

1. Interpreting these By-laws

1.1 Definitions

Certain words are used throughout these By-laws. Unless the context requires otherwise:

"Act" means the Body Corporate and Community Management Act (BCCM Act).

"Boat" means a vessel of any size built for navigation on a body of water, excluding jet ski(s).

"Body Corporate" means the Body Corporate for Circle on Cavill CTS 39918.

"Designated Smoking Area" means the only Common Property area/s which have been approved by the Committee where smoking is permitted. A "Designated Smoking Area" will be defined by appropriate signage and there will be a receptacle for cigarette butts to be appropriately extinguished and disposed of. Smoking is not permitted on any other Common Property or within Recreational Facilities or areas of this Scheme.

"Development" means the commercial and residential Development collectively known as The Circle on Cavill of which the Scheme is part.

"Function" means any conference, function, presentation, seminar, meeting, special event, reception, gathering or any other lawful use.

"Hard Flooring" means Non-Carpet Floor Covering or a floor covering on the lower boundary of a Lot (other than in a kitchen, laundry, lavatory or bathroom) including, but not limited to, parquetry, tiles, cork, vinyl and marble.

"Invitee" means any person on the Scheme land with the permission of an Occupier.

"Lot" means a Lot in the Scheme.

"On-site manager" means the Owner who is engaged by the Body Corporate as an On-site Manager/caretaker to provide management and maintenance services for the Scheme and who is authorised to carry on business as a letting agent for the Scheme. The On-site Manager may also provide similar services in respect of other residential parts of the Development.

"Recreational Areas" means the theatre room, outdoor and indoor swimming pool areas, sauna/steam room, barbeque areas, children's play area, Zen Garden and any associated or other recreational facilities or Recreational Areas.

"Scheme" means this Community Titles Scheme to which this community management statement relates.

"Regulation Module" means the Regulation Module which applies to the Scheme.

Other terms like **"Body Corporate"**, **"Committee"**, **"Common Property"**, **"Community Titles Scheme"**, **"Scheme land"**, **"Owner"**, **"Occupier"** and **"original Owner"** have the meanings given to them in the BCCM Act.

"Vehicle" means any car, motorbike, scooter, moped, or other recreational form of transport

"Window Covering" includes all types of Window Coverings, including but not limited to curtains, blinds, venetians and/or roller shades.

1.2 Interpretation

These general rules of interpretation apply in these By-laws:

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) one gender includes each other gender;
 - (iii) a person includes a company; and
 - (iv) an item or thing includes any part of it.
- (b) References to statutes include all statutes amending, consolidating or replacing them.
- (c) References to particular provisions are to be taken as references to those provisions as renumbered or covering the same subject matter.
- (d) References to particular non-statutory requirements such as codes, standards or expert advisory opinion, information and/or material, is to imply "the most recent or most currently published version" of that information/material;
- (e) Headings are for guidance only and do not affect the interpretation of these By-laws.

1.3 Act to apply

These By-laws must be read in conjunction with Owners' and Occupiers' obligations under the Body Corporate and Community Management Act and associated Regulations.

1.4 Application of By-laws

- (a) The duties and obligations imposed by these By-laws on an Owner or Occupier must be observed not only by the Owner or Occupier but also by their tenants, guests, servants, employees, agents, children, Invitees and licensees of those Owners or Occupiers.
- (b) An Occupier must take reasonable steps to ensure that its Invitees comply with the by-laws and do not behave in a manner that unreasonably interferes with the peaceful enjoyment of a person on another Lot or the Common Property.
- (c) An Owner must take reasonable steps to ensure that the Occupiers and Invitees of its Lot comply with the by-laws and do not behave in a manner that unreasonably interferes with the peaceful enjoyment of a person on another Lot or the Common Property.

2. Use and Maintenance of Lots

2.1 Use of Lots

- (a) Lots 1056 and 2056 may only be used for:
 - (i) residential purposes; and
 - (ii) managing and letting Lots in the residential parts of the Development.
- (b) Lots 1021 to 1024 and 1031 to 1034 may only be used as home offices or offices but an Occupier may not provide real estate agency or letting services from those Lots.
- (c) The remaining Lots may only be used primarily for residential purposes. Where home business activities are undertaken within a Lot, the Owner or Occupier must obtain all relevant approvals and the activities must not have an adverse impact on other Owners or Occupiers in the Scheme.

