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| SCHEDULE C | BY-LAWS |
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**1. Definitions and Interpretations****1.1 Definitions**

In these By-laws:-

**Act** means *Body Corporate and Community Management Act 1997* or legislation which replaces it;

**Body Corporate** means the body corporate for the Scheme;

**Body Corporate Manager** means the person engaged by the Body Corporate as the body corporate manager for the Scheme;

**Body Corporate Asset** means a Body Corporate asset of the Scheme;

**Building** means the building erected on the Scheme Land;

**Committee** means the committee of the Body Corporate elected in accordance with the Act;

**Common Property** means the common property of the Scheme;

**Council** means Gold Coast City Council;

**Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers on a solicitor and own client basis;

**Improvements** means:

- (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
- (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property;

**Invitees** means any tenant, guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or the Common Property with or without invitation;

**Lot** means a lot in the Scheme and includes where the context requires areas of Common Property over which the Owner of the Lot has rights of exclusive use;

**NBN Co** means an organisation engaged by the original owner, or the Body Corporate, from time to time for the provision of broadband network and data services to the Scheme.

**Occupier** means each person bound by this CMS under s59 of the Act, except the Body Corporate. That includes the Owner and any occupier (as defined under the Act) of a Lot.

**Owner** means owner as defined in Schedule 6 of the Act;

**Recreation Area** means the recreation / function room which is located in the Building and remains common property of the Scheme;

**Regulation Module** means the regulation module applicable to the Scheme;

**Requirement** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary, desirable or relevant under applicable law or regulation and includes the provisions of any statute, ordinance or by law under the Act;

**Scheme** means Luca By Mosaic Community Titles Scheme;

**Services** means all utility services referred to or implied in the BCCM Act and includes, without limitation, gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for any Lot;

**Service Infrastructure** means any infrastructure for the provision of Services to the Scheme or any Lot;

**Smoke (or Smoking)** means to smoke tobacco or another substance (including cigarettes, cigars and pipes) and includes the use of e-cigarettes and vaping.

**Vehicle** means any motor car, motorcycle truck, van, bus, articulated vehicle, caravan trailer, boat trailer including any boat and any other form of transport or vehicle designed for movement upon wheels;

**Works** means structural alterations or works associated with any Services; and

**Wreck** means a Vehicle that is unregistered, inoperable or would not likely meet roadworthy standards.

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**2. Interpretation**

(a) Reference to:

(i) the singular includes the plural and the plural includes the singular;

(ii) a person means a person bound by these By laws and includes a body corporate, an unincorporated association or an authority; and

(iii) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:

(A) that Statutory Provision as amended or re enacted from time to time; and

(B) a statute, regulation or provision enacted in replacement of that Statutory Provision.

(b) "Including" and similar expressions are not words of limitation.

(c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(d) Headings are for convenience only and do not form part of these By laws or affect interpretation.

(e) Words and expressions defined in the Act or the Regulation Module have the same meaning in these By laws where the context permits and except where otherwise defined.

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**PART B – COMPLIANCE WITH BY LAWS AND NOTICES**

**3. By Laws**

(a) All Occupiers must comply with and observe these By Laws.

(b) An Owner whose Lot is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure that any lessee, licensee or other Occupier or their Invitees comply with and observe these By Laws.

(c) An Owner must give a copy of these By Laws to any Occupier of a Lot.

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**4. Notices**

Occupiers and Invitees must comply with notices displayed on the Common Property by the Body Corporate or any statutory authority.

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**5. Invitees**

- (a) An Occupier must take all reasonable steps to ensure that the Occupier's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.
- (b) An Occupier must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or a lot in the Scheme.
- (c) An Occupier must take all reasonable steps to ensure that Invitees comply with these By laws.

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**6. Severability**

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

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

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

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**PART C – BY LAWS RELATING TO LOTS**

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**7. Use of Lots**

- (a) All Occupiers must:
  - (i) not use any Lot for a commercial purpose;
  - (ii) ensure its Lot is kept free of noxious animals, rodents or other pests and must take necessary preventative action to ensure compliance with this By-law;
  - (iii) observe all Requirements in connection with the use of the Lots;
  - (iv) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
  - (v) lock all doors and fasten all windows in the Owner or Occupier's Lot when the Lot is not occupied; and
  - (vi) not carry on or permit any noxious (including Smoking) or offensive act, trade, business or occupation or calling from a Lot and not cause disturbance to other persons lawfully using any Lot or Common Property.
- (b) All Occupiers must maintain their Lots in good order and condition.

