

Title Reference [19206177]

Lot 128 in BUP 6177	254	254
Lot 129 in BUP 6177	254	254
Lot 130 in BUP 6177	254	254
Lot 131 in BUP 6177	400	400
Lot 132 in BUP 6177	401	401
Lot 133 in BPA 11206	254	254
Lot 134 in BPA 101373	242	242
TOTALS	17,934	17,934

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWS

1. Noise

1.1 The owner or occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2. Vehicles

2.1 The owner or occupier of a lot must not, without the written approval of the Committee:

(a) park a vehicle or allow a vehicle to stand on the common property; or

(b) permit an invitee to park a vehicle or allow a vehicle to stand on the common property.

2.2 An approval under By-law 2.1 must state the period for which it is given.

2.3 An approval under By-law 2.1 may be cancelled by the Committee by giving seven (7) days written notice to the occupier.

2.4 The Committee is authorised to have towed away any vehicle where that vehicle is parked or kept stored on common property in contravention of these By-Laws or the Act. The owner of such vehicle shall be responsible for all costs of and incidental to the towing of that vehicle and shall hold the Body Corporate harmless from all claims arising therefrom.

3. Obstruction

3.1 An owner or occupier of a lot must not obstruct lawful use of common property by someone else.

4. Damage to lawns, etc., on common property

4.1 The owner or occupier of a lot must not, without the written approval of the Committee:

(a) damage any lawn, garden, tree, shrub or flower on the common property; or

(b) use a part of the common property as a garden.

4.2 An approval under By-law 4.1 must state the period for which it is given.

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- 4.3 An approval under By-law 4.1 may be cancelled by the Committee by giving seven (7) days written notice to the occupier.
- 5. Damage to common property**
- 5.1 An owner or occupier of a lot must not, without the written approval of the Committee, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 5.2 By-law 5.1 does not prevent the owner or occupier of a lot from installing a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if such device or screen is soundly built and is consistent with the colour, style and material of the building.
- 5.3 The owner or occupier of a lot must keep a device and/or screen installed under By-law 5.2 in good order and repair.
- 6. Behaviour of Invitees**
- 6.1 An owner or occupier of a lot must take all reasonable steps to supervise and ensure that his invitees or any other person attending his lot do not behave in a manner likely to interfere with the peaceful enjoyment of the occupier of another lot or someone else using common property.
- 6.2 The duties and obligations imposed by these By-laws on an owner or occupier of a lot must be observed not only by the owner or occupier of the lot but also by the guests, servants, employees, agents, children, invitees, lessees or any other person attending at his lot.
- 6.3 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 of the Body Corporate caused by such owner, occupier or their invitees.
- 7. Litter**
- 7.1 The owner or occupier of a lot must not deposit or throw upon the common property any paper, rubbish, dirt, dust, cigarette butts, liquid or other substance whatsoever likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property.
- 7.2 The owner or occupier of a lot must not throw or allow to fall any paper, rubbish, dirt, dust, cigarette butts, liquid or other substance whatsoever out of skylights, doors, windows, balconies or from any other part of a lot, or from the roof, skylights, stairways or passageways of the building.
- 7.3 Any damage or costs for cleaning or repair caused by breach of this By-law 7 shall be borne by the owner or occupier concerned.
- 8. Appearance of building**
- 8.1 An owner or occupier of a lot must not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article on any part of his lot in such a way as to be visible from any other lot, the common property or from outside the scheme land.
- 8.2 The owner or occupier of a lot must not, except with the consent in writing of the Body Corporate, paint, affix or display any sign, advertisement, notices, posters, placards, banners or like materials to or on any part of a lot or the common property so as to be visible from another lot or the common property, or from outside the scheme land.
- 9. Dangerous goods**
- 9.1 An owner or occupier of a lot must not, without the written approval of the Body Corporate, use or store upon his 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, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 9.2 An owner or occupier of a lot shall not bring to, do or keep anything in his lot or upon the common property which shall be contrary to the terms of any insurance policy or increase the rate of fire insurance premiums over improvements on the scheme land or which may conflict with the laws and/or regulations relating to fire safety or any insurance policy

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upon any property on the parcel or which may be contrary to the regulations or ordinances of any public authority for the time being in force.

