

SECOND SCHEDULE

BY-LAWS

The By-Laws for Community Titles Scheme are set out in this Schedule.

1. Definitions

In these By-Laws:

- (1) "Act" means *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- (2) "Body Corporate Asset" means any property, other than Common Property held or owned by the Body Corporate, for the benefit or on behalf of the Owners;
- (3) "Body Corporate Manager" means a body corporate manager for the Scheme;
- (4) "Building" means the building or buildings constructed on the Scheme Land;
- (5) "Common Property" means the common property of the Scheme;
- (6) "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;
- (7) "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 or any Body Corporate Asset.
- (8) "Invitees" means each of the Owner's agents, visitors, tenants, licensees, occupiers or others (with or without invitation) who may be on a Lot or the Scheme Land;
- (9) "Lot" means a lot in the Scheme;
- (10) "Owner" means the registered Owner of a Lot and the Invitees of an Owner of a Lot;
- (11) "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;
- (12) "Scheme" means the Community Titles Scheme containing the Lots and the Common Property;
- (13) "Scheme Land" means the land upon which the Community Title Scheme is situated;
- (14) "Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for a Lot; and
- (15) "Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

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 any authority; and

- (c) a statute, regulation or provision of a state or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted 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.
- (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 of affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning as these By-laws.

3. **Obstruction of Common Property**

An Owner will not obstruct lawful use of the **Common Property** by another person and, without limitation, obstruct access to the **Common Property** or any **Body Corporate Asset**.

4. **Parking**

- 4.1 An Owner will not without the **Body Corporate's** written approval:-
 - (1) park any vehicles in areas set aside for visitor car parking (if any) or any part of the **Common Property** not designated for the parking of motor vehicles; and
 - (2) permit any invitees' vehicles to be parked on the **Common Property** other than in the areas set aside for visitor car parking (if any).
- 4.2 An Owner, its tenants, their employees, servants or agents shall only park in the car parking areas over which the Owner's lot has been granted exclusive use.
- 4.3 A one (1) hour time limit or such other time as the **Body Corporate** may from time to time determine shall apply to the car parking spaces over which no lot has been granted exclusive use.
- 4.4 **Delivery or collection of goods or services** to or from a lot must:
 - (1) occur only in the areas from time to time designated for that purpose by the **Body Corporate Committee**;
 - (2) not cause obstruction or inconvenience to customers of Owners at the centre; and
 - (3) occur only at reasonable hours which may from time to time be determined by the **Body Corporate Committee**.

5. **Use of Common Property.**

- 5.1 An Owner:-
 - (1) will use the **Common Property** or any **Body Corporate Asset** for the purpose for which it was designed or intended;
 - (2) will comply with all directions and rules of the **Body Corporate** relating to conduct on the **Common Property** or use of any **Body Corporate Asset**; and
 - (3) will observe all relevant requirements in connection with the **Common Property** or **Body Corporate Assets**.

6. **Improvements to Common Property**

- 6.1 An Owner will not make any improvements to the Common Property without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the Regulation Module for the Scheme in connection with the making of improvements.
- 6.2 In giving its consent to any improvement, the Body Corporate may:-
- (1) obtain advice from consultants; and
 - (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 6.3 Any improvement made or sought to be made by an Owner:
- (1) will 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 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 Common Property**

- 7.1 An Owner will 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.
- 7.2 However, an Owner may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building and the consent of the Body Corporate is first obtained for such installations.
- 7.3 An Owner must keep a device installed under sub-section 7.2 in good order and repair.

8. **Depositing Rubbish on Common Property**

An Owner will not put any rubbish, trade, waste, shop refuse or other material on the Common Property.

9. **Garbage Disposal**

- 9.1 If no receptacle is provided by the Body Corporate, maintain a receptacle for garbage:-
- (1) within the Owner's Lot; or
 - (2) on that part of the Common Property set aside for location of garbage receptacles.
- 9.2 comply with all requirements relating to the disposal of garbage and arrange for the regular removal of garbage from the Lot;
- 9.3 ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of the Owner's garbage; and
- 9.4 use any garbage receptacle provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of the receptacles provided by the Body Corporate.

10. **Signage**

- 10.1 An Owner will not allow a sign on any part of the Common Property or the Owner's lot without the prior written consent of the Body Corporate. Signage design,

installation and location (signage zone) must be approved in writing by the Body Corporate prior to its manufacture and installation.

