

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 46

Duty Imprint

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EF 470 \$113.04
25/10/2024 12:20:10

g Number

OFFICE USE ONLY

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 NEW COMMUNITY MANAGEMENT STATEMENT FOR IVY95 COMMUNITY TITLES SCHEME 51860	JG Settlements on behalf of Mathews Hunt Legal Tower One Southport Central Suite 1701, Lvl 7, 56 Scarborough Street, Southport Qld 4215 Tel: 617 5555 8000 Ref: PH:JC:107509 Email: admin@mathewshuntlegal.com.au	EF 219

2. Lot on Plan Description	Title Reference
Common Property for Body Corporate for Ivy95 Community Titles Scheme 51860	51156852

3. Registered Proprietor/State Lessee
Body Corporate for Ivy95 Community Titles Scheme 51860

4. Interest
NOT APPLICABLE

5. Applicant
Body Corporate for Ivy95 Community Titles Scheme 51860

6. Request
I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C be recorded as the new Community Management Statement for Ivy95 Community Titles Scheme 51860

7. Execution by applicant

25/10/24
Execution Date


Peter Anthony Urquhart Hunt
Solicitor's Signature

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

51860

ED 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

Office use only
CMS LABEL NUMBER

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*

1. Name (including number) of CTS Ivy95 Community Titles Scheme 51860	2. Regulation module Accommodation Module
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3. Name of body corporate Body Corporate for Ivy95 Community Titles Scheme 51860
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4. Scheme Land Lot on Plan Description	Title Reference
Common Property for Ivy95 Community Titles Scheme 51860	51156852
LOT 101 TO 107 ON SP304280	51156853 to 51156859
LOT 201 TO 207 ON SP304280	51156860 to 51156866
LOT 301 TO 307 ON SP304280	51156867 to 51156873
LOT 401 TO 407 ON SP304280	51156874 to 51156880
LOT 501 TO 507 ON SP304280	51156881 to 51156887
LOT 601 TO 603 ON SP304280	51156888 to 51156890
LOT 605 TO 607 ON SP304280	51156891 to 51156893
LOT 701 TO 707 ON SP304280	51156894 to 51156900
LOT 801 TO 802 ON SP304280	51156901 to 51156902

5. Name and address of original owner NOT APPLICABLE	6. Reference to plan lodged with this statement (if applicable) NOT APPLICABLE
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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 section 60(6) of the *Body Corporate and Community Management Act 1997*

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

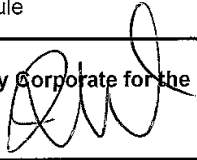
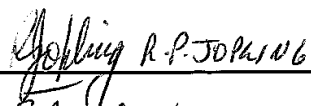
8. Consent of body corporate

See Form 20 – BCCM Execution

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

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Ivy95 Community Titles Scheme	51860
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 <u>NICOLE WILDE</u>	Signer Name <u>R.P. JORDAN</u>
Signer Authority <u>Chairperson/Secretary of the Body Corporate Committee</u>	Signer Authority <u>Member of the Body Corporate Committee</u>
Entity (if applicable) _____	Entity (if applicable) _____
Execution Date <u>21 OCTOBER 2024</u>	Execution Date <u>21 October 2024.</u>

*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.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 101 on SP304280	197	166
Lot 102 on SP304280	191	137
Lot 103 on SP304280	199	170
Lot 104 on SP304280	198	197
Lot 105 on SP304280	184	137
Lot 106 on SP304280	198	197
Lot 107 on SP304280	199	214
Lot 201 on SP304280	197	169
Lot 202 on SP304280	191	140
Lot 203 on SP304280	199	173
Lot 204 on SP304280	198	191
Lot 205 on SP304280	184	140
Lot 206 on SP304280	198	201
Lot 207 on SP304280	199	223
Lot 301 on SP304280	197	172
Lot 302 on SP304280	191	143
Lot 303 on SP304280	199	177
Lot 304 on SP304280	198	194
Lot 305 on SP304280	184	143
Lot 306 on SP304280	198	204
Lot 307 on SP304280	199	223
Lot 401 on SP304280	197	176
Lot 402 on SP304280	191	146
Lot 403 on SP304280	199	180
Lot 404 on SP304280	198	197
Lot 405 on SP304280	184	146
Lot 406 on SP304280	198	207
Lot 407 on SP304280	199	236
Lot 501 on SP304280	197	179
Lot 502 on SP304280	191	150
Lot 503 on SP304280	199	183
Lot 504 on SP304280	198	200

Lot 505 on SP304280	184	150
Lot 506 on SP304280	198	210
Lot 507 on SP304280	199	243
Lot 601 on SP304280	197	182
Lot 602 on SP304280	191	153
Lot 603 on SP304280	397	390
Lot 605 on SP304280	184	153
Lot 606 on SP304280	198	213
Lot 607 on SP304280	199	249
Lot 701 on SP304280	197	185
Lot 702 on SP304280	191	156
Lot 703 on SP304280	199	190
Lot 704 on SP304280	198	207
Lot 705 on SP304280	184	157
Lot 706 on SP304280	198	216
Lot 707 on SP304280	199	260
Lot 801 on SP304280	250	487
Lot 802 on SP304280	247	487
TOTALS	10059	9999

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal and have been determined using the *Relativity Principle*. As required by s46 of the Body Corporate and Community Management Act 1997, the CSLE have been allocated having regard to:

- (a) The structure of the scheme;
- (b) The nature, feature and characteristics of the lots in the scheme;
- (c) The purpose for which the lots are used; and
- (d) The impact the lots may have on the costs of maintaining the common property.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the scheme. The difference in CSLE recognises that the factors stated above do not impact on how much each lot should contribute to certain costs such as secretarial fees, printing postage and outlays, but the nature, features and characteristics of the lots in the scheme and the impact the lots may have on the costs of maintaining the common property will result in a different burden on the costs for such expenses as cleaning, repairs and maintenance of the common property.

Each of the above factors impacts on the allocation of lot entitlements in the following ways:

1. Structure of the Scheme

The scheme is structured as a Basic Scheme. It is not structured using a layered arrangement therefore the structure of the scheme does not impact on the allocation of CSLE.

2. Nature, Features and Characteristics of the Lots in the Scheme

The Body Corporate is responsible for the maintenance and cleaning of Common Property within the scheme as it is part of a Building Format Plan. Facilities requiring cleaning and maintenance will include external walls and windows, road network, roof, utility infrastructure and utility services, grounds, gymnasium, gardens, pool, spa and visitor car parks. In the allocation of the CSLE the following features or characteristics of lots in the scheme will increase the responsibility of that lot to contribute to expenditure for the cleaning, repair and maintenance of the common property and for the management and caretaking of the scheme in the following ways:

- (a) Gross Floor and External Area of the lot - The larger the lot the bigger demand it will have on the common property and to costs such as cleaning and painting. Additional entitlements are added depending on the floor and external area of the lot.
- (b) Number of occupants of the lot- Larger lots that can accommodate for a higher number of occupants have the potential to place a greater burden on the common property and facilities. Lots that can accommodate more people will typically necessitate more cleaning, management and caretaking of common property and facilities.

3. The purpose for which the Lots are used

All of the Lots are used for residential purposes so this factor does not impact the allocation of CSLE.

PRINCIPLES FOR DECIDING THE INTEREST SCHEDULE LOT ENTITLEMENTS FOR A LOT

The Interest Schedule Lot Entitlements (CSLE) for the scheme have been determined using the Market Value Principle

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not Applicable

SCHEDULE C	BY-LAWS
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1. Noise

- 1.1 An Owner or Occupier of a Lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other Owners or Occupiers of Lots or of any person lawfully using the Common Property. In particular, no Owner or Occupier of a Lot shall hold or permit to be held any social gathering in his Lot which would cause any noise which unlawfully interferes with the peace and quiet of any other Owner or Occupier of a Lot, at any time of day or night.
- 1.2 In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier thereof shall take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of his Lot and also such further steps as may be within his power for the same purpose.
- 1.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier of a Lot returns to the Lot late at night or early morning hours.
- 1.4 An Owner or Occupier of a Lot shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.
- 1.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at

all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other Lot by any other Owner or Occupier of a Lot. An Owner or Occupier must not attach to any wall which is a dividing wall between Lots any speaker (or any other sound projection device) (including an appliance with a speaker attached).

- 1.6 An Owner or Occupier of a Lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other Lot by any other Owner or Occupier of a Lot.

2. **Visitors' Car Park**

- 2.1 An Owner or Occupier of a Lot must not:
- (a) park a Vehicle, or allow a Motor Vehicle to stand, in a Visitors' Car Park or any part of the Common Property; or
 - (b) without the approval of the Body Corporate, park a Motor Vehicle, or allow a Motor Vehicle to stand, on any other part of the Common Property; or
 - (c) permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the Common Property, other than a Motor Vehicle in a Visitors' Car Park.
- 2.2 An approval under By-Law 2.1(b) must state the period for which it is given.
- 2.3 The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.
- 2.4 An Owner or Occupier of a Lot shall ensure that their invitees use a Visitors' Car Park only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate (which rules shall provide that the Visitors' Car Park shall not be used for more than 24 hours at a time).
- 2.5 No Motor Vehicle may be parked in the Visitors' Car Park for longer than 24 hours at a time
- 2.6 No Motor Vehicle larger than two tonnes or which exceeds the dimensions for a space in the Visitors' Car Park may be parked in a Visitor Car Park without the prior consent of the Caretaker or Committee.
- 2.7 If a Vehicle owned or under the control of an Owner or Occupier is parked in the Visitors' Car Park in breach of this By-Law, the person who controls or owns that Vehicle indemnifies the Caretaker and the Body Corporate from any cost, loss or damage suffered by the Caretaker or the Body Corporate if the Body Corporate or Caretaker takes steps to remove the Vehicle from the Visitors' Car Park.
- 2.8 Owners and Occupiers consent to the Caretaker or the Body Corporate immobilising a Vehicle that has been parked in a Visitor Car Park in breach of this By-Law 2.

