

## Title Reference [ to issue from 50972011 ]

- (b) benefiting from the particular body corporate's expenditure.
2. The body corporate budget and sinking fund costs have been analysed and the expenditure categorized according to the cause / benefit rationale. Expenses that benefited all lots equally (eg secretarial fees, audit fees, printing, postage and outlays etc) were shared between the lots equally. Expenses that were caused by the size of the lot (for instance – painting and many other sinking fund items) were shared according to the size of the lot. Expenses that benefited only certain lots were shared according to that benefit.

**Explanation of the calculation of the interest schedule lot entitlements**

For The Pines at the Atrium Community Titles Scheme, the interest schedule lot entitlements for each lot have been calculated to reflect the respective market values of the lots.

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

Not applicable

**SCHEDULE C BY-LAWS****1 DEFINITIONS**

**Act** means the Body Corporate and Community Management Act 1997.

**Invitee** means any person on the scheme land with the permission of an Owner or Occupier.

**Occupier** means a tenant of a lot, a licensee of a lot and/or any person resident in a lot.

**Owner** means an owner of a lot.

**Vehicle** includes but is not limited to a car, truck, motor bike, boat, trailer, caravan, campervan or mobile home.

Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this document unless the context indicates otherwise.

**2 INTERPRETATION**

2.1 Unless expressed to the contrary:-

2.1.1 words importing:-

(a) the singular include the plural and vice versa;

(b) any gender include the other genders;

2.1.2 if a word or phrase is defined, cognate words and phrases have corresponding definitions;

2.1.3 a reference to:-

(a) a person includes a firm, association, trust, partnership, body, instrumentality or entity whether incorporated or not, corporation and a government or statutory body or authority;

(b) a person includes legal personal representatives, successors, substitutes and permitted assigns;

**Title Reference [ to issue from 50972011 ]**

- (c) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments and replacements of any of them;
  - (d) a right includes a benefit, remedy, discretion, authority or power;
  - (e) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (f) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
  - (g) anything is a reference to the whole or any part of it and any reference to a group of things or persons is a reference to any one or more of them;
  - (h) an obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, them jointly and each of them severally.
- 2.1.4 headings are included for convenience only and do not affect the interpretation of these by-laws.
- 2.1.5 in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.
- 2.2 If any part of these by-laws is invalid for any reason that part will be severed from these by-laws and that invalidity will not affect the validity or operation of any other part of these by-laws except to the extent necessary to give effect to that invalidity.

**3 NOISE**

---

- 3.1 An Owner or Occupier must not create (and must ensure their Invitees do not create) any noise likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property.
- 3.2 Owners or Occupiers leaving or returning to a lot late at night or early in the morning must do so with minimum noise.
- 3.3 Invitees leaving after 11:00 pm must be requested by the Owner or Occupier of the lot to leave quietly.
- 3.4 An Owner or Occupier must take all necessary steps (e.g. by closing all doors, windows and curtains) to minimise annoyance to other Owners, Occupiers and Invitees caused by unavoidable noise.
- 3.5 The volume of any radio, television or other sound emitting device must be kept as low as possible and must not be audible to any person lawfully on another lot or the common property.
- 3.6 An Owner or Occupier must not permit:-
- 3.6.1 any musical instrument to be practised or played; or
  - 3.6.2 any avoidable noise to be made;
- so as to be audible to any person lawfully on another lot or the common property.

## Title Reference [ to issue from 50972011 ]

**4 VEHICLES**

- 4.1 An Owner or Occupier must not, without the body corporate's written approval or unless authorised under an exclusive use by-law:-
- 4.1.1 park a Vehicle or allow a Vehicle to stand, on the common property (including but not limited to all internal roads within the scheme land); or
  - 4.1.2 permit an Invitee to park a Vehicle, or allow a Vehicle to stand, on the common property, except for the designated visitor parking.
- 4.2 An Owner or Occupier must not, without the body corporate's written approval drive or permit to be driven any motor vehicle in excess of two (2) tonnes (other than vehicles(s) necessary to complete the construction and/or occupation of any building on a Lot or vehicles entitled by statute, ordinance, code or other law) over the common property. This by-law does not apply to the original owner while it remains an Owner or Occupier of any lot.
- 4.3 An approval under clause 4.1 or 4.2 must state the period for which it is given, with the exception of designated visitor parking. However, the body corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.
- 4.4 An Owner or Occupier must ensure their Invitees only use the designated visitor parking for casual parking.
- 4.5 An Owner or Occupier must not drive a vehicle over the common property at a speed greater than 10kph.
- 4.6 The body corporate may from time to time designate an area of common property to be used for the washing of Vehicles. If an area is designated by the body corporate an Owner or Occupier must not wash a Vehicle anywhere else on the common property.

**5 OBSTRUCTION/NUISANCE/INTERFERENCE**

An Owner or Occupier must not:-

- 5.1 obstruct the lawful use of the common property by any other person;
- 5.2 cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of any person lawfully on another lot or using the common property;
- 5.3 operate or permit to be operated on the scheme land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including but not limited to a television or radio) lawfully being used on a lot or the common property; or
- 5.4 ride or permit to be ridden on the common property any skateboard, roller blades, skates, cart or any other similar equipment.

**6 DEPOSITING RUBBISH, ETC ON THE COMMON PROPERTY**

An Owner or Occupier must not deposit or throw upon the common property or any lot any paper, refuse, cigarette butts, rubbish, dirt, dust or any other material likely to interfere with the peaceful enjoyment of a person lawfully on a lot or using the common property.

## Title Reference [ to issue from 50972011 ]

**7 GARBAGE DISPOSAL**

- 7.1 Unless the body corporate provides some other method of garbage disposal, every Owner or Occupier must keep a receptacle for garbage in a clean and dry condition on the lot or on a part of the common property designated by the body corporate for that purpose.
- 7.2 The Owner/Occupier must:-
- 7.2.1 comply with all local government laws about the disposal of garbage;
  - 7.2.2 ensure that in disposing of garbage, the Owner/Occupier does not adversely affect the safety, hygiene, health or comfort of other Owners and Occupiers; and
  - 7.2.3 use any recycle bins or receptacles that are provided by the body corporate and/or the local authority, and, separate where necessary any garbage so full use is made of any recycle bins or receptacles.
- 7.3 Where any receptacle for garbage kept by the Owner or Occupier in accordance with by-law 7.1 contains garbage, the Owner or Occupier must ensure the receptacle:-
- 7.3.1 is available on all collection days in a manner acceptable to the garbage collectors (which includes but is not limited to taking the receptacle to the collection point nominated by the body corporate committee);
  - 7.3.2 is returned to its correct storage position after collection; and
  - 7.3.3 does not remain at the collection point for more than twenty four (24) hours.

