

property that are subject to wear and tear by residents. That has not been given any consideration in determining the differences in lot entitlements in this scheme.

(e) The market value of the lots

The market value of the lots in this scheme are different, however the differences in market value is attributable, in the main, to the matters referred to in paragraph (b) above. As those matters have already been taken into account when considering other factors, this factor does not contribute in any way to the differences in the contribution schedule lot entitlements.

## **2. The Interest Schedule Lot Entitlements**

2.1 The market value principle is the principle that has been used for deciding the interest schedule lot entitlements for the Lots included in this Scheme.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Not Applicable

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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## **BY – LAWS**

### **Definitions and Interpretation**

1.1 In these by-laws unless the context otherwise requires:

“**Act**” means the Body Corporate and Community Management Act 1997;

“**Body Corporate**” means the Body Corporate formed under the Act;

“**Building**” means the building or buildings and other fixed structures erected on the Scheme Land;

“**Committee**” means the Committee of the Body Corporate elected in accordance with the Act;

“**Common Property**” means the property described as such in the Scheme;

“**Developer**” means Felix Street Pty Ltd ACN 601 881 025 trustee under instrument 716248931, 716248929 & 716372888;

“**Local Government**” means the local government in whose area the Scheme Land is located;

“**Lot**” or “**Lots**” means a Lot in the Scheme;

“**Guest**” means any person who is visiting an Occupier of a Lot in that Lot, in the Building or otherwise on the Scheme Land;

“**Occupier**” includes the Owner or Occupier of a Lot in whatever capacity;

“**Owner**” includes any person or corporation who owns or otherwise has ultimate control of a Lot;

“**Requirement**” means any requirement or authorisation of any statutory body, local government or governmental or other authority which is necessary or desirable under any law or regulation and includes the provisions of any statute or by-law under the Act;

“**Scheme**” means Libertà Community Titles Scheme;

“**Scheme Land**” means the land in the Scheme;

“**Services**” in relation to the Lots and the Common Property includes all gas, electricity, telecommunication, cabling, water, sewerage, fire prevention, ventilation and security services;

**“Services Infrastructure”** means any infrastructure for the provision of the Services;

**“Vehicle”** includes a motor car, truck, motor cycle, trailer, boat and caravan.

- 1.2 Headings are included for convenience only and are not to be used in the interpretation of the by-laws.
- 1.3 Plurals will include the singular and singular will include the plural.
- 1.4 Reference to persons include; natural persons, bodies corporate, corporations sole and other bodies.
- 1.5 References to gender will include all other genders.
- 1.6 A reference to a by-law includes any variation or replacement of the by-law.
- 1.7 Where these by-laws provide that:
  - (a) Something will not be done, an Owner or Occupier of a Lot is not to attempt to do that thing or permit that thing to be done;
  - (b) An Owner or Occupier of a Lot must obtain the consent of the Body Corporate, that consent may be given by the Committee.
- 1.8 Where a term or expression is used by is not defined in these by-laws, it will have the same meaning given to it in the Act.
- 1.9 If any by-law or the application of it is or becomes invalid or unenforceable, the remaining by-laws will not be affected and each remaining by-law will be valid and enforceable to the fullest extent permitted by law.

## Noise

2. The Occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

## Vehicles

- 3.(1) The Occupier of a lot must not, without the body corporate’s written approval -
  - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
  - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors vehicles.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

## Obstruction

4. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

**Damage to lawns etc.**

- 5.(1)** The occupier of a lot must not, without the body corporate's written approval -
- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) use a part of the common property as a garden.
- (2)** An approval under subsection (1) must state the period for which it is given.
- (3)** However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**Damage to common property**

- 6.(1)** An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2)** However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the color, style and materials of the building.
- (3)** The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**Behaviour of invitees**

- 7.** An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

**Leaving of rubbish etc. on the common property**

- 8.** The occupier of a lot must not leave the rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**Appearance of lot**

- 9.(1)** The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2)** The occupier of a lot must not, without the body corporate's written approval -
- (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
- (3)** Notwithstanding the provisions of clause 9.(1) above, all balconies and terraces shown on the approved drawings and documents must (a) remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures or (b) ensure that balconies with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening are consistent with the relevant Brisbane Planning Scheme Codes and clearly depicted on the approved drawings and documents. Any screening above the balustrade and on the front of the balcony is to be retractable and shall only enclose a portion of the balcony when fully extended.

