

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The scheme is a basic scheme and there is to be no further development of the scheme land – sections 66(1)(f) & (g) of the Act do not apply.

SCHEDULE C	BY-LAWS
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1. NOISE

- (a) An owner or occupier of a lot, his guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners and 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 quietness of any other owner or occupier of a lot at any time of day or night and, in particular, shall comply in all respects with the *Noise Abatement Act 1978*, as amended.
- (b) 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 and 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.
- (c) 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 building late at night or in the early morning hours.

2. VEHICLES

Save where an exclusive use by-law authorises him so to do, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon common property other than designated car parking spaces and except with the consent in writing of the body corporate.

3. OBSTRUCTION

An owner or occupier of a lot shall not obstruct lawful use of common property by any person.

4. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY

An owner or occupier of a lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of, or situated upon, common property; or
- (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

An owner or occupier of a lot shall 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 except with the consent in writing of the body corporate, but this by-law does not prevent an owner or person authorised by him from installing:

- (a) any locking or other safety device for protection of his lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects upon his lot,
- provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the owner and is of a colour, type and design as approved by the Committee so as to present a uniform appearance and not detract from the amenity of the building.

6. BEHAVIOUR OF INVITEES

An owner or occupier of a lot shall 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 common property.

7. DEPOSITING RUBBISH, ETC. ON COMMON PROPERTY

- (a) 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.
- (b) An owner or occupier shall not store, deposit or abandon any property or material on common property including (without limitation) furniture, equipment or building materials without the consent in writing of the Body Corporate.
- (c) If an owner or occupier breaches by-law 7(b) and the Committee cannot, after making reasonable enquiries, determine the owner or occupier to whom such property or material belongs, the Committee is irrevocably authorised to permanently remove the item or items from the common property and dispose them at the expense of the Body Corporate any time after a period of seven (7) days has elapsed from the placement of the item on the common property. If it is subsequently determined which owner or occupier the item or items belonged to, such removal and disposal costs shall be recoverable by the Body Corporate against the owner or occupier as a debt.

8. APPEARANCE OF BUILDING

- (a) An owner or occupier of a lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
- (b) All curtains or blinds on windows and glass doors must be backed in a neutral cream colour to present a standard appearance for the building. Otherwise, an owner or occupier shall not hang or install curtains, blinds, timber or other shutters, window tinting or any other form of window dressing ("window dressing") which will be visible from outside of the lot unless such window dressing is of such colour and design as shall have been approved by the Committee. An owner or occupier shall not install, renovate and/or replace any window dressing without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that window dressings approved for use in all lots shall present a uniform appearance when viewed from the common property or from outside of the Scheme.
- (c) The Manager shall be permitted, without the consent of the Committee, to display reasonable signs or notices on the Parcel for the purposes of offering for sale or lease or letting any unit in the Building provided that such signs shall be of a standard that shall not detract from the overall appearance of the development.

9. STORAGE OF FLAMMABLE LIQUIDS, ETC

An owner or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable 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.

10. GARBAGE DISPOSAL

An owner or occupier of a lot shall:

- (a) save where the body corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage;
- (d) ensure empty bottles, boxes, used containers, waste paper and similar items are stored tidily and, so far as possible, out of sight.

11. KEEPING OF ANIMALS

- 11.1 An owner or occupier of a lot shall not, without the approval in writing of the Body Corporate, keep any animal upon their lot or the common property. Any approval granted under this by-law will be subject to the following minimum conditions, which shall automatically apply to any such approval (and to such additional conditions as the Body Corporate shall determine):