2.2 Maintenance/replacement or improvements

The Owner of a Lot must maintain all improvements on the Lot in good condition and, where necessary, renew or replace worn or damaged improvements with materials of the same type and appearance. The Owner must comply with By-law 3 in carrying out any work under this By-law.

2.3 Maintenance of Lots

The Occupier of a Lot must:

- (a) keep the interior of the Lot in a clean condition;
- (b) take all practical steps to prevent infestation by vermin and insects;
- (c) turn off all water taps in the Lot after use;
- (d) not deposit rubbish or other unsuitable material in toilets, sinks, drains or other water apparatus or otherwise use them for any inappropriate purpose;
- (e) keep windows clean;
- (f) except where it is the responsibility of the Body Corporate under requirements of the Regulation Module, replace all cracked or broken glass with new glass of the same type and appearance.

2.4 Nuisance

- (a) The Owner or Occupier must not use, or permit the use of, the Lot or Common Property in a way that:
 - (i) Causes a nuisance or hazard; or
 - (ii) interferes unreasonably with the use or enjoyment of another Lot included in the Scheme; or
 - (iii) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
- (b) Owners and Occupiers must ensure that:
 - (i) Invitees leaving after 10pm leave quietly;
 - (ii) when leaving or returning to their Lots late at night or early in the morning, they do so with minimum noise; and
 - (iii) they take all reasonable steps to minimise annoyance to another person caused by unavoidable noise, including closing all doors and windows of their Lot.

- (c) Without limiting the generality of By-law 2.4(a and b) above, each Owner or Occupier must ensure that:-
 - (i) No sound device (except security or warning devices used exclusively for such purposes), power equipment, power tool or any item which may unreasonably interfere with television or radio reception to any Lot within the Scheme land, is used on the Scheme land;
 - (ii) All musical instruments, radio receivers, record, cassette or disk players, television sets and the like are controlled so that the sound emanating from them is at a reasonable level and will not cause annoyance to Owners and Occupiers of other Lots;
- (d) Unless otherwise specified in another By-law or as approved by the Body Corporate Committee, the Recreational facilities must not be used between the hours of 10.30pm and 6.00am.

2.5 Security

Subject to the provisions of the Act and Regulation Module, the Body Corporate Committee may take steps for the security of the Lots and Common Property and the observance of these By-laws by any Owner or Occupier (without limitations):-

- (a) The Body Corporate Committee is not liable for any loss or damage suffered to persons or property because the security system fails or there is unauthorised entry to any part of the Common Property or the security system is not working.

2.6 Hazardous substances

- (a) Owners and Occupiers may store or use normal quantities of household substances for cleaning and/or personal hygiene within a Lot.
- (b) Subject to (a), Owners and Occupiers must not keep on a Lot, or bring upon the Scheme land, any substance, liquid or chemical that increases or may increase the rate of insurance for the Scheme land, or which conflicts with any insurance policy of the Body Corporate, unless given prior written approval by the Committee.
- (c) Flammable liquids, chemicals or other dangerous substances that are approved by the Committee are to be stored in containers that comply with Australian standards.
- (d) This By-law does not apply to:
 - (i) the storage of fuel in the fuel tank of a Vehicle or a tank kept on a Vehicle in which the fuel is stored under the requirements of law regulating the storage of flammable liquids; or
 - (ii) gas tanks that comply with Australian standards being stored on Lots.

2.7 Garbage disposal

Owners and Occupiers must ensure that:

- (a) they do not leave any rubbish or store any equipment or material on the Common Property, unless they have obtained the prior written approval of the Committee;
- (b) they do not deposit or throw upon the Common Property or another Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.
- (c) their household garbage is in sealed bags (except recyclable garbage items) prior to being disposed of in the Common Property Refuse Room garbage bins or garbage chute, to ensure there are no spillages or bad odours;
- (d) garbage is disposed of by the Common Property Refuse Room garbage chute provided on each level of the building or otherwise use any other receptacle or facility provided by the Body Corporate for the disposal of garbage;
- (e) they use the recycle bins that may be provided by the Body Corporate and/or the local council and separate, where necessary, any garbage so that full use is made of such bins or receptacles;
- (f) ensure that all large cartons and cardboard boxes are collapsed prior to being placed in the cardboard recyclable rubbish bin located in the Schemes' Loading Dock adjacent the garbage compactor;
- (g) ensure that no building products nor hot items are placed in the Common Property Refuse Room garbage chute;