10. Garbage disposal

10.1 An owner or occupier of a lot must:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be designated by the Body Corporate in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority By-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage;
- (d) store tidily and so far as possible out of sight all empty bottles, boxes, used containers and similar items;
- (e) only deposit domestic rubbish in the garbage chute between 7am and 8pm and ensure that such domestic rubbish is securely wrapped before being disposed of in the garbage chute;
- (f) place bottles and newspapers in the garbage room on each floor;
- (g) dispose of seafood scraps in the sink disposal unit in the lot; and
- (h) directly dispose of large boxes and cartons by himself or by arrangement with the building service contractor.

11. Keeping of animals

- (a) Unless an occupier has a right to be accompanied by an assistance animal under any statute, an occupier of a lot must not, without the Body Corporate's written approval, which may be given on conditions, keep any animal in a lot or on the Common Property.
- (b) Any application to keep an animal must contain –
 - (i) all details about the animal, including breed, sex, age, name, Council registration (applicable to dogs), microchip number and whether the pet is desexed;
 - (ii) a photograph of the animal, and
 - (iii) where the applicant is not the registered owner of the lot, the written consent of the owner of the lot.
- (c) Any approval given under this bylaw 11 may contain the following conditions:
 - (i) Other than when the animal is entering or exiting the scheme, the animal must be kept within the lot.
 - (ii) The animal must not roam or be allowed to roam on common property or into other lots.
 - (iii) When the animal traverses common property, which it may only do so for the purposes of being brought onto or taken off scheme land; it must be transported in a pet carrier or otherwise appropriately restrained.
 - (iv) Any animal litter or waste must be disposed of in a suitable receptacle in such a way that it does not create noxious odours or otherwise contaminate the scheme land and where any part of the scheme land is soiled it must be immediately cleaned and disinfected by the controller of the animal at the time.
 - (v) The animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another lot or common Property.

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12. Use of lots

- 12.1 Each lot must be used for residential purposes only except for Lot 3 which may in addition to residential purposes be used as the Management Unit.
- 12.2 An owner or occupier of any lot must not use or permit any lot of which he is the occupier to be used for any purpose which may be illegal or injurious to the reputation of the building.

13. Observance of Notices

- 13.1 Owners and occupiers must observe the terms of any notice displayed in the lift or otherwise in the common area by authority of the Committee or of any statutory authority.

14. Aerials

- 14.1 Outside wireless and television aerials and satellite dishes (or similar devices) must not be erected without written approval of the Committee.

15. Structural alterations

- 15.1 Structural alterations must not be made to any lot [including any alteration to water electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony (if any) of any lot and including installation of any air conditioning system] without the prior written approval of the Committee.
- 15.2 An owner or occupier must not conduct any renovation/replacement of the floor coverings in a lot involving the replacement of soft floor covering (e.g. carpet) with a hard floor covering (e.g. tiles or timber floor) which may increase the level of sound transmission between the lot and other lots without the written approval of the Committee. The Committee shall be entitled to demand copies of such plans, specifications and reports (e.g. acoustic reports) as it might consider necessary to enable it to grant its approval and the occupier of the lot shall comply with all such demands.
- 15.3 External blinds or awnings must not be erected without the prior written approval of the Committee.
- 15.4 An owner or occupier of a lot must not hang curtains visible from outside the lot unless those curtains have a backing of such colour and design as shall be approved by the Committee. An owner or occupier of a lot must not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all lots presents a uniform appearance when viewed from outside the building.
- 15.5 An owner or occupier of a lot carrying out alterations and/or refurbishment within his lot must take all steps necessary to reduce noise likely to interfere with the peaceful enjoyment of other occupiers in the building and must restrict the hours of such work to 8:00am to 4:00pm Monday to Friday. No works are to be carried out on weekends, public holidays and between Monday mid-December and Monday mid-January. Pneumatic or heavy impact tools are only permitted to be used between the hours of 10am and 2:00pm Monday to Friday.
- 15.6 An owner or occupier carrying out alterations and/or refurbishments within his lot shall be required to pay the Body Corporate a bond of \$1,000.00 to cover the cost of cleaning and repairs to common property that the Building Service Contractors considers has not been left in a satisfactory condition at any time during the alterations or repairs. The bond will be returned within seven (7) days upon written notice that alterations and/or refurbishments have been completed less the cost of any cleaning or repairs to common property provided under this By-Law.