- (a) A photo of the animal is provided to the Body Corporate.
 - (b) The animal shall carry a name tag identifying the animal and its owner/s or other person/s responsible for it.
 - (c) The animal must be kept in accordance with all statutory and government regulations in respect to the care, keeping and control of such animals, including the Gold Coast City Council regulations and the animal (if required) must be registered with Gold Coast City Council.
 - (d) A veterinary certificate confirming the health of the animal is to be provided to the Body Corporate prior to the approval and annually thereafter on each anniversary of the approval.
 - (e) A pest inspection certificate covering the lot occupied by the animal, confirming that it is free of animal introduced vermin, is to be provided to the Body Corporate annually on each anniversary of the approval.
 - (f) The animal must be kept within the lot and not allowed to roam, dig, soil or otherwise damage any part of the common property or another lot.
 - (g) The animal must not be left in the lot unsupervised.
 - (h) The animal must only be brought onto the common property for the purposes of traversing between the lot and outside scheme land and shall not be brought onto or near any recreational facilities, including the pool.
 - (i) When being transported across the common property, including in any lift, the animal must be carried by the person/s supervising it.
 - (j) Any animal faeces or fur deposits on the common property are to be immediately removed by the person/s supervising the animal and the relevant area cleaned to the satisfaction of the Manager and Body Corporate.
 - (k) Any animal faeces must not be disposed using the building internal garbage chute or internal garbage bin system.
 - (l) Any damage caused to the common property by the animal is to be repaired by the owner or occupier at their own cost to the satisfaction of the Body Corporate within seven (7) days.
 - (m) The keeping of the animal shall comply with these by-laws and the Act and be done in such a way so as not to cause a nuisance or hazard, nor to interfere with the use or enjoyment of another lot or the common property by a person who is lawfully on scheme land and, should any condition of the approval be breached, the approval will cease and the animal must be immediately removed from scheme land.
 - (n) The approval is given for the specific animal only. A new approval is required for any additional or replacement animal.
 - (o) Any consent can be revoked by the Body Corporate in its absolute discretion at any time.
- 11.2 Notwithstanding by-law 11.1, an owner of a lot shall not keep or bring onto scheme land any dog or other animal which is a prohibited breed or has been declared dangerous.

12. USE OF LOTS

- (a) Subject to by-law 12(b) all lots shall be used for residential purposes only and shall not be used for any other 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 parcel.
- (b) Lots 1 to 8 (inclusive), Lots 12 to 19 (inclusive), Lot 22 on BUP 106374, Lots 167 and 168 on SP 105471, Lot 169 on SP 108041, Lots 170 and 172 on SP 235704 (formerly Lot 170 on SP 108041), Lot 171 on SP 126140 (formerly Lots 23 and 38 on BUP 106374) (North Tower) and Lots 1 to 17 (inclusive) on BUP 105699 (East Tower) may be used for commercial and retail purposes only and shall not be used for any purpose which may cause a nuisance or hazard or for any illegal or immoral purposes or for any other purposes that may endanger the safety or reputation of persons residing within the parcel and in particular:
 - (i) The owners or occupiers of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower) may utilise the office and reception parts of such lots for the purposes ancillary to the management of the building and for the Manager's letting business and the owner or occupier of those parts of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower) may be licensed by any government authority or department for the conduct of any such activity within the building;

- (ii) The owners or occupiers of Lot 170 on SP 235704 (North Tower) may use parts of the Lot for the purposes of providing health and spa facilities and may also use the lot and be licensed by any appropriate authority to operate gaming machines;
 - (iii) Lot 172 on SP 235704 may be used as commercial (which includes professional) offices; and
 - (iv) The owners or occupiers of Lot 169 on SP 108041 (North Tower) may utilise the area of such lot on Level "D" as a restaurant and may be licensed by any appropriate authority to sell and serve alcohol therefrom in the restaurant and also to the common property and to the residential lots in the building.
- (c) The Body Corporate may enter into agreements from time to time with the owners or occupiers of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower) for the carrying on of the business of a real estate agency for the lots in the parcel including the provision of all other associated services commonly rendered in connection with such business. Such agreement may form part of an agreement which relates to the management or caretaking of the parcel and which may provide for remuneration to be payable by the Body Corporate.
- (d) The Body Corporate shall not conduct, nor shall it allow any other party to conduct on the common property, any form of real estate agency or provider of services in competition to the activities of the occupiers of the Manager's office and the reception parts of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower). The owners or occupiers of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower) shall be entitled to conduct the business or activity of the management of the building and the letting of lots together with the provision of all other associated services from the foyer area of the ground floor of the building at all reasonable times to the exclusion of any other party provided that such activity shall not unduly or unreasonably block any access through such area by persons utilising the lots in the building.
- (e) The owners or occupiers of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower) may install a sign or signs on the common property indicating the name of the building, the manager's activities and the position of the office.

