FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

HIBISCUS LANE 2 COMMUNITY TITLES SCHEME

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR HIBISCUS LANE 2 COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF HIBISCUS LANE 2 CTS	STANLEY	REDCLIFFE	
LOTS 1 TO 25 ON SP 228575	STANLEY	REDCLIFFE	

5. #Name and address of original owner

KALLANGUR PROPERTIES PTY LTD

ACN 127 270 151

588 INKERMAN ROAD

CAULFIELD NORTH VIC 3161

first community management statement only

6. Reference to plan lodged with this statement

SURVEY PLAN 228575

7. Local Government community management statement notation

..... signed

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate

/ /
Execution Date

.....
***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP228575	400	425
Lot 2 on SP228575	400	430
Lot 3 on SP228575	400	430
Lot 4 on SP228575	400	430
Lot 5 on SP228575	400	430
Lot 6 on SP228575	400	425
Lot 7 on SP228575	405	435
Lot 8 on SP228575	405	430
Lot 9 on SP228575	395	420
Lot 10 on SP228575	405	430
Lot 11 on SP228575	405	435
Lot 12 on SP228575	395	395
Lot 13 on SP228575	395	295
Lot 14 on SP228575	400	380
Lot 15 on SP228575	400	375
Lot 16 on SP228575	395	385
Lot 17 on SP228575	395	375
Lot 18 on SP228575	415	385
Lot 19 on SP228575	400	360
Lot 20 on SP228575	400	375
Lot 21 on SP228575	395	370
Lot 22 on SP228575	395	370
Lot 23 on SP228575	400	375
Lot 24 on SP228575	400	360
Lot 25 on SP228575	415	385
TOTALS	10015	10005

1. The contribution schedule lot entitlement of the scheme are not equal.

2. As required by s49 of the *Body Corporate and Community Management Act 1997*, the contribution schedule lot entitlements for the scheme have been allocated having regard to:

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

3. On the basis of these factors it is just and equitable for there to be a minor variation in the contribution schedule lot entitlement for the scheme. The contribution schedule lot entitlements for each lot varies between a minimum of 395 and a maximum of 415. the difference in lot entitlements recognises that the factors state above do not impact on how much each lot should contribute to certain body corporate costs such as secretarial fees, principal body corporate fees, audit fees, printing, postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the body corporate for repair and maintenance of the common property. When allocating the lot entitlements to be included in the lot entitle contribution schedule, each of the factors stated above impacts on the allocation in the following ways:

3.1 Structure of the Scheme

The community titles scheme is a basic community titles scheme. The common property facilities (for example: pavilion, major thoroughfares/corridors and landscaping) are part of the community titles scheme.

3.2 Nature Features and Characteristics of the Lots in the Scheme

All of the lots are used for residential purposes, and are part of a building on a building format plan. The body corporate is only responsible for the repair and maintenance of common property within this scheme. This includes the common foyer, external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lots places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:-

(a) The external common property that benefits the lot. The external surface area of the lot, which as part of the common property comprises, amongst other things: the exterior walls which require painting and maintenance, aluminium balustrade, window frames and fittings and glass, metal screens and louvers, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater the common property to be maintained the body corporate and consequently, the greater the lot entitlement. Therefore units that need a greater perimeter of external all have a greater lot entitlement and contribution.

(b) The internal common property that benefits the lot. The internal common property comprises, amongst other things, fire prevention and extinguishments equipment (such as sprinklers, booster pumps, themo detection units), common area carpets and electrical wiring. These all require maintenance and replacement. Therefore units that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater lot entitlement and contribution.

3.3 The Purpose for which lots are used

Each of the lots in the scheme are used for residential purposes and consequently, this factor does not contribute to any differences in the lot entitlements. It is noted that one lot is used for the operation of management rights as well as for residential purposes.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

No further development intended.

Section 66(1) (f) and (g) of the Body Corporate and Community Management Act 1997 is not applicable.

SCHEDULE C BY-LAWS

It is proposed to amend the By-lays of the Body Corporate in the following matter:-

(a) By repealing the By-laws contained in Schedule 4 of the Body Corporate and Community Management Act 1997 as amended from time to time;
(b) By inserting the following By-laws in lieu thereof.

BY-LAWS

1. Vehicles

1.1 The owner or 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.

1.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.

1.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the owner or occupier, with the exception of designated visitor parking.

2. Roads and Other Common Property

The roadways, pathways, drives and other Common Property and any easement giving access to the Scheme or lots contained within the Scheme (whether or not forming part of the Scheme) shall not be obstructed by any owner or occupier or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An owner or occupier of a Lot shall not drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Lot, and any motor vehicles entitled by any statute and/or local authority ordinances.

