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1. Definitions and Interpretations

1.1 In these By-laws, the following words have these meanings unless the contrary intention appears:

BCCM 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 created on establishment of the Scheme.

Building Manager means the caretaking service contractor engaged by the Body Corporate from time to time.

By-laws means these by-laws or any specified part of them.

CMS means this community management statement.

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

Common Property means the common property of the Scheme.

Hard Flooring means timber, tiles, marble, exposed concrete or any other similar material.

Improvement means the erection of a building, a structural change or a non-structural change of any kind.

Invitee means a person who is invited in any capacity onto Scheme Land by an Owner or Occupier of a Lot or another Invitee (eg visitor, contractor, employee etc).

Lot means an individual lot in the Scheme.

Occupier means the Owner or any other person that occupies a Lot.

Owner means an owner of a Lot.

Scheme means the Saratoga CTS 31535.

Scheme Land means all of the land contained in the Scheme.

Smoke means holding or otherwise having control over an ignited smoking product.

Vehicle includes all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies or any other equivalent means of transportation.

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

- (a) headings are for guidance only and are not to be used as an aid in interpretation;
- (b) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act;
- (c) a reference to a By-law includes any variation or replacement of it;

- (d) 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;
 - (e) the singular includes the plural and vice versa;
 - (f) reference to either gender includes a reference to the other gender;
 - (g) a reference to any thing is a reference to the whole and each part of it;
 - (h) reference to a person includes a firm, body corporate, an unincorporated association or an authority; and
 - (i) "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.
- 1.3 Where these By-laws say that something can or must be done by the Body Corporate, then that thing may be done by the Committee unless it amounts to a decision on a restricted issue.
- 1.4 All By-laws must be construed so as to be valid, legal or enforceable in all respects. If any By-law is illegal, invalid or unenforceable, it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-law cannot be read down, it is deemed void and is severed and the remaining By-laws are not in any way affected or impaired.
- 1.5 These By-laws must be read in conjunction with the obligations of the Body Corporate, Owners and Occupiers under the BCCM Act.

PART 1 – COMPLIANCE WITH BY-LAWS, RULES AND NOTICES

2. Applicability

- 2.1 If the Owner of a Lot is not its Occupier, that Owner must ensure that any Occupiers of the Lot (ie the tenants) are given notice of:
- (a) these By-laws at the time any tenancy, letting or lease arrangement is entered into; and
 - (b) any amendments to these By-laws within one month of those amendments taking effect.
- 2.2 An Occupier must take all reasonable steps to ensure their Invitees comply with these By-laws.

3. Tenancies and Other Agreements

- 3.1 If an Owner lets their Lot, the Owner must, within 14 days, give the Body Corporate notice of:
- (a) the name of the tenant/occupiers;
 - (b) the service address of the tenant/occupiers;

- (c) the term of the tenancy/agreement; and
 - (d) the name and service address of the Owner's letting agent for the tenancy/agreement.
- 3.2 An Owner must take reasonable steps under any tenancy agreement, lease or other arrangement that applies to their Lot (including issuing a notice to remedy breach) to ensure their tenants/occupiers abide by these By-laws, and to address any breach of these By-laws by their tenants/occupiers.

4. Orientation of New Owners and Occupiers and Agents

- 4.1 All Owners and Occupiers must attend an orientation briefing undertaken by the Building Manager at a convenient time to all parties, upon the Owner purchasing a Lot and/or an Occupier taking occupation of a Lot.
- 4.2 The orientation briefing will cover such topics as:
- (a) fire procedures;
 - (b) building Security and access;
 - (c) noise and neighbour relationships;
 - (d) water, gas, electricity and hot water supply and access;
 - (e) storm proofing;
 - (f) committee meetings and members;
 - (g) pet rules;
 - (h) lift rules and access;
 - (i) Common Property rules;
 - (j) Recreation Facility rules;
 - (k) alterations to Lots and approval processes;
 - (l) any other matters the Committee deems appropriate.
- 4.3 The Owner or Occupier is to sign a copy of orientation briefing notes and by-laws as proof of attendance at an orientation briefing.