13. PATHWAYS AND DRIVEWAYS

The pathways and driveways on the land and any easement giving access to the land shall not be obstructed by any of the owners or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, driveways and easement.

14. OBSERVANCE OF NOTICES

Owners and occupiers shall observe the terms of any notice displayed in the common area by authority of the Committee or of any statutory authority.

15. NOTICE OF ACCIDENT

An owner or occupier of a lot shall give the Committee 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 they may deem necessary for the safety and preservation of the said building as often as may be necessary.

16. NO FIRE RISKS

An owner or occupier of a lot shall not bring to do or keep anything in his lot which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any public authority for the time being in force.

17. MAINTENANCE OF LOT

- (a) Each owner and occupier shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners and occupiers through the accumulation of excess rubbish or otherwise.

- (b) All doors and windows to the premises 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.
- (c) An owner or occupier shall see that all water taps in his unit are properly turned off after use.
- (d) Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
- (e) The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings of rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage 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 members of his household or his servants or agents or guests.

18. INFECTIOUS DISEASE

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot the owner or occupier of such lot shall give, or cause to be given, 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 of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

19. STRUCTURAL ALTERATIONS

- (a) No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit and including the installation of any air-conditioning system) without the prior permission in writing of the Committee.
- (b) Outside wireless and television aerials may not be erected without written permission of the Committee.

20. COMMITTEE MAY MAKE RULES

The Committee may make rules relating to the common property and in particular to the swimming pools and recreational facilities unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

21. USE OF SWIMMING POOL AND RECREATIONAL FACILITIES

The swimming pools and associated recreational facilities shall not be used between the hours of 9.30pm and 7.00am

22. OBLIGATIONS APPLY TO TENANTS AND INVITEES

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 by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

23. DETAILS OF TENANCY

If requested by the Committee the owner shall inform the Body Corporate of details of any tenancy arranged in respect of any lot including the full name of the occupant responsible for the tenancy.

24. COPY OF BY-LAWS

A copy of these by-laws (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

25. PABX SYSTEM

Should the Manager provide a PABX system for the building then insofar as may be reasonably necessary to facilitate operation of the system the Manager shall be entitled to run cabling and wiring associated with the system across common property provided this is attended to and maintained in a manner satisfactory to the Committee.

26. SECURITY

- (a) The Committee may take all reasonable steps to ensure the security of the parcel, Body Corporate assets and the observance of these by-laws and, without limiting the generality of the foregoing, may:
 - (i) close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary basis or otherwise restrict access or use by owners or occupiers of any such part of the common property;
 - (ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - (iii) obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on common property and used in connection with the provision of security for the parcel shall, with the exception of that equipment installed upon any lot, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice except in the case where the circumstances require immediate entry, where immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.
- (d) 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 parcel. 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 same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

27. SECURITY KEYS

- (a) If the Committee, in the exercise of any of its powers under these by-laws, restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device, it may make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the Committee.
- (b) An owner of a lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or to the Body Corporate upon the occupier ceasing to be an occupier.
- (c) An owner or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- (d) An owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced.

28. RECOVERY OF MONEY FOR DAMAGE

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 an action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

29. RECOVERY OF MONEY FROM OWNERS

- 29.1 If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the by-law include any former owner or occupier of the relevant lot) due to a default by that owner or occupier in the payment of any monies to the Body Corporate or a breach of these by-laws, or for any other reasons whatsoever, such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses, which shall be a liquidated debt due and payable by the owner or occupier to the Body Corporate.
- 29.2 (a) An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:
- (i) recovering levies or monies payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the by-laws of the Body Corporate;
 - (ii) all proceedings, including legal proceedings, concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot including, but not limited to, applications for an order by the Commissioner's Office (Adjudicator's order), Queensland Civil and Administrative Tribunal or appropriate court of competent jurisdiction, including any appeals.
- (b) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:
- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any court of competent jurisdiction; and
 - (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

