

Ashford Principal community titles scheme 54387

SCHEDULE C BY-LAWS

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) terms not defined in this Schedule C but defined in Schedule B of this CMS have the meanings given to them in Schedule B.
- (c) headings are for guidance only and are not to be used as an aid in interpretation.
- (d) plurals include the singular and singular include the plural.
- (e) reference to either gender includes a reference to the other gender.
- (f) reference to the whole includes any part of the whole.
- (g) reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (h) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (i) use of the word **including** and any similar expression is not used as a word of limitation.
- (j) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (k) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down, it is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.
- (l) To the extent of any inconsistency between the By-Laws of the Principal Scheme in this CMS and the by-laws of a Subsidiary Scheme, the By-Laws in this CMS of the Principal Scheme will prevail.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Principal Scheme or if the context requires, a Subsidiary Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and, if appropriate, includes the Regulation Module applying to the Principal Scheme.
- (c) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;
 - (iii) this CMS; or

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- (iv) any registered covenant or easement over the Principal Common Property.
- (d) **By-Laws** means these by-laws.
- (e) **CMS** means community management statement.
- (f) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (g) **CTS** means community titles scheme.
- (h) **Developer** means the Original Owner and any Development Lot Owner.
- (i) **Development Lot Owner** means the owner of any Development Lot (contemplated under Schedule B).
- (j) **Display** means a lot used to promote sales.
- (k) **Invitee** includes a tenant, guest, servant, employee, agent, family member, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (l) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (m) **Lot** means a lot included in the Principal Scheme, including for avoidance of doubt, any Subsidiary Scheme, and includes, where the context requires, all improvements constructed on or within a lot and any areas of Principal Common Property attaching to a lot under an exclusive use by-law allocation.
- (n) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (o) **Manager** means a person who is any of;
 - (i) Principal Service Contractor;
 - (ii) Subsidiary Letting Agent; or
 - (iii) Subsidiary Service Contractor.
- (p) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (q) **Occupier** means;
 - (i) each Owner; and
 - (ii) any occupier of a Subsidiary Residential Lot and includes:
 - (A) a mortgagee in possession of a Subsidiary Residential Lot;
 - (B) a tenant, lessee (registered or otherwise) or licensee of a Subsidiary Residential Lot; and

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- (C) an occupier of a part of a Subsidiary Residential Lot.
- (r) **Original Owner** means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207 (**Mirvac**) or any other party nominated in writing to the Body Corporate by Mirvac.
- (s) **Original Owner's Land Improvements** means any of the following improvements made by the Original Owner to any lots included in the Ashford Land community titles scheme 54388 (installation of);
- (i) lighting;
 - (ii) fencing;
 - (iii) landscaping;
 - (iv) retaining walls;
 - (v) structural hardstands; and
 - (vi) any other element in the nature of the above.
- (t) **Owner** means:
- (i) in respect of a Subsidiary Residential Lot, owner has the meaning defined by the BCCM Act; and
 - (ii) in respect of Subsidiary Schemes, the body Corporate of the Subsidiary Scheme; and
 - (iii) the owner of any Development Lot,
- and includes the successors in title and assigns of those parties.
- (u) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Development, for example, farm animals, snakes or wildlife.
- (v) **Principal Body Corporate** means the body corporate for the Principal Scheme.
- (w) **Principal CMS** means this CMS for the Principal Scheme as amended from time to time.
- (x) **Principal Common Property** means common property of the Principal Scheme.
- (y) **Principal Scheme** means the ***Ashford Principal CTS 54387***.
- (z) **Principal Service Contractor** means the person appointed by the Principal Body Corporate from time to time as service contractor in relation to keeping the Principal Common Property maintained and in good order and repair.
- (aa) **Scheme Land** means all the land included in the Principal Scheme from time to time.
- (bb) **Speed Limit** means 40 kilometres per hour or such other speed nominated by the Principal Body Corporate from time to time.
- (cc) **Subsidiary Common Property** means common property of a Subsidiary Scheme.
- (dd) **Subsidiary Letting Agent** means a party who from time to time holds an authorisation to act as a letting agent for a Subsidiary Scheme.

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- (ee) **Subsidiary Scheme** means a community titles scheme that is a subsidiary scheme of the Principal Scheme.
- (ff) **Subsidiary Service Contractor** means a person appointed by a Subsidiary Body Corporate from time to time as service contractor in relation to keeping the Subsidiary Common Property of the relevant Subsidiary Scheme maintained and in good order and repair.
- (gg) **Subsidiary Residential Lot** means a lot included in a Subsidiary Scheme and includes all improvements constructed on or within the lot and any areas of Subsidiary Common Property or body corporate assets attaching to the lot under an exclusive use By-Law.

