

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by section 48 of the *Body Corporate and Community Management Act 1997*, the CSLE for the scheme have been allocated having regard to:

- (a) the structure of the scheme;
- (b) the nature features and characteristics of the lots in the scheme; and
- (c) the purpose for which lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain body corporate costs (such as secretarial fees, audit fees, printing, postage and outlays), but the structure of the scheme and the features and characteristics of the lots result in a different burden on some costs of the body corporate for repair and maintenance of the common property.

When allocating the lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:

1. STRUCTURE OF THE SCHEME

The Scheme is not part of a layered scheme and does not have mixed use lots, therefore the structure of the scheme does not affect the CSLE.

Different lots in the scheme utilise common property to a greater extent depending on their location in the scheme. For example some lots do not have access to or, because of their location, do not use the lifts as much as others.

2. NATURE, FEATURE AND CHARACTERISTICS OF THE LOTS IN THE SCHEME

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the body corporate expenditure for maintenance, cleaning and repair of the common property on the following basis:

- (a) the level of the building on which the lot is situated. Additional entitlements are rated depending on the level the lots is located in the building. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls and the higher the cost of maintaining and operating the lifts;
- (b) the gross floor area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on support and shelter costs;
- (c) not all lots are expected to have the same number of occupants. Larger lots can cater for greater number of occupants and have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

3. THE PURPOSE FOR WHICH THE LOTS ARE USED

Each of the lots in this scheme is used for a residential purpose except for the manager's lot and consequently this factor does not contribute any differences to the lot entitlements.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Lots may be amalgamated or subdivided provided there is no change to the common property and lot entitlements are fully allocated amongst the new lots.

SCHEDULE C	BY-LAWS
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1. NOISE

1.2 The occupier of a lot must not

- (a) behave in a manner; or
- (b) create or permit in the lot noise,

likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

1.3 Without limiting by-law 1.1 no security alarm system installed by the owner or occupier of a lot for the protection of the lot may be operated (or allowed to operate) so that, if the system is activated, the alarm noise is audible outside the lot, but the alarm signal must be by direct line to the security provider.

1.4 Owners or Occupiers leaving or returning to a lot between the hours of 10.00pm and 7.00am must leave and return quietly.

- 1.5 Owners or Occupiers must request invitees leaving after 10.00pm to leave quietly.
- 1.6 All musical instruments, radio and television receivers, stereo equipment and the like are to be controlled so that the sound emanating from them is at a reasonable level and will not cause annoyance to owners or occupants of other lots. Sound emanating from these sources must not be able to be heard from outside the lot after 10.00pm or before 7.00am.
2. BEHAVIOUR OF INVITEES
- An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
3. USE OF LOTS
- A lot may be used only for residential purposes. Lot 5 may also be used for an onsite manager's office (including for caretaking and/or for letting of lots).
4. VEHICLES
- 4.1 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, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 4.2 An approval under by-law 4.1 must state the period for which it is given, with the exception of designated visitor parking.
- 4.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 4.4 An owner or occupier of a lot must –
- (a) ensure its invitees' vehicles are parked in parking bays in common property designated as for visitor parking;
 - (b) ensure those invitees use such bays only for casual parking;
 - (c) not, and not permit its invitees to, ride or use skateboards, roller blades, skates, carts or other similar recreational means of transport on or over common property.
- 4.5 However, by-law 4.4(c) does not apply to bicycles while in use on a part of common property constructed for vehicular use and only convey the rider directly from and to a lot (in respect of which the rider is an occupier or occupier's invitee) to and from a public road adjoining that part of the common property.
- 4.6 An owner or occupier must not drive or permit to be driven into or over the common property a motor vehicle in excess of 2 tonnes weight.
5. OBSTRUCTION
- 5.1 The occupier of a lot must not obstruct the lawful use of the common property by someone else.
6. DAMAGE/ALTERATIONS TO COMMON PROPERTY
- 6.1 An 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 or other property that forms part of the common property or body corporate asset.
- 6.2 However, an occupier may install a locking or safety device that complies with the Fire Regulations current at the time to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building and approval by the committee.
- 6.3 The owner of a lot must keep a device installed under by-law 6.2 in good order and repair.
- 6.4 Each occupier of a lot must notify the body corporate promptly of any damage, accident to or defect in any water pipes, gas pipes, electric installations, fixtures, fittings, furniture or equipment on the common property which comes to the occupier's knowledge.
- 6.5 Without limiting by-law 6.3, unless a resolution of the body corporate provides to the contrary, any alteration made or fixture or fitting attached to common property by an owner or occupier of a lot (whether or not with the prior approval of the committee) must be repaired and maintained by the owner from time to time of the lot, the owner or occupier of which made the alteration or addition.
- 6.6 An owner or occupier will be responsible respectively at the owner or occupier's cost for making good any damage (excluding fair wear and tear) caused respectively by the owner or occupier or their respective invitees.
- 6.7 The committee may by written notice to an owner or occupier of a lot require compliance with a make good obligation, that must be specified in the notice, under by-law 6.6.