30. EMPOWERING BY-LAW

The Body Corporate may make agreements from time to time:

- (a) to employ, for and on behalf of the Body Corporate, such agents and servants as it thinks in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate;
- (b) with the owners or occupiers of Lot 169 on SP 108041 (North Tower) and Lot 17 on BUP 105699 (East Tower) for the letting of lots and for the conduct of other real estate and building or lot management services on such terms and conditions as the Body Corporate shall determine in general meeting, including the payment of any remuneration by the Body Corporate; and
- (c) with the owners or occupiers of Lot 170 on SP 108041 (East Tower) to allow for such party to have the conduct and control of the gymnasium area on Level "D" and to regulate its use by occupants of lots or invitees of such party. The agreement may provide for such party to install any necessary plant and equipment, to maintain the area, to regulate hours of operation of the area and to allow for payment of reasonable charges for the use of equipment.

31. AIR CONDITIONING

- (a) The Body Corporate shall:
 - (i) maintain and keep in good order and repair the air conditioning plant on the roof of the building for the provision of air conditioning to those lots and/or the common property connected thereto;
 - (ii) be entitled to separately levy on a proportionate basis each of the owners of each of the lots connected to the air conditioning system and the levies shall become debts due from such owners payable on demand;
 - (iii) ensure that air-conditioning plant is operating between the hours of 6.00am and 12 midnight each day.
- (b) The Body Corporate shall not be in breach of this by-law if the plant is not operational because of maintenance work on the plant or failure of the plant, provided that the Body Corporate takes reasonable steps to ensure any period of non-operation is minimised.

32. DEVELOPER'S DISPLAY UNIT

Whilst Silkfield Pty Limited remains an owner of any lot in the Scheme it and its respective servants and/or agents shall be entitled to utilise any lot in the Scheme of which it remains an owner as a display lot for the purpose of allowing prospective purchasers of any lot in the said Scheme to inspect such lot or lots, and further shall be entitled to place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

33. SUPPLY OF ELECTRICITY

The Body Corporate may, pursuant to section 167 of the Regulation Module, purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy maintenance system (hereinafter called "EMS") in the Scheme, and in such case the following shall apply:

- (a) each owner shall purchase and use all electricity consumed in his lot direct from the Body Corporate and shall not purchase electricity from any other source;
- (b) the Body Corporate shall arrange for the installation of a separate electricity meter for each lot;
- (c) the Body Corporate shall not be required to supply to any owner electricity requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (e) to the extent allowed under the Regulation Module, the Body Corporate may charge owners for the supply of reticulated electricity, including the cost of purchasing reticulated electricity, the installation, maintenance and operation of utility infrastructure associated with the service, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts;
- (f) the Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (g) liability to pay an account rendered in relation to a lot pursuant to this by-law is enforceable jointly and severally against the owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;
- (h) in the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment, then the Body Corporate shall be entitled to:
 - (i) recover the amount of the unpaid amount or amounts (whether or not normal 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 to the relevant lot;
- (i) An owner or occupier 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 Act, the Body Corporate shall be entitled to enter a lot to inspect any electrical installations;
- (j) For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations 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.

34. EXCLUSIVE USE AREAS

- (a) The owner for the time being of the lots in the Scheme identified in Part A of Schedule E of this statement shall be entitled to the exclusive use for himself and his licensees of the car space or spaces identified for such lots in that Schedule. Each owner whom exclusive use is given pursuant to this by-law shall:
 - (i) use such space or spaces for the purpose of car parking only;
 - (ii) keep such space or spaces in a clean and tidy state at all times;
 - (iii) not litter such space or spaces or so use the same as to create a nuisance,but otherwise the Body Corporate shall be responsible for the maintenance of and operating costs for the part of the common property to which this by-law applies.

