

888

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

<b>1. Name of community titles scheme</b> Body Corporate for REEF TERRACES Community Titles Scheme 888	<b>2. Regulation module</b> Commercial
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**3. Name of body corporate**  
Body Corporate for REEF TERRACES Community Titles Scheme 888

<b>4. Scheme land</b>			
Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel	Solander	Salisbury	<del>21972213</del> 19070741

<b>5. *Name and address of original owner</b> Not Applicable	<b>6. Reference to plan lodged with this statement</b> Not Applicable
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# first community management statement only

**7. Local Government community management statement notation**  
Not applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

..... signed  
 ..... name and designation  
 ..... name of Local Government

**8. Execution by original owner/Consent of body corporate**



28 / 4 / 2016  
Execution Date

Michael Cain  
 M. Cain (SECRETARY)  
 Wayne Majorney  
 Wayne Majorney (CHAIRMAN)

\*Execution

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

**Privacy Statement**

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## ENLARGED PANEL

## 4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of REEF TERRACES Community Titles Scheme 888	SOLANDER	SALISBURY	19070741
Lot 1 – 38 on BUP 70741	SOLANDER	SALISBURY	21372213 - 21372250
Lot 39 - 101 on BUP 70741	SOLANDER	SALISBURY	21373001 - 21373063
Lot 102 on BUP 70741	SOLANDER	SALISBURY	21576028
Lot 103 – 146 on BUP 70741	SOLANDER	SALISBURY	21373065 - 21373108

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 in BUP 70741	14	14
Lot 2 in BUP 70741	13	13
Lot 3 in BUP 70741	13	13
Lot 4 in BUP 70741	13	13
Lot 5 in BUP 70741	13	13
Lot 6 in BUP 70741	14	14
Lot 7 in BUP 70741	13	13
Lot 8 in BUP 70741	14	14
Lot 9 in BUP 70741	13	13
Lot 10 in BUP 70741	13	13
Lot 11 in BUP 70741	14	14
Lot 12 in BUP 70741	13	13
Lot 13 in BUP 70741	13	13
Lot 14 in BUP 70741	13	13
Lot 15 in BUP 70741	13	13
Lot 16 in BUP 70741	14	14
Lot 17 in BUP 70741	13	13
Lot 18 in BUP 70741	13	13
Lot 19 in BUP 70741	13	1.3
Lot 20 in BUP 70741	13	13
Lot 21 in BUP 70741	14	14
Lot 22 in BUP 70741	14	14
Lot 23 in BUP 70741	13	13
Lot 24 in BUP 70741	13	13
Lot 25 in BUP 70741	13	13
Lot 26 in BUP 70741	13	13
Lot 27 in BUP 70741	14	14
Lot 28 in BUP 70741	13	13
Lot 29 in BUP 70741	13	13
Lot 30 in BUP 70741	13	13
Lot 31 in BUP 70741	13	13
Lot 32 in BUP 70741	13	13
Lot 33 in BUP 70741	13	13
Lot 34 in BUP 70741	13	13
Lot 35 in BUP 70741	13	13
Lot 36 in BUP 70741	13	13
Lot 37 in BUP 70741	13	13

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 38 in BUP 70741	13	13
Lot 39 in BUP 70741	13	13
Lot 40 in BUP 70741	13	13
Lot 41 in BUP 70741	13	13
Lot 42 in BUP 70741	13	13
Lot 43 in BUP 70741	13	13
Lot 44 in BUP 70741	13	13
Lot 45 in BUP 70741	13	13
Lot 46 in BUP 70741	13	13
Lot 47 in BUP 70741	13	13
Lot 48 in BUP 70741	13	13
Lot 49 in BUP 70741	13	13
Lot 50 in BUP 70741	13	13
Lot 51 in BUP 70741	13	13
Lot 52 in BUP 70741	13	13
Lot 53 in BUP 70741	13	13
Lot 54 in BUP 70741	13	13
Lot 55 in BUP 70741	13	13
Lot 56 in BUP 70741	13	13
Lot 57 in BUP 70741	13	13
Lot 58 in BUP 70741	13	13
Lot 59 in BUP 70741	13	13
Lot 60 in BUP 70741	13	13
Lot 61 in BUP 70741	13	13
Lot 62 in BUP 70741	13	13
Lot 63 in BUP 70741	13	13
Lot 64 in BUP 70741	13	13
Lot 65 in BUP 70741	13	13
Lot 66 in BUP 70741	13	13
Lot 67 in BUP 70741	13	13
Lot 68 in BUP 70741	13	13
Lot 69 in BUP 70741	13	13
Lot 70 in BUP 70741	13	13
Lot 71 in BUP 70741	13	13
Lot 72 in BUP 70741	13	13
Lot 73 in BUP 70741	13	13
Lot 74 in BUP 70741	13	13
Lot 75 in BUP 70741	13	13
Lot 76 in BUP 70741	13	13