- (h) ensure that furniture or other large goods are removed from the Scheme and not disposed in or near a rubbish bin;
- (i) the disposal of garbage does not adversely affect the health, hygiene or comfort of other Occupiers;
- (j) their use of any Common Property Refuse Room garbage chute or bin/receptacle does not cause the surrounding area to become unclean or untidy and that they do not knowingly overfill any garbage bin/receptacle or block any chute;
- (k) they comply with council laws about disposal of garbage and any relevant health regulations;
- (l) any cigarette butts are completely extinguished so that they do not create a potential fire hazard; and
- (m) cigarette butts and/or cigarette packets are placed in garbage bins.
- (n) any paper, rubbish, cigarette butts, or other refuse must not be thrown or allowed to fall out of any window, door or balcony of the Lot.

2.8 Hanging things from Lots and signage

- (a) An Owner or Occupier must not, without the prior written approval of the Committee:
 - (i) display a sign, resale sign, advertisement, placard, banner, billboard, pamphlet or similar article if the article is visible from another Lot, the Common Property or from outside the Scheme land;
 - (ii) hang washing, towels, bedding, clothing or other articles in such a way as to be visible from another Lot, the Common Property or from outside the Scheme land (including, but not limited to, over balustrades/ guardrails on a balcony);
 - (iii) erect a clothesline or use a drying rack on a balcony unless the clothesline or drying rack is not visible from another Lot, the Common Property or outside the Scheme land; and
 - (iv) hang curtains or other Window Coverings visible from another Lot, the Common Property or outside the Scheme land unless the coverings are Black or Dark Grey in colour to present a standard appearance for the building.
- (b) All plants visible from another Lot, the Common Property or outside the Scheme must be maintained and pruned as appropriate.
- (c) When deciding whether to approve the display of a sign, resale sign, advertisement, placard, banner, billboard, pamphlet or similar matter, the Committee may consider the following factors:
 - (i) the location of the sign or notice;
 - (ii) the size of the sign or notice;
 - (iii) the number of signs or notices proposed;
 - (iv) the potential impact of the signs or notices on other Occupiers; and
 - (v) any other relevant consideration the Committee may have.
- (d) Any sign or notice approved by the Committee must be removed within 24 hours if the sign or notice is vandalised or damaged in any way.

2.9 Auctions

An Owner or Occupier must not permit any auction or garage sale to be conducted or to take place in a Lot or the Common Property without the prior written approval of the Committee.

2.10 Pets

An Owner, Occupier or Invitee must not bring onto or keep any animal on the Scheme land, unless the Owner or Occupier obtains the prior written approval of the Committee.

- (a) If written approval has been given by the Committee to keep an animal on the Scheme land, the Owner or Occupier responsible for the animal must (to the extent applicable):
 - (i) keep the animal within the Lot while it is present on the Scheme land (subject to (iv));
 - (ii) not allow the animal to roam on Common Property or into other Lots;
 - (iii) not bring the animal into any Recreational Areas ;

- (iv) only allow the animal to traverse the Common Property when the animal is being brought onto or taken off the Scheme land, at which time the animal must be carried, transported in a pet carrier or otherwise appropriately restrained;
 - (v) ensure that the animal is clean and dry at any time that it traverses Common Property;
 - (vi) only take the animal into a lift on Scheme land if the lift is empty or if any occupants of the lift at the time verbally consent to the animal entering the lift;
 - (vii) take all reasonable steps to ensure the animal does not defecate or cause any mess on Common Property, and if it does, clean it up immediately using an enzymatic cleaner designed for neutralising odours (not household detergent);
 - (viii) ensure that any animal litter or waste is promptly and effectively disposed of, including that any waste put in Scheme rubbish bins, is double bagged to avoid spillage or noxious odours;
 - (ix) all reasonable steps must be taken to avoid contact between the animal and any other Occupier or Invitee on Scheme land;
 - (x) not leave the animal on the balcony of a Lot between the hours of 9pm and 7am;
 - (xi) ensure that the animal wears an identification tag clearly showing the Owner or Occupier's details;
 - (xii) take reasonable steps to ensure the animal does not make noise, or otherwise cause a nuisance, that would interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
 - (xiii) take reasonable steps to minimise the transmission of airborne allergens by regular vacuuming of the Lot and ensuring the animal is groomed and regularly washed;
 - (xiv) ensure the animal complies with all Gold Coast City Council regulations and provide evidence of any applicable registration to the Committee on a yearly basis;
 - (xv) ensure the animal is kept in good health and is free from fleas and parasites;
 - (xvi) not allow or authorise the keeping of any additional, replacement or substitute animals in the Lot that have not been approved by the Committee;
 - (xvii) comply with any other reasonable conditions specified by the Committee.
- (b) This By-law does not apply to:
- (i) a person who has the right to be accompanied by a guide, hearing or assistance dog under the Guide, Hearing and Assistance Dogs Act; and
 - (ii) fish.
- (c) The Committee is entitled to rescind permission for the animal by written notice if it reasonably considers that the Owner or Occupier has not complied with the conditions of approval and has failed to respond appropriately to a written warning about the Committee's concerns. The Occupier must remove the animal from the complex within 7 days of the date of the written notice.