- (b) The owner for the time being of the lots in the Scheme identified in Part B of Schedule E of this statement shall be entitled to the exclusive use for himself and his licensees of the storage area identified for such lots in the Schedule. Each owner to whom exclusive use is given pursuant to this by-law shall:
- (i) use such space or spaces for storage purposes only;
 - (ii) keep such space or spaces in a clean and tidy state at all times;
 - (iii) not litter such space or spaces or so use the same as to create a nuisance,
- but otherwise the Body Corporate shall be responsible for the maintenance of and operating costs for the part of the common property to which this by-law applies.
- (c) The owner of Lot 171 on SP 126140 shall have and be entitled to the exclusive use for themselves and their licensees of all those car spaces identified in Part C of Schedule E of this Statement. The owner of Lot 171 on SP 126140 may:
- (i) utilise the exclusive use areas as a commercial car park for which the owner may charge and retain payments; and
 - (ii) install and operate, at its own cost, on or across the common property adjacent to and/or within the area identified in Part C of Schedule E of this Statement, fixtures and fittings including barrier gates, ticket booths, security systems, lighting and any other items deemed necessary by the owner for the operation of the area as a commercial car park, PROVIDED the owner of Lot 171 installs any such fixtures and fittings either:
 - (1) generally in the locations previously approved by the Body Corporate, subject to necessary tolerances or adjustments in order to comply with any Australian Standard; or
 - (2) such other location as might be determined by the owner of Lot 171 and approved by the Body Corporate, which approval the Body Corporate will not withhold, subject to the fixtures and fittings being installed in such locations and in such a manner as not to obstruct or otherwise interfere with vehicular access to and from areas other than those car spaces identified in Part C of Schedule E of this Statement.
- (d) The owner of Lot 171:
- (i) shall keep the areas adjacent to and/or within the area identified in Part C of Schedule E of this Statement in a clean and tidy state at all times and shall not litter the same or so use the same as to create a nuisance;
 - (ii) shall be responsible for:
 - (1) maintenance and operating costs, including the cost of implementing and maintaining line markings and signage necessary for the efficient function of a commercial car park;
 - (2) the costs of capital works, maintenance and/or repairs;
 - (3) the cost of installation of fixtures and fittings by the owner of Lot 171; and
 - (4) any other costfor the part of the common property identified in Part C of Schedule E of this Statement, but only to the extent that any such cost is solely attributable to the use of the area identified in Part C of Schedule E of this Statement by the owner of Lot 171 or its licensees;
 - (iii) shall not be responsible for any cost, including those costs referred to at paragraph (ii) above, to the extent that any such cost is:
 - (1) attributable to general wear and tear; and/or
 - (2) in any way related to damage to the concrete slab and/or surfaces (excluding any costs attributable under common law or legislation to the negligence of the owner of Lot 171 or its licensees); and/or
 - (3) in relation to drainage and sewer pits, fire sprinkler systems or any like services (excluding any costs attributable under common law or legislation to the negligence of the owner of Lot 171 or its licensees).
- (e) The owner of Lot 171 on SP 126140 shall have and be entitled to the exclusive use for themselves and their licensees of all those car spaces identified in Part D of Schedule E of this Statement. The owner of Lot 171 on SP 126140 may:
- (i) utilise the exclusive use areas as a commercial car park for which the owner may charge and retain payments; and
 - (ii) install and operate, at its own cost, on or across the common property adjacent to and/or within the area identified in Part D of Schedule E of this Statement, fixtures and fittings including barrier gates, ticket booths, security systems, lighting and any other items deemed necessary by the

owner for the operation of the area as a commercial car park, PROVIDED the owner of Lot 171 installs any such fixtures and fittings either:

- (1) generally in the locations previously approved by the Body Corporate, subject to necessary tolerances or adjustments in order to comply with any Australian Standard; or
- (2) such other location as might be determined by the owner of Lot 171 and approved by the Body Corporate, which approval the Body Corporate will not withhold, subject to the fixtures and fittings being installed in such locations and in such a manner as not to obstruct or otherwise interfere with vehicular access to and from areas other than those car spaces identified in Part D of Schedule E of this Statement.