3. Observance of By-Laws and peaceful enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Subsidiary Residential Lot is the subject of an occupancy right in favour of a third party must take reasonable steps to ensure that the occupant and their Invitees comply with and observe these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of their Subsidiary Residential Lot.

4. Rules relating to Principal Common Property

- 4.1 The Principal Body Corporate may, from time to time, make, amend, delete or add to rules relating to the Principal Common Property or Principal Body Corporate assets including in relation to the use of any improvements on or facilities within the Principal Common Property providing those rules are not inconsistent with these By-Laws and until they are disallowed or revoked by the Principal Body Corporate in general meeting.
- 4.2 Occupiers must comply with any rules relating to the Principal Common Property or Principal Body Corporate assets made under this By-law.

5. Instructions to contractors etc

Occupiers must not instruct any contractors or workmen employed by the Principal Body Corporate unless authorised in writing by the Principal Body Corporate.

6. Notices to be observed

Occupiers must observe the terms of any Notice displayed in the Principal Common Property by authority of the Principal Body Corporate or any Authority.

7. Vehicles

- 7.1 An Owner or Occupier must not, without the Principal Body Corporate's written approval:
 - (a) park a vehicle or allow a vehicle to stand on the Principal Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Principal Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
- 7.2 An Owner or Occupier must not permit any caravan, campervan, mobile home, boat, trailer or other recreational vehicle upon the Principal Common Property.

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- 7.3 An approval under By-law 7.1, with the exception of designated visitor parking:
- (a) must state the period for which it is given;
 - (b) may be revoked by giving 7 days written notice to the Owner or Occupier;
- 7.4 The Principal Body Corporate may, by lawful means, remove, at the expense of the vehicle's owner, vehicles parked illegally on Principal Common Property.
- 7.5 Vehicles parked within the Principal Scheme or any Subsidiary Scheme must be kept clean and in a roadworthy condition.
- 7.6 Without limiting By-law 7.1, an owner or Occupier must not park a vehicle:
- (a) on any road verge which is Common property unless it is a designated parking area; or
 - (b) on a private driveway in a manner so that the vehicle overhangs Common Property.

8. Use of Subsidiary Residential Lots

8.1 Subject to these By-Laws (including the rights of any Manager), Subsidiary Residential Lots must be used only for residential purposes.

8.2 Notwithstanding By-Law 8.1, a Manager may use any Subsidiary Residential Lot:

- (a) for the purposes of the operation of a sales or letting agent business (for Subsidiary Residential Lots); or
- (b) for the purposes of performing caretaking service contractors duties,

for the Principal Scheme or any Subsidiary Scheme providing, as the case may be, the Manager has been duly engaged or authorised by the Principal Body Corporate or the relevant Subsidiary Body Corporate. The Manager must not operate a sales or letting business from a Subsidiary Residential Lot in respect of Subsidiary Residential Lots included in a Subsidiary Scheme unless the Manager is the Subsidiary Letting Agent for that Subsidiary Scheme (if that Subsidiary Scheme has authorised a letting agent).

8.3 Subsidiary Residential Lots must not be used:

- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers;
- (b) for any illegal or immoral purpose that will interfere with the good reputation of the Principal Scheme or a Subsidiary Scheme; or
- (c) for any purpose that may endanger the safety of others residing within the Principal Scheme or a Subsidiary Scheme.

8.4 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Subsidiary Residential Lot and may receive visitors for that purpose providing the:

- (a) use does not conflict with the rights of any Manager under these By-Laws or as otherwise appointed by the Principal Body Corporate or a Subsidiary Body Corporate;
- (b) use is lawful and all necessary permits and insurances for the use are held;
- (c) use does not unreasonably interfere with the amenity of other Occupiers; and
- (d) Occupier obeys the reasonable directions and requirements of the Principal Body Corporate.

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8.5 Occupiers must not, without the written permission of the Principal Body Corporate, store a flammable substance within Subsidiary Residential Lots unless the substance is used or intended to be used for domestic purposes.

8.6 Owners must not permit any auction sale to be conducted or to take place within their Subsidiary Residential Lot.

9. Maintenance of Subsidiary Residential Lots

Occupiers must:

- (a) maintain and repair;
- (b) keep clean;
- (c) maintain and manicure gardens and lawns;
- (d) prevent the excessive growth of grass and other vegetation,

in respect of their Subsidiary Residential Lot, in keeping with the standard and uniformity of the Principal Scheme and relevant Subsidiary Scheme, and so that the Lot is not unsightly or offensive in appearance to other Occupiers.

