

Title Reference

SCHEDULE C BY-LAWS

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1. Definitions and Interpretations

1.1 Definitions

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

Act means the *Body Corporate and Community Management Act 1997* (Qld) and all regulations there under, as amended from time to time.

BMS Caretaking Agreement means the agreement for the caretaking of the shared facilities under the Building Management Statement.

BMS Management Agreement means the agreement for the management of the shared facilities under the Building 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 the Committee.

Building means the building erected on the Scheme Land.

Building Management Statement means the building management statement registered in respect of the Building under the *Land Title Act 1994* (Qld).

Building Manager 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 Scheme, including to also act as a Letting Agent.

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.

Casual Parking means parking by bona fide invitees of Occupiers of lots within the Scheme for their use during the period of their visit to the Occupier of the Lot.

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 Scheme that is not included in a Lot.

Community Management Statement means the community management statement to which these by-laws are annexed.

Deeds means the:

- (a) Management Agreement;
- (b) Management, Caretaking and Letting Agreement
- (c) BMS Caretaking Agreement;
- (d) BMS Management Agreement; and
- (e) Utility Services Agreements,

or any one of them entered into by the Body Corporate, as amended from time to time

Excluded Dog means pit bull terrier, an American pit bull terrier, a dogo argentino, a fini breazileiro, a Japanese tosa, any other outcross, any dog prohibited from importation into Australia by the Commonwealth government and a regulated dog under the *Animal Management (Cats and Dogs) Act 2008* (Qld).

Garbage Chute Area means the room forming part of the Common Property for the storage of garbage, recyclable material or waste.

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Goods Lifts means:

(a) the lift located adjacent to the Refuse Room, designated specifically for the transport of furniture or large objects;

and

(b) one of the two lifts, which are accessed through the basement levels, lobby area and each level of the Building, designated specifically for the transport of furniture or large objects and has appropriate protective covering erected by the Body Corporate Manager.

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

Lot means a lot in the Scheme.

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

Management, Caretaking and Letting Agreement means the agreement between the Body Corporate and the Building Manager for the Scheme.

Original Owner means the original owner identified in Item 5 of the first Community Management Statement.

Occupier has the meaning given to that term in the Act and includes a mortgagee in possession of a Lot and where the context permits and the intent of the by-law would be better served for the benefit of other Occupiers in the Scheme it includes the invitees of an Occupier.

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

Recreational Areas means those parts of the Common Property designated as the recreational terrace and roof terrace.

Refuse Room means the area on the ground level forming part of the Common Property for the storage and removal of garbage, recyclable material or waste.

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

Scheme means the community titles scheme identified in Item 1 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.

Utility Infrastructure means lifts, lift shafts and carriages, risers, spire, 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;
- (c) electricity supply;
- (d) air-conditioning condenser water;
- (e) telephone services;
- (f) pay television;
- (g) computer data or television services;
- (h) sewer system;
- (i) drainage system;

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- (j) system for the removal or disposal of garbage or waste;
- (k) ventilation or air extraction system;
- (l) fire services; or
- (m) 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.

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, Bicycles, Scooters, Skate Boards and any other means of Wheeled Conveyance

2.1 Parking Vehicles

The Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
- (b) permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the Common Property, except in designated visitor parking areas for casual parking purposes.

2.2 Designated visitor parking areas

- (a) An Occupier of a Lot must ensure that the designated visitor parking areas remain available at times for the sole use of visitor Vehicles and must ensure their invitees use the visitor car parking areas for Casual Parking only.
- (b) An approval under by-law 2.1(a) must state the period for which it is given, with the exception of designated visitor parking.
- (c) Vehicles that are parked in the designated visitor parking areas in breach of clause 2.2(a) may be towed at the expense of the owner of the Vehicle.
- (d) The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

2.3 Removal of Vehicles

The Committee is empowered to remove, at the expense of the Vehicle's owner, Vehicles parked illegally on Common Property by towing or other means.

2.4 Conditions of Vehicles

Vehicles must be registered and in a suitable roadworthy condition, oil and other substances must not be allowed to drip from the Vehicle.

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2.5 Speed Limit

Occupiers must:

- (a) not exceed the speed limit while driving any Vehicle or riding on any Bicycles, Scooters, Skate Boards and any other means of wheeled conveyance while within or on Common Property.
- (b) use their best endeavours to ensure that their invitees do not exceed the speed limit.
- (c) speed Limit in this by-law in relation to the Common Property is 10km/h.

2.6 Bicycles, Scooters, Skate Boards and any other means of Wheeled Conveyance (excluding bona fide wheeled medical assistive devices)

- (a) An Owner or an Occupier may only park or stand bicycles in designated bicycle parking areas (if such areas are provided) and must not permit an invitee to park or stand a bicycle other than in a designated bicycle parking areas.
- (b) The Body Corporate may remove from the Common Property and dispose of any abandoned bicycles after reasonable notice has been given to Occupiers and Owners of the Body Corporate's intention to do so.
- (c) No occupier shall, nor shall he, she or they allow their children or invitees, to ride any Bicycles, Scooters, Skate Boards or any other means of wheeled conveyance (excluding bona fide wheeled medical assistive devices) within or on any part of the common property that is not intended for the use of vehicles including but without limiting those areas the entrance foyer of the building, the hallways and common property on each floor of the building and the entertainment areas within the common property.

