

Mosaic Community Titles Scheme 45908

SCHEDULE C BY-LAWS

1 Definitions and interpretation

1.1 Definitions

In these by-laws, unless a contrary intention appears:

Act means the Body Corporate and Community Management Act 1997 and all regulations there under, as amended from time to time;

Apartments Premises means the lots and common property comprising the Scheme Land;

Architectural Code means the Architectural Code referred to in Schedule D of this Community Management Statement;

Body Corporate means the body corporate identified in Item 3 of this Community Management Statement;

Body Corporate Manager means a person or corporation who has been engaged by the Body Corporate to carry out the management and administrative duties for the Body Corporate and Body Corporate Committee;

Building means the building or buildings erected on the Land which includes the Apartments Premises;

Building Management Committee means the committee established under the Building Management Statement;

Building Management Statement or **BMS** means the building management statement registered under the Land Title Act in respect of the Building;

Caretaker means a person or corporation who has been engaged or authorised by the Body Corporate to supply management and caretaking for the benefit of the Common Property or lots included in the Community Titles Scheme, including to act as a Letting Agent;

Caretaking Agreement means the agreement between the Body Corporate and the Caretaker for the Scheme;

Car Parking Area means the car parking area in the Building and the areas for vehicular access to and egress from the car parking area in the Building;

Car Parking and Storage Plans means the car parking and storage plans contained in Annexure 1 to Schedule E of this CMS;

Committee means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

Common Property means all land contained in the Community Titles Scheme that is not included in a lot;

Communal Garden Area means part of the Common Property to be used for communal gardening in accordance with by-law 43, located on the rooftop of the Building;

Communal Garden Manual means a manual describing the ongoing maintenance required for each Communal Garden Plot;

Communal Garden Plot means an individual garden plot of a minimum area of 1.6m² within the Communal Garden Area;

Community Management Statement or **CMS** means the community management statement to which these by-laws are annexed;

Community Titles Scheme means the community titles scheme identified in Item 1 of this Community Management Statement;

Deeds means the:

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- (a) Management Agreement;
- (b) Caretaking Agreement for the Scheme;
- (c) Letting Agreement for the Scheme;
- (d) BMS;
- (e) utility services agreements,

or any one of them entered into by the Body Corporate, and which are generally in the terms disclosed by the Original Owner in the disclosure statement provided to the buyers of lots in the Scheme;

Energy Products means electricity, gas, chilled water, air-conditioning and hot water which are to be supplied to the lots and occupiers of lots, as well as any future utilities of any kind whatsoever which may be supplied to the lots and occupiers of lots;

Garbage Chute means the garbage chute which passes through the Building for use by occupiers of lots;

Garbage Rooms means the rooms forming part of the Common Property for the temporary storage of garbage, recyclable material or waste and providing access to the Garbage Chute for occupiers of lots;

Garden Occupation Authority means a licence for the right of the use of a Community Garden Plot, granted by the Body Corporate in favour of an Owner, to the exclusion of other Owners and occupiers, in accordance with by-law 49.

Greasetrap has the meaning given in clause 3.5;

Letting Agent means a person or corporation who has been authorised by the Body Corporate to act as letting agent for the Community Titles Scheme;

Letting Agreement means the authorisation agreement between the Body Corporate and the Letting Agent for the Scheme;

lot means a lot in the Community Titles Scheme;

Management Agreement means the agreement between the Body Corporate and the Body Corporate Manager for the Scheme;

Original Owner means the original owner identified in Item 5 of the first community management statement for the Scheme;

occupier has the meaning given to that term in the Act and includes a mortgagee in possession of a lot;

Owner has the meaning given to that term in the Act;

Recreation Facilities and Areas means the balcony area on Level 4 of the Building and the BBQ and any rooftop outdoor areas forming part of the Common Property;

Regulation Module means the regulation module identified in Item 2 of this Community Management Statement;

Scheme Land means the scheme land identified in Item 4 of this Community Management Statement and includes, when the context permits or requires, all improvements thereon;

Shared Facility has the same meaning as that given in the Building Management Statement;

Short Term Tenant means a person who:

- (a) intends to reside; or
- (b) resides,

in a lot for a period of less than 3 months;

utility infrastructure means lifts, lift shafts and carriages, risers, spire, Garbage Chute, cables, wires, pipes, sewers, drains, ducts, conduits, laser and optical fibres, electronic data or impulse communication, transmission or reception systems and other plant and equipment or means by which lots or Common Property are supplied with utility services;

utility services means all building services including but not limited to:

- (a) water reticulation or supply;
- (b) gas reticulation or supply;

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- (c) electricity supply;
- (d) air-conditioning condenser water;
- (e) telephone services;
- (f) computer data or television services;
- (g) sewer system;
- (h) drainage system;
- (i) system for the removal or disposal of garbage or waste;
- (j) ventilation or air extraction system;
- (k) fire services; or
- (l) another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property;

Utility Services Agreement means an agreement for the supply of utility services; and

Vehicle means any motor vehicle including, without limitation, a motorbike.

1.2 Interpretation

In these by-laws, unless a contrary intention appears:

- (a) headings and bold lettering are for convenience only and do not affect the interpretation of these by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to a person includes that person's successors and legal personal representatives;
- (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending or varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

2 Vehicles

2.1 An occupier of a lot must not:

- (a) park a Vehicle, or allow a Vehicle to stand, on the Common Property unless they have the benefit of exclusive use in accordance with by-law 48;
- (b) permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the Common Property except in designated visitor car parking areas for casual parking purposes; or
- (c) park or stand any Vehicle in any areas set aside for visitor car parking.