5. Notices to be Observed

- 5.1 Owners, Occupiers, and Invitees must observe the terms of any notice, instruction or rule displayed on the Common Property by authority of the Body Corporate or the Committee or of any lawful authority.
- 5.2 An Owner or Occupier must not purport to give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate unless they are authorised to do so by the Body Corporate.

Note – any queries or concerns with the performance of any contractors engaged by the body corporate should be directed to the committee for consideration and, if appropriate, action.

- 5.3 An Owner or Occupier must not interfere, or permit interference, with:
- (a) support or shelter provided for a Lot or the Common Property; or
 - (b) utility infrastructure or utility services in a way that may affect the supply of utility services to another Lot or the Common Property,
- without the written approval of the Body Corporate.

PART 2 – OBLIGATIONS IN RESPECT OF LOTS

6. Use of Lots

- 6.1 Subject to these By-Laws, Lots must only be used for residential purposes unless the prior written consent of the Body Corporate has been obtained.
- 6.2 In determining an application for Body Corporate approval to use a Lot for something other than residential purposes, the Committee must consider:
- (a) whether the use would be lawful;
 - (b) whether the use would affect the insurance held by the Body Corporate; and
 - (c) whether the use and enjoyment of Lots by other Owners and Occupiers would be affected.
- 6.3 Lots must not be used:
- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
 - (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 6.4 Owners and Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:
- (a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-laws or otherwise appointed by the Body Corporate;
 - (b) the use is lawful and all necessary permits and insurances for the use are held;
 - (c) the use does not unreasonably interfere with the use and enjoyment of other Owners or Occupiers; and
 - (d) the Owner or Occupier obeys the reasonable directions and requirements of the

Committee, Building Manager and body corporate manager.

7. Application and Approval Process

- 7.1 When deciding whether to approve an application made by an Owner or Occupier (the **Applicant**) under these By-laws, the Body Corporate may:
- (a) request the Applicant to provide all information reasonably required to make a decision;
 - (b) grant its approval on relevant conditions;
 - (c) refuse an application if the Applicant fails to provide any information reasonably necessary for the Body Corporate to make a decision within 28 days of a written request being made for specific information; or
 - (d) refuse any application which does not adhere to the By-laws or any relevant legislation.
- 7.2 An Owner or Occupier of a Lot granted approval under these By-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval.
- 7.3 Any approval under these By-laws by the Body Corporate is invalid to the extent it is inconsistent with the BCCM Act or Regulation Module.

8. Acoustics

- 8.1 An Owner or Occupier must not, without the written approval of the Body Corporate, and subject to any conditions the Body Corporate may impose, install or cause to be installed or place in or upon any part of a Lot, Hard Flooring.
- 8.2 The Body Corporate will have regard to the following matters in deciding whether to grant its consent to the installation of Hard Flooring in addition to any other factors it considers relevant:
- (a) Hard flooring must be installed to be compliant with FV5.1 of the NCC 2013 Building Code of Australia and any updated versions.
 - (b) The Hard Flooring, once installed, must achieve a L'nT,w of not more than 62.
 - (c) The Occupier is responsible for providing all relevant information to the Committee on the proposed Hard Flooring including the product, underlay and anticipated L'nT,w once installed.
 - (d) If, after the Hard Flooring is installed, the Body Corporate has concerns as to whether the sound impact level outlined at 9.2(b) has been achieved, the Body Corporate may request that a field test be conducted by an accredited acoustic consultant and a report prepared on the findings of that testing and provided to the Body Corporate within a reasonable period.
- 8.3 If an Owner or Occupier fails to comply with the terms of this By-law, the Owner or Occupier must (at their expense) remove all the Hard Flooring and reinstate the Lot to its former condition prior to the commencement of the installation of the Hard Flooring.

