

By-Laws Virtuoso

SCHEDULE C BY-LAWS

IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

1 Definitions

1.1 In these by-laws:

"Act" means the Body Corporate and Community Management Act (Qld) 1997 or any modification or re-enactment of it and includes a regulation made under it

"Associate" has the same meaning as in the Act;

"Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Car Parking Areas" means any part of the Scheme Land whether part of a Lot or Common Property designated as bays for the parking of vehicles and any access way to or from the bays within the Scheme Land;

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the Common Property;

"Committee" means the Body Corporate committee;

"Common Property" means the common property of the Scheme;

"Community Management Statement" means the Community Management Statement containing these By-Laws;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Local Authority" means Brisbane City Council.

"Lot" or "Lots" means a lot or lots in the Scheme;

"Manager" means the person or persons appointed by the Body Corporate pursuant to the Act.

“Occupier” has the same meaning as defined in the Act.

“Original Owner” means Stockwell River Development Pty Ltd ACN 600 074 084;

“Owner” has the same meaning as defined in the Act.

“Regulated Parking Area” means an area of Scheme Land designated as being available for use, by invitees of Occupiers of Lots, for parking vehicles.

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

“Scheme” means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Virtuoso Community Titles Scheme;

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

“Services” means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

“Service Infrastructure” means any infrastructure for the provision of Services to the Scheme or any Lot.

2 Noise

An Owner or Occupier of a Lot, their guests, servants or agents must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3 Vehicles

3.1 An Owner or Occupier of a Lot must not:

- (a) park a vehicle, or allow a vehicle to stand, in a Regulated Parking Area; or
- (b) without the approval of the Body Corporate, park a vehicle, or allow a vehicle to stand, on any other part of the Common Property for any period longer than that approved by the Body Corporate; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, other than in a regulated parking area.

- 3.2 The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

4 Obstruction

An Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

5 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.

- 5.2 An approval under By-Law 5.1 must state the period for which it is given.

- 5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

6 Protected Trees on Common Property

- 6.1 An Owner or Occupier must not prune, climb, place signage upon, poison or in any way damage any trees on Common Property, and in particular must comply with an applicable law or regulation for the protection of the hoop and bunya pine trees on the Scheme land.

- 6.2 An Owner shall pay on demand the Body Corporate's costs and expenses (including solicitor and own client costs) and any fines or penalties incurred by the Body Corporate because of any breach of By-Law 6.1 by the Occupier.

7 Damage to Common Property

- 7.1 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.

- 7.2 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 colour, style and materials of the building.

- 7.3 The Owner of a Lot must keep a device installed under By-Law 7.2 in good order and repair.

8 Behaviour of invitees

An Owner or 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 someone else's peaceful enjoyment of the Common Property.

9 Leaving of rubbish etc. on the Common Property

An Owner or Occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of a Lot or the Common Property by someone else.

10 Appearance of Lot

10.1 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.

10.2 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.

10.3 By-Law 10.2(b) does not apply to a real estate advertising sign for the sale or letting of the Lot if the sign is of a reasonable size.

11 Storage of flammable materials

11.1 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

11.2 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.

11.3 This By-Law 11 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.

- 11.4 An Owner or Occupier of a Lot may maintain and operate anywhere within a Lot a barbeque (either gas or electric).

12 Garbage disposal

- 12.1 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, odour-free and fly-free, and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 12.2 The Occupier of a lot must ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots.
- 12.3 The garbage bins provided by the Body Corporate are for domestic waste only.
- 12.4 Household items such as furniture, bedding, whitegoods etc must not be placed in the garbage bins or the refuse room and must be disposed of by Occupiers at the Local Authority collection areas.

