

FORM B2

(Note 1)

Form Approval No. B1331

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

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FORM 25
STRATA TITLES ACT 1985
SECTION SC(1)
THE OWNERS OF CERESA RIVER APARTMENTS
STRATA PLAN NUMBER 55597
MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)
RIVERVALE CONCEPTS PTY LTD (ACN 100 318 649).

(Description of parcel the subject of the Plan)
Lot 884 on Deposited Plan 40173, the whole of the land in Certificate of Title Volume 2588 folio 495.

This Management Statement lodged or to be lodged with a strata plan in respect of the above land sets out the bylaws of the strata company or amendments to the bylaws contained in schedule 1 and schedule 2 of the Strata Titles Act 1985 that are to have effect upon registration of the strata plan.

- The Schedule 1 Bylaws are amended and repealed or added to as follows:
The bylaws in Schedule 1 to the Act and numbered 1 to 15 inclusive, as they apply to the scheme referred to in the strata plan are repealed and the Schedule 1 Bylaws numbered 1 to 49 inclusive as appears in the Schedule hereto are adopted.
- The Schedule 2 Bylaws are amended, repealed or added to as follows:
The Bylaws in Schedule 2 to the Act are repealed.

Dated this 14TH day of JULY 2008.

EXECUTED by RIVERVALE CONCEPTS PTY LTD (ACN 100 318 849) pursuant to section 127 of the *Corporations Act 2001*:

<i>signature</i>	<i>signature</i>
Director	Director / Secretary*
Sole Director and Sole Secretary	
<i>JOHN CHAN</i>	<i>DARREN JOHN P*****</i>
Full Name (Please Print)	Full Name (Please Print)

* Delete if inapplicable

REFER NEXT PAGE

LANDGATE COPY OF ORIGINAL NOT TO SCALE Tue Jul 29 08:04:04 2008 JOB 30741188

ENCUMBRANCE

Mortgage 1862308 to Commonwealth Bank of Australia

Wet Commonwealth Bank of Australia (ACN 123 123 124), being the Mortgagee under Mortgage Number 1862308

registered as an encumbrance against the land hereby consent to this Deed.

ANDREW JENKINS

*** ATTORNEY OF

COMMONWEALTH BANK OF AUSTRALIA

ACN 123 123 124 and signed as

Attorney on behalf of said bank

In the presence of

initialled

An officer of the said Bank

COMMONWEALTH BANK

OF AUSTRALIA

By its Attorney

signature ANDREW JENKINS

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CONTENTS

NO.	DESCRIPTION	PAGES
1.	DEFINITIONS	1
2.	DUTIES OF PROPRIETOR, OCCUPIERS, ETC.	2
3.	CONSTITUTION OF THE COUNCIL	3
4.	ELECTION OF COUNCIL	4
5.	CHAIRMAN, SECRETARY AND TREASURER OF COUNCIL	5
6.	CHAIRMAN, SECRETARY AND TREASURER OF STRATA COMPANY.....	6
7.	MEETINGS OF COUNCIL.....	6
8.	POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY.....	6
9.	POWERS AND DUTIES OF TREASURER OF STRATA COMPANY	7
10.	GENERAL MEETINGS OF STRATA COMPANY	7
11.	PROCEEDINGS AT GENERAL MEETINGS.....	8
12.	RESTRICTION ON MOVING MOTION OR NOMINATING CANDIDATE	9
13.	VOTES OF PROPRIETORS.....	9
14.	A PROXY NEED NOT BE A PROPRIETOR	9
15.	COMMON SEAL.....	9
16.	USE OF PREMISES	9
17.	REPAIR AND MAINTENANCE OF PREMISES	10
18.	ALTERATIONS TO LOT	10
19.	EXCLUSIVE USE	11
20.	INDIVIDUAL AIR CONDITIONING SYSTEMS.....	12
21.	BEHAVIOUR	12
22.	VEHICLES.....	13
23.	RESPONSIBILITY FOR PROPRIETOR'S INVITEES	13
24.	BLOCKAGE OF DRAINAGE PIPES	14
25.	PROPRIETOR TO ADVISE OF DEFECTS.....	14
26.	DAMAGE TO COMMON PROPERTY	14
27.	INSTRUCTING CONTRACTORS BY PROPRIETORS.....	14
28.	GARBAGE DISPOSAL	14
29.	SIGNS	15
30.	ANTENNA.....	15

31.	PETS	15
32.	TEMPORARY BUILDING.....	15
33.	MOVING FURNITURE	16
34.	FLOOR COVERINGS	16
35.	CLEANING WINDOWS.....	16
36.	DRYING	16
37.	STORAGE OF INFLAMMABLE LIQUIDS	16
38.	FIRE PROOFING.....	16
39.	FLOOR LOADING	16
40.	CAR BAYS	17
41.	RULES.....	17
42.	PENALTY FOR BREACH OF BYLAWS	17
43.	STRATA COMPANY MANAGEMENT	17
44.	INSURANCE RATES.....	19
45.	RECOVERY OF COSTS BY STRATA COMPANY	19
46.	SECURITY AND FIRE SAFETY.....	20
47.	SMOKING	21
48.	USE OF SWIMMING POOL	21
49.	ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	22

SCHEDULE 1

BY-LAWS

1. Definitions

1.1 The following words have these meanings in the Schedule 1 Bylaws unless the contrary intention appears:

"Bylaws" means the bylaws adopted by the strata company from time to time;

"Common Property" has the same meaning as in the Act;

"Council" means the Council of the strata company established pursuant to the bylaws;