2.2 An occupier of a lot must ensure that designated visitor car parking areas remain available at all times for the sole use of visitors Vehicles and must ensure their invitees use the visitor car parking areas for casual parking only.

2.3 The Committee is empowered to remove, at the expense of the vehicles owner, vehicles parked illegally on Common Property by towing or other means.

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- 2.4** Vehicles must be registered and in a suitable roadworthy condition, oil and other substances must not be allowed to drip from the vehicle.
- 2.5** Occupiers must not exceed the speed limit while driving any vehicle on Common Property. Occupiers must use their best endeavours to ensure that their invitees do not exceed the speed limit.
- 2.6** An Owner or an occupier may only wash vehicles in designated washing bays and must not permit an invitee to wash any vehicle other than in a designated washing bay.
- 2.7** An Owner or an occupier may only park or stand bicycles in designated bicycle parking areas and must not permit an invitee to park or stand a bicycle other than in a designated bicycle parking areas.

3 Access over Common Property

- 3.1** The driveways and other Common Property areas and any easement giving access to the Scheme Land must not be obstructed by an occupier of a lot for any purpose other than the reasonable ingress and egress to and from its lot or the car parking areas provided.
- 3.2** Subject to by-law 3.3 an occupier of a lot must not:
- (a) drive or permit to be driven any vehicle in excess of two (2) tonnes onto or over the Common Property other than a vehicle necessary to facilitate the occupation of any lot and any vehicle permitted by any law to access the Common Property;
 - (b) drive or permit to be driven any vehicle in excess of a 22 seat capacity onto or over the Common Property;
 - (c) permit any invitees' vehicles to be parked on the roadway forming part of the Common Property at any time;
 - (d) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or on or in any car parking space.
- 3.3** By-laws 3.1 and 3.2 do not apply where an occupier of a lot:
- (a) is expressly authorised to do an act under a by-law made pursuant to the Act; or
 - (b) has the Body Corporate's prior written approval and the area of Common Property is designated by the Body Corporate for that purpose.
- 3.4** This by-law 3 does not apply to the Original Owner.
- 3.5** The Owners and occupiers acknowledge that there is a greasetrap located in the basement Car Parking Area (**Greasetrap**). The Greasetrap needs to be emptied on a regular basis. This CMS authorises the entry of vehicles or machinery into the Car Parking Area that may be necessary and required to empty the Greasetrap from time to time. The Body Corporate must use reasonable endeavours to require that the persons responsible for the emptying of the Greasetrap perform this activity in a way so as to minimise disturbance to Owners and occupiers.

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4 Obstruction

- 4.1** Property by someone else. The occupier of a lot must not obstruct the lawful use of the Common Property by someone else.
- 4.2** footpaths or driveways on Common Property. The occupier of a lot must not interfere with the use the access ways, footpaths or driveways on Common Property.
- 4.3** any other purpose other than access. The occupier of a lot must not use access ways, footpaths or driveway for any other purpose other than access.

5 Correspondence

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

6 Damage to Common Property

- 6.1** An occupier of a lot must not, without the Body Corporate's prior written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property or any trees, shrubs, plants on Common Property or any Body Corporate Assets.
- 6.2** By-law 6.1 does not apply to an Owner of a lot or person authorised by an Owner of a lot installing in that Owner's lot:
- (a) any locking or other safety device for protection of the Owner's lot against intruders or to improve safety within the Owner's lot;
 - (b) any screen or other device to prevent entry of animals or insects on the lot;
 - (c) any structure or device to prevent harm to children; or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the Owner's lot.
- 6.3** Any such locking or safety device, screen, other device or structure to which by-law 6.2 applies must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Apartments Premises.
- 6.4** The Owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.2 that forms part of the Common Property and that services the lot; and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 6.2 that forms part of the Common Property and that services the lot.
- 6.5** An occupier of a lot must not damage or deface any Body Corporate asset or any Shared Facility.
- 6.6** An occupier of a lot must ensure that any furniture or other items placed on the balcony of their lot is of sufficient weight or is sufficiently secured to the balcony so that during high winds or storms (or similar conditions) such furniture or other items are not capable of being blown off the balcony or

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causing damage to Common Property or other parts of the Building or causing harm or injury to any person.

7 Behaviour of occupiers

An occupier of a lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to an occupier of another lot or to any person lawfully using Common Property.

8 Notices to be observed

Occupiers and invitees must observe the terms of any notice displayed on Common Property by authority of the Body Corporate or the Committee or any lawful authority.

9 Children playing on Common Property

An occupier of a lot must not permit any child under the age of 16 years of whom the occupier has control to play on Common Property or, unless accompanied by an adult exercising effective control, to be or to remain on or use the Recreation Facilities and Areas, Car Parking Area or other area of possible danger or hazard to children.

10 Leaving rubbish on Common Property

The occupier of a lot must not leave or throw rubbish, dirt, dust or other material on the Common Property in a way or place likely to interfere with the peaceful enjoyment of the Common Property by someone else.

11 Instructions to contractors

An occupier of a lot must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing to do so.

12 Garbage disposal

12.1 An occupier of a lot that does not have shared receptacles for garbage, recyclable material or waste:

- (a) must maintain such receptacles within the lot or in a Garbage Room on the same level of the Building as the lot in a clean dry condition and adequately covered;
- (b) must ensure that garbage, recyclable material or waste is placed in the appropriate receptacles;
- (c) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of refuse securely wrapped or, in the case of tins or other containers completed drained or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
- (d) for the purpose of having garbage, recyclable material or waste collected, must place the receptacles in a Garbage Room on the same level of the Building as the lot and at a time not more than 12 hours before the time when the garbage, recyclable material or waste is normally collected;
- (e) must not place anything in the receptacle of another occupier of a lot except with the permission of that occupier; and

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- (f) must promptly remove anything which the occupier may spill from the receptacles and must take such action as may be necessary to clean the area where that thing was spilt.

