1. INTERPRETATION

Dictionary

- 1.1. The following words have these meanings:
 - Act means the Body Corporate and Community Management Act 1997.
 - Body Corporate means the body corporate created upon the establishment of the Scheme pursuant to the Act.
 - Body Corporate Manager means the person appointed by the Body Corporate at any time pursuant to the Act
 as the manager of the Body Corporate.
 - **Building** means the building or buildings containing the Lots and includes, where the context permits or requires, any other structures or improvements on the Scheme Land.
 - Common Property means all land contained in the Community Titles Scheme that is not included in a Lot.
 - Committee means the Committee appointed by the Body Corporate under the Act.
 - Community Titles Scheme means the community titles scheme identified in Item 1 of this Community Management Statement.
 - Invitee(s) means an individual(s) invited by an Owner to only visit Breeze The Boardwalk complex.
 - Lot means a lot that is part of the Scheme Land for the Scheme.
 - Manager's Lot means Lot 4101 on the Scheme Land.
 - Owner means an Owner or occupier of a Lot.
 - Registered Visitor(s) means an individual(s) staying in an Owner's Unit for one night or more.
 - Regulation Module means the regulation module identified in item 2 of this Community Management Statement.
 - Scheme means the Community Titles Scheme to which this Community Management Statement relates.
 - Scheme Land means the scheme land identified in Item 4 of this Community Management Statement and includes the Building.
 - Utilities means any one or more of the following:
 - (a) Reticulated electricity
 - (b) Water
 - (c) Hot water
 - (d) Gas
 - Vehicle means any motor car, truck, van, utility, motor cycle/scooter, boat trailer including any boat and any other form of transport/vehicle with wheels.

Rules of Interpretation

- 1.2 In these by-laws unless the contrary intention appears or the context indicates otherwise
 - (a) a reference to a by-law includes any variation or replacement of it;
 - (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
 - (c) the singular includes the plural and vice versa;
 - (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;

- (e) any by-law or rule made by the Body Corporate, and anything done in connection with the Scheme Land by an Owner or the Body Corporate, must comply with the requirements of the Development Approval;
- (f) where the consent of the Body Corporate is given, to be effective such consent must be in writing;
- (g) where there is an obligation imposed upon the Owner with regard to the use of a Lot or the Common Property, whether a positive or negative obligation, that obligation is also imposed upon the Owner's tenants, employees, agents, contractors, customers and visitors;
- (h) where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the committee unless there is a legal restriction on the committee doing so; and
- (i) words and phrases defined in the Act, and used in these by-laws, have the same meaning.

2. CONDUCT

Noise

- 2.1. An Owner must not make or allow any noise in a Lot or on the Common Property that would unreasonably interfere with the use or enjoyment by others of a Lot or the Common Property.
- 2.2. In the event of unavoidable noise at any time, the Owner must take all practical steps to minimise the effect of the noise on her Owners by closing all doors, windows and curtains of the Lot and such further steps as may be necessary.
- 2.3. All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner. Such equipment and instruments shall not be operated between the hours 10 pm and 8 am in such a manner as to be audible at all to any other Owner.
- 2.4. An Owner must not permit a social gathering in a Lot to cause any noise which interferes with the quiet enjoyment of any other Owner at any time of the day or night.

Behaviour of Visitors

2.5 Owners must make sure their agents, contractors and visitors comply with these By-Laws and the community management statement.

Obstruction

2.6 An Owner must not obstruct the lawful use of the Common Property by another person.

Vehicles

- 2.7 Owners must not, except where a by-law authorises them to do so, or where they have the Body Corporate's consent, park or stand any Vehicle upon Common Property other than in the areas provided.
- 2.8 Owners must not park a Vehicle in any car parking spaces designated by the Body Corporate for use by visitors.
- 2.9 Owners must observe and comply with any car parking signs erected on the Common Property and comply with all reasonable directions of the Body Corporate in relation to the parking of any Vehicle on the Common Property.
- 2.10 Owners must only use the parking areas provided for the purpose of parking any Vehicles and must not conduct repairs or other works on any Vehicle, except for emergency repairs and then only to the extent necessary to enable movement of the Vehicle to a proper repair facility.
- 2.11 Vehicles must be driven safely and at a safe speed.

