The Original Owner has not determined how Stage 3 (noted above as the balance development lot) is to be developed.

18. Exclusive Use and Special Rights Allocation

(a) The Scheme Land is being developed in stages.

(b) A new survey plan will be registered to create additional lots for each stage of the Community Titles Scheme and a new community management statement will be recorded for each stage.

(c) Each new community management statement recorded in respect of the development of a stage of the Scheme Land may include new exclusive use or special rights allocations which may not be limited to new and/or additional exclusive use or special rights allocations covering the Lots newly created by registration of the new Survey Plan for that stage of the Scheme Land or for any other stage.

(d) The Lot owners agree to give their consent to the recording of any new community management statement that may be required to allow the Original Owner to complete its development of the Scheme Land.

19. Services Location Diagrams

If because of the establishment of a new service easement or easements for the Community Titles Scheme, the body corporate must prepare a new services location diagram showing the location of the new easement or easements and the body corporate must lodge a request to record a new community management statement for the Community Titles Scheme including the new services location diagram within 1 year after the new service easement or easements are established, in accordance with section 70 of the Act.

SCHEDULE C BY-LAWS

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions**

In these By-laws:

(1) **Act** means *Body Corporate and Community Management Act 1997'* or legislation which replaces it;

(2) **Body Corporate** means the body corporate for the Scheme;

(3) **Body Corporate Manager** means the person engaged by the Body Corporate as the body corporate manager for the Scheme;

(4) **Body Corporate Asset** means a body corporate asset of the Scheme;

(5) **Committee** means the committee of the Body Corporate elected in accordance with the Act;

(6) **Common Property** means the Common Property of the Scheme and where the context requires, includes the Shared Facilities;

(7) **Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;

(8) **Development Approvals** means any development approval or permit for the development of the Scheme;

(9) **Improvements** means:

(a) any addition or alteration to the Common Property or any Body Corporate Asset; or

(b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property;

(10) **Invitees** means any tenant, guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or Common Property with or without invitation;

Title Reference TO ISSUE FROM 51364227

(11) **Letting Agent** means the person who from time to time holds an authorisation to act as the Letting Agent for the Scheme;

(12) **Lot** means a Lot in the Scheme;

(13) **Module** means the Regulation Module applicable to the Scheme described in Item 2 of the Community Management Statement;

(14) **Occupier** means occupier as defined in Schedule 6 of the Act;

(15) **Original Owner** carries the same definition as in the Act;

(16) **Owner** means the registered owner of a Lot and includes where the context requires an Occupier of that Lot;

(17) **Recreation Area** means any area that is Common Property for the use of Occupiers for recreational purposes;

(18) **Requirement** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

(19) **Scheme** means The Plains Residences Community Titles Scheme;

(20) **Service Contractor** means the person or corporation appointed by the Body Corporate from time to time as Service Contractor to, amongst other things, keep the Common Property maintained and in good order and repair;

(21) **Service Infrastructure** means any infrastructure for the provision of Services to the Scheme or any Lot;

(22) **Services** means all gas, electricity, telephone, water, sewerage, stormwater drainage, disposal of garbage, irrigation systems, computer, data and television services, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

(23) **Shared Facilities** are the shared areas, access, Services, communal facilities, machinery, equipment and other facilities on the Common Property for the use of Occupiers; and

(24) **Works** means in relation to a Lot or an area allocated to a Lot as an exclusive use area:

(a) structural alterations;

(b) alterations or replacement of the floor finish in the Lot installed by the Original Owner;

(c) works associated with any Services; or

(d) installation of any structure whether or not it is a fixture.

1.2 **Interpretations**

(1) Reference to:

(a) the singular includes the plural, and the plural includes the singular;

(b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and

(c) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:

(i) that Statutory Provision as amended or re-enactment from time to time; and

(ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.

(2) "Including" and similar expressions are not words of limitation.

Title Reference TO ISSUE FROM 51364227

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.

(5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. NOISE

2.1 No Interference

An Owner must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Community Property.