9. Alteration to Lots

- 9.1 An Owner or Occupier must not alter a Lot in any way without the approval in writing of the Body Corporate.
- 9.2 Assessment for approval will not commence until the Owner submits to the Body Corporate a completed 'Lot Alteration Application' form including all supporting documents such as council approval, engineer's reports, detailed designs and drawings, contractor and trades details and insurances. Forms are available from the Building Manager.
- 9.3 No approval of the Body Corporate is necessary in respect of minor maintenance of the internal area of the Lot such as painting of internal walls and the replacement of carpet, providing that the colours of such finishes which are visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 9.4 An Owner who undertakes minor maintenance within their Lot must provide at least 7 days' notice to the Building Manager and all adjoining Lots of any anticipated noise, dust, smell or work that may impact on adjoining neighbour/s.
- 9.5 Unless otherwise approved by the Body Corporate, Alterations to a Lot may only be carried out between the hours of:
- (a) 7am to 5pm on weekdays; or
 - (b) 9am to 4pm on Saturdays
 - (c) Public holidays and Sundays only with prior written approval from the Body Corporate
- 9.6 Unless otherwise approved by the Body Corporate all work must be conducted within the Lot.
- 9.7 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations that is not considered minor maintenance.
- 9.8 The Committee must not unreasonably withhold its consent to an alteration and may give its consent subject to reasonable conditions.
- 9.9 An approval given by the Committee to an alteration is conditional upon the Owner first obtaining all necessary Government, local Council and Queensland Heritage requirements.
- 9.10 Owners or Occupiers that have received approval from the Committee to undertake Alterations must provide written notice to the Building Manager and all adjoining Lots, including Lots above, below or adjacent to the approved Lot Alteration. This notice must be delivered at least 7 days prior to the commencement of the Alterations and advise those Lots of the following:
- (a) expected start date;
 - (b) expected duration of the works;
 - (c) working hours;
 - (d) expected noise, dust or odor issues; and

- (e) any other relevant details.
- 9.11 Owners or Occupiers that have received approval from the Committee to undertake modifications must communicate and liaise with the Building Manager, at least 7 days prior to the commencement of the Alterations regarding:
- (a) security and access of trades persons
 - (b) parking plan
 - (c) work areas
 - (d) removal of rubbish
 - (e) access and movement of materials to works areas
 - (f) access to lifts
 - (g) fire and smoke systems
 - (h) any other relevant issues
- 9.12 The Owner, Agent and Occupier are responsible to ensure that all suppliers and contractors abide by any conditions imposed or required by the Building Manager or Committee such as the delivery, movement and storage of materials, and disposal of waste and cleaning of affected Common Property. The Owner will be responsible for any costs incurred including rectification by the Body Corporate where those conditions are not met to the satisfaction of the Building Manager or Committee.
- 9.13 All balconies and terraces shown on the approved drawings and documents are to remain unenclosed and there are to be no shutters, glazing, louvres, blinds or similar structures on balconies and terraces other than those consistent with the relevant Brisbane Planning Scheme Code/ Policies (heritage listing requirements) and clearly depicted on the approved drawings, consistent with conditions for development approval.

10. Appearance of Lots

- 10.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) make a change to the external appearance of the Lot;
 - (b) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land;
 - (c) affix any clothes line or similar drying device to the balcony of the Lot or any part of the Common Property;
 - (d) hang or store any plant, machinery, equipment (including white goods), air conditioning, antenna or satellite dish visible from the outside of a Lot;
 - (e) hang any curtains in the Lot except curtains with white backing; or
 - (f) display a sign, advertisement, placard, banner, pamphlet or similar article on their Lot if that article is visible from another Lot or Common Property, or outside the Scheme

Land.

- 10.2 Notwithstanding, no unscreened installations on the Scheme are to be visible from outside of the Scheme. Any installations which are required to be located on a roof, wall or garden of a Lot are to be appropriately screened or shaped according to the acoustic requirements of the Scheme and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

11. Maintenance of Lots

11.1 An Owner of Occupier must:

- (a) keep the parts of the Lot readily observable from another Lot or Common Property in a clean and tidy condition;
- (b) maintain their Lot in good condition (including the windows) except for any part of the Lot the Body Corporate is required to maintain in good condition;
- (c) maintain the utility infrastructure within the boundaries of the Lot, and not part of Common Property, in good condition;
- (d) maintain any vegetation on their Lot in good condition and ensure that any plant does not have direct contact with the building;
- (e) avoid over watering of plants causing water damage or staining to building structure or water ingress into walls and ceiling of surrounding apartments
- (f) maintain in good condition any air conditioning equipment that relates only to supplying services to the Occupier's Lot.