13 Keeping of animals

- 13.1 Subject to section 181 of the Act, an Occupier of a Lot must not, without the Body Corporate's written approval—
- (a) bring or keep an animal on a Lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on a Lot or the Common Property.
- 13.2 This by-law does not apply to pet fish.
- 13.3 If the Body Corporate gives an approval under Clause 13.1, the following conditions will apply to such approval:
- (c) The animal must not disturb other occupiers;
 - (d) The animal must be a domesticated pet;
 - (e) The animal must be toilet trained;
 - (f) The animal must be registered or licensed (as the case may be) and immunised;
 - (g) The animal must be carried or kept on a leash while on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
 - (h) The animal must wear an identification tag clearly showing the animal's owner, address, telephone number;

- (i) The Owner of the animal must clean up after the animal whilst the animal is on Common Property;
 - (j) The Owner of the animal must not leave the animal alone on a balcony of a Lot or inside a Lot overnight;
 - (k) The Owner of the animal must take appropriate measures to ensure the animal does not escape onto Common Property or onto another Lot;
 - (l) Subject to section 181 of the Act, animals are not allowed in any recreation area, unless designated for pet recreation use.
- 13.4 In considering any application for approval to keep an animal on a Lot or Common Property, the Committee must take into account Local Authority Requirements that may limit the number or size or type of animal and any other relevant information included in the Owner or Occupier's application for approval.
- 13.5 If challenged, the Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in this By-Law 13. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this By-Law are not met.

14 Pool

- 14.1 Only Owners and Occupiers and their guests and invitees are permitted to use the swimming pool area.
- 14.2 Children below the age of 12 years must not be in or around the pool unless accompanied by an adult Owner or Occupier exercising effective control over them.
- 14.3 Glass is not permitted to be taken into the swimming pool area.
- 14.4 Owners, Occupiers and their guests and invitees must exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the swimming pool area by other persons or interfere with the quiet enjoyment of Lots neighbouring the pool.
- 14.5 Pets are not permitted in the pool or surrounding pool area.

15 Gymnasium

- 15.1 Only Owners and Occupiers and their guests and invitees are permitted to use the gymnasium.

16 Acoustics

An Occupier must not without the prior approval in writing of the Body Corporate and subject to any reasonable conditions the Body Corporate may impose-

- 16.1 Remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or
- 16.2 Interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.
- 16.3 When removing or installing any hard floor surfaces pursuant to By-Law 16.1:
- 16.4 The insurance of the work during installation or removal is to be the responsibility of the Owner of the Lot;
- 16.5 All costs associated with the work are to be met by the Owner of the Lot;
- 16.6 Any Common Property damaged as a consequence of installation or removal must be fully rectified using the same materials (if the same cannot be sourced, then of similar type and of equivalent quality), at the expense of the Owner of the Lot;
- 16.7 The Owner of the Lot is to be responsible for the cleaning of the Common Property areas used to transport materials and waste relating to the installation or removal;
- 16.8 The Owner of the Lot is responsible for removal of all surplus materials from the Lot and Common Property;
- 16.9 The Body Corporate's costs in providing the approval, if any, are to be met by the Owner of the Lot;
- 16.10 When preparation of the floor is complete, prior to the new installation commencing, the Committee must be allowed the opportunity to inspect.
- 16.11 Upon completion of the flooring works, the Owner must notify the Body Corporate in writing verifying that the flooring applies to the standards referred to in By-Law 16.1.
- 16.12 The Owner and its contractor are only permitted to work between 8.00am to 4.00pm Monday to Friday, unless the Body Corporate approves in writing otherwise.

17 Use of Car Park

- 17.1 An Owner or Occupier must not erect or cause or allow to be erected on any car parking area or on the Common Property any fence, wall, barrier or impediment without the written consent of the Body Corporate.
- 17.2 An Owner or Occupier of a Lot may install a storage unit subject to approval from the Body Corporate and in compliance with any Requirements
- 17.3 Motor vehicles are to be washed only in such area or areas as the Committee may from time to time allocate as the vehicle wash bay/s.

