

VIDORRA COMMUNITY TITLES SCHEME

FULL BODY CORPORATE BY-LAWS

PART 1 – INTERPRETATION

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) A 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.

In any combination or list of options, the use of the word "or" is not used as a word of limitation.

The use of the word "including" and any similar expression is not used as a word of limitation.

- (g) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (h) Where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (i) 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 created upon establishment of the Scheme.

- (d) **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;
 - (iv) any registered covenant, easement or other encumbrance over the Common Property; or
 - (v) any rules relating to the Common Property made by the Committee pursuant to these By-Laws.
- (e) **By-Laws** means these by-laws or any specified part of them.
- (f) **CMS** means this community management statement.
- (g) **Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.
- (h) **Committee's Representative** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee.
- (i) **Common Property** means the common property of the Scheme.
- (j) **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.
- (k) **Council** means Moreton Bay Regional Council.
- (l) **Display Unit** means a Lot or Lots used by the original owner or its nominee to promote further sales of Lots in the Scheme.
- (m) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee and licensee of an Owner or Occupier.
- (n) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (o) **Letting Agent** means the person who from time to time holds an authorisation to act as the letting agent for the Scheme.
- (p) **Lot** means a lot in the Scheme and includes all improvements constructed on a lot and any areas of Common Property attaching to a lot under an exclusive use by-law allocation.
- (q) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (r) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (s) **Occupier** means any occupier of a Lot and includes:

- (i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
 - (ii) a mortgagee in possession of a Lot;
 - (iii) a tenant or lessee (registered or otherwise) of a Lot or a part of a Lot ; and
 - (iv) includes an occupier of a part of a Lot,
- but excludes the Original Owner.
- (t) **Original Owner** means Morayfield Property Developments Pty Ltd A.C.N. 127 444 106.
 - (u) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
 - (v) **Person** includes any corporation or association whether incorporate or not and bodies politic.
 - (w) **Pets** means dogs, cats, birds and other animals kept or may be kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.
 - (x) **Service Contractor** means the person or corporation appointed by the Body Corporate from time to time as service contractor to, amongst other things, keep the Common Property maintained and in good order and repair.
 - (y) **Scheme** means Vidorra community titles scheme.
 - (z) **Scheme Land** means all the land contained in the Scheme.
 - (aa) **Secretary** means the secretary of the Body Corporate.
 - (bb) **Speed Limit** means 20 kilometres per hour or such other speed nominated by the Committee from time to time.

PART 2 – COMPLIANCE WITH CMS, BY-LAWS, RULES AND NOTICES

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 lease, licence or tenancy agreement must take all reasonable steps to ensure that any lessee, licensee, tenant or other Occupier or 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 a Lot.

4. Rules Relating to Common Property

- 4.1 The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or assets of the Body Corporate and in particular (without limitation) in relation to the use of any improvements on or facilities within the Common Property not inconsistent with these By-Laws, unless and until they are disallowed or revoked by the Body Corporate in general meeting.

4.2 Occupiers must comply with any rules relating to the Common Property and/or assets of Body Corporate made under this By-Law.

5. Instructions to Contractors etc

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

6. Notices to be Observed

Occupiers and Invitees must observe the terms of any Notice displayed in the Common Property by authority of the Body Corporate or the Committee or of any lawful authority.

7. Vehicles

7.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
- (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

7.2 An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.

7.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.

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

7.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

8. Speed Limits

Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

PART 4 – OBLIGATIONS IN RESPECT OF LOTS

9. Use of Lots

9.1 Subject to these By-Laws (including, without limitation, the rights of the Service Contractor and Letting Agent under Part 8).

9.2 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 or any person lawfully using the Common Property;
- (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or

- (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 9.3 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:
- (a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;
 - (b) the use is lawful and all necessary permits and insurances for the use are held;
 - (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
 - (d) the Occupier obeys the reasonable directions and requirements of the Committee.