2.2 Specific Requirements

An Owner must ensure:

(1) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Owner or its invitees in the Lot is kept at a reasonably low level at all times;

(2) no social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;

(3) no musical instrument is practised in the Lot between 10.00pm and 8.00 am; and

(4) any invitee departing the Lot after 11.00pm leaves quietly.

2.1 Unavoidable Noise

In the event of any unavoidable noise in a Lot, the Owner must take all practical steps to minimise such noise or likely annoyance to other Owners including the closing of doors and windows and curtains in the Lot.

3. OBSTRUCTION OF COMMON PROPERTY

An Owner must not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:

(1) the Common Property or any Body Corporate Asset; or

(2) any easement giving access to a Lot or the Common Property.

4. PARKING OF VEHICLES

4.1 Heavy Vehicles

Heavy vehicles (over 2 tonnes tare) may not be brought onto the Common Property.

4.2 Car Space Allocation

Vehicles may not be parked on the Common Property except:

(1) on areas designated by the Body Corporate as "visitor parking areas"; and

(2) in car spaces allocated to the Lots.

4.3 Visitor Parking

An Owner or Occupier must not park vehicles in car parking designated for visitor parking and in the event an Owner or Occupier is in breach of this By-law, the Body Corporate reserves the right to have the vehicle removed at the Owner's or Occupier's cost.

4.4 **Licensed Driver**

A vehicle may only be driven on the Common Property by a licensed driver and only if the vehicle may be lawfully driven on a public road.

4.5 **Traffic Signs and 10kph**

All drivers must comply with traffic signs. The maximum speed limit on the Common Property is 10 kph.

4.6 **Carwash Bays**

Areas designated by the Body Corporate as car wash bays may only be used for washing cars. Car washing must be done promptly and all rubbish removed from the designated area.

5. USE OF COMMON PROPERTY

An Owner and Invitees must:

(1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;

(2) comply with all directions and rules of the Body Corporate relating to the conduct on the Common Property or use of any Body Corporate Asset;

(3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets; and

(4) not smoke cigarettes and the like on the Common Property.

6. IMPROVEMENTS TO COMMON PROPERTY

6.1 **Committee Approval**

An Owner must not make any improvements (including the installation of air-conditioning equipment) without the prior written consent of the Committee.

6.2 **Conditions of Approval**

In giving its consent to any Improvement, the Committee may:

(1) impose conditions to apply to the construction of the Improvements;

(2) obtain advice from consultants; and

(3) recover the Costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.

6.3 **Maintenance of Improvements**

Any Improvement made or sought to be made by an Owner:

(1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and

(2) comply with all Requirements.

6.4 **Body Corporate May Remove Unauthorised Improvement**

The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

7. DAMAGE TO LAWNS, GARDENS AND LANDSCAPING

7.1 **Damage**

The Owner must not, without the Body Corporate's written approval:

(1) damage a lawn, garden, tree, shrub, plant or landscaping on the Common Property; or

(2) use a part of the Common Property as a garden.

Title Reference TO ISSUE FROM 51364227

7.2 **Period of Approval**

An approval under By-law 7.1 must state the period for which it is given.

7.2 **Cancellation of Approval**

However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner.

8. DAMAGE TO COMMON PROPERTY

An Owner must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

9. APPEARANCE OF LOT

9.1 **External Appearance of Lot**

An Owner must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

9.2 **Body Corporate Approval**

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

(1) hand washing, bedding or other cloth articles on Common Property or any part of the Lot other than the washing line affixed to the balcony (if any);

(2) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme land, or place it on Land adjoining the Common Property (e.g. footpath);

(3) enclose any deck or balcony areas of the Lot;

(4) place or construct any improvement on the Lot which can be seen from outside the Lot;

(5) affix any antenna or aerial to the Lot;

(6) affix shutters, awnings, tinting or security screens on any door or window;

(7) hang any curtains in the Lot, except curtains with a white backing;

(8) alter any landscaping or garden; or

(9) remove any existing or construct any fixed or operable screens to the outdoor clothes drying facility or other mechanical plant (if any).