12.2 An occupier of a lot that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that garbage, recyclable material or waste is placed in the appropriate receptacles;
- (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or in the case of tins or other containers, completely drained or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (c) must promptly remove anything which the occupier may spill from the receptacles and must take such action as may be necessary to clean the area where that thing was spilt.

12.3 When using the Garbage Chute for the disposal of garbage from a lot, the occupier of a lot must:

- (a) never place recyclable material, bottles or tins in the Garbage Chute;
- (b) ensure that before any garbage is placed in the Garbage Chute it is securely wrapped; and
- (c) ensure that the size of any garbage being placed in the Garbage Chute can travel freely down the Garbage Chute.

12.4 The cost of rectifying any damage or blockage in or to the Garbage Chute resulting from misuse or negligence must be borne by the occupier of the lot who caused the damage or blockage.

12.5 Notwithstanding any provision of this by-law 12, an occupier of a lot must comply with the Building Management Statement in regard to the disposal of garbage, recyclable material or waste.

13 Appearance of a lot

13.1 An occupier of a lot must comply with the Architectural Code.

13.2 An occupier of a lot must not, without the Body Corporate's prior written approval:

- (a) make a change to the external appearance of the lot;
- (b) hang washing, bedding, or another cloth article if the article is visible from another lot or the Common Property, or from outside the Scheme Land;
- (c) display a 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.

13.3 By-laws 13.1, 13.2(a) and 13.2(c) do not apply to a lot while it remains in the ownership of the Original Owner.

13.4 If a lot contains a balcony area the occupier of that lot is responsible for the cleaning and maintenance of the balcony area and must ensure that plants placed on the balcony area are not visible from another lot or the Common Property or from outside the Scheme Land and must keep any plants in good condition. Any plant growth must not extend beyond the boundaries of any lot or interfere in the use and peaceful enjoyment of any other lot. In addition, the balcony areas must be maintained to the same standard as the Common Property and in accordance with any landscape or

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architectural code implemented by the Body Corporate or by the Building Management Committee.

13.5 All lots must be kept clean and free from infestation by vermin and insects.

14 Flammable liquids, gases or other materials

14.1 An occupier of a lot must not, without the Body Corporate's prior written approval, store a flammable substance on the Common Property.

14.2 An occupier of a lot must not, without the Body Corporate's prior written approval, store a flammable substance on a lot unless the substance is used or intended for use for domestic purposes.

14.3 However, this by-law 14 does not apply to the storage of fuel in:

- (a) the fuel tank of a Vehicle; or
- (b) a tank kept on a Vehicle in which fuel is stored under the requirements of the law regulating the storage of flammable liquid.

15 Minimal Energy Usage

The Body Corporate will use its best endeavours to minimise the use of energy on Scheme Land and will, where practical:

15.1 maintain an estimate of:

- (a) energy requirements for uses on the Scheme Land; and
- (b) the percentage of the energy requirements that can be satisfied from renewable energy sources generated on the Scheme Land;

15.2 use renewable energy in preference to non-renewable energy sources;

15.3 use low energy bulbs in Common Property lighting;

15.4 use energy efficient hot water systems (such as solar and gas booster or electric heat pump) having at least a 3.5 star energy efficiency rating);

15.5 use grid connected photovoltaics or other renewable energy sources;

15.6 use appliances having the lowest energy consumption rating including but not limited to shower roses, light fittings, heaters, refrigerators, microwave ovens and clothes dryers;

15.7 install power saving devices; and

15.8 educate staff and occupiers to encourage participate in energy use reduction on Scheme Land.

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16 Keeping of animals

- 16.1** Subject to the Act, an occupier of a lot must not, without the Body Corporate's prior written approval:
- (a) bring or keep an animal on the lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the Common Property.
- 16.2** If the occupier of a lot is permitted under by-law 16.1 to bring an animal onto the lot or the Common Property, that occupier must ensure that the animal is quiet at all times, remains on a lead at all times when on Common Property and that all animal excrement is cleaned up by that occupier and at the cost of that occupier.
- 16.3** A person mentioned in The Guide Dogs Act 1972 section 5 who is an Owner or occupier of a lot has the right to keep a guide dog on the lot. The Owner or occupier must use their best endeavours to keep the guide dog quiet at all times, that the guide dog remains on a lead at all times when on Common Property and that all animal excrement is cleaned up.

17 Auction sales

- 17.1** An occupier of a lot must not permit any auction sale to be conducted or to take place on the lot or on the Common Property without the prior written consent of the Body Corporate and the Building Management Committee.
- 17.2** This by-law 17 does not apply to the Original Owner.

18 Clearance of post boxes

Occupiers (and if the lot is vacant, Owners) must regularly clear the post box for the lot.

