

**The Montego Residences CTS
SCHEDULE C BY-LAWS**

The by laws in Schedule 2 of the Act will not apply to the scheme and the following by laws will apply:

1. Interpretation

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.
Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.
Reference to the whole includes any part of the whole.
If any By-law is inconsistent with any by-law applying to the Principal Scheme, then the By-law will be of no effect to the extent of the inconsistency.
- (b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

Act means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme;

Boat will include sailboard, jet ski and similar pleasure craft;

Body Corporate means the Body Corporate established upon the registration of the Community Titles Scheme.

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

Common Property means the common property referred to in the Community Titles Scheme.

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

Committee's Representative means a member of the Committee appointed from time to time for the purpose of representing the Committee.

Council means the Gold Coast City Council.

Development Approval has the meaning given in the Integrated Planning Act 1997.

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

Gate Keys means any form of key, code, remote control or similar device to control Gates which Occupiers and Owners are authorised to open and close.

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

Home Occupation means the use of the relevant Lot as professional offices to provide consulting services, information technologies or as a mail order business, or such other lawful use as the Committee decided.

Improvements means pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law.

Lake means that part of the lake on the Scheme Land.

Lot means a lot in the Community Titles Scheme and, where the context permits, any lots derived from those lots.

Occupier and *Owner* have the meanings given to them in the Act.

Original Owner has the meaning given to it in the Act.

Person includes a company.

Principal Body Corporate means Body Corporate for Runaway Lagoons CTS.

Principal Committee means the committee for the Principal Scheme.

Principal Scheme means the Runaway Lagoons CTS.

Recreation Areas includes the swimming pool, social area and similar areas and facilities on the Scheme Land.

Resident Caretaker means the person or corporation appointed by the Body Corporate from time to time under a Resident Caretaker's Agreement.

Resident Caretaker's Agreement means an agreement entered into between the Body Corporate and the Resident Caretaker under which the Resident Caretaker agrees to keep the Common Property in good order. It includes any agreement from time to time that replaces or extends a resident caretaker's agreement.

Resident Caretaker's Unit means a Lot nominated in writing to the Body Corporate by the Original Owner.

Revetment Wall means any type of revetment wall or similar structure which surrounds the Lake and is on Scheme Land.

Scheme Land means all the land contained in the Scheme.

Scheme means The Montego Residences CTS.

2. Use of Lot

- (a) Subject to (c), each Lot will be used for residential purposes only, or, if permitted by the local government, for a Home Occupation (and then only in accordance with the relevant laws and rules of the local government),
- (b) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (c) The Resident Caretakers Unit may be used for any of the following purposes:
 - (i) residential;
 - (ii) management (including the letting of Lots);
 - (iii) commercial purposes; and
 - (iv) any lawful purpose.

3. General Appearance of Lots

- (a) No structural alterations will be made to any Lot. An Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.
- (b) No garage on any Lot can be used for any purpose other than as a garage.

4. Maintenance of Lots

- (a) An Owner or Occupier of a Lot will:
 - (i) be responsible for the proper maintenance and decoration of his Lot;
 - (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof);
 - (iii) maintain the interior of his Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (ii) the obligations under By-law 4(a) be complied with,

and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.

- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this By-law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this By-law.

5. Appearance of Lots

- (a) Subject to paragraph (b) of this By-law and By-law 34 (Construction/Sale of Lots), an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his Lot in such a way as to be visible from outside the Lot.
- (b) the Resident Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.

6. Water Apparatus

- (a) An Owner or Occupier of a Lot will see that all water taps on his Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

7. Lighting and Heating of Lots

The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

8. Storage of Flammable Liquids, etc.

An Owner or Occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. Windows

The windows of a Lot will be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

10. Window Covers

- (a) No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. This By-law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- (b) An Owner must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee. An Owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from common property or any other lot.
- (c) For the purposes of enforcing this By-law, the Committee may establish and maintain a policy in respect to window covering.

