

## Ashford Terraces community titles scheme

### 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) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) 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.
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (h) use of the word **including** and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) 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.

#### 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 Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
  - (i) these By-Laws;

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- (ii) the BCCM Act; or
  - (iii) any covenant, easement or other encumbrance over the Common Property.
- (e) **By-Laws** means these by-laws.
- (f) **CMS** means a community management statement.
- (g) **Common Property** means the common property of the Scheme.
- (h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever.
- (i) **Developer** means the Original Owner and any Development Lot Owner.
- (j) **Development Lot Owner** means each person, if any, who immediately before the Scheme is changed by the addition of a further stage of the Scheme, is a registered owner of the lot being developed as the further stage of the Scheme.
- (k) **Display Lot** means a Lot or Lots used to promote sales.
- (l) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (m) **Lot** means a lot included in the Scheme and includes:
- (i) all improvements constructed on or within the lot; and
  - (ii) any areas of Common Property which may be used by occupants of the 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) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (p) **Occupier** means:
- (i) each Owner; and
  - (ii) any occupier of a Lot and includes:
    - (A) a mortgagee in possession;
    - (B) a tenant or lessee (of a Lot or a part of a Lot); and
    - (C) an occupier of a part of a Lot.
- (q) **Original Owner** means MIRVAC QUEENSLAND PTY LTD ACN 060 411 207.
- (r) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

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**(s) Pets:**

- (i) includes dogs, cats, birds and other animals normally kept as pets; and
  - (ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.
- (t) **Residential Lots** are Lots which are used or may be used for residential purposes.
- (u) **Retail Lots** are Lots which are used or may be used for non-residential purposes (including retail, commercial or hospitality).
- (v) **Scheme** means *Ashford Terraces community titles scheme*.
- (w) **Scheme Land** means all the land included in the Scheme.
- (x) **Secretary** means the secretary of the Body Corporate.

### 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 Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of their Lot.

### 4. Vehicles

- 4.1 An Occupier 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 for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
- 4.2 An approval under sub-section 1, with the exception of designated visitor parking:
- (a) must state the period for which it is given; and
  - (b) may be revoked by giving 7 days written notice to the Owner or Occupier.
- 4.3 The Body Corporate is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property.
- 4.4 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

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### 5. Use of Lots

- 5.1 Subject to these By-Laws (including the rights of a caretaking service contractor or party holding a letting authorisation from the Body Corporate), Lots may only be used for residential purposes.
- 5.2 By-law 5.1 does not apply in relation to Development Lots which may be used for further development purposes as contemplated by Schedule B.
- 5.3 Lots must not be used or allowed to be used:
- (a) for any purpose that may cause a nuisance or hazard;
  - (b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
  - (c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;
  - (d) for any purpose that may endanger the safety of persons within the Scheme; or
  - (e) for a purpose or in a manner contrary to the relevant planning instrument, any Approval for the Scheme or any other applicable law.
- 5.4 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing the:
- (a) use does not conflict with the rights of any caretaking service contractor or party holding a letting authorisation from the Body Corporate;
  - (b) use is lawful and all necessary permits 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 Body Corporate.
- 5.5 Flammable substances must not be stored within Residential Lots unless the substance is used for normal domestic use.
- 5.6 No auction sale is to be conducted or to take place within the Scheme.

### 6. Maintenance of Lots

Occupiers must:

- (a) maintain their Lot in good repair and condition;
- (b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;
- (c) keep their Lot:
  - (i) clean so that it is not offensive in appearance to other Occupiers; and

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- (ii) free of pests and vermin;
- (d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;
- (e) keep accessible windows and glass clean; and
- (f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly.

#### **7. Alteration to Lots**

7.1 Except as set out in this By-law, Lots must not be altered without:

- (a) the prior written approval of the Body Corporate;
- (b) first submitting to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations; and
- (c) all necessary local authority and other approvals having first been obtained.

7.2 No approval of the Body Corporate is necessary for minor works to the internal area of the Lot such as painting and replacement of carpet but the colours used must be in keeping with the colours of the Scheme generally.

7.3 The Body Corporate:

- (a) must not unreasonably withhold its consent to an alteration; and
- (b) may give its consent subject to reasonable conditions.

7.4 Trees must not be removed or new trees planted without the prior written consent of the Body Corporate which must not unreasonably withhold its consent..

#### **8. Appearance of Lots**

8.1 The purpose of this By-law is to ensure that the Scheme:

- (a) is visually uniform and tidy in appearance; and
- (b) includes garden areas and plants which are compatible with the landscaping of the Scheme generally.

8.2 Unless approved in writing by the 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 Body Corporate;
- (d) use any part of the Lot for storage;

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- (e) keep any oversized plants (as determined by the Body Corporate); or
  - (f) install any aerials, receivers or the like,
- if visible from outside of the Lot.