19 Right of entry

- 19.1** An occupier of a lot, upon receiving reasonable notice from the Body Corporate, Caretaker or the Building Management Committee, must allow the Body Corporate, Caretaker or the Building Management Committee or any agents, contractors or employees authorised by them, the right of access to that occupier's lot for the purpose of carrying out works, maintenance or effecting repairs to any utility infrastructure.
- 19.2** If in the reasonable opinion of the Body Corporate, Caretaker or the Building Management Committee there is a matter of sufficient emergency no such notice will be necessary prior to exercising the right of entry under by-law 19.1. Such works or repairs shall be at the expense of the occupier of the lot in the case where the need for such works or repairs is due to any act or default of the occupier of the lot or its invitees, agents, contractors or employees. The Body Corporate, Caretaker or the Building Management Committee in exercising the powers under this by-law 15 must ensure that

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its agents, contractors and employees cause as little inconvenience to the occupier of the lot as is reasonable in the circumstances.

19.3 Without derogating from the provisions of by-law 19.1, the occupier of a lot must, upon receiving reasonable notice from the Body Corporate, Caretaker or the Building Management Committee, allow the Body Corporate, Caretaker or the Building Management Committee or any agents, contractors, or employees authorised by them the right of access through and to the occupier's lot for the purpose of cleaning the exterior surfaces of the Apartments Premises as contemplated in by-law 39.

19.4 Without derogating from the provisions of by-law 19.1, the occupier of a lot must allow the Body Corporate, Caretaker or the Building Management Committee or any agents, contractors, or employees authorised by them the right of access through and to their lot for the purpose of carrying out preventative maintenance, repair or replacement of any structural elements (as that term is defined in the Building Management Statement) which includes the right to close any doors and windows in a lot which may as a result of not being closed during high winds or storms (or similar conditions):

- (a) compromise or cause damage to the structural integrity or structural elements of the Building; or
- (b) cause damage to the Common Property or other parts of the Building.

20 Noise

20.1 An occupier of a lot must not create or permit any noise on a lot or the Common Property likely to interfere with the peaceful enjoyment of an occupier of another lot or of any person lawfully using the Common Property. In particular, no occupier of a lot will hold or permit to be held any social gathering in the lot which would cause any noise which unlawfully interferes with the peace and quietness of any other occupier of a lot, at any time of day or night and will comply in all respects with any relevant laws.

20.2 In the event of any unavoidable noise in a lot at any time, the occupier will take all practical means to minimise annoyance to other occupiers of lots by closing all doors, windows and curtains of the lot and also such further steps as may be within his power for the same purpose.

20.3 Guests leaving after 11.00pm will be requested by their hosts to leave quietly. Quietness also will be observed when an occupier of a lot returns to the lot late at night or during early morning hours.

21 Use of lots

21.1 Subject to any by-law to the contrary, an occupier of a lot must not use its lot or permit it to be used for any commercial or business purpose or for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

21.2 Subject to the provisions of by-law 21.3 and 21.5 an occupier of a lot may only use their lot or permit it to be used as a private residence or for letting to residential tenants.

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- 21.3** A residential tenancy for a Lot in the Scheme may not be used for Short Term Tenants.
- 21.4** An occupier of a lot may only use that part of the lot in the Car Parking Area for the following purposes:
- (a) the area designated for car parking in the Car Parking and Storage Plan – for car parking associated with the use and occupation of the lot; and
 - (b) the area designated for storage in the Car Parking and Storage Plan – for storage associated with the use and occupation of the lot.
- 21.5** An occupier of a lot shall be liable for any increase in the premium for reinstatement insurance effected by the Body Corporate, which increase is attributable to the way in which a lot (or any associated occupation authority area or exclusive use area) is used by the occupier.
- 21.6** An occupier of a lot must comply with the by laws of the Scheme and must not allow the lot or any Common Property to be used in such a manner as to contravene any by law of the Scheme.
- 21.7** An occupier of a lot must comply with the provisions of the Building Management Statement and must not allow the lot or any Common Property to be used in such a manner as to contravene any provision of the Building Management Statement.

22 Management

22.1 Original Owner's rights

- (a) The Original Owner, or its agent is authorised to:
 - (1) grant an occupation authority over parts of Common Property in the Scheme for uses ancillary to; and
 - (2) allocate a lot to be used both for residential purposes and for the purposes of, the management and caretaking of the Common Property and lots in the Scheme on behalf of the Owners of lots and/or for the provision of such other services for the benefit of the Common Property or lots in the Scheme as the Body Corporate may from time to time determine.
- (b) Within 12 months after the recording of the Community Management Statement the Original Owner or its agent must:
 - (1) make the allocation and grant the occupation authority authorised under by-law 22.1; and
 - (2) notify the Body Corporate in writing of the allocation.
- (c) If an allocation is made under by-law 22.1 with respect to a lot, the Owner of the lot will occupy the lot and use it as requested under by-law 22.1.

22.2 Letting Agent

- (a) While a Letting Agent is authorised by the Body Corporate to act as letting agent for the Scheme, the Letting Agent may conduct a letting agent's business from the Scheme to the exclusion of all others.
- (b) The Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably necessary by the Letting Agent in the performance of its duties and in the exercise of its rights under the Letting Agreement.

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22.3 Caretaker

While the Caretaker is appointed by the Body Corporate under the Caretaking Agreement, the Caretaker may provide its services to the Body Corporate to the exclusion of all others.

23 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 occupier of the lot shall give written notice thereof and any other information which may be required relative thereto to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.

24 Alterations to a lot

24.1 An occupier of a lot must not, without the prior written consent of the Body Corporate effect a structural alteration to the interior of the lot or to the lot.

24.2 Subject to by-law 6.2, an occupier of a lot must not, without the prior written consent of the Body Corporate and the Building Management Committee:

- (a) erect any screen, blind, awning or any other structure of any kind to the exterior of the lot or to the Common Property;
- (b) paint, repaint or carry out work to or alter the exterior of the lot or to the Common Property or;
- (c) carry out any building work in or on a lot including, without limitation, renovation works or structural works.

