

SCHEDULE C BY-LAWS**1. Vehicles, Roads and Car Parking**

- 1.1 Subject to by-laws 1.6 to 1.11, the occupier of a lot must not, without the Body Corporate's written approval:-
- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand on the Common Property.
- 1.2 An approval under clause 1.1 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.
- 1.3 The private roadways, pathways, drives and other Common Property and any easement giving access to the Scheme Land shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable entry and exit to and from their respective lots or the parking areas provided on Common Property.
- 1.4 An owner or occupier of a lot shall not drive or permit to be driven any motor vehicle in excess of 2 tonnes weight onto or over the Common Property other than:-
- (a) such vehicles necessary to complete the construction and/or refurbishment of any of the Scheme Land;
 - (b) any motor vehicles entitled by any statute and/or local authority ordinances;
 - (c) vehicles using the loading dock;
 - (d) tour buses on the porte cochere or bus parking bay;
 - (e) such vehicles that are allowed by written permission of the Committee.
- 1.5 The occupier of a lot must not (and must not permit its invitees) to park in the visitors car park or the porte cochere unless the consent of the Manager has been obtained.
- 1.6 This by-law shall not apply to the Original Owner, whilst the Original Owner is refurbishing or selling lots in the Scheme.
- 1.7 The occupier of a lot must not (and must not permit its invitees) to park in the basement car park of the building except in a car parking space designated by the Manager from time to time. The Manager cannot permanently allocate a car park in the basement and must act fairly and reasonably when allocating basement car parks.
- 1.8 The Committee of the Body Corporate may revoke or vary an allocation of a car park if the Committee decides the Manager has acted unreasonably or unfairly.
- 1.9 The Committee from time to time will advise the Manager of appropriate car parks outside the Scheme ("offsite car parks") which may be used by occupiers and their invitees when extra car parking is required.
- 1.10 Where there are insufficient car parks available in the basement car park, the Manager is authorised and directed by the Body Corporate to arrange for car parking in the offsite car parks at the expense of the Body Corporate.
- 1.11 The Body Corporate shall pay for or reimburse the costs of such offsite car parking. The Manager shall, if requested by the Committee, keep a record of offsite car parking and pass on to the Body Corporate the costs of the offsite car parking.
- 1.12 The Body Corporate shall budget a reasonable amount each year for the provision of offsite car parks.
- 1.13 The Committee may set reasonable and fair rules and regulations regarding the use of offsite car parks that are consistent with this by-law.
- 1.14 The Body Corporate and the Manager shall not be responsible for any damage or loss suffered by any occupier, owner or their invitee because of any damage or interference to a motor vehicle whilst parked at an offsite car park.
- 1.15 The Body Corporate, through the Committee, may authorise the Manager to control access to and from the basement car park for security reasons and for the orderly administration of car parking in the basement.
- 1.16 The Body Corporate remains responsible for the maintenance and operating costs of any access or

security system including gates and their opening mechanisms for the basement car park.

2. **Obstruction**

An owner of a lot shall not obstruct lawful use of Common Property by any person.

3. **Damage to Lawns etc. on Common Property**

3.1 An owner or occupier of a lot shall not, without the Body Corporate's written approval:-

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) use for his own purposes as a garden, any portion of the Common Property.

3.2 An approval under clause 3.1 must state the period for which it is given.

3.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

4. **Damage to Common Property and Body Corporate Assets**

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or a Body Corporate asset except with the consent in writing of the Committee but this by-law does not prevent an owner or person authorised by him from installing:-

- 4.1 any locking or other safety device for protection of his lot against intruders;
- 4.2 any screen or other device to prevent entry of animals or insects upon his lot; or
- 4.3 any improvements allowed under an exclusive use by-law;

provided that the locking or other safety device or, as the case may be, gate or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the Scheme Land. All gates, doors and fences shall be securely fastened and locking mechanisms maintained. This by-law does not apply to the Original Owner whilst the Original Owner or its contractors and agents are carrying out refurbishment works.

5. **Depositing Rubbish etc. on Common Property**

An owner or occupier of a lot shall 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.

6. **Instructions to Contractors etc.**

The owners of lots shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

7. **Garbage Disposal**

An owner or occupier of a lot shall:

- 7.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage (i.e. a bin);
- 7.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 7.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage;
- 7.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and
- 7.5 comply with any reasonable directions issued by the Body Corporate in relation to the proper and effective use of any garbage chute.

8. **Appearance of Building and Signs**

8.1 Subject to any by-law to the contrary, an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the Common Property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are

supplied for such needs.

- 8.2 The owner or occupier of the Manager's Unit shall have the special privilege to be permitted to display reasonable signs or notices on the Common Property for the purposes of offering for sale or lease or letting and advertising the Manager's business carried on in the Scheme Land provided that such signs shall be of a standard that shall not detract from the overall appearance of the Scheme Land. The owner or occupier of the Manager's Unit shall be responsible for keeping the signs in an attractive state and responsible for maintenance of the signs.
- 8.3 The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot or to Common Property. This by-law shall not apply to the Original Owner whilst carrying out refurbishment work.

9. Inflammable Liquids, Gases or Other Materials

- 9.1 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 any property on the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the group title plan or the regulations or ordinances of any Public Authority for the time being in force.
- 9.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for:-
- (a) domestic purposes including gas barbeques, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine; or
 - (b) for use in a restaurant or other business lawfully carried on upon the Scheme Land.

10. Keeping of Animals

- 10.1 The occupier of a lot must not, without the body corporate's written approval:-
- (a) bring or keep an animal on the lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the Common Property.
- 10.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the Common Property.
- 10.3 This by-law is subject to the Guide Dogs Act 1972.

11. Auction Sales

An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in his lot or upon the Scheme Land without the prior approval in writing of the Committee except that this by-law shall not apply to the Original Owner.