8.3 An Occupier must not install:

- (a) window finishes; or
- (b) screening or security devices,

unless they otherwise comply with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-law in giving any approval.

8.4 An Occupier must not reside in a Lot until curtain rails and functional curtains, shutters and blinds are installed to all clear glazed windows of the Lot visible from any street. The Occupier must not install any sheets or other materials as a temporary measure.

8.5 No signs may be placed within a Lot or Common Property without the prior written approval of the Body Corporate which must not unreasonably withhold its consent.

8.6 Letter boxes must be regularly cleared.

8.7 An Occupier:

- (a) of a Lot which contains any garden area or feature plants must maintain that area or plants; and

- (b) must maintain any external sliding screen on any doorway of their Lot,

so as to achieve the purposes of this By-Law.

### **9. Power to enter Lots**

9.1 A person authorised by the Body Corporate (an authorised person) may enter a Lot included in the Scheme, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary:

- (a) to inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or
- (b) to carry out work the Body Corporate is authorised or required to carry out.

9.2 The power of entry may be exercised:

- (a) in an emergency - at any time, with or without notice of intended entry given to any person; and

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- (b) in other cases:
- (i) for entry to the Lot mentioned in By-law 9.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:
    - (A) the Owner of the Lot; or
    - (B) if the Owner is not in occupation of the Lot - the Occupier of the Lot; and
  - (ii) for entry to the Common Property mentioned in By-law 9.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:
    - (A) the Owner of the Lot to which the exclusive use by-law attaches; or
    - (B) if the Owner of the Lot mentioned in By-law 9.2(b)(ii)(A) is not in occupation of the Common Property - the occupier of the Common Property; and
  - (iii) in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the Lot or the Common Property.

## 10. Behaviour of Occupiers and Invitees

### 10.1 All persons within the Scheme:

- (b) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of others;
- (c) must take all practical means to minimise annoyance and noise to others including by closing doors, windows and curtains;
- (d) leaving or entering between 11.00 pm and 8.00am must do so quietly;
- (e) unless within the privacy of a Lot, must be appropriately dressed;
- (f) must not use language or behave in a way that might offend or embarrass another person in the Scheme; and
- (g) must not behave in a way likely to unreasonably interfere with the peaceful enjoyment of others.

10.2 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Occupiers. Such equipment and instruments must not be operated between the hours of 11.00pm and 7.00am in a manner as to be audible at all to any other Occupier.

## 11. Waste Disposal

### 11.1 Waste must:

- (a) be kept in a waste receptacle within a Lot or on Common Property areas designated for keeping waste;

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- (b) be stored and disposed of in a manner that will not adversely affect the amenity, health, hygiene or comfort of others; and
- (c) not be deposited on the Common Property.

- 11.2 Occupiers must comply with any waste storage and removal system adopted by the Body Corporate.
- 11.3 The Body Corporate must give and is empowered to give any indemnities in favour of the local authority or other Authorities to facilitate the removal of waste including in relation to damage caused to improvements and infrastructure by waste removal vehicles.
- 11.4 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 soon after waste collection, within 24 hours of collection.

## 12. Keeping of Pets

- 12.1 Occupiers keeping Pets must comply with the following conditions, as applicable to their 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 Common Property by any Pet under their control;
  - (d) ensure that Pets are appropriately restrained while on Common Property;
  - (e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
  - (f) Pets are not allowed in the recreation areas; and
  - (g) a maximum of 2 Pets are permitted within a Lot at any time unless otherwise approved by the Body Corporate.
- 12.2 An Occupier who fails to comply with the conditions in By-law 12.1, must remove their Pet from the Scheme if directed by the Body Corporate.
- 12.3 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 Scheme.
- 12.4 Animals which are not Pets may not be kept within the Scheme.

## 13. Broadband Infrastructure

- 13.1 The Body Corporate acknowledge that:
- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and
  - (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.



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- 13.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the 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).
- 13.3 The 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 Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
  - (b) any right they may have to object to those activities.
- 13.4 The 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.
- 13.5 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 Scheme to be part of the National Broadband Network.
- 14. Various matters concerning Common Property**
- 14.1 Washing of vehicles must only occur in designated areas (if any).
- 14.2 Any designated speed limits must be complied with.
- 14.3 Occupiers must not:
- (a) interfere with the lawful use of the Common Property;
  - (b) interfere with the use of access ways or any easement or BMS giving access to or through the Common Property;
  - (c) use Common Property facilities for any purpose for which they were not intended for use;
  - (d) alter, operate, damage or in any way deface the Common Property or any Body Corporate asset;
  - (e) smoke cigarettes or any other substance whilst on Common Property;
  - (f)
- 14.4 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.
- 15. Lot Utility Infrastructure located on Common Property**
- 15.1 Subject to By-law 15.2, Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property in appropriate locations such as roof top areas.

