

**SCHEDULE B
EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

In accordance with layered arrangements identified in Bel Air on Broadbeach Community Titles Scheme 28134.
There is to be no further development of the Scheme Land.

**SCHEDULE C
BY-LAWS**

1. NOISE

An owner or occupier of a lot must not within the scheme land create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

2. VEHICLES

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval:
 - (i) Park a vehicle or allow a vehicle to stand on the common property; or
 - (ii) Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property.
- (b) Approval under 2.1 must state the period for which it is given.
- (c) However the Body Corporate may cancel an approval under 2.1 by giving seven (7) days written notice to the owner or occupier.

3. OBSTRUCTION

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval:
 - (i) Damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (ii) use a part of the common property as a garden.
- (b) Approval under 4.1 must state the period for which it is given.
- (c) However the Body Corporate may cancel an approval under 4.1 by giving seven (7) days written notice to the owner or occupier.

5. DAMAGE TO COMMON PROPERTY

- (a) An owner or occupier of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property.
- (b) However an owner or occupier 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.

- (c) The owner or occupier of the lot must keep a device installed under 5.2 in good order and repair.

6. BEHAVIOUR OF INVITEES

- (a) An owner or occupier of a lot must take all reasonable steps to ensure that their invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (b) The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

7. DEPOSITING RUBBISH, ETC., ON COMMON PROPERTY

Subject to the requirements for garbage disposal under By-Law 10, an owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

8. APPEARANCE OF LOT

- (a) The owner or 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.
- (b) The owner or occupier of a lot must not, without the Body Corporate's written approval:
- (i) Hang washing, bedding, or another article if the article is visible from another lot or the common property or from outside the scheme land; or
 - (ii) 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.
- (c) An owner or occupier shall not install, renovate, and/or replace curtains visible from outside any lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds or other window coverings may be installed unless the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Tinting of windows shall not be allowed in any circumstances.
- (d) No external blinds shall be erected without the previous consent in writing of the Committee.

9. STORAGE OF FLAMMABLE LIQUIDS/FIRE RISK

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- (b) The owner or 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.
- (c) However, this section does not apply to the storage of fuel in:
- (i) The fuel tank of a vehicle, boat or internal combustion engine; or
 - (ii) 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.

10. GARBAGE DISPOSAL

The owner or occupier of a lot must:

- (i) Dispose of all garbage by the garbage chute provided on each level of the building or otherwise use any other receptacle or facility provided by the Body Corporate for the disposal of garbage;
- (ii) Shall comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, in particular with respect to the use of the garbage chutes;
- (iii) Comply with all government local laws about the disposal of garbage;
- (iv) Ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots;
- (v) Ensure that empty bottles, boxes, used containers and similar contains are stored tidily and, so far as possible, out of sight.

11. KEEPING OF ANIMALS

- (a) An Occupier of a Lot must not, without the Body Corporate's written approval (which will be considered following receipt by the Committee of a duly completed Pet Application Form with a current photograph of the animal), which may be given on conditions, keep any animal in a Lot or on the Common Property.
- (b) Any approval given under this by-law 11 may contain the following conditions:
 - (i) A veterinary certificate stating that it is suitable for the animal to reside in this type of environment, being a multi-level high-rise building development, with each lot being within close proximity to another lot.
 - (ii) Other than when the animal is entering or exiting the scheme, the animal must be kept within the Lot.
 - (iii) The animal must not roam or be allowed to roam on Common Property or into other Lots and must not be taken into recreation areas such as swimming pools gym, sauna or barbecue areas.
 - (iv) When the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off scheme land; it must be transported in a pet carrier or otherwise appropriately restrained, with dogs being suitably muzzled during transportation from the lot to the basement or until the animal is no longer within the common property boundary of the scheme.
 - (v) The animal may only be taken into an elevator servicing the scheme land if:
 - (a) The elevator is empty; or
 - (b) If the elevator is not empty, the occupant's consent to the animal travelling in the elevator; and
 - (c) Wherever possible the animal must be transported via the elevator to the basement car park, and not via reception areas.
 - (vi) Any animal litter or waste must be disposed of by directly disposing of waste into garbage bins external to the property and not placed in the rubbish chutes on each level in the building so that it does not create noxious odours or otherwise contaminate the scheme land, and where any part of the scheme land is soiled it must be immediately cleaned and disinfected by the controller of the animal at the time.
 - (vii) The animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another Lot or Common Property.
 - (viii) Where required by the Local Authority ordinances the animal must be registered with the local authority and where the animal is a dog or cat it must wear an identification tag, tattoo or microchip.
 - (ix) The animal must be kept in good health and free from fleas and parasites.