12. Insurance

- 12.1 Owner and Occupiers must not bring onto, do or keep anything in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

13. Prevention of Ingress of Rain

- 13.1 Owners and Occupiers must ensure that all external windows are closed whenever it is likely that it will rain. This is done to ensure that rain water does not enter their Lot and, based on the construction of the building, likely enter the Lots below their Lot or Common Property.

14. Keeping of Animals

14.1 An Owner or Occupier must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the Lot or the Common Property; or
- (b) permit an Invitee to bring or keep an animal on the Lot or the Common Property; and
- (c) have more than one animal in the Lot.

14.2 Any Owner or Occupier given an approval under this by-law must ensure that:

- (a) the animal does not unreasonably interfere with the use or enjoyment of another Lot or the use or enjoyment of the Common Property by a person who is lawfully on the Common Property;
 - (b) any other replacement, substitute pets or additional pets are applied for through a separate application;
 - (c) the pet is kept within the Lot;
 - (d) the pet is prohibited within the pool area;
 - (e) the pet is strictly restrained on a leash when on Common Property and are carried whilst in entry lobbies, individual floor lobbies and lifts;
 - (f) the pet is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
 - (g) the pet does not go to the toilet nor run loose whilst on Common Property. The owner may be subject to a cleaning fee for a breach of this condition;
 - (h) the pet must be microchipped and registered with the Brisbane City Council;
 - (i) the pet is wearing an identification tag clearly showing the owner's address and telephone number;
 - (j) a photo of the pet is supplied to the Building Manager;
 - (k) should three (3) substantiated complaints be received, the Body Corporate shall have the right to direct the Owner to remove the pet from the Scheme; and
 - (l) any other condition that the Body Corporate may apply from time to time.
- 14.3 The Owner or Agent or Occupier must immediately clean and remove any mess left on Common Property by a pet under their control and to the satisfaction of the Building Manager or Committee.
- 14.4 This By-law does not apply to those persons who have a right to be accompanied by a guide dog pursuant to section 181 of the BCCM Act.
- 14.5 The Body Corporate can withdraw its approval of any approved Pet where an Owner or Occupier fails to comply with this By-law.

PART 3 – OBLIGATIONS IN RESPECT OF COMMON PROPERTY

15. Personal Property on Common Property

- 15.1 Owners or Occupiers must not leave personal property, such as shoes, bicycles, house hold items, furniture, sales materials or rubbish, unattended on Common Property or in their allocated car park.
- 15.2 Bicycles stored on Common Property must be:

- (a) parked neatly in the designated bicycle racks or an Occupier's exclusive use car park;
- (b) be registered with the Body Corporate; and
- (c) display the identification of the owner or occupier and associated Lot.

NB: Bicycles can be registered using the Body Corporate application form and ID Tags available from the Building Manager.

- 15.3 Un-identified bicycles stored on common property and deemed abandoned by the Body Corporate will be disposed of or given to a charity.

16. Interference/Obstruction

- 16.1 An Owner or Occupier must not interfere with, hinder, harass or obstruct contractors or employees on the Scheme Land engaged by the Body Corporate.

Note – this includes the Building Manager / service contractor / caretaking service contractor

17. Post Boxes

- 17.1 Owners or Occupiers must regularly clear the post box for the Lot and collect their parcels from the Building Manager's office.
- 17.2 Large Parcels that are unable to be deposited in the letter boxes can be left in the mail box area. Parcels requiring a signature upon delivery may be left with the Building Manager during office hours for later collection by the Owner or Occupier.

18. Flammable Substances

- 18.1 Owners or Occupiers must not, without the written permission of the Body Corporate, store a flammable substance on the Common Property.
- 18.2 Owners or Occupiers must not, without the written permission of the Body Corporate, store a flammable substance on their Lot unless the substance is used or intended to be used for domestic purposes.
- 18.3 BBQs and gas bottles are not permitted to be used or stored within the Lot, Car Park or Common Property of the Scheme.