3. Common Property

3.1 Obstruction

The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

3.2 Access and use of Common Property

- (a) The driveways, footpaths and other Common Property areas and any easement giving access to the Scheme Land must not be obstructed by an Occupier of a Lot or used for any purpose other than the reasonable ingress and egress to and from its Lot or the car parking areas provided.
- (b) Subject to by-law 3.2(c), an Occupier of a Lot must not:
 - (i) drive or permit to be driven any Vehicle in excess of four (4) tonnes gross vehicle mass 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.
 - (ii) drive or permit to be driven any Vehicle in excess of an eight (8) seat capacity onto or over the Common Property; or
 - (iii) permit any invitees' Vehicles to be parked on the roadway forming part of the Common Property at any time.
- (c) By-laws 3.2(a) and 3.2(b) do not apply where an Occupier of a Lot:
 - (i) is expressly authorised to do an act under a by-law made pursuant to the Act; or
 - (ii) has the Body Corporate's prior written approval and the area of Common Property is designated by the Body Corporate for that purpose.
- (d) This by-law 3.2 does not apply to the Original Owner.
- (e) Except as approved by the Committee of the Body Corporate nothing of any description shall be kept, stored or placed by any Occupier on any surface of, or within, the Common Property. Any such items may be removed and disposed of without notice.

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3.3 Removals

- (a) Subject to clause 3.3(b), an Occupier of a Lot must not, without prior oral consent of the building manager (which must not be unreasonably withheld), transport any furniture or large object through or on Common Property including the lift.
- (b) An Occupier of a Lot must use the Goods Lifts for the transport of any furniture or large objects and then only via basements 1 or 2 and not the foyer to the building.
- (c) The Body Corporate may resolve that furniture or large objects are to be transported through or on the Common Property in a specified manner.
- (d) 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.

3.4 Damage to Common Property

- (a) Subject to by-law 3.4(b) the Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (i) 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 lawn, garden, tree, shrub, plant or flower on the Common Property or any Body Corporate assets; or
 - (ii) use a part of the Common Property as a garden.
- (b) An approval under by-law 3.4(a) must state the period for which it is given.
- (c) The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier
- (d) Subject to by-law 19 an Owner or person authorised by the Owner may with the prior written consent of the Body Corporate install:
- (i) any locking or other safety device for the protection of the Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects upon the Lot,
provided that the locking or other safety device or, as the case may be, screen or other device is:
 - (iii) constructed in a workmanlike manner;
 - (iv) maintained in a state of good and serviceable repair by the Owner; and
 - (v) in keeping with the appearance of the rest of the Scheme Land and does not detract from the amenity of the building.
- (e) 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) the furniture or other items are not capable of being blown off the balcony or causing damage to Common Property or other parts of the Building or causing harm or injury to any person.
- 4. Behaviour**
- 4.1 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.
- 4.2 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 or interfere with the peaceful enjoyment of an Occupier of another Lot or to any person lawfully using Common Property.

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4.3 Behaviour of guests, invitees, contractors and employees

(a) An Occupier of a Lot must take all reasonable steps to ensure that its invitees, agents, contractors and employees are adequately clothed and do not use language or behave in a manner likely to cause offence or embarrassment to or interfere with the peaceful enjoyment of an Occupier of another Lot or to any person lawfully using Common Property.

(b) 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.

(c) 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 that 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.

(d) 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 Scheme Land.

4.4 Leaving of rubbish on the Common Property

The Occupier of a Lot must not leave rubbish or other materials on the Common Property.

4.5 Throwing objects

The Occupier of a Lot must not throw or allow to fall or permit or suffer to be thrown or fall any paper, rubbish, refuse or other object or substance or article whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the Building. Any damage or costs for cleaning or repair caused by a breach of this by-law shall be borne by the Occupier concerned.

4.6 Smoking

The Occupier of a Lot:

- (a) shall not smoke within the Common Property; and
- (b) may only smoke within the internal habitable area of a Lot, subject to all windows and doors being closed.

This clause does not limit the requirements of any law in relation to smoking.

4.7 Recreational Areas

(a) An Occupier of a Lot must ensure that:

- (i) invitees and guests do not use the Recreational Areas unless an Occupier of a Lot accompanies them;
- (ii) alcoholic beverages are not to be taken or consumed in or around the Recreational Areas other than in those areas designated by the Body Corporate from time to time in which alcoholic beverages may be taken or consumed;
- (iii) invitees exercise caution at all times and not run or behave in any manner that is likely to interfere with the use of the Recreational Areas by other persons;
- (iv) the Recreational Areas are:
 - (A) left in a clean and tidy condition after use;
 - (B) not used for commercial ventures; or
 - (C) not accessed or used between the hours of 10pm and 7am, without the prior written consent of the Body Corporate.

(b) The Committee or Building Manager may make rules or prepare manuals from time to time with respect to the use of the Recreational Areas (which may include the implementation of a booking system to ensure that all Occupiers have an

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equal opportunity to share the Recreational Areas) and an Occupier of a Lot is required to comply with those rules and manuals.

(c) The rules in by-law 4.7(b) may include the right to require Occupiers to pay a deposit to the Building Manager when making a booking. The deposit will be held by the Building Manager at the direction of the Body Corporate and may be forfeited by the Body Corporate and dealt with in accordance with by-law 15.2. Any amount of the deposit not forfeited must be refunded by the Building Manager to the Occupier within a reasonable period after the booking has expired.

4.8 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 Recreational Areas, Car Parking Area or any other area of possible danger or hazard to children.