- (x) Upon request by the Committee the Occupier must provide to the Committee a veterinary certificate confirming the animal's good health.
- (xi) The proprietor or occupier must pay for the repair of any damage to the Common Property or to a Lot caused by the animal.
- (xii) The Body Corporate may rescind its approval at any time if it reasonably considers the Occupier has not complied with any conditions of approval and upon such rescission of approval the animal shall be removed from the Lot and the scheme land within 14 days of the rescission of approval.
- (xiii) Any approval under this by-law 11 shall only operate until the death of the animal so approved.

12. USE OF LOTS

- (a) All lots other than Lot 1 and Lot 2 shall be used for residential purposes only and shall not be used for any other purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the parcel.
- (b)
 - (i) The owner or occupier of Lot 1 may utilise the lot for residential purposes, for the purpose ancillary to the management of the building, and for the Manager's letting business, reception, office and retail activity. The owner or occupier of Lot 1 is authorised to be licensed by any government authority or department for the conduct of any such activity within the building.
 - (ii) The Body Corporate may enter into agreements from time to time with the owner or occupier of Lot 1 for the carrying on of the business of a real estate agency for the lots in the parcel including the provision of all other associated services commonly rendered in connection with such business. Such agreement may form part of an agreement which relates to the management or caretaking of the parcel and which may provide for remuneration to be payable by the Body Corporate.
 - (iii) The Body Corporate shall not conduct nor shall it allow any other party to conduct on the common property any form of real estate agency or provider of services in competition to the activities of the occupier of Lot 1. The owner or occupier of Lot 1 shall be entitled to conduct the business or activity of the management of the building and the letting of lots together with the provision of all other associated services from the foyer area of the ground floor of the building at all reasonable times to the exclusion of any other party provided that such activity shall not unduly or unreasonably block any access through such area by persons utilising the lots in the building.
 - (iv) The owner or occupier of Lot 1 may install a sign or signs on the common property indicating the name of the building, the manager's activities and the position of the office.
- (c)
 - (i) The owner or occupier of Lot 2 may utilise the lot for commercial purposes only. Licenses may be granted to the owner or occupier of Lot 2 by any government department or authority for the sale of alcohol or for any other activity requiring a licence for such uses and this By-Law may be cited as the given authority of the Body Corporate.
 - (ii) The owner of Lot 2 is allowed a special privilege over the common property to: -
 - a. Place signage on the exterior wall of the premises adjacent to its entry and on a free standing pole or column subject to the prior approval of the Body Corporate Committee as to the position, size and style of such signage for which approval the Committee must act reasonably in its determination;
 - b. Operate and maintain any sullage, greasetrap or drainage areas constructed on the common property and to use the greasetrap for the purposes of draining kitchen waste such as grease, fats and oils produced inside the occupier's lot. The owner shall be responsible for the costs of operation, cleaning and maintenance of the greasetrap facility.

13. PATHWAYS AND DRIVEWAYS

The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the owners or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.

14. OBSERVANCE OF NOTICE

Owners and occupiers shall observe the terms of any notice displayed in the common area by authority of the Committee or of any statutory authority.

15. NOTICE OF ACCIDENT

An owner or occupier of a lot shall give the Committee prompt notice of any accident or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

16. NO FIRE RISKS

An owner or occupier of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on the building or any property on the subject land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.