"Facilities" means all the facilities in or about the Common Property intended for the use and enjoyment of Proprietors and including but not limited to the swimming pool, spa, barbeque, gymnasium, owners lounge, function room and games room;

"Fixtures and Fittings" means any fixtures and fittings in or about a lot;

"Insured Risk" means fire, lightning, explosion, aircraft (including articles dropped from aircraft) riots, civil commotion, malicious persons, earthquakes, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the strata company may from time to time insure against;

"Land" means all the land comprised in the strata plan;

"Local Authority" means the local authority as may from time to time have jurisdiction over the scheme;

"Lot" or "lot" means a strata lot formed upon registration of the strata plan;

"Original Proprietor" means the registered proprietor of the land before the scheme was constituted by registration of the strata plan;

"Proprietor" means the proprietor from time to time of a lot and the proprietor's successors in title, personal representatives, permitted assigns and transferees of registered mortgagee in possession;

"Proprietor's invitee" means each of the proprietor's agents, contractors, tenants, lessees, licensees, invitees and those persons who at any time are under the control of and in or upon a lot or the common property with the consent (express or implied) of a proprietor;

"Premises" means the proprietor's lot together with the fixtures and fittings and that portion of the common property which is exclusive use property;

"Rules" means the rules adopted by the strata company from time to time pursuant to bylaw 41 of Schedule 1 Bylaws;

"Schedule 1 Bylaws" means the Schedule 1 Bylaws 1 to 49 Inclusive;

"Scheme" means the strata scheme constituted upon registration of the strata plan;

"Strata Company" means the strata company constituted by the registration of the strata plan;

"Strata Company Manager" means the person who is appointed from time to time as strata company manager

pursuant to bylaw 43 of Schedule 1 Bylaws;

'Strata Plan" means the strata plan and any subdivision thereat registered from time to time in respect of the land.

1.2 Interpretation

In the Schedule 1 Bylaws:

1.2.1 Reference to any statute or statutory provision includes a reference to:

1.2.1.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it

1.2.2 Words denoting the singular number shall include the plural and vice versa.

1.2.3 Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 Bylaws.

1.3 Severability

If any Schedule 1 Bylaw is invalid or unenforceable, then the remaining Schedule 1 Bylaws shall be valid and enforceable.

1.4 Application

The Schedule 1 Bylaws:

1.4.1 apply in respect of the common property and all lots; and

1.4.2 bind a proprietor's invitees.

2. Duties of Proprietor, occupiers, etc.

2.1 A proprietor shall:

2.1.1 forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;

2.1.2 repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

2.2 A proprietor shall:

2.2.1 notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under the Act; and

- 2.2.2 if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- 2.3 A proprietor, occupier or other resident of a lot shall:
 - 2.3.1 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
 - 2.3.2 not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
 - 2.3.3 take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
 - 2.3.4 take all reasonable steps to ensure that his visitors comply with the bylaws of the strata company relating to the parking of motor vehicles.
- 3. Constitution of the Council
 - 3.1 The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.
 - 3.2 Until the Inaugural meeting of the strata company, the original proprietor of all the lots shall constitute the council, so long as the original proprietor is the proprietor of a lot it may nominate one person to be a member of the Council without the necessity of the nominee requiring to nominate for election each year. When the original proprietor no longer is the proprietor of a lot its nominee shall resign and this bylaw shall no longer apply.
 - 3.3 The council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
 - 3.4 The members of the council shall be elected at each annual general meeting of the strata company.
 - 3.5 In determining the number of proprietors for the purposes of this bylaw, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
 - 3.6 If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
 - 3.7 On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
 - 3.8 The strata company may by special resolution remove any member of the council before the expiration of his term of office.

- 3.9 A member of the council vacates his office as a member of the council:
 - 3.9.1 if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - 3.9.2 upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - 3.9.3 at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re-elected; or
 - 3.9.4 where he is removed from office under bylaw 3.8 of Schedule 1.
 - 3.10 Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under bylaw 3.8, the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
 - 3.11 Except where the original proprietor constitutes the council, a quorum of the council shall be 2 where the council consists of 3 or 4 members 3, where it consists at 5 of 6 members and 4, where it consists of 7 members.
 - 3.12 The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these bylaws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council of convening a general meeting of the strata company, but for no other purpose.
 - 3.13 All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.
4. Election of council
- 4.1 The procedure for nomination and election of members of a council shall be in accordance with the following rules:
 - 4.1.1 the meeting shall determine, in accordance with the requirements of bylaw 3.3 of Schedule 1 the number of persons of whom the council shall consist:
 - 4.1.2 the chairman shall call upon those persons entitled to nominate candidates to nominate candidates for election to the council.
 - 4.2 A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
 - 4.2.1 in writing, and furnished to the chairman at the meeting;
 - 4.2.2 orally by nominee who is present at the meeting.
 - 4.3 When no further nominations are forthcoming, the chairman:
 - 4.3.1 where the number of candidates equals the number of members of the council determined in accordance with the requirements of bylaw 3.3 of Schedule 1, shall declare those candidates to be elected as members of the council;
 - 4.3.2 where the number of candidates exceeds the number of members of the council as so determined,

shall direct that a ballot be held.