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**8. Appearance of Lot**

- (a) An Owner or Occupier must not, without the Body Corporate's written approval, make a change to the external appearance of its Lot unless the change:
  - (i) is minor;
  - (ii) does not detract from the amenity of the Lot and its surrounds; and
  - (iii) is consistent with the development approval conditions for the Scheme.
- (b) An Occupier must not, without the Body Corporate's written approval:-

- (i) hang washing, bedding or other cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme land; or
  - (ii) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from the outside the Scheme land.
- (c) An approval under this By-law may be subject to such conditions relevant to maintain uniformity of the external appearance of the Scheme.
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**9. Maintenance of Lot**

- (a) Owners and Occupiers of a Lot:
- (i) are responsible for proper maintenance and decoration of the Lot;
  - (ii) must maintain in good condition and repair the improvements constructed or installed on the Lot (and if necessary renew or replace all or part of them); and
  - (iii) must maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects.
- (b) An Occupier must allow the Committee and its professional or trade advisors (if any) access to the Lot at all reasonable times after reasonable notice (of at least seven days) for inspection to check compliance with the by-laws.
- (c) An Occupier must ensure that all water taps on their Lot are properly turned off after use.
- (d) The water closets, conveniences and other water apparatus (including pipes and drains) in a Lot must not be used for a purpose other than those for which they were constructed and no sweepings, rubbish or other unsuitable substances may be deposited in them.
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**10. Structural Alterations or Renovations to a Lot**

- (a) An Occupier must not undertake any Works without first obtaining the written consent of the Committee (which must not be unreasonably withheld). In considering granting its approval for the Works, the Committee may request the following:-
- (i) detailed plans of the proposed Works;
  - (ii) a proposed construction timetable;
  - (iii) details of the contractors to undertake the proposed Works (trade qualifications, experience and relevant licences); and
  - (iv) an engineer's certificate detailing whether the Works will affect the structural integrity of the Scheme.
- (b) In considering to give its consent to any Works to be undertaken by the Occupier, the Committee:-
- (i) must act reasonably; and
  - (ii) may impose reasonable conditions to apply to the construction of the Works to reduce nuisance to Occupiers and protect the integrity of the Scheme.
- (c) In addition to any conditions imposed by the Committee under By-law 10(b)(ii), the Owner must ensure that the approved Works are undertaken:-
- (i) at its own risk;
  - (ii) in a proper and workmanlike manner;
  - (iii) in accordance with the plans and specifications approved by the Committee;

- (iv) in accordance with all Requirements; and
  - (v) without any interference to the Services or damage to the Common Property or neighbouring Lots.
- (d) An Occupier must rectify to the satisfaction of the Committee at the expense of the Occupier any damage caused to the Common Property, Services or another Lot as a result of the Works.
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**11. Alteration to Flooring**

Occupiers must not make alterations to the floor finish or replace the floor finish installed by the Original Owner (Works) without approval in writing of the Committee which may be given subject to conditions. Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose conditions in relation to the Weighted Standardised Impact Sound Pressure Level (L<sub>ntw</sub>) of the Works.

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**12. Windows**

An Occupier must keep the internal windows in its Lot clean.

**PART D – BY-LAWS RELATING TO THE COMMON PROPERTY**

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**13. Use of Common Property**

- (a) An Occupier must:-
- (i) not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:-
    - (A) the Common Property or any Body Corporate Asset; or
    - (B) any easement giving access to a Lot or the Common Property.
  - (ii) not cause or allow to be caused (wilfully or by accident or omission) any damage to the Common Property or the Body Corporate Assets;
  - (iii) notify the Body Corporate promptly of any damage, accident to or defect in any water pipes, gas pipes, electric installations, fixtures, fittings, furniture or equipment on the Common Property which comes to its knowledge;
  - (iv) only use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
  - (v) not put or leave any rubbish, trade waste, refuse or other material on the Common Property.
  - (vi) not smoke on the Common Property;
  - (vii) not use the main entry / foyer of the Scheme for moving purposes, unless there is no other means available for moving purposes;
  - (viii) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
  - (ix) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.
- (b) The letting agent engaged by the Body Corporate may, without the Committee's consent, and at the letting agent's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management, sales and ancillary services of the letting agent.

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**14. Improvements to Common Property**

- (a) An Occupier must not make any Improvements, unless either:-
- (i) for minor non-permanent Improvements, the Occupier has the prior written consent of the Committee;
  - (ii) for the installation of locking or safety device to protect its Lot against intruders, the Occupier has the prior written consent of the Committee, complies with all relevant fire regulations and the requirements of any government authority and is consistent with the development approval conditions;
  - (iii) for the installation of a screen to prevent entry of animals or insects, the Occupier has the prior written consent of the Committee, the screen is soundly built and is consistent with the colour, style and materials of the building; or
  - (iv) for all other Improvements, the Occupier has obtained consent from the Body Corporate in the form required under the BCCM Act.
- (b) In considering giving consent to an Improvement under By-law 14(a)(iv)-
- (i) the Committee or Body Corporate may obtain advice from consultants; and
  - (ii) the Committee may refuse to give a motion its support at general meeting based on any commercial reasons it considers relevant (including out of pocket expenses of the Body Corporate, structural integrity of the Scheme, ongoing maintenance of Improvements and whether an exclusive use allocation should be requested).
- (c) Any Improvement made or sought to be made by an Occupier:-
- (i) must be maintained and repaired by the Occupier unless the Body Corporate agrees to the contrary by resolution in general meeting; and
  - (ii) comply with all Requirements and generally remain and be maintained generally in accordance with the local and other authority approved documents drawings and approvals.
- (d) The Body Corporate may remove any unauthorised Improvement.