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- 15.2 Notwithstanding By-law 15.1, no consent is required for Lot Utility Infrastructure which;
- (a) is installed by a Developer; or
  - (b) are solar panels on a roof above a Lot, providing:
    - (i) those panels are fitted on the flat portion of the roof (not the raised section);
    - (ii) wired using only with concealed cabling; and
    - (iii) any fixing tracks do not extend past edge of solar panels (that is, they must be cut to size to match panel length).
- 15.3 Owners are responsible for:
- (a) the repair, maintenance and replacement of; and
  - (b) any loss or damage to,
- Lot Utility Infrastructure.
- 15.4 The Body Corporate must allow access to service contractor of Owners to the area of 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.
- 15.5 Any part of the Common Property which contains Lot Utility Infrastructure may be locked by the Body Corporate unless otherwise required by law, and may not accessed or opened by any person without the prior consent of the Body Corporate, not to be unreasonably withheld.
- 16. Supply of Utilities**
- 16.1 This By-law applies to the supply of any utilities by the Body Corporate (**Metered Utilities**) including:
- (a) hot water from a central hot water system;
  - (b) chilled water for air conditioning; and
  - (c) any form of energy.
- 16.2 The Body Corporate must not supply a Metered Utility to a Lot unless:
- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot, except for gas which is unmetered; and
  - (b) the Occupier and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).
- 16.3 A Supply Agreement:
- (a) must comply with any requirements of the law;

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- (b) must require the Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
  - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
  - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
- (d) may require payment of a security deposit as determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

#### 16.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Occupier of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Occupier of a Lot if the Occupier:
  - (i) has paid the required security deposit; and
  - (ii) is not in arrears for the previous supply of a Metered Utility.

#### 16.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or de facto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

#### 16.6 An Owner or Occupier must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:

- (a) is the Owners responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

### 17. Security

#### 17.1 Windows and external doors in Lots must be locked when nobody is in the Lot.

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#### 18. Exclusive Rights of Caretaker and Letting Agent

- 18.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 18.2 While a caretaking service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 18.3 The authorised or engaged party may display such signs and advertisements on the Common Property as is reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 18.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
  - (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 under the Agreements;
  - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
  - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

#### 19. Display Lot and Promotional Functions

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

- (a) use or permit any Lot to be used, for the purposes of a Display Lot;
- (b) erect or permit signage to be erected within the Scheme concerning the sale and marketing of Lots within the Scheme and any development of which the Scheme forms part; and
- (c) carry out promotional and marketing functions from the Common Property.

#### 20. Works carried out by Original Owner

- 20.1 The Original Owner may, without the consent of the Body Corporate, enter upon the Common Property and undertake works on, to or within the Common Property, as required by the Original Owner in their discretion.
- 20.2 The Original Owner:
- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-law to a standard in keeping with the balance of the Scheme; and
  - (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

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20.3 The rights of the Original Owner under this By-law apply notwithstanding any inconsistency with any other By-law. By-laws regarding peaceful enjoyment, appearance of Lots, alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Original Owner carrying out works to the Scheme.

#### **21. Carrying out development of Scheme**

21.1 A Developer may:

(a) at any time, without the consent of the Body Corporate, enter upon the Common Property and undertake works on, to or within the Common Property, required for the further carrying out of the development of the Scheme, including:

- (i) excavation and earthworks;
- (ii) construction of improvements generally, temporary or permanent;
- (iii) construction, modifications and changes necessary to establish utility infrastructure and utility services and connections thereto;

(b) without the consent of the Body Corporate:

- (i) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (ii) damage the Common Property for the purpose of carrying out the further development;
- (iii) use Common Property for support, both temporary and permanent;
- (iv) install and keep rock anchors and underpinning within or on Common Property;
- (v) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
- (vi) temporarily, including for extended periods, close off areas of Common Property;
- (vii) build improvements, temporary and permanent, on Common Property; and
- (viii) install and keep signage on the Common Property;

(c) exercise its rights in the company of or through its contractors, nominees and agents.

21.2 A Developer:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-law to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

21.3 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Developer to give effect to any of the rights of a Developer in this CMS and such grant, variation or

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surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 159 (4) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by the Developer to the Body Corporate. For example, if directed by the Developer, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.

21.4 While any construction or building operations are occurring within the Scheme, Occupiers must comply with the reasonable directions of any Developer (and persons authorised by it) including concerning safety directions and any altered traffic (vehicle and pedestrian) flow directions.

21.5 The Body Corporate must, to the fullest extent possible, co-operate with a Developer and facilitate and enable the:

- (a) exercise of rights; and
- (b) further carrying out of the development of the Scheme,

as contemplated in this By-law.