12. Right of Entry

- 12.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by It, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.
- 12.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this by-law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

13. Noise

- 13.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended. This by-law does not apply to the owner or occupier of the Manager's Unit or to the use of the Manager's Unit which includes a restaurant, bar and function rooms.

- 13.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 13.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 13.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, shortwave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot. However the owner or occupier of the Manager's Unit may operate a PABX telephone system and a pay television service on Scheme Land.
- 13.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to be audible to any other owner or occupier of a lot.
- 13.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to be audible to any other owner or occupier of a lot. The by-law shall not apply to any restaurant, bar, lounge or function rooms on the Manager's Unit or on Common Property adjacent to the Manager's Unit.

14. Use of Lots

An owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a residence or for accommodation, nor for any 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 Scheme Land. This by-law shall not restrict use of the Manager's Unit according to the terms of these by-laws or restrict the Original Owner from carrying out refurbishment works.

15. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

16. PABX Cabling

- 16.1 Should the Manager provide a PABX system for the Scheme, then insofar as may be reasonably necessary to facilitate operation of the system, the owner and occupier of the Manager's Unit shall have the special privilege to be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in the manner satisfactory to the Committee and the PABX equipment and wiring remains the property of the Manager.
- 16.2 The occupier of the Manager's Unit shall be responsible for the maintenance and operating costs of the PABX system and wiring.
- 16.3 The PABX equipment and wiring for the PABX System on Common Property and Lots upon establishment of the Community Titles Scheme is the property of the Manager and does not become Common Property.
- 16.4 The owner or occupier of the Manager's Unit will have the authority to access lots to repair, maintain or remove any of its equipment located in a lot that is part of the PABX telephone facility or the pay television audiovisual facility. Reasonable notice must be given to anyone in occupation of such lot.

17. Alterations to the Interior of Lots

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed.

17.1 Hard Flooring

- 17.1.1 An Owner or Occupier of a Lot must not, without the prior written approval of the Committee:
- (a) remove or install any hard-flooring (including but not limited to vinyl, timber, tiles, etc); or
 - (b) interfere with any acoustic treatments.

17.1.2 For any proposed alteration, the Owner or Occupier must:

- (a) include as part of its application, a written report from a qualified acoustic consultant confirming that the flooring product will be acoustically treated and be able to achieve a level of floor impact isolation of not more than LnTw 62 (AAAC 2 Star rating: www.aaac.org.au) between lower and adjacent occupied or habitable areas (i.e. bedrooms, hallways, and living areas).
- (b) allow a representative of the Committee to inspect the flooring with reasonable notice at any time during, and on completion of the works.
- (c) if requested by the Committee, and at their own cost, provide a written advice or report from a qualified acoustic consultant demonstrating that the impact isolation of the flooring system achieves the minimum level specified in 17.1.2 (a) above; and
- (d) any other evidence that the Committee considers may be relevant in determining whether or not to grant their approval.

17.1.3 The installation of a hard-flooring surface must be installed in strict accordance with the supplier's recommended installation procedures by a suitably qualified tradesperson.

18. Maintenance Responsibility of Alterations to Common Property

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a general meeting of the Committee, be repaired and maintained by the owner for the time being of such lot.

19. Curtains, Venetian Blinds and Window Tinting

An owner shall not hang curtains, install Venetian blinds vertical blinds shutters or apply window tinting visible from outside the lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all dwellings presents a uniform appearance when viewed from Common Property or any other lot.

20. Maintenance of Lots

- 20.1 Each occupier shall ensure that his lot is kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.
- 20.2 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 20.3 Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense 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.
- 20.4 This by-law 20 shall not apply to the Original Owner in carrying out refurbishment works.

21. Taps

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. An occupier using facilities or taps on Common Property shall ensure that taps 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 will be turned off.

22. Water Closets

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

23. Behavior of Invitees

- 23.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.

- 23.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 23.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 23.4 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 guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 23.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Committee shall be 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.
- 23.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

24. Notice of Defect

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to 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 it may deem necessary for the safety and preservation of the building as often as may be necessary.

25. Display Unit

While the Original Owner or any marketing agent or nominee of Sunland Group Ltd remains an owner of any lot, it and its officers, servants and/or agents shall be entitled to use any lot or lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the lot and Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme Land and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

26. Use of Basement Car Park by Original Owner

- 26.1 The Original Owner shall have the special right to use part of the basement car park to store materials, vehicles and equipment to be used whilst the original owner is carrying out refurbishment works on Scheme Land. The Original Owner is entitled to lock off or secure the area being used from time to time for security and safety purposes.
- 26.2 The Original Owner will be responsible for maintenance and cleaning of the area of the car park used under this by-law from time to time.
- 26.3 This special right by-law shall remain in effect whilst the Original Owner is carrying out refurbishment works on the Scheme Land.

27. Management/Letting Unit

- 27.1 Lot 101 or such other lot nominated by the Manager to the Body Corporate in writing from time to time ("the Manager's Unit") may be used for:
- (e) residential purposes;
 - (f) management of the Scheme Land;
 - (g) for the letting of lots in the Scheme Land on behalf of the owners;
 - (h) the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Scheme Land;
 - (i) laundry services;
 - (j) a restaurant, bar and lounge;
 - (k) function rooms;
 - (l) storage and back of house;
 - (m) all other uses associated with that of a resort hotel;

- (n) the sale of lots in Scheme Land; and
- (o) any other lawful use.