- 4.4 If a ballot is to be held, the chairman shall:
 - 4.4.1 announce the names of the candidates; and
 - 4.4.2 cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- 4.5 A person who is entitled to vote shall complete a valid ballot paper by:
 - 4.5.1 writing thereon the names of candidates. equal in number to the number of members of the council so that no name is repeated;
 - 4.5.2 indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - 4.5.3 signing the ballot-paper; and
 - 4.5.4 returning it to the chairman.
- 4.6 The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- 4.7 Subject to bylaw 4.8 of Schedule 1, candidates, being equal in number to the number of members of the council determined in accordance with bylaw 3.3 of Schedule 1, who receive the highest numbers of votes shall be declared elected to the council.
- 4.9 Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in bylaw 4.7 of Schedule 1:
 - 4.8.1 that number equals the number of votes recorded in favour of any other candidate; and
 - 4.8.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.
- 5. Chairman, Secretary and Treasurer of council
 - 5.1 The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
 - 5.2 A person:
 - 5.2.1 shall not be appointed to an office referred to in bylaw 5.1 of Schedule 1 unless he is a member of the council; and
 - 5.2.2 may be appointed to one or more of those offices.
 - 5.3 A person appointed to an office referred to in bylaw 5.1 of Schedule 1 shall hold office until:
 - 5.3.1 he ceases to be a member of the council;

- 5.3.2 receipt by the strata company of notice in writing of his resignation from that office; or
- 5.3.3 another person is appointed by the council to hold that office;
- whichever first happens.
- 5.4 The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

- 6. Chairman, Secretary and Treasurer of Strata Company
- 6.1 Subject to bylaw 6.2 of Schedule 1 the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- 6.2 A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- 6.3 A person appointed under bylaw 6.2 of Schedule 1 may act until the end of the meeting for which he was appointed to act.

- 7. Meetings of council
- 7.1 At meetings of the council, all matters shall be determined by a simple majority vote.
- 7.2 The council may meet together for the conduct of business and adjourn and:
 - 7.2.1 otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;
 - 7.2.2 subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of his powers and duties as it thinks fit, and at any time revoke the delegation.
- 7.3 A member of a council may appoint a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- 7.4 A proprietor or individual may be appointed under bylaw 7.3 of Schedule 1 whether or not he is a member of the council.
- 7.5 If a person appointed under bylaw 7.3 of Schedule 1 is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- 7.6 The council shall keep minutes of its proceedings.

- 8. Powers and duties of secretary of strata company
- 8.1 The powers and duties of the secretary of a strata company include:

- 8.1.1 the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;
 - 8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act;
 - 8.1.3 the supply of Information on behalf of the strata company in accordance with section 43(1)(a) and (b) of the Act;
 - 8.1.4 the answering of communications addressed to the strata company;
 - 8.1.5 the calling of nominations of candidates for election as members of the council; and
 - 8.1.6 subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.
9. Powers and duties of treasurer of strata company
- 9.1 The powers and duties of the treasurer of a strata company include:
 - 9.1.1 the notifying of proprietors of any contributions levied pursuant to the Act;
 - 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company;
 - 9.1.3 the preparation of any certificate applied for under section 43 of the Act; and
 - 9.1.4 the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.
10. General meetings of strata company
- 10.1 General meetings at the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
 - 10.2 All general meetings other than the annual general meeting shall be called extraordinary general meetings.
 - 10.3 The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
 - 10.4 if the council does not within 21 days after the date of the making of a requisition under Schedule 1 proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-quarter of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
 - 10.5 Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any

proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

- 10.6 If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice at that item as an item of special business in accordance with bylaw 10.5 of Schedule 1.
11. Proceedings at general meetings
- 11.1 All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- 11.2 Except as otherwise provided in these bylaws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 11.3 One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- 11.4 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- 11.5 Bylaws 11.3 and 11.4 of Schedule 1 do not apply to a general meeting of a strata company referred to in Section 50B.
- 11.6 The chairman may, with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 11.7 All resolutions must be proposed by a proprietor or his or her duly appointed proxy and seconded by another proprietor or his or her duly appointed proxy.
- 11.8 Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- 11.9 At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- 11.10 Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 11.11 A demand for a poll may be withdrawn.
- 11.12 A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- 11.13 In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

12. Restriction on moving motion or nominating candidate
A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

13. Votes of Proprietors
 - 13.1 On a show of hands each proprietor has one vote.
 - 13.2 On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
 - 13.3 On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
 - 13.4 An instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney and may be either general or for a particular meeting.

14. A proxy need not be a Proprietor.
 - 14.1 Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors at the meeting have been duly paid before the commencement of the meeting.
 - 14.2 Co-proprietors may vote by proxy jointly appointed by them and in the absence at such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
 - 14.3 On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.
 - 14.4 The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

15. Common seal
 - 15.1 The common seal of the strata company shall at no time be used except by authority at the council previously given and in the presence of the members of the council or at least 2 members at the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of Schedule 1.
 - 15.2 The council shall make provision for the safe custody of the common seal.

16. Use of Premises
 - 16.1 Subject to this Schedule 1 bylaw 16 a proprietor of a residential lot may only use his lot as a residence.
 - 16.2 Notwithstanding bylaw 16.1 a proprietor of a residential lot may:
 - 16.2.1 grant occupancy rights in respect of his lot to residential tenants;
 - 16.2.2 conduct business from his lot so long as:
 - 16.2.2.1 the proprietor does not invite customers of the business to visit the lot for the purpose of

- conducting the business;
- 16.2.2.2 the conduct of the business from the lot does not breach any local authority bylaw or regulation;
- 16.2.2.3 the conduct of the business does not cause any inconvenience to the proprietors at other lots;
- 16.2.2.4 the business does not involve the manufacture storage or vending of goods.
- 16.3 Notwithstanding bylaw 16.1 the original proprietor of the land may use any lot owned by the original proprietor for the purpose of display to prospective purchasers of that or other lots within the scheme.
- 16.4 It a proprietor grants occupancy rights in respect of his lot he shall:
 - 16.4.1 promptly provide the council with the full name of each occupier;
 - 16.4.2 give each occupier a copy of the bylaws and the rules (if any) at the commencement of the occupation; and
 - 16.4.3 procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the bylaws and the rules and that any breach thereof will constitute a breach of the occupancy agreement which will entitle the proprietor to terminate the occupancy agreement with the occupier.