5. Disturbance

5.1 Noise

"Noise" means:

Any sound, vibration or impact of any kind which, having regard to the applicable Australian Standard at the time, that is reasonably likely to interfere with the peaceful and quiet enjoyment of any occupier of any Lot or any users of the Common Property at any time of the day or night."

"Avoidable Noise" means:

Noise that, having regard to all of the circumstances, can reasonably be avoided.

"Unavoidable Noise" means:

Noise that, having regard to all of the circumstances, cannot be reasonably avoided having regard to accidents that may occur, work, maintenance or other exigencies that make such noise reasonably necessary for an occupier or the Body Corporate their servants agents or employees to create.

(a) An Occupier of a Lot must not create or permit any Avoidable Noise on a Lot or the Common Property. In particular, the Occupier of a Lot must not hold or permit to be held any social gathering in the Lot or the Common Property in which there shall occur any Noise.

(b) In the case of Unavoidable Noise save in an emergency an occupier and the Body Corporate their servants agents or employees must only make such noise between the hours of 8.00 am and 5.00 pm Monday to Saturday inclusive and then by all practical means to minimise annoyance to other Occupiers of Lots including closing all doors, windows and curtains of the Lot.

(c) The Occupier of a Lot must request guests leaving after 10.00pm to leave quietly and without Noise and quietness shall be observed when the Occupier of a Lot returns to the Scheme Land after 10.00pm and before 7.00am.

(d) No child shall be allowed by an Occupier to cry unattended within a Lot or in the Common Property and no child, servant or guest of an Occupier of a Lot shall be permitted to cause any Noise therein.

(e) Occupiers must not entertain guests on balconies or any part of the common property between the hours of 10.00 pm and 7.30 am and if entertaining within a Lot between those hours they must observe the provisions as to doors, windows and curtains of by-law 5.1(b).

5.2 Sounds

(a) All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause annoyance to any other Occupiers of a Lot.

(b) The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they must not be operated between the hours of 10.00pm and 8.00am in such a manner as to be audible at all to any other Occupier of a Lot.

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(c) The Occupier of a Lot must not permit any musical instrument to be practised or played upon or any avoidable noise to be made in the Lot between the hours of 10.00pm and 8.00am.

(d) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00am and 10.00pm. Practising during the same hours is permissible but not for longer than one hour at a time, or for a total of more than three hours in any day.

5.3 Floor coverings

An Occupier of a Lot must ensure that all floor space within the Lot 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 any other Occupier of a Lot.

5.4 Auction sales

(a) 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.

(b) This by-law does not apply to the Original Owner.

5.5. Smells and Odours

(a) An Occupier must take every available precaution to ensure that no smells or odours are caused in or through any part of the Common Property or another Lot;

(b) An Occupier must take every available precaution to ensure that no smells or odours are allowed to escape from the Occupier's Lot into the Common Property or another Lot;

(c) The term "every available precaution" in this by-law includes but is not limited to:

(i) keeping the entrance door to a Lot closed at all times when it is not being used to gain access to or egress from the Lot;

(ii) not cooking or doing anything within the Occupier's Lot that may cause smells or odours if there is any risk that the smells or odours will escape from that Occupier's Lot into the Common Property or another Lot.

(iii) keeping all windows and doors of the Occupier's Lot closed when cooking or doing anything within that Lot that might cause smells or odours in the Common Property or another Lot.

(iv) turning on the air conditioning system within a Lot when creating odours or smells.

(v) closing the external door to the garbage chute after depositing garbage in the chute.

6. Appearance of Lot

6.1 External Appearance of Lot

(a) The Occupier of a Lot must not, without the Body Corporate's written approval:

(i) make a change to the external appearance of the Lot;

(ii) 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; or

(iii) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

(b) By-laws 6.1(a)(i) and 6.1(a)(iii) do not apply to a Lot while it remains in the ownership of the Original Owner.

(c) 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 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.

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(d) If a Lot contains a landscaped area, the Occupier of that Lot is responsible for the maintenance and upkeep of the plants and must keep the plants in good condition. The Occupier must not change the landscaping of the Lot. Any plant growth must not extend beyond the boundaries of any Lot or interfere in the use and peaceful enjoyment of any other Lot.

(e) The Owner of a Lot must ensure that all balconies and terraces forming part of their Lot remain unenclosed in accordance with by-law 19.

6.2 Alterations to Lot

(a) An Occupier of a Lot must not, without the prior written consent of the Body Corporate, effect a structural alteration (including alterations to gas, water or electrical installations) to the interior of the Lot or to the Lot.

(b) An Occupier of a Lot must not, without the prior written consent of the Body Corporate (which may be granted or refused, or granted subject to conditions):

- (i) paint, repaint or carry out work to or alter the exterior of the Lot or to the Common Property;
- (ii) carry out any building or renovation work in or on a Lot save that this by-law and by-law 6.2(b)(iv) shall not apply to any decorative work to be carried out or any blinds to be installed both entirely within the walls and glass line of a lot that is not visible from the outside of the Lot and that does not change the outside appearance of a Lot.;
- (iii) erect outside wireless and television aerials or satellite receivers; or
- (iv) hang curtains, install blinds, shutters or awnings, or apply window tinting visible from the outside of the Lot,

(Work).

(c) Before deciding whether to give consent under by-laws 6.2(a) and 6.2(b), the Body Corporate may require plans and specifications of the proposed structural alteration or Work or any other particulars and information.

(d) Any structural alteration or Work carried out or erected in breach of this by-law may be removed with or without notice by the Body Corporate.