17. MAINTENANCE OF LOT

- (a) Each owner and occupier shall ensure that the lot is so kept and maintained as not to be offensive in appearance to other lot owners and occupiers through the accumulation of excess rubbish or otherwise.
- (b) All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
- (c) All water taps in a lot must be properly turned off after use.
- (d) Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
- (e) The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

18. INFECTIOUS DISEASE

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any lot the owner or occupier of such lot give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

19. STRUCTURAL ALTERATIONS

- (a) No structural alteration shall be made to any lot including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit.

- (b) No external air-conditioning equipment shall be added to any lot without the prior approval of the Committee except for any standard form of air-conditioning plant as may be specified from time to time by Emad Pty Ltd.
- (c) Outside wireless and television aerials may not be erected without written permission of the Committee.

20. COMMITTEE MAY MAKE RULES

The Committee may make rules relating to the Common Property and in particular as to security and for the swimming pools and recreational facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the owners.

21. USE OF SWIMMING POOL AND RECREATIONAL FACILITIES

The swimming pools and associated recreational facilities shall not be used between the hours of 9:30pm and 7:00am.

22. OBLIGATIONS APPLY TO TENANTS AND INVITEES

The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

23. DETAILS OF TENANCY

If requested by the Committee the owner shall inform the Body Corporate of details of any tenancy arranged in respect of any lot including the full name of the occupant responsible for the tenancy.

24. COPY OF BY-LAWS

A copy of these By-Laws (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

25. PABX SYSTEM

Should the Manager provide a PABX system for the building then insofar as may be reasonably necessary to facilitate operation of the system the Manager shall be entitled to run cabling and wiring associated with the system across common property provided this is attended to and maintained in a manner satisfactory to the Committee.

26. SECURITY

- (a) The Committee may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these By-Laws and without limiting the generality of the foregoing may:
 - (i) Close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
 - (ii) Permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - (iii) Obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on common property and used in connection with the provision of security for the parcel shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

- (c) In no circumstances shall 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 owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The cost and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.

27. SECURITY KEYS

- (a) If the Committee in the exercise of any of its powers under these By-Laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device, it may make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefor as may be determined from time to time by the Committee.
- (b) An owner of a lot to whom any key or any operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or to the Body Corporate upon the occupier ceasing to be the occupier;
- (c) An owner of a lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) An owner or occupier of a lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.

28. RECOVERY OF MONEY FOR DAMAGE

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these Bylaws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Body Corporate shall be 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.

29. RECOVERY OF MONEY FROM OWNERS

- (a) If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the By-Law include any former owner or occupier of the relevant lot) due to a default by that owner or occupier in the payment of any moneys to the Body Corporate or a breach of these By-Laws or for any other reasons whatsoever such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt due and payable by the owner or occupier to the Body Corporate.
- (b) An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and owner client costs), such amounts to be deemed a liquidated debt, incurred in:
- (i) Recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;
 - (ii) All proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or the occupier of the owner's lot, including but not limited to, applications for an Order by the Referee, appeals to the Tribunal and appeals to the Court.

- (c) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:
- (i) Treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
 - (iii) Enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

30. EMPOWERING BY-LAW

The Body Corporate may make agreements from time to time:

- (i) To employ for and on behalf of the Body Corporate such agents and servants as it thinks in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.
- (ii) With the owner or occupier of Lot 1 for the letting of lots and for the conduct of other real estate and building or lot management services on such terms and conditions as the Body Corporate shall determine in General Meeting, including the payment of any remuneration by the Body Corporate.

31. AIRCONDITIONING

The Body Corporate shall maintain and keep in good order and repair the air-conditioning plant (if any) located on the common property.

32. DEVELOPER'S DISPLAY UNIT

Whilst EMAD PTY LTD remains an owner of any lot in the Scheme it and its respective servants and/or agents shall be entitled to utilise any lot in the Scheme of which it remains an owner as a display lot for the purpose of allowing prospective purchasers of any lot in the said Scheme to inspect such lot or lots, and further shall be entitled to place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

33. SUPPLY OF ELECTRICITY, GAS OR HOT WATER

The Body Corporate may purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain a supply system for the scheme for electricity, gas and/or hot water to the lots in the Scheme, (hereinafter called "energy products") and in such case the following shall apply:

- (a) Each owner shall purchase and use all energy products consumed in the lot direct from the Body Corporate and shall not purchase energy products from any other source;
- (b) The Body Corporate shall arrange for the installation of separate energy product meters for each lot;
- (c) The Body Corporate shall not be required to supply to any owner energy products requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of energy products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (e) To the extent allowed under the Regulation Modules, the Body Corporate may charge owners for the supply of reticulated energy products, including the costs of purchasing reticulated energy products, the installation, maintenance and operation of utility infrastructure associated with the services, the costs associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.