**8 DAMAGE TO LAWNS ETC ON COMMON PROPERTY**

An Owner or Occupier must not without the body corporate's written approval or unless authorised under an exclusive use by law:-

- 8.1 damage any lawn, garden, tree, shrub, plant or flower growing on the common property; or
- 8.2 use any part of the common property as a garden.

**9 DAMAGE AND ALTERATIONS TO COMMON PROPERTY**

- 9.1 An Owner or Occupier must not (without the body corporate's written consent):-
- 9.1.1 mark, paint, drive nails, screws or other objects into, or otherwise damage, deface any structure that forms part of the common property or any body corporate asset; or
  - 9.1.2 make any alterations or improvements to the common property.
- 9.2 This by-law does not prevent an Owner or Occupier (or person authorised by an Owner or Occupier) from installing:-
- 9.2.1 any lock or other safety device to protect a lot against intruders; or
  - 9.2.2 any screen or other device to prevent the entry of animals or insects upon a lot;
- provided the device or screen is soundly built and is consistent with the colour, style and materials of the building and is maintained in a state of good and serviceable repair by the Owner/Occupier.

**Title Reference [ to issue from 50972011 ]**

- 9.3 Notwithstanding by-laws 9.2 and 9.3, an Owner or Occupier may install a security screen, door, device (or approved equivalent) on their lot without the consent of the body corporate but only if the security screen, door, device (or approved equivalent) is a "crim mesh security screen" and:-
- 9.3.1 the border of the security screen, door, device or approved equivalent matches the existing door or window frame colour; and
- 9.3.2 the remainder of the security screen, door, device or approved equivalent (including any mesh or grille) is black in colour.
- 9.4 The body corporate may (but is not obliged to) refer the request for its consent under this by-law to the architect appointed by the body corporate. If the architect:-
- 9.4.1 recommends the alterations or improvements be approved, the body corporate must provide its consent to the alterations or improvements; or
- 9.4.2 recommends the alterations or improvements be refused, the body corporate must not provide its consent to the alterations or improvements.
- 9.5 The body corporate will be entitled to request copies of all plans and specifications and any report(s) it (or the architect considering the proposed alteration) considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request. Any costs payable to the architect in considering the proposed alterations or improvements must be paid by the Owner or Occupier making the request.
- 9.6 Any alterations or improvements must be:-
- 9.6.1 carried out in:-
- (a) a good and workmanlike manner by appropriately skilled and qualified tradespeople;
- (b) accordance with any conditions imposed by the body corporate;
- (c) accordance with the requirements of any relevant authority;
- (d) such a manner as to minimise interference to any people lawfully on another lot or using the common property; and
- 9.6.2 completed as soon as possible after commencement.
- 9.7 Any improvement to the common property must be maintained by the current Owner of the lot (to whom consent for the alteration was provided under this by-law) unless otherwise provided by the body corporate.

**10 OVERLOADING OF STRUCTURES**

---

- 10.1 An Owner or Occupier must not damage any structure forming part of the scheme land (including the floors and/or walls of the building(s)) by overloading the structure.
- 10.2 An Owner or Occupier must not (without the prior written consent of the body corporate) do anything which will or may have an adverse effect on the load bearing capacity of the whole or part of any structure forming part of the scheme land.
- 10.3 The body corporate will be entitled to request copies of all documents and report(s) it considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request.

## Title Reference [ to issue from 50972011 ]

**11 ALTERATIONS TO A LOT**

- 11.1 An Owner or Occupier must not (without the prior written consent of the body corporate) alter the external appearance of a lot or make any structural alterations (including structural fitouts) to a lot. Any alteration carried out in contravention of this by-law may be removed (with or without notice) by the body corporate or its servants, agents or contractors and the Owner or Occupier of the lot must permit entry to the lot for this purpose. This by-law does not apply to the original owner.
- 11.2 The body corporate may (but is not obliged to) refer the request for its consent under this by-law to an architect appointed by the body corporate. If the architect:-
- 11.2.1 recommends the alterations be approved, the body corporate must provide its consent to the alterations; or
  - 11.2.2 recommends the alterations be refused, the body corporate must not provide its consent to the alterations.
- 11.3 An alteration to the external appearance of a lot or a structural alteration to a lot includes but is not limited to painting or repainting of or the carrying out of work to the exterior of a lot, the erection of external blinds, awnings, pergolas, external aerials, receivers, satellite dishes, changes to utility infrastructure (including gas, water or electrical installations), the installation or replacement of an air-conditioning unit or the enclosure of any balcony or patio.
- 11.4 The body corporate will be entitled to request copies of all plans and specifications and any report(s) it (or the architect considering the proposed alteration) considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request. Any costs payable to the architect in considering the proposed alterations must be paid by the Owner or Occupier making the request.
- 11.5 Any alterations must be carried out in:-
- 11.5.1 a good and workmanlike manner;
  - 11.5.2 in accordance with any conditions imposed by the body corporate committee; and
  - 11.5.3 in accordance with the requirements of any relevant authority.

**12 WINDOW COVERINGS**

An Owner or Occupier must not hang any window covering (including curtains, blinds, shutters, venetians or roller shades) or apply any window tinting visible from outside the lot (the "window coverings") unless the window coverings have a neutral backing, or the colour and design of the window coverings and the type of window tinting has been approved in writing by the body corporate committee. In giving any approval the body corporate must ensure so far as is practical that the window coverings and tinting used in all lots present a uniform appearance when viewed from outside the lots. This by-law does not apply to the original owner.

**13 APPEARANCE OF LOT AND COMMON PROPERTY AND OUTDOOR DRYING FACILITIES**

- 13.1 An Owner or Occupier must not (without the prior written consent of the body corporate committee):-
- 13.1.1 paint, affix or display any sign, advertisement, notice, poster, placard, banner, pamphlet or similar article or hang any washing, towels, clothing, bedding or other articles (except on any clothes line provided for the purpose of hanging laundry) on any lot or the common property;
  - 13.1.2 park a Vehicle (other than a car which has current registration) on a lot or allow a Vehicle (other than a car which has current registration) to stand on any lot;
  - 13.1.3 do any maintenance work on any Vehicle if the Vehicle is visible from another lot, the common property or outside the scheme land;

**Title Reference [ to issue from 50972011 ]**

- 13.1.4 place any outdoor drying facilities including a clothes line, hoist or rack ("drying facilities") on the common property;
  - 13.1.5 use drying facilities;
  - 13.1.6 install any umbrella or awning on a lot; or
  - 13.1.7 use any part of a lot or the common property for storage;
- in such a way as to be visible from another lot, the common property or outside the scheme land.
- 13.2 Provided however while the original owner remains an Owner or Occupier of any lot, the original owner may:-
- 13.2.1 affix or display any sign, advertisement or notice for the purpose of offering any lot for sale or lease; or
  - 13.2.2 use any part of a lot or common property (other than areas of the common property which are allocated for the exclusive use by an Owner.

