



# WHale COVE

*Urangan Harbour - Hervey Bay*

## **BY - LAWS**

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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1. **Interpretation**

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.

Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.

Reference to the whole includes any part of the whole.

- (b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

"**Act**" means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme;

"**Body Corporate**" means the Body Corporate established upon the registration of the Community Titles Scheme;

**"By-laws"** means these By-laws or any specified part of them;

**"Common Property"** means the common property referred to in the Community Titles Scheme;

**"Committee"** means the Committee of the Body Corporate appointed pursuant to the Act;

**"Committee's Representative"** means a member of the Committee appointed from time to time for the purpose of representing the Committee;

**"Community Titles Scheme"** means the **"Whale Cove Apartments"** Community Titles Scheme No. 36712;

**"Dwelling"** means any dwelling house or other improvements constructed on the Lot;

**"Heavy Vehicle"** includes a motor vehicle in excess of two (2) tonnes weight;

**"Lot"** means a Lot in the Community Titles Scheme and includes the improvements constructed on the Lot;

**"Manager"** means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order;

**"Manager's Residence"** Lot 4 on SP 179943 or any other Lot in the Community Titles Scheme nominated by the original on-site manager and approved by the Body Corporate at general meeting for use as the manager's residence in conjunction with performance of the caretaking and letting duties;

**"Motor Vehicles"** include motor bikes but does not include motor vehicles in excess of 2 (two) tonnes weight, caravans, campervans or mobile homes;

**"Original Owner"** has the meaning given to it in the Act;

**"Recreation Areas"** includes barbeque areas, pools, and spa, gymnasium, social area and similar areas and facilities on the Scheme Land;

**"Scheme Land"** means all the land contained in the Community Titles Scheme;

**"Person"** includes a company;

**"Scheme"** means the Community Title Scheme created on subdivision of the Scheme Land;

**"Secretary"** means the Secretary of the Body Corporate;

## 2. Use of Lot

- (a) Each Lot (excluding any garage) will be used for residential purposes only, except for the Manager's Residence which may be used for residential purposes and management purposes and for the purpose of carrying on the business of letting Lots in the Community Titles Scheme on behalf of the owners of such Lots; and
- (b) Subject to by-law 24 (a) (i), the garages situated on each Lot will be used for parking of Motor Vehicles only.

## 3. General Appearance of Lots

No structural alterations will be made to any Dwelling (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Dwelling). An owner or occupier of a Lot must not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

## 4. Maintenance of Lots and Dwellings

- (a) An owner or occupier of a Lot will:
  - (i) be responsible for the proper maintenance and decoration of his or her Lot;

- (ii) maintain in good condition and repair any improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Committee;
  - (iii) maintain the interior of his or her Dwelling in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
  - (iv) maintain at the expense of the owner or occupier of a Lot in good condition and repair and keep clean any part of the Common Property which the owner has the exclusive use of.
- (b) The Committee may give written notice to an owner or occupier of a Lot requiring that:
- (i) the improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
  - (ii) the obligations under by-law 4(a)(iv) be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the improvements to be put in such a state or the obligations under by-law 4(a)(iv) to be carried out (as the case may be) in accordance with the notice and the owner or occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An owner or occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the improvements at all reasonable times for the purpose of inspection and carrying out works under this by-law provided that the Committee gives the owner or occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works under this by-law.
- (d) For the purpose of this by-law "Improvements" includes walls, windows, garage roller doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden plants, and irrigation, and drainage facilities located in a Lot;
- (e) If an owner or occupier of a Lot does not maintain that part of his Lot which is exterior to the Dwelling constructed on the Lot, the Body Corporate may enter the Lot and maintain that area at the Lot owner's expense;

#### 5. Appearance of Dwellings

- (a) Subject to paragraph (b) of this by-law and by-law 35, an owner or occupier of a Lot will not hang washing, towels, bedding, clothing or other articles [except on clothes lines in designated areas provided by the Body Corporate (if any)] or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his or her Lot in such a way as to be visible from outside the Lot.
- (b) The Manager is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.

#### 6. Water Apparatus

- (a) An owner or occupier of a Lot will ensure that all water taps on his or her Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Dwelling must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such owner or occupier whether the same is caused by his or her own acts or those of members of his household or his servants or agents or guests.

#### 7. Lighting and Heating of Dwellings

The owner or occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Dwelling nor in any other way cause or increase a risk of fire or explosion in such Dwelling.

**8. Storage of Flammable Liquids, etc.**

An owner or occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his or her Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**9. Windows**

The windows of a Dwelling will be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

**10. Window Covers**

- (a) Without the written consent of the Committee in its absolute discretion obtained beforehand, no window shall be tinted or covered with aluminium foil or similar reflective material and no shutters, awnings or other window cover shall be affixed externally to any building or be visible from the exterior of the building. This by-law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- (b) An owner or occupier must not hang curtains visible from outside the Lot unless those curtains have a backing, in such colour and design which has been approved by the Committee. An owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from Common Property or any other Lot.

