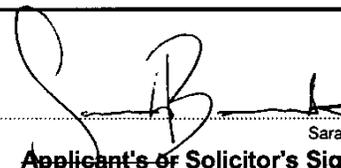


Duty Imprint

**718938748**\$91.00  
20/08/2018 16:18**GC 470**

- | 1. Nature of request   | Lodger (Name, address, email & phone number)   | Lodger Code |
|--|--|-------------|
| Request to record New Community Management Statement for Gemini Court Community Titles Scheme 9731 | MBA Lawyers<br>PO Box 398<br>Varsity Lakes QLD 4227<br>E-mail: manager@mba-lawyers.com.au<br>Tel: 07 5539 9688 Ref: SB:1800231   | GC38        |
| 2. Lot on Plan Description   | Title Reference  |             |
| Common Property of Gemini Court Community Titles Scheme 9731                                       | 19205466   |             |
| 3. Registered Proprietor/State Lessee  | Body Corporate for Gemini Court Community Title Scheme 9731  |             |
| 4. Interest  | Fee Simple   |             |
| 5. Applicant   | Body Corporate for Gemini Court Community Title Scheme 9731  |             |
| 6. Request   | I hereby request that the New Community Management Statement deposited herewith which amends Schedule C - By-laws of the existing Community Management Statement be recorded as the Community Management Statement for Gemini Court Community Titles Scheme 9731.  |             |
| 7. Execution by applicant  | <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div data-bbox="649 1239 836 1312">17 08/18<br/><b>Execution Date</b></div> <div data-bbox="958 1144 1378 1312"> <br/>           Sarah Boevink<br/> <b>Applicant's or Solicitor's Signature</b> </div> </div> <p data-bbox="779 1323 1378 1344">Note: A Solicitor is required to print full name if signing on behalf of the Applicant</p> |             |

9731

This statement incorporates and must include the following:

- 1 Schedule A - Schedule of lot entitlements
- 2 Schedule B - Explanation of development of scheme land
- 3 Schedule C - By-laws
- 4 Schedule D - Any other details
- 5 Schedule E - Allocation of exclusive use areas

Office use only  
CMS LABEL NUMBER

<b>1. Name of community titles scheme</b>	<b>2. Regulation module</b>
Request to record New Community Management Statement for Gemini Court Community Title Scheme 9731	Standard Module

**3. Name of body corporate**  
Body Corporate for Gemini Court Community Title Scheme 9731

<b>4. Scheme land</b>	<b>Title Reference</b>
Lot on Plan Description	
See Enlarged Panel	

<b>5. #Name and address of original owner</b>	<b>6. Reference to plan lodged with this statement</b>
Not Applicable	Not Applicable
# first community management statement only	

**7. Local Government community management statement notation**  
Not applicable pursuant to Section 60 (6) of the Body Corporate and Community Management Act 1997.

**8. Execution by original owner/Consent of body corporate**

Execution Date

10/08/2018



*David Garner*

David Garner **Committee Member**

Body corporate to execute for a new community management statement

Execution Date

10/08/2018

*Warren Cole*

Warren Cole **Chairperson/Secretary**

\*Body corporate to execute for a new community management statement

**Privacy Statement**

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers

Title Reference 19205468

**4. Scheme Land**

Lot on Plan Description	County	Parish	Title Reference
Common Property of Gemini Court Community Titles Scheme 9731	Ward	Mudgeeraba	19205466
Lot 1 in BUP 5466	Ward	Mudgeeraba	16421029
Lot 2 in BUP 5466	Ward	Mudgeeraba	16421030
Lot 3 in BUP 5466	Ward	Mudgeeraba	16421031
Lot 4 in BUP 5466	Ward	Mudgeeraba	16421032
Lot 5 in BUP 5466	Ward	Mudgeeraba	16421033
Lot 6 in BUP 5466	Ward	Mudgeeraba	16421034
Lot 7 in BUP 5466	Ward	Mudgeeraba	16421035
Lot 8 in BUP 5466	Ward	Mudgeeraba	16421036
Lot 9 in BUP 5466	Ward	Mudgeeraba	16421037
Lot 10 in BUP 5466	Ward	Mudgeeraba	16421038
Lot 11 in BUP 5466	Ward	Mudgeeraba	16421039
Lot 12 in BUP 5466	Ward	Mudgeeraba	16421040
Lot 13 in BUP 5466	Ward	Mudgeeraba	16421041
Lot 14 in BUP 5466	Ward	Mudgeeraba	16421042
Lot 15 in BUP 5466	Ward	Mudgeeraba	16421043
Lot 16 in BUP 5466	Ward	Mudgeeraba	16421044
Lot 17 in BUP 5466	Ward	Mudgeeraba	16421045
Lot 18 in BUP 5466	Ward	Mudgeeraba	16421046
Lot 19 in BUP 5466	Ward	Mudgeeraba	16421047
Lot 20 in BUP 5466	Ward	Mudgeeraba	16421048
Lot 21 in BUP 5466	Ward	Mudgeeraba	16421049
Lot 22 in BUP 5466	Ward	Mudgeeraba	16421050
Lot 23 in BUP 5466	Ward	Mudgeeraba	16421051
Lot 24 in BUP 5466	Ward	Mudgeeraba	16421052
Lot 25 in BUP 5466	Ward	Mudgeeraba	16421053
Lot 26 in BUP 5466	Ward	Mudgeeraba	16421054
Lot 27 in BUP 5466	Ward	Mudgeeraba	16421055
Lot 28 in BUP 5466	Ward	Mudgeeraba	16421056
Lot 29 in BUP 5466	Ward	Mudgeeraba	16421057
Lot 30 in BUP 5466	Ward	Mudgeeraba	16421058
Lot 31 in BUP 5466	Ward	Mudgeeraba	16421059
Lot 32 in BUP 5466	Ward	Mudgeeraba	16421060
Lot 33 in BUP 5466	Ward	Mudgeeraba	16421061
Lot 34 in BUP 5466	Ward	Mudgeeraba	16421062
Lot 35 in BUP 5466	Ward	Mudgeeraba	16421063
Lot 36 in BUP 5466	Ward	Mudgeeraba	16421064
Lot 37 in BUP 5466	Ward	Mudgeeraba	16421065
Lot 38 in BUP 5466	Ward	Mudgeeraba	16421066
Lot 39 in BUP 5466	Ward	Mudgeeraba	16421067
Lot 40 in BUP 5466	Ward	Mudgeeraba	16421068
Lot 41 in BUP 5466	Ward	Mudgeeraba	16421069
Lot 42 in BUP 5466	Ward	Mudgeeraba	16421070
Lot 43 in BUP 5466	Ward	Mudgeeraba	16421071
Lot 44 in BUP 5466	Ward	Mudgeeraba	16421072
Lot 45 in BUP 5466	Ward	Mudgeeraba	16421073
Lot 46 in BUP 5466	Ward	Mudgeeraba	16421074
Lot 47 in BUP 5466	Ward	Mudgeeraba	16421075
Lot 48 in BUP 5466	Ward	Mudgeeraba	16421076
Lot 49 in BUP 5466	Ward	Mudgeeraba	16421077
Lot 50 in BUP 5466	Ward	Mudgeeraba	16421078
Lot 51 in BUP 5466	Ward	Mudgeeraba	16421079
Lot 52 in BUP 5466	Ward	Mudgeeraba	16421080
Lot 53 in BUP 5466	Ward	Mudgeeraba	16421081

Title Reference 19205468

Lot 54 in BUP 5466	Ward	Mudgeeraba	16421082
Lot 55 in BUP 5466	Ward	Mudgeeraba	16421083
Lot 56 in BUP 5466	Ward	Mudgeeraba	16421084
Lot 57 in BUP 5466	Ward	Mudgeeraba	16421085
Lot 58 in BUP 5466	Ward	Mudgeeraba	16421086
Lot 59 in BUP 5466	Ward	Mudgeeraba	16421087
Lot 60 in BUP 5466	Ward	Mudgeeraba	16421088
Lot 61 in BUP 5466	Ward	Mudgeeraba	16421089
Lot 62 in BUP 5466	Ward	Mudgeeraba	16421090
Lot 63 in BUP 5466	Ward	Mudgeeraba	16421091
Lot 64 in BUP 5466	Ward	Mudgeeraba	16421092
Lot 65 in BUP 5466	Ward	Mudgeeraba	16421093
Lot 66 in BUP 5466	Ward	Mudgeeraba	16421094
Lot 67 in BUP 5466	Ward	Mudgeeraba	16421095
Lot 68 in BUP 5466	Ward	Mudgeeraba	16421096
Lot 69 in BUP 5466	Ward	Mudgeeraba	16421097
Lot 70 in BUP 5466	Ward	Mudgeeraba	16421098
Lot 71 in BUP 5466	Ward	Mudgeeraba	16421099
Lot 72 in BUP 5466	Ward	Mudgeeraba	16421100
Lot 73 in BUP 5466	Ward	Mudgeeraba	16421101
Lot 74 in BUP 5466	Ward	Mudgeeraba	16421102
Lot 75 in BUP 5466	Ward	Mudgeeraba	16421103
Lot 76 in BUP 5466	Ward	Mudgeeraba	16421104
Lot 77 in BUP 5466	Ward	Mudgeeraba	16421105
Lot 78 in BUP 5466	Ward	Mudgeeraba	16421106
Lot 79 in BUP 5466	Ward	Mudgeeraba	16421107
Lot 80 in BUP 5466	Ward	Mudgeeraba	16421108
Lot 81 in BUP 5466	Ward	Mudgeeraba	16421109
Lot 82 in BUP 5466	Ward	Mudgeeraba	16421110
Lot 83 in BUP 5466	Ward	Mudgeeraba	16421111
Lot 84 in BUP 5466	Ward	Mudgeeraba	16421112
Lot 85 in BUP 5466	Ward	Mudgeeraba	16421113
Lot 86 in BUP 5466	Ward	Mudgeeraba	16421114
Lot 87 in BUP 5466	Ward	Mudgeeraba	16421115
Lot 88 in BUP 5466	Ward	Mudgeeraba	16421116
Lot 89 in BUP 5466	Ward	Mudgeeraba	16421117
Lot 90 in BUP 5466	Ward	Mudgeeraba	16421118
Lot 91 in BUP 5466	Ward	Mudgeeraba	16421119
Lot 92 in BUP 5466	Ward	Mudgeeraba	16421120
Lot 93 in BUP 5466	Ward	Mudgeeraba	16421121
Lot 94 in BUP 5466	Ward	Mudgeeraba	16421122
Lot 95 in BUP 5466	Ward	Mudgeeraba	16421123
Lot 96 in BUP 5466	Ward	Mudgeeraba	16421124
Lot 97 in BUP 5466	Ward	Mudgeeraba	16421125
Lot 98 in BUP 5466	Ward	Mudgeeraba	16421126
Lot 99 in BUP 5466	Ward	Mudgeeraba	16421127
Lot 100 in BUP 5466	Ward	Mudgeeraba	16421128
Lot 101 in BUP 5466	Ward	Mudgeeraba	16421129
Lot 102 in BUP 5466	Ward	Mudgeeraba	16421130
Lot 103 in BUP 5466	Ward	Mudgeeraba	16421131
Lot 104 in BUP 5466	Ward	Mudgeeraba	16421132
Lot 105 in BUP 5466	Ward	Mudgeeraba	16421133
Lot 106 in BUP 5466	Ward	Mudgeeraba	16421134
Lot 107 in BUP 5466	Ward	Mudgeeraba	16421135
Lot 108 in BUP 5466	Ward	Mudgeeraba	16421136
Lot 109 in BUP 5466	Ward	Mudgeeraba	16421137
Lot 110 in BUP 5466	Ward	Mudgeeraba	16421138
Lot 111 in BUP 5466	Ward	Mudgeeraba	16421139
Lot 112 in BUP 5466	Ward	Mudgeeraba	16421140

