

Dealing Number



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Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
Request to record a new community management statement for Princess Palm Community Titles Scheme 9843	Grace Lawyers PO Box 12962 George Street QLD 4003 Jarad.maher@gracelawyers.com.au 07 5554 8560	2437

2. Lot on Plan Description	Title Reference
Common Property of Princess Palm Community Titles Scheme 9843	19205354

3. Registered Proprietor/State Lessee
Body Corporate for Princess Palm Community Titles Scheme 9843

4. Interest
Not Applicable

5. Applicant
Body Corporate for Princess Palm Community Titles Scheme 9843

6. Request
I hereby request that: the new CMS deposited herewith which amends Schedule C, be recorded as the new Community Management Statement for Princess Palm Community Titles Scheme 9843

7. Execution by applicant

21, 10, 2024
Execution Date


Applicant's Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

**JARAD PETER MAHER
SOLICITOR**

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 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

This statement incorporates and must include the following:

- 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 Princess Palm Community Titles Scheme 9843	2. Regulation module Accommodation Module
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3. Name of body corporate Body Corporate for Princess Palm Community Titles Scheme 9843

4. Scheme land Lot on Plan Description See Enlarged Panel	Title Reference
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5. #Name and address of original owner Not Applicable	6. Reference to plan lodged with this statement Not Applicable
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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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1. Community Titles Scheme (CTS) Name	CTS Number
Princess Palm	CTS 9843
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS

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

Signature		Signature	
Signer Name	Gress Martin	Signer Name	ROY HICKFORD
Signer Authority	Member Secretary of the Body Corporate Committee	Signer Authority	Chairperson of the Body Corporate Committee
Entity (if applicable)		Entity (if applicable)	
Execution Date	11 October 2024	Execution Date	11 October 2024

*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.

PRINCESS PALM COMMUNITY TITLES SCHEME 9843

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Princess Palm CTS 9843	19205354
Lot 1 in BUP 5354	16385094
Lot 2 in BUP 5354	16385095
Lot 3 in BUP 5354	16385096
Lot 4 in BUP 5354	16385097
Lot 5 in BUP 5354	16385098
Lot 6 in BUP 5354	16385099
Lot 7 in BUP 5354	16385100
Lot 8 in BUP 5354	16385101
Lot 9 in BUP 5354	16385102
Lot 10 in BUP 5354	16385103
Lot 11 in BUP 5354	16385104
Lot 12 in BUP 5354	16385105
Lot 13 in BUP 5354	16385106
Lot 14 in BUP 5354	16385107
Lot 15 in BUP 5354	16385108
Lot 16 in BUP 5354	16385109
Lot 17 in BUP 5354	16385110
Lot 18 in BUP 5354	16385111
Lot 19 in BUP 5354	16385112
Lot 20 in BUP 5354	16385113
Lot 21 in BUP 5354	16385114
Lot 22 in BUP 5354	16385115
Lot 23 in BUP 5354	16385116
Lot 24 in BUP 5354	16385117
Lot 25 in BUP 5354	16385118
Lot 26 in BUP 5354	16385119
Lot 27 in BUP 5354	16385120
Lot 28 in BUP 5354	16385121
Lot 29 in BUP 5354	16385122
Lot 30 in BUP 5354	16385123
Lot 31 in BUP 5354	16385124
Lot 32 in BUP 5354	16385125
Lot 33 in BUP 5354	16385126
Lot 34 in BUP 5354	16385127
Lot 35 in BUP 5354	16385128
Lot 36 in BUP 5354	16385129
Lot 37 in BUP 5354	16385130

Lot 38 in BUP 5354	16385131
Lot 39 in BUP 5354	16385132
Lot 40 in BUP 5354	16385133
Lot 41 in BUP 5354	16385134
Lot 42 in BUP 5354	16385135
Lot 43 in BUP 5354	16385136
Lot 44 in BUP 5354	16385137
Lot 45 in BUP 5354	16385138
Lot 46 in BUP 5354	16385139
Lot 47 in BUP 5354	16385140
Lot 48 in BUP 5354	16385141
Lot 49 in BUP 5354	16385142
Lot 50 in BUP 5354	16385143
Lot 51 in BUP 5354	16385144
Lot 52 in BUP 5354	16385145
Lot 53 in BUP 5354	16385146
Lot 54 in BUP 5354	16385147
Lot 55 in BUP 5354	16385148
Lot 56 in BUP 5354	16385149
Lot 57 in BUP 5354	16385150
Lot 58 in BUP 5354	16385151
Lot 59 in BUP 5354	16385152
Lot 60 in BUP 5354	16385153
Lot 61 in BUP 5354	16385154
Lot 62 in BUP 5354	16385155
Lot 63 in BUP 5354	16385156
Lot 64 in BUP 5354	16385157
Lot 65 in BUP 5354	16385158
Lot 66 in BUP 5354	16385159
Lot 67 in BUP 5354	16385160
Lot 68 in BUP 5354	16385161
Lot 69 in BUP 5354	16385162
Lot 70 in BUP 5354	16385163
Lot 71 in BUP 5354	16385164
Lot 72 in BUP 5354	16385165
Lot 73 in BUP 5354	16385166
Lot 74 in BUP 5354	16385167
Lot 75 in BUP 5354	16385168
Lot 76 in BUP 5354	16385169
Lot 77 in BUP 5354	17177059

Lot 78 in BUP 5354	16385171
Lot 79 in BUP 5354	16385172
Lot 84 in BUP 5354	16385177
Lot 85 in BPA 7225	16885231
Lot 86 in BPA 7925	17041229

SCHEDULE A	SCHEDULE OF ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 in BUP 5354	162	162
Lot 2 in BUP 5354	141	141
Lot 3 in BUP 5354	140	140
Lot 4 in BUP 5354	158	158
Lot 5 in BUP 5354	166	166
Lot 6 in BUP 5354	145	145
Lot 7 in BUP 5354	144	144
Lot 8 in BUP 5354	143	143
Lot 9 in BUP 5354	161	161
Lot 10 in BUP 5354	169	169
Lot 11 in BUP 5354	148	148
Lot 12 in BUP 5354	147	147
Lot 13 in BUP 5354	146	146
Lot 14 in BUP 5354	164	164
Lot 15 in BUP 5354	172	172
Lot 16 in BUP 5354	151	151
Lot 17 in BUP 5354	150	150
Lot 18 in BUP 5354	149	149
Lot 19 in BUP 5354	167	167
Lot 20 in BUP 5354	173	173
Lot 21 in BUP 5354	152	152
Lot 22 in BUP 5354	151	151
Lot 23 in BUP 5354	150	150
Lot 24 in BUP 5354	168	168
Lot 25 in BUP 5354	174	174
Lot 26 in BUP 5354	153	153
Lot 27 in BUP 5354	152	152
Lot 28 in BUP 5354	151	151
Lot 29 in BUP 5354	169	169
Lot 30 in BUP 5354	175	175
Lot 31 in BUP 5354	154	154
Lot 32 in BUP 5354	153	153
Lot 33 in BUP 5354	152	152
Lot 34 in BUP 5354	170	170
Lot 35 in BUP 5354	176	176
Lot 36 in BUP 5354	155	155
Lot 37 in BUP 5354	154	154