**Air conditioning**

- 10.(1)** Air conditioners shall not be installed on any lot or common property without prior written consent of the committee of the body corporate such consent to be given on the submission of full design specifications of the property air conditioning to be installed to the body corporate. Consent may be given conditionally and particular

regard shall be had to noise and or emissions of the proposed air conditioning system/ Subject to the consent, an owner or occupier of a lot shall choose the location of any air conditioners with care so that same does not cause discomfort to neighbours. Evaporative air conditioners shall be low profile and be of neutral colour so as not to be visible from the street and no window air conditioners shall be allowed.

(2) Each owner must ensure that screening for any externally mounted air conditioning or mechanical plant installations accord with the following requirements:

- (a) no unscreened installations on the site are to be visible from the surrounding site; and
- (b) any installation which is required to be located on a roof, wall or garden area is to be appropriately screened or shaped according to the acoustic requirements of the approved local authority development package and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

### **Infectious diseases**

11. In the event that any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, happening in any lot, the owner or occupier of such lot shall give written notice thereof and pay to the committee the expenses incurred by the committee of disinfecting the lot and any part of the common property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any state or local authority act or regulation.

### **Storage of flammable materials**

12.(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in -

- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

### **Use of lots**

13.(1) Subject to by-law 34, an owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the development provided that the lot may be used as a home office on a condition that such use does not in any way interfere with the peaceful enjoyment of other lot owners or occupiers and the lot is not used as an office for a real estate agent or a letting agent.

(2) An owner or occupier of a lot shall not operate or permit to be operated upon any lot or common property any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

(3) An owner or occupier of a lot shall not use any water closets or other fixtures in the building for any purpose other than for which there were constructed and shall not deposit or throw any sweepings, rubbish or solid into the same or otherwise cause the obstruction of common property drainage services.

### **Garbage disposal**

14.(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot.

(2) The occupier of a lot must -

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

(3) The occupier of a lot must not do anything that would result in the Body Corporate not complying with the Approval Conditions, in particular the condition requiring the storage and collection of refuse bins as per the relevant condition requiring removal in accordance with the plans and documents imposed by the Brisbane City Council and by arrangement with a waste contractor.

### Animals

15.(1) The occupier of a lot may keep one (1) cat or one (1) dog on the lot if, when fully grown, the cat or dog is less than 10kg in weight and 30cm in height at the shoulders and then only with the body corporate's prior written approval, which shall not be unreasonably withheld. The occupier to whom an approval is given shall not without the prior written approval of the body corporate -

- (a) bring or keep another animal on the lot or the common property; or
- (b) permit an invitee to bring, or keep another animal, on the lot or the common property.

(2) Any approval for the keeping of an animal granted by the body corporate may be granted with or without conditions. If conditions are imposed then the occupier shall comply with those conditions. Should the occupier fail to comply with any conditions that are imposed, then the approval may be withdrawn at the discretion of the committee.

### Cleanliness

16.(1) The occupier of a lot must keep that lot clean and pest free.

(2) The occupier of a lot must not do anything that would result in the Body Corporate not complying with the Brisbane City Council Approval Conditions, in particular the conditions relating to the cleanliness of the common property areas.

### Removals

17.(1) An owner or occupier of a lot shall not move any furniture, piano or safe into or out of its lot without having given prior notice to the person contracted as the caretaker for the body corporate or the committee of the body corporate and the moving must be done in the manner, by the route and at the time directed by the caretaker or committee.

### Security System

18.(1) The body corporate may operate a security system under which-

- (a) parts of the common property are secured against entry by unauthorised persons; and
- (b) locks and other security devices or procedures are used to implement the security system

(2) The body corporate is not liable for any loss or damage suffered to persons or property because;-

- (a) the security system fails or there is unauthorised entry to any part of the common property; or
- (b) the security system is not operating.