10. Works to Subsidiary Residential Lots

10.1 Subject to By-Law 10.2, an Occupier must not, in any way, carry out works to:

- (a) a Subsidiary Residential Lot, or
 - (b) in the case of a Subsidiary Residential Lot which is a standard format lot, any improvements constructed on the lot,
- without the prior approval in writing of the Principal Body Corporate.

10.2 No approval of the Principal Body Corporate is necessary in respect of:

- (a) routine garden maintenance;
- (b) routine maintenance of the internal areas of a Subsidiary Residential Lot (including the internal areas of any improvements constructed on a standard format lot) such as associated with utility supply;
- (c) works to the internal areas of a Subsidiary Residential Lot (including the internal areas of any improvements constructed on a standard format lot) in the nature of painting of internal walls and replacement of finishes, providing that the colours and finishes which are externally visible are in keeping with the colours and finishes used in the Principal Scheme and the relevant Subsidiary Scheme generally.

10.3 An Owner must, in respect of any works to a Subsidiary Residential Lot (including the internal areas of any improvements constructed on a standard format lot):

- (a) submit detailed plans and specifications and any other details required by the Principal Body Corporate in respect of any proposed works for which the owner seeks the approval of the Principal Body Corporate; and
- (b) ensure compliance with, any housing covenants & design guidelines which may have applied to the relevant Subsidiary Residential Lot at the time it was first developed by the Original Owner.

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10.4 The Principal Body Corporate:

- (a) must, in considering a request for approval of works under this By-law, have regard to, and endeavour to ensure compliance with, any housing covenants & design guidelines which may have applied to the relevant Subsidiary Residential Lot at the time it was first developed or sold by the Original Owner; and
- (b) must, subject to the provisions of this By-law, not unreasonably withhold its approval to works, and may give its approval subject to reasonable conditions.

10.5 Any approval given by the Principal Body Corporate to an alteration is conditional upon the Owner first obtaining all necessary Council approvals to the works.

11. Original Owner's Land Improvements

11.1 The Owners of the relevant Subsidiary Residential Lots must;

- (a) at all times maintain the Original Owner's Land Improvements situated on their Lots, fair, wear and tear excepted; and
- (b) not interfere with, alter or remove the Original Owner's Land Improvements situated on their Lots without the prior written approval of the Body Corporate.

12. Appearance of Subsidiary Residential Lots

12.1 The purpose of this By-Law is to ensure that the Principal Scheme and the Subsidiary Schemes remain at all times:

- (a) visually uniform and tidy in appearance; and
- (b) having garden areas and plants which are compatible and conform with the landscaping of the Principal Scheme and Subsidiary Schemes generally.

12.2 Unless approved in writing by the Principal Body Corporate, an Occupier must not:

- (a) hang any washing, bedding or other articles;
- (b) display any sign, banner, advertisement or similar articles;
- (c) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Principal Body Corporate;
- (d) use any part of a Subsidiary Residential Lot for storage;
- (e) keep any oversized plants (as determined in the opinion of the Principal Body Corporate); and
- (f) install any aerials, receivers, solar panels or the like,

if it is unsightly from outside of the Subsidiary Residential Lot.

12.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of their Subsidiary Residential Lot unless it is in compliance with any pre-approved specifications or otherwise first approved in writing by the Principal Body Corporate. The Principal Body Corporate must have regard to the purpose of this By-Law in giving any approval.

12.4 Occupiers must regularly clear the post box for their Subsidiary Residential Lot.

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- 12.5 An Occupier of a Subsidiary Residential Lot which includes any garden area, landscaped area or feature plants must maintain that area or plants:
- (a) to a high standard;
 - (b) in keeping with the standard of the maintenance of Common Property gardens and plants by the Body Corporate; and
 - (c) so as to achieve the purpose of this By-Law.
- 12.6 An Occupier of a Subsidiary Residential Lot must maintain any external sliding screen on any doorway of their Subsidiary Residential Lot so as to achieve the purposes of this By-Law.

13. Behaviour of Occupiers

- 13.1 All persons within the Principal Scheme and any Subsidiary Scheme;
- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of others;
 - (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
 - (c) when leaving or entering after 11.00 pm, must do so quietly; and
 - (d) unless within the privacy of a Subsidiary Residential Lot, must be appropriately dressed.

14. Insurance

Occupiers must not bring on to, do or keep any thing in or on their Subsidiary Residential Lots which may:

- (a) increase the rate of insurance of the Principal Scheme or a Subsidiary Scheme; or
- (b) conflict with:
 - (i) the laws relating to fires;
 - (ii) the terms of any insurance policy for the Principal Scheme or a Subsidiary Scheme; or
 - (iii) the regulations of any public authority.

