

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
1 on SP277936	57	57
2 on SP277936	57	57
3 on SP277936	54	54
4 on SP277936	57	57
5 on SP277936	57	57
6 on SP277936	57	57
7 on SP277936	72	72
8 on SP277936	72	72
9 on SP277936	57	57
10 on SP277936	56	56
11 on SP277936	58	58
12 on SP277936	58	58
13 on SP277936	56	56
14 on SP277936	57	57
15 on SP277936	59	59
16 on SP277936	59	59
17 on SP277936	57	57
<b>TOTALS</b>	<b>1,000</b>	<b>1,000</b>

The contribution schedule lot entitlements have been decided using the relativity principle. The relevant factor for the relativity principle in this case is the market values of the lots.

The interest schedule lot entitlements have been decided using the market value principle and reflect the respective market values of the lots.

<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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## **1 Interpretation**

### **Meaning or words**

1.1 The following words have these meanings unless the contrary intention appears.

**Act** means the *Body Corporate and Community Management Act 1997*.

**Assets** means personal property of the Body Corporate.

**Body Corporate** means the body corporate for the Scheme.

**Common Property** means the Common Property for the Scheme.

**Lot** means a lot that is part of the Scheme Land for the Scheme.

**Occupier** includes any person that must, by law, comply with these by-laws, and may include an owner or occupier of a Lot, as applicable.

**Regulation** means the *Body Corporate and Community Management (Accommodation Module) Regulation 1997*.

**Scheme** means the community titles scheme to which this community management statement relates.

**Scheme Land** means the land described as that in item 4 of this community management statement.

### Rules of Interpretation

- 1.2 In these by-laws unless the contrary intention appears:
- (a) a reference to a by-law includes any variation or replacement of it; and
  - (b) 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; and
  - (c) the singular includes the plural and vice versa; and
  - (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority; and
  - (e) a reference to any thing is a reference to the whole and each part of it; and
  - (f) 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; and
  - (g) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

## 2 Use of lots

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- 2.1 Subject to the provisions below, a Lot may only be used for residential purposes.
- 2.2 A person authorised by the Body Corporate to conduct a letting business for the Scheme may carry on such letting business from their Lot (or a Lot owned by their related entity).
- 2.3 Lots must be kept clean, maintained in good order and condition and kept free of rubbish and vermin.
- 2.4 An Occupier must not:
- (a) create noise likely to interfere with the peaceful enjoyment of the Lots and Common Property by other Occupiers;
  - (b) use a Lot for any purpose that may cause a nuisance or hazard;
  - (c) use a Lot for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land; or
  - (d) conduct an auction sale in the Lot or the Common Property, without the prior approval of the Body Corporate.
- 2.5 Despite any other provision in these by-laws, the original owner and its authorised persons may:
- (a) use any Lot it owns as a display apartment; and
  - (b) place any signs and other advertising material on its Lot or the Common Property.
- 2.6 Despite any other by-law, any owner other than the original owner may not erect any sign indicating the sale of a Lot within 12 months of creation of the Scheme.

### **3 Vehicles and parking**

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- 3.1 An Occupier must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or
  - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking (which must remain available at all times for the sole use of visitors).
- 3.2 An approval under by-law 3.1 must state the period for which it is given. However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier. To avoid doubt, an approval cannot be given to an Occupier to park in the designated visitor parking, which must remain available at all times for the sole use of visitors.
- 3.3 The Body Corporate is required to maintain the Common Property (including landscaping, parking, driveways, loading areas and other external spaces) in accordance with the approved plans and conditions for the Scheme Land.
- 3.4 The Body Corporate must ensure there are visitor parking spaces within the Common Property in accordance with the approved plans and conditions for the Scheme Land. Designated visitor parking must:
- (a) be used by bone fide visitors to the Scheme Land only;
  - (b) be clearly labelled as "visitor parking"; and
  - (c) remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour unrestricted access for bone fide visitors.
- 3.5 The Body Corporate must maintain the bicycle parking and any associated facilities in accordance with the approved plans and conditions for the Scheme Land.

### **4 Obstruction**

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- 4.1 An Occupier must not obstruct the lawful use of the Common Property by someone else.

### **5 Damage to lawns etc**

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- 5.1 An Occupier 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.
- 5.2 An approval under by-law 5.1 must state the period for which it is given. However, the Body Corporate may cancel the approval by giving 7 days' written notice to the Occupier.

### **6 Damage to common property**

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- 6.1 An Occupier 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.
- 6.2 Occupiers may not erect television or radio aerials or other communication receivers on the Common Property or Lots without the consent of the Body Corporate.
- 6.3 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 colour, style and materials of the building. Such a device must be kept in good order and repair.

### **7 Behaviour of invitees**

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- 7.1 Occupiers must take reasonable steps to ensure that their invitees comply with these by-laws and the community management statement.

7.2 An Occupier is liable for any damage caused to the Common Property by its invitees.

7.3 The owner of a Lot must give a copy of these by-laws to any Occupier of the Lot.

## **8 Appearance of Common Property**

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8.1 An Occupier must not leave 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.

8.2 An Occupier must regularly clear its post box at the entry to its Lot or the Scheme Land.

8.3 The Body Corporate must maintain suitable screening to all air conditioning equipment, lift motor rooms, plant and service facilities located at the top of or on the external face of the building in accordance with the conditions of the approval for the Scheme Land.

### **Landscaping and trees**

8.4 The Body Corporate must maintain any trees or other landscaping in accordance with the approved plans for the Scheme Land.

