

SCHEDULE C BY-LAWS

PART A – PRELIMINARY

1. Structure

These By-Laws are set out in the following structure:

- (a) **Part A – Preliminary**
- (b) **Part B – Interferences**
- (c) **Part C – Works**
- (d) **Part D – Regulation of use**
- (e) **Part E – Exclusive use**

2. Definitions and Interpretations

2.1 Definitions

These terms set out in these by-laws mean:

Act means the Body Corporate Community Management Act 1997 (Qld).

Body Corporate means the Body Corporate established upon the registration of the Scheme.

Caretaking Service Contractor means a service contractor for the Scheme who is also a letting agent for the Scheme. **Common Property** means Scheme Land that is not included in a Lot.

Improvement means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

Lot means a lot in the Scheme which includes the storage cage in the basement forming part of the Lot.

Occupier means any person that occupies a Lot.

Owner means an owner of a Lot.

Regulation Module means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.

Scheme means Paradise Palms Country Club - The Keys CTS 38177.

Scheme Land means any land within the Scheme, including any Lot and the Common Property.

Security Access Device means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.

Social Function means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

Smoke means:

- (a) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
- (b) for a personal vaporiser—inhalation through the vaporiser; or
- (c) for a hookah—inhalation through the hookah.

Vehicle includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.

Visitor means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 Interpretation

- (a) In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- (b) If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- (c) The singular includes the plural and vice versa.
- (d) Words importing a gender include other genders.

3. Applicability of these by-laws

- (a) An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- (b) Occupiers must:
 - (i) comply with these by-laws to the extent they apply to an Occupier; and
 - (ii) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4. Tenancies

If an Owner lets their Lot for a term of six months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

- (a) the name of the tenant and all Occupiers;
- (b) the service address of the tenant;
- (c) the term of the tenancy;
- (d) the name and service address of any Owner's letting agent for the tenancy; and
- (e) any other information the Body Corporate may reasonably require.

5. Application and Approval Process

- (a) This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- (b) When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
 - (i) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (ii) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
 - (iii) grant its approval on reasonable and relevant conditions; or
 - (iv) refuse any application if it is reasonable to do so.
- (c) An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- (d) If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

6. Development Approvals

All Development Approvals for the Scheme must be complied with. Any breach of the Development Approvals will constitute a breach of this by-law which will be enforced in accordance with the Act and Regulation Module.

7. Easements

- (a) An Owner or Occupier must:
 - (i) duly observe the obligations of any easement imposed on the Body Corporate to such extent as they may apply to an Owner or Occupier; and
 - (ii) not, without the written approval of the Body Corporate, undertake or permit anything which may cause or contribute to a breach of any easement on the part of the Body Corporate.
- (b) Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the easement (if any are required).

PART B – INTERFERENCES

8. Noise and Nuisances

An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
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9. Obstruction

An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).
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10. Smoking

An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

- (a) in a completely or substantially enclosed area on the Common Property;
 - (b) on the Common Property such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property; or
 - (c) in their Lot such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.
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11. Auctions

An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12. Parking

An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in a designated cleaning bay or exclusive use area); or
 - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).
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13. Vehicles

Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

14. Electric Vehicle Charging

- (a) An Owner or Occupier must not make any Improvement to the Common Property or their Lot in respect of electric Vehicle charging, including the installation of electric Vehicle charging infrastructure, which includes an electric Vehicle charger and specialised cable, without the prior written approval of the Body Corporate.

- (b) An Owner or Occupier must not (and must not allow a Visitor to) use an existing power point to the Common Property (except in the designated area, including power points in the basement) or their Lot in respect of electric Vehicle charging, without the prior written approval of the Body Corporate.
- (c) An Owner or Occupier must use a timer when charging electric scooters or skateboards within their Lot or the charging of any electric Vehicle on the Common Property to prevent over-charging of the lithium battery.

15. Communications

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) a hazard;
- (d) an unreasonable interference;
- (e) threatening or intimidating;
- (f) defamatory; or
- (g) anti-social.

PART C – WORKS

16. Damage

An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

17. Common Property Improvements

- (a) An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- (b) A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

18. Improvements to Body Corporate Items

An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;

- (b) doors (including fire doors and their closing mechanisms), fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
- (c) roofing membranes that are not common property but that provide protection for lots or common property;
- (d) foundation structures;
- (e) roofing structures providing protection; and
- (f) essential supporting framework, including but not limited to load-bearing walls.