(e) All structural alteration or Work must be carried out strictly in accordance with the Body Corporate's approval under this by-law 6.2.

(f) This by-law 6.2 shall not apply to the Original Owner.

7. Garbage Disposal

(a) The Occupier of a Lot must keep a receptacle for garbage, recyclable material or waste in a clean and dry condition and adequately covered on the Lot.

(b) The Occupier of a Lot must:

- (i) ensure that garbage, recyclable material or waste:
 - (A) is placed in the appropriate receptacles in the Refuse Room or the Garbage Chute Area; or
 - (B) does not become trapped in the garbage chute;
- (ii) ensure that before garbage, recyclable material or waste is placed in the receptacles it is:
 - (A) in the case of refuse, securely wrapped;
 - (B) in the case of tins or other containers, completely drained; and
 - (C) in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
- (iii) promptly remove anything which the Occupier may spill on the Common Property or from the receptacles and must take such action as may be necessary to clean the area where that thing was spilt;
- (iv) comply with all local government local laws about disposal of garbage; and

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(v) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots.

(c) The Committee may regulate the use of and make rules with regard to the garbage chute to ensure that it is being used correctly.

(d) To remove doubt, all used or unused goods, furniture, plant and equipment which is no longer wanted by an owner or occupier is rubbish within the meaning of this by-law and must be disposed of as required by this by-law and must not be left within or on any part of the common property other than in the bins provided for rubbish.

8. Keeping of Animals

8.1 No animals

Subject to section 181 of the Act with respect to guide dogs, the Owner or Occupier of a Lot must not bring or keep any animal on the Scheme Land other than in accordance with this by-law.

8.2 Permitted animals

An Owner or Occupier may keep, without the consent of the Body Corporate:

- (a) fish in an enclosed aquarium;
- (b) one (1) caged bird;
- (c) one (1) dog (that is not an Excluded Dog); or
- (d) one (1) cat.

8.3 Consent

An Owner or Occupier must obtain the consent of the Body Corporate before that Owner or Occupier keeps on the Scheme Land:

- (a) any type of animal not mentioned in by-law 8.2; or
- (b) more than 1 dog (other than an Excluded Dog) or 1 cat at the same time.

8.4 Rules

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

- (a) must inform the Building Manager and provide details regarding the animal such as its breed, sex, age, weight etc;
- (b) must ensure that the animal is domesticated and is kept clean, quiet and controlled at all times;
- (c) must ensure that the animal is at all times kept within the confines of that Owner or Occupier's Lot;
- (d) must ensure the animal does not enter the Recreational Areas;
- (e) must ensure the animal is identified by an identification tag detailing the address and telephone number of the Owner or Occupier;
- (f) must ensure that, when in or on any other part of the Building or Common Property, the animal is accompanied by the Owner or Occupier and appropriately tethered;
- (g) must ensure that the animal complies with any rules imposed by the Building Manager;
- (h) is liable to the Owners and Occupiers and each other person lawfully on a Lot or the Common Property for:
 - (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) damage to or loss of property or injury to any person caused by the animal; and
- (i) is responsible for cleaning up after the animal (including all animal waste).

Title Reference

8.5 Removal of Animal

In the event that the Body Corporate receives three (3) substantiated complaints about breaches of this by-law, the Body Corporate has the right to direct the Owner or Occupier to remove the animal from the Scheme Land within seven (7) days after being notified.

8.6 Notice

(a) Without affecting the rights of the Body Corporate under the Act, or these by-laws, the Body Corporate may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.

(b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 8.6(a), will entitle the Body Corporate to require the immediate removal of the animal from the Building or the Common Property.

9. Maintenance

9.1 Maintenance of Lot

(a) Except 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:

(i) clean and free from vermin; and

(ii) so as not to be offensive in appearance to an Occupier of another Lot through the accumulation of excess rubbish or otherwise.

(b) If the Owner is in default of by-law 9.1(a) 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 9.1(a).

9.2 Windows, glass and doors

(a) 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:

(i) the Body Corporate resolves that it will keep the glass or specified part of the glass clean; or

(ii) that glass or part of the glass cannot be accessed by the Occupier of the Lot safely or at all.

(b) The Owner or Occupier of a Lot must promptly replace any glass that is broken or cracked with new glass of the same kind and weight.

(c) Without derogating from the provisions of by-law 15.1, 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 it 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 Scheme Land.

9.3 Water

The Occupier of a Lot must not waste water or allow or cause any water of any nature (other than rain water falling naturally) to escape from the Owner's Lot and must ensure that all water taps in the Lot are promptly turned off after use.

9.4 Utility Infrastructure and water apparatus

The Utility Infrastructure and water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those 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 resulting to the Utility Infrastructure, water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether caused by the actions of the Owner, the Occupier or their invitees.

9.5 Notice of defects

The Owner or Occupier of a Lot must give the Committee and the Building Manager prompt notice of any accident to or defect in the Utility Infrastructure or the Common Property which comes to its knowledge.

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9.6 Tradesmen

The Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

9.7 Storage

Empty bottles, boxes, used containers and similar items must be stored tidily and, with the exception of the storage areas within the basement of the Building, so far as possible, not visible from another Lot or the Common Property or from outside of the Scheme Land.

9.8 Clearance of post boxes

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

10. Storage of Flammable Liquids

(a) The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

(b) The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

(c) However, this by-law does not apply to the storage of fuel in:

(i) the fuel tank of a Vehicle or boat; or

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

11. Security

11.1 Lot to be secured

(a) The Occupier of a Lot must securely fasten all doors and windows to the Lot on all occasions when the Lot is left unoccupied.

