

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IT WAS RESOLVED that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-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

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entitles at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires:-
  - “Act” means the *Body Corporate and Community Management Act 1997 (as amended)*;
  - “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 committee of the Body Corporate elected in accordance with the Act

“Common Property” means the common property of the Scheme;

“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;

“Lot” or “Lots” means a lot or lots in the Scheme;

“Management Statement” means the Community Management Statement containing these By-Laws;

“Manager” means the person or persons appointed by the Body Corporate at any time pursuant to 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.

“Member” or “Members” means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

“Original Owner” means Stockwell River Development Pty Ltd ACN 600 074 084 together with its successors and assigns;

“Requirement” means any requirement, or authorization, 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**

2.1 A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using Common Property.

2.2 Subject to clause 2.4, a Member must ensure:

2.2.1 The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;

2.2.2 No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;

2.2.3 No musical instrument is played in the Lot between 10.00 pm and 8.00 am; and

2.2.4 Any Invitee departing the Lot after 10.00 pm leaves quietly.

- 2.3 In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

### **3 Acoustics**

- 3.1 A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose-

- 3.1.1 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
- 3.1.2 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.

- 3.2 When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-

- 3.2.1 the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;
- 3.2.2 all costs associated with the work are to be met by the Member of the Lot;
- 3.2.3 any Common Property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;
- 3.2.4 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;
- 3.2.5 the owner of the Lot is responsible for removal from the Lot and any Common Property of all surplus materials;
- 3.2.6 the Body Corporate costs in providing the approval are to be met by the owner of the Lot;
- 3.2.7 upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
- 3.2.8 the Member of the Lot's contractor must park in the Member's allotted car space; and
- 3.2.9 hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

### **4 Behaviour of invitees**

- 4.1 A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using Common Property.

- 4.2 A Member must not, without the Body Corporate's written approval:

- 4 2.1 Ride a bicycle, skateboard, scooter, or rollerblades on the Common Property; or

- 4.2.2 Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the Common Property.

## **5 Auction Sales**

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

## **6 Vehicles**

Save where a by-law made pursuant to Section 171 of the Act authorises him so to do, a Member shall not park or stand any motor vehicle or other vehicle upon Common Property except with the consent in writing of the Body Corporate. Vehicles must be driven at a safe speed and in a safe manner.

## **7 Use of Car Park**

- 7.1 Any motor vehicle or other vehicle on the Car Parking Areas must be kept in a roadworthy condition,
- 7.2 Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any Car Parking Areas. The Caretaker will have the right at all times to enter any Car Parking Areas for the purpose of removing any spilt oil or other fluids and the Member responsible for any spillage on the Car Parking Areas may be levied with the cleaning costs.
- 7.3 The Car Parking Areas must be kept in a tidy condition free of all litter, The Car Parking Areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.4 Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the Car Parking Areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.
- 7.5 Owners shall not park or stand any motor vehicle, boat or trailer (as the case may be) upon the Scheme Land except within the confines of their Car Parking Area of the Lot.
- 7.6 Members shall ensure that their invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 7.7 The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the Common Property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.
- 7.8 The Body Corporate must maintain the Car Parking Areas exclusively for the ancillary use of the Scheme. Parking is 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 Building advertising the availability of car parking to the general public.

## **8 Obstruction**

A Member shall not obstruct lawful use of Common Property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the Common Property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

## **9 Structural Alterations and Additions**

No structural alteration shall 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 permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

In no circumstances shall a Member carry out any external additions (including without limitation the installation of blinds, shutters, glazing, louvers or similar permanent structures) which enclose any of the balconies or terraces to any Lot (including without limitation the roof terraces).

For absolute clarity, all balconies and terraces, are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies.

## **10 No additions Car Parking Area**

10.1 No Member shall erect or cause or allow to be erected on any Car Parking Area or on the common area property any fence, wall, barrier or impediment without the written consent of the Body Corporate.

10.2 Storage units are permitted however buyer must gain approval from the Body Corporate prior to purchasing and installing unit.

## **11 No Erections on Lot or Common Property**

A Member 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 a lot or on Common Property without the approval in writing of the Body Corporate.

## **12 Windows**

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

Where any window of a habitable room is within 5 metres of the property boundaries other than a road frontage, provide:

- (a) high level window (sill height above 1.8m); or
- (b) vertical window with fixed opaque glazing treatment in any part of the window below 1.8m above floor level; or
- (c) an alternative form of window screening as agreed to in writing by the Team Manager, Planning Services South, Development Assessment Branch, Brisbane City Council.

### **13 Water Apparatus**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

### **14 Appearance of building**

Subject to by-law 17, a Member shall not except with the consent in writing of the Body Corporate, hang any washing, article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white backing or lining.