9.3 **Removal of Items**

The Body Corporate may remove any item which changes the external appearance of a Lot to which it has not consented at the expense of the Owner. An Owner must return the Common Property or that part of the Lot to its original condition when the item is removed.

9.4 **Security Screens**

Only security screens which have the appearance of insect screens and do not detract from the appearance of the building will be approved. Diamond mesh security screens will only be approved where the colour is consistent with the colour of the window frames. Grills and similar coverings will not be approved.

9.5 **Deck and Balcony Areas**

The Body Corporate will not give approval for any deck and balcony areas to be enclosed by permanent fixtures such as shutters, louvres, glass panelling or the like.

9.6 **Clothes Drying Areas**

An Owner must not remove any fixed or operable screens incorporated into the building design which screens the clothes drying facility from public view.

9.7 **Air Conditioning Units or Other Mechanical Equipment**

An Owner must not remove any enclosure or screening of air conditioning units or other mechanical equipment.

9.8 **Applications**

The Body Corporate will not consider giving approval to any application made under By-law 9.2(2) until 12 months after establishment of the Scheme.

10. BEHAVIOUR OF INVITEES

10.1 **Peaceful Enjoyment**

An Owner must take all reasonable steps to ensure that Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

10.2 **Compensation**

The Owner is liable to compensate the Body Corporate in respect of all damage to the Common Property or damage to the Body Corporate Assets caused by the Owner or the Owner's Invitee.

10.3 **Comply with By-Laws**

Each Owner must take all reasonable steps to ensure that any Occupier and Invitee complies with these By-laws.

10.4 **Occupiers and Invitees**

The duties and obligations imposed by these By-laws on an Owner must be observed not only by the Owner but also the Occupiers and Invitees.

11. GARBAGE DISPOSAL

An Owner must:

(1) if no receptacle is provided by the Body Corporate, maintain a receptacle for garbage in a clean and dry condition, and adequately covered within the Owners Lot, or and the part of the Common Property se aside for garbage receptacles;

(2) comply with all Requirements relating to the disposal of garbage including any Requirement of the Body Corporate and arrange for a regular removal of garbage from the Lot.

(3) ensure that the health, hygiene and comfort of other persons is not adversely affected by the disposal of the Owners garage;

(4) use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implement by the Local Authority;

(5) not throw or allow any paper, rubbish or cigarette butts or other refuse to fall out of any window, door or balcony of the Lot; and

(6) not deposit any rubbish, trade waste, refuse or other material on the Common Property.

12. KEEPING ANIMALS

12.1 **Body Corporate Approval**

Subject to the Act, an Owner must not, without the Body Corporate's written approval, in its absolute discretion:

(1) bring or keep an animal on the Lot or the Common Property; and

(2) permit invitees to bring or keep an animal on the Lot or Common Property.

12.2 **Conditions of Approval**

An approval given by the Body Corporate under By-law 12.1 must be on the following conditions:

(1) the relevant animal must be restricted to the Occupier's Lot and any area set aside for the exclusive use of that Lot, other than carparks;

(2) the animal must be properly restrained or controlled at all times;

(3) the Occupier or Invitee must prevent the animal from causing a nuisance, by noise or otherwise, at all times; and

(4) the approval relates only to the specified animal.

12.3 **Removal of Animal**

If any of the conditions specified in By-law 12.2 are contravened, the Body Corporate or the Committee may after two warnings to the Occupier require the immediate and permanent removal of the animal from the Lot and Common Property.

13. STORAGE OF FLAMMABLE MATERIALS

13.1 **Committee Approval**

An Owner must not, without the Committee's written approval, store a flammable substance on the Common Property.

13.2 **Storage of Flammable Substance**

An Owner must not, without the Committee's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

13.3 **Non-Application of By-Law**

However, By-law 13.1 and 13.2 do not apply to storage of fuel in:

(1) a fuel tank of a Vehicle, boat or internal combustion engine; or

(2) a tank kept on a Vehicle or boat in which fuel is stored under requirements of the law regulating the storage of flammable liquid.