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**15. Damage to Common Property**

- (a) An Occupier must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property or Body Corporate Assets.
- (b) An Occupier must not, without the Body Corporate's written approval, damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or use a part of the Common Property as a garden.

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**16. Vehicles**

- (a) An Occupier must not, without the Body Corporate's written approval:-
- (i) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
  - (ii) 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 visitor's vehicles.
- (b) An approval under this By-law must state the period for which it is given, with the exception of designated visitor parking.

- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- (d) Occupiers acknowledge that the visitor parking areas must be used by genuine visitors only. An Occupier must not park a vehicle, or allow a Vehicle, motor cycle or bicycle to stand upon visitor parking areas at any time.
- (e) Occupiers must ensure their Invitees use Visitor Parking Areas only for its intended use of casual parking, within the rules set from time to time by the Committee.
- (f) Occupiers must not, and must ensure their Invitees do not park or allow any trailer, caravan, campervan, mobile home or personal watercraft on the visitor parking areas.
- (g) The Committee is entitled to remove (at the relevant Occupier's expense) any vehicles parked on Common Property in breach of these by-laws by towing or other means.
- (h) Heavy vehicles (over 2 tonnes tare) may not be brought onto the Scheme Land.
- (i) A vehicle may only be driven on Scheme Land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (j) Vehicles parked within the Scheme must be kept clean and in roadworthy condition.
- (k) An Occupier shall not undertake or allow to be undertaken any repairs or restorations to a Vehicle within the Scheme without receiving the prior written consent of the Committee (except for minor repairs such as replacing windscreen wipers and any necessary roadside assistance).
- (l) An Occupier must not wash a Vehicle on Common Property including in an exclusive use area, without the Committee's consent.
- (m) An Occupier or their Invitee must not exceed the speed limit of 10 kph within the Scheme.

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**17. Bicycles**

- (a) An Occupier of a Lot must not, without the Committee's written approval park a bicycles, or allow a bicycle to stand on Common Property, unless the bicycle is parked in a designated bicycle parking space in accordance with the Approved Plans.
- (b) An Occupier of a Lot must ensure (at their cost) a bicycle is locked to prevent theft.
- (c) An Occupier of a Lot must not ride bicycles, skateboards, scooters, roller blades, roller skates or the like on the Common Property.
- (d) An Occupier of a Lot may only bring bicycles, skateboards, scooters, roller blades, roller skates or the like into and out of the Scheme by way of the carpark entry.

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**18. Flooding hazard for Common Property**

- (a) The Body Corporate must appropriately manage in accordance with any issued directions or protocols by any Government Authority for any flooding hazard in connection with the Common Property of the Scheme.
- (b) The Occupiers must at all times follow any flood emergency plan and/or procedures during flood events as issued by the Body Corporate.

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**PART E – BY-LAWS RELATING TO LOTS AND COMMON PROPERTY**


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**19. Recreation Area**

- (a) An Occupier who books or reserves the Recreation Area must only use it for lawful purposes and must use it in a manner that does not disrupt or inconvenience other Occupiers in the Scheme. The Recreation

Area may only be used between the hours of 7:00am and 10:00pm or as otherwise determined by the Body Corporate.

- (b) The booking or reservation will commence in accordance with the allocated time and must conclude at the agreed times nominated on the booking or reservation application approved by the Caretaker and the Recreation Area must be vacated promptly.
- (c) The Occupier will under no circumstances use the Recreation Area for any trade or business.
- (d) Any Occupier may request a booking or reservation through the caretaker.
- (e) The Body Corporate reserves the right to change or cancel bookings without being liable to pay any compensation.
- (f) The Body Corporate reserves the right to amend, add or remove rules in relation to the Recreation Area as stated at their reasonable discretion.
- (g) Occupiers and their guests must comply with the By-Laws of the Body Corporate.
- (h) The Body Corporate reserves the right to recover any costs incurred as a result of misuse or breach of these rules.

In relation to cleaning of the Recreation Area:

- (i) All items and facilities including furniture, floor coverings and kitchen facilities utilised during the use of the Recreation Area hire must be left clean and in good order. Rubbish must be placed in the bins provided. The Occupier must remove packaging. The Body Corporate reserves the right to apply charges should the Occupier fail to clean the room adequately.