3. Carspace

Unless approved in writing by the Committee, only motor cars and motor bikes are permitted to be parked in the Lots allocated car space. These vehicles shall at all times be kept in a roadworthy condition.

4. Car Washing

The Committee from time to time may designate an area of Common Property (being a carparking space) that shall be used for car/vehicle washing purposes. The washing of cars/vehicles elsewhere on the Common Property is prohibited.

5. Bicycle Racks

Bicycles shall only be stored in the bicycle racks (if any) provided by the Body Corporate and shall be properly locked to prevent theft at all times.

6. Obstruction

An owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

7. Damage to Common Property

An owner or occupier of a Lot shall not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or

(b) use for their own purposes as a garden any portion of the Common Property; or

(c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property;

except with the consent in writing of the Body Corporate Committee.

8. 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 an owner or occupier of another Lot or of any person lawfully using the Common Property.

9. Garbage Disposal

9.1 The Body Corporate has the power to devise a rubbish removal system from time to time incorporating, amongst other things:-

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pickup areas (if any);

(d) location of rubbish removal;

(e) storage of rubbish;

(f) containment of rubbish;

(g) regularity of rubbish removal;

(h) segregation of rubbish; and

(i) special rubbish requirements.

9.2 The owner or occupier of a Lot must:-

(a) comply with all Local Government laws about disposal of garbage;

(b) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owner or occupiers of other Lots;

(c) comply with the rubbish removal system put in place by the Body Corporate from time to time under sub-clause

(d) comply with any rubbish removal system devised by the Body Corporate.

9.3 The Body Corporate will advise each owner of its rubbish removal system. Each owner will display in its Lot at all times a copy of any such rubbish removal system.

9.4 Any rubbish removal system devised by the Body Corporate, in particular in regard to the storage of rubbish and the system of actual removal of rubbish from the Scheme, must be first approved by the Pine Rivers Shire Council.

10. Appearance of Lot

10.1 An owner or occupier of a Lot must not, without the written approval of the Committee make a change to the external appearance of the Lot.

10.2 An owner or occupier of a Lot must not, without the written approval of the Committee:

(a) Hang washing, bedding or other clothes articles; or

(b) Display a sign, advertisement, placard, banner, pamphlet or similar article; or

(c) Use any part of the Lot, (including any exclusive use areas) for storage,

if it is visible from another Lot or Common Property or from outside the Scheme Land.

10.3 The Lot owner shall be responsible for the upkeep and maintenance of all grass, trees and plants together with associated maintenance systems within a courtyard or terrace attaching to a lot (as part of the lot or by exclusive use by-law).

10.4 An owner or occupier shall not hang curtains, install venetian blinds, apply window tinting visible from outside the Lot install shutters, insect screens or security screens or other screening device unless such hanging, installation or application has first been approved by the Committee. In giving such approvals, the Committee shall ensure that any such hanging, installation or application presents a uniform and

visually pleasing appearance when viewed from Common Property, any other Lot or from outside of the Scheme Land.

10.5 An owner or occupier must not install any spa pool or anything similar on any balconies, courtyards or terraces of a Lot without first obtaining written approval from the Committee.

10.6 An owner or occupier must not install any umbrellas or awnings on a Lot without first obtaining written approval from the Committee.

10.7 The operation of this By-law is subject to the operation of all other By-laws.

11. Inflammable Liquids Gases or Other Materials

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

12. Keeping of Animals

Subject to the provisions of the Guide Dogs Act 1972, an owner or occupier of a Lot may keep one (1) cat or dog if the dog or cat is or will grow to less than 10kg in weight and 30cm in height only with the prior written approval of the Body Corporate which will not be unreasonably refused. An owner or occupier shall not keep any other animal upon their lot or the Common Property without the prior written approval of the Body Corporate, which may be granted with or without conditions or refused or withdrawn at the discretion of the Committee. If conditions are imposed, the owner or occupier must comply with those conditions.

13. Auction Sales

Except the original owner, an owner or occupier of a Lot shall not permit any auction sale to be conducted or to take place in their Lot within the Scheme without the prior approval in writing of the Committee.

14. Right of Entry

An owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works, pest control or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

15. Noise

15.1 An owner or occupier of a Lot or their guests 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 their 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 Environmental Protection (Noise) Policy 1997, as amended.

15.2 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 their Lot and also take such further steps as may be within their power for the same purpose.

15.3 An owner or occupier of a Lot shall not play any musical instrument, use any radio, television set, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of Lots or any person lawfully using the Common Property.