- 6.8 If such a notice is not complied with to the committee's reasonable satisfaction within 14 days after it is given, the committee may in its discretion cause the relevant work to be undertaken to achieve compliance and the owner or occupier (as the case may be) must immediately on demand pay to the body corporate the costs incurred or payable by the body corporate in that respect.

7. RUBBISH ON COMMON PROPERTY

7.1 The occupier of a lot must not:

- (a) throw out or deposit or leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else;
- (b) throw or allow to fall, or permit to be thrown or allowed to fall, from a window, door or balcony any rubbish, refuse or other article.

- 7.2 Any damage or cost of cleaning or repair resulting from a breach of paragraph 7.1 is to be borne by the owner of the lot concerned.

8. STRUCTURAL MATTERS

- 8.1 The manner and style of any structural fit-out or structural alteration to the interior of a lot must have the prior written approval of the committee.

- 8.2 Such an approval may be granted unconditionally or subject to reasonable conditions.

- 8.3 The committee is entitled to request copies of such plans and specifications as it considers necessary to enable it to consider granting its approval, and the owner of a lot must comply with such a request.

- 8.4 All reasonable costs of the body corporate in considering requests for approval of fit-out or alterations under this by-law are payable by the owner of the lot on demand.

- 8.5 An owner or occupier must not do anything to affect the structural integrity of the buildings on the scheme land and in particular must not place items (such as pots and furniture) on a balcony or terrace where the total weight of the items exceeds 250 kilograms without the committee's prior consent.

8.6 The committee:

- (a) may require the owner or occupier to obtain an engineer's certificate stating that the relevant proposal, if implemented, will not affect the structural integrity of the building; and
- (b) must not unreasonably delay or refuse consent, but may give consent subject to reasonable conditions.

9. MAINTENANCE OF LOTS

9.1 An owner or occupier of a lot:

- (a) is responsible for proper maintenance and decoration of the lot;
- (b) must maintain in good condition and repair the improvements constructed or installed on the lot (and if necessary renew or replace all or part of them);
- (c) must maintain the interior of the lot in a clean condition and take all practical steps to prevent infestation by vermin or insects.

- 9.2 The committee may by written notice to an owner or occupier of a lot require compliance with an obligation, that must be specified in the notice, under by-law 9.1.

- 9.3 If such a notice is not complied with to the committee's reasonable satisfaction within 14 days after it is given, the committee may in its discretion cause the relevant work to be undertaken to achieve compliance and the owner or occupier (as the case may be) must immediately on demand pay to the body corporate the costs incurred or payable by the body corporate in that respect.

