

1. It is acknowledged that where two or more Lots are owned by the one Owner, the Owner may amalgamate the Lots to create one Lot. In such circumstances the lot entitlements of the Lots being amalgamated will be added together to give the lot entitlement for the new Lot.
2. For the purposes of Section 66(1)(dc) of the *Body Corporate and Community Management Act 1997* ("the Act"), the Interest Schedule Lot Entitlements reflect the respective market values of the Lots.
3. For the purposes of with Section 66(1)(db) of the Act the contribution schedule principle under Section 46(7) of the Act on which the Contribution Schedule Lot Entitlements have been decided is the Relativity Principle.
4. The Relativity Principle was used when deciding the Contribution Schedule Lot Entitlements for the individual Lots to clearly demonstrate the relationship between the Lots by reference to one or more particular relevant factors.
5. The relevant factors demonstrating the relationship between the Lots include the following:
 - (a) Each Lot start with an equal base of Contribution Schedule Lot Entitlements which recognises that each Lot benefits equally in respect of certain items such as secretarial fees, audit fees, printing, postage and outlays. Further, it recognises that there are parts of the Common Property that are equally used by all Lots;
 - (b) Additional Contribution Schedule Lot Entitlements are added to the base figure of each Lot which acknowledges that the impact the Lot has on the costs or servicing costs the Body Corporate would incur for maintaining the Common Property differs given the nature, features and characteristics of the Lots including:-
 - (1) the different levels on which the Lots are located relative to the insurance valuation;
 - (2) the internal area of the Lots (including the value of the lot);
 - (3) the external surface of the Lots;
 - (4) the purposes for which the Lots may be used given the Commercial Lot may only be used for commercial and/or retail purposes;
 - (5) other such cost factors (for example lift costs, on-site management costs, sinking fund costs (eg. painting)).

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* do not apply.

SCHEDULE C	BY-LAWS
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DEFINITIONS

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

"Act" the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

"Approved Drawings" or "Approved Drawings and Documents" means the drawings, plans and related documents as approved under the terms of the Brisbane City Council Decision Notice A003896238 dated 12 March 2015 including any further permits required or amendments made to that decision notice.

"Body Corporate" means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

"Body Corporate Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

"Building/s" means the building/s and all improvements comprised in the Development (including the building of which the Lot will be part).

"Building Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the service contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Commercial Lot" means Lot 3 on SP280557 or any other lot from time to time which may only be used for the purposes and on the conditions set out in **by-law 42**.

"Committee" means the Body Corporate Committee appointed pursuant to the Act.

"Common Property" means the common property created upon establishment of the Scheme and being so much of the Building and Scheme Land which is not comprised in any Lot.

"Decision Notice" means the Decision Notice specified in the Approved Drawings and Documents.

"Development" means the residential complex comprising of forty-five (45) lots for residential purposes, any commercial lot, communal facilities and the Common Property of the Scheme.

"Letting Agent" means the person(s) or organisation authorised to conduct letting services in relation to the Scheme Land (if any) pursuant to the Service Contractor and Letting Agreement for the Scheme.

"Lot" means a lot in the Scheme.

"Occupier" means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

"Original Owner" means Chalk Street JV Pty Ltd ACN 168 796 094.

"Owner" means the registered Owner from time to time of a Lot.

"Owner's Invitees" or **"Invitees"** means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

"Regulation Module" means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

"Scheme" means the Trillion on Chalk Community Titles Scheme established pursuant to the Act.

"Scheme Land" means all the land referred to in the Building Format Plan for the Scheme.

"Service Contractor and Letting Agreement" means the service contract and letting agreement entered into (or to be entered into as the case may be) between the Body Corporate and the Building Manager, as amended from time to time.