Car Spaces

2.12 Car spaces must be kept tidy and free of refuse. No items may be stored in car spaces, except Vehicles, unless stored in an approved storage locker. No storage locker may be installed in a car space unless the consent of the Body Corporate is first obtained.

2.13 Visitor parking spaces are restricted to motor cars/trucks/vans/utilities and motor cycles/scooters. These Vehicles are not to extend beyond the designated parking lines.

Notice of Accidents

2.14 If an Owner or an Owner's agent, contractor or visitor is involved in an accident on Common Property, the Owner must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

Smoking or Vaping

- 2.15 An Occupier must not -
 - (a) Cause a nuisance or hazard; or
 - (b) Interfere unreasonably with the use or enjoyment of another Lot; or
 - (c) Interfere unreasonably with the use or enjoyment of Common Property by persons lawfully on Common Property,
 - By Smoking or Vaping
 - (i) anywhere on Common Property,
 - (ii) in a Lot, on the balcony or terrace of a Lot where another person's use or enjoyment of another Lot is unreasonably interfered with by smoke drift.

3. USE

Gardens and Plants

3.1 An Owner must not damage or remove any lawn, garden, plant or part of a plant on the Common Property without the consent of the Body Corporate.

Damage to Common Property

- 3.2 An Owner must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, the Common Property except with the consent of the Body Corporate.
- 3.3 Clause 3.2 does not prevent an Owner, or person authorised by him, from installing any locking or other safety device for the protection of his Lot against intruders where such device is first approved by the Body Corporate and is constructed and installed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Scheme.

Rubbish Disposal

- 3.4 An Owner must -
 - (a) not deposit or throw upon the Common Property any paper, rubbish, refuse, unwanted material, cigarette butts, dirt, dust or other thing likely to interfere with the peaceful enjoyment of the Owner of another Lot or of any person lawfully using the Common Property;
 - (b) ensure that all refuse is removed from the Lot on a regular basis;
 - (c) comply with all local authority by-laws and ordinances relating to the disposal of refuse;
 - (d) ensure that the health, hygiene and comfort of the Owner of any other Lot is not adversely affected by his disposal of refuse;
 - (e) ensure that all refuse is deposited at the nominated refuse collection point on the Common Property, and comply with all reasonable directions of the Body Corporate in relation to the storage of refuse bins and the disposal or recycling of refuse;

- (f) not throw anything out of the Lot onto the Common Property, including dirty water, or any other substance.
- (g) ensure that empty bottles, boxes, used containers and similar items are stored tidily and so far as possible, out of sight.

Keeping of Animals

- 3.5 An animal may be brought onto a Lot if written approval from the Body Corporate Committee has been secured. The approval is subject to any conditions imposed by the Committee and any other By-Laws. The Committee may withdraw the approval at any time if the conditions of approval or the applicable By-Laws are not adhered to.
- 3.6 An Owner of a Lot with an approved animal must -
 - (a) ensure that the animal is always quiet and does not cause a nuisance or interfere unreasonably with another person's use or enjoyment of another Lot of Common Property,
 - (b) Ensure that all animal excrement is cleaned up immediately,
 - (c) Make sure that the animal is carried or is fully restrained while on Common Property.
- 3.7 No pets are allowed inside the fenced pool area or the gymnasium at any time.
- 3.8 Clause 3.5 does not exclude an Owner keeping a guide dog/assistance dog in a Lot or bringing it onto the Common Property in accordance with S181 (1) of the Act.

Aerials

3.11 Outside radio, satellite or television aerials, receiver dishes or similar device must not be erected or installed without the Body Corporate's consent.

Permitted Use of Lots

- 3.12 The Lots in the Community Titles Scheme may only be used for the following purposes:-
 - (a) The Manager's Lot for residential purposes and for the purpose of conducting a Management Caretaking and Letting Service as permitted by these By-Laws.
 - (b) All other Lots for residential purposes.
 - (c) No Lot other than the Manager's Lot may be used to conduct the Management Caretaking and Letting Service.
 - (d) Where a car space, balcony, storage area or private yard forms part of a Lot, then the area must only be used for its designated purpose.
 - (e) An Owner must not use a Lot for any purpose which is illegal.