27.2 Without derogating from the previous sub-clause, the Body Corporate has the power to agree not to allow any person or corporation other than the owner or occupier of the Manager's Unit to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

28. Exclusive Special Right - Manager's Unit

28.1 This by-law attaches to the Manager's Unit. Whilst the owner or occupier of the Manager's Unit is authorised as a letting agent by the Body Corporate:-

- (a) The Body Corporate will not itself, directly or indirectly, perform the following activities as agent for others for reward
 - (i) letting lots in the Scheme;
 - (ii) collecting rents for lots in the Scheme; or
 - (iii) provide ancillary services such as collection of dry cleaning, cleaning, hiring linen, hiring beds, hiring furniture & electrical equipment, tour bookings or selling tickets to tourist attractions ("a Letting Service").
- (b) Unless the owner or occupier of the Manager's Unit gives its written consent, the Body Corporate will allow only the owner or occupier of the Manager's Unit to provide from the Scheme Land a Letting Service or any part of a Letting Service. The consent of the owner or occupier of the Manager's Unit can be revoked.
- (c) The Body Corporate will not enter into with any other person or entity an agreement similar to the Caretaking and Letting Agreement entered into with the owner or occupier of the Manager's Unit.
- (d) The Body Corporate must not grant to any other person or entity the right to conduct any business of a similar nature to a Letting Service business from within the Scheme Land nor must the Body Corporate (or any of its members) directly or indirectly conduct or attempt to conduct any business that is similar to or includes elements of a Letting Service from within the Scheme Land.
- (e) The owner or occupier of the Manager's Unit will be entitled to erect or display signs or notices in or on the Common Property advertising any of the Letting Services it is authorised to provide.
- (f) The Body Corporate must not make any part of the Common Property available to any person or entity for the purposes of conducting Letting Services except as allowed under the Act.
- (g) The owner and occupier of the Manager's Unit has a special right in respect of the Common Property to use it to carry out its business of providing a Letting Service, provided that this special right shall not extend to utility infrastructure on Common Property.
- (h) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-Law.

29. Original Owner Permitted to Use Common Property to Carry Out Construction Works

Until all lots in the Scheme Land are fully refurbished according to the requirements of the local authority, the Original Owner and Sunland Group Limited (or their nominee) has the authority of the Body Corporate to access Common Property for construction purposes including the moving of construction traffic to any lot or Common Property and to interrupt the supply of a utility service.

30. Correspondence

- 30.1 All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.
- 30.2 An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.

31. Notices

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

32. Copy of By-Laws to be Produced Upon Request

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as

the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Scheme Land.

33. Power of Committee

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Scheme Land, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

34. Special Right for Display Cabinets

The Occupier of the Manager's Unit has the special right to install Display Cabinets in such locations on the Common Property as the Manager decides from time to time to display merchandise. The following conditions apply to the special right:

- (a) the occupier of the Manager's Unit must maintain the Display Cabinets in good condition and repair and to a standard commensurate with the surroundings in which they are located;
- (b) the installation must not materially inhibit the flow of people on the Common Property;
- (c) when the Display Cabinets are removed, any part of the Common Property on which they have been installed (including any carpet or other floor covering) must be returned, by the occupier, to the condition it was in before the installation, fair wear and tear excepted;
- (d) the Body Corporate is not liable for any damage to the Display Cabinets or the theft of anything contained in them;
- (e) subject to the other provisions of this By-law 34.1, the Body Corporate must carry out its duties (and pay any maintenance and operating costs) in respect of that part of the Common Property on which the Display Cabinets are installed;
- (f) the Occupier releases the Body Corporate from any liability for loss, damage, injury or death occurring directly or indirectly due to the installation of the Display Cabinets or anything comprised or contained in them;
- (g) the Occupier indemnifies the Body Corporate against any liability for loss, damage, injury or death caused directly or indirectly by the Display Cabinets or anything comprised or contained in them;

35. Use of Recreation Facilities

In relation to the use of any of the swimming pool, gymnasium, barbeque area, lounge, sauna, steam room, lockers, showers, toilets, spa and adjacent areas that may be on the Common Property ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:-

- 35.1 that his invitees and guests do not use the Recreation Facilities or any of them unless he or another owner or occupier accompanies them;
- 35.2 that children below the age of 13 years are not in or around the Recreation Facilities unless accompanied by an adult owner or occupier exercising effective control over them;
- 35.3 that he and his invitees shall exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 35.4 that no use is made of the Recreation Facilities between the hours of 9.00pm and 7.00am, unless the Committee resolves otherwise;
- 35.5 that the owner or occupier and their invitees and guests are suitably attired at all times when using Recreation Facilities;
- 35.6 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Manager.
- 35.7 The Body Corporate shall maintain, repair and replace the Recreation Facilities, furniture and gymnasium equipment on the Common Property so that it is kept in a good state of repair as would be expected by a guest of a resort hotel.

36. Rules of Recreational Facilities

- 36.1 An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the same.

- 36.2 The Committee may make rules relating to the use of the Recreation Facilities that are not inconsistent with these by-laws or the Act and the rules shall be observed by owners, occupiers and their guests, invitees, licensees and customers until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 36.3 Occupiers shall use gym equipment and any steam room, spa, sauna, barbeque equipment, games room equipment, lockers, showers and toilets only according to manufacturer's specifications and recommendations and shall not interfere with or remove equipment from where it is located without the consent of the Committee.