14. STRUCTURAL ALTERATTIONS OR RENOVATIONS

14.1 **Committee Approval**

An Owner must not undertake any Works without first obtaining the written consent of the Committee. When requesting the Committee's approval, the Owner must provide to the Committee the following minimum information in relation to the proposed Works:

(1) plans of the proposed Works;

(2) a proposed construction timetable; and

(3) details of the contractors to undertake the proposed Works.

14.2 **Committee to Act Reasonably**

In giving its consent to any Works to be undertaken by the Owner, the Committee:

(1) must act reasonably; and

(2) may impose conditions to apply to the construction of the Works.

14.3 **Conditions of Approval**

In addition to any conditions imposed by the Committee under By-law 14.2, the Owner must ensure that the approved Works are undertaken:

(1) in a proper workmanlike manner;

(2) in accordance with the plans and specifications approved by the Committee;

(3) in accordance with all Requirements; and

(4) without any interference to the Services.

14.4 **Rectification of Works**

An Owner must rectify to the satisfaction of the Committee and at the cost of the Owner any damage caused to the Common Property as a result of the construction of the Works.

14.5 **Floor Finish**

Where the Committee consents to the alteration or replacement of the floor finish in a Lot, the Committee may impose the following conditions for the Works in addition to any other conditions the Committee may require in giving its consent:

(1) the Weighted Standardised Impact Sound Pressure Level ("LNTW") of the Works when completed must not be more than 50;

(2) the Owner must at its cost engage an accredited acoustic consultant approved by the Committee to determine the LNTW following installation of the Works and provide a copy of the report to the Committee within 7 days of receiving it;

(3) if the LNTW of the Works is more than 50, the Owner must, within a reasonable time and at its cost, remove the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with this By-law;

(4) following completion of any remedial Works required, the Owner must provide a further report of the LNTW to the Body Corporate and otherwise must continue to carry out the Works necessary to comply with this By-law; and

(5) the Owner must pay to the Body Corporate any increase in its insurance premium as a result of the Works carried out under this By-law.

15. AUCTION SALE

15.1 **Committee Consent**

An Owner must not allow any auction sale to be conducted within the Owner's Lot or from the Common Property without the prior written consent of the Committee.

15.2 **Compensation**

At any auction sale an Owner must compensate the Body Corporate for all damage to the Common Property cause by Invitees.

15.3 **Comply with By-Laws**

At any auction sale an Owner must take all reasonable steps to ensure that Invitees comply with the By-laws. flammable liquid.

16. USE OF LOTS

16.1 **Compliance**

An Owner and Invitees must:

(1) observe all Requirements in connection with the use of the Owner's Lot;

(2) maintain the Owner's Lot in good order and conditions;

(3) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;

(4) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;

(5) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;

(6) keep windows clean and promptly replace with fresh glass of the same kind and weight as originally installed if any windows are broken or cracked;

(7) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;

(8) not cause disturbance to other persons lawfully using any Lot or Common Property; and

(9) not overload any Services or Services Infrastructure.

16.2 **Residential Purposes**

All Lots may only be used for residential purposes.

17. USE OF SERVICES

All Owners and Invitees must:

(1) observe all Requirements in the use of the Services;

(2) not use the Services for any purpose other than the purposes for which they were constructed;

(3) not overload any Services or Service Infrastructure; and

(4) not waste water and ensure that all water taps in the Lot are turned off when not in use.

18. RIGHT OF ENTRY

18.1 Entry by Body Corporate

The Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

(1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and

(2) carry out any repairs, alterations, renovations, extensions or Works in relation to any Services or Service Infrastructure.

18.2 Emergency

In case of emergency no notice will be required under By-law 18.1.

18.3 Payment by Owner

Anything undertaken by the Body Corporate under this By-law will be paid for by the Owner where the need for the Body Corporate to do that thing is due to any act or default of the Owner.

18.4 Inconvenience

In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Owner as is reasonable in the circumstances.

19. BODY CORPORATE RIGHTS

19.1 Security of Lots

The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner including, without limitation:

(1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;

(2) allowing a designated part of the Common Property to be used by any security person firm or company;

(3) obtaining, installing and maintaining locks, alarms, communications systems and other security devices; or

(4) determining rules under which persons are given access to any part of the Common Property.