16. Use of Lots

16.1 Subject to subclauses 2 and 3, an owner or occupier of a Lot shall not use that Lot or permit their lot to be used:

(a) otherwise than as a residence, save and except that

(i) the original owner may use or cause to be used any Lot for the purpose of a display unit;

(ii) Lot 7 may be used both for residential purposes and for the purposes of management and caretaking of the Common Property and/or Lots, and for the letting and/or sale of Lots on behalf of the owners of Lots and/or for the provision of ancillary services for the benefit of the Body Corporate and/or owners and occupiers of Lots and for any lawful commercial purpose.

(b) for any purpose that may cause a nuisance or hazard or in any manner likely to interfere with the peaceful enjoyment of owners or occupiers of other Lots or any person lawfully using the Common Property

(c) for any illegal or immoral purpose or purposes that will interfere with the good reputation of the Scheme;

(d) for storage purposes other than the storage of domestic household items normally held in residential community title accommodation; or

(e) for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme.

16.2 The Committee may authorise an occupier to conduct a business from within a lot so long as:

(a) the use does not conflict with the rights of the Service Contractor or Letting Agent under these by-laws; and

(b) the use is lawful; and

(c) the use would not, in the reasonable opinion of the Committee interfere with the amenity of other occupiers of the Scheme.

16.3 Any authority under subclause 2, may be issued subject to conditions which may be varied at the direction of the Committee and may be revoked if such conditions are not complied with.

17. 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 Body Corporate 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.

18. Alteration to Lots and Common Property

18.1 An owner or occupier of a Lot shall not construct or permit the construction or erection of any (including in any carpark space) pergola, screen, awning or other structure of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee

18.2 Any alteration made to Common Property or any fixture or fitting attached to Common Property by any owner or occupier of a Lot, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot of which the aforesaid owner or occupier was such owner or occupier.

18.3 There shall be no external structural alterations or extensions or external repainting to a Lot without the approval in writing of the Committee. An owner shall submit to the Body Corporate's architect all plans and specifications for any such structural alteration or extension. .

18.4 Any approval given by the Committee or the Body Corporate to carry out construction, erection or installation of any kind (in particular the installation of shutters) shall be conditional upon the owner or occupier first obtaining all necessary approvals of the Pine Rivers Shire Council to the construction, erection or installation.

18.5 Unless specifically shown as such on the Pine Rivers Shire Council approved plans for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvres, blinds or similar structures on balconies and terraces.

19. Maintenance of Lots

19 1 Each owner shall be responsible for the maintenance of their Lot and each owner or occupier shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess, rubbish or otherwise. Further, all Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.

19.2 Each owner must ensure that waterproofing of all balconies and terraces which form part of that owner's Lot do not leak resulting in water escaping into other Lots or onto Common Property.

19.3 Windows shall be kept clean and promptly replaced by the owner or occupier of their Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This By-law does not prohibit an owner from making a claim on the Body Corporate insurance.

19.4 The owners and occupiers of Lots must maintain the courtyards (and plants therein) within their lots to such a standard as nominated by the Committee of the Body Corporate from time to time. The purpose of this by-law is to ensure that the Scheme presents a visually uniform and high standard. If the owners of these lots fail to comply with the reasonable directions of the Committee of the Body Corporate in this regard, for a period of fourteen (14) days after being directed to do so, the Body Corporate may enter upon the lot itself to carry out the works. The Body Corporate's costs of carrying out the works, including material and the cost of plants are recoverable by the Body Corporate as a liquidated debt.

20. Security for Lots

20.1 With the written permission of the Committee, an owner or a person authorised by them may install:

(a) any locking or other safety device for protection of their Lot against intruders; or

(b) any screen or other device to prevent entry of animals or insects upon their Lot,

provided that the locking or other safety device or, as the case may be, screen 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 building. 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.

20.2 An owner shall not disclose to any person other than the owners family resident in the Scheme or any other person residing in the Scheme with the authority of the owner, any security code (if any) advised from time to time to the owner by the Body Corporate for the security gate or door (if any) erected at the entrance to the Scheme.

21. Taps

An owner or occupier of a Lot shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system (if any) must be turned off.

22. Aerials and Receivers

No outside wireless, television, aerial, sky dish, receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature may be erected by any owner or occupier without the previous consent in writing of the Committee.

23. Water Closets and Conveniences

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 their own actions or those of their tenants, servants, agents, licensees or invitees.

24. Behaviour of Invitees

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

24.2 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.

24.3 An owner of a Lot which is the subject of a lease, licence or tenancy agreement shall take all reasonable steps, including any action available to them under any such lease licence or tenancy agreement, to ensure that any lessee, licensee, tenant or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.