**Title Reference 19205468**

Lot 113 in BUP 5466	Ward	Mudgeeraba	16421141
Lot 114 in BUP 5466	Ward	Mudgeeraba	16421142
Lot 115 in BUP 5466	Ward	Mudgeeraba	16421143
Lot 116 in BUP 5466	Ward	Mudgeeraba	16421144
Lot 117 in BUP 5466	Ward	Mudgeeraba	16421145
Lot 118 in BUP 5466	Ward	Mudgeeraba	16421146
Lot 119 in BUP 5466	Ward	Mudgeeraba	16421147
Lot 120 in BUP 5466	Ward	Mudgeeraba	16421148
Lot 121 in BUP 5466	Ward	Mudgeeraba	16421149
Lot 122 in BUP 5466	Ward	Mudgeeraba	16421150
Lot 123 in BUP 5466	Ward	Mudgeeraba	16421151
Lot 124 in BUP 5466	Ward	Mudgeeraba	16421152
Lot 125 in BUP 5466	Ward	Mudgeeraba	16421153
Lot 126 in BUP 5466	Ward	Mudgeeraba	16421154
Lot 127 in BUP 5466	Ward	Mudgeeraba	16421155
Lot 128 in BUP 5466	Ward	Mudgeeraba	16421156
Lot 129 in BUP 5466	Ward	Mudgeeraba	16421157

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 in BUP 5466	112	112
Lot 2 in BUP 5466	96	96
Lot 3 in BUP 5466	120	120
Lot 4 in BUP 5466	103	103
Lot 5 in BUP 5466	108	108
Lot 6 in BUP 5466	103	103
Lot 7 in BUP 5466	114	114
Lot 8 in BUP 5466	101	101
Lot 9 in BUP 5466	108	108
Lot 10 in BUP 5466	103	103
Lot 11 in BUP 5466	104	104
Lot 12 in BUP 5466	108	108
Lot 13 in BUP 5466	108	108
Lot 14 in BUP 5466	103	103
Lot 15 in BUP 5466	104	104
Lot 16 in BUP 5466	108	108
Lot 17 in BUP 5466	108	108
Lot 18 in BUP 5466	103	103
Lot 19 in BUP 5466	104	104
Lot 20 in BUP 5466	108	108
Lot 21 in BUP 5466	108	108
Lot 22 in BUP 5466	103	103
Lot 23 in BUP 5466	104	104
Lot 24 in BUP 5466	108	108
Lot 25 in BUP 5466	106	106
Lot 26 in BUP 5466	103	103
Lot 27 in BUP 5466	104	104
Lot 28 in BUP 5466	108	108
Lot 29 in BUP 5466	108	108
Lot 30 in BUP 5466	103	103
Lot 31 in BUP 5466	104	104
Lot 32 in BUP 5466	108	108
Lot 33 in BUP 5466	108	108
Lot 34 in BUP 5466	103	103
Lot 35 in BUP 5466	104	104
Lot 36 in BUP 5466	108	108
Lot 37 in BUP 5466	108	108
Lot 38 in BUP 5466	103	103
Lot 39 in BUP 5466	104	104
Lot 40 in BUP 5466	108	108
Lot 41 in BUP 5466	108	108
Lot 42 in BUP 5466	103	103
Lot 43 in BUP 5466	104	104
Lot 44 in BUP 5466	108	108

Lot 45 in BUP 5466	108	108
Lot 46 in BUP 5466	103	103
Lot 47 in BUP 5466	104	104
Lot 48 in BUP 5466	108	108
Lot 49 in BUP 5466	108	108
Lot 50 in BUP 5466	103	103
Lot 51 in BUP 5466	104	104
Lot 52 in BUP 5466	108	108
Lot 53 in BUP 5466	108	108
Lot 54 in BUP 5466	103	103
Lot 55 in BUP 5466	104	104
Lot 56 in BUP 5466	108	108
Lot 57 in BUP 5466	108	108
Lot 58 in BUP 5466	103	103
Lot 59 in BUP 5466	104	104
Lot 60 in BUP 5466	108	108
Lot 61 in BUP 5466	91	91
Lot 62 in BUP 5466	80	80
Lot 63 in BUP 5466	95	95
Lot 64 in BUP 5466	100	100
Lot 65 in BUP 5466	103	103
Lot 66 in BUP 5466	88	88
Lot 67 in BUP 5466	101	101
Lot 68 in BUP 5466	100	100
Lot 69 in BUP 5466	103	103
Lot 70 in BUP 5466	88	88
Lot 71 in BUP 5466	99	99
Lot 72 in BUP 5466	100	100
Lot 73 in BUP 5466	103	103
Lot 74 in BUP 5466	103	103
Lot 75 in BUP 5466	101	101
Lot 76 in BUP 5466	100	100
Lot 77 in BUP 5466	103	103
Lot 78 in BUP 5466	103	103
Lot 79 in BUP 5466	101	101
Lot 80 in BUP 5466	100	100
Lot 81 in BUP 5466	103	103
Lot 82 in BUP 5466	103	103
Lot 83 in BUP 5466	101	101
Lot 84 in BUP 5466	100	100
Lot 85 in BUP 5466	103	103
Lot 86 in BUP 5466	103	103
Lot 87 in BUP 5466	101	101
Lot 88 in BUP 5466	100	100
Lot 89 in BUP 5466	103	103
Lot 90 in BUP 5466	103	103
Lot 91 in BUP 5466	101	101

Lot 92 in BUP 5466	100	100
Lot 93 in BUP 5466	103	103
Lot 94 in BUP 5466	103	103
Lot 95 in BUP 5466	101	101
Lot 96 in BUP 5466	100	100
Lot 97 in BUP 5466	103	103
Lot 98 in BUP 5466	103	103
Lot 99 in BUP 5466	101	101
Lot 100 in BUP 5466	100	100
Lot 101 in BUP 5466	103	103
Lot 102 in BUP 5466	103	103
Lot 103 in BUP 5466	101	101
Lot 104 in BUP 5466	100	100
Lot 105 in BUP 5466	103	103
Lot 106 in BUP 5466	103	103
Lot 107 in BUP 5466	101	101
Lot 108 in BUP 5466	100	100
Lot 109 in BUP 5466	103	103
Lot 110 in BUP 5466	103	103
Lot 111 in BUP 5466	101	101
Lot 112 in BUP 5466	100	100
Lot 113 in BUP 5466	103	103
Lot 114 in BUP 5466	103	103
Lot 115 in BUP 5466	101	101
Lot 116 in BUP 5466	100	100
Lot 117 in BUP 5466	103	103
Lot 118 in BUP 5466	103	103
Lot 119 in BUP 5466	101	101
Lot 120 in BUP 5466	100	100
Lot 121 in BUP 5466	103	103
Lot 122 in BUP 5466	103	103
Lot 123 in BUP 5466	101	101
Lot 124 in BUP 5466	100	100
Lot 125 in BUP 5466	103	103
Lot 126 in BUP 5466	103	103
Lot 127 in BUP 5466	101	101
Lot 128 in BUP 5466	203	203
Lot 129 in BUP 5466	204	204
<b>TOTAL</b>	<b>13509</b>	<b>13509</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Section 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 is not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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## 1. DEFINITIONS

### 1.1 Dictionary

<b>Act</b>	means the <i>Body Corporate and Community Management Act 1997</i> (as amended).
<b>Body Corporate</b>	has the same meaning as in the Act.
<b>Body Corporate Manager</b>	means the company duly appointed at a general meeting to assist the Body Corporate with the administrative running of the Body Corporate.
<b>Committee</b>	has the same meaning as in the Act.
<b>Committee's Representative</b>	means a member of the Committee appointed from time to time for the purpose of representing the Committee.
<b>Commissioner</b>	has the same meaning as in the Act.
<b>Common Property</b>	has the same meaning as in the Act.
<b>Improvements</b>	means pergolas, walls, windows, garage roller doors, doors, security screens, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot.
<b>Invitee</b>	means any person on the Scheme Land with the permission of an Occupier.
<b>Local Council</b>	means Gold Coast City Council.
<b>Lot</b>	has the same meaning as in the Act.
<b>Occupier</b>	means an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot.
<b>Owner</b>	has the same meaning as in the Act.
<b>Recreational Facilities</b>	means the swimming pool, spa, sauna, tennis court, barbecue area and adjacent areas.
<b>Resident Manager</b>	means the onsite manager contracted by the Body Corporate to undertake the caretaking duties.
<b>Scheme</b>	means Gemini Court CTS 9731.
<b>Scheme Land</b>	has the same meaning as in the Act.
<b>Service Providers</b>	means any external contractors or tradespersons engaged by the Body Corporate to carry out and perform any required work or services on the Scheme Land or by an Owner to perform any work on his/her Lot.

<b>Standard Module</b>	means the <i>Body Corporate and Community Management (Standard Module) Regulation 2008</i> (Qld).
<b>Window Covering</b>	means a curtain, blind, venetian or roller shade, or shutter.
<b>Vehicle</b>	means any form of transportation including car, van, motor cycle, Segway, hovercraft, skateboard, rollerblades and push bike.

## 1.2 Rules of Interpretation

In these by-laws unless the context indicates a contrary intention:

- (a) words denoting any gender, including all genders;
- (b) the singular number includes the plural and vice versa;
- (c) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assignors;
- (d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated and vice versa;
- (e) any 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, any two or more of them jointly and each of them severally;
- (f) references to any legislation includes any legislation which amends or replaces that legislation;
- (g) headings are included for convenience only and will not affect the interpretation of these by-laws;
- (h) a reference to anything includes the whole or each part of it, and "including" means including by way of non-exclusive example only; and
- (i) 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. Duties of Body Corporate or its Committee

2.1 The Body Corporate of the Committee shall, in addition to those duties pursuant to the Act:

- (a) Control, manage and administer the Common Property for the benefit of all proprietors;
- (b) Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings used in connection with the Common Property PROVIDED THAT no alteration or additions to the Common Property (other than for the aforesaid purposes) shall be carried out except by special resolution of the body corporate;
- (c) Where practicable establish and maintain landscaping on the Common Property;
- (d) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being, used in connection with the enjoyment of more than one Lot or section of the Common Property.

## 3. Indemnity of Committee Members

3.1 Every member for the time being of the Committee of the Body Corporate shall be indemnified by the Body Corporate out of its funds and assets against personal liability for the acts, omissions, neglects or defaults of any other member of the Committee or of any managing agent for any loss or liability occasioned to the Body Corporate by any error of judgement or oversight on his part (other than gross negligence) or for any other loss, damage, misfortune whatever which shall happen during the course of the execution of the duties of his office or in relation thereto AND shall further be indemnified in similar manner against any

liability incurred by him in defending any proceedings, whether criminal or civil, in respect of any such act, omission, neglect, default, error or oversight.

#### **4. Observance of By-Laws**

- 4.1 The duties and obligations imposed by these by-laws on an Occupier of a Lot shall be observed not only by the Occupier of that Lot from time to time but by the tenants, guests, Service Providers, servants, employees, agents, children, Invitees and licensees of such Occupier.
- 4.2 An Occupier of a Lot shall take all reasonable steps to ensure that his/her or his/her Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

#### **5. House Rules**

- 5.1 The Committee may make house rules relating to the Common Property and in particular in relation to the use of any Improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these by-laws and the same must be observed by the Owners and Occupiers unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of the Body Corporate.

#### **6. Notices to be Observed**

- 6.1 An Occupier of a Lot shall observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

#### **7. By-Laws to be Exhibited**

- 7.1 A copy of these by-laws (or a précis thereof approved by the Body Corporate) shall be available to all Owners if required, also available at reception, and on the Gemini Court internet site.
- 7.2 The Owner of a Lot must ensure that a copy of these by-laws (or a précis thereof approved by the Body Corporate) is exhibited in a prominent place in any Lot made available for letting.
- 7.3 Owners and Occupiers undertaking any maintenance or alterations work to their Lot must provide a copy of those by-laws applicable to the scope of work to Service Providers, agents, or any other Invitees engaged or involved in performing the maintenance or alterations work.
- 7.4 When selling a Lot, the Owner must provide their agent with a copy of these by-laws.