37. Bulk Supply of Utilities

- 37.1 The Body Corporate may supply or obtain the supply of a Utility Service for the Scheme (which may be in bulk) from a Utility Service provider ("a Supplier"). The Body Corporate may enter into an agreement with a Supplier on terms decided by the Committee.
- 37.2 If water and electricity supply to lots and the Common Property is not separately metered, the Body Corporate may be responsible for water and electricity supply to the Scheme and in such case the cost of electricity and water supply may be recovered from users of electricity and water supply by levying the costs amongst lot owners in proportion to their contribution schedule lot entitlement. The costs may be included on a levy notice and shall be treated as being payable as if they were levies. Where the costs of a Utility Service are to be apportioned under the building management statement the Body Corporate shall apportion such costs.
- 37.3 If air-conditioning supply to lots is not separately metered the Body Corporate may recover the costs of supplying air-conditioning to the Scheme Land, from lot owners on a contribution schedule lot entitlement basis which may be included in a level notice. If separate flow meters are installed for the supply of air-conditioning, then the cost of supply of air-conditioning services shall be levied in accordance with the flowmeters. The onus of proving that a meter is inaccurate shall be upon the person challenging the reading and otherwise the reading will be considered prima facie conclusive.
- 37.4 The Body Corporate may install meters to monitor usage of the Utility Service supplied from the Supplier and supplied to owners and occupiers.
- 37.5 The Body Corporate may purchase or otherwise obtain and operate an Energy Management System ("EMS") on terms as decided by the Committee.
- 37.6 Where Utility Services is provided to a lot it is an offer to supply such Utility Service. If an occupier or owner uses the Utility Service, the owner is deemed to have accepted and agreed to the supply of the Utility Service at the charge for the service determined by the Body Corporate based on the amount charged to the Body Corporate for the Utility Service.
- 37.7 Owners or occupiers who accept or use the Utility Service supplied by or through the Body Corporate ("Consumers") shall, in consideration of the supply of the Utility Service, comply with this By-Law and the terms and conditions of supply adopted by the Body Corporate ("the Terms of Supply").
- 37.8 Upon the acceptance or use of the Utility Service supplied by or through the Body Corporate, the Terms of Supply shall constitute an agreement between the Consumer and the Body Corporate, The consideration for the agreement shall be the supply and continued supply of the Utility Service through the Body Corporate to the Consumer. The Terms of Supply form an agreement separate to this By-Law.
- 37.9 When a Consumer assigns or transfers the Consumer's interest in a lot, the Assignee or Transferee becomes joined as a party to the agreement constituted by the Terms of Supply by accepting the supply or by continuing to use the Utility Service. The Assignor or Transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.
- 37.10 The Body Corporate may include the costs for the supply of the Utility Service (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Body Corporate by the owner of the lot to which the Utility Service is supplied.
- 37.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Body Corporate and the Supplier. The Body Corporate will have no obligation to provide the Utility Service to a Consumer if:
- (a) the agreement with the Supplier is terminated;
 - (b) the Supplier does not provide the Utility Service to the Body Corporate for any reason;
 - (c) the Consumer does not pay for the supply of the Utility Service by the due date; or
 - (d) the Consumer repudiates in any way the agreement for supply of the Utility Service

contemplated under this by-law

- 37.12 All enquiries regarding connection, disconnection and charges shall be directed to the Body Corporate Manager (or other person nominated by the Committee). Consumers shall follow the directions of the Body Corporate Manager (or other person nominated by the Committee) with respect to the supply and use of the Utility Service provided that the directions must be consistent with this By-Law and the Terms of Supply.
- 37.13 The Committee may make rules with respect to the supply of Utility Services provided they are consistent with this By-Law, Terms of Supply and the Act.
- 37.14 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon the supply of the Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 37.15 All Consumers shall ensure that any Utility Service installation in their lot is maintained free of any defect which is likely to cause damage. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any Utility Service installations.
- 37.16 For the purposes of ensuring the efficient and constant supply of the Utility Service to the lots during any limitation in the supply of the Utility Service, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary.
- 37.17 The Body Corporate is not responsible for the accuracy or correct operation of any meter for a Utility Service for a lot, other than its obligations under the Act. Consumers shall ensure that no person associated with the Consumer or their Lot interferes with any meter or equipment used for the supply or measure of supply of the Utility Service to a lot.
- 37.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Body Corporate.
- 37.19 A Consumer or the Body Corporate may choose to end the supply of Utility Service to the Consumer's lot by giving at least 90 days written notice to the other.

38. Special Rights - Alcohol

The occupier of the Manager's Unit has the special right to serve alcohol, other beverages and food on Common Property and in Lots but only if all appropriate licenses are held and laws are complied with to allow such service.

39. Security

- 39.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.
- 39.2 The Committee:-
- (a) Is responsible for control of the security systems
 - (b) May employ servants, agents or contractors to operate the system.
- 39.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:-
- (a) The issue of security access cards upon conditions, including payment of a deposit;
 - (b) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
 - (c) the right to enter upon any part of the Scheme Land for the purposes of maintaining security;
 - (d) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (e) that parts of the Common Property be secured against entry by unauthorised persons; and
 - (f) that security patrols, locks and other security devices or procedures are used to implement or operate it.
- 39.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a lot) arising because:-
- (a) the security system is not operating; and
 - (b) the security system fails to operate as intended.

39.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

40. Special Rights - Tourist Desk, Brochure Stands, Signage etc.

40.1 The occupier of the Manager's Unit has the special right to place (and, where appropriate, have manned) a tour desk, brochure stands, signage and other similar items ("Tour Facilities") on any part of the reception area on the Common Property being on the ground floor of the building on the Scheme Land on the following conditions:-

40.2 the occupier must keep any Tour Facilities in good condition and repair and to a standard commensurate with the surroundings in which they are located (namely a high quality and standard);

40.3 the Tour Facilities must not materially inhibit the flow of persons;

40.4 the occupier of the Manager's Unit does not have the exclusive use of the area on which the Tour Facilities are located;

40.5 if the erection and use of a Tour Facility causes any damage to the Common Property (except for fair wear and tear), the Manager must promptly make good such damage;

40.6 the Body Corporate must carry out its duties (and pay the maintenance and operating costs) in respect of the areas on which the Tour Facilities are placed.

41. Special Right - Pool Surrounds

41.1 This by-law attaches to the Manager's Unit.

41.2 The occupier of the Manager's Unit is given a special right to use the area designated A on the plan attached as Annexure "A" ("the pool Area") for the following purposes:-

(a) to serve food and beverages;

(b) provide services ancillary to food and beverage service;

(c) provide such other services that a hotel guest would expect to be provided in such an area.

