

NORTHMARQUE CARSELDINE

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Bylaws

Schedule C

1. Noise

- a) An owner or occupier of a Lot must not within the scheme land create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- b) That an owner or occupier of a lot must ensure:
 - i. televisions, radios, music equipment and musical instruments must be reasonably controlled so they do not cause annoyance or disturbance to other occupiers;
 - ii. people entering or leaving a lot and the complex between the hours of 10:00 pm to 6:00 am must do so quietly;
 - iii. occupiers must minimise any noise, for example, speaking loudly, the use of foul language, playing music, etc. when using an exclusive use courtyard, and on the common property, at all times.

Any renovation or maintenance works that may cause excessive noise or disturbance must be carried out between 8:00 am and 6:00 pm Monday to Friday and the building manager notified of such works and the name of the licensed tradesperson engaged by the lot owner.

2. Vehicles

- a) The owner or occupier of a lot must not, without the Body Corporate's written approval:
 - i. park a vehicle or allow a vehicle to stand on the common property; or
 - ii. permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated visitor car park.
- b) Approval under 2a) must state the period for which it is given,
- c) However, the Body Corporate may cancel an approval under 2a) by giving seven days written notice to the owner or occupier,
- d) An owner or occupier shall only allow bona fide visitors to lots to occupy an area designated as a visitor car parking space. The maximum time allowed at any one instance for parking in a visitor car parking space is six hours.

3. Obstruction

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to lawns etc. on common property

- a) The owner or occupier of a lot must not, without the Body Corporate's written approval:
 - i. Damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - ii. Use a part of the common property as a garden.
- b) Approval under 4a) must state the period for which it is given.
- c) However, the Body Corporate may cancel an approval under 4(a) by giving seven days written notice to the owner or occupier.

5. Damage to common property

- a) An owner or 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.
- b) However, an owner or 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.
- c) The owner or occupier of the lot must keep a device installed under 5b) in good order and repair.

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6. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that their Invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7. Depositing rubbish etc. on common property

Subject to the requirements for garbage disposal under By-law 10, an owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

8. Appearance of Lot

- a) The owner or occupier of a lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- b) However, nothing in these By-laws shall prevent a lot owner from installing a slimline water tank in the courtyard adjoining their lot, to the rear of their lot. provided that such slimline water tank is keeping in the general amenity of the Scheme in regards to size, type, shape and colour. In regard to any water tanks on common property it will be the responsibility of the owner and occupier of the lot/s to which the benefit of such water tank in derived to adequately maintain, clean, keep tidy and replace (If necessary) such water tank.
- c) An owner or occupier may also place the compressor of any split-system air conditioner (provided that each owner shall only be permitted one compressor unless the Committee authorises otherwise) in the courtyard area adjoining their lot It will be the responsibility of the owner and occupier of the lot/s to which the benefit of such air conditioning is derived to adequately maintain, clean. keep tidy and replace (if necessary) such compressor, and to ensure that such installation and maintenance otherwise complies with these By,laws,
- d) The owner or occupier of a lot must not, without the Body Corporate's written approval:
 - i. hang washing, bedding, or another article if the article is visible from another lot or the common property or from outside the scheme land; or
 - ii. 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.
- e) An owner or occupier shall not install, renovate, and/or replace curtains visible from outside any lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds or other window coverings may be installed unless the colour and design of same are approved by the Committee. In giVing such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building.
- f) An owner or occupier may apply to the Body Corporate Committee for window tinting, provided that:
 - i. a mirrored reflective is not used;
 - ii. a tint colour other than grey be used;
 - iii. a jet black tint colour is not used.
- g) An owner or occupier may place on external balconies of the lot, outdoor furniture in any colour.
- h) No external Blinds shall be erected without the previous consent in writing of the Body Corporate.
- i) An owner or occupier may Install a Foxtel dish provided that:
 - i. the dish is located on the rear of the top roof;
 - ii. any resulting conduit on the outside of the building is to be painted in colours matching those of the structures over which it is fixed;
 - iii. the external conduit is to run alongside the current downpipes where possible, so as not to add unsightly fixings to the outside walls. If the conduit cannot be placed alongside the current downpipes, the owner or occupier must then apply to the Committee for further approval.
- j) Outside wireless and television aerials may not be erected without permission of the Body Corporate.

9. Storage of flammable liquids/fire risk

- a) The owner or occupier of a lot must not, without the Body Corporate's written approval. Store a flammable substance on the common property.

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- b) The owner or 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.
- c) However, this section does not apply to the storage of fuel in:
 - i. the fuel tank of a vehicle, boat or internal combustion engine: or
 - ii. 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.

10. Garbage disposal

- a) The owner or occupier of a lot must:
 - i. dispose of all garbage in a proper manner;
 - ii. comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, the overloading of any garbage skips and the cleanliness and tidiness of such area;
 - iii. comply with all government local laws about the disposal of garbage;
 - iv. ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots, or cause a nuisance to any persons in their lot or on the common property;
 - v. ensure that empty bottles, boxes, used containers and similar containers are stored tidily and, so far as possible, out of sight;
 - vi. unless other arrangements are implemented for the collection of garbage by the Council (in which case the Committee's reasonable directions must be followed), on the date of garbage collection by the Council, bring their garbage receptacle/s to the front of their residence in an appropriate place for collection, and collect the receptacle/s the same day.

11. Pathways and Driveways

The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the owners or occupiers or used by the for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easements.

12. Keeping of animals

- a) Subject to section H:li of the Act, the owner of a lot shall not, without the approval in writing of the Committee, keep any animal upon the lot or the common property.
- b) The Committee shall not unreasonably withhold its consent for the keeping on a lot of either a small domestic dog or cat which shall not grow to a weight greater than 10kgs and which shall not be likely to cause a nuisance to other owners.
- c) Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers,

13. Notice of accident

An owner or occupier of a lot shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric 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 said building as often as may be necessary.