**Use of common property facilities**

**19.(1)** All owners and occupiers of lots in the scheme may use the facilities in the common property subject to the following rules which will, where appropriate, apply to all guests or invitees of the lot owners and occupiers:

- (2)** The common property facilities will not be used by guests or invitees unless accompanied by the hose, lot owner or occupier;
- (3)** Children below the age of twelve (12) years will at all times be accompanied by an adult owner or occupier exercising effective control over them;
- (4)** The common property facilities may only be used between the hours of 7:30 am and 9:30 pm unless arranged otherwise with the caretaker or committee;
- (5)** All cooking appliances and appurtenances thereto are to be used in a proper manner and to be turned off according to their operating instructions and such appliances and appurtenances are to be thoroughly cleaned after use;
- (6)** After the common property facilities are used the area is to be left in a clean and tidy state and available to the next user. Failing to comply with this may incur a cleaning cost;
- (7)** Common property and assets will not be defaced, damaged or removed;
- (8)** An owner or occupier of a lot must not without property authority operate, adjust or interfere with the operation of any of the facilities referred to in these by-laws;
- (9)** Notwithstanding this by-law the committee may, from time to time, make other rules regarding the common property or facilities including smoking on the common property and forms of reservation and the like;
- (10)** Notwithstanding any of the rules set out in this by-law the caretaker may, from time to time, limit access to any common property area or facility for such time as the caretaker considers reasonable for cleaning, maintenance or repair purposes;

**Storage**

**20.** The committee of the body corporate may at any time designate any appropriate part of the common property to be used as a storeroom for the purposes of the storage of materials by the caretaker and letting agent and may determine rules by which the caretaker and letting agent and/or other any persons nominated by the committee are given access to such designated areas.

**Auction Sale**

- 21.(1)** An owner of a lot must not permit any auction sale to be conducted or to take place on the common property without the written consent of the body corporate, but this by-law does not prohibit an auction sale being conducted in a lot.
- (2)** An occupier of a lot must not permit any garage sale or similar sale to be conducted or to take place in the garage that forms part of a lot or any garage area or other area over which that occupier has a right of exclusive use without the written consent of the body corporate.

**Bulk supply of utilities**

**22.(1)** The body corporate may at its election supply or engage another person to supply utilities in the scheme and in such case the following will apply:

- (a)** "Utility" means: electricity, gas, water, electricity metering, water heaters and the like;
- (b)** the body corporate has the power to sell or cause or authorise to be sold reticulated Utility, on the most economical basis, for the scheme from the relevant authority;

- (c) the body corporate has the power to sell or cause or authorise to be sold reticulated Utility to each owner or occupier in the scheme provided, however, that in respect of electricity supply, the body corporate charge must not exceed the lowest available tariff to the relevant owner or occupier for supply of the electricity direct from the relevant electricity authority;
- (d) each owner or occupier must purchase and use all utility consumed in the owners or occupier's lot direct from the body corporate and other entity as directed or required or authorised by the body corporate and must not purchase that utility from any other source;
- (e) the body corporate is not required to supply to any owner or occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- (f) the body corporate or entity supplying the relevant Utility ("the Supply Entity") may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent reasonably necessary for reimbursing the body corporate or the Supply Entity for supplying the services;
- (g) the body corporate or the Supply Entity may render accounts to each owner or occupier and such accounts are payable to the body corporate or the Supply Entity within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these by-laws, then an owner or occupier is liable, jointly and severally with any person who was liable to pay that Utility account when that owner or occupier became the owner or occupier of that lot;
- (i) in the event that a property account for the supply of the reticulated Utility is not pay by its due date for payment, then the body corporate or the Supply Entity is entitled to:
  - (A) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
  - (B) disconnect the supply or reticulated Utility to the relevant lot.

(2) The body corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

(3) The body corporate or the Supply Entity may, from time to time, determine a security deposit to be paid by each owner or occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

### **Expenditure of body corporate funds**

23. Where the body corporate expends any of its funds to rectify any breach of any law or these by-laws by an occupier of a lot, the body corporate may recover the amount spent as a debt from the owner of that lot by commencing proceedings against him.