19. Lot Improvements

An Owner or Occupier must not make any improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

20. External Appearance of a Lot

The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

21. Floor Coverings

An Owner or Occupier must take all practical steps to mitigate the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property. These practical steps may include but are not limited to the use of rugs, carpets and or felt pads on the bottom of chair and table legs.

PART D – REGULATION OF USE

22. Animals

- (a) Subject to section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval:
 - (i) bring or keep an animal on the Lot or the Common Property; or
 - (ii) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- (b) When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
 - (i) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (ii) register the animal with the local council;

- (iii) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (iv) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (v) ensure the animal carries a name tag identifying the animal and its owner.
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23. Alienation

An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
 - (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.
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24. Lot Owner Garbage

- (a) An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
 - (b) An Owner or Occupier must:
 - (i) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (ii) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
 - (iii) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
 - (iv) not cause damage to the garbage receptacles;
 - (v) not overfill the garbage receptacles;
 - (vi) bag garbage before placing it in the garbage receptacles; and
 - (vii) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.
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25. Dangerous Substances

An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

26. Removals

An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

27. No interference

An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

28. Interference with Support, Shelter, Utility Infrastructure

An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) Body Corporate assets.

29. Health and Safety

Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

30. Social Functions

An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

31. Use of Lots

- (a) Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
 - (i) residential purposes; or

- (ii) a home office that does not compete with the Caretaking Service Contractor;
or
- (iii) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (A) the purposes of management of the Scheme;
 - (B) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (C) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- (b) An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

32. Letterbox

An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

33. BBQ Area

Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:

- (a) the facilities must not already be being used by another Owner, Occupier or Visitor;
- (b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
- (d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and
- (e) the barbeque must be cleaned and tidied after use.

34. Pool

Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:

- (a) a person must shower immediately prior to using the pool;
- (b) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (e) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not

a confident swimmer must be supervised if they are not able to stand when using the pool);

- (f) the pool and pool area must be left clean and tidy after use;
 - (g) except with the prior approval of the Body Corporate, alcohol must not be brought into, or consumed in, the area; and
 - (h) glass must not be brought into the area.
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35. Spa

Owners, Occupiers and their Visitors may use the spa, subject to compliance with the following conditions:

- (a) a person must shower immediately prior to using the spa;
 - (b) the use must not cause damage;
 - (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
 - (d) the use must not interfere with the maintenance or upkeep of the spa or the surrounding areas;
 - (e) a person using the spa must be supervised if their conduct and capability reasonably requires them to be supervised;
 - (f) the area must be left clean and tidy after use; and
 - (g) glass must not be brought into the area.
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36. Security

An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
 - (b) copy a Security Access Device;
 - (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
 - (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.
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37. Cleaning Bay

Owners, Occupiers and their Visitors may use the cleaning bay, subject to compliance with the following conditions:

- (a) the use must not cause damage to the designated cleaning bay area, body corporate asset, any Lot or the Common Property;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
- (c) the use must not cause backlogs or a blockage in any drainage system;

- (d) a person using the cleaning bay must be supervised if their conduct and capability reasonably requires them to be supervised;
- (e) the use must not be for the purpose of changing the oil in Vehicles;
- (f) without limiting (e), the use must not be for any purpose other than the cleaning of Vehicles; and
- (g) a person using the cleaning bay must not allow a Vehicle to be parked longer than is reasonably necessary to use the designated cleaning bay for the cleaning of Vehicles.

38. Ablution

Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the ablution facilities must only be used for their intended purpose;
- (d) the area must be left clean and tidy after use;
- (e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) belongings must not be left after their use; and
- (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

PART E – Exclusive use

39. Use of Lots

The Owner or Occupier ('Manager') or a Lot ('Manager's Lot') who has entered into an agreement with the Body Corporate for the Manager to provide services for the control, management and administration of the Common Property (a 'Caretaking Agreement') then the Manager's Lot may be used both for residential purposes and for the purposes of caretaking of the Common Property and/or Lots for the benefit of the Body Corporate and/or Owners and Occupiers of Lots.

40. Exclusive use

- 40.1 The Owner for the time being of certain Lots in the Scheme shall be entitled to the exclusive use for himself or herself and his or her licensees of the car space or spaces as is shown on the

sketches marked 'Sketch Plan of Exclusive Use A – U' and referred to in Schedule E of the Community Management Statement for the Scheme.

- 40.2 Each Owner to whom exclusive use of a car space or spaces is given pursuant to this by-law shall not litter the area or so use the same as to create a nuisance.
- 40.3 Each Owner to whom exclusive use of a car space or spaces is given pursuant to this by-law shall continue to be responsible for the maintenance of their car space or spaces.