3. **Private Roads and Other Common Property**

- 3.1 The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.
- 3.2 An Owner or Occupier of a Lot shall not:
- (a) drive or permit to be driven any Vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such Vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any Vehicles entitled by any statute and/or local authority ordinances;
 - (b) permit any invitees' Vehicles to be parked on the roadway forming part of the common

area at any time. Any invitees shall park their Motor Vehicles in the Visitors' Car Park and shall use such area only for its intended purpose of casual parking; or

- (c) permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

4. **Obstruction**

The Occupier of a Lot must not obstruct the lawful use of the Common Property by any person.

5. **Damage to Lawns/Garden Areas**

5.1 The Occupier of a Lot must not, without the Body Corporate's written approval:-

- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

5.2 An approval under By-Law 5.1 must state the period for which it is given.

5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

6. **Damage to Common Property**

6.1 An 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 or any Body Corporate Assets.

6.2 All doors and windows to the premises constructed on the Lot shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

7. **Common Property Rules**

The Committee may make rules relating to the use of the Common Property not inconsistent with these By-Laws and the same shall be observed by the Owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owners.

8. **Behaviour of Invitees**

8.1 An Owner or Occupier of a Lot shall take all reasonable steps to ensure that its 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 Common Property.

8.2 The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or Occupier or their invitees.

8.3 An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other Occupier of the Lot or their invitees comply with the provisions of the By-Laws.

8.4 The duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.

8.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of a Lot or any of them, the Body

Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at a time when the breach occurred.

- 8.6 An Owner or Occupier of a Lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

9. Contractors and Cleaners

- 9.1 The Owners or Occupiers of Lots shall not directly instruct any contractors or workmen employed by the Committee unless authorised by the Body Corporate, the Committee or the Caretaker.
- 9.2 Owners and Occupiers shall ensure that their contractors provide their correct name, company, contact details and reason for accessing the Community Titles Scheme, to the Caretaker prior to accessing the Community Titles Scheme. Owners and Occupiers authorise the Caretaker and the Body Corporate to restrain any contractors whose details have not been provided to the Caretaker and may refuse them access over Common Property until the requirements under this By-Law have been complied with.
- 9.3 Owners and Occupiers of Lots authorise the Caretaker and the Body Corporate to implement a security identification procedure that may require their contractors to sign in upon entry to and exit from the Community Titles Scheme, as well as wear an identifying badge or lanyard. A contractor who does not display an identifying badge or lanyard as required by the Caretaker or the Body Corporate may be removed from the Common Property. The Body Corporate and the Caretaker may also de-activate or reprogram any access devices to restrain the contractor from coming onto or using Common Property if they do not comply with the requirements of this By-Law.
- 9.4 Owners and Occupiers must instruct their contractors to comply with the reasonable directions of the Caretaker in relation to equipment being brought onto or over Common Property. For workplace safety and security purposes, equipment must not be placed on Common Property by contractors without the consent of the Caretaker or the Committee. Cleaning trolleys or other equipment that may, in the opinion of the Caretaker be capable of damaging elevators, floor coverings or other parts of Common Property may be restricted from access to or over Common Property until the Caretaker is satisfied that the equipment does not pose a damage risk to Common Property.

10. Leaving of rubbish etc on the Common Property

An Owner or Occupier of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

11. Appearance of Building and Signs

- 11.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.
- 11.2 The Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) 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; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the common property, or from outside the Scheme Land.
- 11.3 By-Law 11.2 is subject to By-Law 25,.

12. Storage of Flammable Materials

- 12.1 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable

substance on the Common Property.

12.2 The 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.

12.3 However, this section does not apply to the storage of fuel in:-

- (a) the fuel tank of a Vehicle or internal combustion engine; or
- (b) a tank kept on a Vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

12.4 An Owner or Occupier of a Lot shall not maintain or operate anywhere within a Lot a barbeque (being gas, electric or any other kind).

13. Garbage Disposal

13.1 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.

13.2 The Occupier of a Lot must:-

- (a) comply with all local government local laws about disposal of garbage;
- (b) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots;
- (c) use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and
- (d) comply with any reasonable directions issued by the Body Corporate in relation to the proper and efficient use of any garbage chute.

13.3 The Committee is empowered to make rules for the use of any garbage chute. These rules may be revoked by a resolution of the Body Corporate in general meeting. If the rules are inconsistent with the By-Laws then the By-Laws shall prevail.

14. Keeping of Animals

14.1 An Occupier of a Lot may keep an animal on the Lot on the following conditions:-

- (a) the animal must be a domestic dog or domestic cat;
- (b) the animal must not be, or grow to a mass of greater than 10kg;
- (c) the animal must be controlled by a person and on a leash whilst on Common Property;
- (d) a photograph and the name of the animal shall be supplied to the Body Corporate;
- (e) only one animal per Lot is permitted;
- (f) the animal must not cause a nuisance to other occupiers;
- (g) the occupier in control of the animal must clean up after the animal; and
- (h) the animal is not to be taken onto the rooftop or any recreational facilities.

14.2 Except as allowed under By-Law 14.1, the Occupier of a Lot 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.

14.3 The Committee cannot consent to the keeping of an animal on a lot or on Common Property if the animal is of a mass greater than 10kg or is other than a domestic pet.

14.4 The Occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the Lot or the Common Property (including any recreational areas). However, section 181 of the Act provides as follows:

- (a) s.181 Guide dogs
 - (1) A person with a disability under the *Guide, Hearing and Assistance Dogs Act 2009*, who relies on a guide, hearing or assistance dog and who has the right to be on a Lot included in a community titles scheme, or on the Common Property, has the right to be accompanied by a guide, hearing or assistance dog while on the Lot or Common Property.
 - (2) A person mentioned in subsection (1) who is the Owner or Occupier of a Lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the Lot.
 - (3) A By-Law cannot exclude or restrict a right given by this section.

14.5 This By-Law does not apply to pet fish.

14.6 If the Committee is satisfied that there is persistent contravention of this By-Law in relation to a particular animal, the Committee may give a notice in writing to the relevant Occupier that the animal must be removed from the Scheme Land and is not to return. The relevant Occupier shall remove the animal within 14 days of the date the notice is served on the Occupier.

14.7 Whilst the Original Owner owns a Lot in the Scheme, the Original Owner may give approval under By- laws 14.1 and 14.2 in relation to any buyer of a Lot in the Scheme from the Original Owner. Such approval is deemed approval of the Body Corporate.

14.8 In considering any application for consent to keep an animal on a Lot or common property, the Committee must take into account council regulations that may limit the number or size or type of animal.

15. Exceptions for Original Owners

Despite the terms of By-Laws 16 and 25, those By-Laws shall not apply to the Original Owner to the extent the Original Owner is carrying out works to Scheme Land or carrying out sales or marketing activities.

16. Use of Lots

16.1 No Lot is to be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

17. Structural Alterations to the Interior of Lots

17.1 The manner and style of any:

- (a) structural fit out or structural alteration to the interior of any Lot; or
- (b) installation of hard flooring (including timber, tiles or marble),

must have the prior written approval of the Committee.

17.2 The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. The Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The Owner of the Lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant.

17.3 Any approval for hard flooring is conditional upon the Owner or Occupier demonstrating that the installed flooring will achieve an acoustic rating acceptable for a five star apartment building (as published by the Association of Australian Acoustical Consultants).

17.4 This By-Law 17 shall not apply to the Original Owner.

18. **Curtains, Venetian Blinds and Window Tinting**

18.1 No curtains, venetian blinds, vertical blinds, shutters or window tinting visible from outside the Lot is permitted within a Lot unless:-

- (a) if they are curtains, the curtains have white backing;
- (b) if they are not curtains then the installation must be of such colour and design that has been approved by the Committee of the Body Corporate (unless the installation is carried out by the Original Owner); or
- (c) they are the same colour and design as was originally installed (if any).

18.2 An Occupier shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. The Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Body Corporate may recover the costs of any architect or other consultant from the Owner of the Lot for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any Lot Owner or Occupier. By-Law 18.2 does not apply to the Original Owner.

18.3 In giving such approvals under By-Law 18.2, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all dwellings presents a uniform appearance when viewed from Common Property or any other Lot.

19. **Fences, Pergolas, Screens, External Blinds or Awnings**

19.1 An Owner of a Lot shall not construct or permit the construction or erection of any fence, shutter, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property.

19.2 Any work, alteration, improvement or structure carried out or erected in breach of By-Law 19.1 may be forthwith removed with or without notice by the Body Corporate, the Caretaker and each of their respective employees, agents and contractors and any entry on to the Lot pursuant to this By-Law shall not constitute trespass. All costs incurred in such removal may be recovered from the Owner of the Lot as a liquidated debt.

19.3 This By-Law shall not apply to the Original Owner.

20. **Maintenance of Lots**

20.1 Each Owner shall be responsible for the maintenance of its Lot, other than that part of the Lot which will be maintained by the Body Corporate pursuant to these By-Laws. Each Owner shall ensure that its Lot is so kept and maintained to a high standard.

