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- (c) is responsible for keeping the area in a clean and tidy condition however, subject to by-law 2.2(e), the body corporate is responsible for the repair, maintenance and replacement of the car park;
- (d) is not entitled to enclose or fence any part of this area;
- (e) is responsible for repairing any damage caused to the area by the Owner, its Invitees or its Occupiers; and
- (f) may not grant a licence for the use of this area.
- (g) acknowledge that services may pass beneath the exclusive use area and therefore the Owner or Occupier must (within a reasonable timeframe with reference to the urgency of the required access) If requested by the Body Corporate or complex manager move any vehicle or other object to enable repairs to the services.

SCHEDULE C BY-LAWS

1. DEFINITIONS

Act means the *Body Corporate and Community Management Act 1997*.

Bellavue CTS means the adjoining community titles scheme known as the Bellavue Robina Community Titles Scheme.

Complex Manager means a manager / caretaker providing services to the body corporate.

Complex Manager's Lot means Lot 127 on SP 288476.

Complex Manager's Shed means Lot 236 on SP 288475 located within the Bellavue CTS.

Invitee means any person on the scheme land with the permission of an Owner or Occupier.

Occupier means a tenant of a lot, a licensee of a lot and/or any person resident in a lot.

Owner means an owner of a lot.

Podium means the concrete structure, part of which is contained in the Scheme and supported by a series of concrete columns and piles.

Recreation Facilities means the recreation facilities (including the swimming pool and barbecue area) located on the scheme land.

Vehicle includes but is not limited to a car, truck, motor bike, boat, trailer, caravan, campervan or mobile home.

Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this document unless the context indicates otherwise.

2. INTERPRETATION

2.1. Unless expressed to the contrary:-

- (a) words importing:-
 - (i) the singular include the plural and vice versa;
 - (ii) any gender include the other genders;

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- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
 - (c) a reference to:-
 - (i) a person includes a firm, association, trust, partnership, body, instrumentality or entity whether incorporated or not, corporation and a government or statutory body or authority;
 - (ii) a person includes legal personal representatives, successors, substitutes and permitted assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments and replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (vii) any thing is a reference to the whole or any part of it and any reference to a group of things or persons is a reference to any one or more of them;
 - (viii) an obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, them jointly and each of them severally.
 - (d) headings are included for convenience only and do not affect the interpretation of these by-laws.
 - (e) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.
- 2.2. If any part of these by-laws is invalid for any reason that part will be severed from these by-laws and that invalidity will not affect the validity or operation of any other part of these by-laws except to the extent necessary to give effect to that invalidity.

3. NOISE

- 3.1. An Owner or Occupier must not create (and must ensure their Invitees do not create) any noise likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property.
- 3.2. Owners or Occupiers leaving or returning to a lot late at night or early in the morning must do so with minimum noise.
- 3.3. Invitees leaving after 11:00pm must be requested by the Owner or Occupier of the lot to leave quietly.
- 3.4. An Owner or Occupier must take all necessary steps (e.g. by closing all doors, windows and curtains) to minimise annoyance to other Owners, Occupiers and Invitees caused by unavoidable noise.
- 3.5. The volume of any radio, television or other sound emitting device must be kept as low as possible and must not be audible to any person lawfully on another lot or the common property.
- 3.6. An Owner or Occupier must not permit:-
 - (a) any musical instrument to be practised or played; or
 - (b) any avoidable noise to be made;

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so as to be audible to any person lawfully on another lot or the common property.