Lot on Plan	Contribution	Interest
Lot 77 in BUP 70741	13	13
Lot 78 in BUP 70741	13	13
Lot 79 in BUP 70741	13	13
Lot 80 in BUP 70741	13	13
Lot 81 in BUP 70741	13	13
Lot 82 in BUP 70741	13	13
Lot 83 in BUP 70741	13	13
Lot 84 in BUP 70741	13	13
Lot 85 in BUP 70741	13	13
Lot 86 in BUP 70741	13	13
Lot 87 in BUP 70741	13	13
Lot 88 in BUP 70741	13	13
Lot 89 in BUP 70741	13	13
Lot 90 in BUP 70741	13	13
Lot 91 in BUP 70741	13	13
Lot 92 in BUP 70741	13	13
Lot 93 in BUP 70741	13	13
Lot 94 in BUP 70741	13	13
Lot 95 in BUP 70741	13	13
Lot 96 in BUP 70741	13	13
Lot 97 in BUP 70741	13	13
Lot 98 in BUP 70741	13	13
Lot 99 in BUP 70741	14	14
Lot 100 in BUP 70741	13	13
Lot 101 in BUP 70741	13	13
Lot 102 in BUP 70741	14	14
Lot 103 in BUP 70741	13	13
Lot 104 in BUP 70741	13	13
Lot 105 in BUP 70741	13	13
Lot 106 in BUP 70741	13	13
Lot 107 in BUP 70741	13	13
Lot 108 in BUP 70741	13	13
Lot 109 in BUP 70741	13	13
Lot 110 in BUP 70741	13	13
Lot 111 in BUP 70741	13	13
Lot 112 in BUP 70741	13	13
Lot 113 in BUP 70741	14	14
Lot 114 in BUP 70741	13	13
Lot 115 in BUP 70741	13	13

Lot on Plan	Contribution	Interest
Lot 116 in BUP 70741	13	13
Lot 117 in BUP 70741	13	13
Lot 118 in BUP 70741	14	14
Lot 119 in BUP 70741	13	13
Lot 120 in BUP 70741	13	13
Lot 121 in BUP 70741	14	14
Lot 122 in BUP 70741	13	13
Lot 123 in BUP 70741	13	13
Lot 124 in BUP 70741	14	14
Lot 125 in BUP 70741	13	13
Lot 126 in BUP 70741	14	14
Lot 127 in BUP 70741	13	13
Lot 128 in BUP 70741	13	13
Lot 129 in BUP 70741	13	13
Lot 130 in BUP 70741	13	13
Lot 131 in BUP 70741	14	14
Lot 132 in BUP 70741	14	14
Lot 133 in BUP 70741	13	13
Lot 134 in BUP 70741	13	13
Lot 135 in BUP 70741	13	13
Lot 136 in BUP 70741	13	13
Lot 137 in BUP 70741	14	14
Lot 138 in BUP 70741	13	13
Lot 139 in BUP 70741	13	13
Lot 140 in BUP 70741	13	13
Lot 141 in BUP 70741	14	14
Lot 142 in BUP 70741	14	14
Lot 143 in BUP 70741	13	13
Lot 144 in BUP 70741	13	13
Lot 145 in BUP 70741	95	95
Lot 146 in BUP 70741	13	13
<b>TOTALS</b>	<b>2000</b>	<b>2000</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable.

**SCHEDULE C BY-LAWS****1. NOISE**

- 1.1 The occupier of a lot, or their invitee(s), must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or common property.
- 1.2 In the event of unavoidable noise in a lot at any time, the occupier shall use all practical means to minimise annoyance to other occupiers, including closing all doors, windows and window coverings in the lot.
- 1.3 In the event that an occupier continues to create noise in contravention of clauses 1.1 and 1.2, the committee will require permanent removal of the noise source at the expense of the owner(s) of the lot.