- 17. Repair and Maintenance of Premises
 - 17.1 A proprietor shall at the proprietor's cost:
 - 17.1.1 maintain his premises in a good state of repair and condition;
 - 17.1.2 maintain his premises in a clean condition free from all vermin and insects;
 - 17.1.3 replace in a timely fashion all those parts of his premises which are beyond repair or which may become a nuisance or a hazard.

- 18. Alterations to Lot
 - 18.1 A proprietor shall not commence any structural alterations building or associated works of any kind to his lot before he has:
 - 18.1.1 obtained all the necessary approvals and permits of the local authority;
 - 18.1.2 obtained the consent of the strata company if the structural alterations are prescribed improvements within the meaning of section 7 of the Act;
 - 18.1.3 given to the strata company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and compete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the local authority pursuant to bylaw 18.1.1;
 - 18.1.4 indemnified the strata company in respect of any cost expense or liability that may be incurred by the Strata company consequent upon the proprietor undertaking the structural alterations building or

associated works which indemnity shall be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the proprietor.

- 18.2 In causing or allowing any structural alterations building or associated works of any kind to be carried out on his lot, a proprietor shall ensure:
 - 18.2.1 that all tradesmen's vehicles are parked, stored or kept within that part of the proprietor's lot intended for use as a car parking bay;
 - 18.2.2 that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
 - 18.2.3 that no security door or gate within the scheme remains open while the works are carried out;
 - 18.2.4 that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
 - 18.2.5 that access to or egress from the proprietor's lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the caretaker or, in the absence of the caretaker, the strata company manager;
 - 18.2.6 that no noxious or offensive activity shall be carried on upon his lot between the hours of 5:00 p.m. and 8:30 a.m. or at any time on a Saturday or Sunday nor shall anything be done thereon which may be or may become an annoyance or nuisance to the proprietors of other lots or which shall in any way interfere with the quiet enjoyment of other proprietors and without limiting the generality of the foregoing no mechanical or pneumatic tools shall be used in the performance of the works during the hours hereinbefore defined in this bylaw;
 - 18.2.7 that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot.

- 19. Exclusive Use
 - 19.1 In this Bylaw "exclusive use property" means every portion of common property comprising:
 - 19.1.1 decorative fixtures and fittings including but not limited to wall tiles, floor tiles, doors, door handles and locks, light fittings, windows and plate glass and screens which are appurtenant to a proprietor's lot; and
 - 19.1.2 that portion of the common property required for an airconditioning system approved by the strata company in accordance with bylaw 20.
 - 19.2 The strata company grants to each proprietor who signs a written consent in a form reasonably required by the strata company exclusive use of the exclusive use property relevant to the proprietor's lot.
 - 19.3 The strata company may withdraw the exclusive use rights or any part thereof described in this bylaw 19 of this Schedule 1 if 7 days after service of a written notice from the strata company a proprietor fails to maintain and repair or replace the exclusive use property in accordance with bylaw 17 of this Schedule 1 or fails to remove an air conditioning system in accordance with bylaw 20 of this Schedule 1.
 - 19.4 Should a proprietor fail to comply with a notice served by the strata company pursuant to bylaw 19.3 of this

Schedule 1 then the strata company may at the proprietor's cost enter the proprietor's lot or his premises for the purpose of maintaining and repairing or replacing the proprietor's exclusive use property.

- 20. Individual Air Conditioning Systems
 - 20.1 No proprietor shall affix any airconditioning system without the prior written approval of the Council which approval can be withheld if, in the sole opinion of the Council, the proposed airconditioning system is or is likely to be either:
 - 20.1.1 so noisy as to cause a disturbance to adjoining proprietors; or
 - 20.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.
 - 20.2 Without prejudice to the generality of bylaw 20.1, in the event of the airconditioning system or any part thereof becoming unsafe or deteriorating, the proprietor shall within 7 days of service of a written notice from the strata company either:
 - 20.2.1 remove the airconditioning system and reinstate and restore any common property to the same state and condition as existed at the time the airconditioning system was installed; or
 - 20.2.2 subject to complying with bylaws 19 and 20 of this Schedule 1 replace the airconditioning system.
 - 20.3 Should a proprietor:
 - 20.3.1 fail to repair and maintain the airconditioning system pursuant to bylaw 17; or
 - 20.3.2 fail to remove the air conditioning system after receiving written notice from the strata company pursuant to bylaw 19.3 of this Schedule 1, then the strata company may enter the proprietor's lot or his premises and:
 - 20.3.3 repair and maintain the airconditioning system at the cost of the proprietor; or
 - 20.3.4 remove the airconditioning system and reinstate and restore the common property at the cost of the proprietor and withdraw the exclusive use rights granted to a proprietor over that portion of the common property required for the airconditioning system granted pursuant to this bylaw 20.
- 21. Behaviour
 - 21.1 A proprietor shall not:
 - 21.1.1 use his premises or any part of the common property for any purpose which may be a breach of the bylaws, the regulations or bylaws of the local authority or any other governmental regulation or law;
 - 21.1.2 use his premises for any purpose that may be illegal or immoral or injure the reputation of the scheme as a luxury residential complex;
 - 21.1.3 obstruct the lawful use of the common property (other than his exclusive use property) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads, pathways, of any lot or any part of the common property (other than his exclusive use property) to any person lawfully using the same;