#### **8. Zero Tolerance Policy**

- 8.1 The Body Corporate has a Zero Tolerance Policy to promote an amicable and secure community environment for the peaceful enjoyment of all occupiers and protect the "Gemini Court" brand name in the real estate market.
- 8.2 The policy is embodied in 3 core principles:
- |              |  |
|--------------|--|
| Respect:     | That the rights and dignity of people are honoured and defended. |
| Justice:     | That people are treated fairly.                                  |
| Beneficence: | That no harm is done to others and the vulnerable are protected. |
- 8.3 The by-laws impose duties and obligations on Occupiers to ensure that no conduct interferes with the peaceful enjoyment of others. Dysfunctional behaviour which includes but is not limited to: aggression, bullying, discourtesy, discrimination, excessive noise, harassment, intimidation, threats and vandalism, will not be tolerated.

#### **9. Communication with the Committee**

- 9.1 Owners and Occupiers shall ensure that their communication with the Committee is in accordance with the following:

- (a) All communication, written or verbal shall be addressed to the Body Corporate Manager and not to individual Body Corporate Committee members unless invited to do so;
- (b) Important communications requiring Body Corporate Committee input should be promptly communicated by the Body Corporate Manager to the Chairperson of the Body Corporate Committee or, in his/her absence, the Secretary or Treasurer as applicable;
- (c) Communication with the Body Corporate Manager and Committee may be made in writing, email or telephone;
- (d) Written and verbal communication with the Committee or Body Corporate Manager must at all times be courteous and not abusive or offensive;
- (e) The Body Corporate Manager and Committee are permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;
- (f) The Body Corporate Manager and Committee are not required to acknowledge receipt of any written communication; and
- (g) The Body Corporate Manager and Committee must act reasonable in determining whether any communication requires a response, including considering whether the communication repeats matter addressed in previous communications.

## 10. Obstruction

- 10.1 An Occupier of a Lot shall not obstruct the lawful use of the Common Property by any person.
- 10.2 In addition, pathways and driveways on the Common Property shall not be obstructed by any such Occupier or used for any other purpose than the reasonable ingress and egress to and from their particular Lot.

## 11. Behaviour of Invitees

- 11.1 Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws 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.
- 11.2 Owners will be liable to compensate the Body Corporate for all damages to the Common Property caused by their Occupiers and Invitees.

## 12. Noise/Nuisance

- 12.1 No noxious or offensive trade or activity shall be carried on upon the Scheme Land or in any Lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Occupiers of other Lots or any other person lawfully using the Common Property in particular and without limiting the generality of the foregoing:
  - (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoking Vehicles, large power equipment or large power tools, unlicensed off-road motor Vehicles or items which may unreasonably interfere with television or radio reception of any residence shall be located used or placed on any portion of the Scheme Land or exposed to the view of others without the prior written consent of the Body Corporate. No loud noises, exterior speakers or other sound devices are allowed on balconies after 10pm;
  - (b) All musical instruments and audio visual equipment, and the like shall be controlled so that the sound arising there from shall be reasonable and not cause annoyance to other Occupiers of Lots on the Scheme Land;
  - (c) Invitees leaving between the hours of 10.00 pm and 7.30 am next day, shall be requested by the Occupier to leave quietly and quietness shall also be observed when Occupiers return to their Lots late at night or in the early morning hours; and

- (d) In the event of any unavoidable noise in a Lot at any time the Occupier thereof shall take all practical means to minimize annoyance to other Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

### 13. Gemini Court Lot Use

- 13.1 Each Lot shall be used for residential purposes, holiday letting, or a home office. Home office use must comply with Gold Coast City Council Regulations. Traffic generated by a home office must have no impact on Gemini Court visitor parking. Lot 61 which may, in addition to residential purposes, be used as the Resident Manager's Lot and for the purpose of carrying on the business of letting agent of Lots on behalf of the Owners.
- 13.2 An Owner or Occupier of a Lot shall not use its Lot for any purpose which may be illegal or injurious to the reputation of the building/scheme.

### 14. Auction Sale

- 14.1 An Owner is permitted to have an auction sale within a Lot.
- 14.2 Temporary signs advising of the auction, or open for inspection signs, may be placed outside the building on the specified auction day only.

### 15. Structural Alterations and External Appearance Changes Prohibited

- 15.1 No change shall be made to the external appearance and no structural alteration or major renovations shall be made to any Lot (including alteration to water, gas or electrical installations or work for the purpose of enclosing in any manner whatsoever the balconies of any Lot or the installation of any air-conditioning system) without the prior written consent of the Committee.
- 15.2 The term "*structural alteration*" or "*major renovations*" includes any major alteration to internal design, or replacement of walls, ceilings, floors, hard floor coverings, balcony tiles, fire doors, sliding doors and windows on to or accessible from balconies, electrical and/or plumbing alterations inside a Lot, installation of air conditioners, balcony shutters and blinds, car garage cages, garage storage cupboards and filling and levelling of floors.
- 15.3 "*External appearance*" includes any addition or changes that can be seen from outside of the buildings.
- 15.4 Such approval may be granted subject to any conditions the Body Corporate Committee decides. The Committee will be entitled to request copies of such plans and specifications as it might reasonable consider necessary to enable it to grant its approval and the Owner shall comply with all such requests.
- 15.5 Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed.
- 15.6 All reasonable costs of the Body Corporate in considering any alterations or renovations under this by-law will be payable by the relevant proprietor on demand.
- 15.7 An Owner or Occupier must not do anything to affect the structural integrity of the buildings.
- 15.8 The Committee may require an Owner at his/her expense to obtain certification from a registered structural engineer acceptable to the Committee, that any proposed changes will not affect the structural integrity of the buildings.

### 16. Damage to Common Property

- 16.1 An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the consent in writing of the Committee.
- 16.2 An Owner shall not install any lock, screen or other device, unless he/she obtains the consent of the Committee. The Committee must not withhold its consent where the lock, screen or other device is installed in accordance with the requirements set out in By-Law 16.3.

- 16.3 The locking, safety device, screen or other device must be constructed in a workman like manner, comply with the NCC Construction Code and Fire Regulations and maintained in a state of good and serviceable repair by the Owner. It must not detract from the amenity of the Scheme Land.
- 16.4 Owners and Occupiers must not:
- (a) cut, top, chop, remove or destroy any tree, shrub, plant, flower, lawn or other growing thing on Common Property;
  - (b) damage any Common Property lawn, garden, tree, shrub, plant or flower;
  - (c) interfere with the operation of any Common Property irrigation; or
  - (d) use any portion of the Common Property as a garden for their own purposes, except with the consent in writing of the Body Corporate Committee.

#### 17. Depositing Rubbish, Use etc. of Common Property

- 17.1 An Occupier must not deposit or throw upon the Common Property or other balconies any rubbish, dirt, cigarette butts, dust or other material likely to damage or interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.
- 17.2 Occupiers must not permit their Service Providers to carry out any work in any part of the Common Property, including carparks, without the prior approval of the Body Corporate Committee. After obtaining the approval of the Body Corporate Committee, Occupiers must liaise with the Resident Manager prior to carrying out such work.
- 17.3 White goods, electronic goods or household furniture or effects must not be left on any Common Property area. The Owner or Occupier is responsible for disposing of such items at their own expense.

#### 18. Garbage Disposal

- 18.1 The Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for such other way of garbage disposal.
- 18.2 The Occupier of a Lot must:
- (a) Comply with all Local Government local laws and ordinances about disposal of garbage;
  - (b) Ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected; and
  - (c) Comply with any rules enacted by the Committee relating to disposal of garbage and Owners and Occupiers must comply with these by-laws and all house rules enacted by the Committee.
- 18.3 All rubbish is to be thoroughly wrapped before going in the garbage chute. No glass, or items which should be recycled, are to be put in the chute.
- 18.4 All garbage is to be discarded in the refuse room chute located on each floor.
- 18.5 Recycle items are to be deposited in the bins provided in the refuse rooms on each floor. Occupiers are encouraged to place their own recycle items in the large bin/skip in Car Park 2 in accordance with the posted instructions.

#### 19. Exclusive Use – Car Parks

- 19.1 Each Occupier for the time being of a Lot in the building shall be entitled to the exclusive use of the car space or spaces delineated on the attached Car Parking Plan marked "Sketch Plan 8392" as referred to in Schedule E hereof. In respect of those spaces allocated pursuant to this by-law, the Committee is hereby authorised to vary the allocations so made and to transpose spaces or any part of those spaces from one Lot to another Lot at any time and from time to time on the written request of the Owners of the Lots involved. Each Owner to whom exclusive use of the space or spaces is given pursuant to this by-law shall use such space or spaces for the purpose of car parking only, and shall not litter the same or use the same

so as to create a nuisance. In all other respect, the Body Corporate shall, at its own costs, continue to be responsible to carry out its duties pursuant to the Act.

- 19.2 An Occupier must not park any Vehicle upon Common Property except with the consent in writing of the Committee.
- 19.3 All car spaces shall be kept tidy and free of all litter.
- 19.4 Owner must ensure that its Vehicle is contained solely within the designated boundaries of its given space. If the Occupier's Vehicle exceeds the boundaries of its designated space the Body Corporate is at liberty to request the Occupier to remove the Vehicle and make alternative car parking arrangements.
- 19.5 All car spaces shall not use the space so as to create a nuisance or disturbance to other Occupiers.
- 19.6 Lot Occupiers shall not store any items in the carparks (including garage cages) with the following exceptions:
- (a) Within but not on top of garage storage cupboards approved by the Body Corporate Committee (subject to by-law 29);
  - (b) Temporary storage of Lot contents during renovations in the area provided;
  - (c) Short term storage of bicycles and surfboards so long as such items are stored within the boundaries of the designated parking space and do not cause any Vehicle parked in that space to exceed the boundaries of such space. Cages are provided for the long-term storage of such items;
  - (d) Storage of other items as authorised in writing by the Committee and subject to such conditions as the Committee deems appropriate.

Items not stored in accordance with these by-laws or any unidentified or abandoned items may be disposed of after giving fair and reasonable notice to the Occupier at the cost of the Occupier.

- 19.7 An Occupier must obtain Body Corporate permission to add a shed. Sheds must:
- (a) Be similar to existing sheds in the carparks;
  - (b) Not cause the Occupier's Vehicle to exceed the boundaries of his/her designated car space;
  - (c) Not cover or obstruct any floor drains in the car parks; and
  - (d) If located against an exterior wall of the buildings, be set back a minimum of 200mm from such wall.
- 19.8 The Body Corporate may require an Owner to remove any shed which does not comply with these by-laws or for which no approval has been granted under these by-laws by giving seven (7) days written notice to the Owner or Occupier.

## 20. Visitor Parking

- 20.1 The Occupier must not, without the Committee or Body Corporate's written approval:
- (a) Park a Vehicle, or permit or allow a Vehicle to stand in the designated visitor parking areas; or
  - (b) Permit their customers, Service Providers, servants, agents or other Invitees to park a Vehicle, or permit or allow a Vehicle to stand, on the Common Property in designated visitor parking areas for longer than 24 hours or other such time as may be determined by the Committee from time to time.

## 21. Consequences of a Breach

- 21.1 In the event that an Owner, Occupier, Invitee or other person breaches by-law 20 then the Body Corporate may, at its discretion, authorise and appoint a company ("**Company**") to place an adhesive or other sticker on the offending Vehicle requesting the Owner or Occupier to remove the offending Vehicle from the prohibited area. In this event the Body Corporate will not be responsible for any further actions associated with the placement of the adhesive or other sticker. Any dispute will be a matter exclusively between the Owner or Occupier and the Company exclusively. For the avoidance of doubt:
- (a) The Body Corporate will not be held liable for any charges, costs or invoices associated with the

Company's services; and

- (b) The Body Corporate will not be held liable for any action performed pursuant to the abovementioned by-laws.

**21.2** In the event that an Owner, Occupier, Invitee or other person breaches by-laws 20 or 21 for a period longer than seven (7) days, the Vehicle will be deemed abandoned and the Body Corporate may, at its discretion, authorise and appoint a company to remove such Vehicle from Common Property. The Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such Vehicle. Any dispute will be a matter exclusively between the Owner of the Vehicle and the company removing such Vehicle. For the avoidance of doubt:

- (a) The Body Corporate will not be held liable for any charges, costs or invoices associated with the services of the company removing such Vehicle; and
- (b) The Body Corporate will not be held liable for any action performed pursuant to the abovementioned by-laws.