2.11 Barbeques

No barbeque is to be used inside a Lot

2.12 Insurance

Occupiers shall not bring to, do or keep anything in their Lot or Common Property which increases, or is likely to increase, the rate of insurance on the building or any Common Property or which may conflict with fire safety legislation.

3. Changes to Lots

3.1 Changes or alterations to a Lot

- (a) Except with the prior written approval of the Committee, an Owner or Occupier must not:
- (i) make a change to the external appearance of a Lot; or
 - (ii) make any structural alterations to a Lot; or

- (iii) make any changes to any internal wall or ceiling,
- (b) A structural alteration includes, but is not limited to, alterations to gas, water or electrical installations, that affect the supply of utility services to other Lots.
- (c) A change to the external appearance of a Lot includes, but is not limited to, erecting outside aerials, satellite dishes, blinds or security screens; installing window tinting; installing an air-conditioning unit or enclosing a balcony or patio.
- (d) An approval to conduct renovations given under this By-law may be given on such conditions as the Committee consider appropriate and reasonable in the circumstances to ensure that the renovations:
 - (i) do not affect the visual amenity of the Scheme land;
 - (ii) do not adversely affect any structural elements of the Scheme land; and
 - (iii) are not likely to promote a breach of the Act or these By-laws.
- (e) An Owner or Occupier granted approval to undertake renovations under this By-law must provide to the Committee a notice that can be distributed to the other Owners and Occupiers within the Scheme regarding the scope, likely impact on others and duration of the renovations, if requested to do so by the Committee.
- (f) All requests for renovations are to be accompanied by any necessary scope of works, plans and approvals (such as Council approval) and any expert opinion (with the costs of obtaining such approvals and opinion to be borne by the Owner) and must be approved by the Committee prior to the commencement of the renovations.
- (g) Unless parked in the exclusive use car space of the relevant Owner or Occupier, tradespeople are to use only parking spaces allocated by the Committee.
- (h) Jack hammering and construction noise is only permitted between the hours of 8am and 5pm, Monday to Friday (excluding Public Holidays), with the prior written approval of the Committee.
- (i) All renovations are to be carried out by suitably qualified, licensed and insured tradespeople. A current and original certificate of currency for each tradesperson is to be provided to the Committee before the commencement of any work if reasonably requested by the Committee.
- (j) All renovations are to be carried out in compliance with any work health and safety legislation.
- (k) Tools and machinery must not be washed down on Common Property, without the prior written approval of the Committee.
- (l) Any Common Property affected by the renovations is to be cleaned as and when necessary and is to be left in a clean state at the end of each day unless prior written approval of the Committee has been received.
- (m) Any Common Property damaged by the renovations is to be repaired/replaced (made good) as and when necessary and at the Owners' cost and unless prior written approval of the Committee has been received to the contrary.
- (n) Certification is to be received from the builder or relevant tradesperson at the completion of the renovations stating that the works conform to any plans approved by the Council and complied with all conditions imposed by the Committee (if applicable).
- (o) Owners and Occupiers must enforce the Committee's directions and By-law requirements at all times in relation to these requirements.

3.2 Hard Flooring

- (a) An Occupier must not remove floor coverings or replace floor coverings with a different type of floor covering, except with the Committee's prior written approval. The purpose of this By-law is to ensure that an appropriate standard of sound proofing is maintained.
- (b) Where the Committee grants consent for hard flooring to be installed, the Owner must ensure that:
 - (i) the resultant noise level produced in the room under the hard flooring complies with the 5 Star Rating standard (specified by the Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating ("AAAC") regarding impact noise transmission in apartment buildings. (Sound Insulation expressed as **DnT,w +Ctr**); and
NB. 5 Star Rating = 50 DnT,w+Ctr.