Lot 38 in BUP 5354	153	153
Lot 39 in BUP 5354	171	171
Lot 40 in BUP 5354	177	177
Lot 41 in BUP 5354	156	156
Lot 42 in BUP 5354	155	155
Lot 43 in BUP 5354	154	154
Lot 44 in BUP 5354	172	172
Lot 45 in BUP 5354	178	178
Lot 46 in BUP 5354	157	157
Lot 47 in BUP 5354	156	156
Lot 48 in BUP 5354	155	155
Lot 49 in BUP 5354	173	173
Lot 50 in BUP 5354	179	179
Lot 51 in BUP 5354	158	158
Lot 52 in BUP 5354	157	157
Lot 53 in BUP 5354	156	156
Lot 54 in BUP 5354	174	174
Lot 55 in BUP 5354	180	180
Lot 56 in BUP 5354	159	159
Lot 57 in BUP 5354	158	158
Lot 58 in BUP 5354	157	157
Lot 59 in BUP 5354	175	175
Lot 60 in BUP 5354	181	181
Lot 61 in BUP 5354	160	160
Lot 62 in BUP 5354	159	159
Lot 63 in BUP 5354	158	158
Lot 64 in BUP 5354	176	176
Lot 65 in BUP 5354	183	183
Lot 66 in BUP 5354	162	162
Lot 67 in BUP 5354	161	161
Lot 68 in BUP 5354	160	160
Lot 69 in BUP 5354	178	178
Lot 70 in BUP 5354	185	185
Lot 71 in BUP 5354	164	164
Lot 72 in BUP 5354	163	163
Lot 73 in BUP 5354	162	162
Lot 74 in BUP 5354	180	180
Lot 75 in BUP 5354	187	187
Lot 76 in BUP 5354	166	166

Lot 77 in BUP 5354	165	165
Lot 78 in BUP 5354	164	164
Lot 79 in BUP 5354	182	182
Lot 84 in BUP 5354	186	186
Lot 85 in BPA 7225	339	339
Lot 86 in BPA 7925	362	362
TOTALS	13,698	13,698

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. 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.

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.

Battery means any lithium-ion battery used to power an e-bike or e-scooter.

Call-out means Attendance at the Building by the fire brigade, any authorised contractor or government agency to investigate or follow up on;

- The activation of heat, smoke or fire alarms forming fire safety equipment in a Lot due to tampering with or removal of such equipment.
- The activation of heat, smoke or fire alarms forming fire safety equipment at the Building due to a Battery and/or.

- The ignition or smoking of a Battery.

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.

Compliant/Compliance means a device that meets the appropriate federal and state definition at all times of road legal e-bike or e-scooter and includes a regulatory compliance mark on the battery and charger.

Designated Storage and Charging Area means a Common Property area or areas in the Scheme identified as a safe storage and charging area for e-bikes and e-scooters.

e-bike and e-scooter means an electrically powered personal transport device that uses a Battery and includes e-bicycles, e-scooters, hoverboards and e-skate boards used for recreational or for employment purposes BUT excludes road registered electric vehicles, wheelchairs, motorised mobility scooters or other devices necessary to aid mobility for people with disabilities or mobility impairments.

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

GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

Heavy Vehicle includes a motor vehicle in excess of four and a half (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 Facilities includes the pool, spa, barbeque area 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, and includes, but is not limited to:
 - Installing air conditioning (replacement or new);
 - Alterations to any walls or to the general layout of a Lot;
 - Modification or replacement of existing kitchens and bathrooms;

- Installation of additional plumbing and drainage fixtures (i.e. additional toilets, showers or sinks);
- Installation or replacement of any hard surface flooring (e.g. tiles, timber, laminate, marble);
- Modification to existing balcony floor tiles;
- Alterations to windows or sliding balcony doors; and
- Any activity that potentially impacts the visual amenity of the building.

Scheme Land means all the land contained in the Scheme.

Scheme means Princess Palm Community Titles Scheme 9843

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 otherwise 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.

Safe Charging Practices means:

- Only using chargers supplied with the device or certified third-party charging equipment compatible with the Battery specifications, note: chargers with incorrect power delivery (voltage and current) can damage a battery, including overheating that can lead to fire;
- Allowing Batteries to cool down before and after charging;
- Disconnecting the charger once a device or Battery has been fully charged;
- Being present while Batteries are charging and avoiding charging overnight;
- Not using Batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured or crushed – correctly dispose of any such battery after determining safe practice for disposal); and
- Charging away from flammable items, including furnishings and carpets, preferably on a hard, non-flammable surface.

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) An Owner or Occupier must not bring shopping trolleys onto the Scheme Land or abandon them on the nature strip.
- (c) Trolleys provided for use by the Body Corporate must be returned to the basement collection and return area immediately after use.

4. Smoking

- (a) Owners, Occupiers, and their Invitees must not use a smoking product (as defined in the Tobacco and Other Smoking Products Act 1998):
 - (i) Anywhere on the Common Property (except in the designated Smoking Permitted area);

- (ii) In or on any balcony, courtyard, patio, verandah, or similar outdoor area – irrespective of whether that area is:
 - (A) Part of a Lot; or
 - (B) Part of the Common Property, whether unallocated or granted by way of exclusive use to an Owner/Occupier.
- (b) Owners, Occupiers, and their Invitees must not smoke anywhere on the Scheme Land such that it unreasonably interferes with the use or enjoyment of another person in a Lot or Common Property.
- (c) 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.

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.
- (b) In circumstances where Lots are being let for short term purposes the Owner is obligated to, at the very least, provide the Body Corporate with the details of the appointed property manager for the Owners Lot, including email address and phone number.