(b) The Body Corporate, the Building Manager or any agents, contractors or employees authorised by them shall have the right to enter without committing trespass and fasten any doors or windows that are not securely fastened when the Lot is left unoccupied.

11.2 Security equipment

(a) All security equipment (if any) (which may include surveillance cameras) installed on Common Property at the discretion of the Body Corporate 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.

(b) 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 Occupier) shall remain the property of the Body Corporate and shall be repaired and maintained at the cost of the Body Corporate.

(c) 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 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.

(d) 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 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.

12. Infectious Diseases

If any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, occurs in any Lot, the Occupier of such Lot must give written notice and any other information which may be required by the

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Committee and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any other part of the Building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

13. Use of Lots

13.1 Purpose of use

(a) Subject to subparagraph (b) and any other 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.

(b) Nothing in subparagraph (a) shall prevent an Owner from performing private advisory work, office type work, study and clerical work from their Lot where such work does not require the attendance of employees or clients of the Owner on a frequent or daily basis.

13.2 Sales and advertising

(a) The Original Owner may, until it has sold all Lots in the 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.

(b) Notwithstanding by-law 6.1(a)(iii), the Building Manager is entitled to use a to-let placard in the Common Property outside its office to advertise available lots for lease in the Building.

13.3 Use as residence

(a) Subject to the provisions of by-laws 13.1(b) 13.5 and 18.2, 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.

(b) an Owner or Owner's agent must, with respect to a proposed tenant, before entering into a tenancy agreement with that tenant in respect of a Lot, obtain at least two references as to good character and financial responsibility and otherwise certify to the body corporate that they believe the proposed tenant to be of good character.

13.4 Use of Car Parking Area

An Occupier of a Lot may only use that part of the Lot in the Car Parking Area for car parking, storage and associated with the use and occupation of the Lot.

13.5 Storage Area

(a) The Owner or Occupier of a Lot must keep the storage area of the Lot in a tidy condition and must not litter the area or use it so as to create a nuisance.

(b) The Owner or Occupier of a Lot must obtain the prior written approval of the Body Corporate before installing or constructing any fencing, caging or similar structure in the storage area. For the avoidance of doubt, any improvements to the storage area in the form of fencing, caging or other structure will be undertaken at the cost of the Owner or Occupier of the Lot.

13.6 Insurance

(a) The Occupier of a Lot must not bring to, do or keep anything in the Lot which may void any insurance policy in respect of the Building, property or Scheme Land, increase the rate of fire insurance on the Building or any property on the Scheme Land or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the Building or any property on the Scheme Land.

(b) 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.

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13.7 Compliance with by-laws

- (a) 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.
- (b) No Owner of a Lot within the Scheme is authorised by the Body Corporate or the Building Manager nor are they competent to make allegations in writing or orally to a fellow Owner or person on the Common Property (CP) of an alleged breach of a by-law by that fellow Owner or person. To avoid doubt all complaints about non-adherence to a by-law or an alleged breach of a by-law (complaint):
- (i) shall in the first instance be made by an Owner (the complainant) to the Building Manager;
 - (ii) the Building Manager shall deal with the complaint as he/she thinks advisable including if need be reporting the complaint to the Body Corporate;
 - (iii) Should the complainant be dissatisfied with the manner in which the Building Manager addresses or deals with the complaint then the complainant may make the complaint in writing to the Body Corporate pursuant to S. 185(2) of the Act.
 - (iv) such written complaint must set out:
 - a. all details of the alleged non-adherence or breach,
 - b. the by-law or by-laws alleged to have been breached or with which there has been non-compliance;
 - c. the date on which the complaint was made to the Building Manager;
 - d. details of the Building Manager's alleged failure to deal adequately with the complaint; and
 - e. all the evidence to be relied upon by the complainant to establish such breach or non-adherence.
 - (v) upon receipt of the written complaint by the Body Corporate it shall forthwith refer the full text of the complaint to the Owner about whom the complaint is made (the respondent);
 - (vi) the respondent shall within 7 days of receipt of the complaint make a full response to the Body Corporate including if necessary any evidence upon which the respondent wishes to rely.
 - (vii) the Body Corporate shall then deal with and determine the complaint.

14. Fire Safety Procedures

- (a) The Occupier of a Lot must:
- (i) undertake any fire safety induction as and when required by the Committee; and
 - (ii) comply with all safety procedures approved by the Committee.
- (b) 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 15.2.

15. Body Corporate's Rights

15.1 Rights of entry

- (a) An Occupier of a Lot, upon receiving reasonable notice from the Body Corporate or Building Manager, must allow the Body Corporate or Building Manager 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.
- (b) If, in the reasonable opinion of the Body Corporate or Building Manager, there is a matter of sufficient emergency no such notice will be necessary prior to exercising the right of entry under by-law 15.1(a). 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 or Building Manager in exercising the powers under this by-law 15.1 must ensure that its agents, contractors and employees cause as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

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(c) Without derogating from the provisions of by-law 15.1(a), the Occupier of a Lot must, upon receiving reasonable notice from the Body Corporate or Building Manager, allow the Body Corporate or Building Manager 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 Building as contemplated in by-law 9.2(c).

(d) Without derogating from the provisions of by-law 15.1(a), the Occupier of a Lot must allow the Body Corporate or Building Manager 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 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):

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

15.2 Recovery of costs

(a) 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.

