

- (i) The external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra large external surface area.
- (ii) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (iii) Gross Floor Area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on the central air conditioning.

3. The Purpose for which the Lots are Used

Each of the lots in the scheme are used for residential purposes and consequently this factor does not contribute to any difference in the lot entitlements.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

Section 66 (1) (f) and 66 (1) (g) of the Body Corporate and Community Management Act 1997 does not apply to this Scheme.

SCHEDULE C	BY-LAWS
-------------------	----------------

1. Noise

A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property. In the event of any unavoidable noise in a lot at any time the proprietor or occupier thereof shall take all practical means to minimise annoyance to other proprietors or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

2. Vehicles

2.1 The occupier of a lot must not, without the body corporate's written approval:

- (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, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles;

2.2 An approval under subsection 2.1 must state the period for which it is given, with the exception of designated visitor parking;

2.3 However, the body corporate may cancel the approval by giving seven (7) days' written notice to the occupier, with the exception of designated visitor parking.

3. Obstruction

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

4. Damage to lawns, etc. on common property

A proprietor or occupier of a lot shall not:

- (a) damage any garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the common property.

5. Damage to common property

A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this By-law does not prevent a proprietor or person authorised by him from installing:-

- (a) Any locking or other safety device for protection of his lot against intruders; or
- (c) Any screen or other device to prevent entry of animals or insects upon his lot,

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

6. Behaviour of Invitees

A proprietor or occupier at a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

7. Depositing rubbish etc. on common property

A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.

8. Appearance of building

A proprietor or occupier of a lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like manner on any part of his lot in such a way as to be visible from outside the lot. No proprietor may in any way alter or vary the external appearance, structure, layout, wall, form or texture or colour of any lot or any building on any lot without the prior written consent of the Committee of the Body Corporate.

9. Storage of flammable liquids, etc.

A proprietor or occupier of a lot shall not, except with the consent in writing 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, with the exception of the proprietor or occupier of the Manager's Unit who may store such flammable liquids or materials as may be reasonably necessary for that proprietor or occupier to perform its duties as Caretaker.

10. Garbage

A proprietor or occupier of a lot shall:

- (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 authorised 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 proprietor or occupier of any other lot is not adversely affected by his disposal of garbage;
- (d) Place incinerations and garbage cans only where approved by the Committee and use the same only for the purpose for which they are provided.
- (e) Store empty bottles, boxes, used containers and similar items tidily and, so far as possible keep out of sight; and

(f) Keep the lot and any area of which the proprietor has exclusive use tidy and free of all litter.

11. Keeping of animals

A proprietor or occupier of a lot shall not, without the approval in writing of the Body Corporate, keep any animal or bird upon his lot or the common property.

12. Wireless and Television Aerials

Outside wireless and television aerials may not be erected without written permission of the Committee.

13. Structural Alterations and Additions

No structural alteration or external addition shall be made to any lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the balcony or other external area of a lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld.

14. Blinds

No external blinds shall be erected without the previous consent in writing of the Committee.

15. Windows

Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.

16. Taps

A proprietor shall see that all water taps in his lot are promptly turned off after use.

17. Water Apparatus

The water closets, conveniences 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. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions or those of members of his household or his servants or agents or tenants or guests.

18. Notice of Defects

A proprietor shall give the Committee prompt notice of any accident to 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 they may deem necessary for the safety and preservation of any building as often as may be necessary.

19. Keeping Lots Clean

All lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

20. Not to Litter

A proprietor shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever upon common property. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor concerned.



21. Not to use Chemicals

A proprietor or occupier of a lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase a risk of fire or explosion in his lot. Nothing herein shall prevent a proprietor from maintaining an electric or gas barbecue on the balcony of a lot provided that the same is not used or operated in such a manner as to be a nuisance to other occupiers of the building or to be a fire risk or hazard.

22. No additions Carparking Area

No Proprietor shall erect or cause or allow to be erected on any car parking area or on the common property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

23. Observation of Duty

The duties and obligations imposed by these By-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

24. Notification of Infectious Disease

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot any proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

25. Committee May Recover Moneys Expended

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by any proprietor or other tenants, guests, servants, employees, agents, children, invitees and licensees of the proprietor or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

26. Signs

The Committee may make and maintain rules to control the number size, colour, design and uniformity of signs which may be displayed, put up or affixed by each proprietor and by the Body Corporate.