4. VEHICLES

- 4.1. An Owner or Occupier must not, without the body corporate's written approval or unless authorised under an exclusive use by-law:-
- (a) park a Vehicle or allow a Vehicle to stand, on the common property (including but not limited to all internal roads and visitor parking spaces within the scheme land); or
 - (b) permit an Invitee to park a Vehicle, or allow a Vehicle to stand, on the common property (including but not limited to all internal roads within the scheme land), except for the designated visitor parking.
- 4.2. An Owner or Occupier must not, without the body corporate's written approval drive or permit to be driven any motor vehicle in excess of two (2) tonnes (other than Vehicles(s) necessary to complete the construction and/or occupation of any building on a Lot or Vehicles entitled by statute, ordinance, code or other law) over the common property. This by-law does not apply to the original owner while it remains an Owner or Occupier of any lot.
- 4.3. An approval under by-law 4.1 or 4.2 must state the period for which it is given, with the exception of designated visitor parking. However, the body corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.
- 4.4. An Owner or Occupier must ensure their Invitees only use the designated visitor parking for casual parking.
- 4.5. An Owner or Occupier must not drive a Vehicle over the common property at a speed greater than 10kph.
- 4.6. An Owner or Occupier must not wash a Vehicle on the common property.

5. OBSTRUCTION/NUISANCE/INTERFERENCE

An Owner or Occupier must not:-

- 5.1. obstruct the lawful use of the common property by any other person;
- 5.2. cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of any person lawfully on another lot or using the common property;
- 5.3. operate or permit to be operated on the scheme land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including but not limited to a television or radio) lawfully being used on a lot or the common property; or
- 5.4. ride or permit to be ridden on the common property any skateboard, roller blades, skates, cart or any other similar equipment.

6. DEPOSITING RUBBISH, ETC ON THE COMMON PROPERTY

An Owner or Occupier must not deposit or throw upon the common property or any lot any paper, refuse, cigarette butts, rubbish, dirt, dust or any other material likely to interfere with the peaceful enjoyment of a person lawfully on a lot or using the common property.

7. GARBAGE DISPOSAL

- 7.1. Unless the body corporate provides some other method of garbage disposal, every Owner or Occupier must keep a receptacle for garbage in a clean and dry condition on the lot or on a part of the common property designated by the body corporate for that purpose.

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- 7.2. The Owner/Occupier must:-
- (a) comply with all local government laws about the disposal of garbage;
 - (b) ensure that in disposing of garbage, the Owner/Occupier does not adversely affect the safety, hygiene, health or comfort of other Owners and Occupiers; and
 - (c) use any recycle bins or receptacles that are provided by the body corporate and/or the local authority, and, separate where necessary any garbage so full use is made of any recycle bins or receptacles.
- 7.3. Where any receptacle for garbage kept by the Owner or Occupier in accordance with by-law 7.1 contains garbage, the Owner or Occupier must ensure the receptacle:-
- (a) is available on all collection days in a manner acceptable to the garbage collectors (which includes but is not limited to taking the receptacle to the collection point nominated by the body corporate committee (if any));
 - (b) is returned to its correct storage position after collection; and
 - (c) does not remain at the collection point for more than twelve (12) hours.

8. DAMAGE TO LAWNS ETC ON COMMON PROPERTY

An Owner or Occupier must not without the body corporate's written approval or unless authorised under an exclusive use by law:-

- 8.1. damage any lawn, garden, tree, shrub, plant or flower growing on the common property; or
- 8.2. use any part of the common property as a garden.

9. DAMAGE AND ALTERATIONS TO COMMON PROPERTY

- 9.1. An Owner or Occupier must not (without the body corporate's written consent):-
- (a) mark, paint, drive nails, screws or other objects into, or otherwise damage, deface any structure that forms part of the common property or any body corporate asset;
 - (b) make any alterations or improvements to the common property.
- 9.2. Any improvement to the common property must be maintained by the current Owner of the lot (to whom consent for the alteration was provided under this by-law) unless otherwise provided by the body corporate.

10. ALTERATIONS TO LOTS AND BUILDINGS ON A LOT

- 10.1. An Owner or Occupier must not (without the prior written consent of the body corporate) alter the external appearance of a building constructed on a lot or make any structural alterations to a building constructed on a lot or construct any additional improvements or structures on a lot. Any alteration or improvement carried out in contravention of this by-law may be removed (with or without notice) by the body corporate or its servants, agents or contractors and the Owner or Occupier of the lot must permit entry to the lot for this purpose. This by-law does not apply to the original owner.
- 10.2. Without limiting by-law 10.1, an Owner or Occupier must not (without the body corporate's written consent) install:-
- (a) any lock or other safety device to protect a building constructed on a lot against intruders; or
 - (b) any screen or other device to prevent the entry of animals or insects into a building constructed on a lot.