41.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Pool Area subject to by-law 41.4.

41.4 Any mess, plates, glasses or rubbish in the Pool Area due to the activities allowed under this by-law shall be cleared and cleaned by the Manager as soon as practicable to keep the area in an attractive state.

41.5 The occupier of the Manager's Unit may restrict access to part of the Pool Area for bona fide private functions but not on a permanent basis. Access around, into and from the pool must not be restricted.

42. Special Right - Porte Cochere

42.1 This by-law attaches to the Manager's Unit.

42.2 The occupier of the Manager's Unit is given a special right to use the area designated "B" on the plan attached as Annexure "A" ("the Porte Cochere") for the following purposes:-

(a) to provide concierge services;

(b) to receive and dispatch taxis, tour buses, limousines and other modes of transport for occupiers;

(c) to park tour buses, coaches and other vehicles on a short term basis;

(d) to handle and stand luggage and luggage trolleys;

(e) for the congregation of tour groups and persons waiting for transport;

(f) to erect directional and other signage provided that it does not unreasonably interfere with access and is of a type commonly used in resort hotels and apartment buildings; and

(g) to provide such other services that a hotel guest would expect to be provided in such an area.

42.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Porte Cochere subject to by-law 42.4.

42.4 The occupier of the Manager's Unit shall be responsible for cleaning (except where specialised cleaning equipment is required) litter, oil marks and tyre marks from the Porte Cochere on a regular basis and ensuring any of the Manager's signage in the Porte Cochere is kept in a neat and attractive state.

42.5 Access through and over the Porte Cochere shall not be unreasonably restricted.

43. Special Right - Loading Dock

- 43.1 This by-law attaches to the Manager's Unit.
- 43.2 The occupier of the Manager's Unit is given a special right to use the area designated "C" on the plan attached as Annexure "A" ("the Loading Dock") for the following purposes:-
- (a) for the receipt and dispatch of all goods, materials and equipment used by the occupier or owner of the Manager's Unit in carrying out its business in the Scheme;
 - (b) to stand heavy vehicles but not on a permanent basis.
- 43.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Loading Dock subject to by-law 43.4.
- 43.4 The occupier of the Manager's Unit shall be responsible for cleaning (except where specialised cleaning equipment is required) litter, oil marks and tyre marks from the Loading Dock on a regular basis and ensuring any signage in the area is kept in a neat and attractive state.
- 43.5 The occupier of the Manager's Unit shall ensure that an owner or occupier who wishes to use the Loading Dock is provided access to and over the Loading Dock and the Loading Dock facilities in the Manager's Unit for the purposes of receiving or removal of large items or large numbers of items. The owner and occupier of the Manager's Unit shall also allow supervised access from the Loading Dock, to and from Vie Goods Lifts. Where an owner or occupier wants to use the Loading Dock or the Goods Lifts at the same time as the occupier of the Manager's Unit, the occupier of the Manager's Unit shall have priority.

44. Exclusive Use - Outdoor Dining for Restaurant

- 44.1 This by-law attaches to the Manager's Unit.
- 44.2 The occupier of the Manager's Unit is given exclusive use of the area referred to in Schedule E hereof and designated "D" on the plan attached as Annexure C("the Outdoor Dining Area") for the following purposes:-
- (a) serve food and beverages;
 - (b) provide services ancillary to food and beverage services;
 - (c) provide such other services that a hotel guest would expect to be provided in such an area
 - (d) place tables, chairs and other furniture normally used in an outdoor dining area.
- 44.3 The Body Corporate shall remain responsible for all maintenance and operating costs associated with the Outdoor Dining Area subject to by-law 44.4.
- 44.4 The occupier of the Manager's Unit shall be responsible for keeping the Outdoor Dining Area clean and keeping the Outdoor Dining Area (and outdoor dining furniture) in good repair.
- 44.5 The occupier of the Manager's Unit may restrict access over the Outdoor Dining Area for the purposes of safety, security and privacy for those dining in the Outdoor Dining Area.

45. Special Right - Conference and Function Room Areas

- 45.1 This by-law attaches to the Manager's Unit.
- 45.2 The occupier of the Manager's Unit is given a special right to use the area designated "E" on the plan attached as Annexure "B" ("the Functions Area") for the following purposes:-
- (a) to serve food and beverages;
 - (b) to use in connection with functions held in the function rooms;
 - (c) provide such other services that a hotel guest or invitee to a function would expect to be provided in such an area.
 - (d) to provide for a cocktail party and pre-function area.
 - (e) to provide services ancillary to all of those referred to above.
- 45.3 The Body Corporate shall remain responsible for all costs of maintenance and repair and operating costs associated with the Functions Area. The occupier of the Manager's Unit shall be responsible for cleaning that part of the Functions Area outside the function rooms that the occupier of the Manager's Unit uses directly in relation to the function rooms. The Body Corporate shall be responsible for the cleaning, maintenance and operating costs of the toilets, stairways, passageways and lounge areas in the Functions Area.

45.4 The occupier of the Manager's Unit may restrict access to parts of the Functions Area on a short term basis for the purposes of safety, security and privacy for those people attending functions. The occupier of the Manager's Unit may not restrict access to the toilets, laneways, passage ways or stairs.

45.5 The occupier of the Manager's Unit shall be entitled to place signage on the Functions Area.

46. Exclusive Use - Car Park

46.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of car parking.

46.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

46.3 The Body Corporate shall ensure that details of the areas of Common Property over which exclusive use has been granted and the applicable lot shall be recorded in Schedule E and defined on a plan in a Community Management Statement.

46.4 The car space exclusive use areas granted under this by-law are to be used for car parking only and shall not create or allow a nuisance to be created upon such area.