### **15 Aerials**

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

### **16 Rules for Signs**

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

### **17 Specific Signage**

- 17.1 It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the Common Property.
- 17.2 The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.
- 17.3 The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements.

### **18 Damage to gardens, etc. on Common Property**

A Member shall not:-

- 18.1 damage any garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- 18.2 except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the Common Property.

## **19 Damage to Common Property**

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

## **20 Depositing rubbish etc. on Common Property**

A Member shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the Common Property,

## **21 Garbage**

A Member shall:-

- 21.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his Common Property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage which must be emptied regularly;
- 21.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 21.3 Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and
- 21.4 Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

## **22 Keeping of Animals**

- 22.1 Subject to section 181 of the Act, a Member may keep an animal on a Lot with approval of the Committee as long as such animal will not be greater than 10 kilograms in weight when fully grown. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot. To remove any doubt, the Committee will not approve the keeping of an animal which is or will be when fully grown greater than 10 kilograms in weight.
- 22.2 For the purpose of this by-law, “animal” includes without limitation, dogs, cats, fish and birds.
- 22.3 By-law 22.1 is subject to the following conditions:-
  - 22.3.1 Each Member is liable to all other Members for any unreasonable nuisance, noise or Injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member
  - 22.3.2 The animal must be restricted to the Member’s Lot and any area set aside for the exclusive use of that Lot.

- 22.3.3 The animal must be properly restrained or controlled at all times
- 22.3.4 Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member
- 22.3.5 If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

## **23 Keeping Lots Clean**

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

## **24 Maintenance by Body Corporate**

### **24.1 Planter Boxes on Ground Level**

- 24.1.1 The Body Corporate will maintain all ground level planter boxes and turf in the Scheme to the extent that such area forms part of a Common Property (including exclusive use Common Property).
- 24.1.2 An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

### **24.2 Screens to balconies**

- 24.2.1 The Body Corporate will maintain all screens to balconies.
- 24.2.2 An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

## **25 Washing Motor Vehicles**

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

## **26 Not to Litter**

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

## **27 Notification of Infectious Disease**

In the event of any Infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given,



written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

### **28 Not to use Chemicals**

A Member shall not use or store upon this Lot or upon the Common Property any flammable chemicals, fluids, or gas or other material in any other way cause or increase a risk of fire or explosion in his Lot.

### **29 Doors and Windows to be Fastened**

All doors and windows to any buildings on lots shall be securely fastened on all occasions when the buildings are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

### **30 Security System**

- 30.1 The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 30.2 A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
  - (a) the security system not working or not working properly or as well as it could work; or
  - (b) somebody making an unauthorised entry of the Land.
- 30.4 If the Body Corporate restricts the access of Members 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 operating systems as it determines available to members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5 A Member to whom any key or any operating system 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.
- 30.6 A Member into whose possession any key or operating system 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 Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7 A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

### **31 Storage Areas and Common Toilets**

The Body Corporate may give control of any storage areas and common toilets under its control to any manager or caretaker appointed by It on such terms and conditions as the Body Corporate thinks fit.

### **32 Use of Lots**

32.1 If:

- (1) there is a caretaking service contractor and letting agent for the scheme, then they together are the Caretaker; or
- (2) there is no caretaking service contractor for the scheme, but there is a letting agent for the scheme then the letting agent (for the purposes of this by-law) is the Caretaker.

32.2 Units may only be used for residential purposes.

### **33 Notice of Defects**

A Member shall give the Committee prompt notice of any accident to or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his 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.

### **34 Rights of Committee to Inspect Lots**

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

### **35 Costs**

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

35.1 the whole of the Body Corporates costs and expenses (including Solicitor and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;

35.2 such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's

party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

### **36 Committee May Recover Moneys Expended**

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge such money to the Members account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

### **37 Observation of Duty**

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

### **38 Supply of Services**

38.1 if permitted by relevant legislation governing the supply of Services, the Body Corporate may:

38.1.1 Establish and maintain a system for the supply of Services ("System") for the Scheme:  
and

38.1.2 As an on-supplier:

38.1.2.1 purchase the Services from a primary supplier; and

38.1.2.2 on-supply the Services to

38.1.2.2.1 the Body Corporate for the Scheme; and/or

38.1.2.2.2 Members of Lots in the Scheme

(collectively called "Receivers").

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

38.2.1 the supply of Services to the Body Corporate by primary supplier;

38.2.2 the on-supply of the Services to Receivers;

38.2.3 service Infrastructure used in connection with the System; including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.

38.3 The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no 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 Receivers.

