e) persons using the swimming pool and adjacent areas must not run, splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool and adjoining areas by other persons; and
 - (f) the gate to the swimming pool must be kept closed;

- (g) suntan lotions and sunscreens are to be removed before entering the swimming pool;
- (h) pets and animals are not permitted into the swimming pool or enclosure;
- (i) alcoholic beverages shall not be consumed in the swimming pool or enclosure.

15. Security

- (1) Windows and external doors in lots must be locked when nobody is in the lot.
- (2) The body corporate may operate a security system under which:-
 - (a) parts of the building are secured against unauthorised entry; and
 - (b) locks and other security devices or procedures are used to implement the security system.
- (3) The body corporate is not liable for any loss or damage suffered to persons or property because:-
 - (c) the security system fails or there is unauthorised entry to any part of the property; or
 - (d) the security system is not operating.
- (4) Control of the security system is the responsibility of the committee and the Committee may employ servants or agents to operate the security system.
- (5) Occupiers must not do anything that may affect the operation of the security system.

16. Pay Television

The body corporate may allow a pay television supplier to install equipment on the common property and connect that equipment to the common electricity supply to provide for pay television connections to lots. The body corporate may enter into an agreement for that purpose.

17. Use of Barbecue Area

The rules for use of the barbecue area and their adjacent areas on the Common Property are:-

- (a) it must not be used between 9.00pm and 7.00am without the consent of the Body Corporate;
- (b) guests of occupiers must be accompanied by the occupier;
- (c) children under 12 years of age must be supervised by a responsible person over 16 years of age; and

- (d) the Body Corporate may make further rules and regulations relating to the barbecue area for its better maintenance and management.

18. Display Unit

While the original owner remains an owner of a unit in the development, it and its agents, invitees and authorised persons shall be entitled to use any Lot in the development of which it remains an owner as a display unit for the purpose of allowing prospective buyers or tenants of any lot to inspect the lot and further to place signs, advertising or display material in and about the development, including common property, which signs shall be tasteful and attractive, and shall be those as are reasonably necessary.

19. Original owner Permitted to use Common Property to Carry out Construction Works

Until all Lots are fully constructed, the Original Owner has the authority of the Body Corporate to access common property for the purpose of moving construction traffic to any Lot or common property.

20. Instructions to Contractors, etc

The owners or occupiers of Lots shall not directly instruct any contractors or workers employed by the Body corporate unless so authorised.

21. Exclusive use

21.1 Each proprietor or occupier for the time being of a Lot identified in ScheduleE is entitled to the exclusive use and enjoyment for themselves and their licensees of the area or areas indicated as pertaining to their particular Lot on the plan/s attached numbered 11898. A proprietor or occupier of the Lot having exclusive use and enjoyment of such an area or areas will —

- (a) use the area in conjunction with the use of the Lot;
- (b) be responsible for the costs of the performance of the duties of the Body Corporate in respect of the area;
- (c) not use the area (or put anything in the area) so as to create a nuisance or disturbance to other proprietors or occupiers of Lots in the Scheme;
- (d) not do anything (including planting any trees or shrubs) which may affect the Building; and
- (e) allow the Caretaker appointed from time to time under any Caretaking Agreement and his employees or contractors with any tools and equipment access through and upon the area at all reasonable times for any reasonable purpose including removal and replacement of rubbish bins, mowing, gardening and general maintenance of the lot, the common property and other lots.

21.2 The committee may give written notice to the proprietor or occupier of a lot requiring that the obligations under by-law 21.1 be complied with. If such notice has not been complied with to

the reasonable satisfaction of the committee within 14 days of the date of that notice, the committee may, in its absolute discretion, cause the obligations under by-law 21.1 to be carried out (as the case may be) in accordance with the notice and the proprietor or occupier (as the case may be) shall forthwith pay the costs incurred or payable by the body corporate in that regard on demand.

- 21.3 A proprietor or occupier of a lot shall allow the committee and the servants and contractors of the body corporate access to the lot and the area at all reasonable times for the purpose of inspection and carrying out works under this by-law provided that the committee gives the proprietor or occupier reasonable notice of its intention to enter upon the relevant lot and the area and carry out works under this by-law.

22. By-laws to be Exhibited

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

23. Compliance by Tenants

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

24. Complaints or Applications

All complaints or applications to the body corporate or its committee must be addressed in writing to the secretary or to the body corporate manager of the body corporate.

25. Bank Overdraft

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act 1997 or elsewhere under these By-laws, the Committee of the Body Corporate shall be empowered to enter into an agreement with such person or persons or corporation or corporations as the Committee in its absolute discretion shall decide, to borrow monies or secure an overdraft account from a bank upon such terms and conditions as may be agreed upon by the parties thereto.

26. Recovery of Money Spent

Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of the competent jurisdiction from the owner of the lot at the time when the breach occurred.

27, Bad Debts

A person (which expression shall extend to corporations) must pay on demand the whole of the body corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that

person by the body corporate pursuant to the Body Corporate and Community Management Act 1997.

28. Erection of Signs

For as long as there is in existence a Caretaking Agreement and/or Letting Agreement pursuant to these By-laws then:-

- (a) the body corporate will not itself directly or indirectly provide any of these services set out in the agreements;
- (b) the body corporate will not allow any person or entity other than the party to such agreements to provide, from the buildings or common property, any of the services set out in the agreements; and
- (c) the owner of the manager's lot in the scheme and/or the party to the agreements will be entitled to erect display, signs and notices in or on common property advertising any of the services provided.

29. Storage

Subject to the provisions of the Act, the body corporate may grant to the caretaker or manager of the common property appointed by the body corporate a licence to use and occupy any part of the common property (not otherwise the subject of exclusive rights) for the purpose of storage.

30. Painting

- (1) The body corporate must maintain all painting of any exterior of any structure on the common property. The owner of any lot must provide suitable access and make any other arrangements to allow the Body Corporate, the Committee or their agents and workmen to carry out these functions.
- (2) Owners must maintain the painting of any exterior of any structure on their lot (hereinafter called "the work") ensuring that the style, condition, colour and general appearance is maintained to a standard acceptable to the Body corporate.
- (3) In the event of an owner not effecting the work when it is needed to be done, as determined by the committee of the Body Corporate in its absolute discretion, the Body Corporate may effect the work as required and recover the costs incurred from the owner as a bad debt pursuant to the Body Corporate and Community Management Act 1997.

31. Common Property

No Skateboards, Roller Skates, Roller Blades or Scooters are permitted to be used upon the common property.