

The contribution schedule principle under section 46(7) on which the contribution schedule lot entitlements have been decided is the equality principle. The interest schedule lot entitlements reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. The Scheme was formerly a layered arrangement consisting of the principal scheme and two subsidiary schemes.
2. Lot 100 on SP 178243 was subdivided by SP 169369 and further subdivided by SP 205353 creating 122 lots (lots 1-96, 100-111, 115, 116, 971, 972, 981, 982, 991, 992, 1121, 1122, 1131, 1132, 1141 and 1142) and Common Property in subsidiary scheme which was described as Royal Palms Green No. 1 community titles scheme.
3. Lots 300, 400 and 500 on SP 178243 was subdivided by SP 205352 creating 8 lots (lots 201 to 208) and Common Property in subsidiary scheme which was described as Royal Palms Green No. 2 community titles scheme under the Accommodation Module.
4. Other lots may be added to the Principal Scheme or one of the subsidiary schemes at any time as a lot, part of a lot or Common Property, whether through the addition of additional land to the Principal Scheme or through the further subdivision of lots in one of the subsidiary schemes.
5. If land is added to the Scheme as a new lot in the Scheme, then that new lot has an initial Contribution Schedule Lot Entitlement and Interest Schedule Lot Entitlement of 1. If that new lot is then subdivided to create a further subsidiary scheme to the Scheme, then the Contribution Schedule Lot Entitlement and Interest Schedule Lot Entitlement for that new lot following subdivision will be equal to the total number of lots created in that subsidiary scheme from time to time.
6. If the aggregate of the Contribution Schedule Lot Entitlements and Interest Schedule Lot Entitlement for a subsidiary scheme increases, through the addition of further land to that subsidiary scheme, the subdivision of lots in that subsidiary scheme or otherwise, the Contribution Schedule Lot Entitlement and Interest Schedule Lot Entitlement for the relevant lot in the Scheme shall be increased commensurately.
7. The subsidiary schemes Royal Palms Green No. 1 CTS and Royal Palms Green No. 2 CTS have been terminated in favour of one layer of management at the Scheme. The terminated schemes were represented by lots 501 on SP243623 and 502 on SP243624 but have now been resubdivided into Common Property of Royal Palms Green CTS and lots 58, 103, 107 and 110 on SP243627.

SCHEDULE C	BY-LAWS
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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.

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.

Boat includes sailboard, jet ski and similar pleasure craft.

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 which forms part of 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.

Heavy Vehicle includes a motor vehicle in excess of 4.5 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 use as the Committee decided. 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.

Lot means a lot in the Scheme.

Occupier and **Owner** have the meanings given to them 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 Areas includes the pool, barbeque area, Leisure Centre and similar areas and facilities on the Scheme Land.

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

Renovation means:

- Any improvement which relates to, or attaches to, the Common Property;
- Any structural alteration including, however not limited to foundation structures, roofing structures providing protection and essential supporting framework, including, however not limited to, load-bearing walls;
- Any kitchen or wet area renovation or works which are not of a minor nature;
- Any removal and replacement of flooring;
- Any electrical 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 Royal Palms Green CTS 33546.

Security Alarm means an alarm (or similar device) in or on a Lot that emits a noise when activated, which can be heard from outside the Lot.

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

Smoke means, to hold or other have control over an ignited smoking product.

Standard means the standard of maintenance (including, without limitation, the frequency of maintenance and the time required to carry out such maintenance) required for common property forming part of the Scheme, which common property is not the subject of an exclusive use By-law.

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 person who is invited in any capacity onto Common Property by an Owner or 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.
- (b) Guests leaving after 11:00pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours.

4. Smoking

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

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 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 interfere with the peaceful enjoyment of the Owner or Occupier 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 onto the scheme without the prior written approval of the Committee.

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 tenants as they appear on the tenancy agreement;
- (ii) The nominated address for service of the tenant;
- (iii) The term of the tenancy;
- (iv) The name and service address of the owners' letting agent for the tenancy;
- (v) And any other information the Body Corporate considers reasonably necessary.