10. Maintenance of Lots

10.1 Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly, does not increase fire risks and does not contribute to the spread of noxious weeds.

- 10.2 If the Committee gives the Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, an Occupier must permit representatives, agents and contractors of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection and carrying out works to rectify any Breach.

The Body Corporate is responsible for maintenance of the gardens and lawns contained within the front yards of Lots so as to ensure uniformity of maintenance and the standard of the Scheme. Occupiers must permit any service contractor engaged to carry out the maintenance access to those areas at all reasonable times.

11. Alteration to Lots

- 11.1 An Owner or Occupier must not alter a Lot in any way without the approval in writing of the Committee. The Original Owner, in the further carrying out of the Scheme, does not require any Body Corporate approval.
- 11.2 No approval of the Committee is necessary in respect of minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes which are visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 11.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.
- 11.4 The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions but may have regard to keeping the need to keep the Scheme visually uniform.

- 11.5 An approval given by the Committee to an alteration is conditional upon the Owner first obtaining all necessary Council approvals to the alteration.
- 11.6 Owners must not build on or alter their Lot unless the works comply with the requirements of Council in relation to any development permit or equivalent which applies to the Scheme.

12. Appearance of Lots

- 12.1 The purpose of this By-Law is to ensure that the Scheme remains at all times:
- (a) visually uniform;
 - (b) tidy in appearance; and
 - (c) having garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.
- 12.2 Unless approved in writing by the Committee, an Occupier must not:
- (a) hang any washing, bedding or other articles;
 - (b) display any sign, banner, advertisement or similar articles;
 - (c) use any part of the Lot for storage (except exclusive use storage areas);
 - (d) keep any oversized plants (as determined in the opinion of the Committee); and
 - (e) install any aerials, receivers or the like,
- if it is visible from outside of the 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 the Lot unless it is in compliance with any pre-approved specifications or otherwise first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.
- 12.4 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.

An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

13. Clearance of Post Boxes

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

14. Nuisance

- 14.1 Occupiers and Invitees must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers.
- 14.2 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such further reasonable steps as may be within their power.
- 14.3 Owners, Occupiers and Invitees within the Scheme after 11.00 pm must not unreasonably interfere with the quiet use and enjoyment of other Occupiers.

- 14.4 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within the Scheme.
- 14.5 Occupiers must be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.
- 14.6 Owners and Occupiers must not install a security alarm or device without the prior written consent of the Committee.

15. Access through Lots

If the Committee gives the Occupier reasonable notice of the intention to enter the Lot (except in the case of emergency when no notice is required) in order to access Common Property for any purpose, including maintenance of Common Property, an Occupier must permit representatives, agents and contractors of the Body Corporate access through the Lot at all reasonable times.

16. Insurance

- 16.1 Residential Lots must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.
- 16.2 Retail and commercial Lots are responsible for payment of any additional public liability insurance premium which is attributable to the use of their Lot for retail or commercial purposes.

PART 5 – OBLIGATIONS RELATING TO BOTH THE USE OF THE COMMON PROPERTY AND LOTS

17. Garbage Disposal

- 17.1 Garbage must be kept in a clean and dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 17.2 Garbage bins left for collection must be removed from the Common Property or the road verge soon after garbage collection, if possible on the same day.
- 17.3 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.
- 17.4 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property and must directly dispose of any rubbish generated within or located within that Occupier's Lot.
- 17.5 The Committee may:
 - (a) clear away all rubbish, dirt or other material located on the Common Property or within a Lot; and
 - (b) repair any damage caused to the Common Property or the Lot by any rubbish, dirt or other material,at the cost of the Owner of the offending Lot.
- 17.6 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must be first approved by Council's waste service division and must be complied with by Occupiers.