(f) The owner of Lot 171:

(i) shall keep the areas adjacent to and/or within the area identified in Part D of Schedule E of this Statement in a clean and tidy state at all times and shall not litter the same or so use the same as to create a nuisance;

(ii) shall be responsible for:

- (1) maintenance and operating costs, including the cost of implementing and maintaining line markings and signage necessary for the efficient function of a commercial car park;
- (2) the costs of capital works, maintenance and/or repairs;
- (3) the cost of installation of fixtures and fittings by the owner of Lot 171; and
- (4) any other cost

for the part of the common property identified in Part D of Schedule E of this Statement, but only to the extent that any such cost is solely attributable to the use of the area identified in Part D of Schedule E of this Statement by the owner of Lot 171 or its licensees;

(iii) shall not be responsible for any cost, including those costs referred to at paragraph (ii) above, to the extent that any such cost is:

- (1) attributable to general wear and tear; and/or
- (2) in any way related to damage to the concrete slab and/or surfaces (excluding any costs attributable under common law or legislation to the negligence of the owner of Lot 171 or its licensees); and/or
- (3) in relation to drainage and sewer pits, fire sprinkler systems or any like services (excluding any costs attributable under common law or legislation to the negligence of the owner of Lot 171 or its licensees).

(g) The owner for the time being of Lots 4, 5, 8 and 10 on BUP 105699 and Lot 148 on BUP 106374 in the Scheme identified in Part E of Schedule E of this statement shall be entitled to the exclusive use for himself and his licensees of the storage area identified for such lots in the Schedule. Each owner to whom exclusive use is given pursuant to this by-law shall be responsible for the maintenance and upkeep for the part of the common property to which this by-law applies.

35. SPECIAL PRIVILEGES AND OBLIGATIONS FOR COMMERCIAL LOTS AS TO COMMON PROPERTY

(a) Lots 1 to 8 (inclusive), Lots 12 to 19 (inclusive) and Lot 22 on BUP 106374, Lot 171 on SP 126140 (formerly Lots 23 & 38 on BUP 106374) (North Tower), Lots 167 and 168 on SP 105471, Lot 169 on SP108041 (North Tower), Lots 170 and 172 on SP235704 (formerly Lot 170 on SP108041) and Lots 1 to 17 (inclusive) on BUP 105699 (East Tower), or any lots created by the amalgamation or resubdivision of these lots, are designated as commercial lots ("the commercial lots") and the owners and occupiers of those lots shall have the rights and obligations set out under this by-law in respect to those areas of the common property on the ground level of the Scheme identified as areas C1, C2, C3 and C4 on attached plan "AA" and C5, C6, C7 and C8 on attached plan "BB" ("the commercial common property").

(b) The owners and occupiers of the commercial lots may utilise the areas immediately adjacent to their shop fronts to:

- (i) display goods in the reasonable conduct of their business, but not conduct the selling of goods therefrom;
- (ii) set out tables and chairs and serve food and drink items to customers;
- (iii) replace, repair or redecorate the shop fronts of their lots and annex reasonable signs thereto. However no signs shall be affixed without the prior approval in writing of the Committee as to the size, content and appearance of such sign or signs, which consent shall not be unreasonably withheld.

In exercising these rights, the owners and occupiers of the commercial lots must comply with all reasonable rules or directions made by the Body Corporate or the Committee and must not impede or interrupt the flow of pedestrian traffic to other lots. "Adjacent to their shop fronts" shall mean within straight lines drawn as extensions of the side boundaries of the lots where the boundaries meet the shop front.