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 Princess Palm 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 and the building's caretaker manager must always be courteous and not abusive or offensive.
 - (vi) the Committee is permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;
 - (vii) the Committee is not required to acknowledge receipt of any written communication;
 - (viii) 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.
- (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 11(a) by giving seven (7) days written notice to the Owner or Occupier.
- (d) An Owner or Occupier shall only allow bona fide Visitors to lots to occupy an area designated as a visitor car parking space and ensure compliance of by-law 12.
- (e) Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property.
- (f) Owners and Occupiers and their Invitees shall observe all parking or road rule sign posted on the Common Property.
- (g) An Occupier shall not:
 - (i) drive or permit to be driven any Heavy Vehicles over Common Property without the prior approval of the Body Corporate;

- (ii) permit any Invitees' Vehicles to be parked on the roadway forming part of the Common Property at any time;
- (iii) permit any boat, trailer, caravan, jet ski, motorbike, camper trailer campervan or mobile home (or the like) on Common Property, or on a Lot unless it is parked within the boundaries of the Occupier's allocated parking space.
- (iv) any person found to be in breach of this by-law or is causing a hazard shall have their Vehicle towed away at their expense.

12. Electric Vehicles

- (a) No electric motor vehicle is to be charged on the Common Property.

13. e-bikes and e-scooters

- (a) e-bikes and e-scooters have a higher fire risk when compared with most other battery-powered devices, particularly poorer quality cheap variants. To minimise the risk of harm to the building and its occupants:
 - (i) Only Compliant e-bikes and e-scooters are permitted within the Scheme;
 - (ii) e-bikes and e-scooters must not be stored or charged in any fire exit path;
 - (iii) Owners and Occupiers must observe Safe Charging Practices;
 - (iv) e-bikes and e-scooters must be stored and charged in the Designated Charging and Storage Area if provided;
 - (v) Avoid charging e-bikes and e-scooters inside the residential space of any Lot, preferably charging outside the building envelope (e.g. on a balcony) or in a designated storage/charging area, refer clause 13(a)(iv);
 - (vi) Damaged e-bike and e-scooter batteries represent a heightened fire risk and must not be brought into the scheme.
- (b) In the interests of fire safety, an Owner or Occupier who keeps an e-bike or e-scooter in the Scheme **must not**:
 - (i) Modify a Battery or any electronic component related to the motor, sensors, or motor controller of the device in any way;
 - (ii) Replace a Battery with any Battery not recommended by the manufacturer of the e-bike or e-scooter;
 - (iii) Overcharge any battery; or
 - (iv) Dispose of any battery in any waste receptacles in the building not clearly designated for battery disposal.
- (c) In the further interests of fire safety, an Owner or Occupier who keeps an e-bike or e-scooter in the Scheme **must**:
 - (i) Notify the strata committee of the existence of the e-bike or e-scooter, including details of its compliance;
 - (ii) Ensure there is a working smoke detector installed to required legislated standards;
 - (iii) Disclose to their insurer that an e-bike or e-scooter is stored on the lot; and
 - (iv) Dispose of all Batteries safely.

Call – Outs

- (d) If there is a Call-Out due to an e-bike or e-scooter fire, then the owner is liable for any charges (including fines) associated with the Call-Out.

Liability and Indemnity

- (e) An Owner or Occupier who keeps an e-bike or e-scooter in the Scheme will be jointly and severally liable for any damage to Common Property, lot property, or personal property, as well as any fines or penalties imposed on them or their Occupiers by any Government Agency, as a result of a breach of this by-law.
- (f) An Owner or Occupier who keeps an e-bike or e-scooter in the Scheme must indemnify the Body Corporate against all claims and any actions, demands or expenses, including legal and administrative expenses incurred in relation to costs.

14. Visitor Car Parking

- (a) The Body Corporate may in its absolute discretion, however pursuant to Gold Coast City Council conditions, nominate car parking spaces within the Common Property for use by Owners or Occupiers and Invitees. Such areas will be marked with signage and named 'Visitor Car Parking'.
- (b) The Owner or Occupier of any Lot must ensure that Visitors only park their vehicles in a designated Visitor Parking space and that the Owner's or Occupiers vehicles are only parked within the designated parking area for the relevant Owner or Occupier (meaning the Owner or Occupiers exclusive use car parking bay).
- (c) A car parking bay which is a designated Visitor car park must remain available at all times for the use of bona fide Visitors of Occupiers of Lots and are not to be used by Owners or Occupiers.
- (d) To ensure the availability of Visitor car parking at the Scheme, Visitors are permitted to park their Vehicles within a designated Visitor car parking bay for a maximum duration of 8 hours between the hours of 8:00am to 8:00pm or for a maximum duration of 12 hours if between the hours of 8:00pm to 8:00am, unless the prior written approval of the Body Corporate is obtained.
- (e) Visitors must ensure to abide by the signage erected at the relevant car parking space, understanding that the terms of use may vary between the spaces.
- (f) If Visitors breach the terms of use of the car park bays, the Body Corporate reserves its rights to seek for the vehicle to be towed.

15. Drop Off Zone or 20 Minute Zone

- (a) The Body Corporate may in its absolute discretion, however pursuant to Gold Coast City Council conditions, designate an area of common property for use by Owners or Occupiers and Invitees as a 'drop off zone'. Such area(s) will be marked with signage and named 'Drop Off Zone'. Visitors are permitted to park their Vehicles within a designated Drop Off Zone for a maximum duration of 20 minutes unless the prior written approval of the Body Corporate is obtained.
- (b) The Owner or Occupier of any Lot must ensure that they themselves and Invitees comply with the signage erected at the drop off zone and ensure that their vehicles respect the time periods imposed on signage (from time to time).

16. Speed Limits

- (a) An Owner or Occupier of a Lot must not exceed 10kph (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.

17. Obstruction

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

18. Children

- (a) In the interest of safety, children are not to play on the Body Corporate common property roads and driveways.
- (b) Children are not permitted to play on or with the following on Body Corporate common property roads and driveways:
 - (i) balls;
 - (ii) scooters;
 - (iii) skateboards;
 - (iv) rollerblades;
 - (v) roller-skates;
 - (vi) hoverboards;
 - (vii) bicycles; or
 - (viii) any other similar vehicle, device, toy or item.
- (c) An exception to by-law 18(b) is where the item is being used for direct ingress and egress between a lot and outside of the Scheme.

19. 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.

20. Bicycles, Scooters and Skateboards

- (a) Owners, Occupiers and/or Invitees are not permitted to ride bicycles, scooters and/or skateboards or the like while on common property.
- (b) Owners, Occupiers and/or Invitees must ensure that they dis-embark any such transport/equipment and walk such transport/equipment while on common property. Access is only permitted via the basement lifts when carrying/ transporting such equipment to their respective Lots.
- (c) At no time, should electric scooters, push scooters, bicycles or the like be taken through the reception foyer.

21. Cleaning / Wash Bay

- (a) Owners and/or Occupiers must not use the designated cleaning/wash bay in a way which:
 - (i) causes damage to the designated cleaning bay area and any ancillary fittings provided by the Body Corporate;
 - (ii) causes an unreasonable interference with the use of or enjoyment of an Owner and/or Occupier in an Exclusive Use Car Space or on Common Property;
 - (iii) causes backlogs or causes blockage in any drainage system;
 - (iv) is for any purpose other than the cleaning of vehicles; and
 - (v) allows a vehicle to be parked for longer than is reasonably necessary to use the designated cleaning bay for the cleaning of vehicles.