General Use

- 3.13 Basement car parking areas and Visitor car parking areas are not to be used for:
 - (a) Skateboarding.
 - (b) Roller/in-line skating.
 - (c) Any ball sports such as football/cricket/tennis.

4. APPEARANCE

- 4.1 An Owner must not, without the consent of the Body Corporate, make a change to the external appearance of the Lot or the internal structure of the Lot. For the avoidance of doubt, no external blinds, security screens or fly screens may be erected without the previous consent in writing of the Body Corporate.
- 4.2 Where any consent is given pursuant to Clause 4. 1, such consent is conditional upon the Owner first obtaining necessary approvals of the local authority to the construction, erection or installation, and must provide evidence of such compliance to the Body Corporate prior to commencement of any construction, erection or installation.
- 4.3 An Owner may use a clothes airing stand/frame on the balcony of their Unit or tiled area adjoining their Unit, to dry washing, towels, clothing or other articles providing the articles are removed when they are dry and do not remain for any protracted period of time.
 - (4.3.1) Outdoor furniture etc, must not be used to drape large articles such as towels, bed linen, blankets etc. for drying purposes.
 - (4.3.2) No washing, towels, clothing or other articles can be draped over balcony railings.
- 4.4 An Owner must not install, renovate and/or replace window tinting or other window coverings without having the colour and design of it approved by the Body Corporate. In giving such approvals, the Body Corporate must ensure, so far as practicable, that window coverings and tinting used in any Lot presents a uniform appearance when viewed from outside the Lot.
- 4.5 An Owner must not display a FOR SALE notice sign, advertisement, placard, banner, pamphlet or similar article if the sign or article is visible from another Lot or the Common Property, or from outside the Scheme Land. This By-law does not apply to a Lot while it remains in the Ownership of the original Owner of the Scheme Land.
- 4.6 All Lots must be kept clean and fee from infestation by vermin and insects.
- 4.7 An Owner of a Lot which contains a balcony, roof area, courtyard or private yard is responsible for the maintenance of that area and must ensure that all plants are kept in good condition Any plant growth must not extend beyond the boundaries of any Lot or exclusive use area or interfere in the use and enjoyment of any other Lot.
- An Owner of a Lot which contains or has the benefit of exclusive use of a balcony, roof area, courtyard or private yard may keep and use an electric or gas barbeque within that area Any such barbeque must be of a reasonable size taking into account the size of the outdoor area so that it does not detract from the appearance of the Lot. Any barbeque must not extend beyond the boundaries of any Lot or exclusive use: area or interfere with the use and enjoyment of any other Lot.

5. INSURANCE

If the Body Corporate is unable to obtain insurance for the Scheme, owing to the use of their Lot by any of the Lot Owners, the Body Corporate will advise that Owner and the Owner must immediately cease any activity that is preventing the Body Corporate from obtaining insurance.

An Owner shall not bring on to, or keep in, a Lot or the Common Property anything which shall increase the rate of, or jeopardise, the Body Corporate's insurance or which may conflict with any relevant laws and/or regulations or any insurance policy relating to the Scheme Land.

6. SECURITY

The Body Corporate may take all reasonable steps to ensure the security of the Body Corporate assets and the observance of these By-Laws and without limitation: -

- (a) Close off any part of the Common Property not required for access to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use any part of the Common Property.
- (b) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners generally) as a means of monitoring the security and general safety of the Scheme Land.
- (c) Obtain, install and maintain locks, alarms, communication systems and other security devices.

All security equipment installed on the Common Property and used in connection with the provision of security for the Scheme Land will, with the exception of that equipment installed upon any Lot, be and remain the property of the Body Corporate.

The Body Corporate may make rules and regulations for the operation and use of the security equipment and all Owners must ensure compliance with the rules and regulations until revokes or amended by resolution of the Body Corporate.

All Owners of Lots acknowledge that the security keying system is designed to enhance the security and safety of occupants in the Building and must keep keys safe and report the loss of any keys to the Body Corporate or its representative. The Body Corporate may in its discretion limit the number of keys to the Common Property available to Owners and must maintain a register of all key allocations.

The Body Corporate is not responsible to any Owner in the event of any failure or malfunction of the security system.

7. AIR CONDITIONING

An Owner must not alter, replace or modify any air conditioning unit which services the Lot without the prior approval of the Body Corporate.

