

SCHEDULE C BY-LAWS

1. **Vehicles.** Save where a By-Law made pursuant to the provisions of the Body Corporate and Community Management Act 1997 ("the Act") authorises an owner or occupier to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate Committee ("the Committee") EXCEPT THAT an owner or occupier of a lot may stand a motor or other vehicle upon the sealed driveway area which is directly adjacent to the owner or occupier's lot, but only in circumstances where a vehicle space is not available in the owners designated car accommodation.
2. **Private Roads and Other Common Property.** The private roadways, pathways, drives and other Common Property and any easement giving access to the scheme land shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:
 - 2.1 drive or permit to be driven any motor vehicle in excess of three (3) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the scheme land, and any motor vehicles entitled by any statute and/or local authority ordinances;
 - 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
 - 2.3 An Owner or Occupier is required to remove any oil spills or marks left by their or their visitors vehicle on the driveway or visitors parking bay.
3. **Visitors' Car Park.**
 - 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking, unless work is being undertaken on the lot which restricts access to the Garage or Driveway. Such parking is to be only of a short term nature.
 - 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking.
4. **Obstruction.** An owner of a lot shall not obstruct lawful use of Common Property by any person.
5. **Damage to Lawns etc on Common Property.** An owner or occupier of a lot shall not:
 - 5.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
 - 5.2 except with the consent in writing of the Committee, use for their purposes as a garden, any portion of the Common Property. When consent is provided the Owner/Occupier of the lot must maintain such garden to a High Standard at their own expense.
6. **Damage to Common Property and Body Corporate Assets.** An owner or occupier of a lot shall 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 or a Body Corporate asset except with the consent in writing of the Committee but this by-law does not prevent an owner or person authorised by them from installing:-
 - 6.1 any locking or other safety device for protection of their lot against intruders;
 - 6.2 any screen or other device to prevent entry of animals or insects upon their lot; or

6.3 any improvements allowed under an exclusive use by-law; provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied.

- 7 Depositing Rubbish etc on Common Property.** An owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the Common Property.
- 8. Use of Recreation Facilities.** In relation to the use of the swimming pool, barbeque area, gymnasium/club lounge, steam room and adjacent areas ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:
- 8.1 that their invitees and guests do not use the same or any of them unless they have been instructed by the Owner, Occupier or their Resident Guest in the rules applying to their use, (item 8.2 – 8.13)
 - 8.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them; No child under 16 years is permitted to enter the Gymnasium or use the provided equipment.
 - 8.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool or gymnasium;
 - 8.4 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool, sauna or spa areas;
 - 8.5 that they and their invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to be unsafe or interfere with the use and enjoyment of the Recreation Facilities by other persons;
 - 8.6 that no use is made of the Recreation Facilities between the hours of 9.00pm and 6.00am;
 - 8.7 that the owner or occupier and their invitees and guests are suitably attired at all times.
 - 8.8 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate Committee or the Caretaker.
 - 8.9 Occupiers shall use the gym equipment, sauna and steam room only according to manufacturer's specifications and recommendations and shall not interfere with or remove gym, sauna or steam room equipment from the gymnasium building and all equipment must be left clean & dry. Steam Room door to be left open to allow for drying after use
 - 8.10 No smoking is allowed in the Pool or Recreation area, including Club Lounge.
 - 8.11 No consuming of food in Pool, Spa, Gymnasium or Sauna.
 - 8.12 No scooter, skate boards, roller skates, bicycles or like allowed in Pool or Recreation area.
 - 8.13 No dogs or other animals allowed in Pool or Recreation area.
- 9. Maintenance of Recreational Facilities.** An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the same.
- 10. Barbecues.**
- 10.1 The barbecue area shall not be used between the hours of 9.00pm and 7.00am without the consent of the Committee.
 - 10.2 An owner or occupier of a lot shall be suitably attired in the barbecue area at all times and shall ensure that their invitees and guests are also suitably attired at all times.

10.3 Barbeques to be left in a clean condition after use.

11 Rules re Recreation Facilities.

11.1 The Committee may make rules relating to the use of the Recreation Facilities and any other facilities on in or about the Common Property (and any areas adjacent thereto), not inconsistent with these by-laws and the same shall be observed by the owners and occupiers unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

11.2 An occupier may reserve the use of the Club Room by applying in writing to the Manager to obtain its prior consent. The Committee shall have the authority to make rules for the reservation and use of the Club Room provided they are not inconsistent with these by-laws and the same shall be observed by the occupiers unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners. Without limiting the authority of the Committee, rules may be made with respect to:-

11.2.1 cleaning the Club Lounge;

11.2.2 serving of alcohol subject to Local Government restrictions;

11.2.3 replacement of breakages;

11.2.4 annoying or offensive behaviour.