**14 MAINTENANCE OF LOTS**

---

- 14.1 Every Owner/Occupier:-
- 14.1.1 is responsible for the maintenance and decoration of its lot and must ensure that each lot is kept clean (including but not limited to the removal of garbage) and maintained so as not to allow infestation by vermin or insects or to be offensive in appearance to other Owners and Occupiers;
  - 14.1.2 must ensure that any waterproofing membrane which forms part of a lot is maintained to prevent water escaping onto another lot or the common property;
  - 14.1.3 is responsible for the maintenance and replacement of any lawn, garden, tree, shrub, plant or flower growing on its lot (if any) and must ensure any vegetation:-
    - (a) is kept in good condition (which includes but is not limited to regularly mowing any lawn and keeping any plants in good condition and keeping any garden reasonably free of weeds and removing and replacing any dead plants) and within the boundaries of the lot;
    - (b) is maintained so as not to be offensive in appearance to other Owners and Occupiers and to prevent any increase to the fire risk or the spread of noxious weeds;
  - 14.1.4 must not (without the prior written consent of the body corporate) change any landscaping scheme or the type of plants.
- 14.2 Windows must be kept clean and any broken windows must be promptly replaced (with glass of a similar standard) by the Owner/Occupier of the lot (at their expense). Owners and Occupiers must securely fasten all doors, windows or other openings to the lot whenever the lot is not occupied.

## Title Reference [ to issue from 50972011 ]

**15 STORAGE OF INFLAMMABLE LIQUIDS ETC.**

- 15.1 Subject to by-law 15.2, an Owner or Occupier must not (without the body corporate committee's prior written consent) bring on to, or store any inflammable, explosive or otherwise volatile substance or any thing which would increase the rate of fire insurance on the lot or the scheme land or which may conflict with any insurance policy upon the scheme land or the laws/regulations relating to fires or the regulations or ordinances of any public authority:-
- 15.1.1 on the common property; or
  - 15.1.2 in a lot (or an area of the common property available for the exclusive use for the purpose of a courtyard/garden) unless the substance or thing is used or is intended for use for domestic purposes and is stored in accordance with the laws/regulations relating to the storage of the substance or thing.
- 15.2 An Owner or Occupier may store fuel in:-
- 15.2.1 the fuel tank of a Vehicle; or
  - 15.2.2 a tank kept on a Vehicle in which the fuel is stored in accordance with the laws/regulations relating to the storage of the fuel.

**16 KEEPING OF ANIMALS**

- 16.1 Subject to by-law 16.2 no animal other than animals used as part of the security system/native fauna will be allowed on a lot or the common property unless the keeping of the pet or other animal by the Owner or Occupier is approved by the body corporate committee.
- 16.2 An Owner or Occupier may keep a maximum of two (2) animals on their lot provided:-
- 16.2.1 the animals are domestic dogs or domestic cats; and
  - 16.2.2 the animals are not (or are not expected to be) of a mass greater than ten (10) kilograms each.
- 16.3 If an Owner or Occupier is permitted to keep a pet or other animal pursuant to by-law 16.2, then that Owner or Occupier must ensure:-
- 16.3.1 that any droppings or waste material deposited by the pet or other animal on the common property is promptly removed and deposited in an appropriate garbage receptacle with appropriate wrapping;
  - 16.3.2 a photograph of the animal and the name of the animal are provided to the body corporate;
  - 16.3.3 that dogs are at all times kept on a leash while on the common property;
  - 16.3.4 that cats are kept indoors during the hours of darkness;
  - 16.3.5 that the pet wears an identification tag clearly showing the Owner or Occupier's address and/or telephone number;
  - 16.3.6 that in addition to 16.3.5 above, cats wear collar bells; and
  - 16.3.7 that the pet or other animal is kept clean, quiet and controlled at all times while on a lot or the common property.



**Title Reference [ to issue from 50972011 ]**

- 16.4 Despite anything else in this by-law the body corporate committee may:-
- 16.4.1 refuse permission to bring a pet or other animal onto a lot or the common property by giving notice to the owner of the pet or other animal concerned; and/or
- 16.4.2 if the animal is kept in accordance with by-law 16.2, give written notice to the Owner or Occupier that the pet or other animal must be removed from the scheme land;
- if, in the reasonable opinion of the body corporate committee, the pet or other animal is a nuisance or a danger to any person lawfully on a lot or using the common property or there has been a persistent breach of this by-law.
- 16.5 Any Owner or Occupier who brings or allows a pet or other animal onto a lot or the common property is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.
- 16.6 This by-law is subject to the provisions of Section 181 of the Act.

**17 BEHAVIOUR OF INVITEES**

---

- 17.1 Owners and Occupiers must take all reasonable steps to ensure their Invitees are adequately clothed at all times and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property or in a way that is likely to result in a breach of these by-laws.
- 17.2 Owners and Occupiers will be liable to compensate the body corporate for all damage to the common property or body corporate assets caused by their Invitees.
- 17.3 The Owner of a lot which is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure their Invitees comply with these by-laws, including but not limited to:-
- 17.3.1 ensuring the agreement contains provisions requiring the Occupier to comply with these by-laws; and
- 17.3.2 taking action under the agreement to ensure these by-laws are complied with.

**18 USE OF LOTS**

---

- 18.1 All lots must be used only for:-
- 18.1.1 residential purposes; and/or
- 18.1.2 home occupation purposes.
- 18.2 An Owner or Occupier must not use a lot for any illegal, unlawful or immoral purpose or for any purpose which may interfere with the peaceful enjoyment of a person lawfully on another lot or the common property that may cause a nuisance or hazard or that may endanger the safety or good reputation of another Owner or Occupier.
- 18.3 Despite the provisions of this by-law the original owner may use any lot it owns for display purposes and permit the lots it owns and the common property to be inspected by prospective purchasers.
- 18.4 Where a lot includes an area designed for the parking of cars, the Owner or Occupier of the lot must only use this part of the lot for car parking purposes.