7. Zoning

- (a) Occupiers and Owners must ensure strict compliance with Local Council zoning requirements set forth for the Body Corporate and location of same, including however, not limited to:
 - (i) The use of their Lot;
 - (ii) Number of habitable spaces; and
 - (iii) Over-crowding.

8. 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 protect the Royal Palms Green brand 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 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.

9. Communications

- (a) Occupiers shall ensure that their communication with the Body Corporate (or extensions thereof) 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.
- (b) The Committee is permitted to disregard any communications that it reasonably considers fails to comply with the above requirements.
- (c) The Committee is not required to acknowledge receipt of any written communication.
- (d) The Committee must act reasonably in determining whether any communication requires a response, including considering whether the communication repeats a matter addressed in previous communications.

10. Telephone Communication with the Body Corporate

- (a) Telephone communication (including leaving voicemails or text messages) 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 this By-law.

VEHICLES, PARKING & PATHWAYS/DRIVEWAYS

11. Vehicles

- (a) 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.
 - (i) Approval under this By-law must state the period for which it is given.
 - (ii) However, the Body Corporate may cancel an approval under By-law 11(a) by giving seven (7) days written notice to the Owner or Occupier.
- (b) Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property.
- (c) Owners and Occupiers and their invitees shall observe all parking or road rules sign posted on the Common Property.
- (d) An Occupier shall not, without the prior approval of the Committee:
 - (i) Wash Vehicles on the Common Property driveway (in the interests of ensuring that the Common Property driveway remains unobstructed and available for use by Occupiers);
 - (ii) Permit any Invitees' Vehicles to be parked on the roadway forming part of the Common Property at any time; or
 - (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 within the boundaries of the Owner/Occupier's designated parking area (meaning the Owner or Occupier's exclusive use car space).
- (e) 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.
- (f) In the event that an Owner or Occupier breaches By-law 11(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.
- (g) 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.
- (h) In the event that an owner or occupier continues to breach By-law 11(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.
- (i) 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.
- (j) The Body Corporate and its duly appointed Committee will not be held liable for any action performed pursuant to the abovementioned By-laws.

12. Visitors Car Parking

- (a) Subject to any relevant conditions in the development approval from the Scheme, the Committee may in its absolute discretion by written notice from time to time to the Owners, mortgagees and Occupiers of Lots within the Scheme Land nominate which car parking spaces situated on Common Property may be used by the Invitees of Occupiers of Lots.

- (b) An Occupier of a Lot must use their best endeavours to ensure that any Invitees do not park or stand any Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this By-law but such Invitee's Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.
- (c) The Vehicles subject to this By-law must be registered and in good and driveable condition.
- (d) Any area approved for additional occupier parking must be kept clean and free from any damage.
- (e) No repairs or other mechanical work may be undertaken on Common Property, including but not limited to allocated Visitor's car parking spaces.

13. Heavy Vehicles

- (a) An Owner or Occupier of a Lot must not:-
 - (i) Drive or permit to be driven any Heavy Vehicle over Common Property without the prior approval of the Body Corporate.
 - (ii) Permit a Heavy Vehicle to stand on a Lot unless it is in a garage and is not visible from any part of the Common Property or another Lot.
 - (iii) Permit any occupation of a caravan, campervan or mobile home upon a Lot.
 - (iv) Drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by statute and/or local authority.

14. Speed Limits

- (a) An Owner or Occupier of a Lot must not exceed 20kmh (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. Obstruction

- (a) An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.
- (b) Notwithstanding 26(b)(ii), an Owner or Occupier of a Lot may display real estate advertising signage for the sale or letting of the Lot on Common Property provided the signage:
 - (i) is no greater in size than one (1) metre x one (1) metre; and
 - (ii) does not detract from the overall appearance of the Scheme.
- (c) An Owner or Occupier of a Lot must not allow recreational or play equipment to obstruct Common Property, at any time.

16. Pathways and Driveways and Shared Arrangements

- (a) The pathways, boardwalks 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 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

17. Damage to Lawns, etc on Common Property

- (a) The Owner or Occupier of a Lot must not:
 - (i) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) Use a part of the Common Property as a personal garden without prior Body Corporate approval.
- (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.