- 17.7 The Body Corporate must give and is empowered to give any indemnities in favour of the Moreton Bay Regional Council or other Authority as required to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

18. Keeping of Pets

Any Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:

- (a) dogs and cats must wear an identification tag, tattoo or micro chip;
- (b) all Pets, if required by law to be licensed or registered, are licensed or registered;
- (c) clean and remove any mess left on Common Property by any Pet under their control;
- (d) ensure that dogs and cats are appropriately restrained while on Common Property;
- (e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (f) all Pets are not allowed in the recreation area; and
- (g) a maximum of 2 Pets are allowed within a Lot at any time.

If an Occupier fails to comply with the conditions in sub-clause 1, the Occupier must remove a Pet from within the Scheme if directed by the Committee.

The Committee may, at the cost of the Owner of the offending Lot, remove a Pet from within the Scheme if the Pet is disturbing others, or is undesirable, in the Committee's reasonable opinion.

- 18.2 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.

- 18.3 Animals which are not Pets may not be kept within the Scheme.

19. Auction Sales

Occupiers must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Committee.

20. Use of Facilities

Occupiers must use facilities in Lots and within the Common Property properly and not for any purpose for which they were not intended for use.

21. National Broadband Network

- 21.1 The Body Corporate acknowledge that any Pit and Pipe Works within the Scheme vest in NBN Co Limited, free of encumbrances and NBN Co Limited has the right to access the Scheme to maintain, repair, alter, remove or replace the Pip and Pipe Works.

- 21.2 Any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme are subject to the following licences in favour of NBN Co Limited, which licences may be the subject of a sub-licence or transfer to another party that may supply or operate Network Infrastructure at the discretion of NBN Co Limited:

- (a) an exclusive licence to use of any Pathways and any Horizontal Pit and Pipe Works

- (b) a non- exclusive license for the use of other Pathway Works (subject to Minimum Spatial Requirements).

21.3 The Body Corporate, each owner and Occupier:

- (a) must maintain and repair the relevant utility infrastructure relating to broadband fibre optic network in a timely manner or within such time as notified by NBN Co Limited;
- (b) must ensure that the minimum spatial requirements between the NBN utility infrastructure and any third party infrastructure are adhered to while the broadband fibre optic network supplied by NBN Co Limited is located within the relevant utility infrastructure; and
- (c) agrees to:
 - (i) give reasonable assistance to NBN Co Limited in issuing notices under the Telecommunications Act and the Telecommunications Code of Practice;
 - (ii) waive its rights to receive notice under the Telecommunications Act in relation to the power to inspect land, install a low impact facility or maintain a facility; and
 - (iii) 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.

21.4 Terms used in this By-law have the meanings given to them in the Master Developer Agreement dated 30.05.13 entered into by the Original Owner to enable the Scheme to be part of the National Broadband Network.

SELLER'S NOTE: THIS BY-LAW MAY BE DELETED IF NO NBN IS AVAILABLE IN THE AREA. NO REPRESENTATION IS MADE BY THE SELLER THAT NBN WILL BE AVAILABLE TO THE SCHEME AT SETTLEMENT OR AT ALL.

PART 6 – OBLIGATIONS IN RESPECT OF COMMON PROPERTY

22. Obstruction

Occupiers must not:

- (a) interfere with the lawful use of the Common Property; or
- (b) interfere with the use of access ways, footpaths or driveways on the Common Property or any easement giving access to or through the Common Property; or
- (c) use access ways, footpaths or driveways on the Common Property for any purpose other than access.

23. Accidents On Common Property

Occupiers must:

- (a) give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property;
- (b) include in such Notice, all details of the accident which would be normally required by an insurer; and
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

24. Damage to Common Property

- 24.1 Occupiers must not damage or remove or use for their own purposes any lawn, garden, plant or Body Corporate asset on Common Property without the written consent of the Committee.
- 24.2 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Committee.

25. Notice of Damage

Occupiers must promptly notify the Body Corporate of any damage to or defect in any service, connection or fixtures which comprise part of the Common Property.