## Title Reference [ to issue from 50972011 ]

**19 RECOVERY BY BODY CORPORATE**

---

Where the body corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Owner, Occupier or Invitee then the body corporate is entitled to recover:-

- 19.1 from the Owner (if the damage is caused by the Owner); or
- 19.2 from the Owner (at the time the damage occurred) of the lot from which the Occupier or Invitee came (if the damage is caused by an Occupier or Invitee);

the amount spent as a debt in any court action.

**20 RECOVERY OF COSTS**

---

20.1 An Owner (which expression shall extend to a mortgagee in possession) must pay on demand the whole of the body corporate's costs and expenses (including solicitor and own client costs and body corporate administrative and secretarial costs), such amount to be deemed a liquidated debt incurred in:-

- 20.1.1 requesting payment of and collecting and recovering contributions or monies payable to the body corporate pursuant to the Act duly levied upon that Owner by the body corporate or otherwise or pursuant to these by-laws; and
- 20.1.2 all proceedings, including legal proceedings concluded or otherwise in favour of the body corporate taken by or against the Owner and/or Occupier of the Owner's lot or otherwise, including, but not limited to, applications for an order by the commissioner, appeals to the tribunal and appeals to the court.

20.2 In the event that the Owner (or the Owner's mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of these costs and expenses, the body corporate may:-

- 20.2.1 treat such costs and expenses as a liquidated debt and take action for the recovery of the costs and expenses in any court of competent jurisdiction; and
- 20.2.2 enter such costs and expenses against the levy account of such Owner in which case the amount of the costs and expenses must be paid to the body corporate upon a subsequent sale or disposal of the Owner's lot failing which the purchaser of this lot will be liable to the body corporate for the payment of the costs and expenses.

**21 POST BOXES**

---

An Owner or Occupier must regularly clear its post box.

**22 FURTHER DUTIES OF OCCUPIERS**

---

22.1 An Owner or Occupier must:-

- 22.1.1 give to the body corporate prompt notice of any accident to or defect in:

- (a) the common property (including but not limited to utility infrastructure); and
- (b) any other property owned by the body corporate (including body corporate assets);

and must allow the body corporate full authority by its agents or servants to examine or make repairs or renovations which are deemed necessary for the safety and preservation of the building(s);

**Title Reference [ to issue from 50972011 ]**

- 22.1.2 promptly notify the body corporate (and provide a detailed description) of any accident occurring on the common property;
- 22.1.3 permit the body corporate and its servants, agents and contractors at all reasonable times on one day's notice (except in the case of an emergency when no notice will be required) to enter a lot for the purpose of inspecting the interior of the lot and testing or carrying out works or effecting repairs on utility infrastructure or for the purpose of ensuring that these by-laws are being observed or for carrying out works or taking steps to ensure compliance with these by-laws. The body corporate in exercising this power must ensure its servants, agents and contractors cause as little inconvenience as is reasonable in the circumstances;
- 22.1.4 carry out all work that may be ordered by any competent public or local authority other than work that is for the building(s) generally;
- 22.1.5 in the event of any infectious disease occurring on any lot and which requires notification by any statute, regulation or ordinance, the Owner or Occupier must give written notice and other required information to the body corporate committee and must pay to the body corporate any expenses incurred by the body corporate in disinfecting the lot and the other parts of the building(s) and replacing any articles or things the destruction of which may be rendered necessary by such disease;
- 22.1.6 observe the terms of any notice displayed on the common property by the body corporate or any statutory authority;
- 22.1.7 not permit any auction sale to be conducted on or to take place upon any lot or the common property without the prior written consent of the body corporate committee. This by-law does not apply to the original owner;
- 22.1.8 before moving any heavy furniture, or equipment into or out of any lot give notice to the Complex Manager (who must ensure protective barriers are placed where required) and must move the same during normal daylight hours and do so with minimum interference to other Owners and Occupiers;
- 22.1.9 not (without the body corporate's authority) instruct any contractors or workmen employed by or on behalf of the body corporate;
- 22.1.10 if the Owner or Occupier wishes to lodge a complaint or application or to bring any matter to the attention of the body corporate committee address the written complaint, application or matter to the secretary of the body corporate or to the body corporate manager;
- 22.1.11 not use any water closets, conveniences and other water apparatus including waste pipes and drains installed in any lot and/or the common property for any purpose other than for which they were constructed and must not deposit any sweepings, rubbish or other unsuitable substances into these fixtures;
- 22.1.12 not use utility infrastructure for any purpose other than for which it was constructed;
- 22.1.13 only store a bicycle (which is to be locked) on the common property in the bicycle racks;
- 22.1.14 not waste water and must ensure that all water taps in a lot or on the common property are turned off after use. If a lot is unoccupied for a period of more than one month, then any stopcock on the hot water system must be turned off; and
- 22.1.15 promptly carry out any repairs to a lot in a proper and workmanlike manner.

## Title Reference [ to issue from 50972011 ]

**23 APPROVALS BY BODY CORPORATE AND BODY CORPORATE COMMITTEE**

---

Any approval given by the body corporate or the body corporate committee:-

23.1 is valid for the period stated in the approval or until such time as the approval is cancelled by the body corporate or body corporate committee; and

23.2 may be given on such conditions as the body corporate or body corporate committee thinks fit.

**24 RULES RELATING TO COMMON PROPERTY**

---

The body corporate committee may make rules relating to the common property not inconsistent with these by-laws and these rules must be observed by all Owners and Occupiers while they remain in force or unless and until they are repealed by an ordinary resolution of a general meeting of the body corporate.

**25 DISPLAY OF BY-LAWS**

---

A copy of these by-laws must be exhibited in a prominent place in any lot which is not occupied by an Owner.

**26 SMOKING IN COMMON AREAS PROHIBITED**

---

An Owner, Occupier or Invitee must not engage in or allow smoking in any areas of common property located inside a building (including any part of the common area).

**27 RENOVATION OF LOT**

---

The manner and style of any fit out or renovation (including but not limited to the removal, installation or reinstallation of any hard floor (e.g. tiles or timber)) of any lot must have the prior written approval of the body corporate (and if necessary the approval of any relevant authority). The body corporate will be entitled to request copies of all plans and specifications and any report it considers necessary to enable the body corporate to consider a request for its approval and the Owner or Occupier must (at their cost) comply with any request. If the body corporate determines it is necessary to engage a consultant to provide advice in relation to the request, the costs of this consultant must be paid by the Owner or Occupier making the request for the approval of the body corporate.