- (ii) they adhere to any other reasonable conditions specified by the Committee in order to reduce noise being transmitted from the Lot.

3.3 Consent to alterations

The following procedure applies to an application for consent under By-law 3:

- (a) the Owner must submit a written request together with plans, specifications and where necessary, provide architectural, engineering, subject matter specialist or any other documentation required by the Committee to support their request for Lot changes and/or alterations, at the Owners' cost;
- (b) the Committee may impose conditions on the approval of the plans and specifications; and
- (c) where the Committee needs to refer any matters relating to the requested Lot changes and/or alterations to an expert for their opinion/s or advice in making a reasonable decision to accept or reject the request, the Owner will be consulted prior to this advice being sought, as all fees and costs incurred by the Body Corporate must be paid by the Owner.

3.4 Cook Tops

An Owner or Occupier of a Lot may not install a permanent electric cook top without the prior written consent of the Committee.

3.5 Removals

Moving-In/Moving-Out, Bringing in or Removing Household Furniture and Lot Renovation Items

- (a) Before any furniture (including beds, chairs, tables and storage units), white goods, piano, safe (Household Furniture), floor coverings, building materials and tools (Lot Renovation Items) are moved into or out of any Lot, a date and time between 8am and 4pm Monday to Friday must be booked with the On-site Manager.
- (b) The following procedure applies in relation to moving any Household Furniture and/or Lot Renovation Items into or out of any Lot:
 - (i) moving shall only take place at a time nominated by the On-site Manager from time to time;
 - (ii) the lift key and lift protective curtains must be collected from the On-site Manager on the date of moving;
 - (iii) the lift protective curtains will be installed by the On-site Manager;
 - (iv) the lift protective curtains must be installed in the lift at all times during moving in, moving out and moving furniture, whitegoods or the like, or Lot Renovation; and
 - (v) all Household Furniture and/or Lot Renovation Items shall be moved only by means of the lift allocated by the On-site Manager between the Lot being into or out of and the basement level lift access.

4. Use of Common Property

4.1 Prohibited activities

- (a) An Owner or Occupier must not:
 - (i) directly or indirectly obstruct the lawful use of the Common Property by someone else;
 - (ii) without the prior written approval of the Committee, directly or indirectly instruct any person retained by the Body Corporate;
 - (iii) harass, interfere with or obstruct any person retained by the Body Corporate from performing its duties or exercising its rights to Common Property.
- (b) An Owner or Occupier must not, without the Committee's prior written approval:
 - (i) damage, alter or modify a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) use a part of the Common Property as a garden or for their own use unless otherwise authorised.
- (c) An approval under By-law 4.1(b) must state the period for which it is given.
- (d) The Committee acting reasonably may cancel the approval by giving 7 days written notice to the relevant Owner or Occupier.

- (e) An Owner, Occupier or Invitee must not,
 - (i) Ride or use motorised toys or device such as a (skate board, roller blades, skate board, scooter or such devices) on Common Property or in Recreational Areas/Facilities.

The above By-law does not apply to/or include the normal operation of any mobility device or medical aids used by disabled and/or elderly Owners, Occupiers or their Invitees on this Scheme.

4.2 Driving and parking of Vehicles

- (a) Owners and Occupiers must not park any Vehicle (including, but not limited to, cars, vans, trucks, motorbikes, scooters, jet skis, caravans) upon the Common Property except –
 - (i) where authorised by an exclusive use By-law.
 - (ii) with the written approval of the Committee; or
- (b) Owners and Occupiers must not:
 - (i) exceed the speed of 10km/h while within the Scheme;
 - (ii) park in visitor car parks;
 - (iii) permit an Invitee to park, or allow a Vehicle to stand, on the Common Property other than in a designated visitor car park or the Owner or Occupier's exclusive use car space;
 - (iv) park or keep a Vehicle of a commercial type (which includes, without limitation, a dump truck, cement mixer truck, delivery truck, semi-trailer, coach, bus, or operable Vehicle equipment, whether mobile or otherwise) within the Scheme except for the purpose and in the course of commercial deliveries or by written approval of the Committee;
 - (v) occupy a caravan, campervan or motor home on the Scheme land, except with written consent of the Committee;
 - (vi) use the roadways, pathways, driveways or other Common Property areas for any purpose other than reasonable ingress and egress of Vehicles to and from the Scheme or the designated parking areas; or
 - (vii) conduct repairs or restorations to any Vehicle on the Scheme except if such activity does not interfere with the quiet enjoyment of other Lots or Common Property by others.
- (c) Oil spills on the Common Property must be removed within 48 hours by the Owner or Occupier responsible.