- (f) The Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days delivery of such accounts.
- (g) Liability to pay an account rendered in relation to a lot pursuant to this By-Law is enforceable jointly and severally against the owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;
- (h) In the event that a proper account for the supply of reticulated energy products is not paid by its due date for payment, then the Body Corporate shall be entitled to:
 - (i) Recover the amount of the unpaid amount or amounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - (ii) Disconnect the supply of reticulated energy products to the relevant lot.
- (i) An owner or occupier shall ensure that any energy product installation is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any energy product installations.
- (j) For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.

34. EXCLUSIVE USE AREAS

- (a)
 - (i) The owner for the time being of each lot in the Scheme or any licensee of the owner shall be entitled to the exclusive use of the car space or spaces the identifying number or numbers of which may be notified in writing by Emad Pty Ltd to the Body Corporate within twelve (12) months of the date of the registration of the first Community Management Statement or which are listed in Schedule E of this statement and identified in sketch plans "A" and "B" for such lots in that Schedule. Each owner to whom exclusive use is given pursuant to this By-Law shall:
 1. Use such space or spaces for the purpose of car parking only;
 2. Keep such space or spaces in a clean and tidy state at all times;
 3. Shall not litter such space or spaces or so use the same as to create a nuisance but otherwise the Body Corporate shall be responsible for the maintenance of and operating costs for the part of the common property to which this By-Law applies;
 4. Shall not enclose any such car spaces;
 5. Shall not install a structure of any kind on any such car spaces.
 - (ii) The car spaces which exist on the common property and are not allocated for exclusive use of lot owners shall be made available for use by short term occupants of the residential lots in the schemes and their use shall be supervised and administered by the building property manager.
- (b) The owner for the time being of Lots 88, 89, 90, 91, 92, 93, 94, 95 and 96 shall be entitled to the exclusive use of the roof top areas shown marked "R88" "R89", "R90", "R91", "R92", "R93", "R94", "R95" and "R96" respectively on Sketch Plan "D" for a maximum height of 1.5m for the purpose of installing and maintaining air-conditioning plant for their lots. The owners must keep the areas and any plant installed in a neat and tidy condition at all times.
- (c) The owner for the time being of certain lots in the Scheme identified in Schedule E of this statement shall be entitled to the exclusive use for himself and his Licensees of the storage area identified in sketch plan "A" for such lots in the Schedule. Each owner to whom exclusive use is given pursuant to this By-Law shall:
 - (i) Use such space or spaces for storage purposes only;

- (ii) Keep such space or spaces in a clean and tidy state at all times;
- (iii) Shall not litter such space or spaces or so use the same as to create a nuisance;

but otherwise the Body Corporate shall be responsible for the maintenance of and operating costs for the part of the common property to which this By-Law applies

35. LICENCES

Licences may be granted by any government department or authority within the scheme for the sale of alcohol to persons on the common property or within the lots and this By-Law may be sited as the given authority of the Body Corporate. Any licence to be granted in respect of part or all of the common property must be only to a party or parties who have contracted with the Body Corporate on terms and conditions approved of by ordinary resolution as to the conduct of activity involving alcohol sales.

36. INTERPRETATION

- (a) For the purposes of these By-Laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
- (b) In these By-Laws, except where inconsistent with the context, the following terms have the following meanings:
 - (i) "the Act" means the Body Corporate and Community Management Act 1997 and all Regulations thereunder, as amended from time to time;
 - (ii) "Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;
 - (iii) "Regulation Module" means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-Laws are annexed.