**28 FIRE APPARATUS**

---

No Owner or Occupier is to:-

28.1 interfere with fire safety equipment or use it other than for the purpose for which it was installed; or

28.2 obstruct any fire exit or means of access to any fire safety equipment.

**29 SECURITY**

---

29.1 The body corporate may operate a security system (including the installation of locks and other security devices) and make rules and arrangements under which parts of the scheme land are secured against entry by unauthorised persons.

29.2 To the maximum extent permitted by law the body corporate is not liable for any loss or damage to any person or property due to:-

29.2.1 the failure or non operation of the security system; or

29.2.2 the unauthorised entry to any part of the scheme land.

**Title Reference [ to issue from 50972011 ]**

- 29.3 An Owner or Occupier must not disclose to any person any information nor do anything which may in any way adversely affect any security system operated by the body corporate.

**30 INSURANCE**

---

If due to the nature of activities undertaken by any Owner or Occupier, the premiums payable under any insurance policy taken out by the body corporate increase, then the Owner of any such lot must pay to the body corporate the amount of increase in the premium(s) resulting from the activities undertaken by the Owner or Occupier.

**31 ORIGINAL OWNER PERMITTED TO USE COMMON PROPERTY**

---

Until all lots in the scheme have been developed and sold by the original owner, the original owner has the authority of the body corporate to access the common property for:-

- 31.1 the carrying out of promotional and marketing functions provided all reasonable steps are taken to minimise disturbance to the Owners, Occupiers and Invitees; and
- 31.2 construction purposes. The rights granted to the original owner under this by-law include but are not limited to:-
- 31.2.1 the right to have construction traffic cross over the common property; and
- 31.2.2 the right to cause any front entry gates to remain open during working hours to facilitate access.

**32 AIR-CONDITIONING UNITS**

---

Each Owner or Occupier must repair and maintain any air-conditioning unit that services the lot so the unit:-

- 32.1 if visible from another lot, the common property or outside the scheme land is kept in a clean and tidy condition;
- 32.2 does not create any noise likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property; and
- 32.3 does not produce any leakage likely to interfere with the peaceful enjoyment of a person lawfully on another lot or using the common property.

**33 OUTDOOR DRYING FACILITIES**

---

- 33.1 An Owner or Occupier must not, without the body corporate's written approval:-
- 33.1.1 place any outdoor drying facilities including a clothes line, hoist or rack ("drying facilities") on the common property; or
- 33.1.2 use any drying facilities;
- in such a way as to be visible from another lot, the common property or outside the scheme land.
- 33.2 An Owner or Occupier must:-
- 33.2.1 only use drying facilities for the drying of articles and must promptly remove any dry articles and (if possible) retract the drying facilities when not in use; and
- 33.2.2 not change or replace any drying facilities without the body corporate's prior written consent.

**Title Reference [ to issue from 50972011 ]**

If an Owner or Occupier obtains the body corporate's written approval under by-law 33.1 the requirements of this by-law 33.2 will apply in addition to any conditions imposed by the body corporate.

**34 EXCLUSIVE USE – CARPARK**

---

- 34.1 The Owner of each lot identified in Schedule E is granted the exclusive use (for the purpose of a car park) of that part of the common property as identified in Schedule E (for the lot and for that purpose) and on the attached sketch plans.
- 34.2 Each Owner to whom exclusive use has been granted pursuant to this by-law:-
- 34.2.1 must only use the area for the purpose of parking a registered Vehicle;
  - 34.2.2 is responsible for keeping the area in a clean and tidy condition;
  - 34.2.3 is responsible for repairing any damage caused to the area by the Owner, its Invitees or its Occupiers; and
  - 34.2.4 is not entitled to enclose this area without the written consent of the body corporate.

Title Reference [ to issue from 50972011 ]

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED****Statutory Easements and Services Location Diagrams**

1. The lots affected, or proposed to be affected, by a statutory easement, and the type of statutory easement are set out in the following table:-

Lot on Plan	Statutory Easement	Services Location Diagrams
Lots 226 to 265 on SP 252621	Support, shelter, utility services and utility infrastructure	Not required
Lots 266 to 305 on SP 252619	Support, shelter, utility services and utility infrastructure	Not required
Common Property of The Pines at the Atrium Community Titles Scheme	Support, shelter, utility services and utility infrastructure	Attached in Plan "D"

**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

Lot on Plan	Exclusive Use Area	Purpose
Lot 226 on SP 252621	Area V on the attached sketch plan in Annexure "A"	Carpark
Lot 227 on SP 252621	Area U on the attached sketch plan in Annexure "A"	Carpark
Lot 228 on SP 252621	Area Q on the attached sketch plan in Annexure "A"	Carpark
Lot 229 on SP 252621	Area R on the attached sketch plan in Annexure "A"	Carpark
Lot 230 on SP 252621	Area O on the attached sketch plan in Annexure "A"	Carpark
Lot 231 on SP 252621	Area P on the attached sketch plan in Annexure "A"	Carpark
Lot 232 on SP 252621	Area M on the attached sketch plan in Annexure "A"	Carpark
Lot 233 on SP 252621	Area N on the attached sketch plan in Annexure "A"	Carpark
Lot 234 on SP 252621	Area Z on the attached sketch plan in Annexure "A"	Carpark
Lot 235 on SP 252621	Area Y on the attached sketch plan in Annexure "A"	Carpark
Lot 236 on SP 252621	Area S on the attached sketch plan in Annexure "A"	Carpark
Lot 237 on SP 252621	Area T on the attached sketch plan in Annexure "A"	Carpark
Lot 238 on SP 252621	Area AR on the attached sketch plan in Annexure "A"	Carpark
Lot 239 on SP 252621	Area AQ on the attached sketch plan in Annexure "A"	Carpark
Lot 240 on SP 252621	Area AT on the attached sketch plan in Annexure "A"	Carpark
Lot 241 on SP 252621	Area AS on the attached sketch plan in Annexure "A"	Carpark