DEALINGS WITH COMMON PROPERTY**22. Use of Common Property Area in Basement**

- (a) Owners may only install a storage cabinet within their designated car space with Committee approval, provided it does not interfere with any infrastructure of the building or cause any parked vehicle to protrude outside of the Owner's designated car space, and subject to any other conditions imposed as part of the Committee's approval.
- (b) Furniture and other household goods are not to be located in any part of the basement without Body Corporate permission.
- (c) The Owner's designated car space area is to be kept in a neat and tidy condition.

23. 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.

24. 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 21(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.

25. Fire Doors

- (a) A person must not alter a fire door in any way unless the prior written consent of the Committee has been obtained. Such consent shall not be given unless the Committee is satisfied that the alterations to the fire door:
 - (i) strictly comply with the relevant regulations pertaining to fire door compliance; and
 - (ii) do not, in any way, affect insurance policies in place for the Scheme.
- (b) Owners or Occupiers are not permitted pursuant to fire regulations to install safety screens to fire doors.
- (c) Any prior approved works to fire doors must be strictly performed by a suitably qualified, experienced and licensed fire door tradesperson.

26. Depositing Rubbish, etc, on Common Property

- (a) Subject to the requirements for garbage disposal under by-law 27, 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.

27. Garbage Disposal

- (a) The Owner or Occupier of a Lot must:
 - (i) dispose of all garbage in the receptacles/bins provided by the Body Corporate for the disposal of garbage;
 - (ii) ensure that all garbage placed into the Body Corporate's bins (excluding recyclable items) is properly bagged;
 - (iii) comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, in particular with respect to the use of any garbage bins/receptacles including those on the Common Property or those to which the Body Corporate has use;
 - (iv) comply with all government local laws about the disposal of garbage;
 - (v) ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots;
 - (vi) ensure that empty bottles, boxes, used containers and similar are disposed of in the recycling bin and boxes are flattened;
 - (vii) ensure that all rubbish is disposed of in a manner so as not to emit any foul odour;
 - (viii) ensure that 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;
 - (ix) ensure that cigarette butts are properly extinguished before being disposed of; and
 - (x) ensure that receptacle bins are not over filled.

28. 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

29. Maintenance of Lots

- (a) Subject to any other by-law to the contrary, an Owner or Occupier of a Lot will:
 - (i) Be responsible for the proper maintenance of his/her Lot;
 - (ii) Maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof); and
 - (iii) Maintain the interior of his/her Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) The improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or 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.

30. Use of Lots

- (a) Subject to by-law 30(b), all Lots shall be used for residential purposes.
- (b) The Owner or Occupier of Lot 1 may use that Lot both for residential purposes and for the purposes of management of the building and for the sale and letting of lots on behalf of Owners and the rendering of such services to Occupiers of Lots, and may without the consent of the Body Corporate Committee display signs or notices for the purposes of offering for sale or for lease or for letting any Lot. For the purposes aforesaid, the Body Corporate shall have the power to grant to the Owner or Occupier of Lot 1 the right to carry out in the building the business of letting of Lots and for that purpose to enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.
- (c) 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.
- (d) 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.
- (e) 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 and so long as it does not compete with the business operated by the Owner or Occupier of Lot 1 under by-law 30(b).
- (f) 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.

31. Alterations to Lots

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 such things as the Committee shall reasonably require, but at least contain the following minimum material and information:
 - (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) Impose 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.

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 7:00am and 5:00pm Monday to Friday.. No work is to be carried out during Queensland or New South Wales school holidays, on public holidays or Saturdays and Sundays without permission of the Body Corporate.
 - (ii) Trade and construction noise is only permitted between 10:00 am and 3:00pm 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) 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.
 - (iv) 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.
- (k) Rubbish may be stored in the exclusive use car park for up to five (5) days and any rubbish or debris is to be covered by a tarpaulin at all times and not encroach on an adjacent space. It is not to be left in this position for the entire renovation or be in a position interfering with other occupiers' access to their Lot or Common Property.
- (l) Only lift one may be used for carrying building materials and equipment. A notice period of 24 hours must be given for the intended use and must be provided to the building manager to enable the fitting of protective wall and floor covers. .
- (m) Inspections by a licensed contractor must be carried out before commencing all renovations involving kitchens, en-suites and/or bathrooms; however, in these areas, other trades will be required to disconnect services and remove items before the inspection takes place.
- (n) If asbestos is detected, it is to be removed by the licensed removal team, and then a certificate of clearance is to be issued and provided to the Committee.

- (o) 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.
- (p) An Owner shall ensure that the operation of all fire safety equipment including fire sprinkler systems 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this by-law provided that the Committee gives the Owner or Occupier the statutory provided for notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this by-law.

Additional Rules for Balcony Tile Renovation

- (u) The external appearance of the building is to be the paramount consideration in all issues concerning the balcony of a Lot.
- (v) The occupier who proposes to replace the balcony tiles of a lot cannot proceed without first obtaining the consent of the Body Corporate Committee in writing, which shall not be unreasonably withheld provided that the proposal is to replace all the existing tiles and includes:
 - (i) The type and method of waterproofing membrane to be used;
 - (ii) Texture, size, colour and make of the replacement tiles;
 - (iii) The confirmation that the tiles are suitable for outdoor use;
 - (iv) The design and pattern they are to be laid;
 - (v) The method and materials used to affix them;
 - (vi) A plan of the fall and direction of water movement that must be consistent with the balcony's drainage.
- (w) The Body Corporate Committee will, in its sole discretion, be satisfied that if the balcony tiles are replaced per the proposal, they will not detract from the good external appearance of the building.
- (x) As soon as practicable after the Body Corporate Committee approves a proposal, the Occupier shall cause the replacement tiles to be installed on the balcony by a suitably qualified tradesperson.
- (y) The approval will lapse if the installation is not completed within twelve weeks of the proposed completion date.
- (z) After installation of the replacement tiles has been completed, the Body Corporate Committee may require the Occupier, at the Occupier's expense, to provide a written report of an independent, appropriately qualified person as to whether the replacement tiles have been installed in substantial compliance with the proposal approved by the Body Corporate Committee and whether the standard of workmanship is that of a suitably qualified tradesperson.

- (aa) The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Owner of their responsibility under any other by-laws, the nuisance provisions in the Act or any other relevant government laws and regulations, code of practice and Australian Standards.