- 9.4 An owner or occupier must allow the committee and servants and contractors of the body corporate access to the lot at all reasonable times after reasonable notice for inspection as to compliance with bylaws 9.1 and 9.2 and works under by-law 9.3 after reasonable notice from the committee of intention to enter onto the lot for such a purpose.

10. WATER APPARATUS

- 10.1 An owner or occupier must see that all water taps on their lot are properly turned off after use.

- 10.2 The water closets, conveniences and other water apparatus (including pipes and drains) in a lot must not be used for a purpose other than those for which they were constructed and no sweepings, rubbish or other unsuitable substances may be deposited in them.

- 10.3 Any cost or expense resulting from damage to or blockage of such water closets, conveniences, water apparatus, pipes and drains from misuse or negligence must be borne by the owner or occupier of the lot, whether caused by an act or omission of the owner or occupier or their servants or other invitees.

11. WINDOWS AND WINDOW COVERINGS

- 11.1 An owner or occupier of a lot must keep the windows of the lot clean and promptly replace with glass of the same kind, colour and weight any that are broken or cracked.
- 11.2 No window may be covered with aluminium foil or other reflective material or tinted and, subject to any other by-law, no shutters, awnings or other window covers may be affixed externally to the building or be visible from the exterior of the building.
- 11.3 By-law 11.2 does not apply to security screens, but they may only be attached to lots with the prior written consent of the committee, which may give consent subject to conditions.
- 11.4 By way of guidance as to the type of security screens that may be approved:
- (a) only those similar in appearance to insect screens (with flat screening material and which to all intents and purposes would be viewed as an insect screen, so as not to detract from the overall appearance of the building while still offering sufficient security) will be approved; and
 - (b) screens of diamond mesh, grills and the like will not be approved.
- 11.5 An owner or occupier of a lot must not hang curtains or blinds in the Lot visible from outside the Lot unless those curtains or blinds have a white or charcoal backing facing the external areas (or unless the Committee has otherwise approved in writing).

12. HARD FLOORING

- 12.1 Except for flooring installed at the creation of the Scheme, an owner or occupier of a lot must not install or cause to be installed or place in or upon any part of a lot hard flooring, such as timber, tiles, marble or similar material ('flooring') unless the owner or occupier has first obtained the written approval of the committee.
- 12.2 Where the committee grants consent to the installation of the flooring, in addition to any other conditions the committee must impose, the following conditions:
- (a) The flooring impact isolation class ('FIIC') of the flooring when completed must not be less than the following performance specification:

Area	FIIC
Kitchen	60
Lounge/Bedroom	60
 - (b) Following the installation of the flooring the owner or occupier must at its cost have the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the committee, and provide a copy of the consultant's report to the committee within 7 days of receiving it.
 - (c) Where the FIIC of the completed flooring is less than the level detailed in by-law 12.2(a), the owner or occupier must, within a reasonable time and at its cost, cause the flooring to be removed and/or have any necessary procedures or additional works undertaken in order for the flooring to comply with the requirements in that paragraph and, following any such remedial action, the provisions of by-law 12.2(b) must again be complied with.

13. APPEARANCE OF LOT

- 13.1 An owner or occupier of a lot must not:
- (a) make any structural alteration to a lot (including any alteration to gas, water or electrical installations, or installation of any air-conditioning system, or work for the purpose of enclosing in any way the balcony, if any, of the lot); or
 - (b) in any way alter the external appearance of the lot, or cause to be constructed or put on any part of the lot which can be viewed from outside the lot, any materials or items without the committee's prior written consent.
- 13.2 The occupier of a lot must not, without the body corporate's written approval:
- (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article (whether relating to the sale or letting of the lot or otherwise) if the article is visible from another lot or the common property, or from outside the scheme land.
- 13.3 By-law 13.2(b) does not apply to the Original Owner while it is owner of a lot.