**2. VEHICLES**

- 2.1 The occupier of a lot must not:
- a. Park a vehicle or allow a vehicle to stand in a regulated parking area; or
  - b. Park a vehicle or allow a vehicle to stand on any other part of the common property other than the designated parking space for the lot they occupy; 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
- 2.2 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.
- 2.3 Motor or other vehicles excluding those operated by or on behalf of the site manager shall not be washed on scheme land.
- 2.4 Motor or other vehicles must not be repaired in the carports or parking spaces or in any other part of a lot or on common property.
- 2.5 Unregistered or abandoned vehicles, excluding those operated by the service contractor (on site manager), are not permitted to be parked at any time on any part of the scheme land and shall be reported to the relevant authority.
- 2.6 An owner or occupier of a lot shall not park or stand or permit the parking or standing of any caravan, trailer, water craft upon the scheme land without the written approval from the body corporate or service contractor (on site manager)
- 2.7 An approval under subsection 2.6 will specify where the caravan, trailer, or water craft may be parked and the time period, which shall not exceed fourteen days, for which the approval is given. The caravan, trailer, or water craft must not be parked other than in the specified area nominated by the body corporate or the service contractor (on site manager) and only for the duration approved.
- 2.8 The body corporate shall have authority to remove any motor or any other vehicle, including a caravan, trailer, water craft that is in breach of these by-laws.
- 2.9 In the event that a motor or any other vehicle, including a caravan, trailer or water craft is removed from the scheme land and the body corporate expends money for such removal, then the body corporate shall be entitled to recover the amount so expended as a debt in an action in a court of competent jurisdiction from the owner, occupier, visitor, contractor, agents or employees of an occupier.

**3. OBSTRUCTION/NUISANCE**

- 3.1 The occupier of a lot must not obstruct the lawful use of the common property by someone else.
- 3.2 The occupier of a lot must not throw out of any windows, doors or from balconies, or deposit anything or throw any

rubbish (including cigarette butts) onto any areas of the common property.

3.3 Any damage or costs for cleaning or repair caused by a breach of this by-law shall be borne by the occupier concerned.

#### **4 DAMAGE TO LAWNS AND GARDENS ETC.**

4.1 The occupier or owner of a lot must not, without the body corporate committee's written approval:

- a. Damage, remove or alter a lawn, garden, tree, shrub, plant or flower on the common property; or
- b. Use a part of the common property as a garden.

4.2 An approval under subsection (1) must state the period for which it is given

4.3 The body corporate committee may cancel the approval by giving 7 days written notice to the occupier or owner.

#### **5 DAMAGE TO COMMON PROPERTY**

5.1 An owner or occupier of a lot must not, without the body corporate committee's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property. However, an owner may install a locking or safety device to protect the lot against intruders.

#### **6 BEHAVIOUR OF INVITEES**

6.1 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 the common property by someone else.

#### **7 LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY**

7.1 The occupier of a lot must not 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.

#### **8 APPEARANCE OF LOT**

8.1 The occupier of a lot must not, without the body corporate committee's written approval, make a change to the external appearance of a lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

8.2 However, the owner of a lot may install security screens or fly wire on windows and doors of a lot, except the front ground floor door (hinged door with villa number), at the owner's expense provided that:

- a. The screens must be CRIMSAFE or an equivalent style (e.g. DVA wire mesh) with a white frame (Pearl White 81880) and black mesh
- b. CRIMSAFE only to be used where security is required
- c. Door and window screens with grills or bars are not installed
- d. The owner is responsible to maintain the screens in good working order and condition at the owner's expense.

8.3 The body corporate committee may grant approval for the installation of a satellite dish on the roof of an owner's lot provided that:

- a. Only one satellite dish is installed per block of lots
- b. The satellite dish is installed at the owner's expense and the owner is responsible for the cost of maintenance. The owner must also bear the costs of damages to the common property caused by the installation and/or as a result of poor installation.
- c. The installation of the satellite dish must comply with all relevant standards, including cyclone standards, and regulations applicable at the time



- d. The owner of the lot wishing to install the satellite dish must provide free access to the other occupiers of the lots of the same block.