11. Keeping of Animals

- (a) Subject to the Act and by By-law 11(b), an Occupier may not without consent of the Committee bring onto or keep animals on a Lot or the Common Property except a pet or dog (subject to local authority laws) on the following conditions:
 - (i) Neither the pet nor the pet's habitat shall become a nuisance.
 - (ii) Any dog must be kept controlled within the Occupiers Lot or exclusive use area and confined in a manner which prevents the dog from gaining access to the Common Property when not supervised.
 - (iii) No dog is permitted on Common Property unless it is on a leash or otherwise controlled under the supervision of a responsible Occupier.
 - (iv) Fouling of the Common Property by a dog must be cleaned up by the Occupier responsible for the dog.
- (b) No cats are to be kept or allowed on a Lot or Common Property. This provision is in accordance with the Councils Development Approval for the land (of which the Scheme Land forms part).

12. No Variation to Appearance

Subject to By-Law 34 (Construction/Sale of Lots), an Owner or Occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

13. Antennae

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

14. Security of Lots

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

15. Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on his Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

16. Nuisance

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

17. Depositing Rubbish on Common Property

An Owner must not-

- (a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the Owner or Occupier concerned.

18. Garbage Disposal

- (a) Except where the Body Corporate provides some other means of disposal, a suitable receptacle for garbage must be properly maintained in a sanitary condition by each Occupier in a place on their Lot not visible from the Common Property or on such part of the Scheme as may be authorised by the Committee.
- (b) All local authority By-laws and ordinances relating to the disposal of garbage must be complied with.
- (c) Nothing is to be done in the disposal or the maintenance of garbage bins which may damage the health, hygiene and comfort of anyone within the Scheme.
- (d) Rubbish bins are to be placed out for collection at the times and location specified by the Committee or the Local Authority. Empty bins must be collected by Owners or Occupiers the same day as they are emptied.

19. Damage to Lawns, etc. on the Scheme Land

An Owner or Occupier of a Lot must not-

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

20. Damage to the Common Property or Lot

An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Common Property asset except with the consent in writing of the Body Corporate.

21. Committee to be Notified of Accidents etc.

An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.

22. Vehicles

- (a) The Body Corporate grants to the Owner or Occupier of each Lot the occasional use of the parking areas on Common Property for the purposes of temporary visitor parking.
- (b) Occupiers shall not cause or permit their vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property. Any such occurrence must be cleaned up by the Occupier concerned but if not cleaned up within the reasonable notice period given by the Committee, the Body Corporate may cause the cleaning to be done and the costs shall be recoverable by the Body Corporate from the Occupier concerned as a debt due.
- (c) Occupiers and their invitees shall observe any vehicle speed limit, parking or road rule sign posted on the Common Property.
- (d) Any road rule sign posted on the Common Property in the same or similar form to signs prescribed by the regulations governing usage of public roads in Queensland shall have the same meaning as ascribed to such public signs at law.
- (e) An Owner or Occupier shall not bring onto nor permit to remain on Common Property any unregistered vehicle.
- (f) An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.
- (g) An Occupier shall not:

- (i) drive or permit to be driven any vehicle in excess of the tonnage set by the Committee from time to time on to or over the Common Property other than a vehicle necessary to facilitate the occupation of any Lot and any vehicle permitted by any law to access the Common Property;
 - (ii) permit any invitees vehicles to be parked on the roadway forming part of the Common Property at any time;
 - (iii) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or on or in any car parking space.
- (h) Occupiers may park their vehicles on the driveway that services their respective lot provided that the vehicle is wholly contained in the driveway area and that there are already vehicle(s) parked in the garage of the Lot concerned.
- (i) Any invitees shall park their vehicles in the visitors parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

23. Use of Caravans etc

- (a) An Owner or Occupier of a Lot must not
- (i) permit any caravan, campervan, mobile home, boat or trailer upon the Common Property or upon his Lot unless it is housed in a garage and is not visible from any part of the Common Property;
 - (ii) permit any occupation of a caravan, campervan or mobile home upon his Lot.

24. Inspection of Lots

- (a) Upon one (1) day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner or Occupier of the Lot concerned).
- (b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- (c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

25. Observance of these By-Laws

The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

26. Repairs by the Body Corporate

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

27. Contractors

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

28. Notification of Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

29. Notices to be Observed

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

30. Rules Relating to Common Property

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-laws and the same must 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.