37. HARD FLOORING BY-LAW

- (a) An owner or occupier must not replace existing floor coverings with any flooring covering other than carpet, except with the Committee's written approval. This Includes (excluding wet areas) the following –
 - (i) Tiles;
 - (ii) Marble;
 - (iii) Timber;
 - (iv) Linoleum;
 - (v) Vinyl;
 - (vi) Floating Floors; or
 - (vii) Any other type of hard flooring.
- (b) The purpose of by-law 37(a) is to ensure that an appropriate standard of sound proofing is maintained to prevent noise transmission between Lots that is likely to disturb the peaceful enjoyment of the use of those Lots.
- (c) The Committee in giving any approval under by-law 37(a) may require any or all of the following conditions, or any other conditions the committee may consider appropriate (depending on the type of flooring) –
 - (i) A marked-up floor plan to clarify the extent and nature of the works.

- (ii) Evidence that the proposed flooring will achieve an acoustic impact sound insulation rating of less than or equal to $L'nT,w < 40$ dB (such as a floor impact test of the proposed flooring).
 - (iii) Evidence that the underlay is to be a high-quality acoustic underlay suitable for the type of flooring being installed and meets the standard required under by-law 37(c)(ii).
 - (iv) A minimum 5-millimetre clearance around the perimeter of the floor, which is to be sealed with a resilient sealing component.
 - (v) The flooring system to be laid strictly in accordance with the supplier's recommended procedures.
 - (vi) The installer is experienced in the laying of acoustic/hard flooring systems.
 - (vii) Pads to be placed under moveable furniture, including chairs.
 - (viii) Carpet runners, mats or rugs to be placed on heavily trafficked areas.
 - (ix) Evidence that the occupier of any Lot below has been notified of the owner's or occupier's intention to replace the flooring.
 - (x) On completion, provide to the Committee a certificate from a member of the Australian Associates of Acoustic Consultants that the flooring complies with the conditions imposed by the Committee.
- (d) If an owner or occupier fails to comply with the conditions, or any one or more of them imposed by the Committee, then the owner or occupier must, within a reasonable time, cause the removal of the flooring and/or have any necessary procedures or additional work undertaken order for the flooring to comply with the conditions imposed.
- (e) An approval given under by-law 37(a) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the works being undertaken by the Occupier are not likely to promote a breach of the Act or these by-laws.
- (f) Conditions imposed by the Committee under by-law 37(a) may include –
- (i) The works comply with the Building Code of Australia.
 - (ii) All local government and other approvals are obtained as required.
 - (iii) The works comply with all relevant fire regulations.
 - (iv) A timetable be provided with an estimated commencement and completion date of the works.
 - (v) All tradespersons engaged by the owner or occupier are appropriately qualified and insured.
 - (vi) Where owner or occupiers or tradespersons are carrying any equipment or materials in the lift, it must be padded with protective coverings.
 - (vii) Drop sheets are to be placed in the foyers of any level or lifts which will be traversed by the tradespersons and the foyers and lifts are to be kept clean and tidy at all times.
 - (viii) Work is only to be carried out between the hours of 7:00am and 5:00pm, Monday to Friday, but not including public holidays.
 - (ix) Despite by-law 37(f)(viii), work that is not noisy, fume or dust invasive can be carried out at any time, including weekends.

- (x) No materials or equipment are to be stored or left unattended on the Common Property without prior approval of the Committee (this includes obtaining permission for a skip bin).

38. SMOKING

An owner or occupier must not:

- (a) cause a nuisance or hazard;
- (b) interfere unreasonably with the use or enjoyment of another lot included in the Scheme; or
- (c) interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property,

by smoking:

- (i) anywhere on the common property;
- (ii) on the balcony of a lot in circumstances where another person's use or enjoyment of another lot is unreasonably interfered with by the smoke drift; and
- (iii) in a lot in circumstances where another person's use or enjoyment of another lot is unreasonably interfered with by the smoke drift.