- 20.2 Where an Owner or Occupier of a Lot has not maintained the Lot in accordance with these By-Laws, the Owner or Occupier of the Lot as the case may be hereby authorises access to the Lot for the Committee and its servants, agents and contractors for the purpose of maintaining the Lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances. In the event that the Owner or Occupier of the Lot does not in the opinion of the Committee adequately maintain the Lot within the time stipulated in the notice, the Committee may direct the Caretaker to cause the Lot to be maintained at the expense of the Owner or Occupier thereof and such costs and expenses may be recovered by the Body Corporate from the Owner of the Lot as a liquidated debt.
- 20.3 Windows that are not the responsibility of the Body Corporate shall be kept clean and promptly replaced by the owner or occupier of the Lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked.
- 20.4 Any maintenance of Lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals. All contractors involved in the maintenance, repair, improvement, cleaning or servicing of the Common Property or a Lot (whether engaged by the Body Corporate, an Owner or an Occupier) must first report to and check in with the Manager before undertaking any work on the Scheme Land, and must be appropriately licensed and insured as required by any relevant legislation or government authority. The Occupier of a Lot with a planter box on the balcony must ensure that the plants in the planter box are maintained in a healthy state. Such Occupiers must water and fertilise plants regularly, subject to any applicable lawful restrictions. Plants must be pruned in a way recommended by the Body Corporate Committee from time to time to keep a consistent appearance for the exterior of the building. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time. The Committee and the Manager are authorised to inspect the balcony and planter boxes from time to time upon giving reasonable notice to the Occupier. The Occupier shall make arrangements to allow access to the Manager and/or the Committee for inspection of the planter boxes. If an Occupier fails to comply with this By-Law and the Body Corporate must take remedial action, the costs of the remedial action must be paid by the relevant Owner and Occupier.

21. Maintenance Responsibility of Alterations to Common Property

Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner of a Lot shall, unless otherwise provided by resolution of a meeting of the Committee or the Body Corporate (as appropriate), be repaired and maintained by the Owner for the time being of such Lot.

22. Taps

An Owner or Occupier of a Lot shall not waste water and shall see that all water taps in his Lot are promptly turned off after use. An Occupier using facilities or taps on Common Property shall ensure that taps are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month then the stopcock or such other similar device on the hot water system will be turned off.

23. Water Closets

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

24. Notice of Defect

An Owner or Occupier of a Lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to

his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

25. Display Unit, Construction and Sale of Lots

25.1 While the Original Owner (and any person nominated by the Original Owner for the purposes of this By-law) remains an Owner, lessee or licensee of any Lot in the Community Titles Scheme, they and their officers, servants and/or agents shall be entitled:

- (a) to utilise any Lot in the Community Titles Scheme of which they remain an Owner, a lessee or a licensee, as a display Lot, for the purpose of allowing prospective purchasers of any Lot in the Community Titles Scheme to inspect the Lot or Lots and may conduct an auction sale from such Lot;
- (b) for the purposes of exercising their rights under By-Law 25.1, to place such signs and other advertising and display material in and about the Lot, and on and about other parts of the Common Property, but the number and size of such signs or materials shall not be more than is reasonably necessary;
- (c) for the purposes of exercising their rights under By-Law 25.1 full and uninterrupted access to the Community Titles Scheme for themselves and its officers, servants and/or agents during the hours of 10am to 8pm on each day. During those times, the Body Corporate shall ensure that all security doors and gates which restrict access to the Community Titles Scheme or other parts of the Common Property shall remain unlocked. The Original Owner shall lock any doors and gates after their use;
- (d) to pass over the Common Property (with or without Vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (e) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (f) to use the Common Property or other Lots in the Community Titles Scheme to:
 - (i) give access to and egress from any part of the Scheme Land with or without Vehicles and equipment (or either of them); and
 - (ii) store building materials, Vehicles, equipment or fill on the Scheme Land.

25.2 Whilst construction of building operations are occurring on the Scheme Land, Owners and Occupiers and invitees to the Scheme Land must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (Vehicle and pedestrian) flow directions.

26. Flow Meters and Equipment

26.1 Occupiers shall not interfere with any flow meter or other device used to measure hot water consumed in their Lot or on Common Property.

26.2 Any faults in flow meters or other devices should be reported by Occupiers to the Body Corporate through the Manager or if there is no Manager then to the secretary of the Body Corporate.

27. Functions of Body Corporate

27.1 Without derogating from any powers, duties and functions conferred or imposed on it by the Act or these By-Laws, the Body Corporate has the function to:

- (a) provide, for the benefit of Owners and Occupiers and the Common Property a permanent on-site caretaker to provide caretaking duties in respect of the Common Property, Body Corporate assets and other areas or features adjacent to or neighbouring the Scheme Land; and
- (b) for the benefit of Owners and Occupiers authorise a person or entity to offer services to Lot Owners, on a voluntary basis including a letting service.

27.2 Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these By-Laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:

- (a) an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots in the Community Titles Scheme on behalf of Owners;
- (b) an agreement or agreements for the appointment of a Body Corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
- (c) an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement with the Body Corporate;
- (d) an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and Lots in the Community Titles Scheme;
- (e) an agreement with any other person in relation to licensing or leasing any part of the Scheme Land or any other land outside of the Scheme Land;
- (f) an agreement in relation to allowing members of the Scheme to use facilities located on other land and for the Body Corporate to contribute to the costs of maintenance, repair and replacement of such facilities; and
- (g) an agreement or agreements for the provision of entertainment or telecommunication services to Lots or the Common Property.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

28. Committee may Employ

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

29. Correspondence

- 29.1 All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the secretary or the Body Corporate Manager of the Body Corporate.
- 29.2 An Owner or Occupier of a Lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the secretary, and not to the Chairman or any member of the Committee.

30. Notices

An Owner or Occupier of a Lot, its servants, agents, licensees and invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

31. Copy of By-Laws

Where any Lot or Common Property is leased or rented, otherwise than to an Owner of a Lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Community Titles Scheme.

32. Power of Committee

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Scheme Land, not inconsistent with these By-Laws and the same shall be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

33. Use of Recreation Facilities

33.1 Only Occupiers and their bona fide invitees and guests may use the Recreation Facilities. The Caretaker may reasonably impose and regulate the rules relating to the use of the recreation facilities.

33.2 Children below the age of 13 years must not be in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them.

33.3 Occupiers and their guests and invitees shall exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons.

33.4 The following restrictions apply to the Recreation Facilities:

(a) the gymnasium and yoga room may only be used between the hours of 7.00am and 10.00pm;

(b) the swimming pool, steam room, shower/powder room, the barbeque areas, resident lounge and communal open space areas may only be used for barbeques and social purposes between 7.00am and 10.00pm Sunday to Thursday and 7.00am and 11.00pm Friday and Saturday;

33.5 Subject to By-Law 33.6, the Committee has the authority to vary these time limits, however, a decision by the Committee to vary the time limits may be revoked or changed by ordinary resolution of the Body Corporate at a general meeting.

33.6 The development approval for the Scheme may set out operating hours for the communal open space areas, the Lot Owners must comply with any requirements of the development approval that apply to the Scheme from time to time.

33.7 Owners and Occupiers and their invitees and guests must be suitably attired at all times when using Recreation Facilities.

33.8 Occupiers, their invitees and guests must obey any lawful direction given to them by the Body Corporate or the Manager in relation to using the Recreation Facilities.

34. Rules of Recreational Facilities

34.1 An Owner or Occupier of a Lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the same.

- 34.2 The Committee may make rules (including a booking system) relating to the use of the Recreation Facilities that are not inconsistent with these By-Laws or the Act and the rules shall be observed by Owners, Occupiers and their guests, invitees, licensees and customers until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 34.3 Occupiers shall use gym equipment, yoga equipment (if any), barbeque equipment, kitchen equipment, shower/powder room and toilets only according to manufacturer's specifications and recommendations and shall not interfere with or remove equipment from where it is located without the consent of the Committee.
- 34.4 Alcoholic beverages must not be consumed in or around the lobby, lifts, driveway entrance area, swimming pool area, yoga room, steam room, and/or in the gymnasium.
- 34.5 Food, glass, breakable items and pets must not be brought into the pool area, steam room, yoga room, shower/powder room or the gymnasium.
- 34.6 An Owner or Occupier shall not exit the pool area or enter the lobby area unless that person has taken reasonable steps to dry themselves so that water is not transferred from the pool area or brought into the lobby.
- 34.7 An owner or occupier must clean and tidy the kitchen and barbeque area (including stove, cook top, sink, refrigerator and the floor) after use.

35. **Barbeques**

35.1 **Barbeques Generally**

Despite any By-Law to the contrary, Owners and Occupiers are permitted to keep and use a barbeque on their Lot (including any balcony (if any)) on the condition that the use of the barbeque does not detract from the overall amenity and appearance of the Scheme and the usage and operation of such barbeque complies with fire department regulations and any applicable laws relating to the storage of combustible substances.

36. **Lift**

- 36.1 Access to the disabled lift mechanism ("the Lift") is reserved for disabled or physically impaired persons only, and must only be used in order to gain access and egress to the pool and pool area.
- 36.2 An Owner or Occupier of a Lot shall not without proper authority operate, adjust or interfere with the Lift or any equipment associated with the Lift.
- 36.3 Occupiers shall use the Lift only according to manufacturer's specifications and recommendations and shall not interfere with or remove equipment from where it is located without the consent of the Committee.
- 36.4 The Committee may erect and construct signage and other directions for use of the Lift where necessary and all rules shall be observed by Owners, Occupiers and their guests, invitees, licensees and customers until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

37. **Green wall**

- (a) The Body Corporate shall:
- (i) administer and implement the Maintenance Management Plan; and
 - (ii) ensure that the Green wall is maintained to a high standard at all times.
- (b) An Owner or Occupier must not do anything that may cause, or that is likely to result in, damage to the Green wall.

38. **Planter Boxes**

- (a) The Body Corporate shall maintain:

- (i) the trees and plants in planter boxes located on Common Property to a high standard; and
 - (ii) an automatic irrigation system servicing all trees and plants the planter boxes in good working order.
- (b) An Owner or Occupier must not do anything that may cause, or that is likely to result in, damage to the trees and plants in the planter boxes or the irrigation system that services them.

39. **Landscaping and design**

- (a) The Body Corporate acknowledges that the development is a quality landscaped environment in which the Original Owner has taken care to enhance the natural aesthetic appeal of the development and to achieve a streetscape that complements the surroundings and character of the garden precinct locality.
- (b) The Body Corporate may establish rules and guidelines in relation to the Green wall and the architectural, design and landscaping standards for the Scheme.

