

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS**1. INTERPRETATION****Meaning of words**

1.1 The following words have these meanings unless the contrary intention appears:

Accommodation Module means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

Ansonia means Ansonia community titles scheme, once it is created.

Approved Flooring Material means material which is:

- (a) acoustic rated to provide adequate soundproofing; or
- (b) otherwise approved by the Body Corporate.

To remove doubt, unless otherwise approved by the Body Corporate, flooring material made from timber or ceramic substances is not Approved Flooring Material.

Approved Storage Cage means a storage cage of a size, design and construction approved by the Body Corporate from time to time.

Body Corporate means the body corporate for the Community Titles Scheme,

Body Corporate Assets has the same meaning as in the Act.

Building means the building constructed on the Scheme Land.

Building Management Statement means the building management statement applying to the Scheme Land.

Committee means the committee of the Body Corporate.

Common Property means the common property for the Community Titles Scheme and any area in Ansonia that you are entitled to use in accordance with the Building Management Statement, including the Recreation Area.

Community Titles Scheme means the community titles scheme to which this community management statement relates.

Lot means a Lot that is part of the Scheme Land.

Manager means the person engaged as the caretaker and authorised as the letting agent for the Community Titles Scheme and includes any person approved by the Body Corporate to perform the duties on behalf of the Manager.

Manager's Lot means:

- (a) any Lot in the Scheme; or
- (b) (only where the Manager is also the manager at Ansonia) any Lot in Ansonia,

as nominated by the Manager by notice to the Body Corporate from time to time.

Planning Laws means all statutes, regulations, statutory instruments, local laws, government policies, development conditions, or requirements of any government authority which relate to town planning issues in the Community Titles Scheme.

Recreation Area has the same meaning as in the Building Management Statement, including the swimming pool, barbeque area, gym and toilet/shower facilities, which are partly on the Scheme Land and partly in Ansonia.

Scheme Land means the land described as the scheme land in Item 4 of page 1 of this community management statement.

Services means utility services such as water, gas, electricity, communications, trade waste, garbage removal and fire services supplied to Lots.

You means a person who is bound by these by-laws.

Rules of Interpretation

1.2 In these by-laws unless the contrary intention appears:

- (a) a reference to a by-law includes any variation or replacement of it; and
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments re-enactments or replacements of any of them; and
- (c) the singular includes the plural and vice versa; and
- (d) a reference to any thing is a reference to the whole and each part of it; and
- (e) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2. PROTECTION OF COMMON PROPERTY

Gardens and Plants

2.1 You must not damage or remove gardens, plants and parts of a plant on the Common Property except in the course of maintenance and gardening authorised by the Body Corporate.

Structures

2.2 Subject to by-law 2.3 and any law, you must not alter or damage the Body Corporate Assets, or structures that form part of the Common Property without the written consent of the Body Corporate.

2.3 Subject to Body Corporate approval, you may install in your Lot:

- (a) any lock or other safety device for the protection of your Lot; and
- (b) a screen or other thing to prevent the entry of insects or animals; and
- (c) air conditioning units.

The Body Corporate may specify acceptable locks, safety devices, screens and air conditioning units.

Anything installed under this by-law must not detract from the amenity of the Building and must be installed in a workman-like manner and maintained in good 'repair'.

Personal Property

2.4 You must not leave your personal property, such as shoes or bicycles, unattended on the Common Property.

Rubbish

2.5 You must not put or leave rubbish, dirt or other offensive material on the Common Property.

Aerials

2.6 Subject to any law, you must not erect television or radio aerials other communication receivers on the Common Property or a Lot without the written consent of the Body Corporate.

Letterboxes

2.7 You must ensure that any mailbox for your Lot located on the Common Property or visible from outside your Lot is cleared daily.

Protection of lifts

2.8 You must not use the lifts to move any bulky items without first arranging with the caretaker for the Community Titles Scheme to install the lift protection supplied by the Body Corporate. If you cause any damage when moving your property, by-law 11.2 applies.

3. CONDUCT**Obstruction**

3.1 You must not obstruct lawful use of the Common Property by another person. This includes persons exercising their rights under the Building Management Statement.

Noise

3.2 You must not make or allow any noise in a Lot or on the Common Property that would unreasonably interfere with the enjoyment by others of a Lot or the Common Property. If noise is unavoidable then it must be minimised.

Behaviour of visitors

3.3 You must make sure your visitors comply with these by-laws.

Notice of accidents

3.4 You must promptly notify the Body Corporate if you are involved in an accident on Common Property and give a reasonably detailed description of the circumstances.

