

1. Each unit shall be used for residential purposes only except Lot 1 which may in addition to residential purposes be used as the Management / Caretaker Unit. No unit is to be used for any other purpose save for the purpose referred to in Clause 40 herein.

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2. Outside wireless and television aerials may not be erected without written permission of the Body Corporate Committee.
3. No structural alteration shall be made to any unit (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit and including the installation of any air-conditioning system) without the prior permission in writing of the Body Corporate Committee.
4. Proprietors shall not paint or affix any signs, advertisements, notices or posters to or on any part of the premises, nor to do anything to vary the external appearance of their units without the prior consent of the Body Corporate Committee.
5. Pursuant to written permission being granted by the Committee as to the style and colour, a proprietor of a lot may erect external sun blinds and awnings and all curtains and l or blinds on the external windows of the building shall be of a uniform off-white backing or such other colour as the Committee of the Body Corporate shall from time to time nominate or require in order to have a standard and orderly appearance of the building.
6. Proprietors shall not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the member of the Committee appointed, from time to time for that purpose and advised to proprietors hereinafter called the "Committee's Representative" and not any other member of the Committee.
7. The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the proprietors or used by them for any other purpose than the reasonable ingress and egress to and from their respective units and no proprietor shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.

8. Each proprietor shall be responsible for the interior maintenance and decoration of his unit.
9. Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
10. A proprietor shall see that all water taps in his unit are promptly turned off after use.
11. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions or those of members of his household or his servants or agents or guests.
12. A proprietor shall give the Committee 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 they may deem necessary for the safety and preservation of the said building as often as may be necessary.
13. A proprietor shall not obstruct nor deposit anything on any path, hail, stairway, corridor in the building or injure nor dirty any part thereof.
14. A proprietor shall not deposit anything or throw any dust or beat any mat carpet or cloth on or in the common areas in the buildings and grounds or allow children to play in or obstruct the use by other occupants of the said common areas.
15. All units shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.
16. A proprietor shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the stair case, passages or skylights, from balconies, from the roof or in passageways of the building. Any damages or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor concerned.

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 - (a) Incinerators and garbage cans shall be placed only where approved by the Committee and used only for the purpose for which they are provided.
 - (b) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight.
 - (c) Car spaces shall be kept tidy and free of all litter.
 - (d) Building materials, machinery or any heavy business equipment shall not be stored in the unit, land, or common property.
 - (e) No trucks, tractors or large machinery shall be kept on the common property or upon any lot.
 18. No clothing bedding or other articles shall be hung on the windows, balconies or on the outside of the building or window thereof.
 19. Keeping of animals
 - 19.1 The owner or 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.
 - 19.2 The Owner or occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring or keep an animal on the lot or the Common Property.
 - 19.3 All applications to bring or keep an animal on the lot or the Common Property must be submitted in writing to the Body Corporate and accompanied by the animal's registration, vaccination, and micro chipping certificates.

- 19.4 In deciding whether or not to grant consent to an owner or occupier of a lot to keep or bring an animal on the lot or Common Property, the following conditions may be required by the Body Corporate:
- (a) the animal shall be kept on a lead or otherwise restrained when on Common Property and must not be taken into recreational areas, such as swimming pools, tennis courts, games rooms or barbeque areas (as appropriate for animal type);
 - (b) the animal must not cause any unreasonable nuisance or noise that will affect the peaceful enjoyment of an owner or occupier;
 - (c) the animal must not cause any injury or damage to the lot or Common Property;
 - (d) the animal's waste must be disposed of by the owner in such a way as not to create noxious odours or otherwise contaminate the Common Property or any other Body Corporate Property including but not limited to collection of any and all waste from Common Property immediately and cleaning such area with appropriate cleaning agents;
 - (e) the animal must be vaccinated, with medical records available for inspection;
 - (f) the animal must wear an identification tag clearly showing the owners name, address and telephone number; and
 - (g) the owner or occupier shall provide evidence of currency of registration with the Gold Coast City Council.
- 19.5 The Body Corporate reserves the right to issue a breach notice and to take further action should the owner or occupier of the animal breach the conditions set forth in paragraph 19.4, or such further conditions make on keeping of animals on grant of approval.
- 19.6 An owner or occupier must remove the animal from the Scheme land if ordered to in writing by the Body Corporate.