18. 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 building.
- (c) The Owner or Occupier of the Lot must keep a device installed under By-Law 18(b) in good order and repair.
- (d) Any damage caused by an Owner or Occupier or their Visitors must be appropriately and satisfactorily repaired by the Owner and/or Occupier.

19. Depositing Rubbish, etc, on Common Property

- (a) Subject to the requirements for garbage disposal under By-law 20, 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.

20. Garbage Disposal

- (a) The Owner or Occupier of a Lot must:
- (i) Except where the Body Corporate provides some other means of disposal of garbage, maintain within the Owners or Occupiers Lot or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (ii) Ensure that all garbage placed into the Body Corporate's bins (excluding recyclable items) is properly bagged;
- (iii) Comply with all government local laws about the disposal of garbage;
- (iv) Ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots;
- (v) Ensure that empty bottles, boxes, used containers and similar are disposed of in the recycling bin and boxes are flattened;
- (vi) Ensure that all rubbish is disposed of in a manner so as not to emit any foul odour;
- (vii) Ensure that no bulky items are left at or near the receptacle bins. It is the Owner or Occupier's obligation to arrange suitable disposal outside of the Body Corporate;
- (viii) Ensure that cigarette butts are properly extinguished before being disposed of;
- (ix) Ensure that receptacle bins are not over filled;
- (x) Ensure that garbage is regularly left for collection at a time and place directed by the Caretaker from time to time; and
- (xi) Ensure that garbage bins left out for garbage collection are removed from Common Property and returned to relevant Lots as soon as practical after garbage collection.

21. 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 the appropriate resolution of the Body Corporate and subsequent By-law;
- (ii) Improperly take control, acquire or resume in any way part of Common Property;
- (iii) Interfere with the lawful use and enjoyment of the Common Property by other Owners or Occupiers.

LOTS, MAINTENANCE, RENOVATIONS AND APPEARANCE

22. 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);
 - (iii) Maintain the interior of his/her Lot in a clean condition and take all practical steps to prevent infestation by vermin, termites and/or insects;
 - (iv) Subject to the Building Act 1975, Chapter 8A, Part 2, not use building materials or external finishes other than of the same colour and type as those comprised in such Improvements without the prior written consent of the Committee, which will not be unreasonably withheld;
 - (v) Maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of;
 - (vi) Maintain in good condition the timber finishes located within the gables on the roof with quality timber stain or oil;
 - (vii) Maintain in good condition the front fences and gates of the allotment by periodically applying stain or oil to timber consistent with original colour. Colour should enhance the appearance of the Lot;
 - (viii) Install garden bed edging that is of a robust nature constructed from concrete, paved or non-deteriorating material. Please note timber is not a suitable material and where a garden bed has been delineated with timber it is to be replaced at the Lot owner's expense without delay;
 - (ix) Ensure that mulching material is granite or rock or rock mulch. Wood chip or plant mulch is not suitable for front garden beds as it attracts pests and can degrade quickly, thus detracting from the look of the estate.
- (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 part thereof); and
 - (ii) The obligations under this By-law be complied with,
- and 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 works to be made.

23. Use of Lots

- (a) All Lots shall be used for residential purposes, except for Lot 58 which may be used for residential purposes and for the purposes of the providing management, letting and related services to Lots and Common Property in the Scheme.
- (b) If permitted by the Local Government, an Owner or Occupier may use a Lot for a Home Occupation. However, the Owner or Occupier must do so in accordance with the relevant laws and rules of the local government.
- (c) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.