In relation to damage in the Recreation Area:

- (j) The Occupier is required to notify the Caretaker of any damage caused. Should any damage be caused to the Function Area during the period of the function booking, the bond will be retained until any damage caused is repaired. The cost of the repair of the damage will be deducted from the bond. The Occupier shall be responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function.
- (k) The Occupier must adhere to all laws including occupational health and safety laws and those relating to exposure to noise, working at heights, manual handling and safe operation of equipment.
- (l) The Occupier shall comply in every respect with regulations under the *Health Act 1958* and the *Building Code of Australia* with regard to public buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency.

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## 20. Use of Pool Area

- (a) The Pool Area is located on the common property and is intended to be used for the purposes of a swimming pool and associated recreational purposes ("the Pool Area") by Owners and Occupiers and their guests. The Body Corporate shall be responsible for the maintenance of an operating costs of the pool area.
- (b) The rules for use of the pool area located on the Common Property are as follows:
  - (i) the pool area may only be used between the hours of 7:00am and 10:00pm or as otherwise determined by the Body Corporate;
  - (ii) the pool area may only be used by an Owner or Occupier and their guests;
  - (iii) glass items must not be taken within the pool area;
  - (iv) the gates surrounding the pool area must be closed immediately after entry or exit;



- (v) alcoholic beverages are not taken to or consumed within the pool area;
  - (vi) there is to be no Smoking within the pool area;
  - (vii) children must be accompanied by an adult Owner or Occupier exercising effective control and supervision over them;
  - (viii) persons must not allow an animal within the pool area;
  - (ix) people using the pool area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
  - (x) people using the the pool area must be appropriately dressed at all times and use a towel on any furniture (however not necessary for for all recreational furniture such as dining chairs and seat benching);
  - (xi) people must not hang or place any towels or other belongings on fences around the pool area;
  - (xii) people using the pool area must comply with any notice erected by the Body Corporate within the pool area giving direction in respect of any rules relating to the use of the pool area
  - (xiii) use of the pool area by an owner or Occupier and their Invitees is at each of their own risk;
- (c) The Body Corporate may close the Pool Area for maintenance purposes.
- (d) In addition to the rules set out in this CMS, the Committee may implement any further rules in relation to the pool area as it deems appropriate.

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool located within the pool area or add any chemical or other substance to the same.

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**21. Security System**

- (a) The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master key to the Service Contractor and / or Letting Agent.
- (b) The security system may restrict the access of Occupiers to certain areas of common property within the Scheme.
- (c) The Body Corporate may install and maintain a video security system on the Common Property and the Owners, and Occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, Caretaker or any relevant authority for the purposes of security for the building.

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**22. Fire Alarms**

Occupiers who cause the fire alarm to be set off must pay the costs of the Body Corporate incurred as a result, including any call out charges of the fire and emergency services team.

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**23. Nuisance**

- (a) An Occupier must not create noise or permit noise to be created in a manner that is likely to interfere with the peaceful enjoyment of a person lawfully on another Lot, Common Property or neighbouring properties.
- (b) An Occupier must ensure:-

- (i) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Occupier or its Invitees in its Lot are kept at a reasonably low level at all times;
  - (ii) no social gathering of people occurs on within its Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot, the Common Property or neighbouring properties;
  - (iii) no musical instrument is practised in its Lot between 10.00 pm and 8.00 am; and
  - (iv) any Invitee departing its Lot after 11.00 pm leaves quietly.
- (c) In the event of any unavoidable noise in a Lot, the Occupier must take all practical steps to minimise such noise or likely annoyance to other Occupiers including the closing of doors, windows and curtains in the Lot.
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#### 24. Garbage Disposal

An Occupier:-

- (a) may keep receptacles for the temporary storage of garbage in their Lot or on a part of the Common Property designated by the Body Corporate for the purpose, provided they are kept clean, dry and adequately covered at all times; and
  - (b) must ensure that all empty bottles, boxes, used containers and similar items temporarily stored by the Occupier (before disposal) are stored:-
    - (i) on the Occupier's Lot and not within any exclusive use area; and
    - (ii) so that they are not detectable (visually or by odour) from another Lot or Common Property.
  - (c) must comply with all Requirements about disposal of garbage;
  - (d) must ensure that the health, hygiene and comfort of other persons is not adversely affected by the disposal of the Occupier's garbage;
  - (e) must use any garbage receptacle provided by the Body Corporate and separate where necessary, any garbage so that full use is made of any recycling program implemented by the local authority.
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#### 25. Keeping of Animals

- (a) Subject to Section 181 of the BCCM Act, an Occupier is permitted to keep no more than two (2) pets within their Lot to the extent permitted by the relevant local authority Requirements, subject to the following conditions:-
  - (i) Prior to the animal being brought or kept on site, an Occupier must:
    - (A) obtain the Body Corporate's written approval; and
    - (B) provide the Body Corporate with:
      - (1) a photo of the animal; and
      - (2) a certification of animal's vaccination, which is to be renewed annually;
  - (ii) the animal is kept within the Lot;
  - (iii) the animal does not cause a nuisance to nor disturb any other Lot Occupiers;
  - (iv) the animal is prohibited within any pool area;
  - (v) the animal is restrained when on Common Property and is carried whilst in entry lobbies, individual floor lobbies and lifts;