40. **Bulk Supply of Electricity**

- 40.1 The Body Corporate may obtain the supply of electricity for the Scheme (which may be in bulk) from an electricity provider ("a **Supplier**"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.
- 40.2 The Body Corporate may enter into an agreement with a utilities manager who may facilitate the Body Corporate's purchase and administration of electricity ("**Utilities Manager**").
- 40.3 The Body Corporate may install meters to monitor usage of the electricity supplied from the Supplier and supplied to Owners and Occupiers.
- 40.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an energy management system ("**EMS**") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.
- 40.5 Owners and Occupiers must obtain their supply of electricity from or through the Body Corporate if the Body Corporate enters into an electricity supply agreement with the Supplier. If requested by the Body Corporate, Owners must sign an agreement for the supply of the electricity on the terms of supply decided by the Body Corporate.
- 40.6 Owners or Occupiers who accept or use the electricity supplied by or through the Body Corporate ("**Consumers**") shall, in consideration of the supply of electricity, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("**the Terms of Supply**"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to Consumers.
- 40.7 Upon the acceptance or use of the electricity supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of electricity through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 40.8 Upon request by a Consumer, the Body Corporate shall provide one copy of the Terms of Supply to a Consumer.
- 40.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 40.10 The Body Corporate may include the costs for the supply of electricity (whether to an Owner or Occupier of a Lot) in Notices of Contributions payable to the Body Corporate by the Owner of the Lot to which electricity is supplied. By-Laws 50, 51 and 56 apply to such payments.

- 40.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide electricity to a Consumer if:
- (a) the agreement with the Supplier is terminated;
 - (b) the Supplier does not provide electricity to the Body Corporate for any reason; or
 - (c) the Consumer does not pay for the supply of electricity by the due date.
- 40.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Committee) with respect to the supply and use of electricity provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 40.13 The Committee may make rules with respect to the supply of electricity provided they are consistent with this By-Law and the Terms of Supply.
- 40.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the electricity supply because of failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 40.15 All Consumers shall ensure that any electrical installation (as defined in the *Electricity Act 1994*) is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Body Corporate and Community Management Act, the Body Corporate or the Utilities Manager shall be entitled to enter a Lot to inspect any electrical installations.
- 40.16 For the purposes of ensuring the efficient and constant supply of electricity to the Lots during any limitation in the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the *Electricity Act 1994*), including the prohibition of the use of specified articles.
- 40.17 The Body Corporate is not responsible for the accuracy or correct operation of any electricity meter for a Lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of electricity to a Lot.
- 40.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate
41. **Bulk Supply of Other Utilities**
- 41.1 The Body Corporate may obtain the supply of Other Utilities for the Scheme (which may be in bulk) from the relevant provider ("a **Supplier**"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee, or if the agreement is outside of the scope of the Committee's authority, the Body Corporate.
- 41.2 The Body Corporate may enter into an agreement with a utilities manager who may facilitate the Body Corporate's purchase and administration of the Other Utilities ("**Utilities Manager**").
- 41.3 The Body Corporate may install meters to monitor usage of the Other Utilities supplied from the Supplier and supplied to Owners and Occupiers.
- 41.4 The Body Corporate may purchase, otherwise obtain or contract with an entity to provide an energy management system ("**EMS**") or services so as to allow for the bulk purchase of utility services and the efficient use of the utility services.
- 41.5 Owners and Occupiers must obtain their supply of Other Utilities from or through the Body Corporate if the Body Corporate enters into an Other Utilities supply agreement with the Supplier.

If requested by the Body Corporate, Owners must sign an agreement for the supply of the Other Utilities on the Terms of Supply decided by the Body Corporate.

- 41.6 Owners or Occupiers who accept or use the Other Utilities supplied by or through the Body Corporate ("Consumers") shall, in consideration of the supply of Other Utilities, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("the **Terms of Supply**"). A copy of the Terms of Supply adopted by the Body Corporate shall be made available by the Body Corporate to Consumers.
- 41.7 Upon the acceptance or use of the Other Utilities supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate. The consideration for the agreement shall be the supply and continued supply of Other Utilities through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 41.8 Upon request by a Consumer, the Body Corporate shall provide one copy of the Terms of Supply to a Consumer.
- 41.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the Assignee or Transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The Assignor or Transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 41.10 The Body Corporate may include the costs for the supply of Other Utilities (whether to an Owner or Occupier of a Lot) in Notices of Contributions payable to the Body Corporate by the Owner of the Lot to which Other Utilities is supplied. By-Laws 50, 51 and 56 apply to such payments.
- 41.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide Other Utilities to a Consumer if:
 - (a) the agreement with the Supplier is terminated;
 - (b) the Supplier does not provide Other Utilities to the Body Corporate for any reason; or
 - (c) the Consumer does not pay for the supply of Other Utilities by the due date.
- 41.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Committee) with respect to the supply and use of Other Utilities provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 41.13 The Committee may make rules with respect to the supply of Other Utilities provided they are consistent with this By-Law and the Terms of Supply.
- 41.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the Other Utilities supply because of failure of the supply of Other Utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 41.15 Subject to the Body Corporate and Community Management Act, the Body Corporate or the Utilities Manager shall be entitled to enter a Lot to inspect any utility installations.
- 41.16 The Body Corporate is not responsible for the accuracy or correct operation of any meter of Other Utilities for a Lot, other than its obligations under the Body Corporate and Community Management Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of Other Utilities to a Lot.
- 41.17 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate.

42. Security

42.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.

42.2 The Committee:-

- (a) is responsible for control of the security system;
- (b) may employ servants, agents or contractors to operate the system.

42.3 The security arrangements may, at the discretion of the Body Corporate include without limitation the following:-

- (a) the issue of security access cards or data keys upon conditions, including payment of a deposit;
- (b) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
- (c) the right to enter upon any part of the Scheme Land for the purposes of maintaining security;
- (d) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
- (e) that parts of the Common Property be secured against entry by unauthorised persons; and
- (f) that security patrols, locks and other security devices or procedures are used to implement or operate it.

42.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:-

- (a) the security system is not operating; and/or
- (b) the security system fails to operate as intended.

42.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

42.6 The Body Corporate may install and maintain a video security system and Owners, and Occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, the Manager or any relevant authority for the purposes of security for the building.

42.7 The Committee shall be entitled to make rules and regulations for the benefit of all Owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The Owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting

43. Exclusive Use - Car Parks

43.1 This exclusive use By-Law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-Law shall apply ("an **authorised allocation**"). The parts of the Common Property to be allocated under this exclusive use By-Law shall be allocated for the purposes of car parking.

43.2 This By-Law may attach to a Lot on the basis of an authorised allocation. The Occupier of each Lot for the time being to which this By-Law attaches, shall have exclusive use to the rights and

enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

- 43.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on the plan in Annexure A attached to this Community Management Statement.
- 43.4 Each Owner shall be responsible for keeping their exclusive use car space clean from litter, residues, marks and oil. The Body Corporate shall remain responsible for the maintenance, operating costs and upkeep of the exclusive use areas (except for oil stains and other residue marks and oil left from an individual owner's Motor Vehicle) however each Owner shall be responsible for the maintenance, operating costs and upkeep of any improvements erected on the exclusive use area for the benefit of the Occupier of the Lot such as storage cages, roller doors, opening mechanisms and locking devices (where permitted under this CMS).
- 43.5 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 43.6 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the Lot Owner with the benefit of the allocation.
- 43.7 The Owner of a Lot with the right to an exclusive use area under this By-Law that has sufficient space for storage may install an open locking device cage to be entirely contained within the exclusive use area to secure the storage space provided the style, colour and design are approved by the Committee. However the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

44. Exclusive Use - Storage Areas

- 44.1 This exclusive use By-Law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-Law shall apply ("**an authorised allocation**"). The parts of the Common Property to be allocated under this exclusive use By-Law shall be allocated for the purposes of storage.
- 44.2 This By-Law may attach to a Lot on the basis of an authorised allocation. The Occupier of each Lot for the time being to which this By-Law attaches or will attach shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation.
- 44.3 If the Original Owner grants an authorised allocation(s) under this By-Law 44, the details of the areas of Common Property over which exclusive use may be granted and the applicable Lot will be recorded in Schedule E and defined on a plan attached to this Community Management Statement (or any other community management statement as registered from time to time).
- 44.4 The storage space exclusive use areas granted or to be granted under this By-Law are to be used by the Occupiers of each Lot as a storage space area only. The Occupier with the right to the exclusive use area shall comply with the terms of any By-Law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.
- 44.5 Each Owner shall be responsible for keeping their exclusive storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space areas and any locker, cage or enclosure on the storage space.
- 44.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or

effecting repairs and maintenance to the building, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

- 44.7 The Original Owner may, in its sole discretion, elect not to grant any authorised allocations for exclusive use storage spaces.
- 44.8 If the Original Owner or the Original Owner's agent elects to grant authorised allocations for exclusive use storage spaces, the Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the Lot Owner with the benefit of the allocation.
- 44.9 The Owner of a Lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.
- 44.10 Owners of Lots which have an exclusive use storage space are authorised to make an improvement to that area to install a locker, cage or enclosure. The style, design and colour of the improvement must be approved by the Committee before construction starts. In granting its approval the Committee may impose conditions on the style, design and colour so that improvements on storage spaces are consistent and do not detract from the amenity of the adjoining areas.

45. PABX Cabling

- 45.1 Should the Manager provide a PABX System for the Scheme, then insofar as may be reasonably necessary to facilitate operation of the PABX System, the Owner and Occupier of the Manager's Lot shall have the special right to be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in the manner satisfactory to the Committee and the PABX System equipment and wiring remains the property of the Manager.
- 45.2 The Occupier of the Manager's Lot shall be responsible for the maintenance and operating costs of the PABX System and wiring
- 45.3 The PABX equipment and wiring for the PABX System on Common Property and Lots upon establishment of the Community Titles Scheme is the property of the Manager and does not become Common Property.
- 45.4 The Owner or Occupier of the Manager's Lot will have the authority to access Lots to repair, maintain or remove any of its equipment located in a Lot that is part of the PABX System telephone facility or the pay television audiovisual facility. Reasonable notice must be given to anyone in occupation of such Lot.
- 45.5 The Body Corporate cannot limit the right of the Occupier of the Manager's Lot or the Owner of the Manager's Lot from deriving income from providing a PABX System to Owners and Occupiers in the building.