19.2 Repairs by Body Corporate

The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

20. REQUEST TO SECRETARY

An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Committee to the secretary or Body Corporate Manager.

21. NOTICES

Owners must comply with notices displayed on the Common Property by the Body Corporate or any statutory authority.

Title Reference TO ISSUE FROM 51364227

22. COPY OF BY-LAWS

An Owner must provide any Occupier of its Lot with a copy of these By-laws.

23. POWER OF COMMITTEE

The Committee may make rules (in addition to those specifically provided for elsewhere in these By-laws) relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirement and those rules are binding on the Owners.

24. RECOVERY OF COSTS

If requested by the Body Corporate, an Owner must pay to the Body Corporate as a liquidated debt immediately due and owing the Body Corporate's Costs of:

(1) recovering levies or other monies payable by that Owner to the Body Corporate;

(2) undertaking an obligation of that Owner under the Act, the Module or these By-laws; or

(3) remedying a breach by that Owner of the Act, the Module or these By-laws.

25. INTEREST

The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other moneys payable by an Owner to the Body Corporate.

26. CONSTRUCTION / SALE OF LOTS

26.1 Original Owner

The Original Owner, its contractors, agents and those authorised by it may:

(1) use any Lot it owns in the Scheme as a display Lot and sales Lot;

(2) place any signs and other advertising and display material in and about the Lot or the Common Property;

(3) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot is owns in the Scheme;

(4) carry out building (including construction) of any Improvements and no objection will be made to the noise, nuisance and other inconvenience which might arise from the works; and

(5) use the Common Property and other Lots in the Scheme to:

(a) give access to and from any part of the Common Property with or without vehicles and equipment, and

(b) store building materials, vehicles, equipment or fill on the Common Property.

26.2 Prevent Undue Interference

In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Owners of their Lots and the Common Property.

26.3 Original Owner Direction

While any construction or building operations are occurring, Owners, Occupiers and Invitees to the Scheme must comply with the reasonable direction of the Original Owner (or persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

27. BICYCLES

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

(1) ride a bicycle, skateboard, scooter, or rollerblades, on the Common Property; or

(2) permit an Invitee to ride a bicycle, skateboard, scooters, or rollerblades, on the Common Property.

28. SECURITY SYSTEM

28.1 **Security**

The Body Corporate is empowered to operate a security system under which:

(1) parts of the Common Property are secured against entry by unauthorised persons; and

(2) locks and other security devices or procedures are used to implement the security system.

28.2 **Body Corporate Not Liable**

The Body Corporate is not liable for any loss or damage suffered to persons or property because:

(1) the security system fails or there is unauthorised entry to any part of the Common Property; or

(2) the security system is not operating.

28.3 **Operation of Security System**

The Committee may employ servants or agents to operate the security system.

28.4 **Entry onto Lot**

Each Owner must allow the Body Corporate or its servants or agents upon the giving of reasonable notice (except in the case of an emergency) to enter onto a Lot to attend to the repair and maintenance of any security system.

29. SUPPLY OF SERVICES

29.1 **Body Corporate may Supply System**

The Body Corporate is empowered to:

(1) establish and maintain a system for the supply of Services for the Scheme (**System**); and

(2) as an on-supplier:

(i) the Body Corporate for the Scheme; and/or

(ii) Occupiers;

(collectively called **Receivers**); or

(3) engage the Service Contractor, Letting Agent or other suppliers to establish and maintain a System.

29.2 **Entry of Agreements for Supply Services**

The Body Corporate is empowered to enter agreements, contracts, licences, leases or other arrangements of any nature with a primary supplier in connection with:

(1) the supply of Services to the Body Corporate or Occupiers by the primary supplier;

(2) the on-supply of the Services to Receivers; and

(3) Service Infrastructure used in connection with the System;

including without limitation, agreements contemplated by the Module setting out the basis on which charges are made for supply of the Services and the recovery of the Costs to the Body Corporate and Occupiers of supplying that service.