- 10.2 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant owner.
- 10.3 All signage approved by the Body Corporate must be properly maintained, kept in clean condition and a good state of repair and appearance by the relevant owner. The Body Corporate may withdraw its consent to any sign which the Body Corporate reasonably considers has not been properly maintained and kept in a good state of repair and appearance.
- 10.4 An owner will return the Common Property or that part of the owner's lot to its original condition when a sign is removed.

11. **Antennae Aerials Television Services and Internet Services**

- 11.1 An Owner will not erect any television or radio antennae or aerials or other communication receivers or transmitters on the Common Property without the prior consent of the Body Corporate.
- 11.2 The Body Corporate may:-
- (1) allow the installation of cabling, wiring, ducting, conduits, amplifiers, satellite dishes or any other equipment necessary for the provision of cable television services, satellite services, internet provider services and similar services to the Common Property;
 - (2) enter into agreements with the providers of those or any of those services; and
 - (3) enter into agreements for the provision of those services to the Building with such persons and on such conditions as are approved by the Body Corporate from time to time.

12. **Auction Sale**

An Owner will not allow any auction sale to be conducted within the Owner's lot or from the Common Property without the prior consent of the Body Corporate.

13. **Use of Lots**

An Owner will:

- (1) observe all Requirements in connection with the use of the Owner's Lot;
- (2) maintain the Owner's Lot in good order and condition;
- (3) cause all external parts of the Lot including all lawns, gardens and paved areas within the Lot and any Common Property area for which the Owner has been granted exclusive use to be kept in a neat and tidy condition;
- (4) keep all accessible windows and plate glass in the Lot clean and promptly replace with new glass of the same kind and weight of any broken or cracked glass;
- (5) take reasonable steps to prevent infestation of the Lot by vermin and/or insects;
- (6) not use or store any flammable liquids or materials in the Lot or on Common Property other than of a type lawfully used in the course of the business operated from the Owner's Lot;
- (7) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
- (8) not overload any Services or Service Infrastructure;

- (9) 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;
- (10) lock all doors and fasten all windows in the Owner's lot when the Lot is not occupied;
- (11) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
- (12) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;
- (13) not cause a nuisance or disturbance to other persons lawfully using any Lot or Common Property;
- (14) subject to the Act, not keep any animal on a Lot or the Common Property without the Body Corporate's written consent;
- (15) not bring to, do or keep, nor allow to be brought, done or kept anything in a Lot which may void any insurance policy in respect of the Common Property, increase the rate of fire insurance on the Common Property or which may conflict with the laws and/or ordinances of any public authority for the time being in force.

14. **Right of Entry**

- 14.1 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;
 - (2) carry out any repairs, maintenance, alterations, renovations, extensions or works in relation to any Services of Service Infrastructure; and
 - (3) carry out cleaning, repairs, maintenance, alterations, renovations, extensions or works to any part of the Common Property where access to the Lot is required to do such works.
- 14.2 In the case of emergency no notice will be required under By-law 14.1.
- 14.3 Anything undertaken by the **Body Corporate** under this By-law will be paid for by the owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.
- 14.4 In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

15. **Body Corporate Rights**

- 15.1 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 or occupier, 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.

16. Invitees

- 16.1 An Owner will take all reasonable steps to ensure that invitees do not obstruct any other persons use of the Common Property or an Owner's Lot.
- 16.2 An Owner will compensate the Body Corporate for all damage to the Common Property caused by Invitees;
- 16.3 An Owner of a Lot will take all reasonable steps to ensure that Invitees comply with these By-laws.

17. Notice of Defect

- 17.1 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.
- 17.2 In the event of any damage or defect to Services or Service Infrastructure the Owner will give immediate notice to the Body Corporate.

18. Request to Secretary

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

19. Notices

All notices displayed on the Common Property by the Body Corporate or any statutory authority will be complied with by the Owners.

20. Copy of By-Laws

Owners will provide any tenant or other occupier of a Lot with a copy of these By-laws.

21. Power of Body Corporate Committee

The Body Corporate 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.

22. Recovery of Costs

The Body Corporate may recover as a liquidated debt immediately due and owing its costs in connection with:

- (1) recovery of levies or other moneys payable by an Owner to the Body Corporate; and
- (2) undertaking any obligation of an Owner under the Act, the Standard Module or these By-laws; or
- (3) remedying a breach by that Owner of the Act, the Standard Module or these By-laws

from the relevant Owner.

23. 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.

24. **Air Conditioning**

An Owner or Occupier of a Lot must not, without the written approval of the Committee, install any air conditioning equipment if the equipment is visible from another Lot on the Common Property and from outside the Scheme Land.