**11. Keeping of Animals**

Subject to Section 181 of the Act an owner or occupier of a Lot shall not be permitted to keep any animal upon his or her Lot except for a domestic animal of a reasonable size if approved by the Committee of the Body Corporate.

**12. No Variation to Appearance**

Subject to by-law 40 and 41, an owner or occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

**13. Antennae**

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Dwelling and not visible from the exterior of such Dwelling.

**14. Security of Units**

All doors and windows to any Dwelling shall be securely fastened on all occasions when the Dwelling is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

**15. Insurance**

An owner or occupier of a Lot must not bring to, do or keep anything on his or her Lot which may increase the rate of fire insurance on his or her Dwelling or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

# 16. Nuisance

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the owners and occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other owners or occupiers without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, speakers, television sets, music players and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other owners and occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when owners and occupiers return to their Units late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Dwelling at any time the occupier or owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Dwelling and also such further steps as may be within their power for the same purpose;
- (e) Mechanical plant including but not limited to air conditioning, refrigeration equipment and the like must be fitted with noise attenuation features so that noise at the boundary of a Lot complies with the following noise limits:

Period	Noise Limit – LA10,adj
7.00am to 6.00pm	56
6.00pm to 10.00pm	54
10.00pm to Midnight	47
Midnight to 7.00am	39

# 17. Obstruction

An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

# 18. Depositing Rubbish on Common Property

An owner must not:-

- (a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another owner or occupier or of any person lawfully using the Common Property;
- (b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his or her Dwelling.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the owner or occupier concerned.

**19. Garbage Disposal**

An Owner or Occupier of a Lot must:

- (a) Save where the Body Corporate provides some other means of disposal of Garbage, maintain within his or her Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition an adequately covered receptacle for Garbage;
- (b) Comply with all local authority By-Laws and ordinances relating to the disposal of Garbage;
- (c) Ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his disposal of Garbage.

**20. Damage to Lawns, etc. on the Scheme Land**

An owner or occupier of a Lot must not:-

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

**21. Damage to the Common Property or Dwelling**

An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.

**22. Committee to be Notified of Accidents etc.**

An owner or occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his or her knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.

**23. Visitors' Car Parking**

- (a) The Committee may in its absolute discretion by written notice from time to time to the owners and occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of occupiers of Lots provided that the Committee ensures there are always at least 2 visitor car parks.
- (b) An occupier of a Lot must use his or her best endeavours to ensure that his or her invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this by-law but such invitee's Motor Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.
- (c) Any person parking in such visitor car parks without the written consent of the Committee or in breach of these by-laws shall have their car towed away at their expense.

**24. Use of Caravans etc. and Heavy Vehicles**

(a) An owner or occupier of a Lot must not:-

- (i) permit any caravan, campervan, mobile home, boat or trailer upon the Common Property or upon his or her Lot;
- (ii) permit any occupation of a caravan, campervan or mobile home upon his or her Lot;

- (iii) drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.

- (b) For the purpose of this by-law "Improvements" includes Units, buildings swimming pools, outdoor recreations areas, putting green, tennis court, entertainment areas, walkways, paths, driveways, landscaping, irrigation, drainage facilities and any other structures or improvements;

**25. Inspection of Units**

- (a) Upon one (1) days' notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot including the interior of any Dwelling and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the owner or occupier of the Lot concerned).
- (b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- (c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such owner or occupier as is reasonable in the circumstances.

**26. Observance of These By-Laws**

The duties and obligations imposed by these By-laws on an owner or occupier of a Lot must be observed not only by such owner or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such owner or occupier. An owner or occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.

**27. Repairs by the Body Corporate**

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such owner or occupier or any of them, the Committee will 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.

**28. Contractors**

An owner or occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

**29. Notification of Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the owner or occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**30. Notices to be Observed**

An owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

**31. Rules Relating to Common Property**

The Committee may make rules (including the imposition of a charge for the use of the barbeque) relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and

other facilities, not inconsistent with these By-laws and the same must be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

### 32. Times for Use of Recreation Areas

The Recreation Areas must not be used between the hours of 9.30 pm and 7.00 am or such other hours as agreed to by the Committee and the Manager.

### 33. Rules for Use of Recreation Areas

All Owners or Occupiers of Lots when making use of the Recreation Areas must ensure:

- (a) that his or her invitees and guests do not use the same or any of them unless he or she or another Owner or Occupier accompanies them;
- (b) that children below the age of sixteen (16) years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that he or she and his or her invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (d) if congestion is experienced in the use of the Recreation Areas, the Manager may arrange for the implementation of systems for the mutual benefit of all owners and occupiers of lots in the Scheme Land;
- (e) that animals are not permitted in this area;
- (f) that no glass receptacles are permitted in the pool area;
- (g) that Management accepts no responsibility for the use of Recreation Areas.

### 34. Maintenance of Swimming Pool and Spa

An owner or occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool and spa or add any chemical or other substance to the same.

### 35. Sale of Lots

Whilst the Original Owner remains an owner of any Lot in the Scheme Land it and its respective servants and/or agents will be entitled:-

- (a) to utilise any Lot on the Scheme Land of which it remains owner as a display Dwelling for the purpose of allowing prospective purchasers of any such Lot to inspect such Lot;
- (b) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and
- (c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.