16. Renovation of Lots

- 16.1 No works shall be commenced by the owner or occupier of any lot without the prior written approval of the Body Corporate Committee.

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- 16.2 Renovation works are defined as:-
- (a) replacement of internal fixtures, fittings, floor coverings;
 - (b) removal or alteration of any permanent walls or partitions;
 - (c) replacement of soft floor coverings with hard floor coverings;
 - (d) extended use of power tools;
 - (e) any work involving the use of pneumatic or heavy impact tools;
 - (f) installation or replacement of any air-conditioning system;
 - (g) enclosure of any portion of a balcony or erection of any permanent structure thereon;
 - (h) alteration or addition to any plumbing system, including fire sprinkler system;
 - (i) alteration or addition to any electrical wiring or switchboard;
 - (j) tinting of windows;
 - (k) any other works where the Committee, at its discretion, considers that independent supervision of the works is necessary to maintain the integrity of the building.
- 16.3 Applications for approval by the Committee must:-
- (a) be received by the Secretary, or authorised delegate, not less than 14 days before a meeting of the Committee concerned in accordance with the Regulation;
 - (b) include detailed plans and specifications, together with a written proposal for all works including floor plans and detailed locations of new plant and associated connections;
 - (c) in the case of alterations to floor coverings, provide details of soundproofing where necessary and products to be used. Provide certificate of soundproofing;
 - (d) in the case of alterations to showers and baths, provide certificate of waterproofing in such areas;
 - (e) where applicable, include approved drawings and certification compliance statements by the local Council and any other relevant statutory authority.
- 16.4
- (a) Except in an emergency where work is permitted at any time, renovation work is only permitted to be carried out during the hours of 8.00am to 4.00pm Monday to Friday. No works are to be carried out on Weekends, Public Holidays and between Monday mid December and Monday mid January. Pneumatic or heavy impact tools are only permitted to be used between the hours of 10.00am to 2.00pm Monday to Friday.
 - (b) Unit owners may, in addition, be permitted to carry out work, not defined in 16.2, that does not require the services of a tradesperson on Saturday mornings between the hours of 8:00am and 12:00 noon.
- 16.5 When giving approval for renovations, the Committee may at its discretion require that the works be supervised by a licensed building certifier or clerk of works at the cost of the owner of the lot.
17. Replacement of glass
- 17.1 Glass, windows and other lustrous material within a lot must be kept clean by the owner or occupier and if cracked or broken must be promptly replaced by the owner or occupier of the lot at his expense with new material

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of the same kind and weight as the material being replaced. The obligation under this By-law does not apply to Glass, windows and other lustrous material forming the boundary of the lot and common property.

18. Conservation of Water

- 18.1 The owner or occupier of a lot must not waste water and must see that all water taps in his lot or on the common property are promptly turned off after use.

19. Use of appurtenances

- 19.1 The water closet 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 substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closet conveniences, water apparatus, waste pipes and drains from misuse or negligence of an owner or his tenants, lessees, servants, agents, licensees or invitees shall be borne by such owner whether the same is caused by his own actions or those of his tenant, lessees, servants, agents, licensees or invitees.