8.4

The body corporate committee may grant approval for the installation of photo voltaic cells/solar panels/modules (hereafter referred to as panels) on the most efficient roof space with connection to the owner's electricity meter provided that:

- a. The power inverter is stored within the owner's lot as close as practical next to the electrical panel switches for the lot
- b. For solar panels for hot water systems, only the panels can be installed on the roof and the hot water cylinder or barrel or other types of hot water systems must remain inside the lot in its current location under the stairs
- c. Panels are not to be installed on carport roofs other than those installed by the Body Corporate for security lighting
- d. Panels are fixed in accordance with QBSA cyclone standards and inspected and approved by a suitably qualified engineer
- e. The lot owner must submit plans to the body corporate committee with a suitably qualified engineer's certification that the installation complies with QBSA cyclone standards
- f. Panels are not installed within one meter of an adjoining lot
- g. Panels are fixed flat to the roof's surface and no angled frames or raised panels are used
- h. The lot owner is responsible for the repair and maintenance of the owner's roof and all panels and associated equipment for solar power and hot water located on common property for the owner's individual lot
- i. The lot owner is responsible for keeping debris and leaf litter away from the lot owner's solar panel. If the lot owner fails to do so where required, the body corporate will arrange for this to occur and the owner will be charged for the cost of doing so.
- j. The dates of installation must be arranged with the onsite manager and not interfere with the amenity of other villas or use of common property. Noisy equipment such as hammer drills and jack hammers cannot be used during periods of designated school or public holidays and only between 10.00am and 4.00pm at other times.
- k. The owner understands that the electricity provider for the scheme has bulk power reading and therefore there is no mechanism for arranging pricing credits for electricity feed back into the electrical distribution system

8.5

For all external works approved by the body corporate, the lot owner or their agent, when selling the lot, must notify the buyer of their obligations over the maintenance of such works.

8.6

The occupier of a lot must :

- a. Not hang washing, bedding or any other cloth articles if the articles are visible from another lot or the common property, or from outside the scheme land; or
- b. Not display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land
- c. Install window coverings which are consistent with the Resort's policy
- d. Not leave or allow to be left items of furniture, whitegoods, barbeques or any other large objects in carports or other areas in the vicinity of the lot or on the common ground. This does not apply to:
  - 1 The parking of registered motor vehicles that complies with section 2 of these by-laws
  - 2 Outdoor furniture placed as close as practical to the lot other than in the carport

8.7

Outdoor furniture. In order to ensure a consistent standard and resort look, outdoor furniture:

- a. Must be consistent with the type and style approved by the body corporate and comprise of a charcoal coloured round table with glass top and four matching sling chairs.
- b. Chairs must be designed to hold at least 125 kgs in weight.
- c. Of a type and style not conforming to (a) and (b) above must not be used externally and not be visible from another lot or any part of the common property.
- d. Must be placed and remain on the balcony of a lot.
- e. Can only be placed outdoors on the ground level as an additional set to the set on the balcony and only if it complies with the type and style in (a) and (b) above.
- f. Must not be moved either permanently or temporarily to another lot or any other location away from the lot.

## **9 STORAGE OF FLAMMABLE LIQUIDS**

- 9.1 The occupier of a lot must not, without the body corporate committee's written approval, store a flammable substance on the common property.
- 9.2 The occupier of a lot must not, without the body corporate committee's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 9.3 However, this section does not apply to the storage of fuel in:
  - a. The fuel tank of a vehicle, or water craft or internal combustion engine; or
  - b. A tank kept on a vehicle or water craft in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid

## **10 GARBAGE DISPOSAL**

- 10.1 Unless the body corporate committee provides some other way 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 committee for the purpose.
- 10.2 The occupier of a lot must:
  - a. Comply with all local government laws about disposal of garbage; and
  - b. Ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots

## **11 STRUCTURAL AND OTHER ALTERATIONS**

- 11.1 No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any lot including the installation of any air conditioning system) without the prior permission in writing of the body corporate committee.
- 11.2 Television aerials, dishes and associated equipment and cabling are common property and must not be accessed or interfered with without Body Corporate approval. An owner or occupier of a lot must not carry out works required for the maintenance, repair or improvement of television reception, including works on television antennae, cabling and any other related equipment, but not including any work on the actual television set or the internal wall connection, without the consent and supervision of the caretaking service contractor (onsite manager) and the following shall apply:
  - a. Owners and/or occupiers of a lot must not themselves undertake, or engage another party to carry out such works.
  - b. Owners and/or occupiers of a lot must notify the caretaking service contractor (onsite manager) of their requirement for any such works.
  - c. The caretaking service contractor (onsite manager) will arrange, coordinate and supervise the assessment and any required maintenance, improvement and or/repairs via the contractor nominated by them.