- (vi) the animal is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
  - (vii) the animal does not defecate or run loose whilst on Common Property. The Occupier may be subject to a cleaning fee for a breach of this condition;
  - (viii) the animal wears an identification tag clearly showing the Occupier's address and telephone number;
  - (ix) any damage caused by the animal to be repaired by the Occupier at their own expense; and
  - (x) have the apartment pest control sprayed for flees when required and on vacating the apartment.
- (b) If any of the conditions under this By-law are contravened, the Body Corporate or the Committee may after two warnings to the Occupier require the immediate and permanent removal of the animal from the Lot and Common Property.

#### 26. Moving In / Out of Scheme

- (a) All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.
- (b) Protective lift curtains must be used for all moves.
- (c) The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

#### 27. Prohibited Substances and Smoking Not Allowed

Administering any prohibited substances and Smoking (including e-cigarettes) is prohibited on Common Property hallways, lifts, lobbies and other enclosed areas that form part of the Common Property of the Scheme.

#### 28. Broadband Infrastructure

- (a) The Body Corporate acknowledge that:
  - (i) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in a NBN Co, free of encumbrances, and are the sole property of the relevant NBN Co; and
  - (ii) as owner, the relevant NBN Co has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.
- (b) Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the Body Corporate grants a licence to the relevant NBN Co for:
  - (i) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
  - (ii) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).
- (c) The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the Telecommunications Act and any associated instruments (Schedule 3), they waive and agree to waive:
  - (i) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
  - (ii) any right they may have to object to those activities.
- (d) The Body Corporate, each Owner and Occupier agrees if requested by the relevant NBN Co, confirm and agree to the matters set out in this By-law in a form reasonably satisfactory to the relevant NBN Co.

- (e) Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Scheme to be part of the National Broadband Network.

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**29. Storage of Flammable Materials**

- (a) An Occupier must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- (b) An Occupier must not, without the Body Corporate's written approval, store a flammable substance on its Lot unless the substance is used or intended for use for domestic purposes.
- (c) An Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating of the Lot or Common Property and must not do anything that may in any other way cause or increase a risk of fire or explosion.
- (d) However, By-law 29(a) and 29(b) do not apply to storage of fuel in:-
- (i) a fuel tank of a Vehicle, boat or internal combustion engine; or
  - (ii) a tank kept on a Vehicle or boat in which fuel is stored under requirements of the law regulating the storage of flammable liquid.

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**30. Insurance**

- (a) Occupiers must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

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**31. Use of Services**

All Occupiers must:-

- (a) observe all Requirements in the use of the Services;
- (b) not use the Services for any purpose other than the purposes for which they were constructed;
- (c) not overload any Services or Service Infrastructure; and
- (d) pay all maintenance, replacement and repair costs in connection with any Service Infrastructure and are also responsible for any loss or damage to the Service Infrastructure located on the Common Property;
- (e) not waste water and ensure that all water taps in their Lot are turned off when not in use.

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**32. Wrecks**

- (a) An Occupier of a Lot must not park, stand or allow any Wreck on the Common Property or a Lot.
- (b) Should an Occupier have a Wreck on their Lot, in any area of Exclusive Use or Common Property at any time, then that Occupier must remove the Wreck at their expense immediately.
- (c) Should an Occupier fail to remove a Wreck within seven days' notice from the Body Corporate, then the Body Corporate may remove and dispose of the Wreck.

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**33. Aerials**

An Occupier must not erect any television or radio aerials or other communication receivers on the Common Property or a Lot without the prior written consent of the Body Corporate.

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**34. Auction Sale**

- (a) At any auction sale an Owner must compensate the Body Corporate for all damage to the Common Property caused by invitees.
- (b) At any auction sale an Owner must take all reasonable steps to ensure that invitees comply with these By-laws.

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**35. Letterboxes / Parcel Area**

- (a) Occupiers must ensure any letterbox for the lot is regularly cleared.
- (b) All Occupiers must ensure that any parcel area located on the Common Property which may be designated by the Body Corporate (or via prior Committee consent) is regularly attended by the Occupier for the collection of parcels and/or packages.
- (c) The Body Corporate will ensure the video security system monitors the parcel area. The parcel area is only to be used to receive deliveries during regular business hours.
- (d) All Occupiers acknowledge and agree that any parcels and/or packages within the parcel area are at the sole and exclusive risk of the Occupier.
- (e) All Occupiers acknowledge and agree that the Body Corporate will not be responsible, and release the Body Corporate, from all liability in respect of any claim relating to the Occupier's use of the parcel area or the condition of the parcels and/or packages.
- (f) All Occupiers acknowledge and agree that any parcels and/or packages that are not left within the designated area may not be covered by the video security system monitors and are at the sole and exclusive risk of the Occupier.
- (g) All Occupiers acknowledge and agree that the Body Corporate will not be responsible and release the Body Corporate from all liability in respect of any claim relating to parcels and/or packages not left within the designated area or the condition of the parcels and/or packages not left within the designated area.