## **22. Service Providers / Contractors**

**22.1** An Owner or Occupier of a Lot shall not directly instruct any Service Provider or other persons employed by the Body Corporate unless so authorized by the Committee, and all requests for consideration of any particular matters referred to the Committee shall be directed to the Resident Manager or Body Corporate Manager, who shall in turn refer the same to the Committee for determination.

## **23. Furniture Delivery and Removal**

**23.1** An Occupier must give prior notice to the Resident Manager if he wishes to bring any furniture or other heavy articles onto a Lot, or remove any furniture or other heavy article from a Lot.

**23.2** Delivery and removal of furniture or other heavy articles is only permitted through Car Park 2.

**23.3** Delivery and removal of furniture or other heavy articles is only permitted from Monday to Friday between 10.00 am and 4.00 pm and on Saturday from 9.00 am to 11.00 am (excluding PublicHolidays).

## **24. Moving In/Moving Out**

**24.1** Owners must give notice in writing to the Body Corporate Committee seven (7) days prior to the Owner or Occupier moving in or moving out of the Lot.

**24.2** Owners and Occupiers moving in or out of a Lot must:

- (a) Ensure that any instructions provided by the Body Corporate Committee are adhered to;
- (b) At all times ensure that work, health and safety laws are complied with;
- (c) Ensure that furniture is not moved before 10.00am and after 4.00pm;
- (d) Direct and ensure that delivery/removal truck(s) do not obstruct Vehicles from entering or leaving Common Property.

**24.3** In the event that there is any damage to Common Property as a result of an Owner or Occupier moving in or out of a Lot, the Owner of the Lot responsible must pay to the Body Corporate the cost of repairing the Common Property. Such costs will be recoverable from the Owner as a liquidated debt.

## **25. Appearance of Lot**

**25.1** An Occupier of a Lot must not display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his/her Lot or balcony nor to do anything to vary the external appearance of such Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the consent in writing of the Committee.

**25.2** Notwithstanding by-law 25.1 above, Owners and Occupiers must not allow for any clothes, towels or other garments of the like to be hung over and/or dried on any balcony or balcony railing of a Lot unless:

- (a) any clothes, towels or other garments of the like are dried on a suitable clothes rack; and
- (b) such drying racks are properly secured so as to prevent them from blowing off the balconies.

25.3 Occupiers are responsible for any damage or monetary loss caused as a result of any drying rack or its contents blowing off a balcony of a Lot which may result in civil or criminal proceeding.

## 26. Maintenance of Lot

26.1 Each Occupier is responsible for the interior maintenance and decoration of his/her Lot. Occupiers must use a damp mop only and not use excessive water to clean their Lot including balconies. A hose must not be used.

26.2 An Owner or Occupier of a Lot must not place, insert, sweep or deposit rubbish, substances, materials or hazardous chemicals in any internal or external waste pipes or drains located on Scheme Land or Lots including in balcony spitters. Any costs or expenses resulting from damage or blockage to any waste pipes or drains from misuse or negligence shall be borne by the Owner whether the same is caused by the Lot's Owner, Occupier or Invitee.

26.3 Each Occupier must ensure that his/her Lot is kept and maintained so as not to allow infestation by vermin or insects or be offensive in appearance to other Occupiers. Each Occupier must advise the Body Corporate of any infestation by vermin/insects in his/her Lot.

26.4 The Body Corporate may from time to time effect a pest extermination program for all Lots in the Scheme Land and the Common Property and the Occupier of each Lot must co-operate, in particular permitting ready access to his/her Lot, with the Body Corporate in the carrying out of the programs.

26.5 The Committee may give written notice to an Owner or Occupier of a Lot requiring that:

- (a) The respective Lot or any Improvements constructed or installed on the Lot be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof of any Improvements on the Lot);
- (b) The obligations under this by-law 26 be complied with; and
- (c) If such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Lot or any Improvements to be put in a state of good repair and the Owner will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.

## 27. Water Apparatus

27.1 An Occupier of a Lot must ensure that all water taps in his Lot are maintained regularly and properly and promptly turned off after each use.

27.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Lot shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.

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

27.4 Owners and Occupiers of all Lots within the Scheme must act reasonably and follow all Local Council and State Government water regulations/restrictions from time to time.

## 28. Lighting and Heating of Lot

28.1 The Occupier of a Lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating such Lot nor in any other way cause or increase risk of fire or explosion in such Lot.

28.2 An Owner or Occupier shall not change the number or colour of any exterior lights (if any) to his/her Lot without the prior written approval of the Body Corporate Committee.

**29. Storage of Flammable Liquids etc.**

- 29.1** The Occupier of a Lot shall not, except with the prior written consent of the Body Corporate Committee, use or store in his Lot or upon the Common Property any hazardous or poisonous substance, flammable chemical, liquid, 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.
- 29.2** An Owner or Occupier must not use or store a barbeque(s) on any balcony, without the prior written approval of the Body Corporate Committee. Approval may be granted for electric BBQ's only (no gas or charcoal BBQ's are allowed).

**30. Pay Television Services and Antennae**

- 30.1** The Body Corporate has the power to, at the Owners expense:
- (a) Allow a person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment to allow the provision of cable television services, satellite services and similar services to the Scheme Land; and
  - (b) Enter into agreements with the providers of cable television services, satellite services and similar services on the terms of the installation of the equipment and provision of such services to the Scheme Land.
- 30.2** No television, radio or other electronic antenna or device of any type shall be erected, constructed or placed or permitted to remain on any Lot or on the Common Property by an Occupier unless and until the same has been approved in writing by the Body Corporate Committee.

**31. Fire Safety and Security**

- 31.1** For Fire Safety and Security purposes, Owners or their agents are obliged to advise the Resident Manager when persons other than the Owner are to occupy their Lot:
- (a) Owners renting out their Lots directly or via an outside agent must ensure each Occupier registers with the Resident Manager upon arrival and before departure;
  - (b) Owners not renting out their Lot on a permanent or casual basis shall advise the Resident Manager the persons authorised to occupy their Lot. Those persons must register with the Resident Manager upon arrival.
- 31.2** All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

**32. Loss of Keys**

- 32.1** An Owner or Occupier of a Lot, who is issued with a key or operating system referred to in these by-laws, shall immediately notify the Resident Manager if the same is lost or misplaced.

**33. Windows and Sliding Doors / Window and/or Sliding Door Coverings**

- 33.1** The maintenance of windows and doors onto or accessible from balconies is the responsibility of Owners as they fall within their Lot. All other windows are the property of the Body Corporate.
- 33.2** Owners and Occupiers must ensure:
- (a) The Body Corporate is immediately informed of any broken or cracked windows or sliding doors in their respective Lot to enable the Body Corporate to arrange for the repair of those windows and doors that constitute Common Property;
  - (b) Broken or cracked glass sliding doors and windows accessible from their balconies are promptly replaced in their respective Lot;
  - (c) All replacement windows or balcony glass sliding doors must comply with the following:
    - (i) All new windows and doors must be proprietary suites and comply with AS2047-2014 "Windows and external glazed doors in buildings and the National Construction Code (NCC)";

and

(ii) All new windows and doors must comply with the minimum water penetration resistance specified in the relevant Australian Standard (AS1170.2); and

(b) The internal surface of all exterior windows in a Lot and any glass sliding doors are maintained in a clean state.

**33.3** Curtains, drapes, shutters and blinds on the interior of a Lot may be installed as window covers provided the same have a white or off-white backing. No window shall be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings, blinds or other window cover shall be affixed externally to any Lot without the prior written consent of the Committee.

#### **34. Insurance**

**34.1** The Occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on his Lot or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.

#### **35. Inspection of Lots / Power of Entry**

**35.1** Upon the giving of not less than seven (7) days' notice to the Occupier, and a copy provided to the Owner, in writing (except in the case of an emergency when no notice need be given) the Committee and its servants, agents and Service Providers shall be permitted to inspect the interior of any Lot and to test any electrical equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Owner or Occupier of the Lot concerned in the case where such leakage or defect is due to any actual default of such Owner or Occupier or his tenants, guests, Invitees, servants or agents). If not so permitted they may effect an entry by any reasonable means. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

**35.2** In circumstances where the Lot is leased via outside agents and no contact details are held by the Body Corporate for the Occupier, the Body Corporate Committee may provide the notice to the Owner who is obligated to immediately forward such notice onto the Occupier.

#### **36. Recovery of Monies by Body Corporate**

**36.1** An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

(a) recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and

(a) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

**36.2** Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

#### **37. Notification of Accidents or Hazards**

**37.1** An Owner or Occupier must give the Committee or Body Corporate prompt notice of any accident, hazard or failure (including, without limitation, a failure in the water pipes, gas pipes, electrical installations or fixtures) on their Lot or on Common Property that comes to their attention. The Committee and the Body Corporate shall have the authority, having regard to the urgency of the matter, to examine or authorise such repairs or take such actions as the Committee or the Body Corporate deems reasonably necessary for the safety and preservation of any property on Scheme Land.

#### **38. Notification of Infectious Diseases**

**38.1** 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, the Occupier of such Lot shall give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee or Body

Corporate and shall pay to the Body Corporate the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

### **39. Instigation of Legal Proceedings**

- 39.1 The Committee may authorise the commencement of legal proceedings against the Owner of a Lot, to recover arrears of levy contributions and associated costs and expenses.

### **40. Power of Body Corporate to Enter Agreements**

- 40.1 The Body Corporate shall have the power by resolution made at a general meeting of its members convened in accordance with the provisions of the Act to:
- (a) Appoint a manager, caretaker and letting agent and grant to the Owner of Lot 61 certain exclusive rights to carry on the business of letting Lots and caretaking and managing the Scheme Land and to restrict the rights of other Owners in respect of management, caretaking and letting; and
  - (b) Enter into agreements for:
    - (i) the purchase of electricity,
    - (ii) The maintenance of any security systems on or crossing the Common Property; and
    - (iii) the purpose of management and caretaking of the Scheme Land and the buildings, such agreements to be in a form acceptable to the Body Corporate.

### **41. Energy Management System**

- 41.1 The Body Corporate shall have the lawful authority from time to time to:
- (a) Purchase;
  - (b) Rent;
  - (c) Lease; or
  - (d) otherwise acquire the title to and the use of,
- an energy management system (called "EMS") in the buildings.
- 41.2 In addition to by-law 41.1 above, the Body Corporate shall have the lawful authority from time to time to:
- (a) have installed, use, run and maintain the EMS; and
  - (b) the contract for the purchase or reticulated electricity,
- on the most economical basis for all of the building from the relevant statutory electricity.
- 41.3 The Body Corporate shall also have the lawful authority to sell such reticulated electricity to each Occupier of a Lot in the building (but at a rate not greater than that which would be charged by the relevant statutory authority if the electricity was being supplied directly to the Occupier). In such event:
- (a) each Lot Occupier shall purchase and use all reticulated electricity used in its Lot direct from the Body Corporate; and
  - (b) the Body Corporate shall arrange for the installation of a separate electricity meter for each Lot.
- 41.4 In the event that any Occupier is in default of the payment of a proper amount for such reticulated electricity supply to that Occupier of a Lot for the period of fourteen (14) days from the due date for payment, whether a formal demand be made to the Occupier by the Body Corporate or not, the Body Corporate shall be entitled to forthwith withdraw the supply of reticulated electricity to the Lot of the defaulting Occupier without further notice.