<p>SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</p>

Accommodation Module Requirements - Nil

SCHEDULE E
DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Allocation of exclusive use areas

(1) By law 34(a)

Lot 1	SP145322	Car Space No.1	on Sketch Plan "A"
Lot 3	SP145322	Car Space No.3	on Sketch Plan "A"
Lot 4	SP145322	Car Space No.4	on Sketch Plan "A"
Lot 5	SP145322	Car Space No.5	on Sketch Plan "A"
Lot 6	SP145322	Car Space No.6	on Sketch Plan "A"
Lot 7	SP145322	Car Space No.7	on Sketch Plan "A"
Lot 8	SP145322	Car Space No.8	on Sketch Plan "A"
Lot 9	SP145322	Car Space No.9	on Sketch Plan "A"
Lot 10	SP145322	Car Space No.10	on Sketch Plan "A"
Lot 11	SP145322	Car Space No.11	on Sketch Plan "A"
Lot 12	SP145322	Car Space No.12	on Sketch Plan "A"
Lot 13	SP145322	Car Space No.13	on Sketch Plan "A"
Lot 14	SP145322	Car Space No.14	on Sketch Plan "A"
Lot 15	SP145322	Car Space No.15	on Sketch Plan "A"
Lot 16	SP145322	Car Space No.16	on Sketch Plan "A"
Lot 17	SP145322	Car Space No.17	on Sketch Plan "A"
Lot 18	SP145322	Car Space No.18	on Sketch Plan "A"
Lot 19	SP145322	Car Space No.19	on Sketch Plan "A"
Lot 20	SP145322	Car Space No.20	on Sketch Plan "A"
Lot 21	SP145322	Car Space No.21	on Sketch Plan "A"
Lot 22	SP145322	Car Space No.22	on Sketch Plan "A"
Lot 23	SP145322	Car Space No.23	on Sketch Plan "A"
Lot 24	SP145322	Car Space No.24	on Sketch Plan "A"
Lot 25	SP145322	Car Space No.25	on Sketch Plan "A"
Lot 26	SP145322	Car Space No.26	on Sketch Plan "A"
Lot 27	SP145322	Car Space No.27	on Sketch Plan "A"

Lot 28	SP145322	Car Space No.28	on Sketch Plan "A"
Lot 29	SP145322	Car Space No.29	on Sketch Plan "A"
Lot 30	SP145322	Car Space No.30	on Sketch Plan "A"
Lot 31	SP145322	Car Space No.31	on Sketch Plan "A"
Lot 32	SP145322	Car Space No.32	on Sketch Plan "A"
Lot 33	SP145322	Car Space No.33	on Sketch Plan "A"
Lot 34	SP145322	Car Space No.34	on Sketch Plan "A"
Lot 35	SP145322	Car Space No.35	on Sketch Plan "A"
Lot 36	SP145322	Car Space No.36	on Sketch Plan "A"
Lot 37	SP145322	Car Space No.37	on Sketch Plan "A"
Lot 38	SP145322	Car Space No.38	on Sketch Plan "A"
Lot 39	SP145322	Car Space No.39	on Sketch Plan "A"
Lot 40	SP145322	Car Space No.40	on Sketch Plan "A"
Lot 41	SP145322	Car Space No.41	on Sketch Plan "A"
Lot 42	SP145322	Car Space No.42	on Sketch Plan "A"
Lot 43	SP145322	Car Space No.43	on Sketch Plan "A"
Lot 44	SP145322	Car Space No.44	on Sketch Plan "A"
Lot 45	SP145322	Car Space No.45	on Sketch Plan "A"
Lot 46	SP145322	Car Space No.46	on Sketch Plan "A"
Lot 47	SP145322	Car Space No.47 & No.2	on Sketch Plan "A"
Lot 48	SP145322	Car Space No.48	on Sketch Plan "A"
Lot 49	SP145322	Car Space No.49	on Sketch Plan "A"
Lot 50	SP145322	Car Space No.50	on Sketch Plan "A"
Lot 51	SP145322	Car Space No.51	on Sketch Plan "A"
Lot 52	SP145322	Car Space No.52	on Sketch Plan "B"
Lot 53	SP145322	Car Space No.53	on Sketch Plan "B"
Lot 54	SP145322	Car Space No.54	on Sketch Plan "B"
Lot 55	SP145322	Car Space No.55	on Sketch Plan "B"
Lot 56	SP145322	Car Space No.56	on Sketch Plan "B"