27. Doors and Windows to be Fastened

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

28. Rights of Committee to Inspect Lots

Upon one (1) days' notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect any lot both internally and externally and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

29. Guests

Guests leaving after 11.00m shall be requested by their hosts to leave quietly. Quietness also shall be observed when a proprietor or occupier of a lot returns to the building late at night or during early morning hours.

30. Children

No child shall be allowed to cry unattended. No child, servant or guest of a proprietor or occupier of a lot shall be permitted to cause any annoyance to any other proprietor or occupier of a lot.

31. Washing Motor Vehicles

Motor vehicles are to be washed in such area or areas as the Committee may from time to time nominate.

32. Curtains

A proprietor or occupier of a lot shall not hang curtains, blinds or louvres visible from outside the lot unless those curtains, blinds or louvres have a backing of such colour and design as shall be approved by the Committee. A proprietor or occupier of a lot shall not install renovate and/or replace a curtain, blind or louvre without having the colour and design of the backing of same approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that backings used in all lots presents a uniform appearance when viewed from outside the building.

33. Use of Lots

33.1 With the exception of the Manager's Unit, all lots will be used for residential purposes only.

33.2 The Manager's Unit will be used for residential purposes and as provided for in By-Law 34.

33.3 No Lot other than the Manager's Unit may be used for the purposes of conducting the caretaking and letting activities contemplated by By-Law 34.

34. Manager's Unit

In addition to use for residential purposes, the Manager's Unit may also be used for the purpose of providing caretaking, management, letting and ancillary services to the body corporate and owners and occupants of lots in the scheme and in any adjoining scheme.

35. Maintenance of Recreation Areas

A proprietor or occupier shall not without proper authority operate adjust or interfere with the operation of any equipment associated with the swimming pool, gymnasium or recreation areas or add any chemical or other substance to the swimming pool.

36. Pay Television

The Body Corporate has the power to allow a person to install cabling, wiring, ducting conduits, amplifier, satellite dish or any other equipment necessary to allow the provision of cable television services, satellite services and similar services to the common property and to enter into agreements with the providers of cable television services and similar services. The Body Corporate may enter into agreements for the provision of television services to the buildings comprising the lots and common property with such persons and on such conditions as are approved by the Committee of the Body Corporate from time to time.

37. Special Privileges

37.1 For as long as there is in existence an agreement with the proprietor or occupier of the Manager's Unit for such proprietor or occupier to provide services for the control, management and administration of the Common Property (a "Caretaking Agreement") and/or an agreement for such proprietor or occupier to provide letting and ancillary services to such of the proprietors or occupiers of lots who wish to avail themselves of such services (a "Letting Agreement") then:

- (a) The Body Corporate will not allow any person or company other than the party to such Agreements to provide, from the scheme land, any of the services set out in the Agreements;
- (b) The Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;

- (c) The proprietor or occupier of the Manager's Unit will be entitled to erect or display signs or notices in or on the common property advertising any of the services it provides pursuant to the Agreements;
- (d) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the scheme land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the scheme land;
- (e) The Body Corporate must not make any part of the common property available to any person or corporation for the purpose of conducting a letting business; and
- (f) The Body Corporate confers on the proprietor of the Manager's Unit special privileges in respect of the whole of the common property to use same in connection with the business carried out pursuant to the Agreements.

37.2 The proprietor or occupier for the time being of the Manager's Unit will be entitled to operate a PABX telephone facility within the scheme land and for the purposes aforesaid has and will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a facility throughout the scheme land.

37.3 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any common property for which special privileges have been granted pursuant to this by-law.

38. Workplace Health and Safety Regulations

The proprietors of the commercial lots shall ensure that they and their tenants and occupiers abide by the provisions and requirements of the Workplace Health and Safety Act, its regulations and any replacement or substituted legislation and shall indemnify and keep indemnified the Body Corporate for any liability costs and expenses incurred by the Body Corporate or proceedings brought against the Body Corporate pursuant to such Act or other replacement or substituted act.