15. Garbage disposal

- 15.1 Garbage must:
- (a) be kept in a clean and dry garbage receptacle within a Subsidiary Residential Lot or on Subsidiary Common Property areas designated for keeping garbage;
 - (b) be disposed of in a manner that will not adversely affect the health, hygiene or comfort of other others; and
 - (c) not be deposited on the Principal Common Property.
- 15.2 Occupiers must not put any rubbish, dirt or other offensive material on the Principal Common Property or any Subsidiary Common Property and must directly dispose of any rubbish generated within or located within that Occupier's Subsidiary Residential Lot.

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- 15.3 The Principal Body Corporate may:
- (a) clear away all rubbish, dirt or other material located on the Principal Common Property or within a Subsidiary Residential Lot; and
 - (b) repair any damage caused to the Principal Common Property, a Subsidiary Residential Lot by any rubbish, dirt or other material.
- 15.4 The Principal Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers. If required, any such system must be first approved by the relevant Authority waste services division.
- 15.5 The Principal Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.
- 15.6 Unless a service contractor is otherwise engaged to perform the function, any waste bins left for collection must be removed by the relevant Occupant whose waste bin it is from the Common Property or the road verge within 24 hours of collection.

16. Keeping of Pets

- 16.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:
- (a) Pets must wear an identification tag, tattoo or microchip;
 - (b) if required by law to be licensed or registered, Pets are licensed or registered;
 - (c) clean and remove any mess left on Principal Common Property or Subsidiary Common Property by any Pet under their control;
 - (d) ensure that Pets are appropriately restrained while on Principal Common Property or Subsidiary Common Property;
 - (e) ensure Pets are at all times kept clean, quiet, controlled and within their Subsidiary Residential Lot;
 - (f) Pets are not allowed in the recreation areas; and
 - (g) a maximum of 2 Pets are permitted within a Subsidiary Residential Lot at any time unless otherwise approved by the Body Corporate.
- 16.2 If an Occupier fails to comply with the conditions in By-law 16.1, the Occupier must remove a Pet from the Principal Scheme or a Subsidiary Scheme if directed by the Principal Body Corporate.
- 16.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Development.
- 16.4 Animals which are not Pets may not be kept within the Principal Scheme.

17. Broadband Infrastructure

- 17.1 The Principal Body Corporate acknowledges that:
- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Principal Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and

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- (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.
- 17.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Principal Scheme the Principal Body Corporate grants a licence to NBN Co Limited for:
- (a) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
- (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).
- 17.3 The Principal Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the *Telecommunications Act* and any associated instruments (**Schedule 3**), they waive and agree to waive;
- (a) their rights to be given notice in relation to any activity to be undertaken within the Principal Scheme or any areas ancillary to the Principal Scheme which is authorised under Schedule 3; and
- (b) any right they may have to object to those activities.
- 17.4 The Principal Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to NBN Co Limited.
- 17.5 Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Principal Scheme to be part of the National Broadband Network.
- 18. Various matters concerning Principal Common Property**
- 18.1 Washing of vehicles must only occur in designated areas.
- 18.2 The Speed Limit must not be exceeded while driving any vehicle on the Principal Common Property or Subsidiary Common Property.
- 18.3 Occupiers must not:
- (a) interfere with the lawful use of the Principal Common Property;
- (b) interfere with the use of access ways or any easement giving access to or through the Principal Common Property;
- (c) use Principal Common Property facilities for any purpose for which they were not intended for use;
- (d) alter, operate, damage or in any way deface any structure that forms part of the Principal Common Property or any Principal Body Corporate asset without the prior written consent of the Principal Body Corporate; or
- (e) smoke cigarettes or any other substance whilst on the Principal Common Property is the residents club area.
- 18.4 Occupiers must give Notice to the Principal Body Corporate of any accident which occurs or arises out of or relates to Principal Common Property.
- 18.5 No auction sales are to be conducted upon the Principal Common Property without the prior written permission of the Principal Body Corporate.

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19. Lot utility infrastructure located on Principal Common Property

- 19.1 Lot Utility Infrastructure may, subject to consent of the Principal Body Corporate, be located on Principal Common Property. No consent is required for Lot Utility Infrastructure which is installed by a Developer.
- 19.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of; and
 - (b) any loss or damage to,

Lot Utility Infrastructure.
- 19.3 The Principal Body Corporate must allow access to service contractor of Owners to the area of Principal Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