## Title Reference [ to issue from 50972011 ]

Lot 242 on SP 252621	Area AV on the attached sketch plan in Annexure "A"	Carpark
Lot 243 on SP 252621	Area AU on the attached sketch plan in Annexure "A"	Carpark
Lot 244 on SP 252621	Area W on the attached sketch plan in Annexure "A"	Carpark
Lot 245 on SP 252621	Area X on the attached sketch plan in Annexure "A"	Carpark
Lot 246 on SP 252621	Area AF on the attached sketch plan in Annexure "A"	Carpark
Lot 247 on SP 252621	Area AE on the attached sketch plan in Annexure "A"	Carpark
Lot 248 on SP 252621	Area L on the attached sketch plan in Annexure "A"	Carpark
Lot 249 on SP 252621	Area AI on the attached sketch plan in Annexure "A"	Carpark
Lot 250 on SP 252621	Area K on the attached sketch plan in Annexure "A"	Carpark
Lot 251 on SP 252621	Area AJ on the attached sketch plan in Annexure "A"	Carpark
Lot 252 on SP 252621	Area J on the attached sketch plan in Annexure "A"	Carpark
Lot 253 on SP 252621	Area AK on the attached sketch plan in Annexure "A"	Carpark
Lot 254 on SP 252621	Area AA on the attached sketch plan in Annexure "A"	Carpark
Lot 255 on SP 252621	Area AB on the attached sketch plan in Annexure "A"	Carpark
Lot 256 on SP 252621	Area AH on the attached sketch plan in Annexure "A"	Carpark
Lot 257 on SP 252621	Area AG on the attached sketch plan in Annexure "A"	Carpark
Lot 258 on SP 252621	Area D on the attached sketch plan in Annexure "A"	Carpark
Lot 259 on SP 252621	Area E on the attached sketch plan in Annexure "A"	Carpark
Lot 260 on SP 252621	Area F on the attached sketch plan in Annexure "A"	Carpark
Lot 261 on SP 252621	Area G on the attached sketch plan in Annexure "A"	Carpark
Lot 262 on SP 252621	Area H on the attached sketch plan in Annexure "A"	Carpark
Lot 263 on SP 252621	Area I on the attached sketch plan in Annexure "A"	Carpark
Lot 264 on SP 252621	Area AD on the attached sketch plan in Annexure "A"	Carpark
Lot 265 on SP 252621	Area AC on the attached sketch plan in Annexure "A"	Carpark
Lot 266 on SP 252619	Area BD on the attached sketch plan in Annexure "A"	Carpark
Lot 267 on SP 252619	Area BC on the attached sketch plan in Annexure "A"	Carpark
Lot 268 on SP 252619	Area BG on the attached sketch plan in Annexure "A"	Carpark
Lot 269 on SP 252619	Area BS on the attached sketch plan in Annexure "A"	Carpark
Lot 270 on SP 252619	Area BF on the attached sketch plan in Annexure "A"	Carpark
Lot 271 on SP 252619	Area BR on the attached sketch plan in Annexure "A"	Carpark
Lot 272 on SP 252619	Area BE on the attached sketch plan in Annexure "A"	Carpark



## Title Reference [ to issue from 50972011 ]

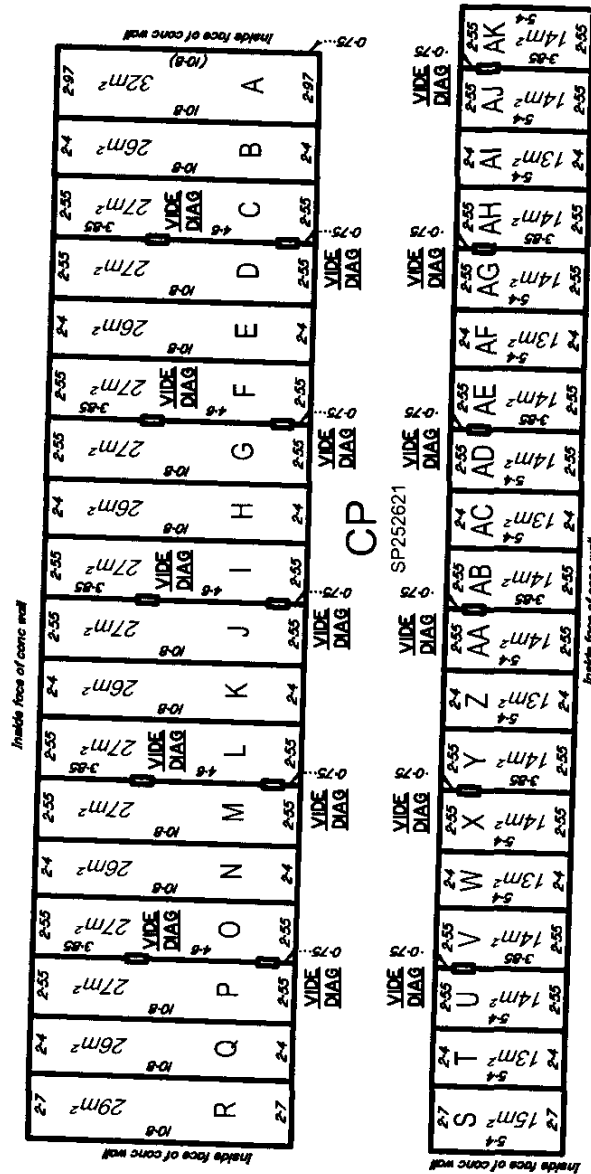
Lot 273 on SP 252619	Area BQ on the attached sketch plan in Annexure "A"	Carpark
Lot 274 on SP 252619	Area BBD on the attached sketch plan in Annexure "A"	Carpark
Lot 275 on SP 252619	Area BBC on the attached sketch plan in Annexure "A"	Carpark
Lot 276 on SP 252619	Area BBB on the attached sketch plan in Annexure "A"	Carpark
Lot 277 on SP 252619	Area BB on the attached sketch plan in Annexure "A"	Carpark
Lot 278 on SP 252619	Area BM on the attached sketch plan in Annexure "A"	Carpark
Lot 279 on SP 252619	Area BL on the attached sketch plan in Annexure "A"	Carpark
Lot 280 on SP 252619	Area BK on the attached sketch plan in Annexure "A"	Carpark
Lot 281 on SP 252619	Area BJ on the attached sketch plan in Annexure "A"	Carpark
Lot 282 on SP 252619	Area BI on the attached sketch plan in Annexure "A"	Carpark
Lot 283 on SP 252619	Area BH on the attached sketch plan in Annexure "A"	Carpark
Lot 284 on SP 252619	Area AZ on the attached sketch plan in Annexure "A"	Carpark
Lot 285 on SP 252619	Area BA on the attached sketch plan in Annexure "A"	Carpark
Lot 286 on SP 252619	Area AX on the attached sketch plan in Annexure "A"	Carpark
Lot 287 on SP 252619	Area AY on the attached sketch plan in Annexure "A"	Carpark
Lot 288 on SP 252619	Area A on the attached sketch plan in Annexure "A"	Carpark
Lot 289 on SP 252619	Area AL on the attached sketch plan in Annexure "A"	Carpark
Lot 290 on SP 252619	Area B on the attached sketch plan in Annexure "A"	Carpark
Lot 291 on SP 252619	Area AM on the attached sketch plan in Annexure "A"	Carpark
Lot 292 on SP 252619	Area C on the attached sketch plan in Annexure "A"	Carpark
Lot 293 on SP 252619	Area AN on the attached sketch plan in Annexure "A"	Carpark
Lot 294 on SP 252619	Area BP on the attached sketch plan in Annexure "A"	Carpark
Lot 295 on SP 252619	Area AW on the attached sketch plan in Annexure "A"	Carpark
Lot 296 on SP 252619	Area AO on the attached sketch plan in Annexure "A"	Carpark
Lot 297 on SP 252619	Area AP on the attached sketch plan in Annexure "A"	Carpark
Lot 298 on SP 252619	Area BY on the attached sketch plan in Annexure "A"	Carpark
Lot 299 on SP 252619	Area BX on the attached sketch plan in Annexure "A"	Carpark
Lot 300 on SP 252619	Area BW on the attached sketch plan in Annexure "A"	Carpark
Lot 301 on SP 252619	Area BV on the attached sketch plan in Annexure "A"	Carpark
Lot 302 on SP 252619	Area BU on the attached sketch plan in Annexure "A"	Carpark
Lot 303 on SP 252619	Area BT on the attached sketch plan in Annexure "A"	Carpark