32. Hard Flooring and Sound Proofing

- (a) The Body Corporate requires that each Owner maintains a high standard of soundproofing in their Lot. As such, the following will apply to any application regarding changes to the floor coverings in Lots, or part of Lots.
- (b) Owners may replace any carpet laid in the Lot with carpet (so long as it is laid with suitable acoustic underlay), but must not, without obtaining written consent of the Committee:
- (i) Replace carpet with tiles, timber, marble, hybrid, vinyl or other hard flooring material ("**hard flooring**"); or
 - (ii) Replace existing hard flooring with another kind of hard flooring; or
 - (iii) Install hard flooring over existing floor coverings (such as installing tiles over tiles); or
 - (iv) Remove the existing floor coverings without installing replacement floor coverings.
- ("Hard Flooring Works").
- (c) The Committee will provide an Owner with its consent for Hard Flooring Works ("**the Approval**") if:
- (i) A written proposal is given by the Owner to the Committee setting out the type and specifications of the materials to be used, together with the details of sound-proofing materials to be applied;
 - (ii) The Owner provides the Committee with evidence which satisfies the Committee that the proposed hard flooring will, as far as reasonably practicable, not cause a nuisance or sound disturbance to other Lot Owners, being either:
 - A. Manufacturers specification or other evidence to support that the impact sound transmission of the proposed hard flooring, once installed, will not exceed a sound level measured by the L'nT,w rating of 58dB for a 150mm concrete slab floor without any suspended ceiling beneath the slab ("**the Standard**"); or
 - B. A report prepared by a suitably qualified acoustic expert who certifies that, based on previous testing on a building of the same construction and slab thickness as the Scheme, the impact sound transmission of the proposed hard flooring, once installed, will achieve the Standard; and
 - (iii) The Owner provides the Committee with any other evidence or information reasonably requested by the Committee to satisfy itself of the Hard Flooring Works.
- (d) Where the Committee grants an Approval, the Owner must comply with the terms of that Approval.
- (e) If a Hard Flooring Works proposal requires the consent of the Committee and that consent is refused, then an Owner may amend the proposal (for example, by improving the proposed sound-proofing materials) and re-submit it for the consideration of the Committee.
- (f) At the completion of the renovation the Owner is to provide acceptable evidence to the Committee that work complies with the information provided in the Application.
- (g) If there are reasonable concerns that the completed hard flooring does not meet the above-required level of sound attenuation, the Owner must, if reasonably requested by the Committee:
- (i) Engage a suitable acoustic expert (at their cost) to undertake testing on the installed hard flooring to measure the impact sound transmission of the hard flooring; and
 - (ii) Provide the Committee with the acoustic specialist's report within 7 days of receiving it.
- (h) If the completed works is determined not to meet the above-required level of sound attenuation, the Owner must, within a reasonable time and at its cost, cause the removal of the hard flooring and/or have any necessary procedures or additional works undertaken (which must be approved by the Committee) in order for the hard flooring to meet the above-required level of sound attenuation
- (i) On the completion of any such additional procedures or works, the Committee may reasonably request the Owner:
- (i) Engages a suitable acoustic expert (at their cost) to undertake a further test on the installed hard flooring to measure the impact sound transmission of the hard flooring to ensure it complies with the Standard; and

- (ii) Provide the Committee with the further acoustic specialist's report within 7 days of receiving it.
- (j) The preceding 2 paragraphs will continue to apply until the installed hard flooring meets the Standard.
- (k) An Owner must comply with all conditions imposed by the Committee and any other by-laws herein when granting its Approval, including any conditions which are imposed by the Committee to prevent or minimise any nuisance or sound disturbance being caused to other Owners or Occupiers due to the installation or use of the hard flooring.
- (l) If an Owner fails to comply with the terms of this by-law, then the Owner must, upon receiving written notice from the Committee, remove the hard flooring from the Lot (at their cost). Any replacement flooring must comply with the by-laws (including this by-law).
- (m) In addition to complying with the relevant Approval and any associated conditions, hard flooring installed pursuant to this by-law must:
 - (i) Be installed in accordance with the specifications laid down by the manufacturer of the hard flooring product;
 - (ii) Be installed by appropriately qualified tradespersons; and
 - (iii) Comply with the Australian Standards and legislation at the time that the hard flooring is laid.
- (n) The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Owner of their responsibility under any other by-laws, the nuisance provisions in the Act or any other relevant government laws and regulations, code of practice and Australian Standards.
- (o) Should there be an increase in the Body Corporate's insurance premiums due to the new flooring, the Owner will be responsible for same.

33. 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.

34. Appearance of lot

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the Lot, including without limitation a change to the colour of the exterior of the Lot.
- (b) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (i) Hang washing, bedding, or another article if the article is visible from another lot or the Common Property or from outside the scheme land, including on the balustrade or visible above the top rail of the balustrade; or
 - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the scheme land; or
 - (iii) Store an item, other than outdoor living furniture (including, however not limited to, outdoor table, chairs and lounges specifically made for outdoor use (but excluding umbrellas)), , 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, and provided that any permitted items should not be above the level of the glass balustrades.
- (c) An Owner or Occupier shall not install, renovate, and/or replace curtains or window coverings visible from outside any Lot unless such curtains have a white or cream backing. Otherwise, no curtains, blinds, sliding doors or other window coverings may be installed unless the colour and design of same are approved by the Committee. Tinting of windows and doors is not permitted in any colour or form. Child safety and security protection using security mesh-style products is permitted, but using security grill-style products is not permitted. In giving such approvals, the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building.
- (d) An Owner or Occupier shall ensure that outdoor furniture used does not detract from the visual amenity of the Scheme.
- (e) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.
- (f) Under no circumstances are items to be hung on the balcony balustrade.

35. 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, planter box contained on their Lot:
 - (i) Do not extend beyond the boundaries of the Lot; and
 - (ii) Do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (d) An Occupier must take care when watering or carrying out maintenance so as to cause minimum disturbance to any other Owner or Occupier, including however not limited to, ensuring that all plants have drainage trays to prevent leakage to other balconies, Lots or Common Property and ensure to water plants in a manner which avoids leakage onto below balconies, Lots or Common Property.
- (e) 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, stairways or walkways.
- (f) An Owner or Occupier of a Lot shall not feed birds out of or from windows, balconies, stairways or walkways.
- (g) 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.
- (h) 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.
- (i) Gas barbecues are not to be used on the balconies.

36. 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).

- (viii) The air conditioner system must have a split system configuration and be of a colour approved by the Committee.
- (ix) All condensation lines must be connected to the building plumbing – no water is to run freely onto the building structure.
- (x) Adequate electrical circuits must be installed at the Lot Owner's expense for the safe operation of the system.
- (xi) The external part of the system must be situated:
 - A. to provide minimum visual impact to other Lot Owners;
 - B. to comply with Workplace Health and Safety standards;
 - C. noise emission level should not exceed 72 db; and
 - D. be positioned on the balcony in a position that complies with all legislative regulations and does not alter the appearance of the building. Air conditioning units are not to be attached to the unit balcony dividing walls.
- (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.