20. Empowering By-Law

- 20.1 The Principal Body Corporate may supply, or engage another person to supply, utility services and other services for the benefit of Owners and Occupiers, if the services consist of 1 or more of the following:
- (a) maintenance services including, for example, cleaning, repairing, painting, pest prevention or extermination or mowing;
 - (b) communication services including, for example, the installation and supply of telephone, intercom, computer, data or television; and
 - (c) domestic services including, for example, electricity, gas, water, garbage removal, air conditioning or heating.
- 20.2 The Principal Body Corporate may, by agreement with a person for whom services are supplied, charge for the services (including for the installation of, and the maintenance and other operating costs associated with, utility infrastructure for the services), but only to the extent necessary for reimbursing the Principal Body Corporate for supplying the services.
- 20.3 In acting under this Empowering By-Law, the Principal Body Corporate must, to the greatest practicable extent, ensure the total cost to the Principal Body Corporate (other than body corporate administration costs) for supplying a service, including the cost of a commercial service, and the cost of purchasing, operating, maintaining and replacing any equipment, is recovered from the users of the service.
- 20.4 Nothing in this Empowering By-Law limits the powers or obligations of the Principal Body Corporate in relation to services under the BCCM Act or the relevant regulation module.

21. Security system for access to facilities in the Principal Common Property

- 21.1 The Principal Body Corporate may provide a security key and access control system regulating access to facilities in the Principal Common Property (**Security System**).
- 21.2 The following rules apply to any Security System:
- (a) the Principal Body Corporate must supply keys or access control devices (**Access Devices**) to each Owner;
 - (b) the Principal Body Corporate need not supply any additional or replacement Access Devices unless the individual owner pays the costs of those keys;
 - (c) the Principal Body Corporate must be notified of any lost Access Devices as soon as possible;

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- (d) the Principal Body Corporate may cancel Access Devices that are reasonably believed to be lost;
- (e) each Occupant must comply with the Security System, including closing doors and gates; and
- (f) Occupants must not do anything that may compromise the operation of the Security System.

21.3 The Principal Body Corporate may also provide Access Devices to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

22. Rights of caretaker and letting agent

22.1 While there is a Principal Service Contractor that service contractor may provide its caretaking services to the Principal Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.

22.2 Any Principal Service Contractor may affix and display on the Principal Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

22.3 Whilst there is a Principal Service Contractor, the Principal Body Corporate will not:

- (a) directly or indirectly provide any of the services for which the Principal Service Contractor is engaged is authorised;
- (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on or may be carried on by the Principal Service Contractor;
- (c) enter into with any other person an agreement, authority or appointment which is similar to the agreements with the Principal Service Contractor; and
- (d) make any part of the Principal Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the agreements with the Principal Service Contractor.

23. Lease or licence of Principal Common Property

The Original Owner may by notice to the Principal Body Corporate direct the Principal Body Corporate to grant a lease or licence over areas of Principal Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Principal Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Principal Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment; or
- (b) a licence to a coffee shop operator in respect of any Principal Common Property; or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

24. Display and promotional functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Subsidiary Residential Lot to be used, for the purposes of a Display;

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- (b) erect or permit signage to be erected within the Principal Scheme or a Subsidiary Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Principal Common Property and Subsidiary Common Property (but must minimise the disturbance to Occupiers in doing so).

25. Carrying out of Development

25.1 A Developer may, at any time, to facilitate the further carrying out of the development of the Principal Scheme, enter upon the Principal Common Property (without the consent of the Principal Body Corporate) or Subsidiary Common Property (without the consent of the Subsidiary Body Corporate) to undertake works on, to or within those areas of any kind, including, without limitation:

- (a) excavation and general earthworks;
- (b) construction of improvements generally;
- (c) construction of new Principal Common Property or Subsidiary Common Property;
- (d) construction on existing Principal Common Property or Subsidiary Common Property of improvements and facilities and modification of existing Principal Common Property or Subsidiary Common Property including construction considered necessary by the Developer to establish utility infrastructure and utility services and connections thereto;
- (e) construction of areas to be dedicated to Council or other Authorities such as roads or parklands or satisfy the conditions of any approvals;
- (f) construction of and connection to services and infrastructure whether public or private including, without limitation, sewerage, gas, water, stormwater, electricity, telephone, fibre optics, communication services and infrastructure and connections thereto; and
- (g) changes and modifications to and completion of any of the above as required for the carrying out of the Development or completion of the Principal Scheme or any Subsidiary Scheme.

25.2 Without limiting the rights of the Developer under By-law 25.1, a Developer may, without the consent of the Principal Body Corporate or the Subsidiary Body Corporate:

- (a) temporarily close off portions of the Principal Common Property or Subsidiary Common Property (including for extended periods of time) to enable works to be carried out or otherwise for safety purposes;
- (b) gain access at any time over the Principal Common Property or Subsidiary Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (c) carry out works and modification to the Principal Common Property or Subsidiary Common Property as determined by the Developer as necessary to carry out the Development or complete the Principal Scheme or any Subsidiary Scheme;
- (d) damage the Principal Common Property or Subsidiary Common Property for the purpose of carrying out the Development or completion of the Principal Scheme or any Subsidiary Scheme including excavation and earth works;
- (e) use Principal Common Property, Subsidiary Common Property and improvements thereon for support, both temporary and permanent;
- (f) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Principal Common Property or Subsidiary Common Property;

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- (g) build improvements, temporary and permanent, on Principal Common Property or Subsidiary Common Property; and
- (h) install and keep signage on the Principal Common Property and Subsidiary Common Property.