14. OTHER INSPECTION AND REPAIR OF LOTS

- 14.1 After reasonable notice from the body corporate, each occupier of a lot must permit the committee or any contractor, sub-contractor, workman or other person authorised by the committee access to the lot to -
- (a) inspect and test installations or equipment for the necessity for; and
 - (b) carry out,

work or repairs on mains, wires, or connections of any utility system or service, or for tracing leakages or defects, whether to that lot or an adjoining lot.

14.2 If not so permitted, such a person may effect an entry.

14.3 The committee must ensure that persons entering the lot under the powers in by-laws 14.1 and 14.2 cause as little inconvenience to the occupier of the lot as reasonably is possible in the circumstances.

15. STORAGE OF FLAMMABLE MATERIALS

15.1 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

15.2 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes and its use for that purpose is lawful.

15.3 An occupier of a lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the lot nor in any other way cause or increase a risk of fire or explosion in the lot.

15.4 However, this by-law does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle or internal combustion engine; or
- (b) a tank kept on a vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

16. GARBAGE DISPOSAL

16.1 Unless the body corporate provides some other ways of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

16.2 The occupier of a lot must:

- (a) comply with all local government local laws about disposal of garbage;
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots and in that regard must ensure all food scraps and putrescible items are wrapped before disposal;
- (c) ensure all garbage is disposed of only in the allocated waste disposal area on the common property; and
- (d) ensure no furnishings, household goods or white goods are disposed of on common property including in the allocated waste disposal area.

16.3 Subject to obtaining any approvals which may be required from any local government, the Body Corporate has the power to devise a rubbish removal system from time to time, covering amongst other things:

- (a) access to and use of any garbage chutes and collection bins;
- (b) permitted means and times for disposal;
- (c) location of garbage removal;
- (d) storage of garbage;
- (e) containment of garbage;
- (f) regularity of garbage removal;
- (g) segregation of garbage; and
- (h) special garbage requirements.

17. KEEPING OF ANIMALS

17.1 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.

18. AUCTION SALES

18.1 An owner or occupier of a lot must not permit to be conducted on or in the lot or common property, without the committee's prior written approval, an auction sale of the lot or any chattels.

18.2 This by-law does not apply to the Original Owner.

19. EXCLUSIVE USE – ORIGINAL OWNER NOMINATIONS

19.1 Owners are entitled to the exclusive use of that part of the common property nominated by the original owner or the solicitor acting on behalf of the original owner to the body corporate during the period ending 12 months after the recording of the CMS (Exclusive Use Space) which nominations (at the date of this CMS) are identified in Schedule E. Such owners:

- (a) must, at their own expense, keep the Exclusive Use Space neat and tidy; and
- (b) must, so far as they are lawfully able to, perform the duties of the body corporate in respect of the Exclusive Use Space.

19.2 Exclusive use areas under this by-law not kept clean will be tidied and cleaned by the body corporate at the expense of the owner.

20. EXCLUSIVE USE

20.1 The owners and occupiers of lots identified in Schedule E have the exclusive use of the parts of the common property allocated in that schedule and as identified respectively on plans as set out in Schedule E for the respective purposes identified in Schedule E.

20.2 The Owners are responsible for maintaining the parts of common property allocated under this by-law for car parking in a clean and tidy condition.

20.3 An owner or occupier of a lot is responsible for maintenance of the parts of the common property allocated under this by-law for storage and for installation and maintenance of locking devices securing those parts.

20.4 An owner or occupier must not enclose any part of common property allocated under this by-law for car parking.

20.5 The owner or occupier must not use an exclusive use area allocated for car parking purposes for any purpose other than car parking unless the Body Corporate otherwise gives written approval. Except as may be first approved in writing by the Body Corporate, extraneous items such as furniture, cartons (full or empty), clothing, paint, personal effects and other household items must not be stored in exclusive use car park areas.

20.6 An owner or occupier must not carry out repairs or restorations to any motor vehicle on common property including in an exclusive use area.

20.7 No bicycles, skateboards, scooters roller blades, roller skates or the like are to be ridden or any ball sports played in the car park.