No other form or air conditioning other than ducted air conditioning may be installed without the approval of the Body Corporate which may be granted or refused in the absolute discretion of the Body Corporate.

An Owner must not remove an air conditioning unit without the prior written consent of the Body Corporate.

8. CABLE TV, PABX AND VIDEO SYSTEM

The Body Corporate will have the power and authority to: -

- (a) Permit any person to install cabling, wiring, ducting, conduits, amplifier, satellite dish and any other equipment ("the equipment") necessary for the provision of a PABX system or similar telephone exchange system, cable television services, video system, satellite services and similar services to the Scheme Land; and
- (b) Enter into agreements for the provision of such PABX, cable television services or video system with any such provider or such services or similar services on such terms and conditions as the Body Corporate may determine in it's absolute discretion.

The Body Corporate may approve and ratify any agreements evidencing the grant of the rights referred to in By-Law 8.1 and any ancillary documents relating to those agreements or any amendments, variations and/or assignments of those agreements which may be entered into by the Body Corporate prior to the date on which this By-Law is registered in the Department of Natural Resources and Mines.

9. SPECIAL PRIVILEGES

While there is a Management Caretaking and Letting Agreement: -

- (a) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Management Caretaking and Letting Agreement.
- (b) The Body Corporate will not allow any person or company other than the party to those agreements to provide, from the Scheme of the Land, any of the services set out in the Management Caretaking and Letting Agreement.
- (c) The Body Corporate will not enter into with any other person or entity an agreement similar to the Management Caretaking and Letting Agreement.

The Owner of the Managers Lot will be entitled to erect or display reasonable signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Management Caretaking and Letting Agreement.

The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land.

The Body Corporate must not make any part of the Common Property available to any persons or corporation for the purpose of conducting a letting business.

The Body Corporate confers on the Owner of the Managers Lot special privileges in respect of the whole of the Common Property to use same in connection with the business carried on pursuant to the Management Caretaking and Letting Agreement.

The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special privileges have been granted pursuant to this By-Law.

10. INSTALLATION OF HARD FLOORING

- 10.1 No hard floors (including tiles and wooden floor coverings) may be installed in a Lot or Exclusive Use area on level 2, 3 or 4 after establishment of the Scheme unless prior written consent of the Body Corporate is obtained. Where the Body Corporate grants consent to the installation of the flooring, in addition to any conditions the Committee may impose, the following conditions will apply.
- 10.2 For living / dining areas, bedrooms and passageways -
 - (a) The Body Corporate will require a rating of L'nT,w 50 or less;
 - (b) Following the installation of the flooring the owner must at their cost have the L'nT,w determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Owner must provide a copy of the report to the Committee within 7 days of receiving it;
 - (c) If the floor fails to achieve a rating of L'nT,w 50 or less or a test result is not provided within 30 days of completion of the work, the Owner, on receipt of official advice from the Committee, must remove the new flooring and replace it with compliant flooring.
- 10.3 For kitchen, bathroom, ensuite and laundry area that were originally tiled,
 - (a) The Body Corporate will require an acoustic rating equal to or better than the rating of the original tiles.

11. SWIMMING POOLS

- 11.1 When using the swimming pools and the area inside the pool fence, an Owner of a Lot shall ensure -
 - (a) That invitees are always accompanied by the owner;
 - (b) That children below the age of 14 years are always accompanied by an adult, either the Owner or a registered visitor, while in the pool area;
 - (c) That glass, ceramic containers or receptacles are under no circumstances taken into pools or the paved areas surrounding or between the pools.
- 11.2 Owners, Registered Visitors, Invitees are required to
 - (a) Comply with the pool rules authorised by the Committee and displayed in the pool area;
 - (b) Comply with any directions given by the on-site managers relating to the use of the pool and behaviour in the pool area;
 - (c) Not engage in behaviour that interferes with the use and enjoyment of the pool and adjacent area by any other person;
 - (d) Not make excessive noise that interferes with the quiet enjoyment of others in the pool area or in the adjacent lots.

Hours

11.3 The swimming pools and surrounding areas are available for use between the hours of 5:00am and 9:00pm, or such other hours as determined by the Body Corporate Committee.

Maintenance of Swimming Pools

11.4 An Owner must not, without proper authority, operate or interfere with the operation of any equipment associated with the swimming pools or add any chemical or other substance to the pools.