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**36. Electric Vehicle Charging**

- (a) In this By-law:
  - (i) **EV Charger** means a device for the purpose of charging an electric vehicle that is equal or greater than any of the following:
    - (A) 7.4 kW
    - (B) 32 Amp
    - (C) type 2 plugs, CHAdeMO, CCS ; and
  - (ii) **Installation Location** means a location within an exclusive use car park, or, on a location forming part of the Common Property that immediately adjoins an exclusive use car park.
- (b) This By-law applies to the extent an Occupier has the benefit of an exclusive use car park which has an Installation Location and the Installation Location has existing infrastructure in place and is suitable for the installation and operation of an EV Charger.
- (c) If this By-law applies, Occupiers that have the benefit of an exclusive use car park, may not install within the Installation Location an EV Charger without:
  - (i) the prior written approval of the Body Corporate in accordance with By-law 14;

- (ii) first submitting to the Body Corporate plans and specification and any other detail required by the Body Corporate in relation to the EV Charger or its installation.
- (d) Any EV Charger or associated, impact protection and accessories must not impede the ordinary use of any exclusive use car park for parking of vehicles or interfere with the Common Property.
- (e) An Occupier that installs or has the benefit of an exclusive use car park with an EV Charger must:
  - (i) at their cost maintain the EV Charger in good repair and condition and to the manufacturers requirements and pay for electricity consumed in the use of the EV Charger;
  - (ii) ensure that any EV Charger installed is at all times compatible with electrical infrastructure in the Scheme and does not diminish the integrity the electrical infrastructure in the Scheme or in any way interfere or interrupt with the supply of electricity to other Lots in the Scheme;
  - (iii) only permit suitably qualified contractors to initially install and then repair, maintain and replace the EV Charger;
  - (iv) must repair any damage to the Common Property caused by either the installation / removal of the EV Charger;
  - (v) ensure the EV Charger is Vehicle impact protected (eg bollards) from both Vehicles in the exclusive use car park and on Common Property;
  - (vi) ensure the EV Charger electricity consumed is:
    - (A) directly connected to the relevant exclusive use car park lots meter; or
    - (B) the EV charger is separately metered whereby the Body Corporate or embedded network provider may charge the Occupier for energy consumed plus a reasonable administration cost and other outgoings required to repair, maintain and operate the system for the Scheme. This may require the Occupier to enter into an agreement for the supply of electricity and for the provision of meter reading and billing services. The costs of repairing any part of the electric car charging refer to By-law 45 (e)(i);
  - (vii) ensure there is emergency shutdown controls in place for the EV Charger which comply with By-law 45 (e);
  - (viii) at their cost update and implement new block plans for the building to include the location of the EV Charging station and update the block plans for the building to include the location of the EV distribution boards and EV emergency shutdown.
- (f) An Occupier that installs or has the benefit of an exclusive use car park with an EV Charger must at its own cost comply with all requirements of, or made under, or deriving validity from any law from any Authority (including but not limited to any issued Australian electric vehicle charging standards) which is now or may come into force that may in any way relate to the use and operation of the EV Charger (or any alterations or upgrades made to the EV Charger) including but not restricted to obtaining all necessary licences and complying with all laws, rules, requirements or directions of any competent Authority.
- (g) The Body Corporate reserves the right to issue rules, requirements or directions to any Occupier in connection with the use of any EV Charger.
- (h) The use of EV Chargers will be at the sole and absolute risk of the Occupier and the Occupier indemnifies the Body Corporate in respect of any loss or damage to the Common Property caused by the Occupier's failure to comply with its obligations under this By-law.

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**37. Lot Utility Infrastructure located on Common Property**

- (a) Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property in appropriate locations such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by a developer.
- (b) Owners are responsible for:
  - (i) The repair, maintenance and replacement of and any loss or damage to Lot Utility Infrastructure.
- (c) The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-Law.
- (d) Any part of the Common Property which contains Lot Utility Infrastructure may be locked by the Body Corporate unless otherwise required by law, and may not be accessed or opened by any person without the prior consent of the Body Corporate, not to be unreasonably withheld.