39. Carparking- Exclusive Use

39.1 The proprietor for the time being of each lot shall be entitled to the exclusive use and enjoyment for himself and his licensees as a parking facility that part of the common property which have the numbers which correspond with those lot numbers in Schedule E of the Community Management Statement as shown on the sketch annexed hereto and marked "A" with the proprietor being responsible at his own cost to keep the area in a neat and tidy condition.

39.2 The grant of exclusive use and enjoyment is made subject to the said proprietor allowing the Body Corporate and its committee and its properly appointed servants, agents and contractors at all reasonable times access to the area for any proper purpose including inspection and maintenance.

39.3 The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose parking spaces from one lot to another at any time on the written request of the proprietors involved.

40. Storage-Exclusive Use

40.1 The proprietor for the time being of each lot shall be entitled to the exclusive use and enjoyment for himself and his licensees for storage purposes that part of the common property which have the numbers which correspond with those lot numbers in Schedule E of the Community Management Statement as shown on the sketch annexed hereto, and marked "A" with the proprietor being responsible at his own cost to keep the area in a neat and tidy condition.

40.2 The grant of exclusive use and enjoyment is made subject to the said proprietor allowing the Body Corporate and its committee and its properly appointed servants, agents and contractors at all reasonable times access to the area for any proper purpose including inspection and maintenance.

41. Common Property and Recreation Areas

The Committee of the Body Corporate may make rules from time to time with respect to the use of the common property and recreation areas including the reservation of use of any such areas or part thereof for particular proprietors and their guests. Recreational areas shall include (without limitation) the main foyer areas as well as the swimming pool, spa, gymnasium, pool and bar lounge area, workshop area and theatre.

42. Security

The committee of the Body Corporate may take all reasonable steps to ensure the security of the lots and common property and body corporate personal property and the observance of these by-laws, and without limiting the generality of this by-law, may:-

- (a) close any part of the common property not required for access to a lot or carparking space on either a temporary or permanent basis, or otherwise restrict access to a use by proprietors or occupiers of any such part of the common property;
- (b) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the lots and common property;
- (c) obtain, install and maintain lots, alarms, communication systems and any other security devices,

43. Security Keys

- 43.1 If the committee of the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of proprietors or occupiers to any part of the common property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines available to proprietors free of charge and after that may, at its discretion, make additional numbers of keys or operating systems available to proprietors upon payment of such reasonable charge as may be determined from time to time by the committee of the body corporate.
- 43.2 A proprietor or occupier of a lot to whom any key or operating system is given pursuant to these by-laws must exercise a high degree of caution and responsibility in making the key or operating system available for use and must take reasonable precautions to ensure return of the key or operating system to the proprietor or the body corporate upon the occupier ceasing to be an occupier.
- 43.3 A proprietor or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come, must not, without the prior approval in writing of the committee of the Body Corporate duplicate a key or operating system or permit the key or operating system to be duplicated. Further, the proprietor or occupier of a lot must take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another proprietor or occupier, and is not disposed of otherwise than by returning it to the Body Corporate.
- 43.4 A proprietor or occupier of a lot who is issued a key or operating system referred to in these by-laws must immediately notify the body corporate if the key or operating system is lost or misplaced.

44. Bulk Supply of Electricity

The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy management system (hereinafter called "EMS") in the building and in such case the following shall apply:

- (a) the Body Corporate shall have the power to enter into a contract for the purpose of reticulated electricity, on the most economical basis, for the whole of the building from the relevant authority;
- (b) the Body Corporate shall have the power to sell reticulated electricity to each proprietor or occupant of a lot in the building;
- (c) each proprietor or occupant of the lot shall purchase and use all electricity consumed in his or her lot direct from the Body Corporate and shall not purchase electricity from any other source