The breach of such rules shall be a breach of this by-law.

11.3 If an occupier has validly reserved the use of the Club Room, other occupiers shall not interfere with the occupier's use of the Club Room, however, reservation of the Club room does not provide exclusive use of the barbeques or area adjoining the Club Room.

11.4 Apart from the Club Room no other area of the pool or recreation area can be reserved for exclusive use.

12. Instructions to Contractors etc. The owners of lots shall not directly instruct any contractors or workmen contracted by the Committee unless so authorised.

13. Garbage Disposal. An owner or occupier of a lot shall:

13.1 save where the Committee provides some other means of disposal of garbage, maintain within their lot, or on such part of the Common Property as may be authorised by the Committee, in a clean and dry condition and adequately covered, a receptacle for garbage (i.e. a bin);

13.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;

13.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by their disposal of garbage;

13.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles;

13.5 where the bin for the lot contains garbage, have the bin available for collection on collection days in a way acceptable to the garbage collector;

13.6 where the lot is not accessible by the garbage collector, have the bin for the lot placed in a corral or other collection point designated by the Committee; and

13.7 promptly return the bin to its correct storage place after collection. Bins must be returned on the same day collection occurs. No bin will be left at the collection point for more than 24 hours.

14. Appearance of Buildings and Signs.

- 14.1 Subject to any by-law to the contrary, an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from the Common Property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 14.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.
- 14.3 The Manager shall be permitted without the consent of the Committee to display reasonable signs or notices on the scheme land (as defined in the Body Corporate and Community Management Act 1997) for the purposes of offering for sale or lease or letting any lot in the scheme land, provided that such signs shall be of a standard that shall not detract from the overall appearance of the scheme land and do not amount to an occupation or improvement of the Common Property;
- 14.4 For the purposes of these by-laws the word "Manager" shall mean the person or corporation who has been engaged by the Body Corporate to carry out caretaking duties or authorised to carry out letting of lots in the Scheme.

15. Inflammable Liquids, Gases or Other Materials.

- 15.1 An owner or occupier of a lot shall not bring to, do or keep anything in their lot which shall increase the rate of fire insurance on any property on the scheme land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the group title plan or the regulations or ordinances of any Public Authority for the time being in force;
- 15.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on their lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes including gas barbecues, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. Keeping of Animals.

- 16.1 An occupier of a lot may keep a maximum of two animals on the lot on the following conditions:-
- 16.1.1 the animal must be a domestic dog or domestic cat;
 - 16.1.2 the animal must be controlled whilst on Common Property;
 - 16.1.3 a photograph and the name of the animal shall be supplied to the Manager;
 - 16.1.4 the animal must not cause a nuisance to other occupiers; and
 - 16.1.5 the occupier in control of the animal must clean up after the animal on both common property areas and the owners/occupiers Lot, including daily removal of faeces from the lot.
 - 16.1.6 Cats must be wholly contained within the Lot at all times.
- 16.2 Except as allowed under by-law 16.1, the occupier of a lot must not without the Body Corporate's written approval:-
- 16.2.1 bring or keep an animal on the lot or the Common Property;
 - 16.2.2 permit an invitee to bring or keep an animal on the lot or the Common Property.
- 16.3 If this by-law is inconsistent with any law such as the Guide Dogs Act 1972, the law shall prevail to the extent of any inconsistency.

16.4 If the Committee is satisfied that there is persistent contravention of this by-law in relation to a particular animal, the Committee may give a notice in writing to the relevant occupier that the animal must be removed from the Scheme Land and is not to return. The relevant occupier shall remove the animal within 14 days of the date the notice is served on the occupier.

17. Auction Sales & Garage Sales

17.1 An owner or occupier of a lot shall not permit any auction or garage sale to be conducted or to take place in their lot or upon the scheme land without the prior approval in writing of the Committee.

17.2 Any event that invites the Public to enter the Estate, including Open House Inspections, requires Body Corporate Committee approval, which will only be granted if attendees are required to provide Photo identification and complete a register showing, name and address of attendees and the register shall be available to the Body Corporate Committee upon request.

18. Right of Entry.

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

18.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this by-law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

19. Noise.

19.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in their lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.

19.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of their lot and also such further steps as may be within their power for the same purpose.

19.3 Guests leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.

19.4 An owner or occupier of a lot shall not operate or permit to be operated upon the scheme land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.