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- 10.3. If the body corporate provides its written consent (in accordance with by-law 10.2) any screen or other device which is installed must match the existing colour of the framing.
- 10.4. Notwithstanding by-laws 10.1 and 10.2 an Owner or Occupier may install a security screen, door, device (or approved equivalent) on the building constructed on their lot without the consent of the body corporate but only if the security screen, door, device (or approved equivalent) is a "crim mesh security screen" and:-
- (a) the border of the security screen, door, device or approved equivalent matches the existing door or window frame colour; and
 - (b) the remainder of the security screen, door, device or approved equivalent (including any mesh or grille) is black in colour.
- 10.5. The body corporate may (but is not obliged to) refer the request for its consent under this by-law to an architect appointed by the body corporate. If the architect:-
- (a) recommends the alterations be approved, the body corporate must provide its consent to the alterations; or
 - (b) recommends the alterations be refused, the body corporate must not provide its consent to the alterations.
- 10.6. An
- (a) alteration to the external appearance of a lot;
 - (b) a structural alteration to a lot;
 - (c) construction of improvements or structures on a lot;
- includes but is not limited to painting or repainting of or the carrying out of work to the exterior of a lot, the erection of external blinds, awnings, pergolas, external aerials, receivers, satellite dishes, changes to utility infrastructure (including gas, water or electrical installations), the installation or replacement of an air-conditioning unit or the enclosure of any balcony patio, or outdoor terrace, or the installation of any shed or other structure or improvement on the lot.
- 10.7. The body corporate will be entitled to request copies of all plans and specifications and any report(s) it (or the architect considering the proposed alteration) considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request. Any costs payable to the architect in considering the proposed alterations must be paid by the Owner or Occupier making the request.
- 10.8. Any alterations or improvements must be:-
- (a) carried out in:-
 - (i) a good and workmanlike manner by appropriately skilled and qualified tradespeople;
 - (ii) accordance with any conditions imposed by the body corporate;
 - (iii) accordance with the requirements of any relevant authority;
 - (iv) such a manner as to minimise interference to any people lawfully on another lot or using the common property; and
 - (b) completed as soon as possible after commencement.

11. WINDOW COVERINGS

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An Owner or Occupier must not hang any window covering (including curtains, blinds, shutters, venetians or roller shades) or apply any window tinting visible from outside the lot (the "window coverings") unless the window coverings have a neutral backing, or the colour and design of the window coverings and the type of window tinting has been approved in writing by the body corporate committee. In giving any approval the body corporate must ensure so far as is practical that the window coverings and tinting used in all lots present a uniform appearance when viewed from outside the lots. This by-law does not apply to the original owner.

12. APPEARANCE OF LOT AND COMMON PROPERTY AND OUTDOOR DRYING FACILITIES

- 12.1. An Owner or Occupier must not (without the prior written consent of the body corporate committee):-
- (a) paint, affix or display any sign, advertisement, notice, poster, placard, banner, pamphlet or similar article on any lot or the common property;
 - (b) hang any washing, towels, clothing, bedding or other articles on any lot or the common property;
 - (c) park a Vehicle (other than a car which has current registration) on a lot or allow a Vehicle (other than a car which has current registration) to stand on any lot;
- in such a way as to be visible from another lot, the common property or outside the scheme land.
- 12.2. An Owner or Occupier must not (without the prior written consent of the body corporate committee):-
- (a) do any maintenance work on any Vehicle if the Vehicle is visible from another lot, the common property or outside the scheme land;
 - (b) place any outdoor drying facilities including a clothes line, hoist or rack ("drying facilities") on the common property;
 - (c) install any umbrella or awning on a lot;
 - (d) use any part of the common property for storage.
- 12.3. Provided however while the original owner remains an Owner or Occupier of any lot, the original owner may:-
- (a) affix or display any sign, advertisement or notice for the purpose of offering any lot for sale or lease; or
 - (b) use any part of a lot or common property (other than areas of the common property which are allocated for the exclusive use by an Owner).