### **42. Rules for Renovations etc.**

- 42.1 An Owner shall supply details of the proposed renovation to the Body Corporate Committee for approval. The details of the proposed work submitted shall include:
- (a) Detailed drawings (i.e. architectural, structural engineering, hydraulics, electrical and fire services etc.) and if requested by the Body Corporate Committee, any relevant certification;

- (b) Detailed descriptions of renovations (i.e. plumbing, cables, wiring, flooring, installing air-conditioning, etc.);
  - (c) All relevant Local Authority approvals;
  - (d) Service Provider's names, registration, licence and insurance details;
  - (e) Copy of the certificate of currency of insurance from all tradespeople performing the work;
  - (f) Expected commencement and completion dates.
  - (g) If the work includes alterations of any kind, then the Owner must, at his own cost, provide a certificate from a registered structural engineer, independent of the Owner and approved by the Body Corporate Committee, certifying that the works will not affect the structural integrity of the building;
  - (h) Detailed description of the type, brand and category of waterproofing membrane that will be applied prior to the laying of new flooring; and
  - (i) Any additional information reasonably requested by the Body Corporate Committee.
- 42.2** An Owner must take all steps to ensure that all Service Providers enter the building via Car Parks 1, 2 and 3 and once their Vehicles are emptied or filled as appropriate the Vehicles are to be removed from the car park area.
- 42.3** An Owner and/or his/her Service Providers may only use a lift designated by the Resident Manager to carry materials from Car Parks 1, 2 and 3 to the Lot. Such lift must:
- (a) Have a padded curtain installed prior to use;
  - (b) Be left in a clean state at all times; and
  - (c) Be pre booked with the Resident Manager.
- 42.4** An Owner shall direct their Service Providers and their employees to park their Vehicles in the tradesman's designated car park outside car park 2.
- 42.5** Service Providers are permitted on site only between 7.00am to 4.00pm Monday to Friday. For the convenience of other Occupiers, working hours are to be only from 9.00 am to 4.00 pm on those days. Any excessively noisy tools (e.g. jack hammers, electric saws, etc.) are only permitted to be used between the hours of 9.00am to 2.00pm on those days. No work is to be carried out on public holidays or weekends.
- 42.6** The Owner shall give notice in writing to the Resident Manager seven (7) days prior to commencing work so that other Occupiers of the building may be informed.
- 42.7** The Owner must provide one (1) business days' notice to the Resident Manager prior to any material being moved through any Common Property Area.
- 42.8** The Owner must advise and ensure all Service Providers and Invitees engaged to complete any work first contact the Resident Manager upon arriving on the Scheme Land.
- 42.9** Building materials are only to be delivered and material is only to be removed from the Lot between the hours of 8.30am to 4.00pm, Monday to Friday. No deliveries or removals shall be permitted on weekends or public holidays.
- 42.10** An Owner must ensure that no trade work is carried out on balconies. All work must be carried out within the confines of the Lot and during that time all doors and windows of the Lot must be closed.
- 42.11** An Owner must ensure that all work is carried out by qualified Service Providers, who are appropriately licensed and insured as required under appropriate legislation, with at least \$10 million public liability insurance. It is the responsibility of the Owner to obtain copies of such documentation. A copy of the Certificate of Currency of insurance must be provided to the Resident Manager before any works are commenced.
- 42.12** At all times, an Owner must ensure that Work, Health and Safety laws are complied with, including:
- (a) Preparation of safety documentation such as "Work Method Statement" (WMS) for any high risk work (the WMS must be signed and dated by each Service Provider/s undertaking the work);

- (b) Implementation of adequate processes and procedures for the management and reduction of any risk associated with the proposed work; and
- (c) Holding adequate public liability insurance and if applicable, workers compensation insurance and provide to the Committee proof of a Public Liability Policy on request.

- 42.13** An Owner shall not install any hard floors such as timber or tiling except in accordance with By-Law 43 and any further relevant provisions of this by-law. Owners must ensure that any proposed exterior flooring (for example, tiles) on balconies or other areas outside of a Lot are in keeping with the tones and aesthetic of the building so as to present a uniform appearance when viewed from outside Scheme Land or from the Common Property.
- 42.14** Tiling over existing balcony and wet area tiles is not permitted. Balconies and wet areas must be treated with a new waterproofing membrane after removal of existing tiles, and prior to retiling.
- 42.15** An Owner accepts all risk and responsibility for any injury caused to Service Providers engaged by the Owner while on Common Property.
- 42.16** In accordance of the provisions of the Act, if there is any damage to the Common Property as a result of the alterations or renovations the Owner must pay to the Body Corporate the cost of repairing the Common Property. Such costs will be recoverable from the Owner as a liquidated debt.
- 42.17** An Owner shall cause the daily removal of all trades waste associated with the renovation work from the Scheme Land and shall not use the Body Corporate rubbish bins or trolleys for this purpose. Building debris must be loaded into trolleys or skips in the car parks or other Common Property.
- 42.18** An Owner shall cause lifts, carpark floors, lift foyer walls, floors and carpets to be continuously cleaned while work is being carried out in their Lot. Cleaning at the conclusion of the day is not sufficient. Lifts in particular must be maintained in pristine condition for the residents throughout the day; this includes cleaning the lift of dust and debris and removal of hand marks by trade persons. If the Committee deems it necessary, lifts, carpark floors and lift foyer walls, floors and carpets will be cleaned and any damage will be repaired at the Owner's expense.
- 42.19** An Owner shall ensure that the operation of all fire safety equipment including fire sprinkler systems in the Lot are not impeded in any way by the renovations and the Owner shall at the conclusion of the works provide the Body Corporate a Fire Safety inspection certificate to this effect.
- 42.20** The work shall be conducted in accordance with the Building Code Australia (BCA), relevant Australian Standards, all relevant Laws and Regulations, Codes of Practice, and the Body Corporate by-laws.
- 42.21** No work shall be carried out which interferes with the Fire Protection Services of the Building without the prior approval of the Building's Fire Services provider. This requirement includes certified fire rated doors. This work includes all changes to layout and ceiling heights.
- 42.22** Bathroom renovations shall be waterproofed across the whole floor and full height of walls in shower recesses and above baths in accordance with relevant construction codes.
- 42.23** Adequate protection such as old carpet shall be used to protect foyer carpets, basement tiles and all Common Property.
- 42.24** A bond, the amount of which is to be determined by the Committee from time to time, must be paid to the Body Corporate before any alterations or renovations work commences. At the date of approving these by-laws, the bond shall be \$1,000.00 for minor renovations including carpet replacement and \$5,000.00 for all other renovations.
- 42.25** If requested by the Committee, the Owner must agree to pay the costs of the Body Corporate in obtaining expert advice regarding the proposed alteration to the Lot.
- 42.26** If required to do so by the Committee, the Owner must enter into a deed prepared by the solicitor for the Body Corporate at the cost of the Owner for the purpose of indemnifying the Body Corporate in respect of any costs incurred by the Body Corporate as a result of and incidental to the request for approval, the carrying out of the work and/or installation of same.

- 42.27** If required to do so by the Committee an Owner shall enter into a renovation agreement in writing in the format required by the Committee prior to commencement of the renovation. The renovation agreement may include, but not be limited to, the following:
- (a) What works and renovations have been agreed to by the Committee;
  - (b) When the works will be carried out;
  - (c) Date of completion;
  - (d) Agreed Service Providers;
  - (e) Any conditions of the consent;
  - (f) The Owner's obligations regarding Common Property; an
  - (g) Payment of bond.
- 42.28** On completion of the work, the Owner must, if requested by the Committee, have the work inspected and approved by a qualified building surveyor. A copy of a duly completed certificate of approval must be provided to the Committee within seven (7) days of completion.
- 42.29** On completion of the work, the Owner must, if requested by the Committee, provide the Committee with a fire safety inspection certificate.
- 42.30** Upon completion, an Owner must provide the Committee with a written certificate from a Queensland qualified water proofer that the surface preparation and material proposed to be installed on the Lot fully complies with all relevant Building Codes and completely prevents moisture penetration.
- 42.31** An Owner must allow persons nominated by the Committee to inspect the renovation within fourteen (14) days of completion of work to ensure full compliance with this By-Law and any renovation agreement. If, on inspection, no further cleaning, alterations or repairs are found to be necessary then the bond, or any balance of the bond, will be refunded to the Owner.

### **43. Hard Flooring**

- 43.1** An Owner must not install any hard flooring in a habitable room, hallway or lobby in a Lot without the prior written consent of the Committee.
- 43.2** Any installed hard floor surface is to provide a level of floor impact isolation of LnTw 55 (ref AAAC 6 Star - [www.aaac.org.au](http://www.aaac.org.au)) or better, between lower or adjacent occupied or residential areas (as per ISO 140 Part 7).
- 43.3** An Owner shall not install a hard floor unless he/she has provided a report to the Committee from an accredited acoustic consultant 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; and
  - (b) Testing on a sample of the isolation system to be used to confirm the final performance outcome.
- 43.4** 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.
- 43.5** 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 3 units above the compliance level (not less than LnTw 58). This tolerance is allowed in recognition that impact isolation levels can vary in different locations in the same building.
- 43.6** An impact isolation test certificate is to be submitted to the Body Corporate within 10 days of the test showing compliance with the defined limit.
- 43.7** Should the tested floor fail to meet the Body Corporate's performance requirements it is the responsibility of the Owner to rectify the matter at their own cost.

- 43.8** Note that the body corporate's structural engineers have determined that levelling of floors (i.e. with use of a cementitious levelling compound or similar) in certain areas of Lots imposes an unacceptable additional load on the concrete slabs. This includes but is not limited to living rooms in most B and C Lots. An Owner who proposes levelling of any Lot floor must obtain prior approval from the Body Corporate's structural engineer.

Notes:

- The Body Corporate does not endorse or recommend any particular impact isolation product or system, or acoustic consulting company.
- The selected floor impact isolation system must be laid strictly in accordance with the suppliers recommended installation procedures.
- The installed hard floor surfaces must not touch the perimeter walls with there being a minimum 5mm gap between the walls and the hard floor surface. This gap is to be sealed with a resilient sealant.
- Tiling in B and C Lots must not extend 600mm into their living area from the wall.
- The LnTw 55 limit provides a "good" level of acoustic isolation and significantly exceeds the Queensland Building Code of Australia minimum floor impact isolation requirements.
- LnTw is a corrected noise level in the receiving space and a lower level indicates a higher level of performance.
- For further information on this matter refer to the Association of Australian Acoustical Consultants Guideline "Acoustical Star ratings for Apartments and Townhouses" re [www.aaac.org.au](http://www.aaac.org.au).
- Impact isolation testing requires access into the lower apartment for close to 30 minutes. Such access needs to be arranged by the Occupier of the apartment under consideration.

Definitions

- Hard floor surfaces are tiles, stone, ceramic, timber, cork, vinyl or other floor surfaces that are inherently hard. Carpeted floors normally will significantly exceed the isolation requirements and do not need to be considered under this by-law.
- Iso 140 "Acoustics – Measurement of sound insulation in buildings and of building elements – Part 7 Field measurements of impact sound insulation of floors".
- LnTw – L'nT,w – Weighted Standardised impact sound pressure level; a measurement of impact sound transmission between rooms. Lower values denote better performance. The single figure measure is derived by adapting a standard response curve to measured 1/3 octave band sound pressure levels. Measured results are adjusted based upon a reverberation time of 0.5 sec in receiving room. Normally derived from a field test. This is a measure of the room noise levels when using a standardised tapping machine with a lower number representing a higher level of impact isolation.

**44. Air Conditioners**

- 44.1** In order to maintain the installation and operation of air conditioning Lots in all Lots to the highest standard, both present and all future air conditioner installations must meet the following criteria:
- (a) a detailed design plan plus Lot specification must be submitted to the Committee for written approval before the installation of an air conditioner can commence;
  - (b) the air conditioner Lot must have a maximum power consumption of less than 10 Amps and preferably be of 'inverter' design;
  - (c) the electrical power supply for the installation must be from the 'general power circuit' and must be correctly "fuse and overload protected";
  - (d) the air conditioner noise level must not exceed a maximum of 5 decibels above background noise (maximum average present background noise has been measured at 50 decibels);
  - (e) the outdoor compressor Lot must have a powder coat paint finish and interior surfaces rust proofed (inclusive of all assembly screws, nuts and bolts). The external compressor Lot may be repainted by the Body Corporate if and when the building is painted;
  - (f) Conduits, services and waste pipes must not be run across or attached to the façade of the

Common Property without the express permission of the Committee;

- (g) The colour, design and the proposed location of the external compressor unit must be submitted to the Committee for written approval before the installation of the compressor can commence;
- (h) the Owner must indemnify the Body Corporate against any damage to persons or property arising from the installation of the air conditioning unit and furnish to the Body Corporate proof of a Public Liability Policy prior to the commencement of the installation;
- (i) approval for the Owner to operate the air conditioner will not be granted by the Committee until such time as a final satisfactory visual inspection is carried out and confirmed to the Committee in writing;
- (j) all costs relating to the air conditioner installation and the future operation of the unit inclusive of condensate pump, additional noise attenuation materials if required plus other ancillary items inclusive of additional safety fixings deemed necessary for high wind conditions as may be nominated by the Committee are the sole responsibility of the Owner; and
- (k) the Owner must ensure that the air conditioner is in first class working condition and appearance at all times and failure to maintain the unit to the appropriate standard may result in the removal of the air conditioner by the Body Corporate at the expense of the Owner.