- 21.1.4 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other person lawfully using the common property;
- 21.1.5 make undue noise in or about his premises or the common property that disturbs any other person or that contravenes the regulations, or bylaws of the local authority or any other governmental regulation or law;
- 21.1.6 permit any child of whom he has control to play upon common property or use the facilities unless accompanied by an adult person exercising effective control;
- 21.1.7 use language or behave in a manner likely to cause offence or embarrassment to any person lawfully using common property;
- 21.1.8 be inadequately or inappropriately clothed when upon common property;
- 21.1.9 ride bicycles, skateboards or rollerblades or like equipment on any portion of the common property;
- 21.1.10 without the written consent of the strata company, maintain within his premises anything visible from outside his premises which is not in keeping with the amenity or reputation of the scheme as a residential complex;
- 21.1.11 allow the escape of water from the proprietors' garden or balconies in or on any adjacent lot.

22. Vehicles

- 22.1 Neither a proprietor nor a proprietor's invitee shall:
 - 22.1.1 drive or control any vehicle at a speed in excess of ten (10) kilometres per hour within the Scheme;
 - 22.1.2 conduct repairs on or restoration to any vehicle, on any portion of the common property or premises or on any lot;
 - 22.1.3 use a designated parking bay for any purpose other than parking one motor vehicle;
 - 22.1.4 park or stand any vehicle upon those portions of the common property not allocated for that purpose, except with the prior written approval of the strata company;
 - 22.1.5 use any part of the common property for the parking or standing of a caravan, camper van, trailer, marine craft or commercial vehicle;
 - 22.1.6 park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area, or any part of the common property.

23. Responsibility for Proprietor's Invitees

- 23.1 A proprietor shall:
 - 23.1.1 take reasonable steps to ensure that the proprietor's invitees observe and comply with the bylaws and the rules and if the proprietor is unable to ensure such compliance then the proprietor upon written notice from the strata company must take reasonable steps to have the proprietor's invitees leave the scheme;

- 23.1.2 compensate the strata company for any damage, loss, expense or claim occasioned by the strata company and caused or contributed to by the proprietor's invitees.
24. Blockage of Drainage Pipes
- 24.1 The toilets and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- 24.2 Any cost incurred by the strata company in repairing any damage or blockage resulting to such toilets, water apparatus, waste pipes and drains caused by a breach of bylaw 24.1 of Schedule 1 shall be borne by the proprietor whether the same is caused by his own actions or those of the proprietor's invitees.
25. Proprietor to Advise of Defects
- 25.1 A proprietor shall give the caretaker or, in the absence of the caretaker, the Strata Company manager prompt notice of any accident to or defect in or want of repair in respect to the supply of sewer, water, gas, electricity, telephone or any other service situated within his lot or premises or the common property which comes to his knowledge.
- 25.2 The Strata Company shall have authority to enter upon any premises at all reasonable times, by its agents or contractors, having regard to the urgency involved, to carry out such repairs or renovations to common property as may be necessary.
26. Damage to Common Property
- Should any damage be caused to any part of the common property by any proprietor or proprietor's invitees then the proprietor shall be responsible for the cost to the strata company of making good such damage.
27. Instructing Contractors by Proprietors
- 27.1 Neither a proprietor nor a proprietor's invitee shall instruct any contractor or workmen employed by the strata company unless authorised to do so by the caretaker or in the absence of the caretaker the strata company manager.
- 27.2 If a proprietor or proprietor's invitees instructs a contractor or workmen without authorisation the proprietor shall be responsible for the payment to the strata company of any additional cost or expense to the strata company arising from that instruction and shall be further responsible for the cost of removing or altering any work performed by the contractor or workmen pursuant to that instruction.
28. Garbage Disposal
- 28.1 A proprietor shall:
- 28.1.1 maintain on his lot or on such part of the common property as may be designated by the strata company for that purpose, in a clean and dry condition and adequately covered, a receptacle for garbage;
- 28.1.2 ensure that before garbage is placed in the receptacle that it is securely wrapped or in the case of tins, bottles and other containers is completely drained;

- 28.1.3 comply with all local authority bylaws regulations and ordinances relating to the disposal of garbage;
- 28.1.4 ensure that the health, hygiene and comfort of other proprietors is not adversely affected by the disposal of his garbage.

- 29. Signs
 - 29.1 No sign or billboard of any kind shall be displayed within public view on any portion of a residential lot without the prior written consent of the council which consent may be granted or withheld at the absolute discretion of the council and otherwise on such terms and conditions as the council determines (if any). Nothing in this bylaw shall prevent the original proprietor from displaying "For Sale" signs within the scheme so long as the original proprietor is the proprietor of a lot within the scheme.

- 30. Antenna
 - All television, radio other electronic antenna or devices of similar type shall only be erected, constructed, placed or permitted to remain within the lot.