(b) 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:

- (i) if a deposit has been paid by an Occupier under by law 4.7(c), forfeiting all or an appropriate amount of the deposit; and
- (ii) 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.

(c) 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 2.5% per month or any part month as follows:

- (i) interest must be calculated daily from the due date up to and including the date the Body Corporate receives full payment; and
- (ii) failure by the Body Corporate to claim interest on arrears does not waive the Body Corporate's right to claim interest.

15.3 Removal from Common Property

The Body Corporate, the Building Manager or any agents, contractors or employees authorised by them will have the right to remove from the Common Property any Occupier or any agent, contractor or employee of an Occupier who fails to comply with by-laws 4.2, 4.3, 4.5, 4.6, 4.7, 4.8 or 5.1.

15.4 Rules and manuals

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

15.5 Compliance with Deeds

(a) 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.

(b) Each Owner must comply (and ensure that its Occupiers comply) with all requirements of the Deeds. Any costs arising directly or indirectly as a result of the 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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15.6 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.

16. Air Conditioning and Other Services

16.1 Air conditioning

(a) The Occupier of a Lot must not interfere with the air conditioning or mechanical ventilation equipment installed on the Common Property to service the Lots or Common Property (on the basis air conditioning units may be located on Common Property).

(b) The Owner or Occupier of a Lot must not install any air conditioning equipment on the outside of the Lot without the prior written consent of the Committee.

(c) Responsibility for the maintenance, repair and replacement of air conditioning equipment which services individual Lots is:

(i) Owner or Occupier:

(A) must maintain, repair and replace the air-conditioning equipment and any associated infrastructure for their Lot so that it remains in good working order and, for the avoidance of doubt, the Body Corporate is not responsible for any such maintenance, repair or replacement; and

(B) is responsible for the air-conditioning equipment and any associated infrastructure for their Lot in all respects including any loss or damage to or caused by the equipment or infrastructure. The Owner or Occupier must hold all appropriate insurances in respect of loss or damage to or caused by the equipment or infrastructure as the Body Corporate is not responsible for insuring the air-conditioning equipment or associated infrastructure.

(ii) Body Corporate must:

(A) keep the area in which the air-conditioning equipment is located generally in a clean and tidy condition (subject to the prevailing conditions if the equipment is located outdoors);

(B) allow access to the area during business hours to a licensed contractor of an Owner or Occupier upon at least two days' notice from the Owner or Occupier;

(C) maintain the relevant common property area generally but if any maintenance, repair or replacement is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner (or, at the Body Corporate's option, the Occupier) the cost of the maintenance, repair or replacement; and

(D) maintain Utility Infrastructure and other Body Corporate fixtures within the relevant Common Property area but if any maintenance, repair or replacement is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner (or, at the Body Corporate's option, the Occupier) the cost of the maintenance, repair or replacement.

16.2 Services

(a) To the extent permitted by law, if the Body Corporate is able to measure electricity, hot or cold water or chilled or condensed water or gas supplied to any Lot then the Body Corporate may, at its option, supply or cause to be supplied to each Lot such service and charge the Owner of each Lot the cost of such service together with any administration fee payable by the Body Corporate for the reading of meters or collecting such amounts.

(b) Such amounts are payable to the Body Corporate within 14 days of delivery of such account which shall be payable by the Owner (even if they were not the Owner at the time the service was supplied).

(c) If the amount due to the Body Corporate is not paid by the due date then the Body Corporate may in addition to its right under by-law 15.2, disconnect the supply to the relevant Lot.

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(d) The Body Corporate will not in any circumstances be responsible for any failure of supply due to breakdowns, repairs, maintenance, strikes, accidents or other cause.

(e) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner who is connected to the supply as a guarantee against the non-payment of accounts for the supply.

17. Utility Supply

(a) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

- (i) the supply of Utility Services for a Lot or the Common Property; and
- (ii) service infrastructure used in connection with the supply of Utility Services for a Lot or the Common Property, including, without limitation, agreements contemplated by the regulation module for the Scheme setting out the basis on which charges are made for supply of Utility Services and the recovery of the costs to the Body Corporate of supplying that service.

(b) If the Body Corporate enters into any agreements, contracts, licences, leases or other arrangements contemplated by by-law 17(a) or it owns, operates or maintains fittings and equipment or another system which is used to supply Utility Services to a Lot or the Common Property, it may recover any amounts incurred in supplying or facilitating the supply of the Utility Services when such amounts are due and payable, from any Owner under applicable accounts rendered and if an account is unpaid by the due date the Body Corporate may:

- (i) recover from an Owner any unpaid amount as a liquidated debt; and
- (ii) recover from an Owner interest on any unpaid account.

18. Management

18.1 Original Owner's rights

(a) The Original Owner, or its agent, is authorised to:

- (i) grant an occupation authority over parts of Common Property in the Scheme for storage for use by the Building Manager; and
- (ii) allocate a Lot to be used both for residential purposes and for the purposes of:
 - (A) the management and caretaking of the Common Property and Lots in the Scheme on behalf of the Owners of Lots;
 - (B) letting of Lots in the Scheme on behalf of the Owners of Lots; and
 - (C) 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:

- (i) make the allocation and grant the occupation authority authorised under by-law 18.1; and
- (ii) notify the Body Corporate in writing of the allocation.