- 19.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to cause annoyance to any other owner or occupier of a lot.
- 19.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to cause annoyance to any other owner or occupier of a lot.
- 20. Use of Lots.** Subject to any by-law to the contrary, an owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a residence or for accommodation, nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the scheme land.
- 21. Infectious Diseases.** In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.
- 22. Fences, Pergolas, Screens, External Blinds or Awnings.** Except as allowed under an exclusive use by-law, an owner of a lot shall not construct or permit the construction or erection of any fence, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property unless the prior written consent of the Body Corporate is obtained. External blinds or awnings must not detract from the Amenity of the scheme. An owner may construct a pergola on the patio area of the owner's lot, provided that the style, design and colour of the pergola shall be consistent with the lot and does not detract from the amenity of the Scheme and is according to plans approved by the Body Corporate. Any proposed alteration to a lot of a substantial nature or that impacts an adjoining lot, shall require approval at a general meeting. The occupier of the lot shall repair and maintain the pergola so that any part of the pergola visible from outside the lot is kept in an attractive state. An Occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of pergola once constructed. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective agents and contractors and any entry on to the lot pursuant to this by-law shall not constitute trespass. An owner of a lot may also enclose that part of the lot (if any) designed for storage of a golf buggy provided enclosure is consistent with the lot to which it attaches and the enclosure will not detract from the amenity of the Scheme. An owner must obtain the committee's prior written approval prior to commencement of construction of the enclosure. 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 an owner will comply with all such requests..
- 23. 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. The Committee shall 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 PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed.
- 24. Alterations to the Exterior of Lots.** An owner or occupier of a lot shall not paint or re-paint or carry out any work to the exterior of any lot except as allowed under the Act or these by-laws. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective agents and contractors and any entry on to the lot pursuant to this by-law shall not constitute trespass.

- 25. Maintenance Responsibility of Alterations to Common Property.** Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a general meeting of the Committee, be repaired and maintained by the owner for the time being of such lot.
- 26. Curtains, Venetian Blinds and Window Tinting.** An owner shall not hang curtains, install venetian blinds vertical blinds shutters or apply window tinting visible that detracts from the amenity of the scheme.
- 27. Maintenance of Lots.**
- 27.1 Each occupier shall ensure that their lot is kept and maintained so as not to be offensive in appearance or odour to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the Common Property exterior of the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.
- 27.2 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be, hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances, the cost involved is payable by the owner or occupier of the lot.
- 27.3 Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 28 Taps.** An owner or occupier of a lot shall not waste water and shall see that all water taps in their lot are promptly turned off after use.
- 29 Water Closets.** The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by their own actions or those of their servants, agents, licensees or invitees.
- 30 Behaviour of Invitees.**
- 30.1 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.
- 30.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 30.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 30.4 The duties and obligations imposed by these by-laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.

- 30.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.
- 30.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.
- 31 Notice of Defect.** An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.
- 32. Body Corporate Empowered to enter into Agreements.** Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the scheme land or improvements on the scheme land or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate.
- 33. Management/Letting Unit.** Lot 45 may be used both for residential purposes and for the purposes of management of the scheme land and/or for the letting of lots in the scheme land on behalf of the owners and/or the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the scheme land and the owner or occupier of lot 45 may without the consent of the Committee display signs or notices in or on the scheme land for the purposes of offering for lease or for letting any lot in the scheme land. For the purposes aforesaid, the Body Corporate shall grant to the owner of lot 45 the right to carry on in the scheme land the business of managing and/or the letting of lots in the scheme land and for that purpose, may enter into, from time to time, an appropriate agreement or agreements on such terms and conditions as the Body Corporate may deem fit. Without derogating from the generality of the aforesaid, the Body Corporate may agree not to allow any person or corporation other than the owner or occupier of lot 45 to use any part of or all of the scheme land to carry on or to directly or indirectly engage in or be concerned in the business of management of the scheme land and/or of the letting of lots within the scheme land and/or the providing of any of the services referred to in this by-law, provided such agreement is not inconsistent with any existing caretaking or letting agreements.
- 34. Committee may Contract.** The Committee may contract for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.
- 35. Correspondence.** All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.
- 36. Requests to the Secretary.** An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.
- 37. Notices.** An owner or occupier of a lot, their servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.
- 38 Copy of By-Laws to be Produced Upon Request.** Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of the By-Laws for the time being in force in respect of the scheme land.

39. Power of Committee. The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the scheme land, 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.