### 36. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

### 37. By-Laws to be Exhibited

A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Dwelling made available for letting.



**38. Speed Limits**

An owner or occupier of a Lot must not exceed the speed limit of 10kms per hour or such other speed nominated by the Committee from time to time and agreed to by the Body Corporate (the "Speed Limit") while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use his or her best endeavours to ensure that his or her invitees do not exceed the Speed Limit in such circumstances.

**39. Costs**

An Owner shall pay on demand the whole of the Body Corporate's reasonable costs and expenses (including Solicitor and own client costs) incurred in recovering any charges levied under the Act or enforcing these by-laws. Such costs and expenses will be deemed to be a liquidated debt due to the Body Corporate.

**40. Structural Alterations to the Interior of Lots**

The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this by-law will be payable by the relevant owner on demand.

**41. Alterations to the Exterior of Lots**

Where an owner proposes to carry out work which will alter the exterior of any Lot, he must follow the procedure set out below:-

- (a) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) The Committee, on behalf of the owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
- (c) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
- (d) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant owner, the proposal will be submitted to a meeting of the Committee for permission to proceed with the works as approved by the architect.
- (e) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the owner to the Committee before it submits the plans and specifications to the architect for approval.

**42. Auction/Garage Sales**

An owner of a Lot must not permit any auction or garage sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

**43. Access by Electricity Authority**

If a Lot contains an electricity meter and/or switchboard, an owner or occupier of that Lot must make such meter and/or switchboard available for access at all times by all other owners and occupiers of Lots in the Scheme Land and by the relevant body administering the supply of electricity to Lots in the Scheme Land.

**44. Severability**

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

- (a) any part of these by-laws is void, voidable, illegal, unenforceable or ultra-vires; or
- (b) these by-laws would be void, voidable, illegal, unenforceable or ultra-vires unless any part of these by-laws were severed therefrom;

that part will be severed from and will not affect the continued operation of the remainder of these by-laws.

**45. Power of Committee**

The Committee may make rules relating to the common property and other facilities, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**46. Security**

The Committee of the Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these by-laws and without limiting the generality of the foregoing may:

- (a) Close any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
- (b) Permit any designated part of the common property to be used by any security person firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
- (c) Obtain install and maintain locks, alarms, communications systems and other security devices.

**47. Security Keys**

- (a) If the Committee in the exercise of any of its powers under these By-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charges and thereafter may at its discretion make additional numbers available to Owners upon payment of such reasonable charge as may be determined from time to time by the Committee of the Body Corporate;
- (b) An Owner of a Lot to whom any key or operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Occupier) to ensure return thereof to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier;
- (c) An Owner of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced. Any costs regarding the replacement or supply of additional keys shall be borne by that Owner or Occupier.

**48. Submission of Motions**

That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.

**49. Exclusive Use – Car Ports**

Subject to s163 of the Act, the owners and occupiers of each lot shall be entitled to the exclusive use and enjoyment for himself/herself of the carports as designated and identified in Schedule E and noted on Exclusive Use Drawing Nos 053585-01 to 053585-06 and 053585-21 to 053585-27 attached thereto.

**50. Use of Lots**

Subject to any By-law to the contrary, each lot shall be used for residential purposes only.

- (a) Each occupier who has the permitted use of a car space shall use such space for the purpose of carparking only.
- (b) Lot 4 (TH4) may be utilised by the owner or occupants as both a residence and for the purposes of management including the caretaking activities for the body Corporate and the conduct of a real estate agency for the letting of lots in the complex together with the provision of services to owners and occupants.

**51. PABX Cabling**

The Caretaker of the Community Titles Scheme will be entitled to operate a PABX telephone facility or similar facility within the Community Titles Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the common property of the community Titles Scheme. The Body Corporate shall not interfere with the operation of this facility.

**52. Cable TV**

The Body Corporate recognises that there could be an agreement in place with a cable TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television to the Community Titles Scheme and each Lot and the Body Corporate must:

- (a) Allow a person to install cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment to enable Owners and occupiers to connect to Cable Television;
- (b) Provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the Cable Television facility that is installed on the Common Property.

**53. Exclusive Use – Courtyards**

Subject to s163 of the Act, the owners and occupiers of Lots in the Scheme as designated and identified in Schedule E and noted on Exclusive Use Drawing Nos 053585-01 to 053585-06 and 053585-21 to 053585-27 attached shall be entitled to the exclusive use and enjoyment for themselves and their invitees of these exclusive use areas for courtyards.

**54. Responsibility for Exclusive Use Areas**

Each owner or occupier to whom exclusive use is given to any area pursuant to these By-laws shall use the space or spaces for the permitted purpose only authorised by these By-laws or the Body Corporate save and except the owners and occupiers may use the locked area at the rear of each car port for storage purposes. The owners and occupiers shall be responsible for all expenses related to the maintenance and day to day running costs of the areas in a good tidy and clean conditions at their expense.