20. Notice of accident to be given

- 20.1 An owner or occupier of a lot must give the Committee or the Building Service Contractor prompt notice of any accident or defect in the water pipes, gas pipes, electrical installations or fixtures which comes to his 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.

21. Vermin

- 21.1 All lots and areas of exclusive use must be kept clean and all practicable steps must be taken to prevent infestation by vermin and/or insects.

22. Infectious disease

- 22.1 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 must give written notice thereof and any other information which may be required relative thereto to the Committee and must pay to the Committee the expenses incurred by the Committee of disinfecting the lot or in replacing any articles or things the destruction of which may be rendered necessary by such disease.

23. Auction sale

- 23.1 Owners must not permit any auction sale of lots or otherwise to be conducted or to take place upon any lot or the common property without written approval of the Committee.

24. Locking of doors and windows

- 24.1 All doors and windows of a lot must be securely fastened on all occasions when the lot is left unoccupied and the Committee reserves its right to enter and fasten the same if left insecurely fastened.

25. By-laws

- 25.1 A copy of these By-Laws (or a precise thereof approved by the Committee) must be exhibited in a prominent place in any lot made available for letting or given to the occupier (if lessee) at the commencement of his lease.

26. Rules relating to common property

- 26.1 The Body Corporate may, from time to time, make rules relating to the common property and in particular in relation to the lifts, barbecues, tennis court, Admiralty Room, swimming pool and spa as the case may be, not inconsistent with these By-laws and the same must be observed by the occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

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27. Use of swimming pool, tennis court, sauna, spas and other common property facilities

- 27.1 All common property facilities are for the exclusive use of occupiers of lots, their invitees or guests whilst residing or visiting a lot within the building.
- 27.2 An occupier of a lot must not release his keys to the common property facilities to a person or permit a person to use the common property facilities who is not his invitee or guest who is residing or visiting his lot within the building.
- 27.3 The tennis court must not be used between the hours of 7.00pm and 7.00am.
- 27.4 The outdoor swimming pool, spa and barbecue areas must not be used between the hours of 10.00pm and 6.00am.
- 27.5 The sauna, indoor spa and gymnasium equipment must not be used by persons under sixteen (16) years of age.

28. Committee

- 28.1 The Committee must follow a recognised and accepted procedure and format for the conduct of the committee meetings and general meetings of the Body Corporate to ensure the orderly and proper conduct of all meetings within the terms of the Act.

29. Security

- 29.1 The owner or occupier of a lot must at all times take steps to ensure that the security of the building and grounds is not breached by uninvited persons.
- 29.2 The owner or occupier of a lot must at all times maintain control of his allocated security keys and must not make such keys available for the use of another person.
- 29.3 The owner or occupier of a lot must immediately he becomes aware of it report to the building service contractor the loss or misplacement of security keys.

30. Exclusive Use - Car Spaces, Storage Spaces and Courtyard Areas

- 30.1 The owners for the time being of each lot in the building shall be entitled to the exclusive use for himself, his invitees and his licensees of the car space or spaces, or the storage space or spaces, or the courtyard area, the identifying number or numbers of which, are set out in Schedule E and on sketch plan marked "Plan A" attached hereto. Each owner enjoying, from time to time, the exclusive use of a car space or car spaces in accordance with the foregoing must ensure that at all times, no rubbish, litter or other unsightly material be allowed to accumulate there and in respect of storage space and courtyard areas, each owner enjoying, from time to time, the exclusive use thereof, shall be responsible at all times, to keep such parts of the common property to which such owner is so entitled in a clean and tidy condition, and generally in good order and repair and must not allow any hazardous or dangerous or deleterious substance to accumulate therein.
- 30.2 The owner or occupier of a lot must only use the car space for the sole purpose of parking a vehicle or water craft and must at all times park fully within his allocated car space. The owner or occupier is not permitted to park such vehicle in any other car space within the car park except with the written approval of the Committee or the owner of the car space.
- 30.3 The owner or occupier of a lot may, with the written approval of the Committee, install a free standing cabinet in the car space allocated to him under By-law 30.1. Any approval of the Committee will be given at its discretion and shall specify the design and position of the cabinet and the owner or occupier of the lot must comply with such direction and also obtain the approval of the Local Authority or any other competent authority, if required.
- 30.4 The owner or occupier of a lot must immediately remove any deposits of oil and/or other leakages or spillages or exhaust deposits occurring in the car space allocated to him under By-law 30.1.
- 30.5 Notwithstanding any By-law or enforceable law to the contrary, the Committee may consider and approve, as may be appropriate, applications by owners for the enclosure of exclusive use storage space or space allocated, for the time being, to their particular lot or lots subject always to the prior approval of the relevant statutory authority