26. No Smoking

Occupiers must not at any time smoke cigarettes or any other substance whilst on Common Property.

27. Lot Utility Infrastructure located on Common Property

- 27.1 Lot Utility Infrastructure may, subject to consent of the Committee (such consent not to be unreasonably withheld), be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.
- 27.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of: and
 - (b) any loss or damage to,
- Lot Utility Infrastructure.
- 27.3 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.

PART 7 – THE BODY CORPORATE**28. Empowering By-Law**

- 28.1 The Body Corporate may supply, or engage another person to supply, utility services and other services for the benefit of Owners and Occupiers of Lots, 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;
 - (c) domestic services including, for example, electricity, gas, water, garbage removal, air conditioning or heating.
- 28.2 The 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 Body Corporate for supplying the services.

28.3 In acting under this Empowering By-Law, the Body Corporate must, to the greatest practicable extent, ensure the total cost to the Body Corporate (other than Body Corporation 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.

28.4 Nothing in this Empowering By-Law limits the powers or obligations of the Body Corporate in relation to services under the BCCM Act or the relevant regulation module.

29. Supply of Utilities

29.1 This By-law applies to the supply of any utilities in the Scheme by the Body Corporate including:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning;
- (c) any form of energy.

In this By-law these are called the **Metered Utilities**.

29.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:

- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot; and
- (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (Supply Agreement).

29.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Owner or Occupier of the Lot to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Committee (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 determined from time to time by the Committee; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Committee (which must be the same for each Lot).

29.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Owner of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Owner of a Lot if the Owner :
 - (i) has paid the required security deposit; and

(ii) is not in arrears for the previous supply of a Metered Utility.

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

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

29.6 An Owner 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 Committee and is carried out by a tradesperson approved by the Committee.

This By-law does not apply to pipes within an Owners Lot that only service that Lot.

30. Breach

30.1 If an Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.

30.2 If the Owner or Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days Notice to the Owner and Occupier, enter the Lot and carry out any necessary works to remedy the Breach.

30.3 If an Occupier commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot and carry out the necessary works to remedy the Breach.

30.4 For avoidance of doubt, the Body Corporate may recover its costs in respect of that Breach in accordance with these By-Laws and under the BCCM Act.

31. Inspection of Lots

31.1 Occupiers must permit, (upon 3 day's Notice, except in the case of an emergency when no notice is required) representatives of the Body Corporate to access their Lot to:

- (a) conduct inspections;
- (b) test any equipment within the Lot;
- (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
- (d) read any meter situated within the Lot; and
- (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.

31.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

31.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

32. Recovery of Costs

- 32.1 If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.
- 32.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled to and the Committee may, in its absolute discretion:
- (a) seek an order of an Adjudicator under the BCCM Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier of Invitee), to pay the Body Corporate's Costs; or
 - (b) recover its Costs as a debt in an action in any Court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier of Invitee).

33. Levies

- 33.1 If a contribution levied under the BCCM Act is unpaid 30 days after it falls due for payment, then the Owner will have committed a Breach. The amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such determination has been made, then at a rate of 2½ % per month or any part month.
- 33.2 If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.
- 33.3 Unpaid contributions and interest and all Body Corporate administrative costs and legal costs (on a solicitor and own client basis) associated with collecting the unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

34. Correspondence

All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.

35. Security System

- 35.1 The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master key to the Service Contractor and / or Letting Agent.
- 35.2 If the Body Corporate operates a security system, no party may interfere with that system or alter any locking device preventing entry to their Lot without the prior written approval of the Committee.

36. Fire Alarms

Occupiers who cause the fire alarm to be set off must pay the Costs of the Body Corporate incurred as a result, including any call out charges of the Fire Brigade.

PART 8 –LETTING AGENT

37. Letting Agent – Exclusive Letting Rights

- 37.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent 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.
- 37.2 The Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

38. Service Contractor – Exclusive Rights

While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property, the Service Contractor may provide its services to the Body Corporate (in accordance with the terms of that appointment) to the exclusion of all others.