46.5 Each owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. However the Body Corporate shall otherwise remain responsible for the maintenance, operating costs and upkeep of the exclusive use car space areas.

46.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use car space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

46.7 The original owner or the original owner's agent (whichever authorised the allocation) may revoke the allocation.

47. Special Right - Goods Lift

47.1 This by-law attaches to the Manager's Unit.

47.2 The occupier of the Manager's Unit is given a special right to use the lifts designated "Lift No 4 and Lift No 5" on the plan attached as Annexure "D" that travel between levels A to Y of the building for the purposes of:-

- (a) caretaking, house cleaning and providing food and beverage services;
- (b) transport of goods, equipment, furniture and other similar items;
- (c) all purposes related to the caretaking business and letting business carried on by the owner or occupier of the Manager's Unit.

47.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Goods Lifts.

47.4 The occupier of the Manager's Unit must allow an owner or occupier to use the Goods Lifts at reasonable times for the purposes of moving furniture, large items or large numbers of items. Where the occupier of the Manager's Unit requires the use of the Goods Lifts at the same time as the owner or occupier, priority shall be given to the occupier of the Manager's Unit.

48. Severability

If it is held by a court of competent jurisdiction that:-

- (a) any part of these by-laws void, voidable, unenforceable or ultra vires; or
- (b) these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them was severed from the remainder of them,

then that part will be severable and severed from the by-laws but without effecting the continued operation of the remainder.

49. Original Owner doing Works

- 49.1 Any by-law that requires Body Corporate approval or permission to carry outworks within the Scheme shall not apply to refurbishment works and rectification works being carried out or to be carried out by the Original Owner in the course of refurbishing the building.
- 49.2 The Original Owner may bring equipment and materials on to the Common Property and access shall be restricted for safety and security reasons to the Original Owner and its contractors for those areas of Common Property and lots where works are being carried out. The Original Owner may lock off or put up barricades to areas for the safety and security of people on Scheme Land.
- 49.3 The Original Owner may interrupt or use the supply of Utility Services when carrying out works.
- 49.4 If there is any inconsistency between the terms of this by-law and any other by-law, the terms of this by-law shall prevail to the extent of any such inconsistency.

50. BMS

- 50.1 Owners and occupiers shall obey the terms and conditions of the building management statement to which the Body Corporate is a party.
- 50.2 If the Body Corporate agrees to amend the building management statement, an owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amendment of the building management statement.

51. Interpretation

- 51.1 In these by-laws except for the extent that the context otherwise requires:-
- (a) the singular includes the plural and vice versa;
 - (b) person includes a natural person, each other kind of legal entity and an unincorporated association;
 - (c) reference to a statute or any other law is a reference to the statute or law.

52. Definitions

In these by-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:-

- 52.1 "the Act" means the Body Corporate and Community Management Act 1997 and all regulations thereunder, as amended from time to time.
- 52.2 "Common Property" means has the same meaning as defined in the Act and as applied to the Community Titles Scheme.
- 52.3 "Committee" means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module.
- 52.4 "Community Management Statement" or "CMS" means the community management statement containing these by-laws.
- 52.5 "Community Titles Scheme" means the community titles scheme identified in Item 1 of the Community Management Statement.
- 52.6 "Display Cabinets" means display cabinets or similar furniture or equipment used for the purpose of displaying merchandise.
- 52.7 "lot" means a lot in the Community Titles Scheme.
- 52.8 "Manager" means the person or company engaged by the Body Corporate to carry out caretaking duties and/or authorised to carry out a letting business from the Community Titles Scheme.
- 52.9 "Manager's Unit" means Lot 101 on SP158894 or such lot as nominated by the Manager from time to time.
- 52.10 "occupier" has the same meaning as defined in the Act.
- 52.11 "Original Owner" means the person identified in Item 5 of the First Community Management Statement and includes successors or assigns.
- 52.12 "owner" has the same meaning as defined in the Act.
- 52.13 "Regulation Module" means the regulation module identified in Item 2 of the Community Management Statement.
- 52.14 "Scheme Land" means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the lots and the Common Property and

all improvements thereon.

52.15 "Utility Service" means the same as defined in the Act.

52.16 "vehicle" has the same meaning as vehicle as defined in the Traffic Act 1949.