24. Alterations to Lots

24(a) Application Process

- (a) Where an Owner proposes to carry out work which will either alter the exterior of any Lot or fall into the definition of a Renovation, they must follow the procedure set out below:
 - (i) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) An Owner shall supply details of the proposed Renovation to the Committee for approval. The details of the proposed work submitted shall include:
 - (i) Detailed drawings (i.e. architectural, structural engineering, hydraulics, electrical and fire services etc.);
 - (ii) Detailed descriptions of Renovations (i.e. plumbing, cables, wiring, flooring, installing air-conditioning, etc.);
 - (iii) Contractors' names, license and insurance details; and

- (iv) Dates of proposed works.
- (c) In considering the application the Committee may have regard to:
 - (i) Previous approvals in the Scheme for similar works;
 - (ii) Previous approvals given the Owner and his/her compliance with same;
 - (iii) Request further information from the Owner reasonably required to make a decision;
 - (iv) Reasonable conditions on the Owner.
- (d) Any approval given will be strictly conditional on the Owner obtaining the necessary (if any) Council (or local government or authority) approval for same.
- (e) 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 Applicant to remediate.

24(b) Rules for Renovations, etc

- (f) Any Renovation of any Lot must comply with the following and shall not commence until written approval has been received from the Committee.
- (g) Without the prior approval of the Body Corporate:
 - (i) 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 Sundays.
 - (ii) Trade and construction noise is only permitted between 7:00am and 5:00pm Monday to Friday.
- (h) 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.
- (i) 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.
- (j) Owners must:
 - (i) Ensure that Workplace Health and Safety Regulations relating to renovations or removals are complied with always, and all work is 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.
 - (ii) Obtain all relevant local authority approvals and submit evidence of the approvals to the Committee prior to commencing work.
 - (iii) Cause the daily removal of all trades waste associated with the renovation work from the Scheme and shall not use the Body Corporate rubbish bins for this purpose.
 - (iv) Ensure the stair wells, entrance hallway floor(s), carpets and/or any other affected areas of common property are cleaned continuously while work is being carried out in their Lot. Stairwells and entrance hallway(s) are cleaned daily, and it is expected that they remain this way for other Occupiers. Adequate protection such as old carpet shall be used to protect entrance hallway floorings, garage floorings and all Common Property.
- (k) If work includes alterations to the original layout of the unit, 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.
- (l) An Owner shall ensure that the operation of all fire safety in the unit 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.
- (m) 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. This requirement includes certified fire rated doors. This work includes all changes to layout and ceiling heights.

- (n) 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.
- (o) 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; and/or
 - (vi) The Owner's obligations regarding Common Property.
- (p) 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. If, on inspection, the Committee inspects issues within the Renovation Work the Owner must appease the Committee's concerns via discussions with its trades or remediate the issues as soon as possible.
- (q) An Owner or Occupier of a Lot will allow the Committee 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 statutory provided for notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this By-law.

25. 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.
- (c) All irrigation systems on Lots are to be maintained by the Lot Owner or Occupier.
- (d) The Owner or Occupier of a Lot must obtain the Body Corporate's written approval before the installation of new irrigation systems.

26. Appearance of lot

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make any structural alterations to any Lot or 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, except on clothes lines in designated areas provided by the Body Corporate or in the backyard areas of Lots; 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 barbeque/pits 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) An Occupier of a Lot must keep the parts of the Lot readily observable from another Lot or the Common Property in a clean and tidy condition.
- (d) An Occupier of a Lot must maintain their lawn, gardens, plants, shrubs, trees, and hedges observable from another Lot or the Common Property in good condition.
- (e) An Owner or Occupier shall not install, renovate, and/or replace Window Coverings visible from outside any Lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds, window tinting 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.

- (f) An Owner or Occupier shall not change a timber gate or fence to a powder coated metal gate or fence without the prior approval of the Body Corporate.
- (g) The windows of each Lot must be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-law does not preclude the owner from making an insurance claim on the Body Corporate's insurance if it is covered by the Body Corporate insurance policy.
- (h) An Owner or Occupier shall ensure that outdoor furniture used presents a uniform appearance when viewed from outside the building and the appearance of the balcony does not detract from the amenity of the Scheme.
- (i) An Owner or Occupier shall remove items intended for leisure or play after use and store them away from the front exterior of the Lot, including but not limited to bikes, swing sets, jumping castles and basketball hoops. Under no circumstances are these items to remain at the front exterior of the Lot overnight.
- (j) No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building except with the written consent of the Body Corporate. This By-law does not prevent security screens from being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen had been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- (k) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.
- (l) Under no circumstances are items to be hung on the balcony balustrade.
- (m) Despite By-law 26(c), the Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot. Such signs or notices must not detract from the overall appearance of the Scheme.