13. PODIUM

- 13.1. An Owner or Occupier must not damage the Podium or overload the Podium.
- 13.2. An Owner or Occupier must not (without the prior written consent of the body corporate) do anything which will or may have an adverse effect on the load bearing capacity of the Podium.
- 13.3. An Owner or Occupier must not do anything that will affect the fire integrity of the Podium or services that pass through the Podium.
- 13.4. The body corporate will be entitled to request copies of all documents and report(s) it considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request.

14. MAINTENANCE OF LOTS

- 14.1. Every Owner/Occupier:-

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- (a) is responsible for the maintenance and decoration of its lot and must ensure that each lot is kept clean (including but not limited to the removal of garbage) and maintained so as not to allow infestation by vermin or insects or to be offensive in appearance to other Owners and Occupiers;
 - (b) is responsible for the external maintenance and decoration of the building constructed on their lot and must ensure that the building is kept in a clean, tidy and presentable condition and without limiting the foregoing every Owner/Occupier must:-
 - (i) regularly clean the exterior of the building;
 - (ii) repair or replace any cracked or broken items on the exterior of the building;
 - (c) is responsible for the maintenance and replacement of any lawn , synthetic grass, garden, tree, shrub, plant or flower growing on its lot and must ensure any vegetation:-
 - (i) is kept in good condition (which includes but is not limited to regularly mowing any lawn and keeping any plants, pots, and planter boxes in good condition and keeping any garden reasonably free of weeds and removing and replacing any dead plants) and within the boundaries of the lot;
 - (ii) is maintained so as not to be offensive in appearance to other Owners and Occupiers and to prevent any increase to the fire risk or the spread of noxious weeds;
 - (d) must not (without the prior written consent of the body corporate) change any landscaping scheme or the type of plants.
- 14.2. Windows must be kept clean and any broken windows must be promptly replaced (with glass of a similar standard) by the Owner/Occupier of the lot (at their expense). Owners and Occupiers must securely fasten all doors, windows or other openings to the lot whenever the lot is not occupied.

15. STORAGE OF INFLAMMABLE LIQUIDS ETC.

- 15.1. Subject to by-law 15.2, an Owner or Occupier must not (without the body corporate committee's prior written consent) bring on to, or store any inflammable, explosive or otherwise volatile substance or any thing which would increase the rate of fire insurance on the lot or the scheme land or which may conflict with any insurance policy upon the scheme land or the laws/regulations relating to fires or the regulations or ordinances of any public authority:-
- (a) on the common property; or
 - (b) in a lot unless the substance or thing is used or is intended for use for domestic purposes and is stored in accordance with the laws/regulations relating to the storage of the substance or thing.
- 15.2. An Owner or Occupier may store fuel in:-
- (a) the fuel tank of a Vehicle; or
 - (b) a tank kept on a Vehicle in which the fuel is stored in accordance with the laws/regulations relating to the storage of the fuel.

16. KEEPING OF ANIMALS

- 16.1. Except as set out in by-law 16.2 no animal will be allowed on a lot or the common property unless the keeping of the pet or other animal by the Owner or Occupier is approved by the body corporate committee.