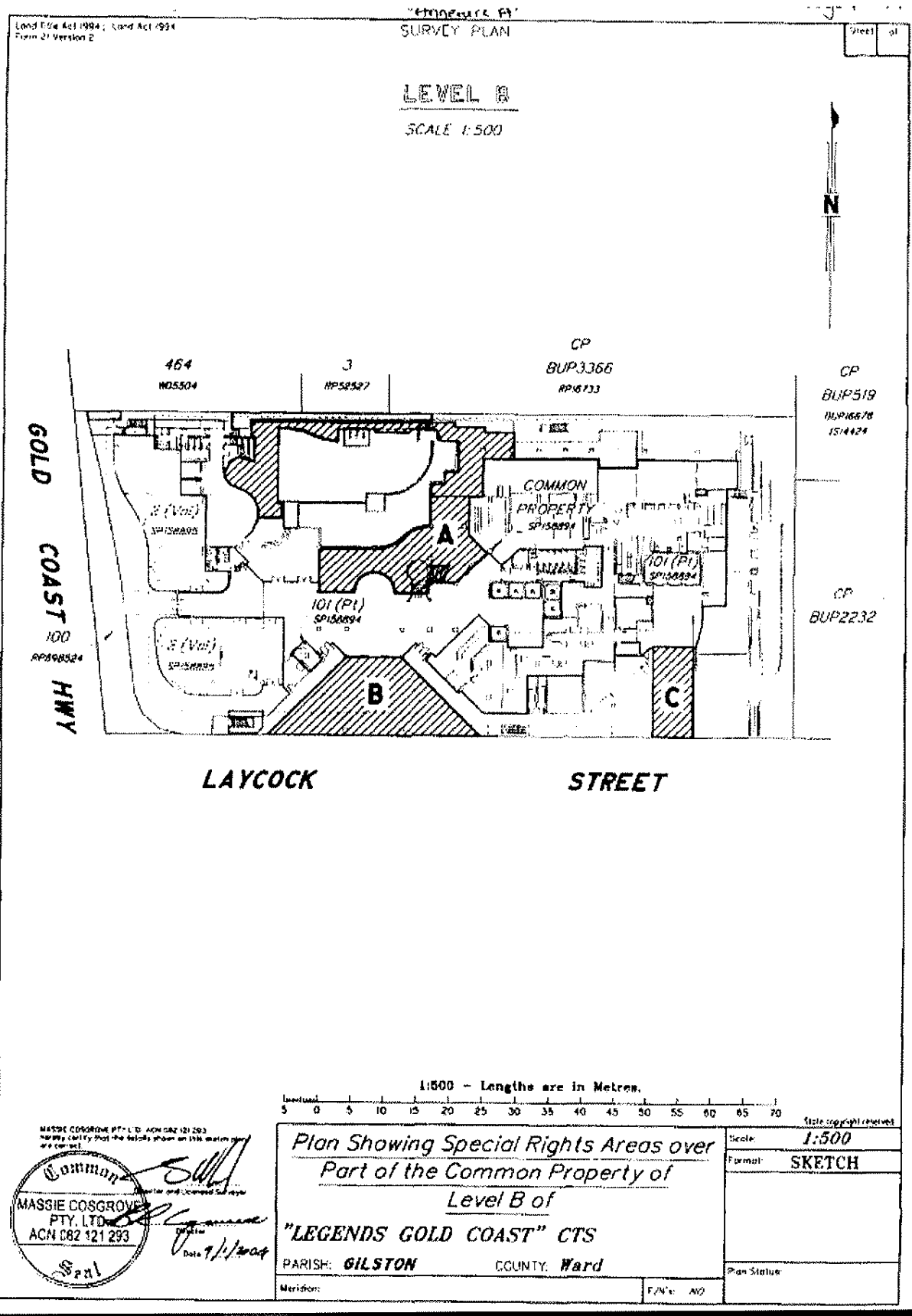
SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not Applicable.

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

| Lot | Area |
|---------------------|--|
| Lot 101 on SP158894 | Area "D" on Sketch Plan "C" attached. |
| Lot 101 on SP158894 | Area "C101" on Sketch Plan "C" attached. |

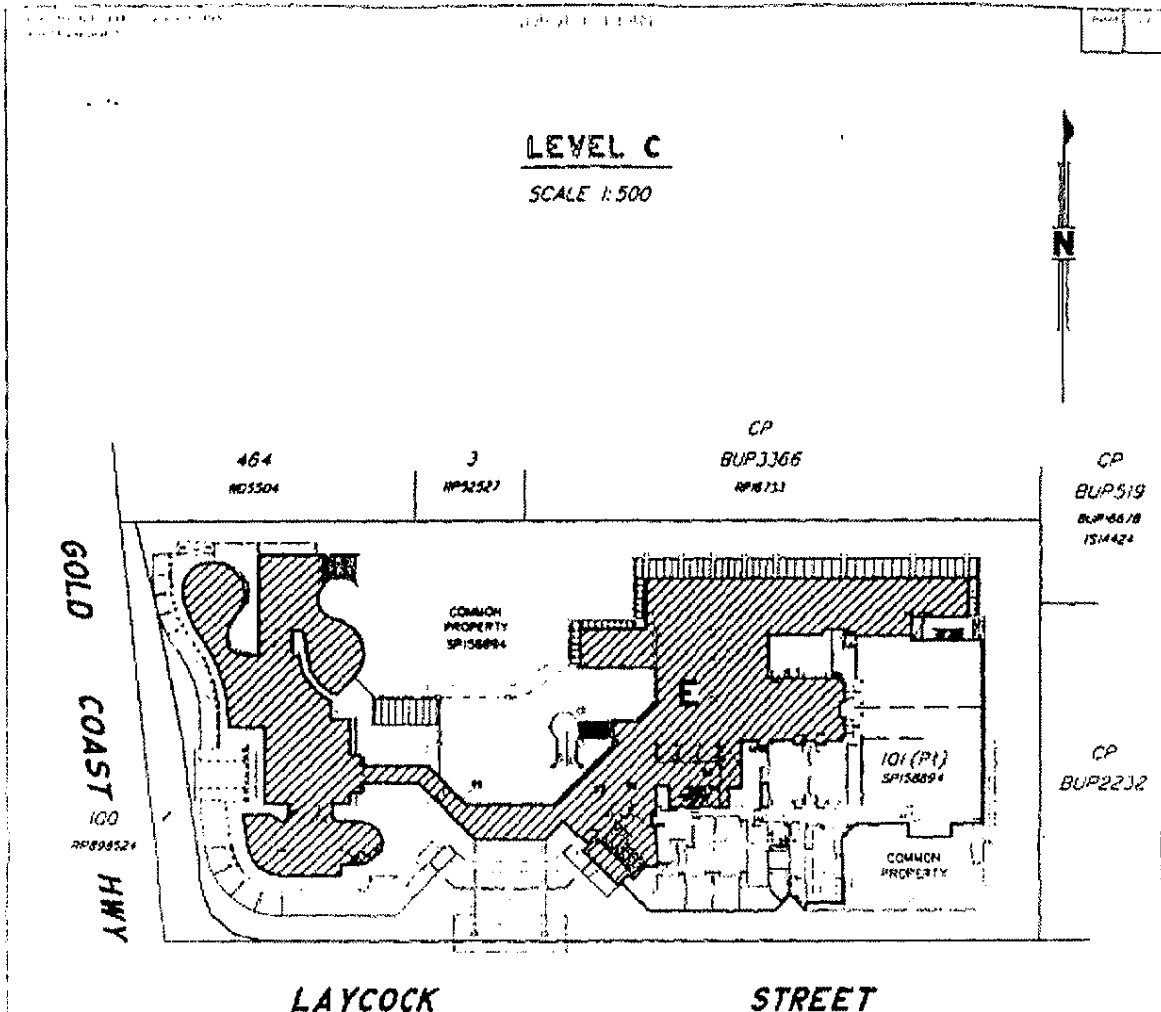
Annexure A



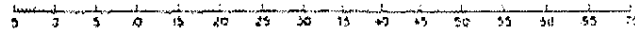
Annexure B

ANNEXURE B

DATE: 11/11/2011



1:500 - Lengths are in Metres.