## Title Reference [ to issue from 50972011 ]

Lot 304 on SP 252619	Area BO on the attached sketch plan in Annexure "A"	Carpark
Lot 305 on SP 252619	Area BN on the attached sketch plan in Annexure "A"	Carpark



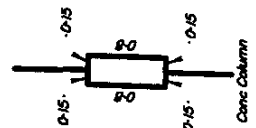
## LEVEL A



## LEGEND

Denotes face of wall or pillar

**DIAGRAM**  
Scale 1:50



Geo Surveying Pty Ltd, (ACN141 059 878)  
certify that the details shown on this sketch  
plan are correct.

*[Signature]*  
3-1-15

Cadastral Surveyor

Date

**Geo**  
SURVEYING pty ltd

CONSULTING SURVEYORS

ACN 141 059 878

p 07 5479 6299

f 07 5479 2088

e Survey@GeoSurveying.com.au

PO Box 5221 Maroochydore BC Qld 4558

www.GeoSurveying.com.au

EXCLUSIVE USE PLAN OF  
COMMON PROPERTY OF "THE PINES AT THE ATRIUM"  
COMMUNITY TITLES SCHEME NO.....

LOCALITY OF BUDERIM

PARISH OF MOOLOOLAH

LOCAL AUTHORITY OF SUNSHINE COAST R.C. COUNTY OF CANNING

Surveyed: DNB

Drawn:

Mendian: SP252621

Date: 12/11/2014

Scale at A3:

1:200

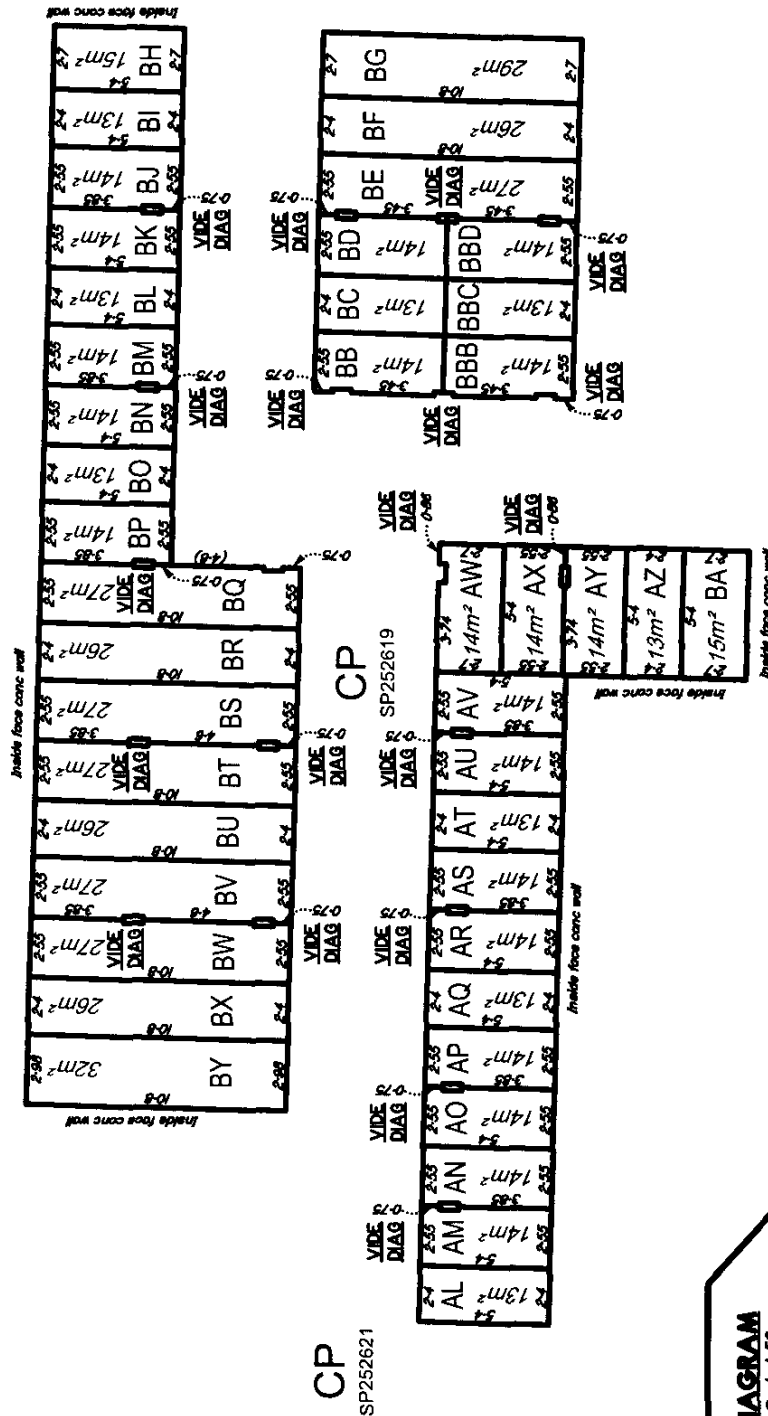
File Ref: 110907

## ANNEXURE "A"

CMS	Sheet 24	of 25
Plan	Sheet 1	of 1

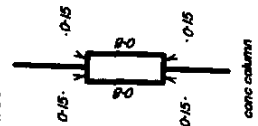


LEVEL A



LEGEND

Denotes face of wall or pillar

DIAGRAM  
Scale 1:50

Geo Surveying Pty Ltd. (ACN141 059 878)  
certify that the details shown on this sketch  
plan are correct.