18 Structural Alterations and Additions

- 18.1 No structural alterations are permitted to be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior written approval of the Committee but such approval shall not be unreasonably withheld. The Committee may impose conditions on its consent which are required pursuant to the Brisbane City Plan. The committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of the Lot must comply with all such requests. The Committee may engage an architect or other consultant to review any plans or specifications or monitor any work undertaken in relation to such alterations. The Owner of the Lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant.
- 18.2 No window may be covered with aluminium foil or other reflective material and, subject to any other By-Law, an Occupier of a Lot must not affix any shelters, awnings or other window covers externally to the building.
- 18.3 An Occupier of a Lot must not install, remove or replace any curtain backing, blind or window tinting unless the colour should ensure, so far as practicable that all curtain backings and window treatments are in colours sympathetic to the tones of the improvements on the Scheme Land so that all Lots present a uniform appearance when viewed from the Common Property or another Lot or from outside the Scheme Land. An Occupier must seek the consent of the Committee (which must act reasonably) where non-uniform appearance is sought.

19 No Erections on Lot or Common Property

An Owner or Occupier of a Lot shall not erect, construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding

of any kind within or upon Common Property without the approval in writing of the Body Corporate.

20 Use of Common Property

- 20.1 Common Property or any Body Corporate asset must be used for the purpose for which it was designed or intended.
- 20.2 Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency.

21 Aerials

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

22 Rules for Signs

The Committee may make and maintain rules regarding the number, size, colour, design and uniformity of signs which may be displayed, put up or affixed on Common Property.

23 Moving In/ Moving Out - Removal of Furniture, etc.

- 23.1 Any movement of furniture into or from the Scheme Land must be arranged with the Manager (as representative of the Body Corporate) at least one business day in advance.
- 23.2 The Manager will advise the correct procedure for padding the lift to avoid damage, and make available a lift key to enable the lift to be locked off while furniture is being moved.
- 23.3 Doors to lifts which are not locked for moving purposes must not be propped open.
- 23.4 Once furniture has been unloaded from the lift to the nearest foyer area the lift must be immediately unlocked for normal operations and not locked off until another load of furniture is ready to be moved.

24 Security System

24.1

- 24.2 An Owner or Occupier of a Lot must comply with the security procedures and must not interfere with the security system.

24.3 The Body Corporate is not responsible or liable for loss or damage sustained by any person caused directly or indirectly by:

(a) the security system not working or not working properly or as well could work; or

(b) somebody making an unauthorised entry onto the Land.

24.4 If the Body Corporate restricts the access of an Owner or Occupier to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or access cards as it determines available to Occupiers free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Occupiers upon payment of a reasonable charge as determined from time to time by the Body Corporate.

24.5 An Owner or Occupier to whom any key or any access card is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a Lot) to ensure its return to the Owner or the Body Corporate upon that person ceasing to be an Occupier.

24.6 An Owner or Occupier into whose possession any key or access card has come must not, without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Occupier and that they are not disposed of except than by returning them to the Body Corporate or Owner.

24.7 An Owner or Occupier who is issued with a key or access card must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or access cards must be paid by that Occupier.

25 Notice of Defects

An Owner or Occupier shall give the Committee prompt notice of any damage or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his or her knowledge and the Committee 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 they may deem necessary for the safety and preservation of the Building as often as may be necessary.

26 Air Conditioning

An Owner or Occupier shall be responsible for maintaining, servicing, repairing and replacing any air conditioning equipment servicing its Lot. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.

27 Exclusive Use Allocations

(A) Bicycle Storage

27.1 The Owners of Lots identified in Schedule E are granted the exclusive use of that part of the Common Property which is identified in Schedule E and identified on the plans attached and marked Exclusive Use Plan "A" for the purposes of bicycle storage.

27.2 An Owner to whom an allocation is made or authorisation is granted pursuant to this by-law:

- (a) must only use exclusive use area for the purposes for bicycle storage;
- (b) must not create a nuisance;
- (c) must keep the allocated exclusive use area clean and tidy and in good repair, at the Owner's own cost; and
- (d) must not enclose the allocated exclusive use area without the prior written consent of the Committee.