44534 (CORPORATE TITLE) IS NOW 582 (2/2011)
 THIS PLAN IS FOR THE INFORMATION OF THE PUBLIC AND
 IS NOT TO BE USED FOR ANY OTHER PURPOSE.

| | | |
|--|--------------|--------------------------------|
| Plan Showing Special Rights Areas over part of the Common Property of Level C of "LEGENDS GOLD COAST" CTS | | Scale: 1:500 Nature: SKETCH |
| PARISH: GILSTON | COUNTY: Ward | Plan Status: |
| Version: | Date: | Drawn: |

Annexure C

SURVEY PLAN

Land Title Act 1994; Land Act 1994
Form 21 Version 2

Sheet of

LEVEL B

SCALE 1:500

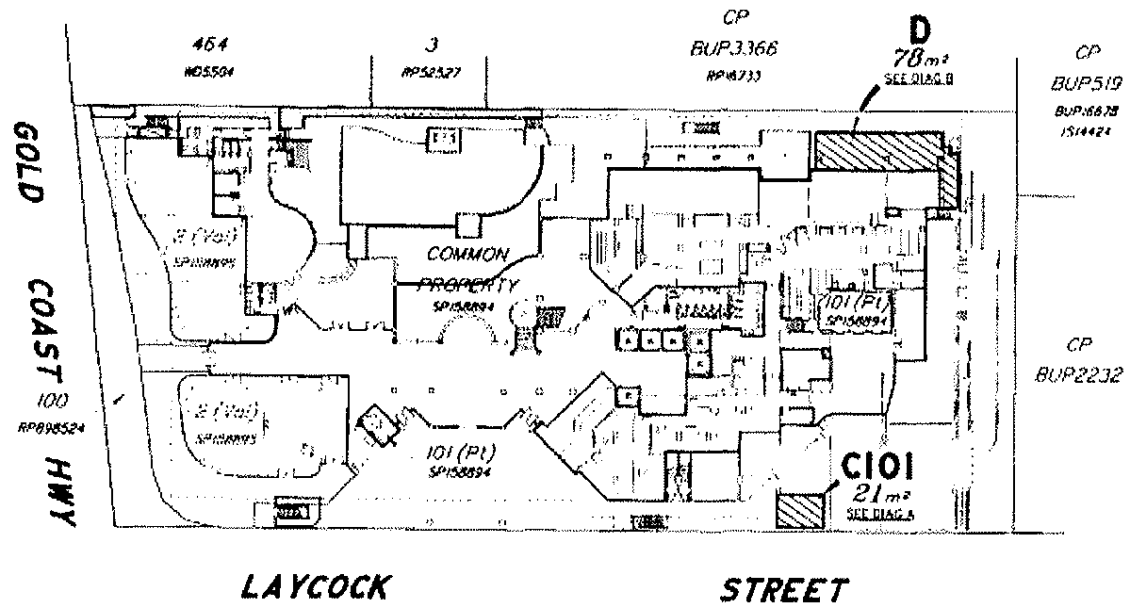


DIAGRAM A

Not to Scale

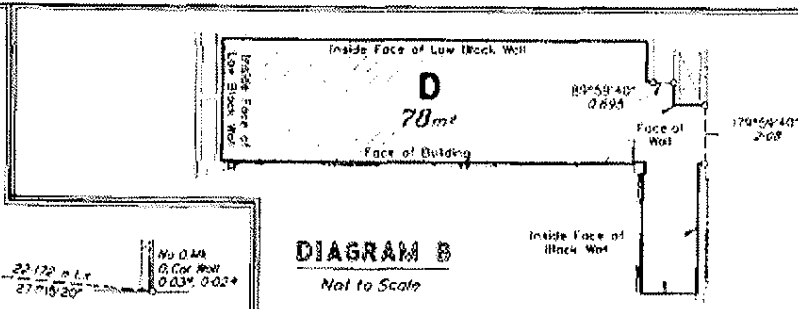
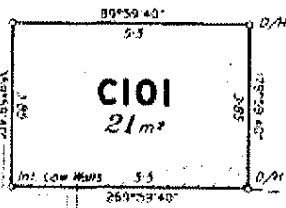
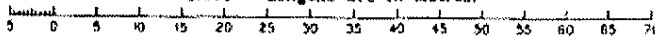


DIAGRAM B

Not to Scale

1:500 - Lengths are in Metres.



MASSIE COSGROVE PTY LTD ACN 082 121 293
I hereby certify that the details shown on this water plan are correct.

[Signature]
Director
2010/9/1/2004

Common
MASSIE COSGROVE
PTY LTD
ACN 082 121 293

| | | |
|---|--|----------------|
| <p>Plan Showing Exclusive Use Areas over part of the Common Property of Level B of "LEGENDS GOLD COAST" CTS</p> | | Scale: 1:500 |
| <p>PARISH: GILSTON COUNTY: Ward</p> | | Formal: SKETCH |
| <p>Map Date: F/N/A 40</p> | | Plan Status: |

Annexure D