- (c) The owners of the commercial lots shall each:
 - (i) maintain the commercial common property so used in a clean and neat condition at all times; and
 - (ii) pay on demand to the Body Corporate the proportionate costs of the air conditioning, lighting, security, cleaning, repair, decoration and refurbishment of the commercial common property area.
- (d) The Body Corporate shall seek and comply with the reasonable wishes of the owners of the commercial lots for the conduct and design of any refurbishment as well as for the care and maintenance of the commercial common property area.
- (e) The Body Corporate shall separately account to the owners each year in its annual accounts for money received and expended under this by-law and its budget each year for its expected expenditure.
- (f) If requested by at least 25% of the owners of the commercial lots, or by owners controlling 25% of the unit entitlement of the commercial lots, the Body Corporate shall call a separate meeting of the owners of the commercial lots regarding matters raised by such owners and the Body Corporate shall comply with the majority decision of the commercial lot owners made on the basis of one vote per commercial lot owner for those cast.
- (g) The owner or the occupier of any commercial lot shall be responsible for the removal of all waste material resulting from a commercial operation in the lot to a location nominated by the Body Corporate or its Manager within the common property and shall comply with the reasonable requirements of the Body Corporate in respect of such waste material. If the owner or occupier fails to comply with this by-law then the Body Corporate's costs of compliance shall be paid by the owner of the said lot as a debt immediately due and payable.
- (h) The owner of each of the commercial lots shall be responsible for the cleaning of all their associated waste outlets including grease traps, waste traps and the like and the cost incurred by the Body Corporate as a result of any failure to comply shall be paid by the owner of such lot as a debt immediately due and payable. The Body Corporate may make a reasonable pro rata sharing of the cost if more than one lot is connected to any such waste outlet.
- (i) There shall not be any improvements or fittings made or attached to the common property or any goods stored on the common property except in accordance with this by-law.
- (j) The proportionate responsibility of each owner for payment of moneys shall be calculated as the proportion which the floor area of each commercial lot bears to the total floor area of the commercial lots.

36. EXTERNAL AWNING AND DROP DOWN CURTAIN DESIGN FOR COMMERCIAL LOTS

- 36.1 An owner or occupier must not install and/or alter the external awning and/or drop down curtain without the written approval of the Committee.
- 36.2 The following guidelines are to be adhered to by owners and occupiers with regards to new installations and/or alterations of same:
 - (a) Obtain the specific guidelines from the Body Corporate.
 - (b) Present preliminary drawings to the Body Corporate for concept approval.
 - (c) Once preliminary/concept approval from the Body Corporate has been provided, then the original and a copy of the full drawings with engineers report is to be presented to the Body Corporate for final approval of same. This will need to include a copy of all federal government, state government and Gold Coast City Council approvals as required and a safety report for the installation and/or removal of awnings.
 - (d) Before and after photos are required.
 - (e) A construction timetable is to be presented to both the Body Corporate and Manager to approve.
 - (f) One (1) weeks notice is required to be provided to the Manager and adjacent lot owners prior to construction commencement.
 - (g) Construction work is not to commence before 7.00am and must cease by 5.00pm, Monday to Friday, and no construction works are permitted to be carried out on Saturday or Sunday.
 - (h) All tradesmen will be required to provide a copy of their relevant insurance to the Manager prior to the commencement of any work.

- (i) All rubbish and/or any other material is to be removed from site and is not permitted to be disposed of in Body Corporate bins.

36.3 The granting of any approval by the Committee does not in any way relieve an owner or occupier of his or her responsibility under any other by-laws.

37. HARD FLOORING

37.1 An owner or occupier must not install, 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") unless the owner or occupier has first obtained the written approval of the Committee.

37.2 Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions apply:

- (a) The measurements for sound insulation between lots when the Works are completed must be equal to or achieve a lower number than the following performance specification:

AREA	LnT,w + CI
Kitchen	62
Lounge/Bedroom	62

("the Australian Standard")

- (b) This sub-by-law only applies to Works commenced after the registration of this by-law 37. Following the installation of the Works, the owner or occupier must provide the Committee with a letter from the installer detailing the work performed and the products used and stating that the Works comply with the Australian Standard.
- (c) If the Committee acting reasonably believes that the Works have reduced the peaceful enjoyment of another owner's lot, then the owner or occupier must at its own cost have the LnT,w + CI determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The owner or occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
- (d) Where the LnT,W + CI of the completed Works is less than the Australian Standard, and the Committee acting reasonably believes that the Works have reduced the peaceful enjoyment of another owner's lot, the owner or occupier must, within a reasonable time and at its own cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements of the Australian Standard. Following any such remedial action being taken, the provisions of sub-paragraph (c) must again be complied with by the owner or occupier.
- (e) Where the Works are installed and the Australian Standard is met along with any other conditions imposed by the Committee, the Body Corporate or its representative must notify the Body Corporate insurers of the installation of the Works and the owner or occupier will be liable for any increase in premium as a result of the installation of the Works.