19. Vehicles

- 19.1 An Owner or Occupier must not, without the Body Corporate's written approval:
- (a) park a Vehicle or allow a Vehicle to stand on the Common Property or in the designated visitor parking spaces unless the Owner or Occupier has been granted exclusive use; or
 - (b) permit an Invitee to park a Vehicle or allow a Vehicle to stand on the Common Property, except for the designated visitor parking which is for the sole use of Invitee's Vehicles;

- (c) permit an Invitee's Vehicles to remain in the designated visitor parking spaces for more than 24 consecutive hours;
 - (d) permit the parking of heavy vehicles in a Lot's allocated parking space.
- 19.2 An approval under By-law 22.1 must state the period for which it is given and may be cancelled by giving 7 days written notice to the Owner or Occupier.
- 19.3 The Body Corporate is empowered to remove, at the expense of the Vehicle's owner, Vehicles parked illegally on Common Property by towing or other means.
- 19.4 Vehicle washing or mechanical repairs to not permitted in car parking spaces.
- 19.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
- 19.6 All vehicles must only be parked wholly within their designated space defined by the Lot's entitlement, so as not to impede the movement of vehicles through the car park area.

20. Use of Roadways and Speed Limits

- 20.1 Owners and Occupiers while driving any Vehicle on the Common Property including their Invitees must;
- (a) not exceed the speed limit of 5kph.
 - (b) obey all signs relating to the direction or flow of traffic.
 - (c) only traverse the Vehicle ramps to and from the second level car park in the direction indicated.

21. Protection of Lifts

- 21.1 Owners or Occupiers must not use the lifts to move any bulky items without first arranging with the Building Manager to install the lift protection supplied by the Body Corporate.

22. Exclusive Use

- 22.1 The 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.
- 22.2 The Body Corporate is responsible for ensuring the exclusive use areas that are car parks are cleaned, maintained and repaired.
- 22.3 The Owner is responsible for cleaning and day to day maintenance of their 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.

23. Accidents on Common Property

- 23.1 Owners or Occupiers must:
- (a) give notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property;

- (b) include in such notice, all details of the accident which would be normally required by an insurer, and
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

24. Damage to Common Property

- 24.1 Owners or Occupiers must not damage or remove or use for their own purposes any lawn, garden or plant on Common Property without the written consent of the Body Corporate.
- 24.2 Owners or Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property without the written consent of the Body Corporate.
- 24.3 Owners or Occupiers must promptly notify the Body Corporate of any damage to or defect in any service, connection or fixtures which comprise part of the Common Property.

PART 4 – OBLIGATIONS RELATING TO THE USE OF COMMON PROPERTY AND LOTS

25. Infectious Diseases

- 25.1 Owners and Occupiers must immediately give notice to the Body Corporate and Building Manager of any serious infectious disease contracted by the Owner or Occupier or an Invitee and the notice should include all relevant details related to that disease.

26. Garbage Disposal

- 26.1 Garbage must be kept in a clean and dry garbage receptacle on the Lot and/or the Common Property in the area designated by the Committee.
- 26.2 Owners and Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.
- 26.3 Owners and Occupiers must not dispose or discard of any large item such as appliances, furniture or building materials in the provided waste bins or bin room. These bins are only for the disposal of normal household garbage. General household waste or recyclables must be disposed of fully within the designated bins provided in the bin rooms.
- 26.4 The Body Corporate may devise and adopt a garbage storage removal system from time to time. Any system must be first approved by Council's waste service division and must be complied with by Owners and Occupiers.

27. Auction Sales

- 27.1 Owners or Occupiers must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Body Corporate.

28. Use of Facilities

- 28.1 Owners or Occupiers must use facilities in Lots and within the Common Property properly and not for any purpose for which they were not intended for use.