Supervision of children

3.5 Children under 7 years of age must be supervised by a responsible person over 16 years of age while on the Common Property.

Closing and locking doors

3.6 You must ensure that you close, and where appropriate lock, any doors on the Common Property immediately after you use them, in order to prevent unauthorised entry to the Building or Scheme Land.

Compliance with Building Management Statement

- 3.7 You must comply with any relevant provisions in the Building Management Statement. You must not do anything which may cause the Body Corporate to breach its obligations under the Building Management Statement.

Walkway

- 3.8 Only owners of lots in Ansonia entitled to exclusive use of a car park physically located in the Building are entitled to use the walkways between the buildings. You must not use the walkway to access Ansonia.

4. USE OF LOTS

- 4.1 All Lots, other than the Manager's Lots, must be used for residential purposes only.
- 4.2 The Manager's Lot may be used as a residence and for providing caretaking and letting services (including all ancillary services and the sale of lots) at the Building and, where the Manager is also engaged as the caretaker and authorised as the letting agent for Ansonia, at the Ansonia building.

Appearance of Building

- 4.3 Subject to any other by-law to the contrary, you must not hang washing, towels, bedding, clothing, signage and other items so they are visible from outside a Lot. The external appearance of blinds, curtains and other window treatments visible from outside the Building must conform to the standards specified by, or otherwise approved by, the Body Corporate.

Balcony and Courtyard plants and planters

- 4.4 Any plant on a balcony or in a balcony planter box must be a variety approved by the Body Corporate. If a plant is visible from outside a Lot then the plant must be kept in good condition. Dead plants must be removed. If plants in the planter box die then they must be replaced by an approved plant. Plants must not be overwatered. Pot plants must not have direct contact with timber surfaces (for example, stands must be used).

Structural alterations

- 4.5 You must not:
- (a) make a structural alteration to a Lot; or
 - (b) permanently enclose, cover or partially cover a balcony, veranda, terrace or court yard of a Lot; without the written consent of the Body Corporate and any other approval required by Law.

Maintenance of Lots

- 4.6 You must keep your Lot clean, free of rubbish and vermin, and maintained in good order and condition.
- 4.7 You must maintain, repair, replace and renew as necessary any individual air conditioning unit servicing your Lot at your cost, even if it is installed on Common Property.

Garbage disposal

- 4.8 You must dispose of garbage in the appropriate facilities designated by the Body Corporate, or as directed by the Body Corporate. The garbage facilities on the Common Property are only for normal household rubbish. You must make your own arrangements for the disposal of large or dangerous items.

Flammable liquids

- 4.9 You must not store or use flammable liquids or materials in your Lot or the Common Property without the written consent of the Body Corporate. This does not apply to normal household materials stored in normal household quantities. You must not bring anything onto your Lot or do anything on your Lot or the Common Property that may increase the cost of fire insurance for the Building, or breach any laws about fire safety.

Use of facilities

- 4.10 You must use the facilities in your Lot and the Common Property properly and not for any purpose for which they were not designated. You must turn off taps after use. You must turn off hot water systems and stop cocks if your Lot will be unoccupied for a significant period.

Notice of damage

- 4.11 You must promptly notify the Body Corporate of any damage to or defect in water or gas pipes electrical cables, service cables and other fixtures.

Windows locked

- 4.12 You must lock windows and external doors in your Lot.

Animals

- 4.13 Subject to laws to the contrary, you must not without the prior written consent of the Committee:

- (a) have an animal in your Lot that is more than 5 kilograms in weight when fully grown; and
- (b) have more than one animal in your Lot.

You must clean and remove any mess left on Common Property by an animal under your control. The Body Corporate can order the removal of an animal from the Scheme Land if the animal is unreasonably disturbing others.

Flooring materials

- 4.14 You may only use Approved Flooring material in your Lot.

Barbeques

- 4.15 You must not use a barbeque or similar device on balconies or in the courtyard of your Lot.

5. USE OF RECREATION AREA AND FACILITIES

- 5.1 You must comply with any requirements of the Building Management Statement when using the Recreation Area (whether located on the Scheme Land or in Ansonia).

- 5.2 Without limiting by-law 5.1, the rules for using the Recreation Area include the following:

- (a) your guests must be accompanied by you; and
- (b) it must not be used between 10.00 pm and 6.00 am; and
- (c) things made of glass must not be taken inside the swimming pool enclosure; and
- (d) children under the age of 13 must be supervised by an adult; and
- (e) doors and gates to the swimming pool enclosure must be kept closed; and
- (f) you must clean any mess you make while using the Recreation Area and facilities and remove

- (g) your garbage; and
- (h) a booking system may be implemented for the barbeque area, in accordance with the Building Management Statement.