46. Power to Enter into Licence Agreements

The Body Corporate may enter into licence agreements from time to time, on such terms and conditions as the Body Corporate sees fit, with any person (whether such person owns a Lot in the Community Titles Scheme or otherwise), to grant to such other person exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

47. Severability

If it is held by a court of competent jurisdiction that:-

- 47.1 any part of these By-Laws void, voidable, unenforceable or ultra vires; or
- 47.2 these By-Laws would be void, voidable, unenforceable or ultra vires unless some part of

them was severed from the remainder of them,

then that part will be severable and severed from the By-Laws but without effecting the continued operation of the remainder.

48. Original Owner doing Works

- 48.1 Any By-Law that requires Body Corporate approval or permission to carry out works within the Scheme shall not apply to any rectification works or further works being carried out or to be carried out by the Original Owner in the course of finishing all works in the building.
- 48.2 The Original Owner may bring equipment and materials on to the Common Property and access shall be restricted for safety and security reasons to the Original Owner and its contractors for those areas of Common Property and Lots where works are being carried out. The Original Owner may lock off or put up barricades to areas for the safety and security of people on Scheme Land.
- 48.3 The Original Owner may interrupt or use the supply of Utility Services when carrying out works.
- 48.4 If there is any inconsistency between the terms of this By-law and any other By-Law, the terms of this By-law shall prevail to the extent of any such inconsistency.

49. Recovery of Monies

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

50. Recovery of Costs

- 50.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with
- (a) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-Laws; and
 - (b) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.
- 50.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- 50.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:
- (a) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (b) enter such costs and expenses against the levy account of the Owner.
- 50.4 In this By-Law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- 50.5 The Body Corporate may include any costs payable to it under this By-Law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

51. Air-Conditioning Units

51.1 The owner of each air conditioner (and air condition condenser) will be responsible for the maintenance and operation of the air conditioner (and air condition condenser) installed under this By-Law or already installed for the benefit of the Lot including the maintenance of the condenser unit or any other part of the air conditioning unit which is located on a part of Common Property which the Owner or Occupier has use of. For the avoidance of doubt, the owner and occupier of a Lot is responsible for the repair and maintenance of any air conditioner (and air condition condenser) and associated equipment in respect of any air conditioner (and air condition condenser) which services their Lot whether that air conditioner (and air condition condenser) and associated equipment is situated within their Lot or on any part of the Common Property (including on any exclusive use area).

52. **Signs**

52.1 No sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any Lot without the written consent of the Committee.

52.2 By-Law 53.1 does not apply to the Original Owner, Manager or the Letting Agent.

53. **Aerials**

Outside wireless and television aerials may not be erected without permission of the Committee.

54. **Repairs**

All repairs to Lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the Lots using appropriately qualified contractors who hold public liability insurance for at least \$20 million for each claim.

55. **Joint Liability**

If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest or penalty on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest or penalty.

56. **Telecommunications Equipment**

The Body Corporate recognises that there could be an agreement in place with a telecommunications provider for the installation of all cabling, wiring, ducting, conduit, amplifiers and other necessary equipment required for the provision of telecommunications services to the Community Titles Scheme and each Lot and the Body Corporate must:

56.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable Owners to connect to the relevant telecommunication service;

56.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the telecommunication service that is installed on the Common Property.

57. **Fire Control**

57.1 An Owner or Occupier of a Lot 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.

57.2 The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Community Titles Scheme or the Lot, as appropriate:

(a) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Community Titles Scheme or the Lot;

(b) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Community Titles Scheme or the Lot is to the satisfaction of all relevant authorities; and

- (c) take all reasonable steps to ensure compliance with fire laws in respect of the Community Titles Scheme or the Lot.

57.3 The Owner of a Lot will be responsible for any costs charged to or payable by the Body Corporate in connection with false fire alarms that originate from the Lot.

58. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any Lot, the Owner or Occupier of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

59. No Smoking

Smoking is prohibited at, in or on Common Property including but not limited to Recreation Facilities, hallways, lifts, basements, lobbies and other areas that form part of the Common Property of the Scheme.

60. Stormwater Maintenance Plan

If the Body Corporate is required to have a stormwater plan, the Body Corporate must at all times hold a copy of the stormwater maintenance plan in the Body Corporate records and cause implementation of that plan as per its requirements.

61. Right of Entry

61.1 An Owner or Occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his Lot or to an adjoining Lot or for any other purposes permitted under these By-laws, the Act or the Regulation Module

61.2 If in the reasonable opinion of the Committee or the Manager there is a matter of sufficient emergency no such notice specified in By-Law 62.1 will be necessary. Such works or repairs shall be at the sole expense of the Owner or Occupier of the Lot in the case where the need for such works or repairs is due to any act or default of the Owner or Occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Caretaker in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Module.

61.3 Without limiting anything in these By-Laws, the Act or the Regulation Module an Owner and Occupier must allow access through their Lot to other Owners and Occupiers in the case of an emergency to access fire stairs or other emergency exits.

61.4 For those Lots where the lobby or foyer area on the relevant floor of the building is within the title to the Lot, the Owner and Occupier of the Lot whose Lot contains such area shall ensure that a key to the door giving to the access to the lobby/foyer area is left with the Caretaker at all times to allow access to such lobby/foyer area to allow the Body Corporate to carry out its duties and responsibilities in accordance with these By-Laws, the Act or the Regulation Module. Any door within such lobby or foyer area that is required to give access to any emergency exit or fire stairs must comply with all relevant laws and standards.

62. Auction Sales

Subject to By-Law 25 an Owner or Occupier of a Lot shall not permit any auction sale to be conducted or to take place in the Lot or within the Scheme Land without obtaining the prior consent of the

Committee.

63. Keys

- 63.1 The maximum number of Keys (based on the number of bedrooms) that may be issued for a Lot (without the consent of the Body Corporate Committee) shall be one set of Keys for each bedroom plus an additional spare set of Keys. For example, one bedroom Lot would have a maximum number of two sets of Keys and a two bedroom Lot would be entitled to three sets of Keys.
- 63.2 The Body Corporate may code the Keys to allow access to the relevant Lot and to areas of Common Property to which all members of the Body Corporate are entitled to access. The Body Corporate may code Keys so that the Key only gives access to the level of the Building upon which the relevant Lot is located. The Body Corporate may also code the Keys so that access cannot be obtained to areas of exclusive use Common Property in which case Keys for Lots to which the exclusive use area applies shall allow access to that exclusive use area.
- 63.3 If an Owner requires more sets of Keys than as set out in By-Law 64.1, the Owner must apply in writing to the Body Corporate providing a reason for the extra set of Keys. The Body Corporate shall act reasonably in respect of any request provided that the request does not compromise the level of security the Committee considers is appropriate for the Community Titles Scheme and the Body Corporate is compensated adequately for the issue of the extra Keys, by the Owner.
- 63.4 The Body Corporate may authorise the Caretaker to administer the control of Keys. The Caretaker or the Body Corporate may, for security reasons, insist that the Keys be only issued to the Owner of the Lot and require evidence of authority from any person who is not an Owner who wishes to obtain additional Keys for a Lot. The Body Corporate and the Caretaker may at their discretion refuse to issue Keys to someone other than the Owner if in their opinion sufficient authority has not been provided to them that the person applying for the issue of additional Keys has the appropriate authority to request them on behalf of the Owner. The Body Corporate and the Caretaker may request evidence of how Keys have been lost, destroyed or damaged and an authority to deactivate or reprogram any Keys
- 63.5 In the event of loss or damage of a Key, an Owner may request a replacement Key be issued by the Body Corporate and the Body Corporate will do so on the following conditions:-
- (a) the Key shall be for the same areas of access as the original Key;
 - (b) the Owner must pay in advance an amount sufficient to compensate the Body Corporate and Caretaker for the administration, cost and labour for issuing and programming a new Key;
 - (c) sufficient evidence of authority from the person making the application for the new Key must be provided to the Body Corporate and Caretaker if that person is not the Owner of the relevant Lot;
 - (d) the person collecting the new Key must provide sufficient evidence of identification and authority that they are the Owner or authorised by the Owner of the relevant Lot to collect the new Key; and
 - (e) the Body Corporate shall be entitled to deactivate or reprogram the original Key which is being replaced.
- 64.6 The Body Corporate may charge a reasonable amount of compensation for the issue of a new Key which may include out of pocket costs for the Key. This amount is subject to change from time to time to ensure it adequately compensates the Body Corporate for issuing a new Key.
- 64.7 Owners and Occupiers must not interfere with, reverse engineer, reprogram or damage Keys in order to affect the way in which they operate or the areas to which they give access. In the event the Caretaker or Body Corporate discovers any attempt to interfere with a Key, the Caretaker and Body Corporate are authorised to deactivate or reprogram that Key without any liability to the Owner or Occupier. An Owner or Occupier that breaches this By-Law must compensate the

Body Corporate for any cost, loss or damage suffered by the Body Corporate because of the breach.