Cadastral Surveyor

Date

Geo  
SURVEYING pty ltd

CONSULTING SURVEYORS

ACN 141 059 878

p 07 5479 6299

f 07 5479 2088

e Survey@GeoSurveying.com.au

PO Box 5221 Maroochydore BC Qld 4558

www.GeoSurveying.com.au

EXCLUSIVE USE PLAN OF  
COMMON PROPERTY OF "THE PINES AT THE ATRIUM"  
COMMUNITY TITLES SCHEME NO.....

LOCALITY OF BUDERIM

PARISH OF MOOLOOLAH

LOCAL AUTHORITY OF SUNSHINE COAST R.C. COUNTY OF CANNING

Surveyed:

DNB

Drawn:

Stanfield's

Meridian:

SP252619

Date:

5/12/2014

Scale at A4:

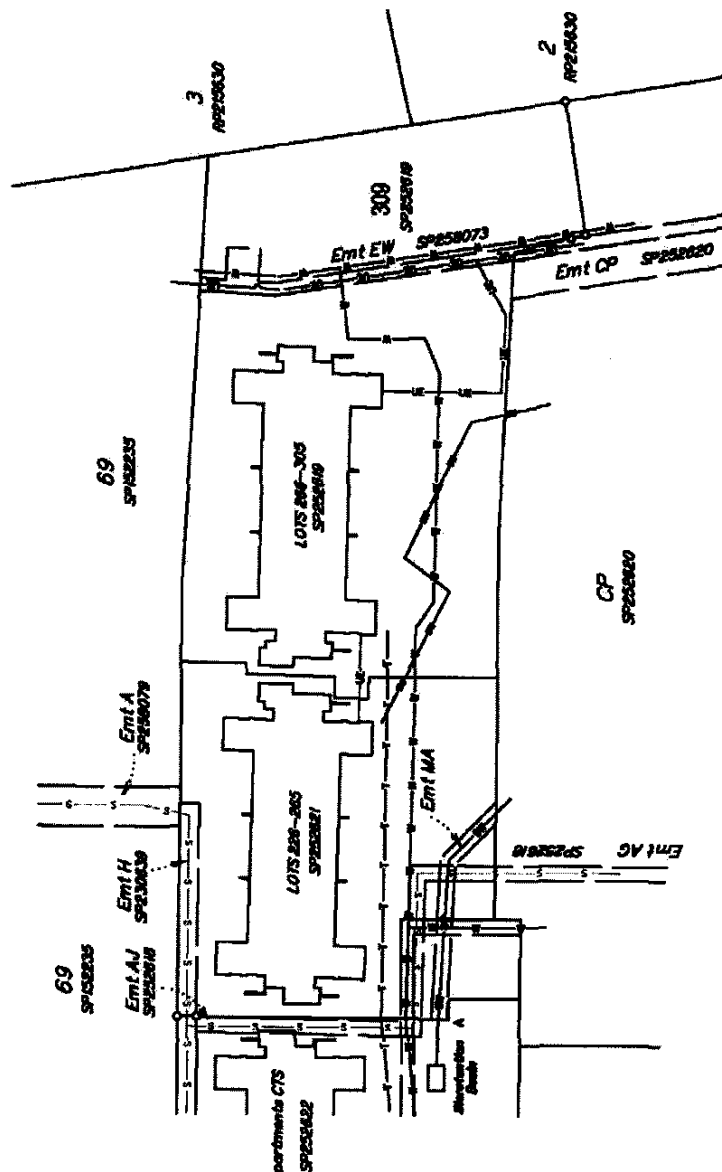
1:200

File Ref:

110907/A

Title Reference [ to issue from 50972011 ]

## PLAN " D "



## LEGEND

— S — S — S — S —	SEWER
— SW — SW — SW — SW —	STORMWATER DRAINAGE
— W — W — W — W —	WATER SUPPLY
— T — T — T — T —	TELSTRA
— UE — UE — UE — UE —	ELECTRICITY

## SERVICES LOCATION DIAGRAM

" THE PINES AT THE ATRIUM " CTS

## IMPORTANT NOTE:

This services location diagram discloses the existence of service easements for the purposes of S.66(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.

0 5 10 20 30 40 50 100 150 Metres  
Original Scale 1:1000

Our Ref GRM MCS 131526  
Your Ref

26 February 2015

**Hand Delivery**

Registrar of Titles  
Department of Natural Resources and Mines  
Level 11, 53 Albert Street  
Cnr Margaret Street  
BRISBANE QLD 4000

**THE PINES AT THE ATRIUM COMMUNITY TITLES SCHEME  
REQUISITIONS IN RESPECT OF DEALINGS 716321460, 716321468, 716321462, 716321463,  
716321467**

We ask that you please withdraw the documents referred to below and re-enter in the following order:

1. First CMS (dealing no. 716321465);
2. Survey Plan (dealing no. 716321468);
3. Survey Plan (dealing no. 716321460);
4. New CMS (dealing no. 716321467);

And the following documents be fully withdrawn:

1. Easement (dealing no. 716321462);
2. Easement (dealing no. 716321463).

Yours faithfully  
**SHAND TAYLOR LAWYERS**



**Glenn McPhee**  
Lawyer



**Matthew Shannon**  
Partner

T (07) 3307 4512  
E [gmcphée@shandtaylor.com.au](mailto:gmcphée@shandtaylor.com.au)



**Partners**

John Saunders  
John Lowes Acc. Spec. (Prop) - Qld  
Rod O'Sullivan  
John Sneddon  
Matthew Shannon  
Brad Clark  
Richard Waring

**Senior Associates**

Christine O'Neill  
Kimberley Forman

**Special Counsel**

John Shand  
Kaylie Bourke Acc. Spec. (Succ.) - Qld

Level 12 Brisbane Club Tower  
241 Adelaide Street  
Brisbane Qld  
GPO Box 2486  
Brisbane Qld 4001  
T (07) 3307 4500  
F (07) 3307 4599  
W [www.shandtaylor.com.au](http://www.shandtaylor.com.au)