## **9 Lot alterations and appearance**

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9.1 An Occupier must not, without the Body Corporate's written approval, make any structural alterations to the interior of the Lot.

9.2 An Occupier 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.

9.3 An Occupier must keep their windows clean and promptly replace any broken window with glass of the same kind and weight as originally installed.

9.4 An Occupier must not, without the Body Corporate's written approval:

- (a) install or replace internal window coverings visible from outside the Lot, such as curtains, blinds or shutters (curtains with a white backing do not require approval);
- (b) hang washing, bedding, or another cloth article if the article is visible from outside the Occupier's Lot; or
- (c) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from outside the Occupier's Lot (except a real estate advertising sign for the sale or letting of the Lot if the sign is of a reasonable size and located on the street frontage of the Scheme Land).

### **Balconies and terraces**

9.5 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.

## **10 Storage of flammable materials**

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10.1 An Occupier must not, without the Body Corporate's written approval, store a flammable substance:

- (a) on the Common Property; or
- (b) in the Lot, unless the substance is used or intended for domestic purposes only.

10.2 However, this by-law 10 does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle or boat; 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.

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## 11 Garbage disposal

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- 11.1 Unless the Body Corporate provides some other way of garbage disposal, an Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose.
- 11.2 The Body Corporate must maintain any bulk bin storage and collection area in accordance with the conditions of the approval for the Scheme Land.
- 11.3 An Occupier must:
- (a) comply with all laws in relation to the disposal of garbage; and
  - (b) ensure that the Occupier does not, in disposing of the garbage, adversely affect the health, hygiene or comfort of other Occupiers.

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## 12 Keeping of animals

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- 12.1 An Occupier must not, without the Body Corporate's prior written approval (not to be unreasonably withheld), have or permit an animal to be on the Lot or the Common Property.
- 12.2 If the Body Corporate approves the keeping of dogs or cats, it must be on the following conditions:
- (a) the owner must take steps to avoid the animal or animals causing a nuisance or disturbance to other Occupiers, whether by smell, barking, leaving excrement on the Common Property or otherwise; and
  - (b) the Body Corporate may withdraw the approval if the owner:
    - (i) does not comply with these conditions after being given a reasonable opportunity to remedy; or
    - (ii) repeatedly breaches these conditions.

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## 13 Notice of accidents

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- 13.1 If an Occupier or an Occupier's employee, agent, contractor, customers or visitor is involved in an accident on Common Property, the Occupier must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

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## 14 Additional rules

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- 14.1 The Body Corporate may make additional rules and install signage about the use of any facilities or areas on Common Property from time to time that are not inconsistent with this community management statement.

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## 15 Exclusive use areas

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- 15.1 The Occupiers of Lots identified in schedule E have exclusive use of the areas as set out in the table in schedule E for the purposes set out in that table.
- 15.2 An Occupier having the benefit of an exclusive use enclosed garage or courtyard area is responsible for cleaning and maintaining that area. The Body Corporate is responsible for cleaning and maintaining all other exclusive use areas. However, an Occupier is responsible for repairing any damage caused by it or its agents, contractors or invitees.
- 15.3 The Body Corporate may approve the erection of a storage shed or other enclosure in the exclusive use area for a Lot, in accordance with the Regulation. The shed or enclosure remains the property of the owner of the relevant Lot and must be kept in good condition by the owner.

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## 16 Security system

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- 16.1 The Body Corporate may operate a security system, including CCTV cameras, under which Lots or parts of the Common Property are monitored to secure against unauthorised activity.
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- 16.2 The Body Corporate is not liable for any loss or damage suffered by any person due to a failure of the security system.
- 16.3 Occupiers must comply with any rules imposed by the Body Corporate in relation to the operation of the security system from time to time.

## **17 Air conditioning units**

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- 17.1 An Occupier must obtain the approval of the Body Corporate before installing an air conditioning unit, whether the unit is to be installed within the Lot or on Common Property.
- 17.2 An air conditioning unit installed on Common Property remains the property of the owner of the relevant Lot and if the unit is removed or replaced, the owner must make good any damage caused to the Common Property by the works.
- 18.3 The air conditioning unit must be maintained and kept in good condition by the owner.

## **18 Miscellaneous**

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### **Recovery of costs**

- 18.1 If the Body Corporate incurs costs or expenses because an Occupier does not pay an amount due to the Body Corporate or breaches these by-laws, the Act or the Regulation, the Occupier must pay the Body Corporate those costs or expenses within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.

### **Interest**

- 18.2 If a contribution levied under the Act remains unpaid 30 days after it falls due for payment then the amount of the unpaid contribution bears interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting from time to time.

### **Joint liability**

- 18.3 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.

### **Council indemnity**

- 18.4 All owners acknowledge that the Body Corporate is required to indemnify Brisbane City Council and its agents in respect of any damage to the pavement or other driving surfaces caused during the collection of rubbish from the Scheme by the Council.

### **Body Corporate agreements**

- 18.5 Subject to the Act, the Body Corporate may enter into agreements with any other party on such terms as it sees fit, including:
- (a) a body corporate management agreement, caretaking agreement or letting authority;
  - (b) an agreement with the original owner concerning the further development of the Scheme Land;
  - (c) an agreement with any Lot owner or authority regarding utility infrastructure or in relation to the supply of utility services; and
  - (d) an agreement to grant any lease, licence, occupation authority or special rights in relation to the Common Property (excluding any area already granted by way of exclusive use).