27. Balconies

- (a) An Occupier must ensure balconies and/or courtyards 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 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 do not extend beyond the boundaries of the Lot.
- (d) An Owner or Occupier of a Lot shall not throw (or place in a position where it may fall, or allowed to be thrown), any dirt, dust, cooking materials, paper, cigarette butts, waste, food, or refuse of any kind out of or from windows, balconies or walkways.
- (e) An Owner or Occupier of a Lot shall not feed birds out of or from windows, balconies, stairways, walkways or anywhere on the Common Property.
- (f) An Occupier must ensure that the cleaning or use of their balconies must not cause a nuisance, interfere with the use and enjoyment of their lot or create a hazard to other below or neighbouring Lots.
- (g) Should an Occupier, during the process of cleaning their balcony(s), damage or cause water to traverse into/onto below lots or balconies, it will be the Occupier's responsibility to clean/repair same.

28. 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, all installations must satisfy the following criteria:

- (i) 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.
- (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 be of inverter or ultra-low power consumption design.
 - (iv) Must satisfy the local council's minimal noise requirements.
 - (v) Must not create a nuisance to other Occupiers.
 - (vi) External compressors must be installed in their own designated area which has been approved by the Committee and must be mounted on rubber feet.
 - (vii) 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 work order and condition and generally in 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 prerequisite 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 Owner.
- (g) An air conditioning unit which is installed to the exterior of a Lot which is visible from the Common Property must be concealed by a box or structure which is in keeping with the aesthetics of the Scheme.

OWNER/OCCUPIER OBLIGATIONS

29. 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 conditions, as the Committee considers reasonable and appropriate in the circumstances.
- (c) 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 species, colour, name, health, history, registration and vaccination status, and exhibited behaviours.
- (d) 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 restrained or carried when leaving or entering the Lot;
 - (iii) The animal must not be allowed to urinate or defecate on Common Property;
 - (iv) The animal is not permitted in the Recreation Areas;
 - (v) The animal must be domesticated;
 - (vi) The animal must be toilet trained;

- (vii) Any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;
 - (viii) The animal must be kept free of vermin and disease;
 - (ix) The animal must be properly groomed;
 - (x) If requested by the Committee, the owner of the animal must supply a veterinary certificate as to the animal's health;
 - (xi) 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;
 - (xii) All local government requirements must be complied with as regards the animal (including as regards registration of the animal).
- (e) 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.
- (f) Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
- (g) An application for written approval for an animal under By-law 29(a) by an Occupier, who is not the Owner, must be accompanied by a consent from the Owner of the Lot.
- (h) 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*.
- (i) 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.
- (j) Prior approvals given will not be affected by this By-law.
- (k) For the purpose of this By-law, a reference to an 'animal' includes (but is not limited to) dogs, cats, fish, birds, snakes, lizards and crustaceans.

30. Notice of Health and Safety Issues

- (a) An Occupier must immediately provide notice to the Body Corporate of 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.

31. 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 exit doors.
- (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 system and fire hose reel for the Common Property or 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 Common Property or the Lot.
- (c) Owners must ensure that its tenants, guests and Invitees are made aware of the fire evacuation plan, the location of the fire safety equipment.
- (d) 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.
- (e) 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.

32. No Fire Risks

- (a) An Owner or Occupier of a lot shall not bring to, do or keep anything in his/her Lot 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 said land, or the regulations or ordinances of any public authority for the time being in force.

33. Lighting and Heating of Lots

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating in a Lot nor in any other way cause or increase a risk of fire or explosion in a Lot, unless the substance is used or intended for domestic purposes.

34. 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 By-law does not apply to the storage of fuel in:
- (i) The fuel tank of a vehicle, boat, lawn mower 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.

35. 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.
- (b) An Owner or Occupier of a Lot must not permit signage in relation to sale or rental of a Lot on Common Property or on the Lot.

36. 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.

37. Insurance

- (a) An Owner or Occupier of a Lot must not 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 without Committee written approval.