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being obtained and further, that pursuant to the Act, the owner or owners of the lot or lots concerned shall be responsible for, at the owner or owner's expense, the performance of the duties of the Body Corporate with regards to maintenance and operating costs.

30.6 The owner or occupier of a lot must not, except with the written consent of the Committee, enclose the storage area, erect or place any storage cabinet, container or shelves within his allocated storage area, if any. Any approval of the Committee will be given at its discretion, shall have regard to the proper operation of the fire sprinkler system, the convenience of adjoining storage areas, the drainage of the basement and specify the design and position of the enclosure, storage cabinet, container or shelves and the owner or occupier of the lot must comply with such direction and shall only be considered by the Committee after approval has been obtained from the relevant statutory authority.

31. Recovery of money

31.1 A person (which expression shall extend to corporations) must pay on demand, the whole of the Body Corporate's costs and expenses (including solicitor and own client, management and administration costs) such amount deemed to be a liquidated debt due in recovering such levies or money duly levied upon that person by the Body Corporate pursuant to the Act.

31.2 Where the Body Corporate expends money:

- (a) in carrying out maintenance or repair that is the responsibility of the owner of a lot; or
- (b) making good damage caused by a breach of the Act, the Regulation Module or these By-laws, by any owner of a lot or the guests, servants, employees, agents, children, invitees, lessees or licensees of the owner 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.

32. Management

32.1 During such time as the occupier of Lot 3 in the building has the written approval of the Body Corporate and any necessary governmental or semi - governmental licences and/or consents, then, that lot may be used both for residential purposes and for the purposes of management of the building and letting of the lots in the building on behalf of the owners and the rendering of such services to occupants of lots in the building as are authorised in writing by the Body Corporate, but must not without the written approval of the Committee display signs or notices for the purpose of offering for lease or for letting any lot in the building. For the purposes aforesaid the Body Corporate shall grant to the owner of Lot 3 the right to carry on in the building the business of letting of lots and for that purpose may enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

33. Bayview Harbour Yacht Squadron Pty Ltd

33.1 The Committee must, for the purposes of enhancing the enjoyment by relevant owners of adjacent marina berths, and the administration and protection of certain personal property of the Body Corporate, namely shares in Bayview Harbour Yacht Squadron Pty Ltd, at all times ensure that the appropriate representatives be appointed as Directors of Bayview Yacht Squadron Pty Ltd, and that in all other respects, where applicable, the provisions of the Memorandum of Association and Articles of Association of Bayview Yacht Squadron Pty Ltd be observed.

34. Electricity

34.1 The Body Corporate may supply to the owner or occupier of a lot from the bulk supply of electricity purchased (from the relevant authority) by the Body Corporate all the electricity consumed in the lot and in such case the following provisions shall apply:-

- (a) the owner or occupier of a lot shall purchase all electricity consumed in the lot from the Body Corporate;
- (b) so far as it is able to do so, the Body Corporate shall supply to the owner or occupier of a lot all its reasonable requirements for the proper use of the premises;
- (c) the price to be charged by the Body Corporate for the supply of electricity shall be at the same rate and

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governed by the same conditions as would be imposed from time to time by the appropriate authority as if it were supplying electricity directly to the owner or occupier for the lot only;