Lot 57	SP145322	Car Space No.57	on Sketch Plan "B"
Lot 58	SP145322	Car Space No.58	on Sketch Plan "B"
Lot 59	SP145322	Car Space No.59	on Sketch Plan "B"
Lot 60	SP145322	Car Space No.60	on Sketch Plan "B"
Lot 61	SP145322	Car Space No.61	on Sketch Plan "B"
Lot 62	SP145322	Car Space No.62	on Sketch Plan "B"
Lot 63	SP145322	Car Space No.63	on Sketch Plan "B"
Lot 64	SP145322	Car Space No.64	on Sketch Plan "B"
Lot 65	SP145322	Car Space No.65	on Sketch Plan "B"
Lot 66	SP145322	Car Space No.66	on Sketch Plan "B"
Lot 67	SP145322	Car Space No.67	on Sketch Plan "B"
Lot 68	SP145322	Car Space No.68	on Sketch Plan "B"
Lot 69	SP145322	Car Space No.69	on Sketch Plan "B"
Lot 70	SP145322	Car Space No.70	on Sketch Plan "B"
Lot 71	SP145322	Car Space No.71	on Sketch Plan "B"
Lot 72	SP145322	Car Space No.72	on Sketch Plan "B"
Lot 73	SP145322	Car Space No.73	on Sketch Plan "B"
Lot 74	SP145322	Car Space No.74	on Sketch Plan "B"
Lot 75	SP145322	Car Space No.75	on Sketch Plan "B"
Lot 76	SP145322	Car Space No.76	on Sketch Plan "B"
Lot 77	SP145322	Car Space No.77	on Sketch Plan "B"
Lot 78	SP145322	Car Space No.78	on Sketch Plan "B"
Lot 79	SP145322	Car Space No.79	on Sketch Plan "B"
Lot 80	SP145322	Car Space No.80	on Sketch Plan "B"
Lot 81	SP145322	Car Space No.81	on Sketch Plan "B"
Lot 82	SP145322	Car Space No.82	on Sketch Plan "B"
Lot 83	SP145322	Car Space No.83	on Sketch Plan "B"
Lot 84	SP145322	Car Space No.84	on Sketch Plan "B"
Lot 85	SP145322	Car Space No.85	on Sketch Plan "B"

Lot 86	SP145322	Car Space No.86	on Sketch Plan "B"
Lot 87	SP145322	Car Space No.87	on Sketch Plan "B"
Lot 88	SP145322	Car Space No.88 & No.108	on Sketch Plan "B"
Lot 89	SP145322	Car Space No.89 & No.100	on Sketch Plan "B"
Lot 90	SP145322	Car Space No.90 & No.101	on Sketch Plan "B"
Lot 91	SP145322	Car Space No.91 & No.102	on Sketch Plan "B"
Lot 92	SP145322	Car Space No.92 & No.103	on Sketch Plan "B"
Lot 93	SP145322	Car Space No.93 & No.104	on Sketch Plan "B"
Lot 94	SP145322	Car Space No.94 & No.95 & No.105	on Sketch Plan "B"
Lot 95	SP145322	Car Space No.96 & No.97 & No.106	on Sketch Plan "B"
Lot 96	SP145322	Car Space No.98 & No.99 & No.107	on Sketch Plan "B"

(2) By Law 34(b)

Lot 88	SP145322	Roof Area R88	on Sketch Plan "D"
Lot 89	SP145322	Roof Area R89	on Sketch Plan "D"
Lot 90	SP145322	Roof Area R90	on Sketch Plan "D"
Lot 91	SP145322	Roof Area R91	on Sketch Plan "D"
Lot 92	SP145322	Roof Area R92	on Sketch Plan "D"
Lot 93	SP145322	Roof Area R93	on Sketch Plan "D"
Lot 94	SP145322	Roof Area R94	on Sketch Plan "D"
Lot 95	SP145322	Roof Area R95	on Sketch Plan "D"
Lot 96	SP145322	Roof Area R96	on Sketch Plan "D"

(3) By Law 34(c)

Lot 41	SP145322	Storage S1	on Sketch Plan "A"
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