31. Gate Keys

- (a) Unless authorised by the Committee, no one may interfere with mechanisms operating gates. Gate mechanisms may only be operated as authorised by the Committee. Any malfunction of a Gate must be reported to the Committee.
- (b) Gate Keys are to be dealt with in a security conscious manner. Gate Keys may not be lent to anyone other than another Owner or Occupier. The loss of a Gate Key is to be reported to the Committee.
- (c) The Body Corporate will issue Gate Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgment of a bond as reasonably determined by the Committee. Gate Keys will remain the property of the Body Corporate.
- (d) An Owner or Occupier, on ceasing to be an Owner or Occupier, must promptly return to the Committee all Gate Keys in their possession. If a gate key is returned in good working order and condition any bond held in respect to that Gate Key will be refunded.

32. Times for Use of Recreation Areas

The Recreation Areas must not be used between the hours of 10.00 pm and 7.00 am or such other hours as agreed to by the Committee and the Resident Caretaker.

33. Rules for Use of Recreation Areas

All Owners or Occupiers of Lots when making use of the Recreation Areas must ensure:

- (a) that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
- (b) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) if congestion is experienced in the use of the Recreation Areas, the Resident Caretaker may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of lots in the Scheme Land.
- (e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.
- (f) alcoholic beverages must not be consumed in or around the pool;
- (g) food, glass, breakable items and pets must not be brought into the pool area;
- (h) that all users of the Recreation Areas comply with any rules made from time to time by the Committee;

- (i) that an Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas.

34. Special Right - Construction/Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled to the following special rights~
 - (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property;
 - (ii) 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;
 - (iii) 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
 - (iv) to use the Common Property or other lots in the Scheme to:
 - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (2) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this By-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot Owners, of their lots and the Common Property.
- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

35. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

36. By-Laws to be Exhibited

A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

37. Speed Limits

An Owner, or Occupier of a Lot must not exceed the speed limit nominated by the Committee and agreed to by the Resident Caretaker (the *Speed Limit*) while driving any Motor Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.

38. Recovery of Monies

If a person breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Occupier of the relevant lot at the time the breach occurred.

39. Recovery of Costs

- (a) 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:
 - (i) recovering levies or monies payable to the Body Corporate
 - (ii) 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.

- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If the Owner fails to pay any such costs upon demand, the Body Corporate:
 - (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) 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.
- (e) 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.

40. Structural Matters

- (a) The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the proprietor of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this By-law will be payable by the relevant proprietor on demand.
- (b) An Owner or Occupier must not do anything to affect the structural integrity of the buildings on the Scheme Land. In particular an Owner or Occupier must not place large pots or furniture greater than 150 kg per item within their lot (including any balcony attached to it) without consent of the Committee which must not be unreasonably withheld or delayed. In granting consent, the Committee may require the Owner or Occupier to obtain an engineers certificate stating that there will be no impact on the structural integrity of the building.

41. Alterations to the Exterior of Lots

Where an Owner proposes to carry out work which will alter the exterior of any Lot, he must follow the procedure set out below:-

- (a) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) The Committee, on behalf of the Owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
- (c) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the Owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
- (d) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant Owner, the proposal will be submitted to a general meeting of the Committee for permission to proceed with the works as approved by the architect.
- (e) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the Owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the Owner to the Committee before it submits the plans and specifications to the architect for approval.