25.3 The Developer may exercise its rights in the company of or through its builders, contractors, agents, employees and other authorised parties.

25.4 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of the Developer (and others authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

25.5 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of any Developer (and others authorised by it). In particular, they must comply with safety directions and any altered traffic (vehicle and pedestrian) flow directions.

25.6 The Principal Body Corporate, any Owners and Occupiers must, without limitation:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Principal Body Corporate required to be passed without dissent to enable and facilitate);
- (e) grant exclusive use rights, special privilege rights, access licences and other rights as required by a Developer to enable and facilitate; and
- (f) sign all consents, survey plans and documents including new community management statements, building management statements, transfers, survey plans, easements, surrenders of easements, as required by a Developer to enable and facilitate,

the further carrying out of the development of the Principal Scheme and any Subsidiary Scheme.

25.7 The rights of a Developer under this By-Law apply notwithstanding any inconsistency with any other By-Law, including the application of any By-Law in respect of any Development Lot (as defined in Schedule B). For example, By-Laws regarding alteration to Subsidiary Residential Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Development Lots.

26. COUNCIL MANDATED CONDITIONS

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Principal Scheme. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. We direct the attention of the Buyer to the Contract Terms in this regard.

Stormwater

CONDITION	
124	Stormwater Quality (MCU)

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CONDITION	
	<p>Manage stormwater quality in accordance with this condition.</p> <p>124(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>124(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>124(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: Manufacturers that have approved devices by Brisbane City Council will be able to provide evidence of Council approval for use.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW).</p> <p>124(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: To be maintained.</p>
183	<i>Clause repeated as in 124 above</i>
240	Stormwater Quality (MCU)

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CONDITION	
	<p>Manage stormwater quality in accordance with this condition.</p> <p>Manage stormwater quality to the proposed bio-basin and the new wetland to ensure the design is in accordance with the approved Stormwater Operation Works Plans and the hydraulics requirements of the bio-basin and wetland, to achieve the intended purpose of the bio-basin and the new wetland.</p> <p>240(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>240(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p> <p>Note: This condition does not require any further approval from Council.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), and then to be maintained.</p> <p>240(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>Note: Manufacturers that have approved devices by Brisbane City Council will be able to provide evidence of Council approval for use.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW).</p> <p>240(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p> <p>Timing: To be maintained.</p>
304	<i>Clause repeated as in 124 above</i>

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CONDITION	
372	<i>Clause repeated as in 124 above</i>
441	<i>Clause repeated as in 124 above</i>

Balconies

CONDITION	
273	<p>Balconies/Verandahs/Terraces</p> <p>No balconies/verandahs/terraces may be enclosed with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening unless these features are clearly shown on the APPROVED DRAWINGS AND DOCUMENTS.</p> <p>Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.</p>
340	<i>Clause repeated as in 273 above</i>
408	<i>Clause repeated as in 273 above</i>

Fire Mains

CONDITION	
48	<p>Construct Private Internal Fire Main and Hydrant(s)</p> <p>Construct private internal water mains with fire hydrants to serve the development where any point of a possible building envelope is or will be more than 80 metres (when the distance is measured around the perimeter of the building envelope) from a Qld Urban Utilities (QUU) hydrant.</p> <p>The main is to be designed and constructed in accordance with the current version of the '<i>Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots</i>' (GuRCIL) by the Queensland Fire and Emergency Services and the relevant Brisbane Planning Scheme Codes.</p> <p>Where the unassisted water supply cannot meet the flow & pressure requirements of the GuRCIL, the design & installation of a Fire Hydrant System is to be in accordance with the current version of AS2419.</p> <p>Accessible hardstand is to be provided for emergency vehicles within 20m of a fire hydrant(s) and the design and installation is to satisfy the requirements for feed hydrants of the current version of GuRCIL. Where emergency vehicles cannot be located within 20m of a fire hydrant(s), the design & installation of the Fire Hydrant System is to be in accordance with the current version of AS2419.</p> <p>The private main shall be supplied from a Queensland Urban Utilities (QUU) water service and meter. This water service requirement is to be included in the development's Water Approval.</p> <p>48(a) Access and Ownership of main</p> <p>The hydrants must be located to allow 24 hour access for emergency and maintenance</p>