25. **Direction to Workmen**

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised. All requests for consideration of any particular matter to be referred to the Body Corporate must be directed to the Body Corporate Manager and not to the Chairman or any member of the Committee.

26. **Sale of Lots**

26.1 While the Original Owner remains the Owner of any Lot, the Original Owner and its servants, agents or employees will be entitled to use any such Lot as a display Lot and to allow prospective purchasers to inspect any such Lot.

26.2 The Original Owner, its servants, agents or employees are further entitled to place such signs or other advertising and display material in or about a display Lot, the Common Property, and the Building as the Original Owner in its absolute discretion deems fit provided that such signs or material will in all respects be attractive and tasteful having regard to the general aesthetics and amenity of the Building and will not at any time be more than is reasonable necessary in terms of number and size.

26.3 The Original Owner, its servants, agents or employees are further entitled to pass over the Common Property to gain access to that Lot.

27. **Skateboards, Scooters and Rollerblades**

The Owner of a Lot will not, without the Body Corporate's written approval:

- (1) ride a skateboard, scooter or rollerblades on the Common Property; or
- (2) permit an occupier or invitee to ride a skateboard, scooter or rollerblades, on the Common Property.

28. **Car Parking – Exclusive Use**

28.1 The Body Corporate shall be entitled to grant to the owners of such Lots as the Body Corporate shall in its absolute discretion determine the exclusive use of such parts of the Common Property and upon such conditions as it determines to be appropriate for car parking facilities.

28.2 The Body Corporate grants to:-

The Owner of each Lot the exclusive use of the car parking space which is part of the Common Property, identified with the lettering as is shown next to the Lot number in the plan contained in Schedule "E" on the following conditions:-

- (1) The Owner shall not construct any structure in his car parking space without obtaining the written consent of the Body Corporate.

- (2) The Owner is responsible for the expense of keeping his car parking space in a clean and tidy condition and failing that, the Body Corporate may do so at the owner's expense.
- (3) The Owner must maintain the area at its cost and must allow the Body Corporate access to the car parking space to enable inspection and maintenance if necessary at the owner's cost.

28.3 One Owner of a Lot may transpose his exclusive use car space area with another Owner of a Lot at any time on giving written notice to the Body Corporate from both Owners. The costs of recording the notification of transposition of the exclusive use area must be paid by the Owners of the Lots.

29. Other Purposes – Exclusive Use

29.1 In addition to any other exclusive use By-Law contained herein, the Original Owner may, in its absolute discretion, by giving written notice to the Body Corporate:-

- (1) nominate a part of the Common Property for exclusive use of an Owner; and
- (2) designate the purpose for which the exclusive use area may be used.

29.2 In the event of the Original Owner giving the Notice(s) under By-law 30.1 the Body Corporate shall do all things necessary to:-

- (1) make the grants of exclusive use which shall be on the following conditions:-
 - (a) the Owner is responsible for the cost of maintaining its exclusive use area, including any improvements installed on the exclusive use area;
 - (b) the Owner must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate; and
 - (c) the Owner must allow the Body Corporate access at all times to the exclusive use area and, if required, through the Lot, to enable inspection and maintenance if necessary at the Owner's cost; and
- (2) record a New Community Management Statement to give effect to the grants of exclusive use so made.

30. Agreements and Consents

The Body Corporate has the express power and authority to:

- (1) grant or enter into and execute a Body Corporate Administration Agreement for the performance of the duties of the Body Corporate;
- (2) grant or enter into and execute an agreement giving the rights (which may be exclusive or non-exclusive) for the control, management, caretaking and administration of the Building and Common Property and the proper regulation of the use thereof on such terms as the Body Corporate shall in its absolute discretion think fit and for such fee as may be agreed and pursuant to this power to enter into agreements with such persons and/or corporations as the Body Corporate shall in its sole discretion decide including an authority to occupy and utilise such areas of the Common Property as shall from time to time be set aside by the Body Corporate for such purposes.
- (3) Grant or enter into an easement over Common Property provided that such easement does not interfere with an Owner's exclusive use area unless such Owner otherwise agrees.
- (4) Consent to the entering into by an Owner of a commercial or retail Lot, any agreement in respect of liquor licence provided that such Owner must at all times and upon the direction of the Body Corporate comply at its own expense with all federal, state and municipal laws in respect of liquor licensing of the Lot and no individual Owner will make any objection or requisition in that regard.