**44.2** If reasonably required by the Committee, the Lot Owner must arrange for the air conditioning and external compressor unit to be inspected by an air conditioning technician nominated by the Committee. The inspection fee plus any additional fees charged by the independent technician in the performance of his/her duty to the Body Corporate is to be paid direct by the Owner to the inspecting technician.

**44.3** The Owner must ensure that external air conditioning units are maintained so that they do not detract from the external appearance of the Common Property (e.g. a rusted unit or rust staining the paintwork of the buildings). All costs incurred by the Body Corporate to reinstate the external appearance of the Common Property, including the removal of rust stains, shall be at the expense of the Owner.

**44.4** Pipes and conduits associated with air conditioners are not permitted on the external face of the buildings.

## **45. Recreational Facilities**

### **45.1 Swimming Pool, Spa and Adjacent Areas ('pool area')**

An Occupier must ensure that:

- (a) Hours of use are between 7.30am and 9.00pm;
- (b) Children twelve (12) years and under are not allowed in or around the pool area unless accompanied by an adult Occupier;
- (c) No glassware is to be taken to or around the pool area;
- (d) Rough play or running is strictly prohibited;
- (e) Caution is to be exercised at all times around the pool area;
- (f) Occupiers and their Invitees must not behave in a manner likely to interfere with the use and enjoyment of the pool area by other persons. Pool users must keep noise to a minimum, and be considerate of other users;
- (g) Users must thoroughly dry themselves before leaving the pool area into the foyer area;
- (h) Users must wash before using the spa and sauna. For health and safety reasons, the spa should not be used for more than twenty (20) consecutive minutes; and
- (i) No usage is to be made of the pool, sauna and adjacent areas between the hours of 9.00pm and 7.30am, except with the consent in writing of the Committee.

### **45.2 Pool Equipment**

An Occupier must not operate, adjust, or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substances (including but not limited to shampoo, liquid soap or detergent) to them.

**45.3 Tennis Court Facilities**

An Occupier may use the tennis court subject to the following rules:

- (a) No footwear, other than appropriate tennis shoes being worn;
- (b) No use shall be made of the tennis court which involves damage, inconvenience, or nuisance to any other person nor which causes damage to the surface, fixtures or fittings of the tennis court;
- (c) Tennis court use is to be booked at the reception desk, before play starts.
- (d) Children ten (10) years or younger are not allowed on the tennis court unless accompanied by an adult Occupier;
- (e) The tennis court shall not be used between the hours 9.00pm and 7.00am except with the consent in writing of the Committee;
- (f) The tennis court is to be used for the playing of tennis only; and
- (g) The tennis court cannot be booked for more than one (1) hour.

**45.4 Barbecue Area**

An Occupier may use the barbecue subject to the following rules:

- (a) Barbecue plates are to be cleaned after use and rubbish cleared away; and
- (b) The barbecue area must not be used between the hours of 9.00pm and 7.30am, except with the consent in writing of the Committee.

**45.5 General**

The Body Corporate, at the discretion of the Committee may close the facilities for maintenance at any time, so long as the maintenance is duly approved by Owners and/or within the Committee's authority to approve.

**46. Severance**

- 46.1 If at any time any by-law or sub by-law of these by-laws are or become illegal, invalid, unenforceable or void in any respect, that by-law or sub by-law shall be ignored, read down, or severed restrictively so as to uphold the legality, validity and enforceability of the remaining by-law or sub by-laws of these by-laws.

**47. Sundry By-Laws****47.1 Balcony Furniture**

Occupiers are responsible for any damage caused to people or property by balcony furniture. Failure to secure furniture could result in civil or criminal proceedings.

**47.2 Car Washing**

The car washing bay is located near the exit of Car Park 2. This area is not to be used for car parking.

**47.3 Chewing Gum**

Chewing gum must not be discarded onto Common Property areas.

**47.4 Foyers, Fire Stairs, Fire Cabinets, Garbage Chute Rooms**

No items are to be stored in these areas due to Fire Regulations.

**47.5 Storage Lockers**

Owners can arrange to store items in the common storage lockers on a temporary basis for a period not exceeding six (6) months. All items must be labelled with the Owner's name, Lot number and date of storage. Owners must remove items from storage if they sell their Lot and leave the Buildings, failing which,

the goods will be considered abandoned and will be disposed of by the Body Corporate. These storage areas are cleared regularly and items will be discarded if not labelled, or accounted for.

#### **47.6 Trolleys**

Trolleys are to be returned immediately after use to their allocated space in the carparks.

#### **47.7 Unoccupied Lots**

Lots unoccupied for an extended time frame should turn off all water and arrange to have their Lots checked on at least a monthly basis. Laundry and bathroom drains must be left clear and not obstructed by rugs or towels.

#### **47.8 Fire Alarms caused by Misuse**

The Body Corporate is entitled to seek compensation from an Occupier, if the Fire Alarm system was activated due to misuse by that Occupier.

#### **47.9 Signs**

All signs placed in, or around Gemini Court are to be approved by the Committee.

#### **47.10 Speed Limit**

The speed limit on the roadways, car parks and paved areas throughout the complex shall be 5 kilometres per hour.

#### **47.11 Common Property and Statutory Authority Services**

- (a) Owners and Occupiers must give the Body Corporate immediate notice of any problem or fault with any utility infrastructure (including, without limitation, gas, water and electrical installation) on the Owner's or Occupier's Lot.
- (b) The Body Corporate may at any time, if it reasonably considers that damage may be caused to the Common Property or any other Lot due to an activity on a Lot, require an Owner or Occupier to stop the activity by giving notice to the Owner or Occupier. Upon receipt of such a note the Owner or Occupier must cease such activity immediately until further notice is received."

#### **47.12 Smoking**

- (a) Owners and Occupiers must not smoke, or permit the smoking of, a tobacco product or any other substance on a Lot if it:
  - (i) causes a nuisance or hazard;
  - (ii) is illegal;
  - (iii) interferes unreasonably with the use or enjoyment of another Lot; or
  - (iv) interferes unreasonably with the use or enjoyment of the Common Property area by a person who is lawfully on the Common Property.

For the avoidance of doubt, smoking is not permitted on balconies.

- (b) Owners, Occupiers and Invitees must not smoke, or permit the smoking of, a tobacco product or any other substance on Common Property.

#### **48. Feeding Wildlife**

- 48.1 Due to the likelihood of animal droppings on Common Property and the risk of vermin and insect infestation on Scheme Land, Owners, Occupiers and Invitees must not feed any wildlife on their Lot or on Common Property.

#### 49. Animals

- (a) Subject to section 181 of the Act or any subsequent amendments, the occupier of a lot must not, without the Committee's written approval:
  - (i) bring or keep an animal on the Lot or the Common Property; or
  - (ii) Permit an Invitee to bring or keep an animal on the Lot or the Common Property.
- (b) An application must be submitted with a photograph and veterinary certificate and must be approved prior to the animal being brought onto the Scheme Land.
- (c) For the avoidance of doubt, save exceptional circumstances, approval will not be provided by the Body Corporate to:
  - (i) an animal whose projected adult weight for the breed would be more than 10 kg;
  - (ii) more than one animal per Lot;
  - (iii) an animal greater than 30cm in height;
  - (iv) an animal that is not de-sexed; and
  - (v) a poisonous or dangerous animal, rodent, spider, reptile or insect.
- (d) A person mentioned in section 5 of the Guide Dogs Act 1972 who has the right to be on a Lot or on the Common Property has the right to be accompanied by a guide dog while on the Lot or the Common Property.
- (e) The written approval provided by the Body Corporate applies to the approved animal only and does not authorise the keeping of additional, replacement or substitute animals.
- (f) This by-law takes effect from its recording in the Department of Natural Resources and Mines and does not apply to any approval that may have been given by the Body Corporate prior to the passing of this by-law.
- (g) Any approval given prior to passing this by-law shall only operate until the death of the animal so approved or the Owner moving from the Scheme.
- (h) Where an Occupier of a Lot applies for and is approved to keep an animal it will be subject to the following minimum conditions:
  - (i) The animal only enters or traverses Common Property for the purpose of being taken to or from the Occupier's Lot at which time it must be carried or otherwise transported in such a manner as prevents it coming into contact with Common Property. It must also be restrained at such times.
  - (ii) The animal is not permitted to roam Common Property or to be taken into other Lots;
  - (iii) The animal must not, for any reason whatsoever, be taken into the pool and BBQ areas;
  - (iv) Dogs and cats must be kept clean, immunised and treated for worms, ticks and fleas;
  - (v) The animal carries a name tag identifying the name and contact details of the animal's owner;
  - (vi) Animal waste must be disposed of in a way that does not cause noxious odours or otherwise contaminate Gemini Court;
  - (vii) The animal must not be permitted to urinate, defecate, or otherwise cause any mess on Common Property. Any cleaning required on Common Property as a result of the animal must be immediately carried out by the Owner or Occupier responsible for the animal. Owner and Occupiers must use enzymatic cleaners designed for neutralising odours (not household detergents) when attending to any cleaning requirements on Common Property. The Owner or Occupier will be required to pay all reasonable costs incurred by the Body Corporate due to the Owner's or Occupier's failure to immediately attend to any cleaning requirements in breach of this by-law;

- (viii) All animals must be registered as required by the Gold Coast City Council and Owners must comply with the Gold Coast City Council and Queensland State Laws and requirements for the keeping of pets;
- (ix) Where permission is sought to keep a cat the applicant must make necessary arrangements to ensure that the cat can be retained within the Lot boundary at all times in accordance with Gold Coast City Council requirements; and
- (x) The pet is not to cause a nuisance to any other person in the Scheme.
- (i) Any damage caused to Common Property by the animal is repaired by the Owner or Occupier within seven (7) days of the damage occurring.
- (j) Additional conditions may be imposed by the Body Corporate Committee depending on the type of animal applied for.
- (k) The applicant must sign and agree to the conditions applied to the approval.
- (l) Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
- (m) The Owner indemnifies and shall keep indemnified the Body Corporate against any loss, damage, injury or claim whatsoever made against the Body Corporate regarding any act on the part of an Owner's or Occupier's pet animal.