12. GYMNASIUM

- 12.1 When using the gymnasium, an Owner of a Lot shall ensure -
 - (a) That invitees are accompanied by the Owner.
 - (b) That children below the age of 14 years do not enter the gymnasium.
 - (c) That glass or ceramic containers or receptacles are under no circumstances taken into the gymnasium.
- 12.2 Owners, Registered Visitors, Invitees are required to -
 - (a) Comply with the gymnasium rules authorised by the Committee and displayed in the gymnasium.
 - (b) Comply with any directions given by the on-site managers relating to the use of the gymnasium.
 - (c) Not engage in behaviour that interferes with the use of the gymnasium by any other person.

Hours

12.3 The gymnasium is available for use between the hours of 5:00am and 9:00pm, or such other hours as are determined by the Body Corporate Committee..

Maintenance of Gymnasium

12.4 An Owner must not without proper authority, operate or interfere with the operation of any equipment associated with the gymnasium.

13. SUPPLY OF UTILITIES

The Body Corporate may at its election supply or engage another person to supply Utilities in the Community Titles Scheme and if so the following will apply:

- (a) The Body Corporate has the power to enter into a Contract for the purchase of Utilities, on the most economical basis, for the whole of the Community Titles Scheme from the relevant authority.
- (b) The Body Corporate has the power to sell Utilities to each Owner in the Community Titles Scheme.
- (c) The Body Corporate may (at the relevant Owner's expense) arrange for the installation of separate meters for each Lot to measure consumption of any of the Utilities in the Lot.
- (d) If the Body Corporate sells Utilities to Owners, each Owner must purchase and use all Utilities consumed in the Owner's Lot direct from the Body Corporate and must not purchase electricity from any other source.
- (e) The Body Corporate is not required to supply to any Owner any Utilities beyond those Utility Services which the relevant authority is able to supply at any particular time.
- (f) The Body Corporate may charge for the Utilities (including for the installation of, and the costs associated with utility infrastructure for the measurement of consumption of services) but only to the extent necessary for reimbursing the Body Corporate for the cost (including labour) of supplying the Utilities and the cost of measuring the consumption collection of tariffs for consumption. The price to be charged by the Body Corporate to each Owner of a Lot for the supply of Utilities (as distinct from the cost of collection) will not be more than the rate that would be imposed from the time to time by the relevant authority and governed by the same conditions as if such authority were supplying Utilities direct to each Owner of a Lot.
- (g) The Body Corporate may render account to each Owner. The accounts are payable to the Body Corporate within fourteen (14) days of the delivery.
- (h) In respect of an account which has been rendered pursuant to these By-Laws, then an Owner is liable, joint and severally with any person who was liable to pay the Utilities accounts when that Owner became the Owner of that Lot.

- (i) In the event that a proper account for the supply of Utilities is not paid by its due date for payment then the Body Corporate is entitled to: -
 - Recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction.
 - Disconnect the supply of Utilities to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner who is connected to the supply of the Utilities as a guarantee against non-payment of accounts for the supply of the Utilities.

14. GENERAL

Storage Areas

The Committee may, from time to time, designate part or parts of the Common Property as storage areas and the Owners are entitled to use such storage areas for storage purposes, subject to any rules which the Committee may from time to time make relating to the use of such storage areas.

Management

The Body Corporate is empowered to enter into any agreement-for the purpose of providing an Administration, Management, Caretaking and Letting service to the Scheme Land.

Additional Exclusive Use Areas

The original Owner may (during the first twelve (12) months after establishment of the Community Titles Scheme) by giving written notice to the Body Corporate allocate parts of the Common Property for the exclusive use of particular Lot Owners.

If the original Owner makes an allocation of Common Property in accordance with this By-Law, then the Committee and the Body Corporate (as necessary) will:

- (a) at the request of the original Owner;
- (b) at the cost of the original Owner; and
- (c) upon the provision of the necessary exclusive use plans by the original Owner approve and consent to the grant and/or allocation of exclusive use to any Owner of any party of Common Property and will authorise the signing and recording of any New Community Management Statement necessary to give effect to the grant and/or allocation of exclusive use.

Rules Relating to Common Property

The Body Corporate may make rules relating to the Common Property, as long as they are not inconsistent with these By-laws or the Development Approval.