29.3 **Recover Costs of Supply of the Services**

If a System is operated and maintained under this By-law, the primary supplier and/or the Body Corporate is empowered to:

(1) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which Body Corporate will charge for the provision of the Services under the System and recover the Costs of providing that service (as required by the Act and Module) including charges for:

(a) supply;

(b) installation and connection to the System;

(c) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;

(d) disconnection and reconnection fees; and

(e) advance payments or security deposits to be provided in connection with the supply through the System;

(2) establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;

(3) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and

(4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:

(a) recover any unpaid amount as a liquidated debt;

(b) recover interest on any unpaid account;

(c) disconnect the supply of the Service to the relevant Receiver;

(d) charge a reconnection fee to restore the supply of the Service to that Receiver;

(e) increase the advance payment or security deposit for supply to the relevant Receiver.

29.4 **Body Corporate not Liable for any Failure**

The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.

29.5 **Supply to Receivers**

The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.

29.6 **Access to Services Infrastructure**

Each Owner must:

(1) allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;

(2) comply with all Requirements of the Body Corporate imposed in connection with supply of Services through the System;

(3) maintain any Service Infrastructure used in connection with the System, and which is located in or on a Lot and which is used connection with supply of Services under the System.

29.7 **Receiver not Obliged to Purchase any Service**

Nothing in this By-law obliges a Receiver to purchase any Service from the Body Corporate or primary supplier, or limits or restricts the rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

29.8 **Primary Supplier**

For the purposes of this By-law 29, a primary supplier includes the Service Contractor and Letting Agent.

30. RESTRICTION ON USE BY-LAW

30.1 **Caretaker and Letting Agent**

For the purposes of this By-Law 30, if:

(1) there is a Service Contractor and Letting Agent for the Scheme, then they together are the Manager; or

(2) there is no Service Contractor for the Scheme, but there is a Letting Agent for the Scheme then the Letting Agent is the Manager.

30.2 **Manager's Lot**

If requested by the Manager, the Body Corporate and the Manager may from time to time agree that a particular Lot is the Manager's Lot.

30.3 **Use of Manager's Lot**

The Manager's Lot may be used for either or both of:

(1) residential purposes; and

(2) purposes incidental to the business/s of the Manager.

30.4 **Letting Agent – Exclusive Letting Rights**

While the Letting Agent holds an authorization from the Body Corporate to act as a letting agent for the Scheme:

(1) the Letting Agent may conduct a letting agent's business from the Scheme to the exclusion of all others; and

(2) the Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered between the Letting Agent and the Body Corporate.

30.5 **Service Contractor – Exclusive Rights**

While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property, the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.

30.6 **Body Corporate's Obligations**

While the Letting Agent holds an authorization from the Body Corporate to act as Letting Agent for the Scheme and/or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (**Agreements**), the Body Corporate will not:

(1) directly or indirectly provide any of the services set out in the Agreements;

(2) permit any person, including its staff, to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;

(3) enter with any other person an agreement, authority or appointment which is similar to the Agreements; or

(4) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

31. DEVELOPMENT APPROVALS

31.1 **Compliance**

The Body Corporate, Owners, Occupiers and Invitees must comply with the conditions of Development Approvals including to place any notices in the Body Corporate records such as in relation to bushfire management.

31.2 **Storm Water Management Plan**

(a) Development Approval

The Development Approval contains conditions in relation to the installation and maintenance of storm water runoff and devices for the Scheme.

(b) Compliance

The Body Corporate must comply with the conditions of Development Approvals as regards to the storm water management, including keeping in perpetuity in the records of the Body Corporate the relevant storm water management plan.

(c) Arrangements

The Body Corporate must maintain and monitor any storm water quality improvement devices on the Common Property (including engaging service contractors if required) in accordance with the ongoing

maintenance and monitoring requirements in the relevant storm water management plan issued to or held by the Body Corporate from time to time.

31.3 **Fire Safety**

(a) Development Approval

The Development Approval contains conditions in relation to the installation and maintenance of firefighting devices for the Scheme.