RULES FOR INTERPRETATION

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do anything extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on an Owner not to do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner's Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner's Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;

- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given to obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

BY-LAWS

1. Car Parks

- (a) The following vehicles are permitted to be parked in a Lot's car park either forming part of the Lot or allocated to the Lot by way of exclusive use ("Car Park"): motor car or motor bike.
- (b) The Occupier of a lot must not, without the Body Corporates' written approval:-
 - (i) park a vehicle, or allow a vehicle to stand on the Common Property;
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (c) An approval under **by-law 1(b)** must state the period for which it is given, with the exception of designated visitor parking.
- (d) However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- (e) The following vehicles are only permitted to be parked in a Lot's Car Park after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (f) An Owner or Occupier must not reside in a caravan, campervan or the like parked on Common Property or the Lot or the Lot's Car Park at any time whatsoever.
- (g) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the Car Parks forming part of a Lot or the subject of exclusive use area/s except where the Car Park is an enclosed garage and to pay for any such service out of administration fund levies.

2. Roads and Other Common Property

An Owner or Occupier shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or a Lot's Car Park;
- (b) park a vehicle, or allow a vehicle to stand, on the Common Property, unless that part of the Common Property is allocated to their Lot by way of exclusive use.
- (c) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (d) permit any Invitees' vehicles to park or allow a vehicle to stand on the Common Property, except for the designated visitor car parks which must remain available at all times for the sole use for visitors for the purpose of casual car parking;
- (e) exceed the speed limit signed throughout the Development;

- (f) allow children under the age of thirteen (13) to cycle, skateboard, rollerblade or scooter on the roadways, pathways, drives and other Common Property unless they are accompanied by an adult Owner or Occupier exercising effective control and supervision over them and any such activity is to be in accordance with applicable Legislation (Transport Operations: Road Use Management - Road Rules Regulation 2009), at the time as if the roadway within the Common Property was a public roadway; and
- (g) allow service vehicles used by tradesmen, builders or contractors working on Lots be parked or driven on the Common Property between the hours of 6.00pm and 7.00am each day. The Owner or Occupier of a Lot must ensure that the roadways are cleaned at the end of each day where a vehicle driven by a builder tradesmen or contractor invited onto the Common Property by the Owner or Occupier leaves marks, debris or other material on the roadway.

3. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

4. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

5. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

6. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) only dispose of rubbish in ways approved by or specified by the Committee;
- (c) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage; and
- (e) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish.

7. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards included but not limited to:-

- (i) An Owner shall not hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or any part of an exclusive use area(s) allocated to their Lot in such a way as to be visible from the Common Property or any other Lot;

- (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever;
- (iii) An Owner shall not close in balconies, terraces or courtyards (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Council);
- (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee;
- (v) An Owner of a Lot which contains a balcony, terrace, courtyard or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, courtyard or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use;
- (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot:
 - (1) are kept and maintained in good health and condition;
 - (2) do not extend beyond the boundaries of the Lot or the exclusive use area(s) allocated to their Lot; and
 - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (vii) An Owner must take care when watering or carrying out maintenance on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot so as to cause minimum disturbance to any other Owner or Occupier;
- (viii) An Owner shall not install external blinds or sun control devices upon the exterior of a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council;
- (ix) An Owner shall not install externally mounted air conditioners or mechanical plant to a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council.

(b) The Committee may implement any additional rules and standards as it considers appropriate.

8. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot or in an exclusive use area(s) allocated to their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots or an exclusive use area(s) allocated to the Lot.