39. Letting Agent and Service Contractor – Body Corporate's Obligations

- 39.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme and / or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the **Agreements**), the Body Corporate will note:
- (a) directly or indirectly provide any of the services set out in the Agreements;
 - (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 by the Letting Agent or Service Contractor 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 by the Letting Agent or Service Contractor under the Agreements.

PART 9 - THE ORIGINAL OWNER

40. Display Unit and Promotional Functions

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

- (a) use any Lot, or permit any Lot to be used, for the purposes of a Display Unit; and
- (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

41. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

42. Lease or Licence of Common Property

Despite anything else in these By-laws, the Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the 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 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.

43. Carrying out of Scheme

43.1 The Original Owner may, at any time, to facilitate the further carrying out of the Scheme, enter upon the Common Property and the Lots (without the consent of the 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 Common Property or any part of the Scheme;
- (d) construction on existing Common Property of improvements and facilities and modification of existing Common Property including construction considered necessary by the Original Owner to establish utility infrastructure and utility services and connections thereto;
- (e) construction of services and infrastructure; and
- (f) changes and modifications to and completion of any of the above as required for the carrying out or completion of the Scheme.

43.2 Without limiting the rights of the Original Owner under sub-clause 1, the Original Owner may, without the consent of the Body Corporate:

- (a) 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;
- (b) carry out works and modification to the Common Property as determined by the Original Owner as necessary to carry out or complete the Scheme;
- (c) damage the Common Property for the purpose of carrying out or completion of the Scheme including excavation and earth works;
- (d) use Common Property and improvements thereon for support, both temporary and permanent;
- (e) install and keep rock anchors within or on Common Property;
- (f) build improvements, temporary and permanent, on Common Property;
- (g) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;

- (h) temporarily close off access to areas of Common Property (including for extended periods of time) to facilitate the carrying out of the Scheme, including for safety purposes; build improvements, temporary and permanent, on Common Property; and
 - (i) install signage on the Common Property.
- 43.3 The Original Owner may exercise its rights in the company of or through its nominees, builders, contractors, agents, employees and other authorised parties.
- 43.4 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by the Original Owner to give effect to any of the rights of the Original Owner in this CMS and such grant, variation or 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 Original Owner to the Body Corporate. For example, if directed by the Original Owner, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.
- 43.5 In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Occupiers of their respective Lot and the Common Property.
- 43.6 While any construction or building operations are occurring within the Scheme, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.
- 43.7 Occupiers must not object to any noise, nuisance or other inconvenience which may arise as a result of the Original Owner exercising its rights under this By-Law.
- 43.8 The Body Corporate and Occupiers must not do anything that hinders, prevents or delays the Original Owner's progress of developing the Scheme, and in particular the Body Corporate and Owners and Occupiers must:
- (a) not object to;
 - (b) give all necessary consents to enable and facilitate;
 - (c) sign all consents, plans and documents including without limitation new community management statements, transfers, survey plans as required by the Original Owner to enable and facilitate;
 - (d) not make any objection or claim against the Original Owner or its servants, agents, invitees and contractors in respect of any noise, traffic or nuisance of any type which may arise in connection with,

the further development of the Scheme (and any land to form part of the Scheme), the grant of special privileges, access licences, and other rights as set out in Schedule B.

- 43.9 The rights of the Original Owner under this By-law apply notwithstanding any inconsistency with any other By-law, including the application of any By-Law in respect of any Balance Lot (as defined in Schedule B). For example, By-laws regarding alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Balance Lots.

PART 10 – EXCLUSIVE USE RIGHTS

44. Exclusive Use Areas and Assets

44.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

44.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

44.3 Specified rights of exclusive use

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;
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

44.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:

- (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;
- (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;
- (iii) areas that are constructed as individual secure bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
- (iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (External Areas) that:

are adjoining or adjacent to the Lot to which they are allocated; and

are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.

- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states the Lots for which exclusive use areas are to be allocated and 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 areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas;
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.

- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Committee of the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner.

44.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked then:
 - (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
 - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under sub-clause (iv)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

44.6 Other matters about exclusive use areas

- (a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.
- (b) A vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- (c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (f) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

PART 11 – COUNCIL MANDATED MATTERS

45. Council Mandated Conditions

45.1 This By-Law is included in order to satisfy Condition 4 of the development permit in relation to the Scheme.

45.2 The table below records conditions or matters contained in the development permit which must be included in this Community Management Statement. The Body Corporate and as applicable all Owners and Occupiers must comply with the matters recorded.

Condition No	Particulars
4	<p>DP8 Community Management Statement</p> <p>Ensure that the Community Management Statement for the development reflects all development conditions affecting the community titling and site management of the development, including the following:</p> <ul style="list-style-type: none"> Carparking provisions; Landscaping requirements; Communal Open Space and Recreation areas (including unrestricted access to all recreational areas for all units within the development); Bin storage requirements and collection locations; Stormwater management and management requirements; and Odour management and management requirements.
10	<p>DP18 Common Facilities - Avoidance of Nuisance (Residential Development with Communal Facilities)</p> <ul style="list-style-type: none"> (a) Develop Body Corporate rules governing the use common facilities and ensure use of facilities does not cause nuisance to residents both within and outside the complex. (b) Display Body Corporate rules governing the use of Common Facilities at appropriate locations within the complex. (c) Install and use plant/equipment associated with the operation and maintenance of common facilities in such a manner so as to ensure the use of facilities does not cause nuisance to residents, both within and outside the complex.
12	<p>DPU Environmental Nuisance (Private Sewerage Pump Station)</p> <p>The maintenance of the private sewerage pump station on the Common Property is the responsibility of the Body Corporate.</p>
15	<p>DPU Waste Management</p> <ul style="list-style-type: none"> (d) Comply with Council's <i>General Waste and Recyclable Waste Storage and Collection for Residential and Commercial Developments Policy</i> (Policy No: 48-2150-002) and <i>Technical Guideline</i>. (e) Allocate suitable locations for bin pads on-site for the following units: <ul style="list-style-type: none"> 10 to 13 inclusive; 58 to 63 inclusive; 110 to 113 inclusive; 163 to 168 inclusive. <p>The bin pads are to be located to ensure a HRV is able to service the bins. The location must also comply with abovementioned policy and be submitted with the waste management program required for approval by Council's Delegate. The bin pads must be constructed for each unit in the approved location.</p>

Condition No	Particulars
	Note: The use of plain concrete finish for the bin pads is acceptable.
31	<p>DE604 Site Based Stormwater Management</p> <p>The complex is subject to an improved Stormwater Management Strategy (SMS).</p> <p>(e) The land owner is responsible for ongoing operation and maintenance of the stormwater management devices to ensure the design discharge parameters are maintained for the life of the approved development.</p> <p>(f) The stormwater quality devices located within the development are to be maintained at regular intervals after commencement of the use, not exceeding 12 months, by a suitably qualified contractor. A certificate of compliance from the maintenance contractor is to be forwarded to Council's Director Strategic Planning and Development upon successful completion of each maintenance procedure.</p> <p>(g) The Body Corporate and the Owners are responsible for undertaking the maintenance, repair and reporting for the on-site stormwater management devices.</p>
42	<p>DP19 Pool Hours (Residential Development with Pool)</p> <p>Use of the pool(s) is restricted to between 7.00 am and 9.00 pm, seven (7) days a week.</p>
57	<p>DP40 Landscape Plan Required</p> <p>The Scheme is subject to an approved Landscaping Plan.</p> <p>The Body Corporate must maintain the Scheme in accordance with the approved Landscaping Plan at all times.</p>
62	<p>DP9 On-Site Car Spaces</p> <p>(h) Provide 364 car spaces on site, that must comprise:</p> <p>Each stage is to provide for the following car parking configuration:</p> <p>Stage 1:</p> <p>(1) 34 enclosed resident spaces;</p> <p>(2) Exclusive use resident spaces as indicated on the plans of development; and</p> <p>(3) 5 visitor spaces including 1 space for persons with a disability.</p> <p>Stage 2:</p> <p>(1) 12 enclosed resident spaces;</p> <p>(2) Exclusive use resident spaces as indicated on the plans of development.</p> <p>Stage 3</p> <p>(1) 24 enclosed resident spaces; and</p> <p>(2) Exclusive use resident spaces as indicated on the plans of development.</p> <p>Stage 4</p> <p>(1) 24 enclosed resident spaces; and</p> <p>(2) Exclusive use resident spaces as indicated on the plans of development.</p>