24.4 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.

24.5 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.

25. Notice of Defect

An owner or occupier of a Lot shall give the Committee and/or the Service Contractor prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their 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 Scheme and improvements contained within it as often as may be necessary.

26. Insurance

26.1 In addition to insurance effected pursuant to the Body Corporate and Community Management Act 1997, the Body Corporate shall insure and keep insured all buildings in the Scheme any improvements thereon under a damage policy to the reinstatement or replacement value thereof.

26.2 The Body Corporate shall effect and keep current in respect of all improvements within the Scheme, property damage insurance in the joint names of those persons recorded from time to time on the roll as owners of the Lots in the Scheme in an amount nominated by the Body Corporate in general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.

26.3 All insurance premiums payable by the Body Corporate under this By-Law shall be paid from funds contributed to the administrative fund.

26.4 An owner shall be responsible for the insurance of owners fixtures as defined in the Body Corporate and Community Management Act 1997 including all electrical equipment, carpets, drapes and improvements within their Lot.

27. Use of Common Property Facilities

27.1 All owners and occupiers of Lots in the Scheme may use the recreation areas, gardens and associated facilities ("Common Property Facilities") on the Common Property subject to the following rules which will, where appropriate, apply to all guests or invitees of lots owners or occupiers:-

(a) The Common Property Facilities will not be used by guests or invitees unless accompanied by the host, lot owner or occupier;

(b) Children below the age of thirteen (13) years will at all times be accompanied by an adult owner or occupier exercising effective control over them and all children using the Common Property Facilities must be supervised by an adult exercising effective control over them at all times;

(c) Alcoholic beverages may be consumed in and around the recreation areas;

(d) The Common Property Facilities may only be used between the hours of 6:00 am and 10:00 pm unless arranged otherwise with the Service Contractor;

(e) The cooking appliances and appurtenances (if any) situated in the Common Property Facilities are to be used in a proper manner and turned off according to their operating instructions, and such appliances and appurtenances are to be thoroughly cleaned after use;

(f) After facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users. Failing to comply with this may incur a cleaning cost;

(g) Common Property and assets will not be defaced, damaged or removed, and

(h) The Body Corporate or the Service Contractor may operate a reservation system for Common Property facilities and assets with which lot owners and occupiers shall comply,

27.2 An owner or occupier of a Lot in the Scheme must not without proper authority, operate, adjust or interfere with the operation of any of the facilities referred to in this by-law.

27.3 Notwithstanding the rules set out in sub-clause 1, the Committee may from time to time make other rules regarding the facilities including forms of reservation and the like.

27.4 In order to prevent nuisance to the owners and occupiers of Lots within the Scheme and their guests, the Body Corporate will signpost at appropriate locations within the Common Property, including but not limited to the Common Property Facilities, the rules set out in clause 27.1, together with any other rules made by the Committee pursuant to clause 27.3 which govern the use of such areas.

28. Display Unit

While the original owner remains an owner or occupier it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an owner or occupier as a display dwelling and shall be entitled to allow prospective purchasers or any other person with the authority of the original owner to inspect any such dwelling and for such purposes shall be entitled to use such signs, advertising or display material in or about the dwelling and the Scheme as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The original owner shall also be entitled to carry out promotional and marketing functions from the Common Property providing that reasonable steps are taken to minimize the disturbance to owners and occupiers of Lots in the Scheme

29. Fire Alarms

An owner or occupier shall not do anything or allow any of their invitees to do anything to cause any fire alarms situated on Scheme Land to sound except in the event of a fire. Any owner or occupier who breaches this By-law must pay to the Corporate on demand, the cost charged by the fire brigade in responding to the alarm and the cost of repairing that alarm (if any).

30. Instructions to Contractors etc

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

31. Security Equipment

The Body Corporate may, in the name of the Body Corporate enter into leases from time to time of security equipment.

32. Correspondence

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.

33. Requests to the Secretary

An owner or occupier of a Lot shall direct all requests for consideration of any particular matter to be referred to the Committee of the Body Corporate or to the Secretary and not to the Chairman or any member of the Committee.

34. Notices

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

35. 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 their inspection a copy of the By-Laws for the time being in force in respect of the Scheme.

36. Power of Committee

The Committee may make or adopt rules and regulations relating to the Common Property (which may be varied from time to time) not inconsistent with these By-Laws. The rules and regulations shall be observed by the owners and occupiers of Lots unless and until they are amended or revoked by a majority resolution at a general meeting of the Body Corporate.