(b) Compliance

The Body Corporate must comply with the conditions of Development Approvals as regards to the firefighting devices, including but not limited to keeping up to date maintenance records.

(c) Arrangements

The Body Corporate must maintain and monitor any firefighting devices on the Common Property (including engaging appropriate licensed service contractors) in accordance with the ongoing maintenance and monitoring requirements under the *Fire Services Act 1990* and *Building Fire Safety Regulation 2008*.

32. RECREATION AREA

32.1 **Body Corporate to Maintain Recreation Area**

The Body Corporate will be responsible for maintaining and the costs of maintaining any Recreation Area and keeping it in a clean and tidy condition.

32.2 **Use of Recreation Area**

Owners, Occupiers and their Invitees:

(1) may not use the Recreation Area outside the hours of 7am and 9pm;

(2) must accompany any Invitees using the Recreation Area;

(3) must ensure children under the age of 13 are supervised by an adult at all times while using the Recreation Area;

(4) must be suitably attired when using the Recreation Area;

(5) must not interfere with and may only use any equipment in the Recreation Area in the way intended;

(6) must not bring pets within the Recreation Area;

(7) must abide by any rules made by the Committee (which must not be inconsistent with these By-laws or the Act or Module) for the use of the Recreation Area and may place signs stating the rules around the Recreation Area. Occupiers and Invitees must comply with these rules. The rules may be revoked or disallowed by a general meeting of the Body Corporate;

(8) must comply with the booking system (if any) for the Recreation Area established by the Committee or the Service Contractor appointed by the Body Corporate;

(9) are not permitted to organize large scale events or functions such as weddings, graduations or similar in the Recreation Area;

(10) are not permitted to reserve for use of barbeques located in the Recreation Area;

(11) must promptly comply with any move-on order to vacate the Recreation Area made by the Service Contractor or other contractor engaged by the Body Corporate for such purposes; and

(12) must not remove furniture belonging to the Body Corporate from the Recreation Area.

33. EXCLUSIVE USE

33.1 **Allocation of Exclusive Use Area**

The Owner of each Lot has the exclusive use and enjoyment of the area indicated on the attached exclusive use allocation plans; and

(1) presently identified in Schedule "E"; or

(2) allocated by the Original Owner and identified to the Body Corporate during the period ending 1 year after recording of the relevant Community Management Statement in accordance with section 174 of the Act for the purposes described in Schedule "E".

33.2 **Purpose**

An exclusive use area may only be used for the purposes specified in Schedule "E".

33.3 **Courtyard**

An Owner who has the exclusive use of a courtyard under this By-law:

(1) must not litter or deposit rubbish on the courtyard;

(2) must not store any hazardous substance on the courtyard;

(3) must not use the courtyard in a way that may create a nuisance to any other person on the Scheme;

(4) must not use the courtyard for the parking of vehicles including cars, caravans, campervans, motorhomes, boats or tailers; and

(5) must not carry out any Works in the courtyard without complying with By-law 14.

33.4 **Car Park**

Each Owner to whom exclusive use has been granted pursuant to this by-law:-

(1) must only use the area for the purpose of parking a registered Vehicle;

(2) is responsible for keeping the area in a clean and tidy condition;

(3) is responsible for repairing any damage caused to the area by the Owner, its Invitees or its Occupiers; and

(4) is not entitled to enclose this area without the written consent of the body corporate.

33.5 **Cost of Maintaining Area**

Each Owner will be responsible at its own cost for maintaining the exclusive use area and keeping it in a clean and tidy condition.

33.6 **Entry by Body Corporate**

If an Owner does not comply with its obligations under this By-law 33, the Body Corporate may enter the exclusive use area with workman and other authorized persons and necessary materials and appliances to carry out any repairs, alterations, renovations, extensions or Works necessary to comply with this By-law.

33.7 **Costs**

Anything undertaken by the Body Corporate under this By-law will be paid for by the Owner where the need for the Body Corporate to do that thing is due to an act or default of the Owner or Occupier.