- d. The caretaking service contractor (onsite manager) must ensure compliance with any related legislation, regulations and quality standards as well as ensuring that no other lot will be adversely affected by the works.
- e. The caretaking service contractor (onsite manager) shall ensure that no cabling or conduit will be fixed or visible on any external walls of a lot or lots.
- f. Apart from any works required to repair or maintain equipment in the roof cavity or the external lot roof, all other required works will be at the expense and cost of the lot owner or occupier.
- g. Notwithstanding e. above, all works associated with the rectification of previous works carried out by a lot owner or occupier or their agent or contractor engaged by them, shall be at the cost and expense of the lot owner.

## 12 INSTRUCTION TO CONTRACTORS

- 12.1 Owners or occupiers shall not directly instruct any contractors or workers employed by the body corporate or on site manager unless so authorised, and all requests for consideration of any particular matter to be referred to the body corporate shall be directed to the member of the committee appointed, from time to time for that purpose and advised to the owners, called the "committee representative" and not to any other member of the committee.

## 13 UTILITY INFRASTRUCTURE

- 13.1 An occupier must use the utility infrastructure for the purpose for which it was designed and not for any other purpose.
- 13.2 If an occupier becomes aware of any defect or damage to the utility infrastructure, the occupier must promptly give notice to the body corporate committee of the defect or damage.
- 13.3 An occupier shall ensure all water taps in a lot are promptly turned off after use.

## 14 CLEANLINESS OF LOTS

- 14.1 All lots shall be kept clean and all practicable steps taken to prevent infestation by vermin and/or insects.
- 14.2 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the owner of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the body corporate committee and shall pay to the body corporate 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.

## 15 AUCTION SALE

- 15.1 Owners and/or occupiers shall not permit any auction sale to be conducted upon the lot or common property without the prior written consent of the body corporate committee.

## 16 SECURITY OF LOTS

- 16.1 All doors and windows to the lot shall be securely fastened on all occasions when the lot is left unoccupied and the body corporate reserves the right to enter and fasten same if left insecurely fastened.

## 17 POWER TO ENTER LOT

- 17.1 Upon 24 hours notice in writing by the body corporate committee, its servants, agents or contractors shall be permitted to inspect the interior or roof cavity of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any equipment (at the expense of the owner in a case where such leakage or defect is due to any act of default of the owner or his tenants, guests, servants or agents). The body corporate committee in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the occupier as is reasonable in the circumstances. In the event of an emergency, no prior notice is required.
- 17.2 Owners who do not lease their villa through the caretaking service contractor (onsite manager) must provide a key to their villa to the maintenance department of the caretaking service contractor. The following shall apply:
- a. The keys must have a tag and the villa number clearly identified on the tag when handed over to the caretaking service contractor.
  - b. All keys will be kept in a locked key safe in the maintenance building.

- c. Keys will only be used when required for inspections or maintenance issues eg, fire inspections smoke alarm testing, termite inspections, electrical safety switch testing, television reception etc,
- d. At no time will the maintenance department members enter without seeking prior consent from the occupier with at least one week's written notice to be provided unless there is an emergency issue.
- e. If a key is not provided, the body corporate will accept no responsibility for any damages or losses incurred as a result of inspections and/or maintenance not being performed. E.g. if access is not provided for a termite inspection then the owner will have to arrange their own inspection and be responsible for the cost of the inspection and any necessary repairs.
- f. This By-Law will be subject to Rendezvous (or any other subsequent Building Contractor) being able to demonstrate a satisfactory method of achieving this secure storage and the villa key identification being tag recorded with a system to only permit villa identification by nominated and authorised Rendezvous (or any other subsequent Building Contractor) personnel.