9. Keeping of Animals

- (a) Subject to the provisions of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep one (1) (unless otherwise approved by the Committee) cat and/or dog on the Lot on the following conditions:
 - (i) The animal must not disturb other Owner or Occupiers;
 - (ii) The animal must be a domesticated pet;
 - (iii) The animal must be toilet trained;

- (iv) The animal must be licensed and immunised;
 - (v) The animal must be carried or kept on a leash whilst on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
 - (vi) The animal must wear an identification tag clearly showing the animal's Owner, address and telephone number;
 - (vii) The animal must be kept clean, quiet and controlled at all times whilst on the Lot and on a leash when on Common Property;
 - (viii) The Owner of an animal must clean up after the animal whilst the animal is on the Common Property;
 - (ix) The Owner of an animal must not leave the animal alone on a balcony of a Lot overnight;
 - (x) The Owner of an animal must not leave the animal alone inside a Lot overnight;
 - (xi) The Owner of an animal must take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or any other Lot.
- (c) Subject to **by-law 9(b)**, an Owner must obtain written approval from the Committee to bring or permit an Invitee to bring an animal onto the Lot or the Common Property.
- (d) In addition to the conditions set out in **by-law 9(b)**, the Committee may implement any further conditions as it deems appropriate.
- (e) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this by-law and by the Committee are not met.

10. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

11. Right of Entry

An Owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

12. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Environmental Protection (Noise) Policy 2008*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (c) Invitees leaving between the hours of 10.00pm and 7.00am shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot between the hours of 10.00pm and 7.00am.

- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way 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.

13. Use of Lots

An Owner shall not use a Lot or permit the same to be used otherwise than as a residence, except for the Commercial Lot which may only be used for the purposes and on the conditions set out in **by-law 42** and save and except the Original Owner who may use or cause to be used any Lot in accordance with **by-law 24**, 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.

14. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Owner of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall 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.

15. Alteration to Lots, Buildings and Common Property

- (a) An Owner of a Lot must not without the Committee's written approval make a change to the external or internal structure of the Lot or the external appearance of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any acoustic treatments made to the Building.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.

16. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot. However, the consent of the Body Corporate will not be required provided the backing of the window covering is white as seen from the exterior of the Building.

17. Maintenance of Lots

An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.

18. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

19. Taps

An Owner shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

20. Water Closets and Conveniences and Fire Hose/s

- (a) The water closets and conveniences and other water apparatus including waste pipes, drains and fire hoses (if any) located on the Common Property shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- (b) Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes, fire hoses and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

21. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property.
- (b) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or their Invitees or Occupiers.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

22. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in their Lot or any part of the Common Property which comes to their knowledge and the Committee and/or the Building Manager shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

23. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting, cleaning the external surfaces of all Building and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan. All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.
- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- (c) Insurance

- (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
- (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
- (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.
- (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

24. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

25. Instructions to Contractors etc.

An Owner shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

26. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

27. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

28. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

29. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the Scheme.

30. Power of Committee

The Committee may make rules relating to the Common Property and in particular in relation to any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

31. Recovery of Costs

- (a) An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Owner by the Body Corporate pursuant to the Act.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

- (c) Interest

If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment, then 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 resolution has been made, then at a rate of 2% per month or any part thereof.

- (d) Joint Liability

If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest.

- (e) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

32. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

33. Moving of Furniture

An Owner shall give at least twenty-four (24) hours' notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

34. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
 - (i) cause to be established and to be maintained an electricity supply system and/or gas supply system ("System") for the Development; and
 - (ii) as an on-supplier:-
 - (1) purchase Energy from an Energy supplier; and

(2) on-supply Energy to Owners.

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

- (i) the supply of Energy to the Body Corporate by an Energy supplier;
- (ii) the on-supply of Energy to Owners;
- (iii) the installation of service infrastructure and its uses in connection with the System,

including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.

(c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.

(d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its Administrative Fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.

(e) If the Body Corporate operates and maintains a System under this by-law, it may:-

(i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-

- (1) Energy supply;
- (2) installation and connection to the System;
- (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
- (4) disconnection and reconnection fees;
- (5) advance payments or security deposits to be provided in connection with Energy supply through the System.

(ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;

(iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;

(iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:

- (1) 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;
- (2) recover interest on any unpaid account;
- (3) disconnect the supply of Energy to the relevant Owner;
- (4) charge a reconnection fee to restore Energy supply to that Owner;

- (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the Energy supplier from which the Body Corporate obtains supply could provide at any given time.
- (h) Each Owner must:-
- (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
 - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
 - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
- (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

35. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities to the Development and in such case the following will apply:-

- (a) "Utility" means: water (potable and non-potable), telecommunications, cable TV and the like;
- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Development from any relevant Utility provider;
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Development;
- (d) The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Utility supplier could supply at any particular time;
- (e) The Body Corporate may charge for the Utility services (including for the installation of, and the costs associated with, infrastructure for the Utility services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility services;
- (f) The Body Corporate may render accounts to each Owner or Occupier as appropriate;
- (g) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (h) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
- (1) 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;
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
 - (3) recover interest on any unpaid account;
 - (4) charge a reconnection fee to restore the Utility supply to that Owner;
 - (5) increase the advance payment or security deposit for the Utility supply to the relevant Owner.

- (i) 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;
- (j) The Body Corporate 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 the reticulated Utility.
- (k) Nothing in this by-law obliges an Owner to purchase reticulated Utility from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Management of the Common Property and Special Privileges Use of Common Property

- (a) The Body Corporate may authorise the Building Manager or any Letting Agent (if any) the right to carry on the business of letting Lots in the Scheme and for that purpose shall enter into from time to time an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.
- (b) The Letting Agent (if any) may without the consent of the Committee display signs or notices for the purposes of offering for lease or for letting any Lot in the Scheme in or about the Common Property for the purposes aforesaid.
- (c) For as long as there is in existence an agreement with the Body Corporate for the Building Manager to provide services for the control, management and administration of the Common Property (a "Service Contractor Agreement") and/or an agreement for the Letting Agent (if any) to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-
 - (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Service Contractor Agreement and/or Letting Agreement;
 - (ii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Service Contractor Agreement and/or Letting Agreement;
 - (iii) The Building Manager and the Letting Agent (if any) will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Service Contractor Agreement and/or Letting Agreement;
 - (iv) The Body Corporate may confer on the Building Manager and the Letting Agent (if any) special privileges in respect of part(s) of the Common Property to use same in connection with the business carried out pursuant to the Service Contractor Agreement and/or the Letting Agreement;
 - (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Development nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Development; and
 - (vi) The Body Corporate must not make any part of the Common Property available to any other person or corporation for the purpose of conducting a letting business.
- (d) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas may be locked and access prohibited without the authority of the Body Corporate.

37. Security for Lots

- (a) An Owner or person authorised by him is permitted to install:-
 - (i) any locking or other safety device for protection of their Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects upon their Lot,

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

- (b) An Owner shall not disclose to any person other than any other person residing in the Development with the authority of the Owner or Occupier, the security code (if any) advised from time to time to the Owner or Occupier by the Body Corporate for security gate(s) and/or doors (if any) erected within the Development for the purposes of gaining access to any part of the Development.

38. Security Systems and Equipment

- (a) The Committee may install a security system or systems in the Building including implement security procedures and security equipment designed to prevent unauthorised entry to the Building (the "Security Systems").
- (b) The Committee may operate the Security Systems itself or delegate that responsibility to someone else or retain someone else to operate the Security Systems (including the Building Manager).
- (c) All security equipment installed on Common Property (if any) and used in connection with the provision of the Security Systems shall (with the exception of that equipment installed upon any Lot) be and remain the property of the Body Corporate.
- (d) All security equipment (if any) (with the exception of that equipment installed upon any Lot which shall be maintained at the cost and expense of the Owner of that Lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (e) Owners and Occupiers of a Lot must comply with the Security Systems and must not do anything that may detrimentally affect the Security Systems or its operation.
- (f) Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations) in accordance with any of procedures of the Security Systems.
- (g) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of any of the Security Systems put in place by the Body Corporate.