### **Legal Proceedings**

24. The body corporate may commence or authorise the commencement of legal proceedings against any owner of a lot that owes money to the body corporate. The committee and/or the body corporate manager may take such action as they consider necessary to collect any levies that are overdue by 90 days or more, such action to include engaging either a debt collection agent or a solicitor with all costs of such action (including legal costs on a solicitor and own client basis) to be paid by the body corporate in the first instance, but debited to the account of the owner whose levies are in arrears

### **Interest**

25. If any moneys owing to the body corporate are unpaid 30 days after the due date for payment, the body corporate may charge interest on those moneys at such rate as the body corporate may from time to time determine. Unless and until the body corporate by ordinary resolution in general meeting decides to the contrary, the rate of interest to be charged shall be determined to be 2.5 percent per month.

### **Contractors and Workmen**

26. Except with the written consent of the body corporate, no occupier or owner of a lot will give directions to any contractors or workmen employed by the body corporate.

**Rules**

27. The body corporate committee may make rules about the common property and body corporate assets not inconsistent with these by-laws. All such rules must be observed by the owners and occupiers of lots but such rules will be of no effect unless ratified by an ordinary resolution of owners passed at a general meeting of the owners held within 12 months of their commencement.

**Bicycles, etc**

28. An occupier of a lot must not without the written approval of the body corporate ride or permit the riding of any bicycle, skateboard, roller blades or similar thing on the common property.

**By-laws to be displayed**

29. If an owner lets or leases a lot then the owner must give to the tenant or occupier a copy of these by-laws and must keep a copy of them displayed in a prominent place on the lot.

**Landscaping**

30. The body corporate and the Owners shall ensure that the landscaping is at all times maintained in accordance with a detailed landscape plan, as approved by the Brisbane City Council.

**Authorised Allocation**

31.(1) The owner of a lot will be entitled to the exclusive use and enjoyment of those parts of the common property nominated in writing as an authorised allocation by the original proprietor to the body corporate within 12 months after the recording of the Community Management Statement which includes this by-law.

(2) Each occupier of a lot to which an authorised allocation attaches must:-

- (a) use it in a way not likely to interfere with the peaceful enjoyment of another lot or the common property including another exclusive use area;
- (b) keep the area in good repair and condition and be responsible for all repairs and maintenance within that area
- (c) use it only for the purpose for which the allocation was granted; and
- (d) keep it tidy and free from rubbish.

**Exclusive Use**

32.(1) The owner of the lots identified in Schedule E is entitled to exclusive use of the area allocated therein and as identified on the sketch plan marked "B" attached hereto.

(2) Each occupier of the lot identified in Schedule E as being entitled to the exclusive use of a certain area must:-

- (a) use it in a way not likely to interfere with the peaceful enjoyment of the other lot or the common property;
- (b) keep the area in good repair and condition and be responsible for all repairs and maintenance within that area
- (c) use it only for the purpose for which the allocation was granted; and
- (d) keep it tidy and free from rubbish.

**Loading Bay**

33.(1) Subject to by-law 27.(1)(d), an Owner or Occupier of a Lot must not park or stand any vehicle in the area of Common Property designated as the loading bay.



### Special Rights for Caretaking Service Contractor

**34.(1)** Where the Body Corporate has engaged a service contractor to perform caretaking duties at the Scheme and has authorised a letting agent to conduct a letting business for the scheme then:

- (a) no other Owner or Occupier of a Lot will be permitted to conduct any business from within the Scheme that is similar to the business conducted by the service contractor or letting agent;
- (b) the service contractor or letting agent is entitled to (but not obliged to) conduct its business from any Lot in the Scheme;
- (c) the service contractor or letting agent is entitled to, without further approval from the Body Corporate, display signage on its lot and on the Common Property for the purpose of advertising its business, on the condition that such signage is in keeping with the style and quality of the Scheme;
- (d) the service contractor or letting agent, along with any other contractors authorised by the Body Corporate from time to time, is entitled to use the loading bay for parking a vehicle.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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### Lots Affected by Service Easements and Statutory Easements

Lots on Plan	Statutory Easement	Service Location Diagram Showing Service Easements
Common Property of Libertà CTS	Stormwater Drain, Sewer, Water Supply Electricity	The diagram marked "A" attached hereto
Lot 1 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 2 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 3 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 4 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 5 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 6 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 7 on S.P. 277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 101 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 102 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 103 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 104 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 105 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 106 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 107 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 201 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 202 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto
Lot 203 on SP277312	Sewerage, drainage, support shelter and projection	The diagram marked "A" attached hereto