42. Auction Sales

An Owner or Occupier of a Lot must not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

43. Access by Electricity Authority

If a Lot contains a meter and/or switchboard, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

44. Bulk supply of electricity or other utility services

- (a) The Body Corporate may supply electricity or other utility services for the benefit of Owners and Occupiers and in such case this By-law will apply.
- (b) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (c) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (d) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (e) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other service will be the total of:
 - (i) the price paid by the Body Corporate for the electricity or the other service; and
 - (ii) any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of the electricity or other service.
- (g) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this Bylaw and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (h) In respect of an account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier became the Occupier of that Lot.
- (i) In the event that a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to break downs, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of the reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- (l) In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

45. Booking of Common Property

- (a) The Resident Caretaker may, at its discretion, operate a booking system, to enable Owners or Occupiers of the Scheme Land to reserve that part of the Common Property for functions from time to time. In operating such booking system the Resident Caretaker:
 - (i) will allocate bookings on a 'first come first served' basis; and
 - (ii) may require a deposit of \$100 (or other amount the Committee deems appropriate from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the Resident Caretaker, the Common Property has not been adequately cleaned after the function, or that damage has occurred to the Common Property as a result of the function, then the Resident Caretaker may withhold the deposit and apply it to such cleaning or repair.

46. Exclusive Use Area - Lake

- (a) The Occupiers of Lots are entitled to the exclusive use of that part of the Common Property (*Lake Area*) which is identified in Schedule E opposite their Lot under *By-law* 46. The following conditions apply to such use:
 - (i) the Lake Area may only be used:
 - (1) to construct a pontoon or jetty but only in accordance with approval granted by the Committee. Any approval issued by the Committee under this By-law must comply with the policy issued by the Principal Committee and any by-law of the Principal Scheme. The Owner must pay any reasonable costs of the Committee in considering any application for construction of a Structure;

- (2) for sailing or floating of non-motorised boats of a type approved of by the Committee from time to time (which approval must be consistent with any approval or policy issued by the Principal Committee from time to time);
 - (3) fishing;
 - (4) such other purposes approved of by the Committee from time to time (which approval must comply with any policy issued by the Principal Committee and any by-law of the Principal Scheme).
 - (ii) any thing in the Lake Area, including a Structure or anything placed upon that or attached to it (such as a canoe), must be kept in good condition and repair and kept clean and tidy by the Occupier and Owner of the relevant Lot. This includes renewal or replacement of anything comprised in the Structure;
 - (iii) other than as set out in this By-law 46(a), the Body Corporate must carry out its duties in respect of the Lake Area.
- (b) Where any Structure is erected in accordance with By-law 46(a)(i)(1), it may be used for any of the following purposes:
- (i) placing tables and chairs, umbrellas and planters which must be kept in good condition and repair;
 - (ii) fishing;
 - (iii) dining;
 - (iv) sunbaking;
 - (v) such other purposes approved by the Committee from time to time (which approval must comply with any policy issued by the Principal Committee or By-law applying to the Principal Scheme which relates to the Lake);
- (c) This grant of exclusive use and enjoyment is made subject to the relevant Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Lake Area for any proper purpose.
- (d) If an Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 46(a), then the Body Corporate and persons authorised by it, may enter upon the Lake Area for the purpose of carrying out the responsibilities of the Occupier and the Owner of the relevant Lot will be responsible for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

47. Exclusive Use Area — Storage

- (a) The Occupiers of Lots are entitled to the exclusive use of that part of the Common Property (*Storage Area*) which is identified in Schedule E opposite their Lot under **By-law 47**. The following conditions apply to such use:
- (i) the Storage Area may only be used for the purpose set out in Schedule E;
 - (ii) the Storage Area, and the things in it, must be kept clean and tidy and free of vermin or any other infestation.
 - (iii) improvements may be made or placed in the Storage Area but only after the approval of the Committee (which may be given with or without conditions) has been obtained. Any costs of the Committee in issuing such approval must be paid on demand;
 - (iv) the relevant Owner or Occupier must carry out the duties of the Body Corporate in respect of the Storage Area;
 - (v) the Body Corporate is not liable for any loss or damage caused to anything in the Storage Area, including loss or damage due to flooding or water entry.
- (b) This grant of exclusive use and enjoyment is made subject to the relevant Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Storage Area for any proper purpose.
- (c) If an Occupier of a Lot does not carry out its responsibilities in accordance with By-law 47(a), then the Body Corporate, and persons authorised by it, may enter upon the Storage Area for the purpose of carrying out the responsibilities of the Occupier and the Owner of the relevant Lot will be responsible for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