6. MANAGEMENT OF BUILDING

Store room

- 6.1 The Body Corporate may:
- (a) designate any appropriate part of the Common Property to be used as a store room; and
 - (b) determine the rules (for security purposes only) under which people are given access to a store room.

Restricted access areas

- 6.2 The Body Corporate must ensure that any parts of the Common Property used for:
- (a) electrical substations or control panels; and
 - (b) fire service control panels; and
 - (c) telephone exchanges; and
 - (d) other services to the Lots and Common Property;
- are kept locked unless there is a legal requirement to the contrary. You must not enter or open those areas without the consent of the Body Corporate.
- 6.3 The Body Corporate may use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the authority of the Body Corporate.

Manager's Lot and letting rights

- 6.4 The Manager may use the Manager's Lot and any occupation authority area granted to the Manager to provide caretaking services to the Body Corporate and to provide letting services (including all ancillary services and the sale of lots) to the owners and occupiers of Lots in the Building and, where the Manager is also engaged as the caretaker and authorised as the letting agent for Ansonia, to provide similar services to the body corporate and to the owners and occupiers of lots in the Ansonia building.
- 6.5 Subject to by-law 6.4, you must not use a Lot or the Common Property to conduct a business of letting units in the Building.
- 6.6 The Body Corporate may enter into an agreement with a person allowing or requiring that person to conduct a letting business from a Lot. The agreement may:
- (a) bind the Body Corporate to enforce by-law 6.5; and
 - (b) allow the person to provide other services to occupiers of units in the Building, such as the collection of dry cleaning, cleaning, hiring linen, beds, furniture and electrical equipment; and
 - (c) authorise the person to erect signage for the letting business on the Common Property; and
 - (d) be included in an agreement appointing a person to be a service contractor for the Body Corporate.

7. SECURITY SYSTEM

- 7.1 The Body Corporate may operate a security system under which:

- (a) parts of the Building or Scheme Land are secured against unauthorised entry; and
 - (b) locks and other security devices or procedures are used to implement the security system.
- 7.2 If the Body Corporate installs a security system that requires any type of key or a code for access then:
- (a) the Body Corporate must supply keys or the code to each person requiring access; and
 - (b) a person that loses a key must notify the Body Corporate as soon as possible; and
 - (c) the Body Corporate may cancel keys that are reasonably believed to be lost; and
 - (d) the Body Corporate may issue replacement keys to a person, at the cost of the person, if a key is lost.
- 7.3 The Body Corporate is not liable for any loss or damage to person or property because:
- (a) the security system falls or there is unauthorised entry to any part of the Scheme Land; or
 - (b) the security system is not operating.
- 7.4 Control of the security system is the responsibility of the Body Corporate and the Body Corporate may employ servants or agents to operate the security system.
- 7.5 You must comply with the security system and must not do anything that may affect the operation of the security system.

8. VEHICLES, PARKING AND DRIVING

- 8.1 Unless permitted under a by-law, you must not park or stand a vehicle or bicycle on the Common Property. In particular, you must not park your vehicles in the spaces provided for visitor car parking.
- 8.2 No vehicle may be parked in the spaces provided for visitor car parking on the Common Property for more than 24 consecutive hours, without the prior approval of the Body Corporate.

Driving

- 8.3 Vehicles may only be driven on the parts of the Common Property that are designed for that purpose. Vehicles must be driven at a safe speed. The maximum speed limit on the Scheme Land is 10 kilometres per hour.

9. EXCLUSIVE USE

- 9.1 The registered owners of the Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas marked on the attached plan A for the purposes set out in Schedule E.
- 9.2 The Body Corporate is responsible for ensuring the exclusive use areas that are car parks are cleaned, maintained and repaired.
- 9.3 You are responsible for cleaning and day to day maintenance of your exclusive use areas that are courtyards or storage areas (if any) and the Body Corporate is responsible for arranging any structural repairs of these areas.

Storage Cages

- 9.4 Subject to by-law 9.5, you may install an Approved Storage Cage within your exclusive use car park area with the consent of the Committee. You must keep the Approved Storage Cage in good repair at your cost.
- 9.5 Your property, other than your motor vehicles, may only be stored or otherwise left unattended in your Approved Storage Cage.

10.SUPPLY OF SERVICES BY THE BODY CORPORATE

10.1 The Body Corporate may:

- (a) purchase Services in bulk (as cheaply as possible) for the whole of the Scheme Land; and
- (b) sell Services to all Lot owners, or to the occupier of each Lot if the occupier is not the Lot owner, under section 118 of the Accommodation Module.