24.3 Before deciding whether to give consent under by-law 24.1 and 24.2, the Body Corporate and the Building Management Committee may require plans and specifications of the proposed work, alteration, improvement or structure and such other particulars and information as the Body Corporate and the Building Management Committee may require.

24.4 Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be removed with or without notice by the Body Corporate or subject to the provisions of the Building Management Statement, the Building Management Committee.

24.5 All Building Works must be carried out strictly in accordance with the Body Corporate's approval under this by-law 24.

24.6 This by-law 24 shall not apply to the Original Owner.

24.7 Despite any other by-law or Rule made pursuant to this CMS, each owner and occupier must comply with any requirement of a Government Agency, pursuant to a development approval for the Building, in respect of the appearance of and structures installed on balconies and terraces.

24.8 In accordance with the development approval for the Building, all balconies and terraces shown on approved drawings contained in the development approval for the Building (**approved drawings**) are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with and clearly depicted on the approved drawings as follows and which show operable glazing systems over fixed balustrade

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and traditional balconies which have only balustrade and no operable screening systems:

- (a) Upper Ground Floor (Balconies and Terraces Plan 1);
- (b) Level 1 (Balconies and Terraces Plan 2);
- (c) Level 2 (Balconies and Terraces Plan 3);
- (d) Level 3 (Balconies and Terraces Plan 4);
- (e) Level 4 (Balconies and Terraces Plan 5);
- (f) Levels 5-7 (Balconies and Terraces Plan 6);
- (g) Levels 8-10 (Balconies and Terraces Plan 7);
- (h) Levels 11-12 (Balconies and Terraces Plan 8); and
- (i) Levels 13-16 (Balconies and Terraces Plan 9).

25 Curtains, blinds, shutters and window tinting

- 25.1** An occupier of a lot shall not hang curtains, install blinds, shutters or apply window tinting visible from outside the lot unless those curtains, blinds or shutters have been approved by the Body Corporate.
- 25.2** This by-law 25 shall not apply to the Original Owner.
- 25.3** The Body Corporate is deemed to have approved all curtains, install blinds, shutters installed or window tinting applied by the Original Owner during construction.

26 Maintenance of lots

- 26.1** Save where it is the responsibility of the Body Corporate under the Act, the Regulation Module or these by-laws, each occupier of a lot shall be responsible for the maintenance of its lot and shall ensure that its lot is so kept and maintained as not to be offensive in appearance to an occupier of another lot through the accumulation of excess rubbish or otherwise.
- 26.2** All lots are to be maintained to prevent the excessive growth of any vegetation making vegetation visible from Common Property or outside the lot, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 26.3** If the Owner is in default of by-law 26.1 and fails to remedy such default after being requested to do so by the body corporate, the body corporate may, but is not obliged to, enter the lot to carry out the lot Owner's obligations under by-law 26.1 and shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at a time when the breach occurred.

27 Taps

An occupier of a lot must not waste water and shall see that all water taps in the lot are promptly turned off after use. Should the lot be unoccupied for a period of more than three months, then the stopcock or such other similar device on the hot water system must be turned off.

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28 Utility infrastructure

The utility infrastructure must not be used for any purpose other than that for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. The cost of rectifying any damage or blockage to utility infrastructure from misuse or negligence by an occupier of a lot shall be borne by the occupier of the lot who caused the damage or blockage whether the same is caused by the occupier of the lot or its servants, agents, licensees or invitees and the costs of rectifying such damage or blockage shall be recoverable by the Body Corporate under by-law 36.

29 Bulk supply of Energy Products

29.1 The Body Corporate may purchase and supply Energy Products for the Scheme, and in such cases this by-law 29 will apply.

29.2 The Body Corporate may charge occupiers for the supply of Energy Products either a flat fee or a fee based on usage (or a combination of both). For fees based on usage the Body Corporate must install separate meters for the Energy Products for each lot.

29.3 The Body Corporate is not required to supply any Energy Products beyond the requirements which the relevant authority is able to supply at any particular time.

29.4 The Body Corporate is not responsible or liable for any failure of the supply Energy Products due to break downs, repairs, maintenance, strikes, accidents or causes of any class or description.

29.5 To the extent allowed under the Regulation Module, the Body Corporate may charge owners for the supply of the Energy Products, including the cost of purchasing the Energy Products, the installation, maintenance and operation of utility infrastructure associated with the services, which costs may specifically include the costs associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.

29.6 The Body Corporate may render accounts to an occupier supplied with Energy Products under this by-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.

29.7 If a proper account for the supply Energy Products is not paid by the due date for payment, the Body Corporate may:

- (a) recover the amount unpaid (whether or not a formal demand has been made) as a liquidated due debt, in any court of competent jurisdiction; and/or
- (b) disconnect the supply of the relevant Energy Products to the relevant lot.

29.8 The Body Corporate may not charge more than the tariff for metered Energy Products which would have been payable for a relevant Energy Product if supplied directly by the relevant authority to the occupiers.

29.9 In this by-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

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- 29.10** For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations to the supply of electricity, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.