40. Exclusive Use - Courtyard

40.1 This by-law may attach to a lot on the basis of an authorized allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of common property allocated by way of an authorized allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

40.2 The details of the areas of common property over which exclusive use has been granted and the applicable lot shall be recorded in Schedule E and defined on a plan in a New Community Management Statement.

40.3 Subject to by-law 40.5, the rear courtyard exclusive use areas granted under this by-law are to be used by the occupiers of each lot as a garden and courtyard area only and the provisions of by-law 5 shall be observed by each occupier. Each occupier has the permission of the Body Corporate to make an improvement to the exclusive use rear courtyard area to install:

- an air-conditioner unit and attachments and/or
- a hot water system and/or
- a satellite dish

to the occupier's lot, provided the consent of the Body Corporate is first obtained. In granting its consent, the Body Corporate may impose conditions on the style, size and colour of the proposed additions permitted under this by-law. Any satellite dish must be appropriately screened to ensure there is no adverse impact on the visual amenity of the lot or the scheme land.

40.4 Each owner shall be responsible for the maintenance, operating costs and upkeep of their exclusive use courtyard area which extend beyond the front building alignment of the dwelling constructed on the lot (including any improvements allowed under by-law 40.3). The occupier of the lot shall maintain the garden (including the lawn) and shall keep the exclusive use courtyard area in a neat and tidy condition. The owner and occupier of each lot shall allow access to the rear courtyard area to allow the Body Corporate Committee, manager or their sub-contractors to inspect the rear courtyard area to ensure that the area is being properly maintained and the garden and lawn are in a neat and tidy condition. The Body Corporate will maintain gardens and lawns existing in any exclusive use area which is forward of the front building alignment (ie between the front building alignment and the street) of the dwelling constructed on the lot.

40.5 The owners of lots which, in the opinion of the Committee, have rear courtyard exclusive use areas suitable for a spa or pool are authorised to make an improvement to the exclusive use rear courtyard area to install a spa or pool and related equipment, provided the consent of the Body Corporate is first obtained in writing. In granting its consent, the Body Corporate may impose conditions on the style, size and colour of the spa or pool and its attachments. If a lot has a spa or pool in its exclusive use area, the owner of the lot shall be responsible for the maintenance, operating costs and upkeep of the spa or pool. The occupier of the lot shall repair and maintain any spa or pool so that any part of the spa or pool visible from outside the lot is kept in an attractive state and the spa or pool does not create undue noise or leakage which may affect the common property or other owners or occupiers. An owner or occupier shall not except with the consent in writing of the Body Corporate, change the size or type of spa or pool.

40.6 Owners of Lots which have an exclusive use yard area are authorised to make an improvement to that exclusive use area to install a pergola over the exclusive use area. The style, design and colour of the pergola shall be consistent with the lot to which the exclusive use area attaches, shall not detract from the amenity of the Scheme and be according to plans approved by the Body Corporate Committee. The Owner of such lot shall also have the special right to affix the pergola where reasonable to the common property on the outside of the lot. The Owner of the lot shall ensure that the pergola matches the colour and style of the dwelling and be of a high quality of design and workmanship. The Occupier shall repair and maintain the pergola so that any part of the pergola visible from outside the lot is kept in an attractive state. An Occupier shall not, except with the consent in writing of the Body Corporate Committee, change the size, type or colour of pergola once constructed.

40.7 If an owner or occupier does not comply with this by-law, the Body Corporate may issue a written notice to remedy to the owner and/or occupier. If the owner or occupier does not remedy the breach of this by-law within a reasonable timeframe as set by the Committee, the Body Corporate may lodge a complaint with the Office of the Commissioner for rectification. The owner may appeal the Body Corporate Committee decision by referring to the Body Corporate Commissioners office.

41. Air-Conditioners

41.1 The occupier of each lot shall repair and maintain any air-conditioner that services the lot so that any part of the air-conditioner visible from outside the lot is kept in an attractive state and the air-conditioner does not create undue noise or leakage which may affect the common property or other owners or occupiers.

41.2 An owner or occupier shall not, except with the consent in writing of the Committee, change the size, type or replace or install any air-conditioner on the lot or common property.

42 Washing Lines

42.1 Outdoor drying facilities, including washing lines, hoists and racks ("drying facilities") shall not be placed upon the common property or used by occupiers in a way which is visible from outside the lot, except where the consent of the Committee has first been obtained. Where the Committee grants its consent to an occupier the following conditions shall apply in addition to any other reasonable conditions imposed by the Committee:-

42.1.1 Drying facilities shall not be changed or replaced with a different type of drying facility except with the consent of the Committee.