- (d) the Body Corporate shall render accounts to the owner or occupier of a lot from time to time and such accounts shall be payable to the Body Corporate within fourteen days of the delivery of such account;
- (e) the Body Corporate shall not be responsible or liable for any failure of the supply of electricity arising from any cause known or for any failure of the electrical system in the building or in the lot due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description;
- (f) should the owner or occupier of a lot fail to pay accounts rendered by the Body Corporate for electricity charges within the prescribed fourteen days the Body Corporate reserves the right to disconnect the electricity supplied to the lot and the cost of any disconnection and of any re-connection of any such supplies shall be paid forthwith by the owner or occupier of a lot and until payment shall for all purposes be deemed to be a debt overdue;
- (g) the owner or occupier of a lot shall ensure that any electrical installation while it remains connected to the source of supply of electricity in the lot is maintained free from any defect that is likely to cause fire or likely to cause a person to sustain an electrical shock. Immediately upon demand the owner or occupier of a lot shall make available to the Committee any electrical installation in the lot for inspection. For the purpose of this paragraph the words "electrical installation" shall have the same meaning as is ascribed to them in the Electricity Act 1976;
- (h) where, due to limitations in the supply of electricity the Committee is satisfied that, for the purpose of ensuring at all times the regular, efficient and constant supply of electricity within the limits of the supply of electricity it is necessary to restrict the electrical articles that may be used by the owner or occupier of a lot, the Committee may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified articles. For the purpose of this paragraph the words "electrical articles" shall have the same meaning as is ascribed to them in the Electricity Act 1976;
- (i) the owner or occupier of a lot shall pay to the Body Corporate an electricity deposit which shall be refundable at the time the owner or occupier is no longer responsible for the electricity to the lot, and that the amount of this deposit shall be determined from time to time by the Committee.

35. Visitor Parking

35.1 The areas of the common property specifically allocated for "visitor parking" are for the use of invitees visiting owners and occupiers within the Scheme Land and the Committee may make rules in relation to the "visitor parking" including the setting of time limits for the parking in the "visitor parking".

36. Short Term Letting

36.1 An owner of a lot must not, except with the consent in writing of the Committee, lease or rent his lot for periods of less than six (6) months at a time.

37. Interpretation

- 37.1 For the purposes of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
- 37.2 In these By-laws, except where inconsistent with the context, the following terms have the following meanings:-
 - (a) "the Act" means the Body Corporate and Community Management Act 1997 and all Regulations thereunder, as amended from time to time;
 - (b) "Body Corporate" means the body corporate for the community title scheme as constituted by the Act;
 - (c) "the Building" means the residential units building and all appurtenances thereto standing on or forming part of the scheme land;

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- (d) "Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;
- (e) "Common Property" has the same meaning ascribed to that word by the Act;
- (f) "Invitee" means the guest, servant, employee, contractor, licensee of an occupier of a lot or any other person permitted by an owner or occupier of a lot to enter upon the scheme land and includes children;
- (g) "the Building Services Contractor" means a personal corporation who has been engaged and/or authorised by the Body Corporate to supply caretaking and/or management and/or letting services for the benefit of the common property or lots included in the Community Titles Scheme;
- (h) "Occupier" has the same meaning ascribed to that word by the Act;
- (i) "Owner" has the same meaning ascribed to that word by the Act;
- (j) "Regulation Module" means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-laws are annexed;
- (k) "Scheme Land" means the parcel defined in the Act and, where the context permits, includes all lots and improvement.

37.3 Reference to the "proprietor/s" of a lot shall mean reference to the "owner/s" of the said lot.

37.4 Reference to the "Building Units Plan" shall mean reference to Plan 6177 in Community Titles Scheme 9041.

38. Nuisance

Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

- (a) an annoyance;
- (b) a nuisance;
- (c) threatening or intimidating;
- (d) defamatory; or
- (e) anti-social.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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NOT APPLICABLE