48. Exclusive Use Area — Courtyard

- (a) The Occupiers of Lots are entitled to the exclusive use of that part of the Common Property (*Courtyard Area*) which is identified in Schedule E opposite their Lot under **By-law 48**. The following conditions apply to such use:
- (i) the Courtyard Area may only be used for the purpose set out in Schedule E;
 - (ii) the Courtyard Area, and the things in it, must be kept clean and tidy and free of vermin or any other infestation. In particular any landscaping and lawn must be regularly fertilised, watered, tended and, in the case of lawn,

- (iii) mown regularly;
the relevant Owner or Occupier must carry out the duties of the Body Corporate in respect of the Courtyard Area

- (b) This grant of exclusive use and enjoyment is made subject to the relevant Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Courtyard Area for any proper purpose.
- (c) If an Occupier of a Lot does not carry out its responsibilities in accordance with By-law 48(a), then the Body Corporate, and persons authorised by it, may enter upon the Courtyard Area for the purpose of carrying out the responsibilities of the Occupier and the Owner of the relevant Lot will be responsible for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

49. Hard Flooring

An Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (*Works*)

50. Restricted Access Area

- (a) Any areas of the Common Property used for:
 - (i) electrical substations, switchrooms, or control panels; and
 - (ii) fire service control panels; and
 - (iii) telephone exchanges; and
 - (iv) security gate system; and
 - (v) other services to the Lots and Common Property (or either of them)

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.

- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

51. Marketing

Despite anything else contained in these by-laws, the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) can use reasonable methods in selling and marketing any lots in the Scheme.

52. Lake

- (a) In accordance with the Development Approval issued by the Council for land (which includes the Scheme Land), the management, monitoring and water quality of the Lake, and any discharge from the Lake, must comply with Councils management plan for the Lake (from time to time).
- (b) The Council (and persons authorised by it) may enter on any Lot or the Common Property to ensure that the obligations under by-law 52(a) are being complied with.
- (c) An Owner or Occupier must not:
 - (i) dispose of anything into the Lake including rubbish, plants or pollutants;
 - (ii) do anything which would interfere with the water quality of the Lake;
 - (iii) swim, or carry on any similar activity, in the Lake.
- (d) The Committee may make rules from time to time related to, or in respect, of the Lake which must be complied with by Owners and Occupiers. These rules must be consistent with any rules made by the Principal Committee.

53. Retement Wall

- (a) An Owner and Occupier together with their visitors must not cause any damage, deface or alter any Retement Wall. Where that occurs in breach of this By-law, the person responsible for it must pay for the costs of making good such alteration, defacing or damage.
- (b) The Body Corporate will engage the Principal Body Corporate to cause the Retement Wall to be kept in good repair and condition (including providing appropriate support to the relevant parts of the Scheme Land). For that purpose, all Owners and Occupiers must allow the Principal Body Corporate (and those authorised by it) access over their Lot.

54. Buffer

- (a) An Owner or Occupier of a Lot which is within the Buffer (either wholly or partly) must:
 - (i) cause the Buffer to be landscaped in accordance with Council's Landscape Plan;
 - (ii) not allow any access from the Buffer to Coombabah Reserve;
 - (iii) not Interfere with the Buffer;
 - (iv) allow Council, at all reasonable times, to enter on any part of the Lot to inspect the Buffer including, without limitation, to see if it (of anything in or on it, including vegetation and fauna) has been Interfered with.
- (b) The By-law is in accordance with the Development Approval issued for the land (which includes the Scheme Land).
- (c) For the purposes of this By-law:-

Buffer means the area identified on the plan attached to this community management statement.

Council's Landscape Plan means a landscape plan prepared or approved by Council for landscaping the Buffer. Such plan must provide, without limitation, for native endemic species to be used in the landscaping.

Interfere With includes the cutting down, lopping, poisoning, ring barking, burning, digging out, pulling out and, in relation to fauna, includes removing, destroying, maiming, frightening, disturbing and in any way interfering with nests or eggs and destroying, diminishing or removing the natural food source of the fauna. It excludes anything done with Council's consent or in accordance with Council's Landscape Plan