## 50. Resident Managers Lot

- 50.1** Lot 61 may be used for both residential purposes and for the purposes of Management of the building and for the same and letting of Lots in the complex on behalf of the Owners, and the rendering of such services to occupants of Lots in the Scheme. Lot 61 may not without the consent of the Body Corporate Committee display signs or notices for the purposes of offering for sale or for lease or for letting any Lot in the Scheme. For the purpose foresaid the Body Corporate shall have power to grant to the Owner of Lot 61 in the complex the right to carry on in the complex the business of letting Lots in the complex and for that purpose enter into any appropriate agreement on such terms and conditions as the Body Corporate may deem fit including the power to grant to the Manager exclusive use of any reception desk or office provided in the complex where such reception desk or office is located on Common Property.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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NIL

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Lot on Plan	Exclusive Use Area
Lot 1 in BUP 5466	Area 54 and courtyard area 1 on Sketch Plan 8392-D and 8392-30
Lot 2 in BUP 5466	Area 2 and courtyard area 2 on Sketch Plan 8292-1D and 8392-2D
Lot 3 in BUP 5466	Area 56 on Sketch Plan 8292 – 1D
Lot 4 in BUP 5466	Area 3 on Sketch Plan 8292 – 1D
Lot 5 in BUP 5466	Area 102 on Sketch Plan 8392 – 4D
Lot 6 in BUP 5466	Area 103 on Sketch Plan 8292 – 4D
Lot 7 in BUP 5466	Area 101 on Sketch Plan 8392 – 4D
Lot 8 in BUP 5466	Area 128 on Sketch Plan 8392 – 4D
Lot 9 in BUP 5466	Area 49 on Sketch Plan 8292 – 1D
Lot 10 in BUP 5466	Area 93 on Sketch Plan 8392 – 2D
Lot 11 in BUP 5466	Area 6 on Sketch Plan 8392 – 1D
Lot 12 in BUP 5466	Area 125 on Sketch Plan 8392 – 4D
Lot 13 in BUP 5466	Area 96 on Sketch Plan 8392 – 2D
Lot 14 in BUP 5466	Area 61 on Sketch Plan 8392 – 2D
Lot 15 in BUP 5466	Area 8 on Sketch Plan 8392 – 2D

Lot 16 in BUP 5466	Area 62 on Sketch Plan 8392 – 2D
Lot 17 in BUP 5466	Area 5 on Sketch Plan 8392 – 1D
Lot 18 in BUP 5466	Area 116 on Sketch Plan 8392 – 4D
Lot 19 in BUP 5466	Area 46 on Sketch Plan 8392 – 1D
Lot 20 in BUP 5466	Area 47 on Sketch Plan 8392 – 1D
Lot 21 in BUP 5466	Area 60 on Sketch Plan 8392 – 2D
Lot 22 in BUP 5466	Area 48 on Sketch Plan 8392 – 1D
Lot 23 in BUP 5466	Area 50 on Sketch Plan 8392 – 1D
Lot 24 in BUP 5466	Area 51 on Sketch Plan 8392 – 1D
Lot 25 in BUP 5466	Area 97 on Sketch Plan 8392 – 2D
Lot 26 in BUP 5466	Area 99 on Sketch Plan 8392 – 2D
Lot 27 in BUP 5466	Area 100 on Sketch Plan 8392 – 2D
Lot 28 in BUP 5466	Area 124 on Sketch Plan 8392 – 4D
Lot 29 in BUP 5466	Area 53 on Sketch Plan 8392 – 1D
Lot 30 in BUP 5466	Area 52 on Sketch Plan 8392 – 1D
Lot 31 in BUP 5466	Area 58 on Sketch Plan 8392 – 2D
Lot 32 in BUP 5466	Area 7 on Sketch Plan 8392 -1D
Lot 33 in BUP 5466	Area 117 on Sketch Plan 8392 – 4D
Lot 34 in BUP 5466	Area 63 on Sketch Plan 8392 – 2D
Lot 35 in BUP 5466	Area 75 on Sketch Plan 8392 – 2D
Lot 36 in BUP 5466	Area 53 on Sketch Plan 8392 – 1D
Lot 37 in BUP 5466	Area 98 on Sketch Plan 8392 – 1D
Lot 38 in BUP 5466	Area 1 on Sketch Plan 8392 – 1D
Lot 39 in BUP 5466	Area 4 on Sketch Plan 8392 – 1D
Lot 40 in BUP 5466	Area 94 on Sketch Plan 8392 – 2D
Lot 41 in BUP 5466	Area 69 on Sketch Plan 8392 – 2D
Lot 42 in BUP 5466	Area 66 on Sketch Plan 8392 – 2D
Lot 43 in BUP 5466	Area 123 on Sketch Plan 8392 – 4D
Lot 44 in BUP 5466	Area 44 on Sketch Plan 8392 -1D
Lot 45 in BUP 5466	Area 55 on Sketch Plan 8392 – 2D
Lot 46 in BUP 5466	Area 9 on Sketch Plan 8392 – 1D
Lot 47 in BUP 5466	Area 10 on Sketch Plan 8392 – 1D
Lot 48 in BUP 5466	Area 43 on Sketch Plan 8392 – 1D
Lot 49 in BUP 5466	Area 131 on Sketch Plan 8392 – 4D
Lot 50 in BUP 5466	Area 130 on Sketch Plan 8392 – 4D
Lot 51 in BUP 5466	Area 129 on Sketch Plan 8392 – 4D
Lot 52 in BUP 5466	Area 59 on Sketch Plan 8392 – 2D
Lot 53 in BUP 5466	Area 126 on Sketch Plan 8392 – 4D
Lot 54 in BUP 5466	Area 127 on Sketch Plan 8392 – 4D
Lot 55 in BUP 5466	Area 122 on Sketch Plan 8392 – 4D
Lot 56 in BUP 5466	Area 20 on Sketch Plan 8392 – 1D
Lot 57 in BUP 5466	Area 92 on Sketch Plan 8392 – 2D
Lot 58 in BUP 5466	Area 104 on Sketch Plan 8392 – 4D
Lot 59 in BUP 5466	Area 107 on Sketch Plan 8392 – 4D
Lot 60 in BUP 5466	Area 108 on Sketch Plan 8392 – 4D
Lot 61 in BUP 5466	Area 88 and courtyard area 3 on Sketch Plan 8392-20 and 8392-30
Lot 62 in BUP 5466	Area 81 and courtyard area 4 on Sketch Plan 8392 – 20 and 8392-30

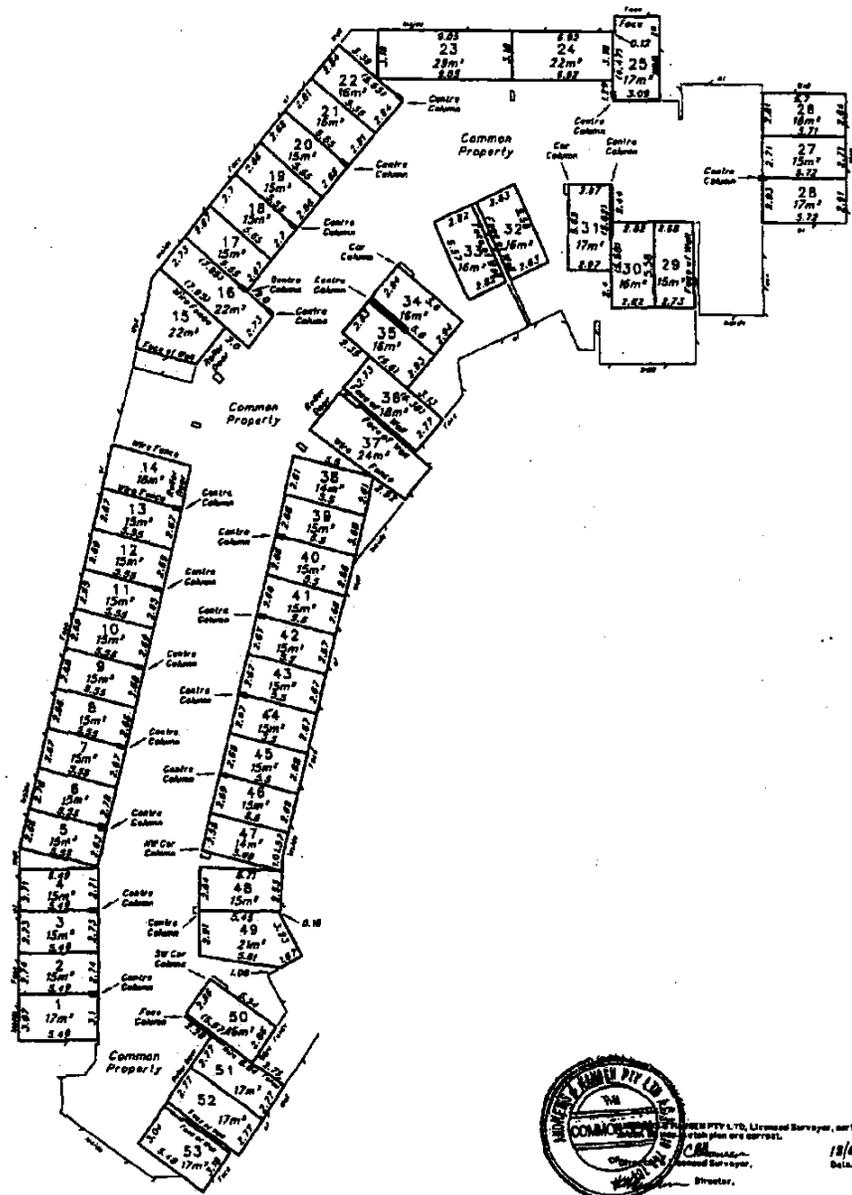
Lot 63 in BUP 5466	Area 27 and courtyard area 5 on Sketch Plan 8392-10 and 8392-30
Lot 64 in BUP 5466	Area 35 on Sketch Plan 8392-1D
Lot 65 in BUP 5466	Area 23 on Sketch Plan – 1D
Lot 66 in BUP 5466	Area 38 on Sketch Plan – 1D
Lot 67 in BUP 5466	Area 70 on Sketch Plan 8392 – 2D
Lot 68 in BUP 5466	Area 115 on Sketch Plan 8392 – 4D
Lot 69 in BUP 5466	Area 114 on Sketch Plan 8392 -4D
Lot 70 in BUP 5466	Area 113 on Sketch Plan 8392 – 4D
Lot 71 in BUP 5466	Area 45 on Sketch Plan 8392 -1D
Lot 72 in BUP 5466	Area 40 on Sketch Plan 8392 – 1D
Lot 73 in BUP 5466	Area 73 on Sketch Plan 8392 – 2D
Lot 74 in BUP 5466	Area 42 on Sketch Plan 8392 – 1D
Lot 75 in BUP 5466	Area 11 on Sketch Plan 8392 – 1D
Lot 76 in BUP 5466	Area 12 on Sketch Plan 8392 – 1D
Lot 77 in BUP 5466	Area 14 on Sketch Plan 8392 – 1D
Lot 78 in BUP 5466	Area 24 on Sketch Plan 8392 - 1D
Lot 79 in BUP 5466	Area 13 on Sketch Plan 8392 – 1D
Lot 80 in BUP 5466	Area 15 on Sketch Plan 8392 – 1D
Lot 81 in BUP 5466	Area 32 on Sketch Plan 8392 – 1D
Lot 82 in BUP 5466	Area 16 on Sketch Plan 8392 – 1D
Lot 83 in BUP 5466	Area 17 on Sketch Plan 8392 – 1D
Lot 84 in BUP 5466	Area 18 on Sketch Plan 8392 – 1D
Lot 85 in BUP 5466	Area 36 on Sketch Plan 8392 – 1D
Lot 86 in BUP 5466	Area 19 on Sketch Plan 8392 – 1D
Lot 87 in BUP 5466	Area 86 on Sketch Plan 8392 – 2D
Lot 88 in BUP 5466	Area 21 on Sketch Plan 8392 – 1D
Lot 89 in BUP 5466	Area 80 on Sketch Plan – 2D
Lot 90 in BUP 5466	Area 84 on Sketch Plan 8392- 2D
Lot 91 in BUP 5466	Area 105 on Sketch Plan 8392 – 4D
Lot 92 in BUP 5466	Area 25 on Sketch Plan 8392 – 1D
Lot 93 in BUP 5466	Area 87 on Sketch Plan 8392 – 2D
Lot 94 in BUP 5466	Area 26 on Sketch Plan 8392 – 1D
Lot 95 in BUP 5466	Area 28 on Sketch Plan 8392 – 1D
Lot 96 in BUP 5466	Area 22 on Sketch Plan 8392 – 1D
Lot 97 in BUP 5466	Area 120 on Sketch Plan 8392 – 4D
Lot 98 in BUP 5466	Area 30 on Sketch Plan 8392 – 1D
Lot 99 in BUP 5466	Area 31 on Sketch Plan 8392 – 1D
Lot 100 in BUP 5466	Area 64 on Sketch Plan 8392 – 2D
Lot 101 in BUP 5466	Area 89 on Sketch Plan 8392 – 2D
Lot 102 in BUP 5466	Area 65 on Sketch Plan 8392 – 2D
Lot 103 in BUP 5466	Area 71 on Sketch Plan 8392 – 2D
Lot 104 in BUP 5466	Area 83 on Sketch Plan 8392 – 2D
Lot 105 in BUP 5466	Area 33 on Sketch Plan 8392 – 1D
Lot 106 in BUP 5466	Area 74 on Sketch Plan 8392 – 2D
Lot 107 in BUP 5466	Area 82 on Sketch Plan 8392 – 2D
Lot 108 in BUP 5466	Area 34 on Sketch Plan 8392 – 1D
Lot 109 in BUP 5466	Area 37 on Sketch Plan 8392 – 1D