(c) If an allocation is made under by-law 18.1 with respect to a Lot, the Owner of the Lot will occupy the Lot and use it as requested under by-law 18.1;

(d) While a Lot remains in the ownership of the Original Owner, the Original Owner may affix and display on the Lot or the Common Property such signs and advertisements as may be reasonably necessary for the sale of the Lot.

18.2 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 Land to the exclusion of all others provided that this provision does not restrict or in any way interfere with the rights of Lot Owners to engage their own letting agents and to allow such agents to enter the common property for the purpose of entering and managing the Owners Lot.

Title Reference

(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.

19. Development Approval Conditions

The Body Corporate and all Owners must maintain and not contravene the conditions of approval for the scheme issued by the Brisbane City Council and in particular:

- (a) all balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures as part of the conditions of the approval, other than where other conditions of the approval require privacy screens, sun-shading devices or similar and those consistent with the relevant Residential Design Code(s) in the Brisbane City Plan or clearly depicted on the approved drawings.
- (b) balconies are to maintain a minimum side boundary setback of three (3) metres.
- (c) the internal footpaths/pedestrian circulation routes, landscaping, driveway and car/vehicle turning area, as shown on the approved plans of layout, is to be included in common property and is not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or tenancy.
- (d) maintain parking on the site for 95 car spaces. These are to be dedicated to residents at a minimum rate of 1 per unit and a minimum of 8 car spaces are to be allocated as residential visitor spaces.
- (e) all visitor car parking spaces are to be clearly labelled as 'Visitor Parking', not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or commercial tenancy and remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure between the hours of 7.00am to 10.00pm for bona fide visitors. Ongoing access is to be provided for bona fide visitors to all visitor parking spaces through the use of managed intercom system at security gates between the hours of 10.00pm to 7.00am.
- (f) onsite car parking spaces within the building are to be maintained exclusively for the residential use of the development. Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public.
- (g) the residential roof terrace level (communal use areas) is limited to residential use only and shall not be used between 12 midnight to 7am.

20. External Blinds

To the extent the Owner or Owners of a Lot wish to install blinds external to the glass line on the balcony of a Lot but within that Lot then without derogating from the obligations in by law 19(a):

- (a) without requiring an Owner to do so, it is a matter for an Owner to seek whatever approvals may be necessary from the Brisbane City Council (BCC) to erect such blinds;
- (b) in the event that an Owner has not sought the approval of the BCC to installation of such blinds, then, if compliance with By Law 19(a) requires it, any blinds installed must be removed within 14 days of the Owner being required to do so by the BCC at the Owner's expense;
- (c) in the event an Owner does not comply with sub clause b. above the Body Corporate by its servants or agents is hereby authorised to enter the Owner's Lot and to have the blinds removed at the Owner's expense;
- (d) Such blinds are to be Greystone in colour as per the colour chart produced by Ozrite Blinds Capalaba Qld, or a similar colour offered by another blind supplier as approved by the Committee;
- (e) such blinds are to be installed as close as possible to the glass line on the balcony and in no event located more than 100 mm outside the external edge of the grey framing to that glass line."
- (f) that unless the Body Corporate otherwise consents, such blinds must be fitted with an automatic wind retraction device that ensures that the blinds automatically roll up in the case of wind speeds exceeding the designed wind speed tolerance of the blinds.

Title Reference

21. Awnings for Court Yard Lots

To the extent that Owners of ground floor Lots that have within them external courtyards wish to erect and install retractable shade awnings (awnings) over or in such court yards:

- (a) without requiring an Owner to do so, it is a matter for an Owner to seek whatever approvals may be necessary from the Brisbane City Council (BCC) to erect such awnings;
- (b) in the event that an Owner has not sought such approval, any such awnings installed must be removed within 14 days of being required to do so by the BCC at the Owner's expense if removal is required at any time by the BCC;
- (c) in the event an Owner does not comply with sub clause b. above the Body Corporate by its servants or agents is hereby authorised to enter the Owner's Lot and to have the awnings removed at the Owner's expense;
- (d) the colour of any metal framing or supports used in association with the awnings is to be Dulux Duratec Eternity Star Pearl;
- (e) The colour of the awnings is to be Greystone in colour as per the colour chart produced by Ozrite Blinds Capalaba Qld or a similar colour offered by another blind supplier as approved by the Committee;
- (f) the density of the weave of the awnings may be up that density which is sufficient to block out 95% of the sun's rays including UV rays;
- (g) provided always that such awnings do not amount to enclosure as prohibited by by-law 6.1(e), are fully contained within the Lot and attached to the under side of the balcony of the Lot above.

22. Security Screens

To the extent the Owner or Owners of a Lot wish to install security screens external to the glass line on the balcony of a Lot across glass doors but within that Lot then without derogating from the obligations in by law 19(a):

- (a) without requiring an Owner to do so, it is a matter for an Owner to seek whatever approvals may be necessary from the Brisbane City Council (BCC) to install such security screens;
- (b) in the event that an Owner has not sought the approval of the BCC to installation of such security screens, then, if compliance with By Law 19(a) requires it, any security screens installed must be removed within 14 days of the Owner being required to do so by the BCC at the Owner's expense;
- (c) in the event an Owner does not comply with sub clause b. above the Body Corporate by its servants or agents is hereby authorised to enter the Owner's Lot and to have the security screens removed at the Owner's expense;
- (d) Such security screens must have frames of the colour Dulex Duratec Eternity Star Pearl, or a similar colour as approved by the Committee, run in the tracks that form part of the standard door frames used in the construction of the building and in no case be located more than 100mm from the external glass line of a lot.