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- 16.2. An Owner or Occupier may (without needing to obtain the approval of the body corporate committee) keep a maximum of two (2) animals on their lot provided:-
- (a) the animals are domestic dogs or domestic cats; and
 - (b) each animal is not (or is not expected to be) of a mass greater than ten (10) kilograms.
- 16.3. If an Owner or Occupier is permitted to keep a pet or other animal (in accordance with by-law 16.2 or in accordance with an approval of the body corporate committee), then that Owner or Occupier must ensure:-
- (a) that any droppings or waste material deposited by the pet or other animal on the common property is promptly removed and deposited in an appropriate garbage receptacle with appropriate wrapping;
 - (b) a photograph of the animal and the name of the animal are provided to the body corporate;
 - (c) that dogs are at all times kept on a leash while on the common property;
 - (d) that cats are kept indoors during the hours of darkness;
 - (e) that the pet wears an identification tag clearly showing the Owner or Occupier's address and/or telephone number;
 - (f) that in addition to (e) above, cats wear collar bells; and
 - (g) that the pet or other animal is kept clean, quiet and controlled at all times while on a lot or the common property.
- 16.4. Despite anything else in this by-law the body corporate committee may:-
- (a) for animals kept in accordance with an approval of the body corporate committee, refuse permission to bring a pet or other animal onto a lot or the common property by giving notice to the owner of the pet or other animal concerned; and/or
 - (b) if the animal is kept in accordance with by-law 16.2, give written notice to the Owner or Occupier that the pet or other animal must be removed from the scheme land;
- if, in the reasonable opinion of the body corporate committee, the pet or other animal is a nuisance or a danger to any person lawfully on a lot or using the common property or there has been a persistent breach of this by-law.
- 16.5. Any Owner or Occupier who brings or allows a pet or other animal onto a lot or the common property is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.
- 16.6. This by-law is subject to the provisions of Section 181 of the Act.

17. BEHAVIOUR OF INVITEES

- 17.1. Owners and Occupiers must take all reasonable steps to ensure their Invitees are adequately clothed at all times and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property or in a way that is likely to result in a breach of these by-laws.
- 17.2. Owners and Occupiers will be liable to compensate the body corporate for all damage to the common property or body corporate assets caused by their Invitees.
- 17.3. The Owner of a lot which is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure their Invitees comply with these by-laws, including but not limited to:-

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- (a) ensuring the agreement contains provisions requiring the Occupier to comply with these by-laws; and
- (b) taking action under the agreement to ensure these by-laws are complied with.

18. USE OF LOTS

- 18.1. All lots must be used only for residential purposes.
- 18.2. An Owner or Occupier must not use a lot for:-
 - (a) any illegal, unlawful or immoral purpose;
 - (b) any purpose which may interfere with the peaceful enjoyment of a person lawfully on another lot or the common property; or
 - (c) any purpose that may cause a nuisance or hazard or that may endanger the safety or good reputation of another Owner or Occupier.
- 18.3. Despite the provisions of this by-law the original owner may use any lot it owns for display purposes and permit the lots it owns and the common property to be inspected by prospective purchasers.
- 18.4. Where a lot includes an area designed for the parking of cars, the Owner or Occupier of the lot must only use this part of the lot for car parking purposes.
- 18.5. The Complex Manager's Lot may be used for residential purposes and for on-site management and letting of Lots in the Scheme and the Bellavue CTS in accordance with any engagement or authorisation entered into by a Complex Manager with the Body Corporate.
- 18.6. The Complex Manager's Shed may be used for on-site management and letting of Lots in the Scheme and the Bellavue CTS in accordance with any engagement or authorisation entered into by a Complex Manager with the Body Corporate.

19. RECOVERY BY BODY CORPORATE

Where the body corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Owner, Occupier or Invitee then the body corporate is entitled to recover:-

- 19.1. from the Owner (if the damage is caused by the Owner); or
- 19.2. from the Owner (at the time the damage occurred) of the lot from which the Occupier or Invitee came (if the damage is caused by an Occupier or Invitee);

the amount spent as a debt in any court action.

20. RECOVERY OF COSTS

- 20.1. An Owner (which expression shall extend to a mortgagee in possession) must pay on demand the whole of the body corporate's costs and expenses (including solicitor and own client costs and body corporate administrative and secretarial costs), such amount to be deemed a liquidated debt incurred in:-
 - (a) requesting payment of and collecting and recovering contributions or monies payable to the body corporate pursuant to the Act duly levied upon that Owner by the body corporate or otherwise or pursuant to these by-laws;
 - (b) all proceedings, including legal proceedings concluded or otherwise in favour of the body corporate taken by or against the Owner and/or Occupier of the Owner's lot or otherwise, including, but not limited to, applications for an order by the commissioner, appeals to the tribunal and appeals to the court.