21. BARBEQUE AND RECREATION AREA-LEVEL 6 (SPECIAL RIGHT)

21.1 The owner and occupier for the time being of each of Lots Identified in Schedule E shall together have the exclusive use of the common property and associated facilities identified as Exclusive Areas R1 and R2 on attached plan S.6301-10-B in Schedule E ('Level 6 Recreational Areas') for barbeque and reasonable recreational purposes. Except for any body corporate appointed caretaker manager or service contractor, only the owners and occupiers of the lots referred to in this bylaw may access and use these areas.

21.2 The body corporate will be responsible for the cleaning and maintenance of the Level 6 Recreational Areas and may permit its servants and contractors engaged in such work access to those areas.

21.3 The following rules apply to the use of the Level 6 Recreational Areas:

- (a) the Level 6 Recreational Areas may not be used by guests or invitees of owners and occupiers unless accompanied by the host lot owner or occupier;
- (b) children below the age of 13 must at all times be accompanied by an adult owner or occupier exercising effective control over them;
- (c) no smoking is permitted in or around any the Level 6 Recreational Areas;
- (d) the Level 6 Recreational Areas may only be used between the hours of 7.00am and 10.00pm unless otherwise arranged with any onsite service contractor engaged by the Body Corporate or the Committee;
- (e) all equipment and appliances are to be used in a proper manner and operated in accordance with their operating instructions and left clean and tidy and available for the next users (failing which the lot owner or occupier will be liable for the cleaning costs incurred);
- (f) no common property or Body Corporate assets are to be defaced, damaged or removed;
- (g) the Body Corporate or any on site service contractor engaged by the Body Corporate may operate a reservation system for the Level 6 Recreational Areas and assets with which owners and occupiers must comply;
- (h) the Level 6 Recreational Areas may only be used in such a manner that is not likely to interfere with the peaceful enjoyment of any person lawfully in a lot or on the common property; and

- (l) owners and occupiers are responsible to ensure their guests and invitees comply with these rules.

- 21.4 An owner or occupier must not, without proper authority, operate, adjust or interfere with the operation of any of the facilities in the Level 6 Recreational Areas.
- 21.5 Notwithstanding by-law 23.1, the Committee may, from time to time, make other rules regarding the use of the Level 6 Recreational Areas.

22. FOYER SECURITY (SPECIAL RIGHT)

- 22.1 Each owner and occupier for the time being on Level 1 (being Lots 101 to 115 on SP 198928), Level 2 (being Lots 201 to 215 on SP 198928), Level 3 (being Lots 301 to 315 on SP 198928), Level 4 (being Lots 401 to 415 on SP 198928) and Level 5 (being Lots 501 to 514 on SP 198928) shall have the exclusive use (together with other owners and occupiers on the same level) of the common property contained within the lift foyer and passage ways on the level of their respective lots.
- 22.2 Each owner and occupier for the time being on Level 6 (being Lots 601 to 610 on SP 198928) shall have the exclusive use (together with other owners and occupiers on the same level and the owners and occupiers on Level 5 (being Lots 501 to 514 on SP 198928) and Level 4 (being Lots 401 to 415 on SP 198928) of the common property contained within the lift foyer and passage ways on Level 6 such that only owners and occupiers on those levels may have access to the lift foyer and passage ways on Level 6 to use the lifts to access the foyer, an owner's or occupier's lot or the barbeque and recreation area on Level 6. Only owners and occupiers of lots referred to in this by-law 21.2 and their invitees may access Level 6.
- 22.3 The special rights granted under this by-law limit access to each level from the lifts by key security card access or another system to limit the rights of owners and occupiers to use lifts to access a foyer or lot on any level of the building so that only owners and occupiers of lots described in this by-law 21 and their invitees may access certain levels as described in this by-law 21.
- 22.4 The body corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this by-law (foyers and passage ways on each level) and may permit its servants and contractors engaged in such work access to those areas. The costs of maintenance of the security card access and other system the subject of the special rights under this by-law will be borne by the body corporate.