4.3 Bicycles

- (a) Bicycles are only permitted to be used (ridden) on the Common Property roadways if the person:
 - (i) does not exceed the speed limit of 10km/hr;
 - (ii) obeys any safety signs
- (b) Bicycle Registration and Storage
 - (i) Bicycles must not be parked and left unattended on Common Property;
 - (ii) Owners or Occupiers may utilise Body Corporate Pushbike Storage Facilities, (**subject to availability**) only after the bicycle Owners' and bicycle details have been Registered with the Committee.
 - (iii) Registered bicycles will be allocated a bike storage location within the Body Corporate Pushbike Storage Facility and any unauthorised (unregistered) bicycles may be relocated or disposed of in accordance with Committee's Bicycle Storage Procedures.

4.4 Gym

- (a) The gym must not be used outside the hours of 6am to 10pm, without the prior written approval of the Committee;
- (b) The gym equipment may only be used by Owners and Occupiers of the Scheme;
- (c) Owners and Occupiers who are personal trainers are not permitted to invite clients into the gym;
- (d) Owners and Occupiers may invite their personal trainer into the gym;
- (e) Owners and Occupiers use the gym (including all the equipment in the gym) at their own risk;

- (f) Owners and Occupiers using the equipment in the gym shall do so in a manner consistent with the design parameters of each piece of equipment;
- (g) Shirts/singlets and/or appropriate exercise clothing and enclosed shoes must be worn in the gym at all times;
- (h) Children under the age of 16 are not permitted inside the gym.
- (i) A towel or other like material must be used on all gym equipment where a persons' torso would otherwise come into contact with gym equipment such as seats, benches and/or back rests (associated with the gym equipment).
- (j) Persons with health or fitness issues that are likely to be exacerbated by the use of the gym must seek advice from a medical practitioner prior to using the gym.
- (k) Use of the gym serves as an acceptance of the conditions of use.

4.5 Drones

- (a) An Owner, Occupier or Invitee must not fly a remotely piloted aircraft, model aircraft, flying toy or drone ('Aircraft') from, within, on or around the Scheme land without the prior written approval of the Committee due to privacy and safety concerns.
- (b) In granting its approval, the Committee may impose reasonable conditions on the operation of the Aircraft, which may include that a person must not operate the Aircraft:
 - (i) on or from any balcony;
 - (ii) in breach the law, including the Civil Aviation Act and Civil Aviation Safety Regulations;
 - (iii) during weather conditions with poor visibility and/or strong winds;
 - (iv) beyond the visual line of sight of the operator;
 - (v) in a way that causes a nuisance, hazard or obstruction to an Occupier or Invitee; and
 - (vi) in a way that interferes unreasonably with the use or enjoyment of the Common Property or a Lot by an Occupier or Invitee, including but not limited to hovering outside a Lot.
- (c) If approval is given then the operator of the Aircraft accepts all liability and responsibility for any damage, claim, action, personal injuries or accidents caused by the operation of the Aircraft within the Scheme.

4.6 Smoking

Smoking **is not** permitted on any part of the Common Property or within Recreational Areas other than in "Designated Smoking Areas".

4.7 Alcohol and Drugs

Owners, Occupiers and Invitees must not:

- (a) consume illegal drugs on the Common Property; and
- (b) consume alcohol on the Common Property or in Recreational Areas, with exception of the following:
 - (i) the north tower Common Property barbeque area (but **not within 5 metres** of the swimming pool);
 - (ii) The south tower Common Property barbeque area;
 - (iii) Resident's Retreat (Level 55) or Community Lounge in the north tower (level 3) only after the prior written approval of the Committee has been obtained.

4.8 Notice of accidents

An Owner or Occupier who becomes aware of any accident, defect or dangerous situation (including in any water pipes, gas pipes, electrical installations or fixtures on the Common Property) on the Scheme land, must promptly give reasonable details to the On-site Manager or the Committee.