38. Furniture Removals

- (a) An Occupier or their property manager must provide the Body Corporate with at least 3 business days' notice prior to either moving in or out of a property in the Body Corporate.
- (b) An Occupier must take adequate measures to minimise potential damage to Common Property.
- (c) The removalist truck must be parked in a manner which does not disturb other Occupiers' ingress and egress from the Body Corporate.
- (d) Heavy Vehicles used for the purpose of furniture removal shall not be parked in such a manner which damages the Common Property or infrastructure on the Common Property.

BODY CORPORATE OBLIGATIONS**39. Security**

- (a) The Committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these By-laws and without limiting the generality of the foregoing may:
 - (i) Close off any part of the Common Property not required for ingress or egress to a Lot, storage 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) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) An Owner or Occupier must ensure that all doors and windows to their Lot that are reasonably accessible are securely fastened when the Lot is left unoccupied.
- (d) 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 one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which 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 Owner of a Lot.
- (e) 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.
- (f) An Owner or Occupier must deal with any gate codes in a security conscious manner. Gate codes are not to be disclosed by Owners or Occupiers to other persons.

40. Security Keys

- (a) If the Committee in the exercise of any of its powers under these By-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, it may 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 license 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 Visitors. An Owner or Occupier of a Lot must make reasonable enquiries to ascertain the identity of the Visitor/Occupier requesting access before allowing same.

41. 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. 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.

- (b) The Body Corporate or an authorised person may 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.
- (c) 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.
- (d) An Owner, Occupier or person must not obstruct an authorised person who is exercising or attempting to exercise power to enter a Lot or Common Property/exclusive use areas.

42. Restricted Access to Car Parks

- (a) So as to regulate the proper use of car parking areas within the building by those persons entitled to their use, the Body Corporate may install and maintain Gates and similar devices across the driveway on the Common Property or any access driveways which restrict access provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card, or similar devices. Such Gates may also be subject to an intercom system.

43. Supply of Electricity, Gas or Hot Water

- (a) The Body Corporate has power to enter into agreement to:
 - (i) Purchase electricity;
 - (ii) Maintain security systems on or over the Common Property;
 - (iii) Install, operate and maintain solar panel systems;
 - (iv) Install, operate and maintain air-conditioning units; and
 - (v) 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 AREAS

44. Use of Recreation Areas

- (a) An Owner and Occupier when using the Recreation Areas must adhere to By-laws 44 - 49.
- (b) Owners and Occupiers must not use the swimming pool and barbeque areas between the hours of 10:00pm and 6:00am or such other hours as agreed to by the Committee from time to time, and notified to Owners and Occupiers.
- (c) Invitees and guests shall not use the areas unless they are accompanied by an Occupier.
- (d) The Recreation Areas, including the Leisure Centre or other areas of the Common Property, must not be used for commercial purposes other than for activities approved by the Body Corporate such as food vans, yoga or water aerobics.
- (e) Children below the age of thirteen (13) years are not permitted in or around the areas unless accompanied by an adult Occupier exercising effective control over them. For the Swimming Pool, this means the Occupier/Invitee must be in the fenced pool area with the child(ren).
- (f) Occupiers and Invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons.

- (g) All users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.
- (h) All users of the Recreation Areas comply with the signage posted around the areas.
- (i) An Owner or Occupier or Invitee of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas.
- (j) An Owner or Occupier or Invitee of a Lot must not cause damage to Common Property or Body Corporate assets and equipment.
- (k) An Owner or Occupier or Invitee of a Lot must not use the Recreation Areas in such a way as to cause a hazard or safety risk.
- (l) Owners, Occupiers and Invitees must leave the Recreation Areas clean and tidy after use.
- (m) Owners, Occupiers and Invitees must not bring animals into the area, subject to the *Guide, Hearing or Assistance Dogs Act 2009*.
- (n) If congestion is experienced in the use of the Recreation Areas, the Caretaker may arrange for the implementation of systems for the mutual benefit of all owners and occupiers of lots in the Scheme Land.