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20.2. In the event that the Owner (or the Owner's mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of these costs and expenses, the body corporate may:-

- (a) treat such costs and expenses as a liquidated debt and take action for the recovery of the costs and expenses in any court of competent jurisdiction; and
- (b) enter such costs and expenses against the levy account of such Owner in which case the amount of the costs and expenses must be paid to the body corporate upon a subsequent sale or disposal of the Owner's lot failing which the purchaser of this lot will be liable to the body corporate for the payment of the costs and expenses.

21. POST BOXES

An Owner or Occupier must regularly clear its post box.

22. FURTHER DUTIES OF OCCUPIERS

An Owner or Occupier must:-

22.1. give to the body corporate prompt notice of any accident to or defect in:

- (a) the common property (including but not limited to utility infrastructure); and
- (b) any other property owned by the body corporate (including body corporate assets);

and must allow the body corporate full authority by its agents or servants to examine or make repairs or renovations which are deemed necessary for the safety and preservation of the building(s);

22.2. promptly notify the body corporate (and provide a detailed description) of any accident occurring on the common property;

22.3. permit the body corporate and its servants, agents and contractors at all reasonable times on one day's notice (except in the case of an emergency when no notice will be required) to enter a lot for the purpose of inspecting the interior of the lot and testing or carrying out works or effecting repairs on utility infrastructure or for the purpose of ensuring that these by-laws are being observed or for carrying out works or taking steps to ensure compliance with these by-laws. The body corporate in exercising this power must ensure its servants, agents and contractors cause as little inconvenience as is reasonable in the circumstances;

22.4. carry out all work that may be ordered by any competent public or local authority other than work that is for the building(s) generally;

22.5. in the event of any infectious disease occurring on any lot and which requires notification by any statute, regulation or ordinance, the Owner or Occupier must give written notice and other required information to the body corporate committee and must pay to the body corporate any expenses incurred by the body corporate in disinfecting the lot and the other parts of the building(s) and replacing any articles or things the destruction of which may be rendered necessary by such disease;

22.6. observe the terms of any notice displayed on the common property by the body corporate or any statutory authority;

22.7. not permit any auction sale to be conducted on or to take place upon any lot or the common property without the prior written consent of the body corporate committee. This by-law does not apply to the original owner;

22.8. not (without the body corporate's authority) instruct any contractors or workmen employed by or on behalf of the body corporate;

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- 22.9. if the Owner or Occupier wishes to lodge a complaint or application or to bring any matter to the attention of the body corporate committee address the written complaint, application or matter to the secretary of the body corporate or to the body corporate manager;
- 22.10. not use any water closets, conveniences and other water apparatus including waste pipes and drains installed in any lot and/or the common property for any purpose other than for which they were constructed and must not deposit any sweepings, rubbish or other unsuitable substances into these fixtures;
- 22.11. not use utility infrastructure for any purpose other than for which it was constructed;
- 22.12. not waste water and must ensure that all water taps in a lot or on the common property are turned off after use. If a lot is unoccupied for a period of more than one month, then any stopcock on the hot water system must be turned off; and
- 22.13. promptly carry out any repairs to a lot in a proper and workmanlike manner.

23. APPROVALS BY BODY CORPORATE AND BODY CORPORATE COMMITTEE

Any approval given by the body corporate or the body corporate committee:-

- 23.1. is valid for the period stated in the approval or until such time as the approval is cancelled by the body corporate or body corporate committee; and
- 23.2. may be given on such conditions as the body corporate or body corporate committee thinks fit.

24. RECREATION FACILITY HOURS

The Recreation Facilities must not be used between the hours of 9:00pm and 7:00am without the prior approval of the body corporate committee.