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**PART F – BY-LAWS CONCERNING THE BODY CORPORATE**

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**38. Bulk Supply**

- (a) The Body Corporate may at its election supply or engage another person to supply utilities to Owners or Occupier's in the Scheme and in that case the following will apply:
  - (i) the Body Corporate may enter into a contract for the purchase of reticulated utilities on the most economical basis, for the whole of the Scheme from the relevant authority and may sell reticulated utility to each Owner or Occupier in the Scheme provided, in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the Owner or Occupier for supply of the electricity direct from the relevant electricity authority;
  - (ii) each Owner or Occupier must purchase and use all utilities consumed in the Owner's or Occupier's lot direct from the Body Corporate and must not purchase the utility from any other source;
  - (iii) the Body Corporate is not required to supply to any Owner or Occupier utility requirements beyond those requirements which the relevant authority could supply at any particular time;
  - (iv) the Body Corporate may charge for the services (including for the installation of, and the cost associated with utility infrastructure for the services) but only to the extent necessary for reimbursing the body corporate for supplying the services;
  - (v) the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within 14 days of the delivery for such accounts;
  - (vi) in respect of an account which has been rendered pursuant to these By-Laws, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when that Owner or Occupier became the Owner or Occupier of that lot;
- (b) If a proper account for the supply of reticulated utility is not paid by its due date payment, then the Body Corporate is entitled to:
  - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
  - (ii) disconnect the supply of reticulated utility to the relevant lot;
  - (iii) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of utility due to breakdowns, repairs maintenance, strikes, accidents or causes of any class or description;

- (iv) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated utility as a guarantee against non-payment of accounts for the supply of reticulated utility.

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**39. Body Corporate Rights**

- (a) The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these by-laws by any Occupier including, without limitation:-
- (i) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
  - (ii) allowing a designated part of the Common Property to be used by any security person firm or company;
  - (iii) obtaining, installing and maintaining locks, alarms, communications systems and other security devices to Common Property, provided all members of the Body Corporate are given keys and access devices; or
  - (iv) determining rules under which persons are given access to any part of the Common Property.
- (b) The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

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**40. Right of Entry**

- (a) The Body Corporate may enter any Lot after seven days written notice with workmen and other authorised persons and necessary materials and appliances to:-
- (i) comply with any Requirement involving the destruction of noxious animals, rodents or other pests;
  - (ii) carry out any repairs, alterations, renovations, extensions or Works in relation to any Services or Service Infrastructure; or
  - (iii) to inspect and carry out work the Body Corporate is authorised or required to carry out.
- (b) The Body Corporate must minimise inconvenience to Occupiers and make good any damage caused by the above works.
- (c) Owners must ensure that they provide all required notices to any tenants to allow the above access.
- (d) In case of emergency no notice will be required under By-law 40(a).
- (e) In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

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**41. Recovery of Costs**

Where the Body Corporate incurs a Cost as a result of a breach of the BCCM Act, the Regulation Module or these by-laws by any Owner, Occupier or their Invitees, the Body Corporate will be entitled to, and the Committee may, in its absolute discretion:-

- (a) seek an order of an adjudicator under the BCCM Act requiring the Owner who committed the breach, or who is responsible for the breach (if the breach was committed by an Occupier or an Invitee of the Occupier), to pay the Costs of the Body Corporate; and
- (b) seek to recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the breach or who is responsible for the breach (if the breach was committed by their Occupier or an Invitee of the Occupier).



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**42. Façade of Building**

The Body Corporate must not, except for in the instance of a resolution without dissent in accordance with the Regulation module, carry out any alterations, renovations or extensions to the appearance of the façade of the Building.

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**43. Fire Safety**

The Body Corporate must co-ordinate and Owners and Occupiers must participate in any emergency evacuation drills and safety equipment briefings required by legislation or by a building insurer.

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**44. Committee Consent**

- (a) Any approval given by the Committee must not contravene any local authority Requirements.
- (b) The Committee may cancel an approval by giving seven (7) days' written notice.

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**PART G – BY-LAWS CONCERNING THE ORIGINAL OWNER**

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**45. Display and Sale of Lots**

The original owner, its agents and any person authorised by it may:-

- (a) use any lot in the Scheme owned by one or more of them ("Original Owners Lot") as a display and sales lot;
- (b) place any signs and other advertising and display material in and about any Original Owners Lots and about the Common Property;
- (c) alone or together, pass over the Common Property to gain access to and egress from any Original Owners Lots;
- (d) carry out promotional, marketing functions, viewings and the like from the Common Property.

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**PART H – EXCLUSIVE USE BY-LAWS**

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**46. Exclusive Use**

- (a) The Owner of each Lot in Schedule E is granted the exclusive use and enjoyment of those areas of Common Property as allocated, and for the purposes specified, in Schedule E and identified in the attached sketch plans on the following conditions and, as applicable, on the conditions detailed in the following by-laws:
  - (i) the Owner is responsible for the maintenance of, and operating costs for, its exclusive use area including any Improvements installed on the exclusive use area and keeping it in a clean and tidy condition; and
  - (ii) the Owner must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance (for example if the Owner defaults in maintaining the exclusive use area).
- (b) The Original Owner may, in its absolute discretion but in accordance with the Act and the Regulation Module, make allocations of Common Property to the exclusive use of one or more Owners. Allocations made by the Original Owner:-
  - (i) must describe the part of the Common Property being allocated;
  - (ii) designate the purpose for which the exclusive use area is allocated; and
  - (iii) are taken to be on the same terms as detailed in this by-law.