45. Swimming Pool

- (a) An Owner and Occupier must use, and permit the use by its Invitees of, the pool in a way which:
 - (i) Does not cause damage.
 - (ii) Does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise).
 - (iii) Does not interfere with the maintenance or upkeep of the pools or the surrounding areas.
 - (iv) Does not cause a hazard or safety risk, remembering persons swim and use at their own risk.
 - (v) Ensures that the Owner, Occupier or their Invitees are appropriately supervised.
 - (vi) Leaves the area clean and tidy after use.
- (b) An Owner and Occupier and its Invitees must not:
 - (i) Bring glass or breakable items into the pool area.
 - (ii) Consume alcohol while in or around the pool.
 - (iii) Consume food while in the pool area.

46. Barbeque Area

- (a) Owners and Occupiers may use the barbeque area, without any prior approval from the Committee, on the following conditions:
 - (i) The Owner or Occupiers does not deface or cause any damage to the fixtures, fittings and facilities.
 - (ii) The Owner or Occupier properly and adequately cleans and tidies the area after use.
- (b) The Owner or Occupier properly and adequately cleans and tidies the area after use. The area is not to be used so as to create a nuisance or unreasonable disturbance to others. In particular:-
 - A. all sound systems, musical instruments and the like are to be controlled so that the sound arising from them is reasonable and does not cause annoyance to others;
 - B. food, paper and other items must be deposited in an appropriate rubbish receptacle and not to be littered about the area;
 - C. there is to be no offensive language;
 - D. all users of the barbeque area must be suitably attired and observe an appropriate dress code;
- (c) cooking appliances and appurtenances must be used in a proper manner and turned off according to the operating instructions and all such appliances and appurtenances are to be thoroughly cleaned after use.

47. Gym

- (a) Owners, Occupiers and any other authorised users may use the gym and gym equipment on the Common Property subject to compliance with the following rules:-

- (i) The area is only to be used between the hours of 5:00am and 10:00pm.
- (ii) The area is not to be used so as to create a nuisance or unreasonable disturbance to others. In particular:-
 - A. all sound systems and the like are to be controlled so that the sound arising from them is reasonable and does not cause annoyance to others;
 - B. no food or alcohol is to be taken into the area and any liquid must be kept in a sealable bottle;
 - C. litter is to be deposited in appropriate receptacles;
 - D. there is to be no offensive language used;
 - E. all users must be suitably attired and observe an appropriate dress code which includes (as a minimum) enclosed footwear, shorts and a singlet shirt;
 - F. weights and other equipment are to be returned to the designated areas after use and placed in the designated areas in a neat and tidy condition;
 - G. each user of the gym must take a towel with them and wipe sweat from equipment or mats after use;
 - H. only one weights machine may be used at any time by a user and dual use of machines is not allowed;
 - I. the use of cardiovascular equipment is to be limited to no more than 30 minutes during peak times (with peak times being those times as notified to users by Caretaker by notice located in the gym room).
- (iii) Any damage to any gym equipment must be reported to the Caretaker immediately upon the user becoming aware of the damage.
- (iv) Children under the age of 16 years must be accompanied by an adult when using the gym, and otherwise shall not be allowed to be in the gym room.
- (v) Users of the gym do so at their own risk and agree to indemnify and keep indemnified the Body Corporate from any damage they may suffer arising from their attendance at or use of the gym.

48. Booking of Common Property

- (a) The Caretaker may, at its discretion, operate a booking system to enable owners or occupiers of the Scheme Land to reserve any part of the Common Property for Social Functions or other uses from time to time. This includes, the barbecue and any other part of Common Property that may be used for Social Functions of any kind or a meeting room.
- (b) In operating such booking system the Caretaker:-
 - (i) will allocate bookings on a 'first come first served' basis; and
 - (ii) must comply with the reasonable requirements of the Committee in relation to the management and operation of the booking system, as notified to the Caretaker from time to time.
- (c) 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; or
 - (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; or
 - (iii) has been using the function area frequently, and the repeated prior booking of the area is denying access to other Owners or 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 Land as a result of the booking (e.g. by holding a loud party etc.)

49. 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 (including, however not limited to, as to security and for the Recreation Areas) unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the Owners.