39. Security Access Cards and Keys

- (a) If the Body Corporate in the exercise of any of its powers under these by-laws restricts access of Owners or Occupiers to any part of the Common Property by means of a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charge or on payment of a deposit and thereafter make at its discretion additional numbers thereof available to Owners on payment of such reasonable charge as may be determined from time to time by the Body Corporate.
- (b) An Owner to whom any key or operating system is provided pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot by such Owner) to ensure the key or operating system is returned to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier.
- (c) An Owner shall not without the prior approval in writing of the Body Corporate duplicate the key or operating system and shall take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another Owner or Occupier.
- (d) An Owner or Occupier shall notify the Body Corporate if a key or operating system is destroyed or lost.

40. Exclusive Use Areas

- (a) The Owner for the time being of each Lot set out in Schedule E:
 - (i) is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E and identified on the plans attached and marked Annexure "A" ("Exclusive Use Area"); and
 - (ii) may only use the Exclusive Use Area for the Purpose identified in Schedule E and on the conditions specified in **by-law 42(d)** for each stated Purpose.
- (b) The Committee may implement any further rules in relation to Exclusive Use Area allocated to the Lot as it deems appropriate.
- (c) The Owner of each Lot is responsible for the cost of the maintenance and operating costs of the Exclusive Use Area.
- (d) The Purposes identified in Schedule E have the following meanings:-
 - (i) "Car Park" means that the Exclusive Use Area may only be used for the purposes of parking motor vehicles in accordance with by-law 1.
 - (ii) "Parallel Car Park" means that the Exclusive Use Area may only be used for the purposes of parking two (2) motor vehicles parallel to each other in accordance with by-law 1.
 - (iii) "Storage Areas" means that the Exclusive Use Area may only be used for the purposes of storing personal items and goods of an Owner. If any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes must be of domestic retail quantities and remain stored in their standard retail containers.
 - (iv) "Car Park and Storage Area" means in so far as it relates to that part of the Exclusive Use Area constructed as:
 - a. a Car Park, means that part of the Exclusive Use Area may only be used for the purposes of parking motor vehicles in accordance with by-law 1; and
 - b. a Storage Area, means that part of the Exclusive Use Area may only be used for the purposes of storing personal items and goods of an Owner. If any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes must be of domestic retail quantities and remain stored in their standard retail containers

41. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that certain conditions of the Decision Notice apply to the Development and to the extent that all such conditions are not separately set out in this Community Management Statement or otherwise provided for by the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree that they are aware of the following conditions:-

- (a) All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings. Any Community Management Statement is to contain a by-law which reflects the requirements of this condition.

42. Commercial Lot

- (a) Any Commercial Lot may be used for retail and/or commercial purposes only.
- (b) The Owner of any Commercial Lot must ensure that any portion of the Commercial Lot used for the preparation, handling, serving, storing or keeping of food and beverages for sale complies at all times with the requirements of the *Food Hygiene Regulations 1989* and the Food Safety Standards and must be approved by Council.

- (c) The Owner of any Commercial Lot is responsible for the maintenance and servicing of any air conditioning system installed within the Commercial Lot.
- (d) The hours of operation of any Commercial Lot are limited to 7.00am to 10.00pm daily.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. Services Location Diagram

Service Easements as defined in the Body Corporate and Community Management Act 1997 are present on the parcel. The appropriate location of these services are as shown on the Services Location Diagram attached and marked "Attachment "A".

2. Statutory and Service Easements

Each Lot, as specified below, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other has the benefit and burden of the statutory and service easements as follows:

Lot on Plan	Statutory Easement	Service Easement
1 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
2 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
3 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
101 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
102 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
103 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
104 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
105 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
106 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
107 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
108 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
109 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
110 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
201 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
202 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
203 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
204 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
205 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
206 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
207 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
208 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
209 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
210 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
301 on SP 280557	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage
302 on SP	support, shelter, projection & utility infrastructure	sewerage, telephone, electricity, stormwater, water, drainage