25. USE OF RECREATION FACILITIES

An Owner or Occupier must ensure:-

- 25.1. that their Invitees do not use any of the Recreation Facilities unless the Invitee is accompanied by an Owner or Occupier;
- 25.2. that children below the age of thirteen (13) years do not use any of the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- 25.3. that alcoholic beverages are not taken to or consumed in or around the swimming pool;
- 25.4. that glass containers or receptacles are not taken to or allowed to remain in or around the swimming pool;
- 25.5. that the Owner or Occupier and their Invitees exercise caution at all time when using the Recreation Facilities and do not behave in any manner (including running or splashing) which is likely to interfere with the use and enjoyment of the Recreation Facilities by any person lawfully using the Recreation Facilities;
- 25.6. that the Owner or Occupier and their Invitees do not place any soap, bubble bath or shampoo in any pool or spa;
- 25.7. the cooking appliances are used in a proper manner and turned off and cleaned after use;
- 25.8. that after the Recreation Facilities are used, the area is left in a clean and tidy state;
- 25.9. that (subject to Section 181 of the Act) no animals are brought onto or within the Recreation Facilities;
- 25.10. that the Owner or Occupier and their Invitees are adequately clothed at all times;

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- 25.11. that the Owner or Occupier and their Invitees obey any lawful direction given to them by the body corporate or the Complex Manager;
- 25.12. that the Owner or Occupier or their Invitees do not without the proper authority operate, adjust or interfere with the Recreation Facilities; and
- 25.13. that the Owner or Occupier or their Invitees do not use the Recreation Facilities, if the Recreation Facilities are damaged in which case they must ensure that any damage is reported to the Complex Manager.

26. RULES RELATING TO COMMON PROPERTY

The body corporate committee may make rules relating to the common property not inconsistent with these by-laws and these rules must be observed by all Owners and Occupiers while they remain in force or unless and until they are repealed by an ordinary resolution of a general meeting of the body corporate.

27. COPY OF BY-LAWS

Owners must provide a copy of these by-laws to each Occupier.

28. INSURANCE

If due to the nature of activities undertaken by any Owner or Occupier, the premiums payable under any insurance policy taken out by the body corporate increase, then the Owner of any such lot must pay to the body corporate the amount of increase in the premium(s) resulting from the activities undertaken by the Owner or Occupier.

29. AIR-CONDITIONING UNITS

- 29.1. Each Owner or Occupier must repair and maintain any air-conditioning unit that services the building constructed on the lot so the unit:-
 - (a) if visible from another lot, the common property or outside the scheme land is kept in a clean and tidy condition; and
 - (b) does not create any noise likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property.
- 29.2. Air-conditioning units must be located on the ground only, not attached to any roof or wall, and treated as an integral part of the building and screened from view with materials that match the surrounding materials. Approval for the installation of air conditioning units will be required in accordance with By-Law 10. This By-Law does not apply to the original owner.

30. SMOKING IN COMMON AREAS PROHIBITED

An Owner, Occupier or Invitee must not engage in or allow smoking in any areas of the common property.

31. ORIGINAL OWNER PERMITTED TO USE COMMON PROPERTY

Until all lots in the scheme have been developed and sold by the original owner, the original owner has the authority of the body corporate to access the common property for:-

- 31.1. the carrying out of promotional and marketing functions provided all reasonable steps are taken to minimise disturbance to the Owners, Occupiers and Invitees; and
- 31.2. construction purposes. The rights granted to the original owner under this by-law include but are not limited to the right to have construction traffic cross over the common property.

Title Reference [To Issue]

32. MANAGEMENT OF COMMON PROPERTY

32.1. The committee must ensure that any parts of the common property used for:-

- (a) electrical substations or control panels;
- (b) fire service control panels;
- (c) telephone exchanges;
- (d) plant and machinery rooms; and
- (e) other services to the lots and common property,

are kept locked unless there is a legal requirement to the contrary. Occupiers may not enter or open such areas without the consent of the body corporate committee.

32.2. The body corporate committee may allow contractors or workmen employed by the body corporate to store items of their property in any plant and machinery rooms on common property, if it is safe and lawful for that person to do so.

33. SECURITY

33.1. The body corporate may operate a security system (including the installation of locks and other security devices) and make rules and arrangements under which parts of the scheme land are secured against entry by unauthorised persons.