4.9 Restricted access areas

The Body Corporate may secure and restrict access not only for the safety of persons on the Scheme, but also to protect the plant and equipment and to ensure the services operate without interference to parts of the Common Property reasonably required for:

- (a) utility infrastructure and other services (for example electrical substations, telephone exchanges, swimming pool filtration and pumping plant and other building plant rooms, roof areas); and
- (b) storage of plant, tools and/or equipment for use in the management and administration of the Scheme land.

4.10 Damage / alterations to Common Property

- (a) An Owner or Occupier shall not, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property, except with prior written Committee approval. This By-law does not prevent an Owner or Occupier, or their authorised person, from installing:
 - (i) any locking or other safety device for protection of the Lot against intruders, subject to sub-section (b) and (c); or
 - (ii) any screen or other device to prevent entry of animals or insects, upon their Lot;

PROVIDED THAT:

the locking or other safety device (other than a security camera), or as the case may be, screen or other device:

- (iii) is constructed in a tradesman like manner;
 - (iv) complies with all relevant regulations and standards (including, but not limited to, fire safety, work health and safety);
 - (v) does not compromise or interfere with the obligation upon the Body Corporate to obtain a compliance certificate with respect to all fire doors within the Scheme land;
 - (vi) is maintained in a state of good repair by the Owner or Occupier; and
 - (vii) does not detract from the amenity of the building.
- (b) The front door of a Lot is Common Property and is a fire door, accordingly any lock or spy hole must not be replaced or installed without the prior written approval of the Committee.
- (c) If an Owner or Occupier installs a lock, safety device or screen which does compromise or interfere with the Body Corporate's ability to obtain a compliance certificate with respect to any and all fire doors within the Scheme land, then the Owner and/or Occupier will be directed to reinstate the lock and Common Property to its original condition.
- (d) An Owner or their contractor shall not install a security camera on Common Property without the prior written approval of the Committee.
 - (i) Any approval in this By-law can be revoked by the Committee acting reasonably by giving 14 days written notice to the relevant Owner or Occupier.

5. Exclusive Use Areas – Car Spaces

5.1 Identification of exclusive use areas

The Owner or Occupier of each Lot in column A of schedule E has the exclusive use and enjoyment of the car space(s) identified in column B of schedule E as shown on the attached plan marked "A".

5.2 Permitted use of exclusive use areas

Car spaces may only be used for the purpose specified in column C of schedule E.

5.3 Rules about use of car spaces

An Owner or Occupier who has the exclusive use of a car space under this By-law:

- (a) must not litter or deposit rubbish on the car space;
- (b) must not use the car space for storage purposes; and
- (c) must not use the car space in a way that may create a nuisance to any other person on the Scheme land.

5.4 Maintenance

The Body Corporate is responsible for maintaining the car spaces and keeping them in a clean and tidy condition and the Owner or Occupier must allow the Body Corporate reasonable access for that purpose.

6. Exclusive Use Areas – Storage

6.1 Identification of exclusive use areas

The Owner or Occupier of each Lot in column A of schedule E has the exclusive use and enjoyment of the storage space(s) identified in column B of schedule E as shown on the attached plan marked "B".

6.2 Allocation

The original Owner is authorised to allocate the exclusive use of Storage Spaces to the Owner or Occupier of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in schedule E.

6.3 Permitted use of exclusive use areas

A storage space may only be used for the purpose specified in column C of schedule E.

6.4 Rules about use of storage areas

An Owner or Occupier who has the exclusive use of a storage area under this By-law:

- (a) must not litter or deposit rubbish on the area; and
- (b) must not use the area in a way that may create a nuisance to any other person on the Scheme land.

6.5 Maintenance

The owner must maintain the storage area and keep it in a clean and tidy condition.

7. Special Rights Areas

7.1 'Function' Area

The On-site Manager has a special right to use the Function area identified as Area "A" on the attached plan marked "C" in association with the conduct of Functions in the conference and meeting rooms forming part of the On-site Manager 's Lot, subject to the following conditions:

- (a) The On-site Manager is entitled to cancel any prior booking or other arrangement for use of the Function area by an Occupier (other than a booking for a Function taken by the On-site Manager) on 24 hours notice without incurring any liability to the Occupier.
- (b) The On-site Manager must ensure that a clear corridor is maintained to allow pedestrian access at all times to the roof terrace and air bridge adjoining the Function room.
- (c) The On-site Manager must ensure the Function area is left in a clean and tidy condition after each Function.
- (d) Subject to paragraph (c), the Body Corporate must carry out its duties in respect of the Function area and break out rooms.