- 19.7 In this by-law, the Body Corporate shall have regard to Section 5 of the Guide, Hearing and Assistance Dogs Act 2009 (Qld) and shall grant such reasonable accommodation(s) as is necessary to grant equality of access.
20. In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any unit the proprietor of such unit shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
21. Proprietors shall not bring or do or keep anything in this unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and / or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any public authority for the time being in force.
22. Proprietors shall not store or use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises nor in any other way cause or increase a risk of fire or explosion in their units.
23. A proprietor, his tenants, servants or agents shall not make or permit any objectionable noises in the building or premises nor interfere in any way with other residents or those having business with them and all musical instruments, wireless, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other occupants of the building.
24. Guests leaving after 11.00.p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when occupants return to the building late at night or in early morning hours.
25. Proprietors shall not permit any auction sale to be conducted or take place upon the premises without consent of the Committee.
26. Before any furniture, piano or safe is moved into or out of any unit, due notice must be given to the Committee's Representative and the moving of same must be done in the manner and at the time directed by the Committee.
27. In the event of any unavoidable noise in a unit at any time the resident therein shall take all practical means to minimize annoyance to other residents by closing all doors, windows and curtains of their units and also such further steps as may be within their power for the same purpose.
28. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
29. Upon one (1) days' notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor as is reasonable in the circumstances.
30. A copy of these by-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any unit made available for letting.
31. The committee may make rules relating to the common property and in particular in relation to the swimming pool, tennis court and facilities unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of the proprietors.
32. The proprietor shall not construct any fence or cause to be constructed any fence that is not similar type, size, design or nature as exists at "River View Terraces" without the permission of the Committee in writing. The Committee's decision in relation to fencing is final.
33. The proprietors shall not construct any garden shed on the property without the permission of the Committee in writing.

34. The duties and obligations imposed by these by-laws on a proprietor of a unit shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.
35. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them, the committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred.
36. A proprietor shall not install or provide any window tinting to any external window of his unit or provide for any covering of any windows except with such blinds or curtain backing as is provided for in by-law 5 hereof.
37. The Committee may permit the Caretaker for the time being of the building to use as a car space such parts of the common property as the Committee in its discretion sees fit (other than those parts of the common property over which exclusive use to a proprietor or proprietors has been granted).
38. The swimming pool shall not be used between the hours of 9.00p.m. and 6.00a.m.
39. Whilst Purnim Pty Ltd remains a proprietor of any unit in the building it and its respective servants and/or agents shall be entitled to utilize any unit in the building of which it remains a proprietor as a display and marketing unit for the purpose of allowing prospective purchasers of any unit in the said building to inspect such unit or units, and further, shall be entitled to place such signs and other advertising and display material in and about the building, and about other parts of the common property other than the subject building, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the building, and shall not any time, and from time to time be more, in terms of number and size, than is reasonably necessary.
40. The proprietor or occupier of Lot 1 in the building may use such Lot both for residential purposes and for the purposes of management of the building and for the sale and letting of units in the building on behalf of the proprietors, and the rendering of such services to occupants of units in the building, and may without the consent of the Committee of the Body Corporate display signs or notices for the purposes of offering for sale or for lease or for letting any unit in the building. Lot 1 may be used for the purpose of a management office and reception facility together with associated services. For the purpose aforesaid the Body Corporate shall have power to grant to the proprietor of Lot 1 in the building the right to carry on in the building the business of lettings of units in the building and for that purpose to enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.
41. A proprietor must pay on demand to the Body Corporate the Body Corporate's costs and outlays (including legal costs calculated on a solicitor and own client basis) of and incidental to the recovery by the Body Corporate of any contributions or moneys due and owing to the Body Corporate by a proprietor pursuant to the Act or these by-laws.
42. The occupier of a lot must not-
- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
 - (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
 - (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

An approval under subsection (b) must state the period for which it is given.

The body corporate may cancel the approval by giving 7 days' written notice to the occupier.

In this section-

"regulated parking area" means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

43. Exterior Painting of Complex

The body corporate may from time to time provide a painting service for the purpose of painting the exterior surfaces of all lots in the scheme. Prior to providing the service, the committee will obtain two quotes from reputable painting