38.4 If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.

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

38.5.1 enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:

38.5.1.1 supply;

38.5.1.2 installation and connection to the system;

38.5.1.3 servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;

38.5.1.4 disconnection and reconnection fees;

38.5.1.5 advance payments or security deposits to be provided in connection with the supply through the System;

38.5.2 Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme 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 Receivers or the Body Corporate;

38.5.3 Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;

38.5.4 Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:

38.5.4.1 recover any unpaid amount as a liquidated debt;

38.5.4.2 recover interest on any unpaid account;

38.5.4.3 disconnect the supply of the Service to the relevant Receiver;

38.5.4.4 charge a reconnection fee to restore the supply of the Service to that Receiver;

38.5.4.5 increase the advance payment or security deposit for supply to the relevant Receiver.

38.5.5 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.

38.5.6 The Body Corporate is not required to supply any Receiver with any Service to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.

38.5.7 Each Member must:

38.5.7.1 allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;

38.5.7.2 comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;

- 38.5.7.3 maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.

### **39 Pay Television**

The Body Corporate will allow a pay television supplier to install equipment on the Common Property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

### **40 Use of Services**

40.1 All Members must:

- 40.1.1 observe all Requirements in the use of the Services;
- 40.1.2 not use the Services for any purposes other than the purposes for which they were constructed;
- 40.1.3 not overload any Services or Service Infrastructure; and
- 40.1.4 not waste water and ensure that all water taps in the Lot are turned off when not in use,

### **41 Communication Equipment**

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

- 41.1 allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and
- 41.2 provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

### **42 Air Conditioning**

- 42.1 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.
- 42.2 The Body Corporate will permit the owner or occupier from time to time to access the air conditioning equipment area servicing its Lot if it is located on Common Property, for the purposes of maintaining and replacing the air conditioning equipment at reasonable times upon reasonable notice (except in the case of emergency in which event no notice shall be required).

### **43 Contractors**

No Member will give any directions or instructions to Body Corporate contractors,

### **44 Exclusive Use Allocations**

#### **(A) Bicycle Storage**

- 44.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a bicycle storage space as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan "A".
- 44.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a bicycle storage space which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 44.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 44.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 44.4.1 must only use the exclusive use area for the purposes for which they are designed;
  - 44.4.2 must not create a nuisance;
  - 44.4.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
  - 44.4.4 may not enclose the area without the prior written consent of the Committee.
- 44.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the Common Property, the Lots or an adjoining Lot.
- 44.6 The Member of a Lot which is entitled to the exclusive use of an area of Common Property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

#### **(B) Courtyard/Garden**

- 44.7 Owners of some Lots are granted the exclusive use of a courtyard which is part of the Common Property and is identified by the plan contained in Schedule "E" on the following conditions:
- (a) the Owner shall not erect and/or construct any structure in their courtyard without the consent of the Body Corporate;
  - (b) Owners are responsible for keeping their courtyard in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense;

- (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.
- (d) Each Owner of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment, subject to any rights of access required to that exclusive use, for themselves and their licensees of the respective courtyard areas as identified on the Exclusive Use Plan attached.

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

- (a) use the same only for the purpose of courtyard area;
- (b) not use the same so as to create a nuisance to other Owners;
- (c) allow a representative of the Body Corporate to enter onto the Lot at any time for the purpose of maintaining the planter box; and
- (d) acknowledges that the Body Corporate shall be responsible for the maintenance of such planter box.

#### **45 Occupation Rights - Caretaker/Letting Agent**

45.1 For so long as there is in existence an agreement with the Caretaker to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-

- 45.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;
- 45.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and
- 45.1.3 the Caretaker 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 Letting Agreement in accordance with By-Law 17.

#### **46 Display Unit and Sales Office**

46.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot or lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any lot to inspect the lot and to negotiate a proposed purchase of letting and, notwithstanding these by laws, to conduct any auction or sales activity for such lot or lots.

46.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:

- (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and

- (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

#### **47 Protected Trees on Common Property**

- 47.1 The Body Corporate and Owners must comply with the requirements of the Brisbane City Council with respect to three protected trees (hoop pine and two bunya pines) located on Common Property.
- 47.2 Members must not prune, climb, place signage upon, poison or in any way damage any trees on Common Property.
- 47.3 A Member shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs) incurred by any breach of by-law 47.1 or 47.2.

#### **48 Requirements of the Development Approval**

- 48.1 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:
  - 48.1.1 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, sunshading devices or similar and those consistent with the relevant Residential Design Cadets in the Brisbane City Plan or clearly depicted on the approved drawings;
  - 48.1.2 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;
  - 48.1.3 All privacy screening devices are to remain fitted at all times;
  - 48.1.4 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;
  - 48.1.5 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;
  - 48.1.6 Maintenance access to the landscape planters and mechanical plant is to be maintained at all times;
  - 48.1.7 The landscape areas and communal grassed area is not to be included in any lot entitlement or exclusive use area;
  - 48.1.8 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;



- 48.1.9 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;
- 48.1.10 The communal use area is limited to residential use only and is not to be used between 10pm to 7am;
- 48.1.11 Maintain all on site landscaping.