65. **Bulky Items and Use of Common Property**

- 65.1 Bulky Items must not be transported via the elevators, lobby area or reception area on the Common Property without the prior written consent of the Committee or the Caretaker.
- 65.2 The areas of Common Property designated as the Visitors' Car Park cannot be used for the loading, unloading or delivery of Bulky Items unless the prior written consent of the Committee or Caretaker is obtained.
- 65.3 The Committee and Caretaker must not unreasonably withhold their consent to a request for permission under this By-Law where:
- (a) the request for written consent is provided to the Body Corporate within a reasonable time prior to the time access is needed to allow the Committee or the Caretaker to consider the request and make arrangements for protective curtains or other protective materials to be used in the elevators, access ways, lobby area and reception;
 - (b) the person making the request is the Owner or Occupier of the Lot to or from which the Bulky Item is being delivered or collected;
 - (c) the person making the request provides details of the contractors, workmen or other persons who will be authorised to move the Bulky Items and have access to Common Property and the relevant Lot;
 - (d) if the relevant Lot is not being let through the Letting Agent, the details of the person who is appointed as agent to let the relevant Lot (if any) must have been given to the Body Corporate, including an address, contact person and mobile phone number (if available) for immediate contact in the event of an emergency; and
 - (e) the person making the request personally undertakes to reimburse the Body Corporate for the cost of repairing any damage caused to the Common Property or any other person's property in relation to the movement of the Bulky Item.
- 65.4 The Caretaker is authorised to do the following if a person uses or attempts to use the Common Property elevators, lobby areas or reception areas for the movement of Bulky Items without obtaining the prior consent of the Committee or the Caretaker:
- (a) restrain the person from coming onto or using the Common Property for the movement of the Bulky Item;
 - (b) evict the person from Common Property if the person is not the Owner or Occupier and is not otherwise authorised to be on the Common Property; and
 - (c) de-activate or reprogram any access devices or Keys to ensure the person referred to in subclause (b) cannot access Common Property or use the elevators.
- 65.5 The consent from the Caretaker or Committee under this By-Law may be given on conditions such as (but not limited to):
- (a) the person seeking consent must make all reasonable attempts to have protective covers placed where required by the Caretaker; and
 - (b) allow other Owners and Occupiers in the normal course of enjoying the Common Property, to have priority when using the elevators.
- 65.6 Any damage to an elevator or Common Property whilst transporting Bulky Items over Common Property must be immediately reported to the Caretaker and the Owner and Occupier of the Lot that is responsible for or sought authorisation for the movement of the Bulky Items over Common

Property shall:

- (a) be responsible for the costs of the Body Corporate in repairing any damage to the Common Property; and
- (b) indemnify the Body Corporate against any claim by any other person against the Body Corporate if they suffer damage because of the person transporting Bulky Items through the Scheme Land.

66. **Outside Agent's Details**

- 66.1 Owners and Occupiers who let their Lot through Outside Agent(s) must provide contact details for themselves and their Outside Agent to the Body Corporate so that they and/or their Outside Agent can be contacted at any time, 24 hours a day should there be an emergency, nuisance or disturbance in their Lot or by their guests using their Lot or Common Property.
- 66.2 All guests (including long term tenants) booked or let through Outside Agents must have their name, address, mobile phone number, number of guests, apartment number and length of stay provided to the Caretaker by the Owner or Outside Agent for the relevant Lot.
- 66.3 Failure to comply with this By-Law shall permit the Caretaker and the Body Corporate the right to deny or restrain the tenant's access to Common Property and Shared Facilities. The Body Corporate and the Caretaker may also reprogram or de-activate access devices used by the guests to access Common Property areas if the Body Corporate or the Caretaker considers that it will compromise the security of the Community Titles Scheme.
- 66.4 In the event that the Owner of the Lot or their Outside Agent does not respond to a request to cease a nuisance, disturbance or attend an emergency in a Lot or on Common Property created by or contributed to, by their guest or tenant, the Caretaker and Body Corporate may enter the Lot or Common Property (as the case may be) and evict all the guests or tenants with no liability to the Owner, Occupier, tenants or guests. The Caretaker and security personnel employed by the Body Corporate may take whatever lawful measures the Caretaker or security personnel consider appropriate to stop or minimise any such nuisance, disturbance or emergency situation.

67. **Interpretation**

- 67.1 In these By-Laws except for the extent that the context otherwise requires:-
 - (a) the singular includes the plural and vice versa;
 - (b) person includes a natural person, each other kind of legal entity and an unincorporated association;
 - (c) reference to a statute or any other law is a reference to the statute or law.

68. **Prohibition of smoking on common property and lot property outdoor areas**

An Owner or Occupier must not, and must ensure their Visitors do not, Smoke cigarettes or e-cigarettes or vapes on:

- 1. common property;
- 2. any lot property outdoor balcony, courtyard or patio.

69. **Definitions**

In these By-Laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:-

- 69.1 **Act** means the Body Corporate and Community Management Act 1997 and all regulations thereunder, as amended from time to time.

- 69.2 **Body Corporate** means the body corporate for Ivy95 Community Titles Scheme..
- 69.3 **Body Corporate Assets** has the same meaning as defined in the Act as applied to the Community Titles Scheme;
- 69.4 **Bulky Items** means furniture, equipment or other items that are of a heavy or bulky nature that require the use of a trolley or cannot be carried by one person or cannot easily fit within an elevator.
- 69.5 **Common Property** means has the same meaning as defined in the Act and as applied to the Community Titles Scheme.
- 69.6 **Committee** means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module.
- 69.7 **Community Management Statement or CMS** means the community management statement containing these By-Laws.
- 69.8 **Community Titles Scheme** means the community titles scheme identified in Item 1 of the Community Management Statement.
- 69.9 **Entertainment Area** means the area of Common Property on level 8 of the building generally including the rooftop terrace area and roof pavilion available for communal use by Owners, Occupiers and their invitees.
- 69.10 **Green wall** means the area of Common Property on the southern wall of the building that is used for the purposes of a vertical plant ecosystem;
- 68.11 **Key** means a key or access device that allows access through locking mechanisms to areas of Common Property, shared facilities, shared areas and/or the Lot applicable to that key or access device. A set of keys is a key or other access that gives access to the Lot and a key (or other access device) that gives access to and over Common Property.
- 68.12 **Letting Agent** means the person or entity authorised by the Body Corporate to carry out a letting agent business from the Community Titles Scheme.
- 68.13 **Letting Agent's Lot** means a Lot (if any) as nominated by the Letting Agent from time to time.
- 68.14 **Lot** means a lot in the Community Titles Scheme.
- 68.15 **Maintenance Management Plan** means a maintenance management plan relating to the Green wall and trellis system, amongst other things:
- (a) provide detailed information as to how these vegetative systems will be safely assessed for maintenance;
 - (b) stipulate a maintenance schedule for these systems;
 - (c) provide details of the minimum standards to which these systems must be maintained; and
 - (d) describe actions to be taken if the systems fail to function as intended. Including for example, replacing the Green wall with a suitable decorative screen wall keeping with the architectural language, materials, finishes and colours of the building.
- 68.16 **Manager or Caretaker** means the person or company engaged by the Body Corporate to carry out caretaking duties in respect of the Community Titles Scheme.
- 68.17 **Motor Vehicle** means a vehicle propelled by a motor that forms part of the vehicle such as a car and a motor bike, but does not include a trailer or any form of watercraft such as a boat or jet

ski.

- 68.18 **Occupier** has the same meaning as defined in the Act.
- 68.19 **Outside Agent** means an agent or person who is not the authorised Letting Agent and who lets a Lot or Lots for an Owner or Occupier.
- 68.20 **Original Owner** means the person identified in Item 5 of the First Community Management Statement and includes successors or assigns.
- 68.21 **Other Utilities** means but is not limited to water, gas, communication portals, internet, broadband and telecommunications.
- 68.22 **Owner** has the same meaning as defined in the Act.
- 68.23 **PABX System** includes (as well as a telephone system) other audio visual, internet or other data transmission systems that may or may not require cabling.
- 68.24 **Recreation Facilities** means facilities that are used for recreation purposes that are on the Common Property including without limitation any of the following that may be on the Common Property:-
- (a) swimming pool;
 - (b) gymnasium and gymnasium equipment;
 - (c) yoga room;
 - (d) steam room;
 - (e) shower/powder room;
 - (f) Resident lounge; and
 - (g) barbeque area.
- 68.25 **Regulation Module** means the regulation module identified in Item 2 of the Community Management Statement.
- 68.26 **Scheme Land** means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the Lots and the Common Property and all improvements thereon.
- 68.27 **Vehicle** has the same meaning as defined in the *Transport Operations (Road Use Management) Act 1995* (Qld).
- 68.28 **Visitor Car Park** means an area of Common Property set aside by or designated by the Body Corporate for visitor car parking