- (d) the Body Corporate shall arrange for the installation of a separate electricity meter for each lot;
- (e) the Body Corporate shall not be required to supply to any proprietor or occupant of a lot electricity requirements beyond those requirements which the relevant authority could supply at any particular time;
- (f) the price to be charged by the Body Corporate to each proprietor or occupant of a lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying electricity direct to each proprietor or occupant of a lot;
- (g) the Body Corporate shall render accounts to each proprietor or occupant of a lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these By-laws, then a proprietor of a lot is liable, jointly and severally with any person who was liable to pay that electricity account when that proprietor became the proprietor of that lot; and
- (i) in the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment, then the Body Corporate shall be entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction;
 - (ii) disconnect the supply of reticulated electricity to the relevant lot;
 - (iii) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description, and
 - (iv) the Body Corporate shall, from time to time, determine a security deposit to be paid by each proprietor or occupant of lots connected for the supply of the reticulated electricity as a guarantee against non-payment of accounts for the supply of reticulated electricity or monies pursuant to this by-law.

45. Bulk Supply of Gas

The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain a gas management system (hereinafter called "GAS") in the building and in such case the following shall apply:

- (a) the Body Corporate shall have the power to enter into a contract for the purpose of reticulated gas, on the most economical basis, for the whole of the building from the relevant authority;
- (b) the Body Corporate shall have the power to sell reticulated gas to each proprietor or occupant of a lot in the building;
- (c) each proprietor or occupant of a lot shall purchase and use all gas consumed in his or her lot direct from the Body Corporate and shall not purchase gas from any other source;
- (d) the Body Corporate shall arrange for the installation of a separate gas meter for each lot;
- (e) the Body Corporate shall not be required to supply to any proprietor or occupant of a lot gas requirements beyond those requirements which the relevant authority could supply at any particular time;
- (f) the price to be charged by the Body Corporate to each proprietor or occupant of a lot for the supply of reticulated gas shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying gas direct to each proprietor or occupant of a lot;

- (g) the Body Corporate shall render accounts to each proprietor or occupant of a lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these By-Laws, then a proprietor of a lot is liable, jointly and severally with any person who was liable to pay that gas account when that proprietor becomes the proprietor of that lot; and
- (i) in the event that a proper account for the supply of reticulated gas is not paid by its due date for payment, then the Body Corporate shall be entitled to:-
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction;
 - (ii) disconnect the supply of reticulated gas to the relevant lot;
 - (iii) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of gas due to the breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
 - (iv) the Body Corporate shall, from time to time, determine a security deposit to be paid by each proprietor or occupant of lots connected for the supply of the reticulated gas as a guarantee against non-payment of accounts for the supply of reticulated gas or monies pursuant to this by-law.

46. Hard Flooring Limitation

- 46.1 No proprietor shall install hard flooring without the written consent of the Body Corporate and that in granting the consent the Body Corporate may impose the following conditions and any other reasonable conditions it deems necessary to manage floor impact noise so as to not unreasonably affect the acoustic amenity for lower occupied or adjacent areas.
- 46.2 Any installed hard floor surface is to provide a level of floor impact isolation of LnTw 55 (ref AAAC 3 Star - www.aaac.org.au) or better, between lower or adjacent occupied or residential areas (as per ISO 140 Part 7).
- 46.3 Prior to the installation of the floor surface, advice must be sought from a recognised acoustic consulting company with regard to suitable floor treatments to meet this level of isolation. This may include:
- (a) a preliminary floor impact isolation test to determine the isolation provided by the base floor slab under consideration;
 - (b) testing on a sample of the isolation system to be used to confirm the final performance outcome.
- The acoustic consulting company is to provide a written report providing their recommendations to achieve the required LnTw 55, and documenting the basis for providing these recommendations.
- 46.4 Upon completion of the works the floor shall be tested to ensure that the minimum impact isolation requirement has been met. This test must be carried out in accordance with the procedures defined in ISO Standard 140 Part 7 by a company experienced with and recognised for this type of work. A system will be accepted as being in compliance with the design criterion, if the performance level is not more than one (1) unit above the compliance level (not greater than LnTw 56). This tolerance is allowed as it is recognised that impact isolation levels can vary in different locations in the same building.
- 46.5 An impact isolation test certificate is to be submitted to the Body Corporate within ten (10) days of the test showing compliance with the defined limit.
- 46.6 Should the tested floor fail to meet the Body Corporate's performance requirements, it is the responsibility of the Unit Owner to rectify the matter at their own cost.