37.3 An owner or occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the lot to another lot.

37.4 The granting of any approval by the Committee does not in any way relieve an owner or occupier of his or her responsibility under any other by-laws.

38. INTERPRETATION

38.1 For the purposes of these by-laws, words importing any number or gender or a person shall include any other number or person, whether natural or otherwise.

38.2 In these By laws, except where inconsistent with the context, the following terms have the following meanings:

- (a) "**Act**" means the *Body Corporate and Community Management Act 1997* and the Regulation Module thereunder, as amended from time to time;
- (b) "**Committee**" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

- (c) **"Manager"** means the person or corporation who has been appointed by the Body Corporate to carry out the caretaking, sale and letting of lots in the parcel.
- (d) **"Regulation Module"** means the Regulation Module identified in Item 2 of the Community Management Statement to which these by-laws are annexed.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Area	Plan
PART A (BY-LAW 34(a))		
North Tower		
Lot 2 in BUP 106374	Car space no. 349	On Plan "C"
Lot 3 in BUP 106374	Car space no. 350	On Plan "C"
Lot 4 in BUP 106374	Car space no. 351	On Plan "C"
Lot 24 in BUP 106374	Car space no. 106	On Plan "A"
Lot 25 in BUP 106374	Car space no. 107	On Plan "A"
Lot 26 in BUP 106374	Car space no. 108	On Plan "A"
Lot 27 in BUP 106374	Car space no. 109	On Plan "A"
Lot 28 in BUP 106374	Car space no. 110	On Plan "A"
Lot 29 in BUP 106374	Car space no. 111	On Plan "A"
Lot 30 in BUP 106374	Car space no. 112	On Plan "A"
Lot 31 in BUP 106374	Car space no. 113	On Plan "A"
Lot 32 in BUP 106374	Car space no. 114	On Plan "A"
Lot 33 in BUP 106374	Car space no. 115	On Plan "A"
Lot 34 in BUP 106374	Car space no. 116	On Plan "A"
Lot 35 in BUP 106374	Car space no. 117	On Plan "A"
Lot 36 in BUP 106374	Car space no. 118	On Plan "A"
Lot 37 in BUP 106374	Car space no. 120	On Plan "A"
Lot 39 in BUP 106374	Car space no. 121	On Plan "A"
Lot 40 in BUP 106374	Car space no. 122	On Plan "A"
Lot 41 in BUP 106374	Car space no. 123	On Plan "A"
Lot 42 in BUP 106374	Car space no. 124	On Plan "A"
Lot 43 in BUP 106374	Car space no. 125	On Plan "A"
Lot 44 in BUP 106374	Car space no. 126	On Plan "A"
Lot 45 in BUP 106374	Car space no. 127	On Plan "A"
Lot 46 in BUP 106374	Car space no. 128	On Plan "A"
Lot 47 in BUP 106374	Car space no. 129	On Plan "A"
Lot 48 in BUP 106374	Car space no. 130	On Plan "A"
Lot 49 in BUP 106374	Car space no. 131	On Plan "A"
Lot 50 in BUP 106374	Car space no. 132	On Plan "A"
Lot 51 in BUP 106374	Car space no. 133	On Plan "A"
Lot 52 in BUP 106374	Car space no. 134	On Plan "A"
Lot 53 in BUP 106374	Car space no. 135	On Plan "A"
Lot 54 in BUP 106374	Car space no. 136	On Plan "A"
Lot 55 in BUP 106374	Car space no. 137	On Plan "A"
Lot 56 in BUP 106374	Car space no. 138	On Plan "A"
Lot 57 in BUP 106374	Car space no. 139	On Plan "A"
Lot 58 in BUP 106374	Car space no. 140	On Plan "A"
Lot 59 in BUP 106374	Car space no. 141	On Plan "A"
Lot 60 in BUP 106374	Car space no. 142	On Plan "A"
Lot 61 in BUP 106374	Car space no. 143	On Plan "A"
Lot 62 in BUP 106374	Car space no. 144	On Plan "A"
Lot 63 in BUP 106374	Car space no. 145	On Plan "A"
Lot 64 in BUP 106374	Car space no. 146	On Plan "A"