- 31. Pets
 - 31.1 Neither a proprietor nor a proprietor's invitee may keep any animal within a lot without the prior written consent of the council.
 - 31.2 The council will not withhold its consent if the animal is of a breed or size which in all the circumstances is suitable to be kept as a domestic pet in a communal residential complex.
 - 31.3 The proprietor will:
 - 31.3.1 be responsible for the health, hygiene, control and supervision of any animal in his care;
 - 31.3.2 prevent any animal from consistently making a noise or behaving in a manner which disturbs the proprietors or occupiers of any other lot and will take every action reasonably necessary to remedy such behaviour within fourteen (14) days after written notice is served on the proprietor or the proprietor's invitee by the council;
 - 31.3.3 not keep any animal on his lot if:
 - 31.3.3.1 the keeping of the animal breaches any regulation or bylaw of the local authority;
 - 31.3.3.2 he has failed to comply with a notice given by the council pursuant to bylaw 31.3.2:
 - 31.3.3.3 he has within a twelve (12) month period received three notices issued under bylaw 31.3.2, in which event the council may enter the lot within which the animal is kept and remove the same if the animal has not already been removed.

- 32. Temporary Building
 - 32.1 No temporary outbuilding, shed or other building or improvement of any kind shall be placed upon any part of the scheme, except with the prior written approval of the strata company.
 - 32.2 No garage, trailer, camper, motor home or recreational vehicle shall be used as a temporary or permanent

residence within the scheme.

33. **Moving Furniture**
Neither a proprietor nor a proprietor's invitees shall move any furniture or large object through or within the scheme unless he has first given to the strata company sufficient notice of his intention to do so in order to enable the caretaker or in the absence of the caretaker the strata company manager to be present at the time to ensure that no damage is caused to the common property.
34. **Floor Coverings**
A proprietor shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietors of other lots.
35. **Cleaning Windows**
Without derogating from the generality of bylaw 17 a proprietor shall keep clean all glass in windows and doors (both internally and externally) on the boundary of the lot and all roof and skylight windows (if applicable) including so much thereof as is common property which may be cleaned safely and without risk of injury to the proprietor.
36. **Drying**
Neither a proprietor nor a proprietor's invitee shall, except with the prior written consent of the strata company hang any washing, bedding, clothing or other article on any part of a lot or the premises in such a way as to be visible outside the lot or the premises.
37. **Storage of inflammable liquids**
Neither a proprietor nor a proprietor's invitee shall, except with the approval in writing of the strata company, use or store upon the lot or the premises or the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials 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.
38. **Fire Proofing**
- 38.1 A proprietor shall ensure that adequate fire protection exists within his lot and the premises and is maintained at his cost so as to prevent the spread of fire into any adjoining lot or the common property.
- 38.2 For the purpose of this bylaw 38 adequate fire protection shall consist of:
- 38.2.1 carbon dioxide type fire extinguisher;
- 38.2.2 smoke detector alarms in the kitchen and sleeping areas of the lot.
39. **Floor Loading**
Neither a proprietor nor a proprietor's invitee shall do any act or thing which may result in excessive stress or floor loading to any part of a lot or the premises.

40. Car Bays
- 40.1 A proprietor shall not:
- 40.1.1 erect any form of structure within or on the boundary at any part of his lot intended for use as a car bay which may prevent access to contiguous car bays;
- 40.1.2 grant any lease, licence or other occupancy right to any person who is not a proprietor in respect of any portion of his or her lot used as a car bay or storage area.
41. Rules
- 41.1 The strata company may from time to time make, withdraw or amend rules for the use and management of the common property including but not limited to the management or control of:
- 41.1.1 the affixing of external aerials;
- 41.1.2 visitors' vehicle parking;
- 41.1.3 security;
- 41.1.4 use of stairways and passageways;
- 41.1.5 approval for keeping pets;
- 41.1.6 rubbish collection;
- 41.1.7 advertising and signs;
- 41.1.8 charges relating to the security system and security keys;
- 41.1.9 use of the Facilities.
- 41.2 A proprietor and a proprietor's invitees will comply at all times with the rules.
42. Penalty for Breach of Bylaws
- Any person who breaches Schedule 1 Bylaws is, subject to section 42A(2) of the Act, liable to pay a penalty of \$400.00 or such other amount as is prescribed by the Act from time to time.
43. Strata Company Management
- 43.1 The strata company may appoint from time to time a strata company manager upon such terms and conditions as are usual for such appointment.
- 43.2 Unless otherwise provided in the bylaws the strata company may delegate all of the strata company's power, authorities, duties and functions to the strata company manager (to the extent that the same are capable of being delegated).
- 43.3 The strata company manager shall have the following powers, authorities, duties and functions, in addition to those conferred at a General Meeting of the strata company:

- 43.3.1 to arrange as required by the strata company normal day to day maintenance, repair and replacement of any personal property vested in the strata company, but excluding any special attendance at the land and common property for this purpose;
- 43.3.2 to view the improvements within the scheme on at least 1 occasion in each year,
- 43.3.3 arrange and attend the annual general meeting during any yearly period;
- 43.3.4 act upon request by, or in the absence of, the chairman:
 - 43.3.4.1 as Chairman of any meeting of the strata company; or
 - 43.3.4.2 its council if so agreed by all the members of the council present at the meeting;
 - 43.3.4.3 to ensure that insurances are effected and promptly renewed in accordance with Act and make all necessary insurance claims;
- 43.3.5 as agent for the strata company to engage or employ contractors the caretaker and any employees authorised by the strata company to be employed, and to keep any wage, income tax or other records required by any law from time to time in respect of any caretaker, employees or contractors of the strata company and complete and submit any returns in respect thereof;
- 43.3.6 to arrange for the preparation and submission of income tax returns on behalf of the strata company and accept appointment as the public officer of the strata company;
- 43.3.7 to disburse monies in accordance with the Act and the terms of the bylaws;
- 43.3.8 to maintain the records of the strata company required by law;
- 43.3.9 to prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
- 43.3.10 to provide, so far as is reasonable, any assistance to the strata company and the members of its council;
- 43.3.11 to take possession of and care for the records and documents of the strata company;
- 43.3.12 implement credit control procedures in respect of maintenance contributions and advise regarding recovery;
- 43.3.13 have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties or functions conferred or Imposed by the Schedule 1 Bylaw;
- 43.3.14 generally implement the decisions of the strata company and its council;
- 43.3.15 to make applications and submissions to the strata titles referee and the local authority on behalf of the strata company;
- 43.3.16 to attend on behalf at the strata company and to the extent permitted by law to represent the strata company at any hearing conducted by a strata titles referee or any tribunal or court;
- 43.3.17 to instruct Solicitors, attend conferences and generally supervise legal proceedings involving the strata