47. Carparking-Use by Residents and Visitors Only

- 47.1 Carparking spaces shall only be used as provided for in By-Law 39 for the personal use and enjoyment by residents and visitors.
- 47.2 A proprietor shall not grant a lease, licence or any other interest in a carparking space to any party other than a resident within the Scheme
- 47.3 The Body Corporate will not amend By-Laws 47.1 and 47.2 without first obtaining the written consent of the Council, which consent may be withheld or granted with or without conditions, at the total discretion of the said Brisbane City Council.

48. No Enclosure of Balconies

- 48.1 No proprietor shall allow any balcony or terrace area to be enclosed with shutters, glazing, louvers or any other similar permanent structure, except where specifically provided on the approved drawings or required to comply with By-Law 49 below.
- 48.2 The Body Corporate will not amend By-law 48.1 without first obtaining the written consent of the Council, which consent may be withheld or granted with or without conditions, at the total discretion of the said Brisbane City Council.

49. Screening on Type A Units on Levels 8 – 24

- 49.1 Screens (“**screens**”) shall be installed on the north-western facing balconies on lots 88, 98, 108, 118, 128, 138, 148, 158, 168, 178, 188, 198, 208, 218, 228, 238 and 248 (“**applicable lots**”).
- 49.2 The screens must comply with the following requirements:
- (a) the screens must comply with any requirements indicated on an approved plan which forms part of a Development Approval issued by the Brisbane City Council;
 - (b) where a direct view is available from the balcony of an applicable lot into windows, balconies, landings, terraces and decks of an adjacent building, the screens must screen that view from floor level to a height above 1.5 metres above floor level;
 - (c) the screens shall be in the form of translucent screens or glass, perforated or slatted panels, or louvers that are permanent, durable and fixed and have a maximum 25% openings, with a maximum opening of 50mm; and
 - (d) only 1 type of screening must be used for all applicable lots.
- 49.3 Despite By-Law 49.1 and 49.2 screens need not be installed on an applicable lot if the proprietor of that lot agrees in writing that they do not want screens installed on the balcony of their lot. If screens have been installed on the balcony of a particular lot and a proprietor of that lot later agrees in writing that they do not want screens installed on their balcony, the proprietor of that lot must pay the costs of removing the screens, make good any damage (at their cost) caused by the removal of the screens, and indemnify the Body Corporate against any loss, damage, costs or consequences of any type caused by the removal of the screens.
- 49.4 This By-Law 49 is required to comply with a condition contained in a Development Approval issued by the Brisbane City Council and the Body Corporate shall not amend or remove this By-Law 49 without the written consent of the Brisbane City Council.

50. Special privilege use of common property

- 50.1 Each proprietor or occupier for the time being of the lots on each level as set out in Schedule E shall have the exclusive use (together with other owners or occupiers on that level) of the Common Property contained within the lift foyer and passage ways on the level set out opposite that lot number in Schedule E in the column headed “Special Privilege Area-Lift Foyer and Passage Ways”.
- 50.2 The special privilege granted under this by-law includes limited access to each level from the lifts to key access or its equivalent to the lot owners or occupiers to whom this special privilege is granted.

51. Brisbane City Council Indemnity

The Aurora Tower development has been approved by the Brisbane City Council on the basis that an indemnity is provided for refuse collection vehicles to enter The Aurora Tower development.

52. No smoking

52.1 The occupier of a lot included in a community titles scheme must not smoke a tobacco product, or permit the smoking of a tobacco product, on the lot or the common property in a way that—

- (a) causes a nuisance or hazard; or
- (b) interferes unreasonably with the use or enjoyment of another lot included in the scheme; or
- (c) interferes unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.

53. Interpretation

52.1 In these By-laws unless a contrary intention appears:

“Act” means the Body Corporate and Community Management Act 1997 as amended.

“Community Management Statement” means the community management statement for The Aurora Tower Community Management Scheme.

“Manager’s Unit” means Lot 74.

“Plans” means the Plans attached to the Community Management Statement.

“Scheme” means the Aurora Tower Community Titles Scheme.