Lot 110 in BUP 5466	Area 68 on Sketch Plan 8392 – 2D
Lot 111 in BUP 5466	Area 85 on Sketch Plan 8392 – 2D
Lot 112 in BUP 5466	Area 95 on Sketch Plan 8392 – 2D
Lot 113 in BUP 5466	Area 29 on Sketch Plan 8392 – 1D
Lot 114 in BUP 5466	Area 90 on Sketch Plan 8392 – 2D
Lot 115 in BUP 5466	Area 91 on Sketch Plan 8392 – 2D
Lot 116 in BUP 5466	Area 119 on Sketch Plan 8392 – 4D
Lot 117 in BUP 5466	Area 118 on Sketch Plan 8392 – 4D
Lot 118 in BUP 5466	Area 79 on Sketch Plan 8392 – 2D
Lot 119 in BUP 5466	Area 121 on Sketch Plan 8392 – 4D
Lot 120 in BUP 5466	Area 72 on Sketch Plan 8392 – 2D
Lot 121 in BUP 5466	Area 110 on Sketch Plan 8392 – 4D
Lot 122 in BUP 5466	Area 106 on Sketch Plan 8392 -4D
Lot 123 in BUP 5466	Area 109 on Sketch Plan 8392 – 4D
Lot 124 in BUP 5466	Area 39 on Sketch Plan 8392 – 1D
Lot 125 in BUP 5466	Area 75 on Sketch Plan 8392 -2D
Lot 126 in BUP 5466	Area 67 on Sketch Plan 8392 -2D
Lot 127 in BUP 5466	Area 41 on Sketch Plan 8392 – 1D
Lot 128 in BUP 5466	Area 111 and 112 on Sketch Plan 8392 – 4D
Lot 129 in BUP 5466	Area 77 and 78 on Sketch Plan 8392 - 2D

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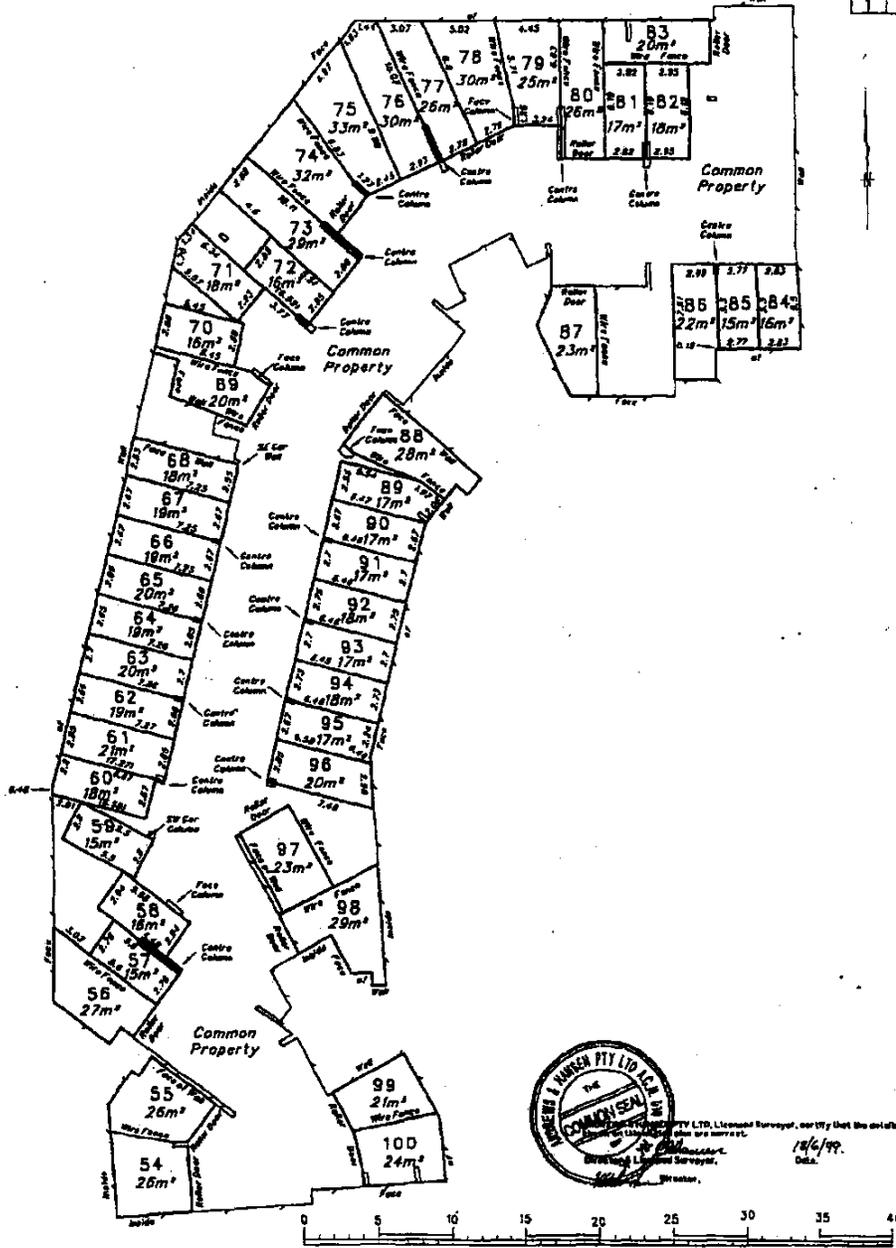
18/6/99  
Date



<p><b>ANDREWS &amp; HANSEN PTY LTD</b> CONSULTING SURVEYORS ACN 010 742 784 21/39 LAWRENCE DRIVE, NERANG</p> <p>PHONE (07) 5596 2150 FAX (07) 5596 0657</p>	<p>PLAN SHOWING EXCLUSIVE USE AREAS ON LEVEL B OF COMMUNITY TITLES SCHEME "GEMINI COURT" CTS 9731 CMS 9731</p>	<p>Scale: 1:250</p> <p>REF: 8392-10</p> <p>Meridian: DRAWN MJB</p>
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Title Reference: 19205468

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1 1

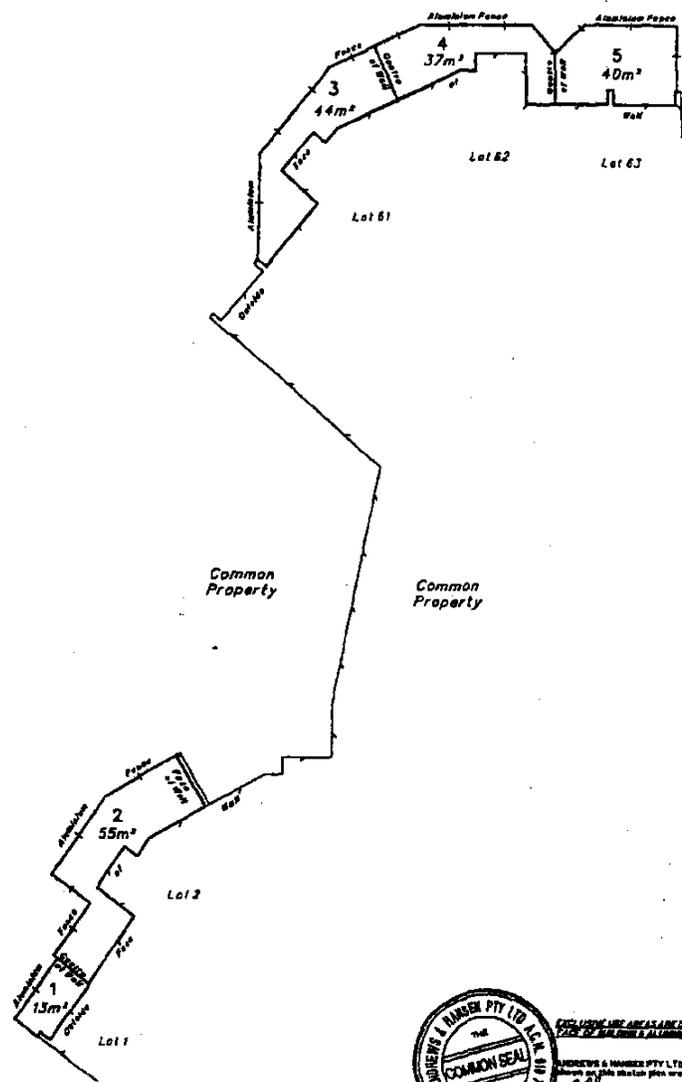


<p><b>ANDREWS &amp; HANSEN PTY LTD</b> CONSULTING SURVEYORS ACN 010 742 784 21/39 LAWRENCE DRIVE, NERANG</p>	<p>PLAN SHOWING EXCLUSIVE USE AREAS ON LEVEL C OF COMMUNITY TITLES SCHEME "GEMINI COURT" CTS 9731 CMS 9731</p>	<p>Scale: 1: 250</p>
<p>PHONE (07) 5596 2150 FAX (07) 5596 0657</p>	<p>Drawn: MJB</p>	<p>REF: 8392 - 2 D</p>

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EXCLUSIVE USE AREAS ARE DEFINED BY THE OUTLINE OF THIS PLAN AND THE COMMON SEAL.

ANDREWS & HANSEN PTY LTD, Licensed Surveyors, certify that the details shown on this plan are correct.

*[Signature]* 19/6/99  
 Director & Licensed Surveyor, Date

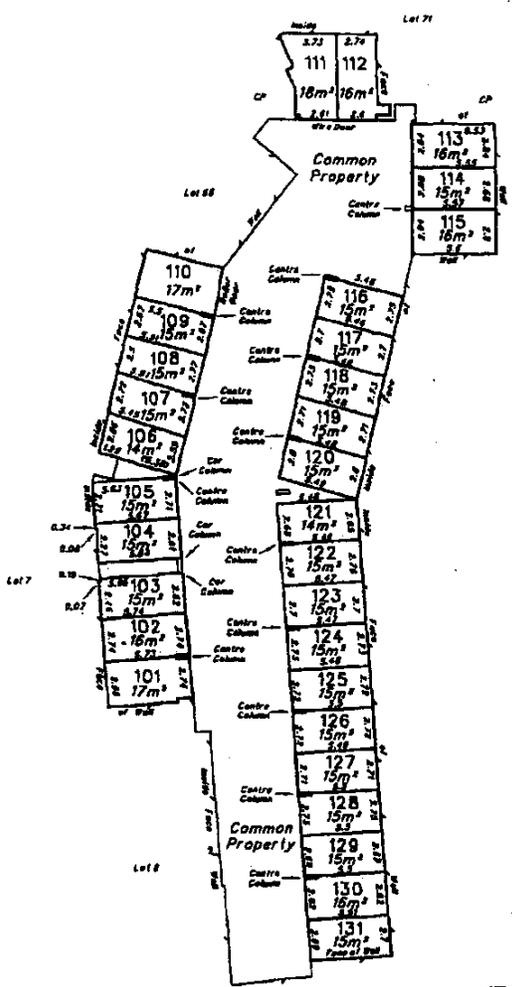
*[Signature]* Director



<p><b>ANDREWS &amp; HANSEN PTY LTD</b>  <b>CONSULTING SURVEYORS</b>          ACN 010 742 784          21/39 LAWRENCE DRIVE, NERANG</p>	<p>PLAN SHOWING EXCLUSIVE USE AREAS          ADJOINING LEVEL D OF COMMUNITY          TITLES SCHEME "GEMINI COURT" CTS 9731          CMS 9731</p>	<p>Scale: 1:250</p>
<p>PHONE (07) 5596 2150          FAX (07) 5596 0657</p>	<p>Mar 1999</p>	<p>REF: 8392 - 3 D</p>

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