30 Behaviour of agents, invitees, contractors and employees

- 30.1** An occupier of a lot must take all reasonable steps to ensure that its invitees, agents, contractors and employees do not behave in a manner likely to interfere with the peaceful enjoyment of an occupier of another lot or of any person lawfully using the Common Property.
- 30.2** An Owner of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or damage to Body Corporate assets caused by the occupier of that lot or the occupier's invitees, agents, contractors or employees.
- 30.3** An Owner of a lot which is the subject of a lease, tenancy or licence must ensure the lessee, tenant or licensee receives a copy of the by-laws and must take all reasonable steps, including any action available under any such lease, tenancy or licence, to ensure that any lessee, tenant or licensee or other occupier of the lot or their invitees, agents, contractors and employees comply with these by-laws.
- 30.4** An occupier of a lot must take all reasonable steps to ensure that invitees, agents, contractors and employees of the occupier comply with these by-laws. If an invitee, agent, contractor or employee of the occupier does not comply with these by-laws the occupier must take all reasonable steps to ensure that the invitee immediately leaves the Apartments Premises and the Building.
- 30.5** Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by any occupier of a lot or the invitees, agents, contractors or employees of the occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at the time when the breach occurred.

31 Moving furniture and other objects on or through Common Property

- 31.1** An occupier of a lot must not, without the prior written consent of the Body Corporate (which must not be unreasonably withheld), transport any furniture or large object through or on Common Property.
- 31.2** The Body Corporate may resolve that furniture or large objects are to be transported through or on the Common Property in a specified manner.
- 31.3** If the Body Corporate has specified, by resolution, the manner in which furniture or large objects are to be transported, an occupier of a lot must not transport any furniture or large object through or on Common Property except in accordance with that resolution.
- 31.4** Notwithstanding the provisions of this by-law 31, an occupier of a lot must comply with the Building Management Statement in regard to the manner

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in which furniture or large objects are to be transported through the Building.

32 Floor coverings

32.1 An occupier of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an occupier of another lot.

32.2 lavatory or bathroom. By-law 32.1 does not apply to floor space comprising a kitchen, laundry,

33 Notice of Defect

33.1 An occupier of a lot must give the Body Corporate, the Caretaker and the Building Management Committee prompt notice of any accident to or defect in the utility infrastructure or the Common Property which comes to its knowledge.

33.2 Subject to the provisions of the Building Management Statement, the Body Corporate shall have authority by its agents, contractors or employees 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 Building and the Scheme Land as often as may be necessary.

34 No littering or pollution

Subject to the provisions of by-law 12.3 and without limiting the provisions of by-law 10, an occupier of a lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butt or other substance or article whatsoever out of the windows or doors or down or from any staircases, skylights, balconies, the roof or in passageways of the Building. Any damage or costs for cleaning or repair caused by breach thereof shall be borne by the Owner of the lot concerned.

35 Security

35.1 Subject to the provisions of the Building Management Statement, all security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme Land shall with the exception of that equipment installed upon any lot by the occupier of that lot, be and remain the property of the Body Corporate.

35.2 All security equipment (with the exception of that equipment installed upon any lot by the occupier of that lot, which shall be maintained at the cost of the that occupier) shall remain the property of the Body Corporate shall be repaired and maintained at the cost of the Body Corporate.

35.3 In no circumstances shall the Body Corporate be responsible to an occupier of a lot (and the occupier shall not be entitled to make any claim

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for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended.

- 35.4** Where the failure to operate arises from a malfunction of the security equipment in a lot, then the occupier of that lot shall allow the Body Corporate or the Building Management Committee and their respective agents, contractors or employees to enter upon the lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs of the repair or maintenance of the security equipment within a lot shall be at the cost of the Owner of that lot.

36 Recovery of costs

- 36.1** An Owner of a lot must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon or payable by the Owner of the lot by the Body Corporate pursuant to the Act, the Regulation Module or these by-laws.
- 36.2** Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or these by-laws by any occupier of a lot or its invitees, agents, contractors or employees or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of that lot at the time when the breach occurred.
- 36.3** If a contribution levied by the Body Corporate is unpaid 30 days after it falls due for payment, then the Owner must pay interest on any money due but unpaid at the rate of 2 1/2% per month or any part month as follows:
- (a) interest must be calculated daily from the due date up to and including the date the Body Corporate receives full payment; and
 - (b) failure by the Body Corporate to claim interest on arrears does not waive the Body Corporate's right to claim interest.

37 Air Conditioning

- 37.1** The Owner of a lot must maintain and keep in a state of good and serviceable repair the air packaging unit in the lot that forms part of the air conditioning facilities for the Apartment Premises.
- 37.2** An occupier must not install additional air conditioning vents or air conditioning system in a lot without the prior written consent of the Body Corporate and the Building Management Committee.
- 37.3** The Body Corporate is deemed to have approved all air conditioning units and air conditioning vents installed by the Original Owner during construction

38 Wireless and television aerials and satellite dishes

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No outside wireless or television aerials or satellite dishes may be erected without the prior written consent of the Body Corporate and the Building Management Committee (which must not be unreasonably withheld).

39 Windows, glass and doors

39.1 An occupier of a lot must keep clean all exterior surfaces of glass in windows, doors and on balconies on the boundary of the lot, including so much as is Common Property, unless:

- (a) the Body Corporate resolves that it will keep the glass or specified part of the glass clean;
- (b) that glass or part of the glass cannot be accessed by the occupier of the lot safely or at all; or
- (c) the Building Management Statement provides for the cleaning of the exterior surfaces.

39.2 Without derogating from the provisions of by-law 19.1, the occupier of a lot must, upon receiving reasonable notice from the Body Corporate, allow the Body Corporate or any agents, contractors, or employees authorised by them a right of access onto such parts of the occupier's lot as is necessary to clean the exterior of the balconies or any other part of the lot and other lots in the Apartments Premises.

40 Water apparatus

The water closets conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in them. The cost of rectifying any damage or blockage resulting from misuse or negligence must be borne by the occupier of the lot concerned.