- company;
- 43.3.18 to arrange other than normal day to day maintenance, repair and replacement of the property vested in the strata company;
- 43.3.19 to liaise with architects, engineers, surveyors, builders and the like in relation to any work carried out on the land;
- 43.3.20 on behalf of the council the power and authority to approve suitable signs that shall be in keeping and harmonious with the scheme.
44. Insurance Rates
- 44.1 Nothing shall be done or kept on a lot or within the scheme which will increase the rate of insurance on any property insured by the strata company without the approval of the council nor shall anything be done or kept on a lot or within the scheme which would result in the cancellation of insurance on any property insured by the strata company or which would be in violation of any law.
- 44.2 If by reason of any machine, appliance or other thing brought upon or installed upon a lot or the scheme by any proprietor the amount of any insurance premium is increased then the amount of such increase shall be paid by and apportioned between those proprietors having possession or control or the use or benefit of any such machines appliances or things.
45. Recovery of Costs by Strata Company
- 45.1 If the proprietor of a lot refuses or fails to pay to the strata company any amount due for levies (whether under section 36(1) or section 36(2) of the Act) or any other amount due, the strata company may take such lawful action as it deems necessary to recover that amount from the proprietor (including proceedings in any Court of competent jurisdiction). All costs Incurred in taking such action including, but not limited to:
- 45.1.1 strata company manager's costs, pursuant to the strata management contract or as otherwise determined by the strata company;
- 45.1.2 legal costs on an indemnity basis; and
- 45.1.3 debt recovery agency's costs are an administrative expense of the strata company and become a debt due and payable by the proprietor to the strata company, and shall be recoverable by the strata company when recovering due levies.
- 45.2 It shall be competent for the strata company in proceedings commenced in any Court of competent jurisdiction to recover due levies, to claim in such proceedings all costs incurred in taking such action including costs incurred up to entry of judgment.
- 45.3 The quantum of legal costs incurred in taking action to recover due levies, shall be the costs payable by the strata company to its solicitors. The strata company shall within three days of receiving an invoice for legal fees forward by pre-paid post to the proprietor in respect of whom the legal fees have been incurred a copy of that invoice. Upon receipt of that or upon the date when the invoice would have been received in the normal course of mail the proprietor shall forthwith make payment thereof to the strata company.

- 45.4 A certificate from the solicitors retained by the strata company, stating the amount of costs incurred in prosecuting an action to recover due levies from a proprietor, shall be conclusive evidence of the amount due and payable by the proprietor for which amount judgment may be entered against the proprietor in any Court of competent jurisdiction,
- 45.5 Simple interest at the prescribed rate shall be payable by the proprietor to the strata company on costs incurred by the strata company in taking action (including proceedings in any Court of competent jurisdiction) to recover due levies. Such interest shall commence and be payable from the date a copy of the invoice would have been received in the mail as required by By-Law 45.3 and shall cease to be payable upon payment of all costs and interest accrued thereon. Interest upon interest shall not be charged or accrue.
- 45.6 In the event that the strata company does not receive payment of costs incurred when payment of due levies is received from a proprietor and judgment for those costs has not been obtained from a Court of competent jurisdiction then those costs and simple interest thereon at the prescribed rate, being an administrative expense of the strata company shall be levied in accordance with section 36(1)(c)(ii) of the Act on the proprietor in respect of whom the cost was incurred, and if unpaid shall be recoverable as an unpaid levy in accordance with this by-law.
- 46 Security and Fire Safety
- 46.1 A proprietor must not do or permit anything to be done which may prejudice the security or safety or the Building or the common property and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state when not in immediate use.
- 46.2 The Strata Company may restrict access to:-
- 46.2.1 the car parking areas by means of a proximity card reader system; and
- 46.2.2 parts of the Building by means of a proximity card reader system or security key, for the purposes of securing the Building and the common property from intruders and to preserve the safety of the Building from fire or other hazards.
- 46.3 The Strata Company will provide to each proprietor two proximity cards and one security key and any further keys as the Strata Company determines to enable a proprietor to operate the security access devices referred to in Bylaw 46.2.
- 46.4 A proprietor is responsible in making available security access devices to any other person and must take all reasonable steps to ensure that any person provided with security access complies with this Bylaw 46.
- 46.5 No proprietor or person in possession of security devices may duplicate or permit the duplication of such devices and will take all reasonable steps to prevent their loss or transfer.
- 46.6 A proprietor or resident of a lot must immediately notify the Strata Manager if any security device is lost or destroyed.
- 46.7 A proprietor or proprietor's invitee shall not:
- 46.7.1 interfere with any safety equipment;
- 46.7.2 obstruct any fire escape or fire stairwell; or