21.6 The Body Corporate, any Owners and Occupiers must:

- (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 Body Corporate required to be passed without dissent) to enable and facilitate;
- (e) sign all consents, survey plans and documents including new CMS's, building management statements, transfers, survey plans, easements, surrenders of easements as required by a Developer to enable and facilitate; and
- (f) grant exclusive use rights, special privilege rights, access licenses and other rights as required by a Developer to enable and facilitate,

the further carrying out of the development of the Scheme as contemplated in this By-law.

21.7 The rights of a Developer under this By-law apply notwithstanding any inconsistency with any other By-law. By-laws regarding peaceful enjoyment, appearance of Lots, alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Developer carrying out the further development of the Scheme.

## **22. Exclusive Use Areas - Courtyards**

### **22.1 Specified rights of exclusive use - courtyards**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and

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- (b) may use those exclusive use areas for the purposes of use as courtyards.

#### **22.2 Exclusive use allocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for courtyard use purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
- (i) a written notice that states:
    - (A) the Lots for which exclusive use courtyards are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use courtyard areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use courtyards under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Anything that the Original Owner may do under this By-law 22.2 may also be done by the agent of the Original Owner.

#### **22.3 Recording allocations**

- (a) If any exclusive use courtyard area is allocated under this By-law then the Body Corporate must:
- (i) take all steps required to formalise the authorised allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation in Schedule E.

#### **22.4 Other matters about exclusive courtyard areas**

- (a) An exclusive use courtyard area must be maintained at the cost of the relevant owner to a quality in keeping with the Scheme and must not be allowed to become unsightly, un-kept or overgrown with vegetation. The Body Corporate may rectify any breach of this By-law and recover the cost from the relevant Owner.
- (b) The Body Corporate is entitled to pass through an exclusive use courtyard area where necessary to obtain access to a part of the Common Property.

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### 23. Local Government Mandated Conditions

The development approval for the Scheme requires either that this Community Management Statement contain By-Laws as set out in this Part or that the Original Owner make disclosure to the Owners and Occupiers of certain matters as set out below.

### Stormwater

CONDITION	
124	<p><b>Stormwater Quality (MCU)</b></p> <p>Manage stormwater quality in accordance with this condition.</p> <p><b>124(a) Implement Stormwater Quality Management</b></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><b>124(b) Water Quality Maintenance Management Plan</b></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><b>124(c) Submit Certification</b></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><b>124(d) Maintain Management Plans</b></p>



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<b>CONDITION</b>	
	<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>
<b>183</b>	<i>Clause repeated as in 124 above</i>
<b>240</b>	<p><b>Stormwater Quality (MCU)</b></p> <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><b>240(a) Implement Stormwater Quality Management</b></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><b>240(b) Water Quality Maintenance Management Plan</b></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><b>240(c) Submit Certification</b></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</p>

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CONDITION	
	<p>commencement of use, whichever comes first (MCU or BW).</p> <p><b>240(d) Maintain Management Plans</b></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>
372	<i>Clause repeated as in 124 above</i>
441	<i>Clause repeated as in 124 above</i>

### Balconies

CONDITION	
273	<p><b>Balconies/Verandahs/Terraces</b></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><b>Construct Private Internal Fire Main and Hydrant(s)</b></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 &amp; pressure requirements of the GuRCIL,</p>

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CONDITION	
	<p>the design &amp; 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 &amp; 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>
<b>48(a) Access and Ownership of main</b>	<p>The hydrants must be located to allow 24 hour access for emergency and maintenance 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>
<b>48(b) Submit Hydraulic Plan</b>	<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>
<b>48(c) Implement Approved Plans</b>	<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>
<b>48(d) Submit Documentation</b>	<p>Submit the following documentation to Development Services:</p> <ul style="list-style-type: none"><li>- Submit a copy of the Compliance Certificate from the Manager, Plumbing Services Group</li><li>- Submit a copy of the QUU Connection Certificate, indicating all requirements of the development's Water Approval have been satisfied.</li><li>- 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.</li></ul> <p>Timing: Prior to issue of Certificate of Classification/Final Inspection Certificate or prior to</p>

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CONDITION	
	<p>commencement of use, whichever comes first (MCU or BW), or prior to Council's notation of the plan of subdivision (ROL).</p> <p><b>48(e) Notify Future Owners</b></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>
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>

**Refuse Collection**

CONDITION	
120	<p><b>Refuse Collection - On Site</b></p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p> <p><b>120(a) Arrange Refuse Collection</b></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><b>120(b) Notify Future Owner</b></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><b>120(c) Indemnify Council</b></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>

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CONDITION	
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	<b>Maintain the Approved Development</b> 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.
153	Clause repeated as in 93 above
210	Clause repeated as in 93 above
264	Clause repeated as in 93 above
399	Clause repeated as in 93 above
469	Clause repeated as in 93 above