33.2. To the maximum extent permitted by law the body corporate is not liable for any loss or damage to any person or property due to:-

- (a) the failure or non-operation of the security system; or
- (b) the unauthorised entry to any part of the scheme land.

33.3. An Owner or Occupier must not disclose to any person any information nor do anything which may in any way adversely affect any security system operated by the body corporate.

34. SUPPLY OF SERVICES

The Body Corporate may supply or engage another person to supply maintenance services, communication services or domestic services (including, but not limited to air conditioning, electricity, water and refuse collection) for the scheme, and for that purpose:-

34.1. the body corporate may enter into agreements, contracts, licences or other arrangements for the supply or on-supply of the services, and relating to infrastructure used in connection with the services;

34.2. Owners or Occupiers that receive the services (the "Recipient") must comply with this by-law and any other terms or conditions of supply adopted by the body corporate (the "Supply Terms") and as provided to the Recipient. This by-law and the Supply Terms will constitute the terms of the agreement between the body corporate and the Recipient relating to the supply;

34.3. the body corporate may charge Recipients for the supply of the services, including any costs of purchasing the services, the installation, maintenance, operating costs associated with utility infrastructure for the services, any costs associated with the reading of meters and the administration costs for the body corporate relating to the supply of the services;

34.4. all accounts rendered for the supply of the services will be payable within fourteen (14) days of delivery;

34.5. if an account is not paid by the due date then in addition to its rights under by-law 20, the body corporate may disconnect or cease to supply the services;

Title Reference [To Issue]

- 34.6. the body corporate may require the payment of a security deposit by the Recipients in an amount determined by the body corporate, which is to be held by the body corporate and can be applied towards any account that is not paid by the due date;
- 34.7. the body corporate will not be required to provide the service beyond the levels which can be provided to the body corporate by the relevant service provider; and
- 34.8. the body corporate will not be responsible for any interruption or failure of the services from any cause whatsoever or any damage or loss arising from the supply or non-supply of the services.

35. EXCLUSIVE USE – PORCH & CROSSOVER

- 35.1. Subject to by-law 3.3, the Owner or Occupier of each lot identified in Schedule E is granted the exclusive use (for the purpose of a porch & crossover) of that part of the common property as identified in Schedule E (for the lot and for that purpose) and on the attached sketch plan marked "C"
- 35.2. Each Owner or Occupier to whom exclusive use has been granted pursuant to this by-law:-
 - (a) must only use the area for the purpose of access to the lot;
 - (b) may pass and repass over the area at their discretion;
 - (c) is responsible for keeping the area in a clean and tidy condition however, subject to by-law 3.2(e), the body corporate is responsible for the repair, maintenance and replacement of the porch & crossover;
 - (d) is not entitled to enclose this area;
 - (e) is responsible for repairing any damage caused to the area by the Owner, its Invitees or its Occupiers; and
 - (f) may not grant a licence for the use of this area.
- 35.3. The Owner and any Occupier of Lot 127 acknowledges that:
 - (a) electricity meters and distribution boards (the **Equipment**) are installed on common property between the porch & crossover exclusive use area allocated to Lot 127 and the garage for Lot 127;
 - (b) the Equipment is for the benefit of all lots serviced by the Equipment; and
 - (c) the Body Corporate and any agent of the Body Corporate and Owners and Occupiers of lots referred to in by-law 35.3(b) may pass over the porch & crossover exclusive use area allocated to Lot 127 at any time solely for the purposes of accessing and reading the Equipment.
- 35.4. Any person exercising its rights under by-law indemnifies the Owner or Occupier of Lot 127 for damage caused to the porch & crossover exclusive use area allocated to Lot 127.

36. FEMP

Each Owner and Occupier must comply with the FEMP (attached in Annexure D) for the Scheme-

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Arrangements for future connections to utility infrastructure necessary to accommodate progressive development

- 1. To facilitate the progressive development of GreenVue Robina Community Titles Scheme, as identified in Schedule B, the owner of the undeveloped lot(s) may, at any time, enter on the scheme land, or any part of the scheme land, the common property and any lot in the GreenVue Robina Community Titles Scheme to undertake works of any