Condition No	Particulars
	<p>Stage 5</p> <ul style="list-style-type: none"> (1) 24 enclosed resident spaces; (2) Exclusive use resident spaces as indicated on the plans of development; (3) 3 visitor spaces including one space for persons with a disability; and (4) 2 car wash bays. <p>Stage 6</p> <ul style="list-style-type: none"> (1) 26 enclosed residential spaces; and (2) Exclusive use resident spaces as indicated on the plans of development. <p>Stage 7</p> <ul style="list-style-type: none"> (1) 18 enclosed resident spaces; and (2) Exclusive use resident spaces as indicated on the plans of development. <p>Stage 8</p> <ul style="list-style-type: none"> (1) 20 enclosed resident spaces; (2) Exclusive use resident spaces as indicated on the plans of development; and (3) 5 visitor spaces. <p>The enclosed resident spaces and the exclusive use resident spaces must be fully contained within the Lot or an exclusive use area for the applicable unit and may be provided in accordance with the approved staging plan.</p> <p>The visitor spaces, spaces for persons with a disability and the car wash bays must be contained within the common property of the development and may be provided in accordance with the approved staging plan.</p> <p>Provide for the manoeuvring of car spaces, on-site, generally in accordance with the approved plan (as amended). Car spaces, access lanes and driveways shown on the approved plan must not be used for any other purpose.</p>
66	<p>DP52 Advice to Purchasers Regarding Building Envelopes</p> <p>In respect of the building envelopes, the Owners are advised of the approved plans for the Multiple Dwelling Units and the requirement to comply with the Material Change of Use approval for all Lots.</p>
67	<p>DP69 Advice to Purchaser's Regarding Acoustics - Reconfiguring a Lot</p> <p>The Owners of Lots 1-15, 165-176 are advised that a suitably qualified acoustic consultant is to conduct an assessment of the building design and construction for buildings on these Lots. Residential dwellings are to be sited and constructed to comply with AS 3671 - Acoustics - Road Traffic Noise Intrusion - building siting and construction with indoor noise levels to meet:</p> <ul style="list-style-type: none"> (i) The internal noise limits recommended in AS/NZS 2710 Acoustics - Recommended design sound levels and reverberation times for building interiors. (j) An Average L_{max} (10.00 pm to 6.00 am) not greater than 50dB(A) for living areas and bedrooms.
Advice 1	<p>DEA509 Property Note - Site Access - Restricted Location</p> <p>It is a condition of the approved development that attaches to and remains with the</p>

Condition No	Particulars
	land that vehicular access to the development directly from Alma Road is restricted to the access point shown in the approved layout plan for traffic management and safety reasons.
Advice 2	<p>DPAU Property Note - Private Sewerage Pump Station - Amenity</p> <p>Units within this development complex may be impacted by way of noise and odour nuisance from the private sewerage pump station on-site. Residents should seek advice with regard to the specific location of their unit in relation to the pump station and potential noise and odour impacts.</p>