37. Recovery of Costs

An owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act. 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 or the tenant, guest, servants, employees, agents, children, invitees or licensees of the owner or occupier 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 owner of the Lot at the time when the breach occurred.

38. Interest

38.1 If a contribution levied under the Body Corporate and Community Management Act 1997 is unpaid thirty (30) days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an

annual rate to be determined by the Body Corporate Committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.

38.2 If, at the time a person becomes the owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest.

38.3 The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

39. Service Contractor and Letting Agent - Special Privileges

39.1 The Body Corporate shall enter into from time to time appropriate agreements on such terms and conditions as the Body Corporate may deem fit for the business of letting units in the Scheme, service of the Scheme and provision of other ancillary services.

39.2 For as long as there is in existence an agreement or agreement to provide services for the control, management and administration of the Common Property (a “Service Contractors Agreement”) and/or an agreement to provide letting and ancillary services to such of the owners or occupiers of lots who wish to avail themselves of such services (an “Authorization”) (collectively described as the “Agreements”) then:

(a) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;

(b) The Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;

(c) The Service Contractor and Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Agreements;

(d) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business and the Body Corporate (or any of its members individually) must not directly or indirectly conduct or attempt to conduct any business of a similar nature to letting business;

(e) The Body Corporate must not make any part of the Common Property available to any other person or for the purpose of conducting a letting business; and

39.3 The Body Corporate will continue to be responsible for carrying out its duties pursuant to the Body Corporate Community Management Act 1997 in respect of any Common Property for which special privileges have been granted pursuant to this by-law.

40. Exclusive Use - Courtyard

40.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the respective courtyard areas as identified on the plans attached marked “A” to these by-laws. A lot owner or occupier of a lot having exclusive use and enjoyment of a courtyard shall:-

(a) keep the same in a clean and tidy condition and in accordance with any landscaping code adopted by the Corporate;

(b) use the same for ordinary residential courtyard uses; and

(c) not use the same so as to create a nuisance or disturbance to other lot owners or occupiers of lots in the scheme.

40.2 In the event that any of the exclusive area is not cleaned or maintained to a standard that the Committee considers appropriate, the Committee may at its discretion, engage the Service Contractor to undertake those duties at the expense of the owner or occupier.

41. Landscaping Code

The Body Corporate shall have the lawful authority from time to time to devise, adopt and regulate the operation of a landscaping code for the Scheme.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Service Location Diagram is annexed hereto and marked “B”.

The following statutory easements under the Land Title Act apply to the Lots (including the common property) in the Scheme as follows:-

Lot Description	Statutory Easement
Lots 1 – 25 on SP228575	Each Lot, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each has the benefit and burden of the statutory easements for:- (a) support; (b) shelter; (c) projections; (d) utility services and utility infrastructure; (e) maintenance of building close to boundary; as shown in annexure B.
Common Property	The Common Property, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of ach has the benefit and burden of the statutory easements for:- (a) support; (b) shelter; (c) projections; (d) utility services and utility infrastructure; (e) maintenance of building close to boundary as shown in annexure B.

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

Lot on Plan	Exclusive Use of Common Property	Use
Lot 1 on SP228575	Area 1A on attached sketch plan marked A	Courtyard
Lot 2 on SP228575	Area 2A on attached sketch plan marked A	Courtyard
Lot 3 on SP228575	Area 3A on attached sketch plan marked A	Courtyard
Lot 4 on SP228575	Area 4A on attached sketch plan marked A	Courtyard
Lot 5 on SP228575	Area 5A on attached sketch plan marked A	Courtyard
Lot 6 on SP228575	Area 6A on attached sketch plan marked A	Courtyard
Lot 7 on SP228575	Area 7A on attached sketch plan marked A	Courtyard
Lot 8 on SP228575	Area 8A on attached sketch plan marked A	Courtyard
Lot 9 on SP228575	Areas 9A and 9B on attached sketch plan marked A	Courtyard
Lot 10 on SP228575	Area 10A on attached sketch plan marked A	Courtyard
Lot 11 on SP228575	Area 11A on attached sketch plan marked A	Courtyard
Lot 12 on SP228575	Area 12A on attached sketch plan marked A	Courtyard

Lot 13 on SP228575	Area 13A on attached sketch plan marked A	Courtyard
Lot 16 on SP228575	Area 16A on attached sketch plan marked A	Courtyard
Lot 17 on SP228575	Areas 17A and 17B on attached sketch plan marked A	Courtyard
Lot 21 on SP228575	Areas 21A and 21B on attached sketch plan marked A	Courtyard
Lot 22 on SP228575	Area 22A on attached sketch plan marked A	Courtyard