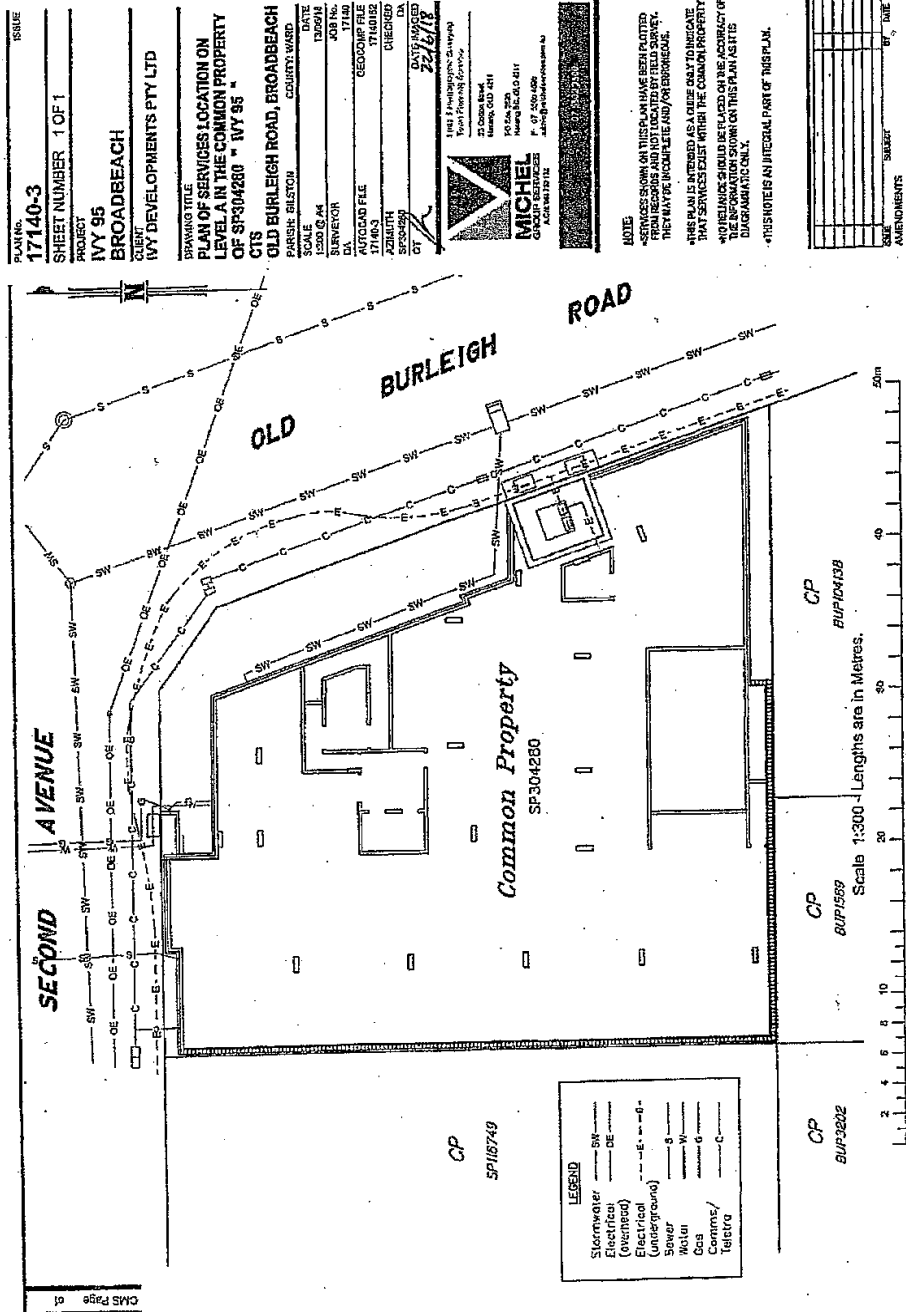
SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Statutory Easements

1. Each Lot in the Scheme is affected by the following statutory easements:
 - (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
 - (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
 - (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
 - (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
 - (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
 - (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

Service Location Diagrams

Service Location Diagrams will (if any) be included with this CMS and marked "SLD" when the services have been located and constructed in the Common Property



SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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EXCLUSIVE USE AREAS
(By-Law 43)

Lot on Plan	Area	Purpose
Lot 101 on SP304280	Area "C1" as shown on the sketch marked "A"	Car park
Lot 102 on SP304280	Area "C9" as shown on the sketch marked "A"	Car park
Lot 103 on SP304280	Area "C51" as shown on the sketch marked "A"	Car park
Lot 104 on SP304280	Area "C8" as shown on the sketch marked "A"	Car park
Lot 105 on SP304280	Area "C47" as shown on the sketch marked "A"	Car park
Lot 106 on SP304280	Area "C52" as shown on the sketch marked "A"	Car park
Lot 107 on SP304280	Area "C37" as shown on the sketch marked "A"	Car park
Lot 201 on SP304280	Area "C25" as shown on the sketch marked "A"	Car park
Lot 202 on SP304280	Area "C27" as shown on the sketch marked "A"	Car park
Lot 203 on SP304280	Area "C44" as shown on the sketch marked "A"	Car park
Lot 204 on SP304280	Area "C18" as shown on the sketch marked "A"	Car park
Lot 205 on SP304280	Area "C50" as shown on the sketch marked "A"	Car park
Lot 206 on SP304280	Area "C53" as shown on the sketch marked "A"	Car park
Lot 207 on SP304280	Area "C38" as shown on the sketch marked "A"	Car park
Lot 301 on SP304280	Area "C19" as shown on the sketch marked "A"	Car park
Lot 302 on SP304280	Area "C28" as shown on the sketch marked "A"	Car park

Lot on Plan	Area	Purpose
Lot 303 on SP304280	Area "C35" as shown on the sketch marked "A"	Car park
Lot 304 on SP304280	Area "C13" as shown on the sketch marked "A"	Car park
Lot 305 on SP304280	Area "C32" as shown on the sketch marked "A"	Car park
Lot 306 on SP304280	Area "C46" as shown on the sketch marked "A"	Car park
Lot 307 on SP304280	Area "C39" as shown on the sketch marked "A"	Car park
Lot 401 on SP304280	Area "C4" as shown on the sketch marked "A"	Car park
Lot 402 on SP304280	Area "C16" as shown on the sketch marked "A"	Car park
Lot 403 on SP304280	Area "C49" as shown on the sketch marked "A"	Car park
Lot 404 on SP304280	Area "C10" as shown on the sketch marked "A"	Car park
Lot 405 on SP304280	Area "C33" as shown on the sketch marked "A"	Car park
Lot 406 on SP304280	Area "C42" as shown on the sketch marked "A"	Car park
Lot 407 on SP304280	Area "C22" as shown on the sketch marked "A"	Car park
Lot 501 on SP304280	Area "C5" as shown on the sketch marked "A"	Car park
Lot 502 on SP304280	Area "C43" as shown on the sketch marked "A"	Car park
Lot 503 on SP304280	Area "C48" as shown on the sketch marked "A"	Car park
Lot 504 on SP304280	Area "C6" as shown on the sketch marked "A"	Car park
Lot 505 on SP304280	Areas "C34" as shown on the sketch marked "A"	Car park
Lot 506 on SP304280	Area "C40" as shown on the sketch marked "A"	Car park
Lot 507 on SP304280	Area "C24" as shown on the sketch marked "A"	Car park
Lot 601 on SP304280	Area "C2" as shown on the sketch marked "A"	Car park
Lot 602 on SP304280	Area "C21" as shown on the sketch marked "A"	Car park
Lot 603 on SP304280	Area "C11" as shown on the sketch marked "A" Area "C12" as shown on the sketch marked "A"	Car park
Lot 605 on SP304280	Area "C26" as shown on the sketch marked "A"	Car park
Lot 606 on SP304280	Area "C45" as shown on the sketch marked "A"	Car park
Lot 607 on SP304280	Area "C36" as shown on the sketch marked "A"	Car park

Lot on Plan	Area	Purpose
Lot 701 on SP304280	Area "C7" as shown on the sketch marked "A"	Car park
Lot 702 on SP304280	Area "C20" as shown on the sketch marked "A"	Car park
Lot 703 on SP304280	Area "C29" as shown on the sketch marked "A"	Car park
Lot 704 on SP304280	Area "C3" as shown on the sketch marked "A"	Car park
Lot 705 on SP304280	Area "C30" and "C31" as shown on the sketch marked "A"	Car park
Lot 706 on SP304280	Area "C41" as shown on the sketch marked "A"	Car park
Lot 707 on SP304280	Area "C17" as shown on the sketch marked "A"	Car park
Lot 801 on SP304280	Areas "C14 and C15" as shown on the sketch marked "A"	Car park
Lot 802 on SP304280	Area "C23" as shown on the sketch marked "A"	Car park

**EXCLUSIVE USE
AREAS
(By-Law 44)**

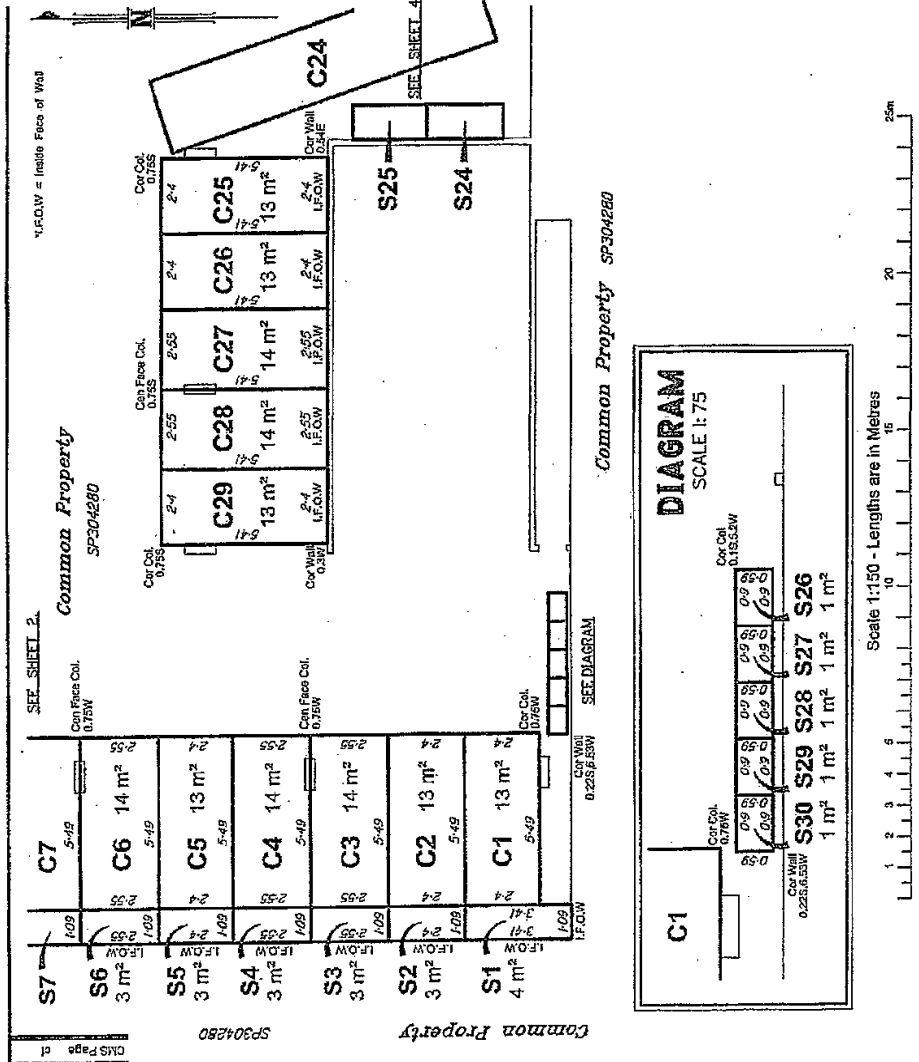
Lot on Plan	Area	Purpose
Lot 101 on SP304280	Area "S1" as shown on the sketch marked "A"	Storage
Lot 102 on SP304280	Area "S9" as shown on the sketch marked "A"	Storage
Lot 103 on SP304280		Storage
Lot 104 on SP304280	Area "S8" as shown on the sketch marked "A"	Storage
Lot 105 on SP304280		Storage
Lot 106 on SP304280	Area "S31" as shown on the sketch marked "A"	Storage
Lot 107 on SP304280	Area "S32" as shown on the sketch marked "A"	Storage
Lot 201 on SP304280	Area "S17" as shown on the sketch marked "A"	Storage
Lot 202 on SP304280		Storage
Lot 203 on SP304280		Storage
Lot 204 on SP304280	Area "S26" as shown on the sketch marked "A"	Storage
Lot 205 on SP304280		Storage