23. RESTRICTED USE OF CAR SPACES

- 23.1 In this by-law, 'car space' means an area intended for parking a car or other vehicle, whether that area is:
- (a) part of a lot intended for residential use; or
 - (b) part of common property in respect of which a right to exclusive use or special privilege is conferred on an owner or occupier of such a lot.
- 23.2 An owner or occupier must not use or permit the use of a car space (including under a lease or on a separate sale), except by:
- (a) the owner or occupier; or
 - (b) owner or occupier of another lot; or
 - (c) their respective bona fide visitors.

24. USE OF COMMON PROPERTY FACILITY

- 24.1 An owner or occupier may use the common barbecue area (if any) and common recreational area (if any) (not otherwise the subject of an exclusive use or special right under these bylaws) and associated facilities on the common property ('Facilities'), subject to the following rules:
- (a) the Facilities, may not be used by guests or invitees of owners and occupiers unless accompanied by the host lot owner or occupier;
 - (b) children below the age of 13 must at all times be accompanied by an adult owner or occupier exercising effective control over them;
 - (c) no smoking is permitted in or around any Facilities;
 - (d) the Facilities may only be used between the hours of 7.00am and 10.00pm unless otherwise arranged with any onsite service contractor engaged by the Body Corporate or the Committee;
 - (e) the Facilities and all equipment and appliances are to be used in a proper manner and operated in accordance with their operating instructions (including being turned off after use) and left clean and tidy and available for the next users (failing which the lot owner or occupier will be liable for the cleaning costs incurred);
 - (f) no common property or Body Corporate assets are to be defaced, damaged or removed;
 - (g) the Body Corporate or any on site service contractor engaged by the Body Corporate may operate a reservation system for the Facilities and assets with which owners and occupiers must comply;
 - (h) facilities may only be used in such a manner that is not likely to interfere with the peaceful enjoyment of any person lawfully in a lot or on the common property; and

- (i) owners and occupiers are responsible to ensure their guests and invitees comply with these rules.
- 24.2 An owner or occupier must not, without proper authority, operate, adjust or interfere with the operation of any of the Facilities.
- 24.3 Notwithstanding by-law 23.1, the Committee may, from time to time, make other rules regarding the Facilities.
25. ORIGINAL OWNERS SELLING RIGHTS
- While the Original Owner remains owner of a lot, it and its officers, employees and agents are entitled to -
- (a) use the lot as a display unit;
 - (b) allow prospective purchasers to inspect the lot;
 - (c) use in or about the lot on common property for sale of the lot (or lots generally of which the Original Owner is still the owner) such signs, advertising and display material as it thinks fit, subject to their being tasteful (having regard to the general appearance of the lot or common property) and not, in number and size, greater than reasonably is necessary.
26. RESTRICTED ACCESS AREAS
- 26.1 Any parts of the common property used for:
- (a) electrical substations, switchrooms or control panels;
 - (b) fire service control panels;
 - (c) telephone exchanges; or
 - (d) other services to the lots or common property,
- may be kept locked by the committee (or its appointed representative) unless otherwise required by law, and persons may not enter or open such locked areas without the prior consent of the committee.
- 26.2 The committee may use appropriate areas of the common property to store plant and equipment used for the performance of the body corporate's duties in respect of the common property.
- 26.3 Any such areas may be locked and access is prohibited without the prior consent of the committee.
27. APPLICATIONS ETC TO BODY CORPORATE
- All applications or complaints to the body corporate or the committee must be in writing addressed to the secretary or body corporate manager.
28. COMPLIANCE WITH NOTICES
- All owners and occupiers of lots and their respective invitees must comply with any notice displayed on common property by authority of the body corporate or any statutory authority.
29. REPAIRS BY BODY CORPORATE
- If the body corporate expends money to make good damage caused by a breach of the Act or these by-laws by an owner or occupier of a lot or tenants, servants, employees, agents, children, guests, invitees or licensees of the owner or occupier, the committee is entitled to recover the amount expended as a debt by action in any court of competent jurisdiction from the owner of the lot at the time the breach occurred.
30. FIRE SAFETY
- 30.1 The building on the Scheme Land has been approved with an alternative fire solution. The body corporate must maintain a fire safety management in use plan for the management of the fire safety matters for the scheme land and must keep a copy of the management in use plan and records with the body corporate records for inspection by interested parties including any regulatory authorities, Queensland Fire and Rescue Services and insurers.
- 30.2 The body corporate must coordinate and owners and occupiers must participate in any emergency evacuation drills and safety equipment briefings required by law or by a building insurer.
31. SEVERABILITY
- If it is held by a court of competent jurisdiction that -
- (a) any part of these by-laws is void, voidable, unenforceable or ultra vires; or
 - (b) these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,
- then that part will be severable and severed from these by-laws but without affecting the continued operation of the remainder.