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CONDITION	
	<p>vehicles.</p> <p>Ownership and maintenance responsibility for the private main and hydrant(s) must exist and remain with a single legal entity, which represents the owner(s) of any property served by the private main and hydrant(s). This legal entity is to be to the satisfaction of QUU for billing purposes and is to be a requirement of the development's Water Approval. This legal entity must remain in place for the life of the development, be responsible for the cost of water consumption charges at the QUU boundary meter, and be responsible for maintaining the private main and hydrant(s), for the life of the development. The responsibilities of the legal entity must remain in effect on transfer of the property title.</p> <p>Timing: at all times.</p> <p>48(b) Submit Hydraulic Plan</p> <p>Submit detailed hydraulics plans showing the design of the work and obtain a Compliance Permit for regulated work (Plumbing and Drainage Installation) under the <i>Plumbing and Drainage Act 2002</i> from the Manager, Plumbing Services Group.</p> <p>Timing: Prior to site/operational/building work commencing.</p> <p>48(c) Implement Approved Plans</p> <p>Construct the works in accordance with the approved hydraulics plan. Obtain a Compliance Certificate for the constructed works from the Manager, Plumbing Services Group.</p> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).</p> <p>48(d) Submit Documentation</p> <p>Submit the following documentation to Development Services:</p> <ul style="list-style-type: none"> - Submit a copy of the Compliance Certificate from the Manager, Plumbing Services Group - Submit a copy of the QUU Connection Certificate, indicating all requirements of the development's Water Approval have been satisfied. - Submit an undertaking that future and potential property owners will be advised of the private fire fighting infrastructure, who owns that infrastructure and the maintenance responsibilities for the infrastructure. <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).</p> <p>48(e) Notify Future Owners</p> <p>The developer must notify all future and potential property owners of the private fire main and hydrants, and ownership responsibilities for the private fire main and fire hydrant.</p> <p>Timing: To be maintained.</p>
129	<i>Clause repeated as in 48 above</i>
188	<i>Clause repeated as in 48 above</i>

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CONDITION	
309	<i>Clause repeated as in 48 above</i>
446	<i>Clause repeated as in 48 above</i>
502	<i>Clause repeated as in 48 above</i>

Environmental Protection Zone

CONDITION	
101	<p>Environmental Protection Zone</p> <p>Retain, protect and maintain all vegetation and ecological features within the approved Environmental Protection Zone shown on approved Ecological Zone Plan, Drawing No: 30 18 Oct 2018 DA10 17050 received 18 October 2018 (amended in red on 12 December 2018). The following requirements must be met and maintained to support the approved Environmental Protection Zone.</p> <p>101(a) Restrictions within Approved Environmental Protection Zone</p> <p>No part of any building or structure (including but not limited to swimming pools, tennis courts, retaining walls, tanks), no facilities associated with the development, no open space, no recreation areas, no landscaping, no on-site stormwater drainage, no on-site wastewater treatment, no areas of disturbance (including excavation and filling), no storage/stockpiles of materials, no on-site parking, no access and no manoeuvring areas and no bushfire management measures must be located on any part of the site within the approved Environmental Protection Zone whether for temporary, short-term or long-term periods unless approved in this approval or subsequent Operational Works / Compliance Assessment approvals, or otherwise agreed in writing by Development Services.</p> <p>Timing: To be maintained.</p> <p>101(b) Environmental Protection Zone Set Out</p> <p>A Registered Surveyor must survey and peg the approved Environmental Protection Zone.</p> <p>Timing: Prior to site/operational/building work commencing and to be maintained while development is being undertaken (BW, MCU and ROL) or while marketing a lot for sale (ROL).</p> <p>101(c) Notification to Prospective Purchasers</p> <p>Notify all prospective purchasers of the site(s) of the requirements and effects of this condition.</p> <p>Timing: At the time of marketing a lot for sale.</p>
161	<i>Clause repeated as in 101 above</i>
224	<i>Clause repeated as in 101 above</i>

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Refuse Collection

CONDITION	
120	<p>Refuse Collection - On Site</p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p> <p>120(a) Arrange Refuse Collection</p> <p>Arrange for the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the site.</p> <p>Timing: A minimum of four weeks prior to the commencement of use and then to be maintained.</p> <p>120(b) Notify Future Owner</p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.</p> <p>Timing: At time of a change of ownership.</p> <p>120(c) Indemnify Council</p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>
179	<i>Clause repeated as in 120 above</i>
300	<i>Clause repeated as in 120 above</i>
368	<i>Clause repeated as in 120 above</i>
437	<i>Clause repeated as in 120 above</i>
493	<i>Clause repeated as in 120 above</i>