29. Noise and Nuisance

- 29.1 Owners and Occupiers must:

- (a) not make or permit the making of any noise that is likely to unreasonably interfere with the use and enjoyment of another Lot.
- (b) not use or permit the use of their Lot in a way that causes a nuisance or hazard;
- (c) take all practical means to minimise annoyance to other Occupiers which may include closing doors, windows and curtains or taking such further reasonable steps as may be within their power.
- (d) be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.

- 29.2 Where there has been more than one written request issued to an Occupier to comply with this by-law, the Owner must take all reasonable steps under any lease or other agreement, including issuing a notice to remedy breach or other such notice, and if the contravention is repeated, terminate the tenancy.

- 29.3 During the hours of 10:00pm to 7:00am additional consideration to keep all noise to an absolute minimum must be observed. Owners and Occupiers must ensure all Invitees are aware of the noise restriction.

30. Storage Cages

- 30.1 Owners or Occupiers may install an approved storage cage within their exclusive use car park area only with the written consent of the Body Corporate.
- 30.2 The Owner or Occupier must keep the approved storage cage in good repair at their cost.
- 30.3 Storage cages must be of a design and colour approved by the Body Corporate.
- 30.4 Personal Property other than a motor vehicle or bicycles are not permitted to be stored in a car park or on the roof of the approved storage cage.

31. No Smoking

- 31.1 An Owner or Occupier must not Smoke, or permit any Invitees to Smoke:

- (a) on the Common Property;
- (b) within 5 metres of any entrance or open window of an area of the common property that is completely or substantially enclosed; or
- (c) within a Lot such that it unreasonably interferes with the use or enjoyment of another Lot or the Common Property.

32. Use of Recreation Facilities

- 32.1 An Owner or Occupier that wishes to use the BBQ facilities must apply to the Building Manager requesting the use of the facility specifying the date and time required.
- 32.2 The Building Manager may approve the use of the BBQ facilities and prescribe such rules of use as appropriate.
- 32.3 Owners or Occupiers using the BBQ facilities, pool or gym must (collectively the Recreation Facilities):
- (a) ensure that Invitees do not use the Recreation Facilities unless the Owner or Occupier accompanies them;
 - (b) ensure that children below the age of twelve (12) years are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising control over them;
 - (c) ensure that no use is made of the Recreation Facilities between the hours of 9:00pm and 7.00am, unless the consent in writing has been obtained by the Body Corporate; and
 - (d) obey the directions of the Building Manager in relation to the behaviour of persons using the Recreation Facilities;
 - (e) not play amplified music in the gymnasium, pool or BBQ area and keep general noise to a minimum
 - (f) not use inflatable toys in the pool (floatation safety devices ok)
 - (g) comply with all the sign posted instructions displayed in the Recreation Facilities
- 32.4 An Owner or Occupier must not, without the Body Corporate's written approval operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities except in compliance with any operating instructions that may apply to users of any Recreation Facility.

33. Supervision of Children

- 33.1 Children under 12 years of age must be supervised by a responsible person over 16 years of age whilst on the Common Property to assist in the prevention of damage to private and Common Property and to the child.
- 33.2 For safety, children are not permitted to play in the car parking areas or ride bicycles, scooters or skateboards in the garage.

34. Throwing or Dropping Objects

- 34.1 Owners or Occupiers must not throw or drop or allow an object or substance to be thrown or dropped from their Lot or the Common Property in or onto another Lot or the Common Property.

35. Fire Alarms and Fire Safety Compliance

- 35.1 Owners or Occupiers must immediately evacuate the building to the nearest evacuation point should a fire alarm sound or be instructed by the Fire Warden, Building Manager or other authority.
- 35.2 All fire doors to apartment doors, hallways, garage and utilities access are not to be permanently propped open.
- 35.3 Owners or Occupiers who cause the fire alarm to be set off and where the call out is determined to be a 'false alarm' must pay the costs of the Body Corporate incurred as a result, including any call out charges of the Fire Brigade.

PART 5 – THE BODY CORPORATE

36. Correspondence

- 36.1 All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.
- 36.2 Owners and Occupiers must communicate with the Committee and the body corporate manager in a reasonable and courteous manner, and not in any way which constitutes a nuisance.