## 18 HOUSE RULES

- 18.1 The body corporate committee may make rules relating to the common property and in particular to the outdoor recreational facilities not consistent with these by-laws and the same shall be observed by the occupiers unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of the body corporate.

## 19 RECOVERY OF COSTS

- 19.1 Where the body corporate expends money to make good damage caused by a breach of the Body Corporate and Community Management Act or of these by-laws by an owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the body corporate shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
- 19.2 An owner shall pay on demand the whole of the body corporate's costs and expenses (including overdraft, interest and fees, debt collection expenses and legal fees on a solicitor and own client basis) incurred as a result of that owner's failure to pay, within thirty (30) days of a receipt of a reminder notice to do so, any levies or other sums duly levied upon that owner by the body corporate, such fees, costs and expenses to be deemed to be liquidated debt.

## 20 USE OF RECREATIONAL FACILITIES

- 20.1 An occupier or their invitees must not use the recreational facilities on the common property between 10.00pm and 6.00am, except with the consent in writing of the body corporate committee. The body corporate committee may make rules concerning the reservation and use of the recreational facilities.
- 20.2 In relation to the swimming pool areas, an occupier must ensure that:
- a. Children under 14 years are not allowed in or around the area, unless accompanied by an adult
  - b. Alcoholic beverages, other than those purchased from the Resort Bar, or glassware are not taken in or around the area
  - c. Food and drink are not consumed in the pools
  - d. Caution is exercised around the area at all times, and
  - e. No person causes a nuisance to any other person lawfully using the recreational facilities or the common property
- 20.3 An occupier or their invitees must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.

## 21 KEEPING OF ANIMALS

- 21.1 The occupier of a lot must not, without the body corporate committee'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 common property

21.2 The occupier must obtain the body corporate committee's written approval before bringing, or permitting an invitee to bring an animal onto the lot or the common property.

21.3 The body corporate can only give approval for animals to be brought or kept on the lot or common property in extreme circumstances

## 22 RENOVIATIONS

22.1 The owner or occupier of a lot shall not undertake or allow to be undertaken works or renovations to the lot during the following periods:

a. Between 1 July and 31 October inclusive, of each year; and

b. Designated Australian school and public holiday periods including term holidays, Easter holidays and Christmas holidays up to and including 15 January of each year

22.2 The owner or occupier of a lot shall only undertake or allow to be undertaken works or renovations to the lot between the hours of 9.00 AM and 4.00 PM on days other than those specified in 22.1(a) and 22.1(b) above

## 23 MANAGEMENT LOT

23.1 The proprietor or proprietors for the time being of lots 145 and 146 in CTS 888 and/or their nominees may use lots 145 and 146 for the letting of lots in the building on behalf of the proprietors of such lots as they desire to avail themselves of such service, a letting business, a holiday or overnight letting business, office, reception, central telephone answering point, tour booking office, restaurant, licensed bar facilities and all ancillary purposes and rendering of such other services to the proprietors, occupiers or lessees of the lots in the parcel as are authorised in writing by the body corporate from time to time. No other lot may be used for any of these purposes, unless agreed to in writing by the proprietor or proprietors of lots 145 and 146 in CTS 888 and/or their nominees, the proprietor of the relevant lot and the body corporate.

## 24 POWER TO ENTER INTO AGREEMENTS

24.1 These by-laws and the provisions and privileges conferred by these by-laws shall confer and are intended to confer and shall be deemed to have always conferred powers on the body corporate to enter into agreements with proprietors and/or non-proprietors on such terms and conditions as the body corporate may from time to time in general meeting decide for the purpose of the control, management, administration, use or enjoyment of the lots and common property.

24.2 Without limiting the generality of by-law 23 the body corporate shall have and shall always have had and shall continue to have the following powers:

a. To enter into agreements with the proprietors for the time being of lots 145 and 146 and/or their nominees, for the purpose of control, management, administration, use or enjoyment of the lots and common property the subject of the plan.

b. The right to delegate to the committee the power to make decisions on behalf of the body corporate in relation to any assignment of such agreements and to execute all such documents and to do all such acts as shall be necessary to consent to and effect such assignments and to make rules regarding and administer all matters arising out of agreement or agreements from time to time entered into between the body corporate and the proprietor for the time being of lots 145 and 146 and/or their nominees.