- 46.7.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed.
47. Smoking
- 47.1 No proprietor or proprietor's invitee shall smoke in any portion of the Building comprising common property.
- 47.2 Any proprietor who breaches Bylaw 47.1 or permits a breach of that bylaw will indemnify the Strata Company from any claim by any authority or the fire brigade arising from the smoke detectors fitted to the Building being activated by reason of the breach of Bylaw 47.1.
48. Use of Swimming Pool
- 48.1 In this Bylaw
"Pool Area" Includes the Swimming Pool, Sauna and Spa and those areas adjacent to the Swimming Pool Sauna and Spa necessary for use and enjoyment of the Swimming Pool, Sauna and Spa;
"Sauna" means the sauna forming part of the Facilities;
"Spa" means the spa forming part of the Facilities;
"Swimming Pool" means the swimming pool forming part of the Facilities.
- 48.2 This Bylaw regulating the use of the Swimming Pool and the Pool Area is in addition to and not substitution of any other Bylaw or Rule relating to the use and enjoyment of the Facilities.
- 48.3 No child under sixteen (16) years of age may enter or remain within the Pool Area unless accompanied by an adult person.
- 48.4 Neither a Proprietor nor a Proprietor's invitee may:
- 48.4.1 use any part of the Pool Area to the exclusion of any other person entitled to use the Pool Area;
- 48.4.2 use any part of the Pool Area for any business;
- 48.4.3 enter or remain in the Pool Area if under the influence of drugs or alcohol;
- 48.4.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner;
- 48.4.5 spit or urinate or defecate in the Swimming Pool or Spa;
- 48.4.6 use soap, detergent or any other substance that may foul or pollute any part of the Swimming Pool Sauna or Spa;
- 48.4.7 climb up or onto any fence, partition, roof or raised object in the Pool Area other than one intended for that purpose;
- 48.4.8 enter or remain in the Pool Area unless suitably attired;
- 48.4.9 enter and exit the Pool Area except through the gates and doors which are designed for that purpose;

- 48.4.10 eat in or take into the Swimming Pool Spa or Sauna any food, drink or confectionery
- 48.4.11 permit any animal to enter the Pool Area;
- 48.4.12 leave any rubbish in the pool Area except in a receptacle provided for that purpose;
- 48.4.13 smoke in the Pool Area;
- 48.4.14 enter or use the Swimming Pool, Sauna or Spa if affected by or suffering from any infectious or contagious disease or skin complaint;
- 48.4.15 use or leave drinking glasses, bottles or any other glass container within four (4) metres of the Swimming Pool, Spa or Sauna;
- 48.4.16 improperly use, damage or remove any furniture fittings, equipment or chattels located in the Pool Area: or
- 48.4.17 tamper with any equipment in the Pool Area.
- 48.5 Every Proprietor shall obtain and deliver to the Council an acknowledgment from every occupier of the Proprietors Lot in such form as is reasonably required by the Council from time to time to the effect that the occupier has been made aware of this Bylaw and the occupiers obligation to comply at all times with this Bylaw.

49. Essential Services to be Inspected or Tested

In addition to the general obligation of the Strata Company to repair and maintain the common property of the scheme the Council of the Strata Company will ensure that the following essential services of the scheme are inspected or tested, as the case may be, in accordance with the installation standards or level of performance described below and in accordance with the nature and frequency of inspection or testing also described below:

ESSENTIAL SERVICES TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS / LEVEL OF PERFORMANCE	NATURE AND FREQUENCY OF INSPECTION OR TEST
Emergency lighting	BCA Part E4, AS 2293.1	6 monthly to AS2293.2
Exit Doors	BCA Section D	3 monthly inspection to confirm exit doors are intact, operational and fitted with conforming hardware
Exit signs	BCA Part E4, AS 2293.1	6 monthly to AS2293.2
Fire Detectors and Alarm Systems	BCA E1.7, AS 1670	Weekly to AS 2293.2
Fire doors (including signs)	BCA Spec C3.4, AS 1905.1	Monthly to AS 1851.7
Fire Extinguishers (Portable)	BCA E1.6, AS 2444	6 monthly to AS 1851.1
Fire Hose Reels	BCA E1.4	6 monthly to AS 1851.2
Fire Hydrants – including pump sets and booster connection	BCA E1.3 AS 2419.1	Weekly to AS 1851.4
Fire indices for materials	BCA C1.10, AS 1530.3	Annual inspection to confirm no materials with potentially non-conforming fire indices occur
Fire isolated stairs	BCA Sections C and D	Annual inspection
Paths of travel to exits	BCA Section D	3 monthly inspections to confirm travel paths are intact
Penetrations in fire-rated and smoke rated structures	BCA Part C3	Annual inspection
Smoke doors	BCA Spec C3.4	Monthly to AS 1851.7 equivalent
Sprinklers, including isolation valves (where installed)	BCA. E1.5, AS 2118, Code of practice for installation of residential life safety sprinkler systems	Weekly to AS 1851.3
OTHER		NATURE AND FREQUENCY

SERVICE / MAINTENANCE TO BE PERFORMED		
External metal surfaces (including painted or powder coated surfaces)		To be washed and soft brushed once a month – Repainted when required
Roller doors		To be serviced once every 3 months
Reticulation System		To be checked regularly – important do not overwater
Lift		Ensure contractor adheres to service agreement
Roof Gutters		To be cleaned every 3 months
Soakwells		To be inspected every 3 months and emptied when required
Timberwork		To be kept clean and repainted every 3 to 5 years or when required
Carpets		Dry clean communal carpets in lounge areas etc. once every 6 months or more often if required