41 Repair

Prompt notice must be given to the Body Corporate and Building Management Committee of any accident to or defect in the water pipes gas pipes electric installations or fixtures.

42 Storage

Empty bottles, boxes, used containers and similar items must be stored tidily and so far as possible, out of sight.

43 Insurance

An occupier of a lot must not do anything in its lot which increases the rate of fire insurance payable by the Body Corporate or which may conflict with the laws and/or regulations about fires or any insurance policy.

44 Rules and manuals

The Body Corporate may make rules or prepare manuals about the Common Property not inconsistent with these by-laws or the Building Management Statement. All rules and manuals must be observed by the occupiers of lots until they have been revoked by an ordinary resolution at a general meeting of the Body Corporate.

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45 Compliance with Deeds

- 45.1** Each Owner acknowledges that the Body Corporate may enter into the Deeds and the Body Corporate and the Owners must do all things necessary to enable the Body Corporate to comply with its and the Owner's respective obligations under the Deeds, including providing access to the Owner's Lot.
- 45.2** Each Owner must comply (and ensure its occupiers comply) with all requirements of the Deeds. Any costs arising directly or indirectly as a result of a breach of the Deeds by an Owner (or that Owner's occupiers) is payable by that Owner and that Owner indemnifies the Body Corporate and all other Owners against such costs.
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46 Display unit

The Original Owner may until it has sold all lots in the Community Titles Scheme open and maintain a display unit and erect on the Common Property those signs and display notices as it considers appropriate to assist in its marketing of the Scheme Land and the Building.

47 Storage Exclusive Use Area

- 47.1** The Owner of each lot identified in Schedule E of this Community Management Statement has an exclusive right of use of the storage area allocated to that lot in Schedule E of this Community Management Statement or as allocated by the Original Owner by notification to the Body Corporate within 12 months of the date of recording the first Community Management Statement.
- 47.2** The Owner or occupier of a lot entitled to an exclusive use storage area must keep the storage area in a tidy condition and must not litter the same or use it so as to create a nuisance and shall be responsible for the cost of the repair and maintenance of the storage area.
- 47.3** The Body Corporate and each of their employees, agents and contractors on giving reasonable notice except in the case of emergency when no notice is required may enter upon the exclusive use storage area for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, the Common Property, the lot or an adjoining lot.
- 47.4** An exclusive use storage area under this by-law 47 is to be used for storage purposes only and the Committee may make rules or prepare manuals with respect to use of the storage area.
- 47.5** The occupier of a lot entitled to an exclusive use storage area under this by-law 47 must comply with the rules and manuals imposed by the Committee from time to time and must obtain the prior written approval of the Body Corporate before installing or constructing any fencing, caging or similar structure in the storage area. Any improvements to the storage area in the form of fencing, caging or other structure shall be undertaken at the cost of the Owner or occupier of the lot.

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48 Car Parking Exclusive Use Area

- 48.1** The Owner of each lot identified in Schedule E of this Community Management Statement has an exclusive right of use of the car parking area allocated to that lot in Schedule E of this Community Management Statement or as allocated by the Original Owner by notification to the Body Corporate within 12 months of the date of recording the first Community Management Statement.
- 48.2** The Owner or occupier of a lot entitled to an exclusive use car parking area must keep the car parking area in a tidy condition and must not litter the same or use it so as to create a nuisance and shall be responsible for the cost of the repair and maintenance of the car parking area.
- 48.3** The Body Corporate and each of their employees, agents and contractors on giving reasonable notice except in the case of emergency when no notice is required may enter upon the exclusive use car parking area for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, the Common Property, the lot or an adjoining lot.
- 48.4** Subject to clause 48.7, an exclusive use car parking area under this by-law 48 is to be used for car parking purposes only and the Committee may make rules or prepare manuals with respect to use of the car parking area.
- 48.5** The occupier of a lot entitled to an exclusive use car parking area under this by-law 48 must comply with the rules and manuals imposed by the Committee from time to time and must obtain the prior written approval of the Body Corporate before installing or constructing any improvement in the car parking area.
- 48.6** Any improvements to the car parking area shall be undertaken at the cost of the Owner or occupier of the lot.
- 48.7** An Owner may construct a storage cage in the Owner's exclusive car parking area, provided that it first obtains the prior written approval of the Body Corporate before installing or constructing any storage cage. In deciding whether it will provide consent, the Body Corporate may have regard to the size, functionality, appearance and impact on adjoining exclusive car parking areas of any proposed storage cage. The Owner and any occupiers must comply with any Body Corporate rules with respect to the construction and use of the storage cage.

49 Garden Plot Areas

49.1 Use of Communal Garden Area

- (a) The Body Corporate must ensure that the Communal Garden Area is made available for the use of a limited number of the Owners as Communal Garden Plots. A maximum of 40 plots will be provided.
- (b) Each Owner is entitled to apply to the Body Corporate for the granting of a Garden Occupation Authority.
- (c) The Owner or occupier with a Garden Occupation Authority must keep and maintain the Communal Garden Plot in accordance with the Communal Garden Manual and must not litter the same or use it so as to create a nuisance and shall be responsible for the cost of the repair and maintenance of the Communal Garden Plot.
- (d) The Body Corporate and each of their employees, agents and contractors on giving reasonable notice except in the case of emergency when no notice is required may enter upon the exclusive

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use Communal Garden Plot for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the utility infrastructure, the Common Property, the lot or an adjoining lot.