27.3 The Body Corporate, or such other person authorised by it may, upon giving reasonable notice (or no notice in the case of emergency), enter upon such exclusive use area (or part thereof) for the purposes of inspecting and carrying out works or effecting repairs and maintenance to the Service Infrastructure, the Common Property, the Lots or an adjoining Lot which are the responsibility of the Body Corporate.

(B) Courtyard/Garden

27.4 The Owners of Lots identified in Schedule E are granted the exclusive use of that part of the Common Property which is identified in Schedule E and is identified by the plan contained in Schedule "E", for use as a courtyard, on the following conditions:

- (a) the Owner may, subject to the Requirements of the local authority and these By-Laws, use the courtyard for any purpose which the Lot may be used;

- (b) Owners must keep their courtyard in a clean and tidy condition;
- (c) Owners acknowledge that services for the building may run through and across the courtyard and Owners must allow the Caretaker and any service contractors appointed by the Body Corporate access to the courtyard for the purpose of maintaining, repairing or replacing the services. The Body Corporate must provide reasonable notice to Owners of proposed access, except in the case of an emergency where no notice is required.

27.5 An Owner to whom an allocation is granted pursuant to this By-Law must—

- (a) only use the exclusive use area for the purpose of courtyard area;
- (b) not use the exclusive use area so as to create a nuisance to other Owners;

28 Requirements of the Development Approval

28.1 The Body Corporate and Owners must comply with the Requirements of the development approval obtained by the Original Owner permitting the development of the Scheme Land that relate to the Community Management Statement. The following represents an extract from the development approval relevant to the Community Management Statement:

- (a) All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures as part of this condition, other than where other conditions of this package require privacy screens, sun-shading devices or similar and those consistent with the relevant Residential Design Codes in the Brisbane City Plan or clearly depicted on the approved drawings;
- (b) The internal footpaths/pedestrian circulation routes, landscaping, driveway, and car/vehicle turning area as shown on the approved plans of layout is to be included in common property and is not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or tenancy;
- (c) All privacy screening devices are to remain fitted at all times;
- (d) Maintain parking on the site for a total of a minimum of 180 parking spaces. Of the total 180 parking spaces, a minimum of 168 car spaces are to be dedicated to residents at a rate of 1 car parking

space per unit, and a minimum of 12 car spaces are to be allocated as visitor spaces;

- (e) Maintain bicycle parking on site for a total minimum of 97 bicycle parks. Of the total 97 bicycle parks, a minimum of 77 secure bicycle stores are to be allocated for residents at a rate of 1 bicycle parking space per unit, and a minimum of 20 bicycle spaces are to be allocated as visitor parks;
- (f) Maintenance access to the landscape planters and mechanical plant is to be maintained at all times;
- (g) The landscape areas and communal grassed area is not to be included in any lot entitlement or exclusive use area;
- (h) Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public;
- (i) Maintain a suitable system of lighting, to operate from dusk to dawn, within all areas where the public will be given access including between vehicle entrances to the site and visitors car parking spaces;
- (j) The communal use area is limited to residential use only and is not to be used between 10pm to 7am;
- (k) Maintain all on site landscaping.

29 Recovery of Costs

29.1 An Owner must pay on demand the whole of the Body Corporate's cost and expenses (including solicitor and own client costs and any GST properly chargeable in respect of those costs and expenses) in connection with:

- (a) recovering levies or monies payable to the Body Corporate pursuant to the Act or these by-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these by-laws; and
- (b) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.

29.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

29.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:

- (a) may take action for the recovery of those costs in a Court of competent jurisdiction; and/or
 - (b) enter such costs and expenses against the levy account of the Owner.
- 29.4 In this By-Law, reference to an Owner includes a reference to a mortgagee in possession of any Owner's Lot.
- 29.5 The Body Corporate may include any costs payable to it under this By-Law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.