Separate Meters

10.2 The Body Corporate must ensure that each Lot to which Services are sold has a separate meter and must arrange the installation of separate meters if necessary, if this is applicable to the type of Service supplied.

10.3 If it is not appropriate to install metres or similar devices in respect of a particular Service, then the Body Corporate must devise a fair method of calculating how much of each service a particular Lot owner has used.

Selling price of Services

10.4 The Body Corporate:

- (a) must not unfairly discriminate between Lot owners or occupiers in setting charges for Services; and
- (b) may not charge more than the rate the relevant Services supplier would charge to supply the Service directly to the Lot.

Payment of Accounts

10.5 The Body Corporate may issue accounts for the Services supply at the intervals it decides are appropriate, and accounts must be paid within 14 days.

10.6 If a Lot owner is not the occupier of the Lot then the Lot owner is jointly and severally liable with the occupier of the Lot for payment of accounts for Services supplied to the Lot.

10.7 If accounts are not paid on the due date then:

- (a) the amount outstanding (including any interest accruing from day to day) is subject to interest at the rate of 20% per annum; and
- (b) an account is taken not to be paid until any interest is also paid; and
- (c) the Body Corporate may sue the person liable for payment of the account as a liquidated debt; and
- (d) the Body Corporate may disconnect or discontinue the supply of the Service to the relevant Lot until the amount outstanding is paid.

Limit on liability of Body Corporate

10.8 The Body Corporate:

- (a) does not have to supply Services beyond the extent that the relevant Services supplier could at any time; and
- (b) is not liable for damage or loss suffered to persons or property because of a failure of the supply of the Services whether caused by the Body Corporate, its servants and agents, or any other person and through any cause whatsoever, including negligence.

10.9 Control of the systems used to supply Services is the responsibility of the Committee and the Committee may employ servants or agents to operate the Services. The Committee may exercise the powers of the Body Corporate under this by-law 10.

Transferee of Lot liable for accounts and able to search

- 10.10 The transferee of a Lot is liable for unpaid accounts for Services supplied to that Lot. The Body Corporate must, if asked, disclose the amount of outstanding Services account for a lot to a proposed transferee of that Lot. The transferee must have the written authority of the owner of the relevant lot.

Right of Lot owners not to take Services

- 10.11 Nothing in this by-law 10 obliges a Lot owner or occupier to buy Services from the Body Corporate. If the Body Corporate supplies services to a Lot owner, the Body Corporate and the Lot owner must enter into an agreement about that supply.

11.MISCELLANEOUS**Recovery of legal costs**

- 11.1 If the Body Corporate takes legal action to recover levies then the person against whom the legal action is taken must pay the Body Corporate's legal costs and expenses on a solicitor and own client basis.

Recovery of money spent by Body Corporate

- 11.2 If you or your tenant, guest, employee, agent, spouse or child cause damage through a breach of these by-laws and the Body Corporate spends money to make good that damage then you must indemnify the Body Corporate for the amount spent. The obligation applies to amounts that are payable by the Body Corporate but have not been paid.

Recovery of cost of false alarms

- 11.3 If you or your tenant, guest, employee, agent, spouse or child cause the security system in by-law 7 or the fire alarm system in the Building or Scheme Land to signal a false alarm, and the Body Corporate spends money in answering that alarm, then you must indemnify the Body Corporate for the amount spent. This obligation does not apply to false alarms caused by faults in the security system or fire alarm system.

Pay television

- 11.4 The Body Corporate may allow a pay television supplier to install equipment on the Common Property and connect that equipment to any common electricity supply to provide for pay television connections to Lots. The Body Corporate may enter into an agreement for that purpose.

Display unit

- 11.5 Despite any other by-law, the original owner may use any Lot that it owns or leases as a display unit.

Compliance with laws

- 11.6 You must comply with all laws (including, to remove any doubt, Planning Laws) and the requirements of all relevant authorities about the use of your Lot, the Common Property and all plant, equipment and services in the Community Titles Scheme.

12.GST

- 12.1 Unless otherwise expressly stated, sums payable or consideration to be provided under or in accordance with these by-laws are exclusive of GST.
- 12.2 If any party:
- (a) is liable to pay GST on any supply made by it under these by-laws; and

(b) agrees to issue a valid tax invoice to the recipient within 7 days of the due date for payment for the supply;

then the recipient agrees to pay to the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

12.3 Notwithstanding any other provision in this community management statement to the contrary, this by-law 12 will survive termination of this community management statement.

12.4 "GST" and other terms used in this by-law have the definitions provided in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth, or Acts in substitution for them.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not applicable.