7.2 Tourist Desk, Brochure Stands and Signage

The On-site Manager has the special right to place a tour desk, concierge desk, information stands, signage and other similar things ("**permitted structures**") for all purposes associated with the conduct of the On-site Manager's letting business and the operation of the conference facilities in the Development within the lobby of the building shown as Area "E" on the attached plan marked "D", subject to the following conditions:

- (a) All permitted structures must be kept in a first class standard and condition appropriate for a high quality building.
- (b) The permitted structures must not materially inhibit the flow of people through the lobby.
- (c) If the erection or use of a permitted structure causes any damage to the Common Property except for fair wear and tear, the On-site Manager must promptly make good the damage.

7.3 Air conditioning Units

The Occupiers of all Lots have the special right to use the air conditioning plant and equipment on the Common Property and connected to their Lot, to provide conditioned air to their Lots subject to the following conditions:

- (a) each Owner is responsible for the cost of operating, maintaining, repairing and replacing the air conditioning plant and equipment (including all associated wiring and ducting) which services an Owners' Lot;
- (b) the area in which the plant and equipment is located must be kept clean and tidy by the owner;
- (c) subject to paragraphs (a) and (b), the Body Corporate must carry out its duties in relation to the area in which the plant and equipment is installed.

7.4 Identification of Special Rights Areas

The On-site Manager has a special rights to use the following areas identified on the attached plans:

Lot on Plan	Special Rights Area	Purpose
Lot 1056 on SP154439	Area A on the Plans marked "C"	Function Area
Lot 1056 on SP154439	Area E on the Plans marked "D"	Permitted Structures

8. Recreational Areas

8.1 'Recreational' Areas

- (a) The Recreational Areas (other than the gym or indoor pool) shall not be used between the hours of 9.00pm and 7.00am, unless the prior written approval of the Committee has been obtained;
- (b) Invitees of an Owner or Occupier may not use any of the Recreational Areas unless an Owner or Occupier accompanies them;
- (c) Children under the age of 12 must be accompanied by an adult Owner or Occupier exercising effective control over them in the Recreational Areas (except the gym) Refer to the Gym By-law;
- (d) Owners, Occupiers, and Invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the Recreational Areas by other persons;
- (e) All users of the Recreational Areas must be suitably attired and must observe a dress code suitable for the occasion;
- (f) Owners and Occupiers are to clean the Common Property barbeques after use;
- (g) No food, glass and breakable items must be brought into the following Recreational Areas:
 - (i) Swimming Pools and Spa,
 - (ii) Steam and Sauna Rooms,
 - (iii) Theatre/Cinema,
 - (iv) Gym. Refer to Gym By-laws.
- (h) Alcohol must not be consumed on Common Property and/or Recreational Areas with exception of the following areas only:
 - (i) North tower Common Property barbeque area but not within 5 metres of the outdoor swimming pool, and
 - (ii) South tower Common Property barbeque area. Refer to Alcohol and Drugs By-law;
- (i) No skate-boards, roller-skates, roller blades, scooters or the like toys or equipment, are permitted to be used (ridden) on any Common Property or within Recreational Areas. (This does not apply to mobility devices or disability aids)
- (j) Pets must not be brought into the Recreational Areas. Refer to Pets By-law;
- (k) No objects, other than swimming aid floatation devices for the assistance of children, the aged or those that have difficulty swimming, are permitted in the outdoor and indoor swimming pools;

- (l) An Owner, Occupier, or Invitee must not operate, adjust or interfere with the normal operation of any equipment associated with the Recreation Areas (except to use that equipment);
- (m) An Owner, Occupier or Invitee must not add any chemical or substance to the swimming pools;

9. Communications

9.1 Communications to the Committee, Caretaker and/or Body Corporate (Strata) Manager/s

The following provisions shall apply to correspondence from Owners and Occupiers:

- (a) communications must be courteous;
- (b) communications must not be repetitive, aggressive, threatening, contain unfounded allegations or in any way cause a nuisance or annoyance;
- (c) communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:
 - (i) the On-site Manager;
 - (ii) the Body Corporate (Strata) manager;
 - (iii) the Body Corporate's lawyers; and
 - (iv) the Body Corporate's insurer;
- (d) where communications are sent in breach of these conditions:
 - (i) the recipient will not be required to acknowledge receipt of them; and
 - (ii) the Committee may resolve to limit communications from that Owner or Occupier to one piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the Body Corporate's address for service.