37. Alienation

- (a) An Occupier must not:
 - (i) take any part of the Common Property for their exclusive use; or
 - (ii) alienate in any way any part of the Common Property; or
 - (iii) otherwise interfere with the lawful use and enjoyment of Common Property by other Occupiers, without written approval of the Body Corporate.

OWNER/OCCUPIER OBLIGATIONS

38. 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 appropriate in the circumstances. In addition, any approval will always be subject to the following conditions:
 - (i) The approval given is only for this specific animal. A new approval will be required for any replacement animal.
 - (ii) The animal must be carried or be on a leash whilst on common property.
 - (iii) The animal is expressly not allowed to enter the pool area.
 - (iv) If the animal requires licensing, it must be licensed by the appropriate statutory and/or regulatory authorities.
 - (v) The animal must be kept in strict compliance with all statutory and/or governmental regulations (as amended from time to time) in respect of the care, keeping and control of such animals.
 - (vi) The animal must be vaccinated if/as recommended by a practising veterinary surgeon, and evidence of compliance must be supplied to the Body Corporate with this application and thereafter within seven days of demand.
 - (vii) The owner/occupier of the lot at which the animal is being kept must indemnify and keep indemnified the Body Corporate and/or the owner/occupant of any other lot within the scheme against any injury,

damage, loss or expense, legal or otherwise, incurred or suffered, as a result of the animal being on common property or another lot.

- (viii) If the animal
 - A. causes damage to the common property or any other lot; or
 - B. causes injury or death to any other animal (including any wildlife) on the common property or any other lot; or
 - C. causes noise and/or nuisance to any other lot occupier or person lawfully using the common property; or
 - D. causes injury to any other lot occupier or person lawfully using the common property.
- (ix) The Body Corporate reserves the right to reasonably withdraw the approval and require that the animal be removed from scheme land. The Body Corporate shall decide what constitutes a nuisance or a health and safety issue in its sole discretion, acting reasonably.
- (x) The Occupier must acknowledge in writing that the conditions for the approval to keep an animal have been read and accepted.
- (c) An Occupier must comply with any reasonable request of the Committee to ensure that all conditions are met. If any conditions are not met, the approval may be withdrawn by the Committee, however the Committee must first give the Occupier a reasonable opportunity to respond to any contravention of the conditions.
- (d) Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
- (e) An application for written approval for an animal under by-law 38(a) by an Occupier, who is not the Owner, must be accompanied by a consent from the Owner of the Lot.
- (f) This by-law does not apply to a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
- (g) Alternative or additional reasonable conditions may be imposed by the Body Corporate depending on the type of animal applied for.
- (h) Prior approval given is not affected by this by-law however, upon the passing of a prior approved pet the Owner/Occupier must seek new approval for a future animal.

39. Drones

- (a) An Owner and/or Occupier must not, without the written approval of the Body Corporate, operate or permit the operation of a drone, unmanned aircraft, remote piloted aircraft or other similar device for any purpose on Scheme Land.
- (b) An Owner and/or Occupier granted approval under this by-law (the **operator**) must comply with the following conditions unless excused by the Body Corporate:
 - (i) the operator must obtain an appropriate licence, certificate or authorisation to operate a drone, as required under Federal Legislation, and evidence of such qualification is provided to the Committee;
 - (ii) any operation of the drone must comply with the standard operating conditions, which provide that a drone must not:
 - (iii) leave the operator's visual line of sight;
 - (iv) be operated higher than 400 feet above ground level;
 - (v) be operated after sunset or before sunrise;
 - (vi) be operated closer than 30 meters to any person or animals;
 - (vii) be operated in a restricted or densely populated area;
 - (viii) be operated within 5.5km of a controlled aerodrome;
 - (ix) be operated in area of public safety operations; and the operator must not use more than one drone at any one time;
 - (x) the operation of the drone must comply with any other applicable laws and any other conditions imposed by the Body Corporate; and

- (xi) if the operator fails to comply with any of the above conditions, the Body Corporate may withdraw the approval and the operator must immediately cease operation of the drone on Scheme Land.

40. Notice of Health and Safety Issues

- (a) An Occupier must immediately provide notice to the Body Corporate of any:
 - (i) Infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee; and
 - (ii) Any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his/her knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings in the Body Corporate as often as may be necessary.
- (b) All required and advised actions and directions by Queensland Health or any other relevant Government authority must be complied with.

41. 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 stairs or fire escape.
- (b) The Body Corporate and an Occupier must, in respect of the Common Property or the Lot, (as the case may be):
 - (i) Consult with any relevant government agency as to an appropriate fire alarm 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.

42. 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.

43. Storage of Flammable Liquids / Fire Risk

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- (b) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this bylaw does not apply to the storage of fuel in:
 - (i) The fuel tank of a vehicle, boat or internal combustion engine; or

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

44. 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.

45. 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.

46. 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.

47. Furniture Removals

- (a) An Occupier or their property manager must provide both the Body Corporate and the Building manager with at least 4 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.

BODY CORPORATE OBLIGATIONS

48. 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.

49. 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 licence of a Lot to such Occupier) to ensure the return to the Owner or to the Body Corporate upon the Occupier ceasing to be an Occupier.
- (c) An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if same is lost or misplaced.
- (d) An Owner or Occupier of a Lot shall exercise a high degree of caution and responsibility in using any applicable intercom system to allow access to Occupiers and 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.

50. Deadlocks on Entry Doors

- (a) Any addition of a deadlock on a unit door needs to be compliant with the Fire Regulations (for instance, a legally compliant lock is the fire-rated 'Lockwood 002').
- (b) Also, if emergency services need to enter your unit in the event of an emergency (e.g. on the occasion of a fire alarm being activated in that unit) they will have no choice but to force entry and all resulting costs will be the responsibility of the owner.
- (c) Any subsequent works undertaken within units that render an entry door non-compliant will require immediate remediation to be undertaken at the Lot Owner's expense to achieve compliance.

51. 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.

52. 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.

53. 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 air-conditioning units; and
 - (iv) Provide cable television services, satellite and similar services to the Building on the terms of the installation of the equipment and allow a person to install cabling, wiring, ducting. Conduits, amplifiers, satellite dish and any other equipment to allow the provision of cable television services, satellite services and similar services to the Building.

RECREATION FACILITIES**54. Use of Recreation Areas**

- (a) An Owner and Occupier when using Recreational Facilities must adhere to the following rules and abide by by-laws 55 – 57;
 - (i) The Recreational Facilities must only be used during the specified hours outlined below, unless the prior written approval of the Committee has been obtained. These hours are as follows:
 - A Gym and Games Room – 5:00am to 10:00pm;
 - B Pool – 7:00am to 9:30pm; and
 - C Tennis Court - 7:00am to 8:30pm.
 - (ii) Invitees and guests do not use the area unless they are accompanied by an Occupier.
 - (iii) The facility must not be used for commercial purposes.
 - (iv) Children below the age of eight (8) years with respect to the Games Room and sixteen (16) years of age with respect to the Gym are not in or around the area unless accompanied by an adult Occupier exercising effective control over them.
 - (v) Invitees 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.
 - (vi) All users of the Recreational Facility must be suitably attired and must observe a dress code suitable for the occasion.
 - (vii) All users of the Recreational Facility comply with the signage posted around the areas.
 - (viii) An Owner or Occupier or Visitor of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreational Facility.
 - (ix) Does not cause damage to Common Property or Body Corporate assets and equipment.
 - (x) Does not cause a hazard or safety risk.
 - (xi) Does not engage or permit others to engage in rough play or ball games.
 - (xii) Ensures that the Owner and Occupier and their Visitors are appropriately supervised.
 - (xiii) Leaves the area clean and tidy after use.
 - (xiv) Does not bring animals into the area.
- (b) The Committee may make, amend, repeal and re-introduce reasonable policies and procedures regarding bookings of the Recreational Facility, which must be complied with by the Owners and Occupiers in the Scheme provided that the Committee must keep Owners and Occupiers informed of such policies and procedures.

55. Social Functions

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

56. Committee May Make Rules

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

EXCLUSIVE USE

57. Exclusive Use of Car Spaces

- (a) Occupiers for the time being of each Lots identified in Schedule E shall be entitled to the exclusive use for themselves and their Invitees of the car space or spaces or the storage space or spaces which are identified in Schedule E and on the attached sketch plan marked "A" provided that in respect of those car spaces or storage spaces allocated pursuant to this by-law the Body Corporate Committee is hereby authorised to vary the allocations so made and to transfer car spaces or storage spaces from one Lot to another Lot at any time and from time to time on the written request of the Owners of the Lots involved.

58. Exclusive Use – Roof Top Areas

- (a) The Occupiers for the time being and from time to time of the Lots identified in Schedule E shall be entitled to the exclusive use for himself or his Invitees of those parts of the Common Property immediately above Lots exclusive of those areas required for water tanks and/or provision of services provided that at all times the Body Corporate and/or its agents shall have full access to such areas as may be required for servicing and repairs. Those parts of the Common Property are identified in Schedule E and on the attached sketch plan marked "B". The Occupiers for the time being of the subject Lots shall be responsible for the cleaning, care and maintenance at all times and in all respects of the relevant areas.

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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Exclusive use of car spaces
Lots affected

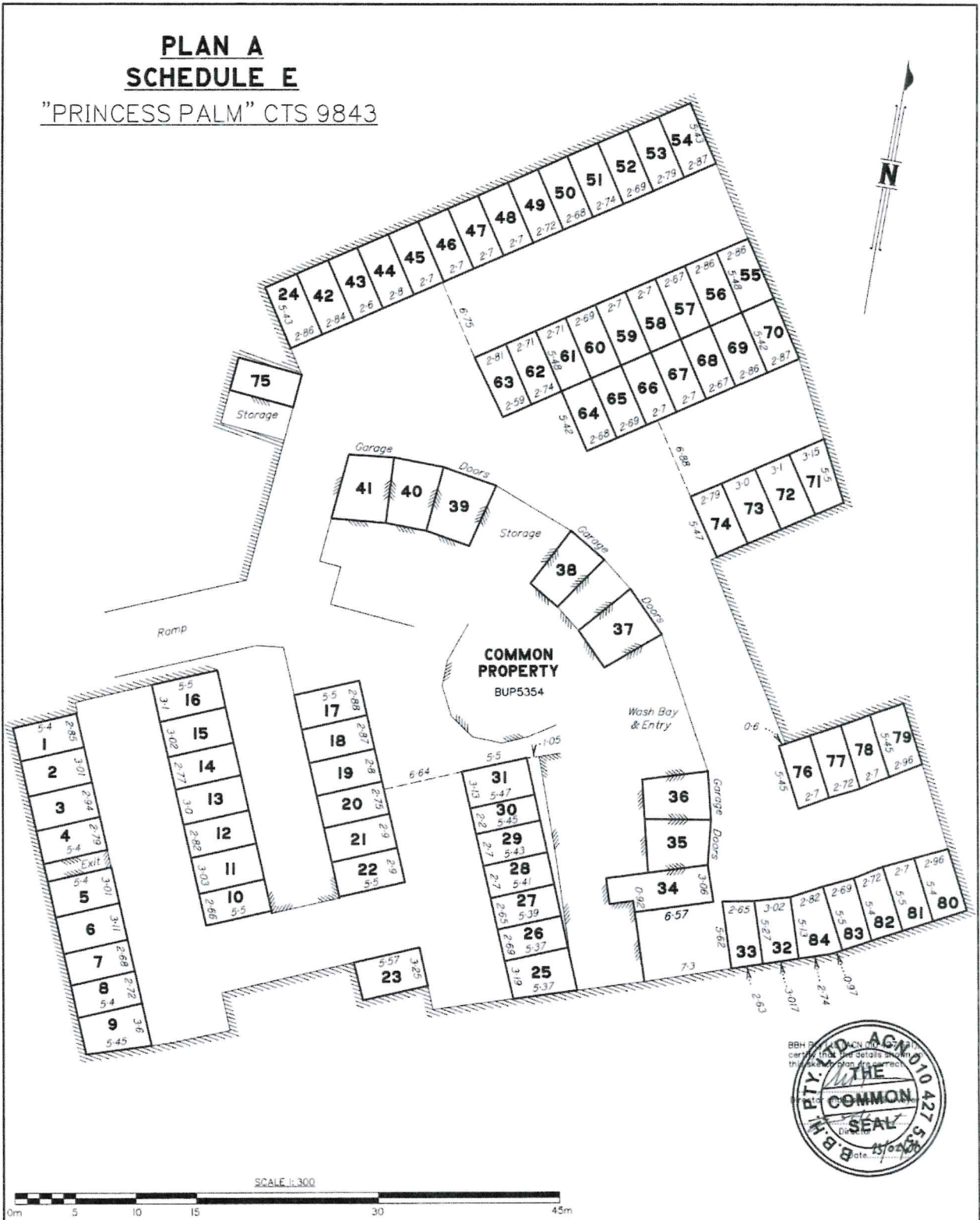
Lot	Exclusive Area
Lot 1 in BUP 5354	Area 17 on Plan A
Lot 2 in BUP 5354	Area 15 on Plan A
Lot 3 in BUP 5354	Area 18 on Plan A
Lot 4 in BUP 5354	Area 16 on Plan A
Lot 5 in BUP 5354	Area 77 on Plan A
Lot 6 in BUP 5354	Area 76 on Plan A
Lot 7 in BUP 5354	Area 81 on Plan A
Lot 8 in BUP 5354	Area 80 on Plan A
Lot 9 in BUP 5354	Area 1 on Plan A
Lot 10 in BUP 5354	Area 54 on Plan A
Lot 11 in BUP 5354	Area 61 on Plan A
Lot 12 in BUP 5354	Area 6 on Plan A
Lot 13 in BUP 5354	Area 5 on Plan A
Lot 14 in BUP 5354	Area 53 on Plan A
Lot 15 in BUP 5354	Area 10 on Plan A
Lot 16 in BUP 5354	Area 9 on Plan A
Lot 17 in BUP 5354	Area 4 on Plan A
Lot 18 in BUP 5354	Area 3 on Plan A
Lot 19 in BUP 5354	Area 2 on Plan A
Lot 20 in BUP 5354	Area 65 on Plan A
Lot 21 in BUP 5354	Area 71 on Plan A
Lot 22 in BUP 5354	Area 69 on Plan A
Lot 23 in BUP 5354	Area 70 on Plan A
Lot 24 in BUP 5354	Area 79 on Plan A
Lot 25 in BUP 5354	Area 64 on Plan A
Lot 26 in BUP 5354	Area 78 on Plan A
Lot 27 in BUP 5354	Area 49 on Plan A
Lot 28 in BUP 5354	Area 40 on Plan A
Lot 29 in BUP 5354	Area 55 on Plan A
Lot 30 in BUP 5354	Area 68 on Plan A
Lot 31 in BUP 5354	Area 67 on Plan A
Lot 32 in BUP 5354	Area 58 on Plan A

Lot 33 in BUP 5354	Area 57 on Plan A
Lot 34 in BUP 5354	Area 56 on Plan A
Lot 35 in BUP 5354	Area 23 on Plan A
Lot 36 in BUP 5354	Area 24 on Plan A
Lot 37 in BUP 5354	Area 27 on Plan A
Lot 38 in BUP 5354	Area 26 on Plan A
Lot 39 in BUP 5354	Area 25 on Plan A
Lot 40 in BUP 5354	Area 14 on Plan A
Lot 41 in BUP 5354	Area 13 on Plan A
Lot 42 in BUP 5354	Area 20 on Plan A
Lot 43 in BUP 5354	Area 19 on Plan A
Lot 44 in BUP 5354	Area 66 on Plan A
Lot 45 in BUP 5354	Area 29 on Plan A
Lot 46 in BUP 5354	Area 28 on Plan A
Lot 47 in BUP 5354	Area 22 on Plan A
Lot 48 in BUP 5354	Area 21 on Plan A
Lot 49 in BUP 5354	Area 82 on Plan A
Lot 50 in BUP 5354	Area 59 on Plan A
Lot 51 in BUP 5354	Area 60 on Plan A
Lot 52 in BUP 5354	Area 7 on Plan A
Lot 53 in BUP 5354	Area 8 on Plan A
Lot 54 in BUP 5354	Area 42 on Plan A
Lot 55 in BUP 5354	Area 12 on Plan A
Lot 56 in BUP 5354	Area 11 on Plan A
Lot 57 in BUP 5354	Area 30 on Plan A
Lot 58 in BUP 5354	Area 30 on Plan A
Lot 59 in BUP 5354	Area 62 on Plan A
Lot 60 in BUP 5354	Area 52 on Plan A
Lot 61 in BUP 5354	Area 51 on Plan A
Lot 62 in BUP 5354	Area 43 on Plan A
Lot 63 in BUP 5354	Area 44 on Plan A
Lot 64 in BUP 5354	Area 75 on Plan A
Lot 65 in BUP 5354	Area 73 on Plan A
Lot 66 in BUP 5354	Area 74 on Plan A
Lot 67 in BUP 5354	Area 45 on Plan A
Lot 68 in BUP 5354	Area 46 on Plan A
Lot 69 in BUP 5354	Area 82 on Plan A
Lot 70 in BUP 5354	Area 34 on Plan A
Lot 71 in BUP 5354	Area 33 on Plan A

Lot 72 in BUP 5354	Area 47 on Plan A
Lot 73 in BUP 5354	Area 48 on Plan A
Lot 74 in BUP 5354	Area 32 on Plan A
Lot 75 in BUP 5354	Area 41 on Plan A
Lot 76 in BUP 5354	Area 63 on Plan A
Lot 77 in BUP 5354	Area 83 on Plan A
Lot 78 in BUP 5354	Area 84 on Plan A
Lot 79 in BUP 5354	Area 39 on Plan A
Lot 84 in BUP 5354	Area 40 on Plan A
Lot 85 in BPA 7225	Areas 35 and 36 on Plan A
Lot 86 in BPA 7925	Areas 37 and 38 on Plan A

Exclusive use of roof top area**Lots affected**

Lot 84 on BUP 5354	Area 84 on Plan B
Lot 85 on BPA 7225	Area 85 on Plan B
Lot 86 on BPA 7925	Area 86 on Plan B



- NOTES:**
1. Drawn to Scale on A3 sheet
 2. Community Titles Scheme . . "PRINCESS PALM COMMUNITY TITLES SCHEME" CTS 9843"
 3. Title Reference.....19205354
 4. Areas & dimensions defined by the internal faces of walls and/or dimensions shown unless noted
 5. Centerline of walls shown . . .
 6. Meridian of BUP 5354

Bennett & Bennett

Consulting Surveyors, Development Consultants
& Town Planners

95 Upton Street, Bundall Ph (07) 5574 0733 Fax (07) 5574 0202
 21 Dreamworld Parkway, Coomera Ph (07) 5573 6177 Fax (07) 5529 4342
 BBH Pty. Ltd. A.C.N. 010 427 531 All mail to: PO Box 5021 G.C.M.C. Old 9726 email benbenn@qldnet.com.au

Plan of Exclusive Use Areas 1-84
in part of the Common Property on
Level A (Basement) of "PRINCESS PALM" CTS 9843

Surv'd	TT	F/Book	Amendments
Drawn	JJ	L/Book	
Parish	T'budgera	County	WARD
Authorised		Comp File	19159EXI
SCALE	1: 300		PLAN No. 5
JOB No.	99.159.A232		DATE 23/2/2000
CLIENT	B/C "Princess Palm"		