Lot 206 on SP304280		Storage
Lot 207 on SP304280		Storage
Lot 301 on SP304280	Area "S18" as shown on sketch marked "A"	Storage
Lot 302 on SP304280		Storage
Lot 303 on SP304280	Area "S20" as shown on sketch marked "A"	Storage
Lot 304 on SP304280	Area "S13" as shown on the sketch marked "A"	Storage
Lot 305 on SP304280		Storage
Lot 306 on SP304280	Area "S27 " as shown on the sketch marked "A"	Storage
Lot 307 on SP304280		Storage
Lot 401 on SP304280	Area "S4" as shown on the sketch marked "A"	Storage
Lot 402 on SP304280	Area "S29" as shown on the sketch marked "A"	Storage
Lot 403 on SP304280	Area "S19" as shown on the sketch marked "A"	Storage
Lot 404 on SP304280	Area "S10" as shown on the sketch marked "A"	Storage
Lot 405 on SP304280		Storage
Lot 406 on SP304280		Storage
Lot 407 on SP304280		Storage
Lot 501 on SP304280	Area "S5" as shown on the sketch marked "A"	Storage
Lot 502 on SP304280	Area "S33" as shown on the sketch marked "A"	Storage
Lot 503 on SP304280		Storage
Lot 504 on SP304280	Area "S6" as shown on the sketch marked "A"	Storage
Lot 505 on SP304280		Storage
Lot 506 on SP304280		Storage
Lot 507 on SP304280	Area "S24" as shown on the sketch marked "A"	Storage
Lot 601 on SP304280	Area "S2" as shown on the sketch marked "A"	Storage
Lot 602 on SP304280		Storage
Lot 603 on SP304280	Area "S11" as shown on the sketch marked "A" Area "S12" as shown on the sketch marked "A"	Storage
Lot 605 on SP304280		Storage

Lot 606 on SP304280		Storage
Lot 607 on SP304280		Storage
Lot 701 on SP304280	Area "S7" as shown on the sketch marked "A"	Storage
Lot 702 on SP304280	"S28" as shown on the sketch marked "A"	Storage
Lot 703 on SP304280		Storage
Lot 704 on SP304280	Area "S3", "S23", "S30" as shown on the sketch marked "A"	Storage
Lot 705 on SP304280		Storage
Lot 706 on SP304280		Storage
Lot 707 on SP304280	Area "S16" as shown on the sketch marked "A"	Storage
Lot 801 on SP304280	Areas "S15 & S14" as shown on the sketch marked "A"	Storage
Lot 802 on SP304280	Areas "S21 & S25" as shown on the sketch marked "A"	Storage

Annexure "A"
Exclusive Use Plans

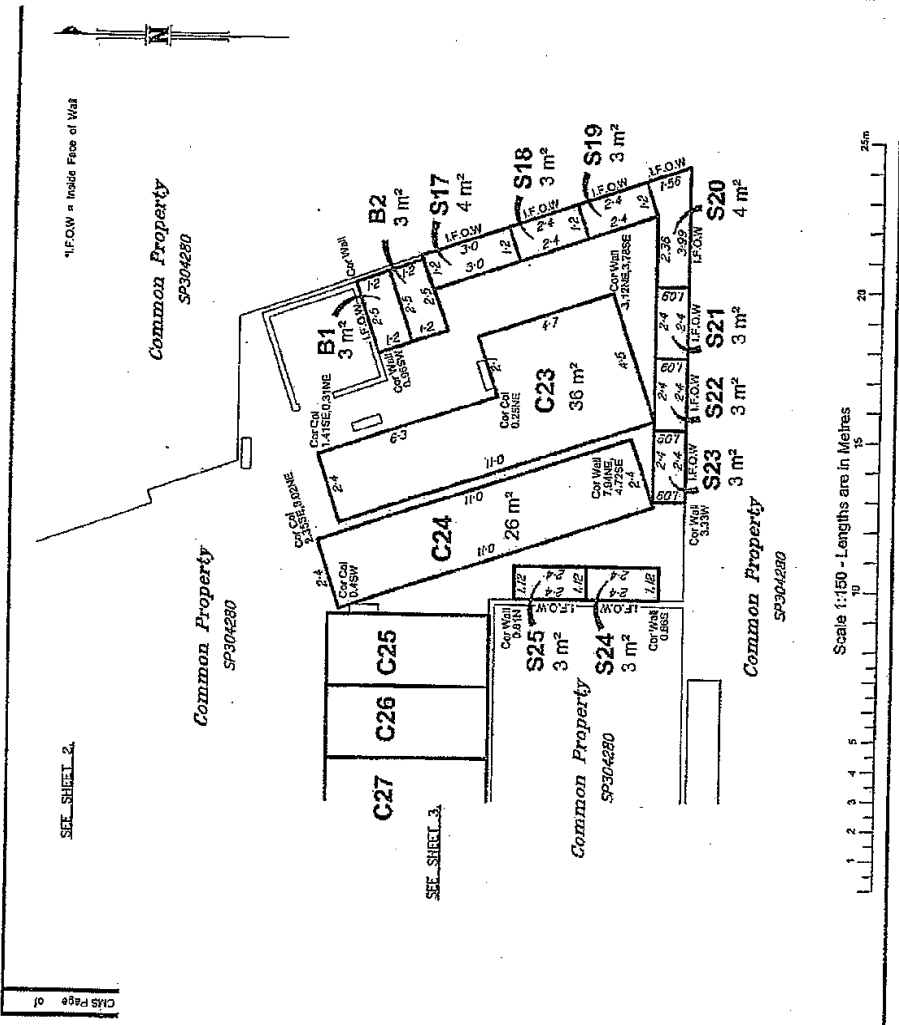
PLANS: 17140-1
 SHEET NUMBER 3 OF 4
 PROJECT: IVY 95 BROADBEACH
 CLIENT: BODY CORPORATE FOR IVY 95
 DRAWING TITLE: PLAN OF EXCLUSIVE USE AREAS ON LEVEL A IN THE COMMON PROPERTY OF 'IVY 95' (SP304280) CTS:
 95-97 OLD BURLINGHAM RD, BROADBEACH
 DISTRICT: AUCKLAND COUNTY: WAIRATAPA
 DATE: 21/09/10
 SURVEYOR: 21/09/10
 DA: 17/09/10
 AUTOCAD FILE: SURVEY FILE
 AZIMUTH: 17140169
 CHECKED: 17/09/10
 DATE MADE: 24/09/10
 MICHEL CONSULTANTS
 21 Essex Street
 Auckland 1010
 Tel: 09 308 8888
 Fax: 09 308 8888
 Email: info@michel.co.nz



PLANNING NO.	17140-1
SHEET NUMBER	4 OF 4
PROJECT	IVY 95 BROADBEACH
CLIENT	SP304280
DRAWING TITLE	PLAN OF EXCLUSIVE USE AREAS ON LEVEL A IN THE COMMON PROPERTY OF 'IVY 95' (SP304280) CTS :
PARBRIK CONSULTANTS	95-97 OLD BURLEIGH RD, BROADBEACH
SCALE	COUNTY: WAID
DATE	21/06/18
JOB NO.	17140-1
DATE	17/06/18
AUTHOR	17/06/18
CHECKED	
DATE	21/06/18

22 Corso Street
 Level 10, 11
 West Pacing, Newark
MICHEL
 GROUP SERVICES
 17140-1

REV	DATE	BY	TITLE



Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EF 219

JG SETTLEMENTS
PO BOX 8
PARADISE POINT QLD 4216

Title Reference:	51156852
Lodgement No:	6456104
Office:	E LODGE (EFT)

This is the current status of the title as at 08:39 on 04/11/2024

LAND DESCRIPTION

COMMON PROPERTY OF IVY95 COMMUNITY TITLES SCHEME 51860
COMMUNITY MANAGEMENT STATEMENT 51860
Local Government: GOLD COAST

REGISTERED OWNER

Dealing No: 718935081 17/08/2018
BODY CORPORATE FOR IVY95 COMMUNITY TITLES SCHEME 51860
PO BOX 3765
AUSTRALIA FAIR QLD 4215

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 15694061 (ALLOT 6 SEC 16)
Deed of Grant No. 15961103 (ALLOT 5 SEC 16)
2. REQUEST FOR NEW CMS No 723625033 25/10/2024 at 12:20
New COMMUNITY MANAGEMENT STATEMENT 51860
ACCOMMODATION MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

723625033 NEW CMS MHUNT/107509

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations