



T H E R E S E R V E

BY LAWS

1. NOISE

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

- (i) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any part of the Scheme Land or exposed to the view of other owners or occupiers;
- (ii) All musical instruments, wireless, radiograms, television sets, stereos, and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other owners and occupiers of Lots on the Scheme land;
- (iii) Guests leaving after 9.00 pm must be requested by their host to leave quietly and quietness must also be observed when owners and occupiers return to their Lots late at night or in the early morning hours;
- (iv) In the event of any unreasonable noise in a Lot at any time the occupier or owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

2. Vehicles

The occupier of a Lot must not, without the Body Corporate's written approval:

- 2.1 park a vehicle, or allow a vehicle to stand, on the Common Property; or
- 2.2 permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property;

An approval under this By-law must state the period for which it is given. However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier. Designated visitor car parking areas must remain available at all times for the sole use of visitors' vehicles.

3. Road and Other Common Property

An occupier must not:

- 3.1 park a vehicle, or allow a vehicle to stand, on the Common Property; or
- 3.2 permit a boat, trailer, caravan, campervan or mobile home on the Common Property or on or in any car parking space.

4. Visitor's Car Park

- 4.1 Any invitees may park their vehicles in the visitors' parking area on the Common Property and must use such area only for its intended purpose of casual parking;
- 4.2 The occupier of a Lot must not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking, as such areas must remain at all times for the sole use of visitor vehicles;
- 4.3 The occupier of a Lot must ensure that their invitees use the visitor car parking area for a maximum period determined by the Body Corporate from time to time.

5. Obstruction

The occupier of a Lot shall not obstruct the lawful use of the Common Property by someone else.

6. Damage to Lawns etc. on Common Property

The occupier of a Lot must not, without the Body Corporate's written approval:

- 6.1 Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- 6.2 Use a part of the Common Property as a garden.

An approval under subsection (1) must state the period for which it is given. However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

7. Damage to Common Property

The occupier of a Lot must not mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property or an asset to the Common Property except with the written approval of the Body Corporate. However, this By-law does not prevent an occupier from installing 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. The owner of a Lot must keep any such device installed under this By-law in good order and repair.

8. Depositing rubbish on Common Property

The occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

9. Use of Recreational Facilities

Subject to By-law 10, the occupier of a Lot must:

- 9.1 ensure that invitees and guests do not use the Recreational Facilities unless the occupier accompanies them;
- 9.2 ensure that children below the age of thirteen (13) years are not in or around the Recreational Facilities unless accompanied by an adult occupier exercising effective control over them;
- 9.3 ensure that alcoholic beverages are not taken to or consumed in or around the pool;
- 9.4 ensure that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool;
- 9.5 ensure that the occupier and invitees exercise caution at all times and must not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons;
- 9.6 ensure that no use is made of the Recreational Facilities between the hours of 10 pm and 6 pm; (??)
- 9.7 obey the direction of the Manager in relation to the behaviour of persons using the Recreational Facilities; and
- 9.8 not use any gymnasium equipment if unsure of its use or operation and any gymnasium equipment must only be used in the intended and generally accepted manner of use for such equipment, and must report all malfunctions or incidents to the manager or the Body Corporate.

The terms "Recreational Facilities" means any swimming pool, gym, sauna, change rooms, toilets, barbeque area, games room and any other recreational areas (and any areas in the vicinity).

10. Maintenance of Recreational Facilities.

- 10.1 The occupier of a Lot must not without Body Corporate approval operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities or, where applicable, deposit or add any chemical or other substance to the same.
- 10.2 If an occupier of the Scheme Land requires the use of recreational facilities that include the picture or the kitchen area entertainment facilities they shall lodge with the Manager a bond of 100 AUD.
- 10.3 The Manager may impose any conditions it deems necessary to issue to the occupier, his agent, employee, contractor, or servant that the Manager deems reasonable and those conditions are deemed to have full effect and have been issued by the Body Corporate.
- 10.4 Without restricting or limiting the common law or statutory rights of the Body Corporate, that bond shall be forfeited and form part of the recompense to fully restore any and all damage caused by the occupier or his agent, employee, contractor, or servant when using those facilities.
- 10.5 For the purpose of this sub section 'damage' shall include all matter of things that the Body Corporate is required to repair, replace, clean or renew and any maintenance required to effect those repairs, replacement or cleaning.

- 10.6 If the cost of repair etc. of any such damage does not exceed 100 AUD the occupier shall be refunded that balance after the repairs etc. have been carried out.
- 10.7 Where appearing in section 10.2 and section 13.2 of these By-laws the bond referred to may be deposited with the Manager by credit card imprint, cheque or cash.
11. Instructions to Contractors.
- The occupier must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.
12. Garbage Disposal.
- 12.1 The Body Corporate has the power to devise and implement a rubbish removal system from time to time incorporating, but not limited to, permitted means and times for disposal, disposal routes, estimated pick up areas (if any), location of rubbish removal, storage of rubbish, containment of rubbish, regularity of rubbish removal, segregation of rubbish and special rubbish requirements.
- 12.2 The occupier of a Lot must:
- (a) comply with all local government laws about the disposal of garbage;
 - (b) ensure that the health, hygiene and comfort of the occupiers of other Lots is not adversely affected by the disposal of garbage;
 - (c) use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and
 - (d) comply with rubbish removal system put in place by the Body Corporate from time to time under this By-law.
13. Removals.
- 13.1 The occupier must not remove any furniture, piano or safe into or out of any Lot without prior notice given to the Body Corporate and the moving must be done in a manner and at a time directed by the Body Corporate or the Manager.
- 13.2 The occupier moving into or out of a Lot must first lodge with the Manager a notice of the dates for the moving and a bond of 250 AUD before any furniture, piano or safe can brought into or across the Common Property.
- 13.3 The Manager may impose any conditions on the occupier, his agent, employee, contractor or servant that the Manager deems necessary and reasonable and those conditions are deemed to have the full effect and have been issued by the Body Corporate.
- 13.4 Without restricting or limiting the common law or statutory rights of the Body Corporate, that bond shall be forfeited and from part of the recompense to fully restore any and all damage caused by the occupier or his agent, employee, contractor or servant in such moving.
- 13.5 For the purpose of this sub-section 'damage' shall include all matters of things that the Body Corporate is required to repair, replace, clean or renew and any maintenance required to effect those repairs, including but not limited to maintenance of the lifts deemed to have been made necessary by inappropriate use.
- 13.6 If the cost of repair etc. of any such damage does not exceed 250 AUD the occupier shall be refunded that balance after the repairs etc. have been carried out.
- 13.7 For the purpose of this sub-section 'inappropriate use' (without restricting or limiting the common usage of the term) includes usage not in accordance with the lift instructions and specifically includes overloading the lift and holding the door of the lift open by hand or any means other than the lift controls.
- 13.8 Any personal effects such as furniture, mattresses or the like left by the occupier on Common Property will be removed from the property by the Manager at the occupier's expense.
14. Vending Machine.
- 14.1 The Manager is entitled to install in any games room:
- (a) Vending machines for beverages and refreshments; and
 - (b) Coin and card operating games.
- 14.2 All revenue received from operating such facilities belongs to the Manager.

14.3 The Manager is responsible for the maintenance, installation, replacement and repair of such facilities.

15. Appearance of Lot.

15.1 The occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds. The occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding, or another cloth article if the article is visible from another Lot or the common property, or from outside the Scheme Land; or
- (b) 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. *(Note—Under the Building Act 1975, sections 246R and 246S, a Body Corporate cannot withhold consent for particular activities stated in the sections that might change the external appearance of a Lot. This is not part of the by-laws)*

16. Storage of Flammable Materials.

16.1 The occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

16.2 The occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

16.3 However, this section does not apply to the storage of fuel in the fuel tank of a vehicle, boat, or internal combustion engine or a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

17. Keeping of Animals.

Subject to this By-law and the provisions of the Act, an occupier is not to bring or keep an animal on the Lot or Common Property without the Body Corporate's written approval. An occupier of a lot may keep a maximum of one (1) dog or cat in the lot, so long as the animal:

17.1 Weighs less than 10kg; and

17.2 Does not disturb others; and

17.3 Is a domesticated pet; and

17.4 Is toilet trained; and

17.5 Only passes over or through the Common Property for the purpose of ingress and egress to a Lot and is on a lead.

The Body Corporate may order an animal to be removed from the Scheme land if the animal does not comply with all of the criteria set out in this By-law. *(Editor's note— 181 Guide, hearing and assistance dogs (1) A person with a disability under the Guide, Hearing and Assistance Dogs Act 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a Lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide, hearing or assistance dog while on the Lot or common property. (2) A person mentioned in subsection (1) who is the owner or occupier of a Lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the Lot. (3) A by-law cannot exclude or restrict a right given by this section.)*

18. Auction Sales.

The occupier of a Lot must not permit any auction sale to be conducted or to take place on the Lot or on the Common Property without the Body Corporate's written approval. This By-law shall have no application to the original owner.

19. Right of Entry.

- 19.1 The occupier, upon receiving reasonable notice from the Body Corporate, must allow the Body Corporate or the Manager or any contractors, workmen or other persons authorised by them, the right of access to the Lot for the purposes of carrying out works or effecting repairs to any utility infrastructure.
- 19.2 If in the reasonable opinion of the Body Corporate or the Manager there is a matter of sufficient emergency no such notice will be necessary. Such works or repairs shall be at the expense of the owner of the Lot in the case where the need for such works or repairs is due to any act or default of the occupier or their guests, servants or agents. The Body Corporate or the Manager in exercising the powers under this By-law must ensure that its servants, agents and employees cause as little inconvenience to the occupier of the Lot as is reasonable in the circumstances.

20. Use of Lots.

- 20.1 Subject to any By-law to the contract, the occupier of a Lot must not use their Lot or permit the same to be used otherwise than for residential accommodation nor for any purpose that may cause a nuisance or hazard for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme land.
- 20.2 The owner of a Lot is liable for any increase in the premium reinstatement insurance effected by the Body Corporate, which increase is attributed to that way in which a Lot (or any associated occupation authority are of exclusive use area) is used by the owner or any occupier.

21. Adjoining Lake.

The occupier of a Lot must comply with all rules and regulations imposed by any local or government authority relating to the use and enjoyment of the lake adjoining the Scheme Land and the occupier of a Lot must not engage in or conduct any activity in, or near the adjoining lake which may have the effect of contaminating the water, introducing foreign plant material and/or foreign marine life to the lake or otherwise do anything which may harm the lake or cause damage to it.

22. Infectious Diseases.

In the event of any infectious diseases which may require notification by virtue of any statute, regulation or ordinance happening in any Lot, the occupier of the Lot must give written notice thereof and any other information which may be required relative thereto to the Body Corporate and shall pay to the Body Corporate to disinfect the Lot and any part of the Common property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.

23. Alteration to the Lot.

- 23.1 The occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) Effect structural alteration to the interior of the Lot; or
 - (b) Erect any screen, blind, awning or any other structure of any kind to the exterior of the Lot or the Common Property; or
 - (c) Paint, repaint or carry out work to or alter the exterior of the Lot or to the Common Property.

Before deciding whether to give approval, the Body Corporate may require plans and specifications of the proposed work, alteration, improvement or structure and such other particulars and information as the Body Corporate may require. Any work, alteration, improvement or structure carried out or erected in breach of this By-law may be removed by the Body Corporate.

24. Curtains, Blinds, Shutters and Window Tinting.

The occupier must not hang curtains, install blinds, shutters or apply window tinting visible from the outside of the Lot unless the curtains have a white backing, or unless such colour and design have been approved by the Body Corporate. In giving such approval, the Body Corporate shall ensure so far as practicable that curtain backing,

blinds, shutters and window tinting used in all Lots present a uniform appearance when viewed from Common Property or any other Lot.

25. Maintenance of lots.

25.1 Except where it is the responsibility of the Body Corporate under the Act, the Regulation Module of these By-laws:

- (a) each owner is responsible for the maintenance of their Lot and must ensure that the Lot is so kept and maintained a not to be offensive in appearance to other Lot occupiers through the accumulation of excess rubbish or otherwise;
- (b) each owner is responsible for the maintenance of the air-conditioning system servicing their Lot and must ensure that their air-conditioning system is operating.

25.2 An owner or occupier must not replace an air-conditioning system unless:

- (a) the Body Corporate first approves the new system to be installed: and
- (b) the installation is carried out by an installer approved by the Body Corporate.

25.3 All lots must be maintained to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risk or contributing to the spread of noxious weeds to other Lots.

26. Replacement of Glass.

Windows must be kept clean and promptly replaced by and at the cost of the occupier of the Lot with fresh glass of the same kind and weight as at present if broken or cracked. This By-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.

27. Taps.

The occupier of a Lot must not waste water and shall see that all water taps in the Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system must be turned off.

28. Utility Infrastructure.

The utility infrastructure must not be used for any purpose other than that for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to any utility infrastructure from misuse or negligence shall be borne by the owner whether the same is caused by the Lot owner or those of his servants, agents, licensees or invitees.

29. Behaviour of Invitees.

29.1 The occupier of a Lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

29.2 The occupier of a Lot is liable to compensate the Body Corporate in respect of all damage to the Common Property or damage to Body Corporate assets caused by the occupier or their servants, agents, licensees or invitees.

29.3 The owner of a Lot which is the subject of a lease, tenancy or license must take reasonable steps, including any action available under such lease, tenancy or license, to ensure that any lessee, tenant or licensee or other occupier of the Lot or their invitees comply with these By-laws.

29.4 The duties and obligations imposed by these By-laws on an occupier of a Lot must be observed not only by the occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such occupier.

29.5 Where the Body Corporate expends money to make good damage caused by breach of the Act, the Regulation Module or of these By-laws by any occupier of a Lot or the guests, servants, employees, agents, children, invitees and licensees of the occupier of a Lot or any of them, the Body Corporate is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the Lot at a time when the breach occurred.

- 29.6 Any breach of the By-laws committed by an invitee of an owner or occupier of a Lot shall be deemed to have been a breach of the By-laws by that owner or occupier.
30. Notice of Defect.
- The occupier of a lot must give the body Corporate or the Manager prompt notice of any accident to or defect in the utility infrastructure on the Common Property which comes to his knowledge and the Body Corporate has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Building and the Scheme Land as often as may be necessary.
31. Owner not to litter.
- The occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butt or other substances or article whatsoever out of the window or doors or down or from any staircases, skylights, balconies, the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by such breach must be borne by the occupier concerned.
32. Display Unit.
- While the original owner ...
33. Management/Letting Unit.
- 33.1 Lot 53 may be used for both residential accommodation purposes and for the purposes of management and caretaking of the Common Property or Lots in the Scheme and/or for the letting of Lots in the Scheme on behalf of the owners of Lots and/or for the provision of such other services for the benefit of the Common Property of Lots in the Scheme as the Body Corporate may from time to time determine.
- 33.2 For as long as the owner or occupier of such Lot is the manager, in so far as it is lawful to do so, the Body Corporate must:
- (a) not unreasonably or unlawfully interfere with the services provided by the Manager;
 - (b) not grant or authorise any other person or corporation to conduct any services provided by the Manager or any business of a similar nature on or from the Common Property and nor shall the Body Corporate conduct any such business itself directly or indirectly;
 - (c) not make any part of the Common Property available to any person or corporation for the purpose of conducting any such business of a similar nature;
 - (d) use all reasonable endeavours to affect termination of a competing business or service, in the event of a person or corporation other than the Manager attempts to use any part of the Common Property for the purpose of conducting a business or service in competition with the business of or services provided by the Manager;
 - (e) permit or authorise the Manager to display signs or notices on the Common Property in connection with the business or services provided by the Manager.
34. Exclusive Use – Car Parking/Storage.
- 34.1 The owners or occupiers of each Lot in the Scheme will be entitled to the exclusive use of a certain part of the Common Property for the use of car parking and (if applicable) storage. The exclusive use car parking/storage space(s) attaching to each Lot is identified and allocated in Schedule E or will be identified and allocated by the original owner and notified in writing to the Body Corporate within one (1) year after the recording of the Community Management Statement. A Lot owner or Lot owners may, under a re-allocation agreement, re-allocate their car/storage (?) spaces between themselves but details of the re-allocation must be given to the Body Corporate. Each owner or occupier to whom exclusive use of a car parking/storage space (s) is given pursuant to this By-law shall:
- (a) use such space (s) for the purpose of car parking and (if applicable) storage only;
 - (b) use only the area (if any) hatched in black on the plans annexed to the Community Management Statement for storage purposes;

- (c) keep the exclusive use area in a tidy condition and shall not litter the same or so use the same as to create a nuisance but otherwise the Body Corporate shall be responsible for the repair and maintenance of the car parking/stage space (s).

34.2 The Body Corporate, the Manager and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, Building, the Common Property, the Lot or an adjoining Lot.

35. Exclusive Use – Lakefront Yard.

35.1 The owners or occupiers of certain Lots in the Scheme will be entitled to the exclusive use of a certain part of the Common Property for use as a lakefront yard. The exclusive use lakefront yard attaching to a Lot is identified and allocated in Schedule E or will be identified and allocated by the original owner and notified in writing to the Body Corporate within one (1) year after the recording of the Community Management Statement. Each owner or occupier to whom exclusive use of a lakefront yard is given pursuant to this By-law must ensure that:

- (a) all plants kept in the lakefront yard are compatible and in conformity with the landscaping and plants kept on the Common Property in the vicinity of the lakefront yard;
- (b) all umbrellas, or other shade covers are first approved in writing by the Body Corporate; and
- (c) all large pots, plants and statues and other features proposed to be placed or installed in the courtyard area are first approved in writing by the Body Corporate, which will not be granted unless the Body Corporate is satisfied that such pots, plants and statues and other features (as the case may be) will not detrimentally affect the visual integrity of the Scheme Land.

35.2 If an owner or occupier of a lot fails to comply with clause 35.1, the Body Corporate may at the cost of the owner or occupier, payable on demand enter into the exclusive use area and carry out whatever work the Body Corporate considers necessary to ensure that By-law 35.1 is complied with.

35.3 The Body Corporate, the Manager and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, the building, the Common Property, the Lot or an adjoining Lot.

36. Exclusive Use – Lifts.

36.1 The owners or occupiers of certain Lots in the Scheme will be entitled to the exclusive use of certain lifts on the Common Property.

36.2 The right of exclusive use of a lift attaching to each Lot (to be used in common with owners or occupiers of certain Lots) are identified and allocated in Schedule E or will be identified and allocated by the original owner and notified in writing to the Body Corporate within one (1) year after the recording of the Community Management Statement.

36.3 Each owner or occupier to whom exclusive use of a lift is given pursuant to this By-law must not litter the same or so use the same as to create a nuisance but otherwise the Body Corporate shall be responsible for the repair and maintenance of the lift. The Body Corporate may recover the cost of repairing, maintaining or replacing each lift and any associated machinery or apparatus by levying the lots entitled to the exclusive use of a lift based on the contribution schedule Lot entitlement of the relevant Lot in proportion to the total contribution schedule Lot entitlement of the Lots enjoying the benefit of the relevant lift.

37. Additional Exclusive Use Areas.

37.1 The owners or occupiers of certain Lots in the Scheme will be entitled to the exclusive use of certain part of the Common Property nominated by the original owner to the Body Corporate from time to time. The exclusive use area attaching to each Lot is identified and allocated in Schedule E or will be identified and allocated by the original owner and notified in writing to the Body Corporate within one

(1) year after the recording of the Community Management Statement. Each owner or occupier to whom exclusive use of a lift is given pursuant to this By-law must ensure that:

- (a) the area is used for the purpose identified in Schedule E;
- (b) the exclusive use area is kept in a tidy condition and shall not litter the same or so use the same as to create a nuisance but otherwise the Body Corporate shall be responsible for the repair and maintenance of the exclusive use area.

37.2 The Body Corporate, the Manager and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, the building, the Common Property, the Lot or an adjoining Lot

38. Security.

38.1 All security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme land must with the exception of that equipment installed upon any Lot by an owner, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot by an owner, which shall be maintained at the cost of the owner) the property of the Body Corporate must be repaired and maintained at the cost of the Body Corporate.

38.2 In no circumstances will the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the occupier must allow the Body Corporate or the Manager and their respective servants, agents or contractors to enter upon the Lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs of the repair or maintenance of the security equipment will (?) in a Lot must be at the cost of the owner of a Lot.

39. Recovery of Costs.

The owner must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovery all and any taxes or monies duly (?) levies (?) upon such owner by the Body Corporate pursuant to the Act or the Regulation Module. Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these By-laws by any owner or the tenant, guest, servants, agents, children, invitees or licensees of the owner or any of them, the Body Corporate is entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.

40. Power to enter into utility/service agreements.

40.1 The Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:

- (a) an agreement for the supply of any services to the Scheme Land, including an agreement for the delivery of mail within the Scheme Land;
- (b) an agreement for the supply of electricity, gas water or reticulated hot water throughout the Scheme Land; or
- (c) an agreement with the Manager authorising the Manager to hold a liquor license over a party (?) of the Scheme land, and to give the Manager full, free and unfettered control over the relevant part of the Common Property.

41. Charges for Utility Services.

- 41.1 If the Body Corporate pursuant to an agreement or otherwise is to be charged or is charged by way of a bulk assessment for any utility services, the Body Corporate is authorised to calculate charges for the relevant utility service to the owners or occupiers of the Lots receiving the benefit of the relevant utility service, by levying charges to the relevant owners or occupiers.
- 41.2 If the Body Corporate charges the owners or occupiers a rate for the supply of the utility service which is higher than the rate at which the Body Corporate acquires and/or is charged for the utility service, and surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of owners.
- 41.3 The Body Corporate may establish a system of accounts and invoices in connection with the supply of the utility service and may render those accounts to the owners or occupiers as appropriate. The Body Corporate may recover any amounts when due and payable pursuant to the accounts rendered under this By-law, and if an account is unpaid by the due date the Body Corporate may do one or more of the following:
- (a) recover any amount as a liquidated debt;
 - (b) recover interest on any unpaid account;
 - (c) disconnect the supply of the utility;
 - (d) charge a re-connection fee to restore the utility to that Lot; or
 - (e) increase the advance payment or security deposit (if any).

42. Progressive Development.

The owner ...

43. Interpretation.

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

- 43.1 'The Act' means the Body Corporate and Community Management Act 1997 and includes all related Regulations and Regulations Module;
- 43.2 'the Body Corporate' means the Body Corporate identified in Item 3 of this Community Management Statement;
- 43.3 'the building' means the building containing the Lots and includes, where the context permits or requires, any other buildings or improvements on the Scheme Land;
- 43.4 'the Manager' means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply management, caretaking, and/or letting services for the benefit of the Common property or Lots included in the Community Management Scheme;
- 43.5 'Common Property' means all land contained in the Community Titles Scheme that is not included in a Lot;
- 43.6 'Community Management Statement' means the Community Management Statement to which these By-laws are annexed;
- 43.7 'Community Titles Scheme' means the Community Titles Scheme identified in item 1 of this Community Management Statement;
- 43.8 'Lot' means a lot in the Community Titles Scheme;
- 43.9 'original owner' means the original owner identified in item 5 of the first Community Management Statement for the scheme and includes any successors or assign of any Lot, and or mortgagee or that party;
- 43.10 'Regulation Module' means the Regulation Module identified in item 2 of this Community Management Statement;
- 43.11 'Scheme land' means the Scheme Land identified in item 4 of this Community Management Statement and includes, when the context permits or requires, all improvements thereon;
- 43.12 'utility infrastructure' means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with utility services;
- 43.13 'utility services' means:
- (a) water reticulation or supply;
 - (b) gas reticulation or supply;

- (c) electricity supply;
- (d) air-conditioning;
- (e) a telephone system;
- (f) a computer data or television service;
- (g) a sewer system;
- (h) drainage;
- (i) a system for the removal or disposal of garbage or waste;
- (j) another system or service designed to improve the amenity, or enhance the enjoyment of Lots or Common Property.

Amended April 2013.