32. BRISBANE CITY COUNCIL MANDATED CONDITIONS

The following provisions are mandated by the Brisbane City Council pursuant to the relevant development approval conditions for the scheme and the Building in which the scheme land is located:

- (a) All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant 'Brisbane City Plan 2000 - Residential Code' and clearly depicted on the approved drawings;
- (b) Unimpeded and safe 24 hours public access must be provided and maintained through the scheme land including a pedestrian link between Wyatt Street and Longland Street as shown on the approved drawings; and
- (c) No vehicular access is permitted from the Scheme Land to Masters Street.

33. BY-LAWS TO BE EXHIBITED

A copy of these by-laws (or a precis of them approved by the committee) must be exhibited in a prominent place in any lot made available for letting.

34. COSTS RECOVERY

34.1 An owner of a lot (which includes a mortgagee in possession) must pay on demand as a liquidated debt all the body corporate's costs (including legal costs on a solicitor and own client basis) and expenses incurred in:

- (a) recovering levies or money payable to the body corporate pursuant to the Act duly levied in respect of a lot, or on an owner or otherwise pursuant to these by-laws;
- (b) all proceedings (including legal proceedings, and including appeals) taken by or against an owner or occupier of a lot, concluded in favour of the body corporate; or
- (c) enforcing these by-laws.

34.2 If an owner of a lot (or the mortgagee in possession of the lot) fails to pay costs and expenses demanded under by-law 34.1, the body corporate may do one or both of:

- (a) treat the demanded amount as a liquidated debt and take action for recovery in a competent court;
- (b) enter the demanded amount against the levy account in respect of the lot.

35. INTERPRETATION

35.1 Words denoting:

- (a) the singular include the plural and vice versa;
- (b) a gender include the other genders;
- (c) persons include corporations and vice versa.

35.2 By-law headings are included for ease of reference only and do not form part of nor affect the interpretation of these by-laws.

35.3 Reference to a statute includes orders-in-council, proclamations, regulations, rules, by-laws and ordinances made under the statute and any statute amending, consolidating or replacing the statute.

35.4 Words or expressions defined in the Act have the same meaning in these by-laws.

35.5 In these by-laws:

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

'Original Owner' means Brisbane Housing Company Limited ACN 101 263 234.

36. FURNITURE REMOVAL

36.1 An owner or occupier must give at least 24 hours prior written notice to the Committee or any body corporate appointed caretaker service contractor to move any furniture or heavy items across common property into a Lot or to remove furniture or heavy items from a Lot and must abide by such reasonable rules or directions of the Committee in relation to such furniture removal.

36.2 Movements of furniture:

- (a) must occur from the Wyatt Street entrance (the rear entrance) to the building; and
- (b) must not occur from the Masters Street entrance (the front entrance) to the building.