Other

CONDITION	
93	<p>Maintain the Approved Development</p> <p>Maintain the approved development generally in accordance with the approved DRAWINGS AND DOCUMENTS, and any relevant Council engineering or other approval required by the conditions.</p>
153	<i>Clause repeated as in 93 above</i>
210	<i>Clause repeated as in 93 above</i>
264	<i>Clause repeated as in 93 above</i>

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CONDITION	
399	Clause repeated as in 93 above
469	Clause repeated as in 93 above
4	<p>Material Change of Use: Dwelling House (on a small lot)</p> <p>The extent to which this preliminary approval varies the effect of the planning scheme for Brisbane, is limited to a Material Change of Use and for the purpose of a new Dwelling house (on a small lot) where that development is on land shown as proposed lots numbered 4, 5, 12, 13, 20, 21, 22, 23, 24, 39, 40, 41, 42 and 43 on the APPROVED DRAWING No. 135143-5 Rev L received 19 October 2018 and is limited to the circumstances detailed below.</p> <p>Notwithstanding the contents of the categories of assessment tables in the planning scheme, development for the purpose of a new Dwelling house (on a small lot), pursuant to this preliminary approval, where that development is compliant with the conditions of this preliminary approval and where:</p> <ul style="list-style-type: none"> a) Complying with all acceptable outcomes of the Dwelling house (small lot) code shall be accepted development; or b) Not complying with all acceptable outcomes of the Dwelling house (small lot) code shall be subject to Code assessment against the Dwelling house (small lot) code . <p>The definitions and codes mentioned in this condition refer to definitions and codes contained in the Brisbane City Plan 2014.</p> <p>Where there is conflict between the codes and the conditions contained herein, the conditions shall prevail.</p>
5	<p>Dwelling House (Small Lot) - Front Boundary Setback</p> <p>For the purpose of Dwelling house (small lot) on proposed lots numbered 4, 5, 20, 21, 22, 23, 24, 39, 40, 41, 42 and 43 only on the APPROVED DRAWING No. 135143-5 Rev L received 19 October 2018 the minimum setback to a primary street frontage for the development to be accepted development is 3 metres to the external wall (including porches, verandahs, decks, balconies and the like).</p>
6	<p>Dwelling House (Small Lot) - Built to Boundary Walls</p> <p>For the purpose of Dwelling house (small lot), a wall built to a side boundary on proposed lots 4, 5, 12, 13, 20, 21, 22, 23, 24, 39, 40, 41, 42 and 43 only as shown APPROVED DRAWING No. 135143-5 Rev L received 19 October 2018 for the development to be accepted development in accordance with the following:</p> <ul style="list-style-type: none"> a) 0m; and b) limited to one side boundary; and c) for non-habitable spaces only; and d) a maximum height of 3.5 metre; and e) a maximum length of 9 metres.

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CONDITION	
7	<p>Dwelling House (Small Lot) - Rear Boundary Setback</p> <p>For the purpose of Dwelling house (small lot), the minimum rear boundary setback for the development to be accepted development for proposed lots numbered 12 and 13 only as shown on APPROVED DRAWING No. 135143-5 Rev L received 19 October 2018 shall be in accordance with the following:</p> <ul style="list-style-type: none">• 3 metres to the external wall for the ground floor (including porches, verandahs, decks, balconies and the like).
8	<p>Dwelling House (Small Lot) - Site Cover</p> <p>For the purpose of Dwelling house (small lot), the maximum site cover for the development on proposed lots 4, 5, 12, 13, 20, 21, 22, 23, 24, 39, 40, 41, 42 and 43 only on APPROVED DRAWING No. 135143-5 Rev L received 19 October 2018 to be accepted development shall be 60% of the site area.</p>
9	<p>Material Change of Use: Dwelling House (not on a small lot)</p> <p>The extent to which this preliminary approval varies the effect of the planning scheme for Brisbane, is limited to a Material Change of Use for the purpose of a new Dwelling house (not on a small lot) where that development is on proposed lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38 and 44 only as shown on the APPROVED DRAWING 135143-7 Rev B received 19 October 2018 is limited to the circumstances detailed below.</p> <p>Notwithstanding the contents of the categories of assessment tables in the planning scheme, development for the purpose of a new Dwelling house (not on a small lot), pursuant to this preliminary approval, where that development is compliant with the conditions of this preliminary approval and where:</p> <ol style="list-style-type: none">a) Complying with all the acceptable outcomes of the Dwelling house code shall be accepted development; orb) Not complying with the acceptable outcomes of the Dwelling house code, shall be subject to Code assessment against the Dwelling house code. <p>The definitions and codes mentioned in this condition refer to definitions and codes contained in the <i>Brisbane City Plan 2014</i>.</p> <p>Where there is conflict between the codes and the conditions contained herein, the conditions shall prevail.</p>