23. Storage Cages

Subject always to by-law 19.(d) to maintain a minimum number of 115 car parks on site any Owner of any Lot may carry out work within the allocated car parking area of the Lot to build or extend a chain wire storage cage, provided always, the width of the car park is a minimum of 2.4 meters, that the appearance of the cage shall accord with that of other storage cages in the allocated car parks of lots, the Lot Owners' motor vehicle or vehicles can be parked entirely within the Lot so as not to protrude into the common property and the work does not interfere with the operation of, or access to, building services.

24. Notices of Occupation

In this by-law:

Notice to the Building Manager is written notice by email to the email address of the Building Manager as displayed from time to time on the notice boards in the Building or a written notice placed in the Building Manager's letter box at the entrance of the Building;

Disability means disabilities as defined from time to time in the Building Fire Safety Act 1990 as disabilities for the purposes of that Act.

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Short Term Occupier means a tenant of a Lot who occupies that Lot for a term of less than 6 months.

Long Term Occupier means any occupier of a Lot in the Scheme who is not a Short Term Occupier.

(a) The occupier or occupiers of a Lot must notify the Secretary of the Body Corporate as to those people residing in the Lot and who are under a disability, and the nature of that disability. The Body Corporate may only use information provided pursuant to this by-law to provide to a fire service authority as required by legislation.

(b) Owners of Lots who let their lots to Long Term Occupiers must on each occasion an occupier enters into possession of their Lot, cause to be completed and provided to the Secretary a form of Notice of Occupation as approved by the Committee by ordinary resolution from time to time.

(c) Owners of Lots who let their lots to Short Term Occupiers must:

(i) Give Notice to the Building Manager that their lot is available for short term occupation by Short Term Occupiers.

(ii) Ensure that any Short Term Occupier or occupiers of their Lot is/are fully instructed in the fire safety arrangements applicable to the building and the building by-laws including providing them with a copy of the building evacuation plan and the building by-laws applicable to them when in occupation.

(iii) Purchase from the Building Manager and affix to the back of the entrance door to their Lot a copy of the formal fire evacuation plan applicable to the floor of the Building on which the Lot is located.

(iv) If any Short Term Occupier of their Lot is suffering from a disability, give Notice to the Building Manager of the number of such disabled people and the nature of the disability.

(v) Fit any key safe that they may wish to use in conjunction with such letting in the manner and place as provided in any current resolution of the Body Corporate relating to the affixing of key safes and not otherwise.

(vi) Require a Short Term Occupier, before taking up occupancy in the building, to complete such form or forms as the Body Corporate might require from time to time relating to compliance with fire safety requirements and the by-laws.

(vii) Authorise the Body Corporate to refuse access to and/or remove from the building any Short Term Occupiers who will not or have not completed the form referred to in (vi) above and/or fail to comply with either the fire safety requirements set out above or the building by-laws.

25. Owners' Communication with the Committee

(a) Owners and occupiers must communicate with the Committee in a reasonable manner and not in any way that may become an annoyance or a nuisance to any Committee member.

(b) All communications to the Committee must deal with 1 subject only and not be defamatory, repetitive or prolix.

(c) In the event that 75% of the Committee members present (by proxy or otherwise) at a duly appointed committee meeting resolve that an owner, by reason of frequency of, repetitiveness in, and prolixity of, communications with the Committee is an annoyance and a nuisance the Committee may by notice in writing to that owner direct that all communications to the Committee must be made by pre-paid post to the postal address of the office of the Administration Manager of the Body Corporate from time to time and no communication shall be made to the Committee by email.

(d) The committee need not respond to, nor deal with any communication that is in breach of parts (a) or (b) or, in the event that it applies, part (c) of this by-law.

(e) If any owner or occupier wishes, in any communication with the Committee, to refer to or rely upon a statement or opinion of an expert or other person of reputed experience in any field (Expert) that owner or occupier must:

(i) Identify the name of the Expert;

(ii) Provide a written report by the Expert which must contain:

(A) the Expert's qualification or experience;

Title Reference

- (B) the facts relied upon by the Expert to form his/her opinion;
- (C) a statement of the opinion;
- (D) a statement that the opinion is genuinely held; and
- (E) the signature of the Expert.

(f) The Committee need not give any weight to, nor need it act upon, any communication containing any opinion offered to it in a communication that is not an Expert's opinion and that does not comply with the requirements as to Experts' opinions in part 4 of this by-law.

(g) Should any owner move a motion proposing an amendment to this CMS, such motion shall be accompanied by a certificate provided by the Body Corporate's usual lawyers as to the validity of the proposed by-law and at the expense of the owner proposing the by-law.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

- (a) Sections 66(2)(a) and (b) of the Act are not applicable.
- (b) All of the lots and common property will be affected by the following statutory easements for:
 - (i) support (section 115N of the Land Title Act ("LTA"));
 - (ii) easements in favour of lots for utility services and utility infrastructure (sections 115) and 115P of the LTA);
 - (iii) easements in favour of common property for utility services and utility infrastructure (sections 115O and 115P of the LTA);
 - (iv) shelter (section 115Q of the LTA);
 - (v) easements for projections (section 115R of the LTA); and
 - (vi) easements for maintenance or replacement of a building on or close to the boundary of a lot (section 115S of the LTA).
- (c) Pursuant to section 66(1)(d) of the Act, a Services Location Diagram is attached in Annexure A.

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

Nil

ANNEXURE A SERVICES LOCATION DIAGRAM