All Owners shall observe the same unless they are disallowed or revoked by a majority resolution at a general meeting of the Owners.

Recovery of Costs

If the Body Corporate incurs costs or expenses because an Owner –

- (a) does not pay an amount due to the Body Corporate; or
- (b) breaches these By-laws, the Act or the Regulation Module,

the Owner must pay the Body Corporate those costs or expenses within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.

Notice of Defect

Owners of a Lot must give the Body Corporate prompt notice of any accident to or defect in the utility services in a Lot or on the Common Property which comes to their knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances, having regard to the urgency involved, to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Scheme as often as may be necessary.

Infectious Diseases

In the event of any infectious diseases which may require notification by virtue of any statute, regulation or ordinance happening in any Lot, the Owner of the Lot shall give written notice thereof and any other information which may be required relative thereto to the Body Corporate. Any expenses incurred by the Body Corporate of disinfecting the Lot or any part of the Common Property required to be disinfected and replacing any articles or things requiring to be destroyed shall be borne by the Owner.

Right of Entry

Owners, upon receiving reasonable notice from the Body Corporate, must allow the Body Corporate or any contractors, subcontractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas electricity, telephone or other system or service, cleaning and maintenance, and whether to their Lot or to an adjoining Lot.

If in the reasonable opinion of the Body Corporate there is a matter of sufficient emergency, no such notice will be necessary.

Where such works or repairs are due to any act or default of the Owner, such works or repairs shall be at the expense of the Owner.

Flammable Liquids

Except with the Body Corporate's consent, an Owner must not use or Store any flammable chemical, liquid, gas or other flammable substance upon the Scheme Land, except –

- (a) for those used or intended to be used for cleaning purposes; or
- (b) for any such substance contained in a fuel tank of a motor vehicle.

Auction Sale

Owners will not permit any auction sale to be conducted or take place on the Common Property without consent of the Body Corporate This By-Law does not apply to the original Owner. Nothing contained in this By-Law prohibits an auction sale being conducted in a Lot.

Visitors Staying with Owners/Residents

States:

- (a) Owners/Residents are required to register visitor(s) staying in their Unit for one night or more, prior to their arrival.
- (b) Registration can be undertaken in one of two ways:
 - 1. Completion in the Visitor Registration Book located at the Reception Office.
 - 2. Completion of the Visitor Registration Portal on the *Breeze The Boardwalk* website at www.breezecoolum.com.au and entering the required password.
- (c) Visitors can only use:
 - 1. The parking spaces allocated for the Unit in which they are staying; or
 - 2. designated visitor car parking spaces.

15. EXCLUSIVE USE AREAS

The Owners of each Lot shall be entitled to the exclusive use for themselves and their licensees or invitees for the purposes mentioned in Schedule E and for no other purpose whatsoever of those parts of the common property which are delineated on the Sketch Plan B attached hereto being No 10064-03 (sheets 1-8) and mentioned in Schedule E And forming part of the CMS and marked with the corresponding numbers.

The Owner to whom such use has been granted shall be solely responsible for maintain the area in a clean and tidy condition at all times, and in accordance with such directions as the Committee may issue from time to time.

In the event that such Owner does not upkeep such areas, the Body Corporate shall be entitled, at the cost of the Owner, to enter into and maintain the same, and the cost thereof shall be a debt due by the Owner to the Body Corporate payable upon demand.

16. EXCLUSIVE USE - STORAGE AREA

The proprietor or occupier for the time being of Lot 4101 being the Manager's lot shall be entitled to the exclusive use (subject to such areas being shared with the electricity and telephone sub-boards and the data loggers for the water meters) of the storage spaces allocated to such lot (and referred to as exclusive use areas 4101C, 4101D, 4101E, and 4101F) as set out in Schedule E below and on the attached Sketch Plan B Drawing no: 10064-03 comprising 8 pages, for the purpose of storing equipment and supplies to be utilised by the Manager in carrying on and fulfilling the Manager's duties as detailed in the Caretaking Agreement and no further resolution of the Body Corporate or its Committee shall have the effect of revoking this resolution. The proprietor or occupier of the Lot 4101 shall be responsible for the upkeep and maintenance of the exclusive use area referred to in this by-law.