- (e) The Committee may make rules or prepare and update the Communal Garden Manual with respect to use of the Communal Garden Area and the Communal Garden Plots and each Owner or occupier must comply with any such rules and/or manuals.
- (f) If an Owner or occupier fails to comply with the obligations imposed on Owners and occupiers under this clause 49.1, the Body Corporate may:
 - (1) issue a notice to remedy breach to the Owner or occupier (as the case may be), requiring the breach to be remedied within a reasonable amount of time; and
 - (2) if the Owner or occupier fails to remedy that breach, terminate the Owner's Garden Occupation Authority without any further notice.
- (g) If a Garden Occupation Authority is terminated under by-law 49.1(f), the relevant Communal Garden Plot will be available for the Body Corporate to grant to another Owner under a new Garden Occupation Authority in accordance with by-law 49.2.

49.2 Allocation of Communal Garden Plots

- (a) Each Owner acknowledges that there are limited Communal Garden Plots available for grant by a Garden Occupation Authority by the Body Corporate and such Garden Occupation Authorities will be granted on a "first in, first serve" basis, subject to availability.
- (b) Each Owner may apply to the Body Corporate for a Garden Occupation Authority, by written notice to the Body Corporate.
- (c) The Body Corporate will grant to an Owner a Garden Occupation Authority as and when Communal Garden Plots become available, on the terms of this by-law 49.
- (d) The Body Corporate will maintain a record of each Owner who has applied for the grant of a Garden Occupation Authority, including the date such application was made.
- (e) The date upon which an application was made by an Owner under by-law 49.2(b) will determine the order of priority for the granting of a Garden Occupation Authority by the Body Corporate under this by-law 49.
- (f) The Body Corporate will ensure that each grant of a Garden Occupation Authority is recorded on the occupation authority register for the Scheme.
- (g) An Owner may surrender their Garden Occupation Authority at any time, at which point the relevant Communal Garden Plot will be available for the Body Corporate to grant to another Owner under a new Garden Occupation Authority in accordance with this by-law 49.2.

50 Fire Alarms

An occupier of a lot who is responsible for setting off a false fire alarm in the Building shall be responsible for all costs associated with the fire brigade attending the Building in response to the fire alarm and the Body Corporate shall be able to recover those costs under by-law 36.

51 Consent of Body Corporate

A consent given by the Body Corporate under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

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52 Building Management Statement

- 52.1** The occupier of a lot must comply with the Building Management Statement and any rules or standards or codes imposed by the Building Management Committee.
- 52.2** The Committee must appoint one (1) representative to represent and vote for its interest at meetings of the Building Management Committee. If no representative has been appointed by the Committee, then the representative shall be the Chairperson of the Body Corporate as appointed from time to time.
- 52.3** Nothing in these by-laws give the occupier of a lot consent to do anything which is prohibited or regulated by the Building Management Statement or object to the Building Management Statement or anything done by the Building Management Committee pursuant to the Building Management Statement.
- 52.4** A consent under these by-laws does not relieve the occupier of a lot from obligations to obtain necessary consents under the Building Management Statement.
- 52.5** If there is an inconsistency between a by-law and the Building Management Statement, the Body Corporate must amend the inconsistent by-law to make is consistent with the Building Management Statement.
- 52.6** Each Owner and occupier agrees not to object to any application to a government authority or other regulatory body for an approval or a permit in respect of the use of a lot governed by the Building Management Statement, or to any lawful use of any other lot governed by the Building Management Statement, including any use of premises within a lot for pubs, restaurants and/or bars, and any reasonable noise created as a result of that use.
- 52.7** The Body Corporate may add, change or cancel a by-law only if:
- (a) it complies with any provision in the Building Management Statement in regard to adding, changing or cancelling the by-law;
 - (b) it consults with the Building Management Committee before making the addition, change or cancellation; and
 - (c) the addition, change or cancellation does not conflict with the Building Management Statement.

53 Recreation Facilities and Areas

- 53.1** An occupier of a lot must ensure:
- (a) that invitees and guests do not use the Recreation Facilities and Areas unless an occupier of a lot accompanies them;
 - (b) that children below the age of 16 years are not allowed to use or be in the Recreation Facilities and Areas unless accompanied by an adult occupier exercising effective control over them;
 - (c) that alcoholic beverages are not to be taken or consumed in or around the Recreation Facilities and Areas other than in those areas designated by the Body Corporate from time to time in which alcoholic beverages may be taken or consumed;

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- (d) that invitees exercise caution at all times and not run or behave in any manner that is likely to interfere with the use of the Recreation Facilities and Areas by other persons; and
- (e) that no use is made of the Recreation Facilities and Areas between the hours of 11pm and 5am without the prior written consent of the Body Corporate.

53.2 The Committee may make rules or prepare manuals from time to time with respect to the use of the Recreation Facilities and Areas and an occupier of a lot is required to comply with such rules and manuals.

53.3 Despite any other by-law or Rule made pursuant to this CMS:

- (a) only owners and occupiers and visitors of owners and occupiers (who must be in the company of an owner or occupier) may use any Recreation Facilities and Areas and any Common Property located on the rooftop of the Building; and
- (b) no owner or occupier may access that part of the Common Property forming part of the rooftop of the Building at any time between 10pm and 6am Monday to Sunday.

54 Operation of heavy vehicles

- (a) The development approval for the Building contains a condition that the operation of heavy vehicles (excluding waste collection vehicles) on and around the Building and Scheme Land must only occur between 7 am to 9 pm Monday to Saturday.
- (b) Owners, occupiers and any visitors and guests of owners and occupiers must comply with the condition in clause 54(a).