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**47. Exclusive Use - Car Space**

An Occupier who has the exclusive use of an area or areas identified in Schedule E as a Car Space—

- (a) may only use the Car Space for parking—
  - (i) a motor vehicle which is in a roadworthy condition;
  - (ii) a trailer (provided however the trailer must not exceed 3.5 meters in length).;
- (b) must not litter or deposit rubbish on the Car Space;
- (c) must not store any hazardous substance on the Car Space;
- (d) must not use the Car Space in any way that may create a nuisance to any other person on Scheme Land; and
- (e) must not use the Car Space for storage except with the prior written approval of the Body Corporate.

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**48. Exclusive Use - Storage Space**

An Occupier who has the exclusive use of an area or areas identified in Schedule E as "Storage"—

- (a) may only use the Storage Space for storing domestic household effects;
- (b) must not litter or deposit rubbish in the Storage Space;
- (c) must not store any hazardous substance on the Storage Space; and
- (d) must not use the Storage Space in any way that may create a nuisance to any other person on Scheme Land.

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**PART I – DEVELOPMENT APPROVAL CONDITIONS**

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**49. Mandated Conditions**

- (a) The development approval for the Scheme relating to application MCU/2022/23 ("the Decision Notice") requires the following by-laws to be included in the Community Management Statement:-
  - Condition 6 - Private infrastructure
    - (i) Ownership, operation and maintenance of the following private infrastructure is to vest at all times with the Body Corporate and/or legal authority.
      - (A) Private pump station and private rising main.
      - (B) Stormwater management devices and infrastructure monitor and managed in accordance with the approved maintenance management plan (MMP), being "Stormwater Quality Improvement Device Maintenance Management Plan, Proposed Multi Unit Development, 7 Douglas Street, Coolangatta" Revision A, dated 15 August 2023, prepared by OSKA Civil Consultants (Aust) Pty Ltd must be followed and reflected in the Body Corporate by-laws or Community Management Plan at no cost to Council.
      - (C) Gross pollutant trap (GPT) ensuring it functions for its intended purpose.
    - (ii) At any time the Council's corresponding infrastructure network is altered, the private infrastructure must be altered to be commensurate with Council's network, at no cost to Council.

- Condition 7 - Flood emergency management (specific condition)
  - (i) Ensure residents / occupants of the property are moved into the refuge area or evacuated into a safe place during flood events in accordance with the approved Flood Emergency Management Plan (FEMP).
  - (ii) Ensure the FEMP is included into the site management and Body Corporate By-Laws. c The Body Corporate or legal entity must provide a copy of the approved FEMP to each new purchaser to ensure resident(s) are informed about:
    - (A) The requirement for the FEMP to be complied with at all times for the life of the development and the use of the premises.
    - (B) The flood hazard on the site.
    - (C) Procedures during major flood events.
  
- Condition 9 - Hours of operation and loading and unloading

Ensure communal open space activities (i.e., swimming pool areas) are between the hours of 7:00am to 10:00pm only.
  
- Condition 14 - Landscaping works

Ongoing maintenance of all landscaping (including all ground level landscaping and all podium planters on Levels 1, 2, 4, 6, and 8) will be undertaken by the Body Corporate or a private contractor on behalf of the Body Corporate.
  
- Condition 15 - Maintenance of landscaping (specific condition)

Ongoing maintenance of all landscaping (including all ground level landscaping and all podium planters on Levels 1, 2, 4, 6, and 8) will be undertaken by the Body Corporate or a private contractor on half of the Body Corporate at all time at no cost to Council.
  
- Condition 43 - Certification of works - Hydraulics and Water Quality

An agreement is to be entered into with the appropriately licensed waste removal entity, for the removal of hydrocarbons / waste.

An agreement is to be entered into with a proprietor or an appropriate entity for the life of the development for the long-term maintenance of the stormwater propriety treatment devices.
  
- Condition A – Stormwater

There are development approval conditions applicable in relation to stormwater management on this lot / subsequent lots. All property owner(s) must ensure compliance with these conditions. Refer to Council of the City of Gold Coast's Decision Notice MCU/2022/23. A copy of Council's Decision Notice is available for viewing on Council's website [www.goldcoastcity.com.au/pdonline](http://www.goldcoastcity.com.au/pdonline)
  
- Condition B - No flood free access/egress

Owners and intended purchasers are advised the property does not have flood free access/egress during 1% AEP (Annual Exceedance Probability) flood events. Refer to Council of the City of Gold Coast's Decision Notice MCU/2022/23. A copy of Council's Decision Notice is available for viewing on Council's website [www.goldcoastcity.com.au/pdonline](http://www.goldcoastcity.com.au/pdonline)
  
- Condition C - Flood inundation