## 25 FURTHER POWERS

25.1 Without limiting the generality of by-law 23, the body corporate shall have, and always have had, and shall continue to have the following powers:

a. The power to enter into covenants, terms and agreements with the proprietor or proprietors for the time being of lots 145 and 146 and/or their nominees to grant the exclusive right to use the said lots 145 and 146 for the purpose of providing a management and letting service for the parcel and such proprietors as desire to

avail themselves of such service for the purpose of managing and letting of lots in the parcel on behalf of the proprietors of such lots, a letting business, a holiday or overnight letting business, office, reception, central telephone answering point, restaurant, licensed bar facilities, tour booking office and all ancillary purposes and the rendering of such other services to the proprietors, occupiers or lessees of lots in the parcel as are authorised in writing by the body corporate from time to time and for those purposes to enter into agreements with the proprietors of lots 145 and 146 and/or their nominees on such terms and conditions the body corporate may in general meeting decide.

- b. The right and power to prevent all proprietors and all other persons (other than the proprietors for the time being of lots 145 and 146 and/or their nominees) from providing a letting business, a holiday or overnight letting business, office, reception, central telephone answering point, restaurant, licensed bar facilities, tour booking office and all ancillary purposes associated with providing such services in or about the common property and the parcel.
- c. Without limiting the generality of the powers of the body corporate conferred on it to enter into agreements with the proprietor of lots 145 and 146 and/or their nominees as provided in the by-laws, the right to delegate to the proprietors for the time being of lots 145 and 146 and/or their nominees to display signs or notices on common property for the purposes of offering lots in the parcel for lease and for the advertising of all other services and purposes which the proprietors of lots 145 and 146 and/or their nominees may be entitled to or provide pursuant to the terms of these by-laws and any agreement entered into between such proprietors and/or nominees and the body corporate.

## 26 USE OF LOTS

- 26.1 Save as provided in by-law 23, each lot in the parcel shall be used for short-term holiday accommodation purposes only.

## 27 SEVERANCE

- 27.1 If for any reason a provision of these by-laws is adjudged by a court or held by any competent authority to be invalid, illegal or unenforceable, then the provision will be severed from these by-laws and will be deemed never to have been part of these by-laws. The remainder of the provisions of these by-laws will remain in force unless the basic purposes of these by-laws would be defeated by the severance of the offending provision.

## 28 ELECTRICITY USAGE

- 28.1 The body corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain any system of supplying electricity in the buildings and in such case the following shall apply:
  - a. The body corporate shall have the power to enter into a contract for the purchase of reticulated electricity, on the most economical basis for the whole of the buildings, from the relevant authority
  - b. The body corporate shall have the power to sell reticulated electricity to each owner of a lot in the buildings
  - c. The body corporate shall not be required to supply to any owner of a lot electricity requirements beyond those requirements which the relevant authority could supply at any time
  - d. The body corporate may recoup the costs of supplying electricity to the whole of the buildings by way of disbursement from the Administrative Fund
  - e. The body corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of electricity due to break downs, repairs, maintenance, strikes, accidents or causes of any class or description
  - f. The body corporate may arrange for the installation of a separate electricity meter for each lot
  - g. The price to be charged by the body corporate to each owner of a lot for the supply of reticulated electricity and administrative charges shall be at the same rate governed by the same conditions as would be used from time to time by the relevant authority if such authority were supplying electricity direct to each owner
  - h. The body corporate shall render accounts to each owner of a lot and such accounts shall be payable to the body corporate within seven (7) days of the delivery of such accounts

- i. In respect of an account which has been rendered pursuant to these by-laws, then an owner of a lot is liable, jointly and severally with a person who was liable to pay that electricity account when that owner became the owner of that lot; and
- j. In the event that a proper account for the supply of Electricity is not paid by its due date of payment, then the body corporate shall be entitled to:
  - 1 Recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt to it in any court of competent jurisdiction; and/or
  - 2 Disconnect the supply of reticulated electricity to the relevant lot.

**29 COMMUNICATION OF BY-LAWS**

- 29.1 An owner of a lot or their agent must provide a current version of these by-laws to the occupier(s) of the lot other than those occupiers using the lot for short term holiday rental.
- 29.2 When selling a lot, the lot owner or their agent must provide a current version of these by-laws to the buyer of the lot.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Nil

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

Nil