37. Bulk Supply of Utilities

- 37.1 The Body Corporate may at its election supply or engage another person to supply utilities to Owners or Occupier's in the Scheme and in that case the following will apply:
- (a) the Body Corporate may enter into a contract for the purchase of reticulated utilities on the most economical basis, for the whole of the Scheme from the relevant authority and may sell reticulated utility to each Owner or Occupier in the Scheme provided, in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the Owner or Occupier for supply of the electricity direct from the relevant electricity authority;
 - (b) each Owner or Occupier must purchase and use all utilities consumed in the Owner's or Occupier 's Lot direct from the Body Corporate and must not purchase the utility from any other source;
 - (c) the Body Corporate is not required to supply to any Owner or Occupier utility requirements beyond those requirements which the relevant authority could supply at any particular time;
 - (d) the Body Corporate may charge for the services (including for the installation of, and the cost associated with utility infrastructure for the services) but only to the extent necessary for reimbursing the body corporate for supplying the services;
 - (e) the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within 14 days of the delivery for such accounts.
 - (f) In respect of an account which has been rendered pursuant to these by-laws, then an

Owner or Occupier Is liable, jointly and severally with any person who was liable to pay that account when that Owner or Occupier became the Owner or Occupier of that Lot;

- (g) If a proper account for the supply of reticulated utility is not paid by its due date payment, then the Body Corporate Is entitled to:
 - i. recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to It in any court of competent jurisdiction; and/or
 - ii. disconnect the supply of reticulated utility to the relevant Lot
 - iii. levy interest on such an outstanding debt
- (h) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of utility due to breakdowns. repairs maintenance. strikes, accidents or causes of any class or description;
- (i) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated utility as a guarantee against non-payment of accounts for the supply of reticulated utility.

38. Security System

- 38.1 The Body Corporate may operate a security system under which:
- (a) parts of the building or Scheme Land are secured against unauthorised entry;
 - (b) locks and other security devices or procedures are used to implement the security system,
 - (c) video surveillance is used.
- 38.2 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 the Owner requiring access; and
 - (b) if the Owner loses a key or Code Card must notify the Body Corporate as soon as possible; and
 - (c) the Body Corporate may cancel keys or Code Cards that are reasonably believed to be lost; and
 - (d) the Body Corporate may issue replacement or additional keys or Cards to an Owner, at the cost of the Owner, if a key or Card is lost or additional keys or cards requested.
- 38.3 The Body Corporate is not liable for any loss or damage to person or property because:
- (a) the security system fails or there is unauthorised entry to any part of the Scheme Land; or

- (b) the security system is not operating.
- 38.4 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.
- 38.5 Owners and Occupiers must comply with the security system and must not do anything that may affect the operation of the security system.
- 38.6 Owners and Occupiers are to ensure all access doors close immediately behind them to prevent unauthorised access.

39. Power to enter a Lot

- 39.1 A person (an "authorised person") authorised by the body corporate for a community titles scheme may enter a Lot included in the scheme, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary—
- (a) 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
 - (b) to carry out work the Body Corporate is authorised or required to carry out.
- 39.2 The power of entry may be exercised —
- (a) in an emergency—at any time, with or without notice of intended entry given to any person; and
 - (b) in other cases, subject to subsection (4) —
 - i. for entry to the Lot mentioned in subsection (1) —at a reasonable time after at least 7 days written notice of the intended entry has been given to—
 - a. the Owner of the Lot; or
 - b. if the Owner is not in occupation of the lot—the Occupation of the Lot; and
 - ii. for entry to the Common Property mentioned in subsection (1) —at a reasonable time after at least 7 days written notice of the intended entry has been given to—
 - a. the Owner of the Lot to which the exclusive use by-law attaches; or
 - b. if the Owner of the Lot mentioned in sub subparagraph (A) is not in occupation of the Common Property—the Occupier of the Common Property; and
 - iii. in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the Lot or the Common Property.
- 39.3 A person must not obstruct an authorised person who is exercising or attempting to exercise powers under this section.