14. No fire risks

An owner or occupier of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on the building or any property to the subject land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.

15. Use of Lots

All lots shall be used for residential purposes only.

16. Alterations to Lots

- a) No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit) without the prior permission in writing of the Committee.

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17. Committee may make rules

The Committee may make rules relating to the common property and, in particular, as to security and for the swimming pools and recreational facilities unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

18. Use of recreational facilities

- a) The recreational facilities (including any barbecue area) shall not be used between the hours of 10:00 pm and 7:00 am.
- b) Invitees and guests of an owner or occupier may not use the recreation facilities unless an owner or occupier accompanies them.
- c) Children aged 12 years or younger must be accompanied by an adult owner or occupier exercising effective control over them.
- d) Alcoholic beverages must not be consumed in or around the recreation area.

19. Obligations apply to tenants and invitees

The duties and obligations imposed by these By-laws on an owner or occupier of a lot must be observed by the owner or occupier and by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

20. Security

- a) The Committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these By-laws and, without limiting the generality of the foregoing, may:
 - i. close off any part of the common property not required for ingress or egress to a lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
 - ii. permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel.
 - iii. obtain, install and maintain locks, alarms, communication systems and other security devices.

However, the Committee is not entitled to implement security which would result in the Scheme being considered a gated community.

- b) All security equipment installed on common property and used in connection with the provision of security for the Scheme shall be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- c) The Body Corporate shall not 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 all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate, by its servants, agents or contractors, to enter upon the lot (upon one day's notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement when required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.

21. Security keys

- a) If the Committee, in the exercise of any of its powers under these By-laws, restricts the access of owners or occupiers to any part of the common property by means of any 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 and thereafter may, at its discretion, make additional numbers thereof available to owners upon payment of such reasonable charge as may be determined from time to time by the Committee.
- b) An owner of a Lot to whom any key or operating system is given 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 to such occupier) to ensure the return to the owner or to the Body Corporate upon the occupier ceasing to be an occupier.

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- c) An owner of a lot into whose possession any key or operating system referred to in these By-laws has come shall not, without the prior approval in writing of the Body Corporate, duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure the same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- d) An owner or occupier of a lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.

22. Recovery of money for damage

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 the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Body Corporate 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.

23. Recovery of money from owners

- a) If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall, for the purposes of the By-law, include any former owner or occupier of the relevant lot) due to a default by that owner or occupier in the payment of any moneys to the Body Corporate or a breach of these By-laws or for any other reasons whatsoever, such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt due and payable by the owner or occupier to the Body Corporate.
- b) An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:
 - i. recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise pursuant to the By-laws of the Body Corporate;
 - ii. all proceedings, including legal proceedings concluded in favour of the Body Corporate, taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an order by the Referee, appeals to the Tribunal and appeals to the Court
- c) In the event the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:
 - i. treat such costs and expenses as a liquidated debt and take action for the recovery of same in any court of competent jurisdiction; and
 - ii. where lawful, enter such costs and expenses against the levy account of such owner, in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot, failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

24. Developer's display unit

The Original Owner may utilise any lot or lots as a display lot for the purpose of allowing prospective purchasers to inspect such lot or lots and may place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme, and may access such lot or lots with or without agents, invitees or other persons and may authorise any such persons access to the lot.

25. Right of access

Where any utility infrastructure crosses through or over any part of a lot in the Scheme or the common property, any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

26. Overriding benefit to developer

Nothing in these By-laws shall apply to constrain or deny the Original Owner or any successor or assignee of the Original Owner the right to fully and freely carry out construction, repair or renovation within the Scheme or to have any contractors, agents or employees undertake construction or sales activities within the Scheme, including having the right to cross over areas of common property with invitees for such purposes.

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27. Car parking areas – Cleaning and maintenance

- a) The owners and occupiers must keep the car parking areas of the Scheme in a clean and tidy condition at all times. Any parts of the car park areas which are allocated as common property for exclusive use or as part of the title of a lot in the Scheme must be kept clean and tidy by the associated owner (the “Entitled Owner”) That Entitled Owner must not directly cause any rubbish in their allocated area of common property to be blown, swept or otherwise moved to another area In the Scheme, other than to a suitable rubbish receptacle.
- b) If the Body Corporate expends any money on the cleaning and maintenance of any part of the car parking area (which it shall be entitled to do so if this By-law is not complied with by the Entitled Owner), the Entitled Owner must pay a proportion of the cleaning and maintenance expenses incurred by the Body Corporate relevant to the particular car park or car parks as a deb! due and owing by the Entitled Owner and By-law 22 shall apply to such moneys. The owner or occupier shall allow the Body Corporate access to the area of common property to which they are granted exclusive use to allow the Body Corporate to carry out any cleaning and maintenance.

28. Exclusive use area – Car park, yard and courtyard

- a) The owner and occupier of the lot in the Scheme identified in the first column of Schedule E hereto shall be entitled to the exclusive use and enjoyment of the area of common property Identified in the second, third and fourth columns of Schedule E adjacent to their lot number and shown on the plan attached hereto and marked “Plan A” and “Plan B” for the purposes specified thereunder.
- b) If the exclusive use area is a car parking area, the following conditions apply to such use:
 - i. the car space must only be used as a car parking space;
 - ii. unregistered or unroadworthy vehicles must not be parked in the car space or the common property;
 - iii. the owner and occupier are jointly and severally liable to keep the relevant car space clean and tidy. Where any repairs or cleaning are required to the car space due to its use by the owner or occupier or persons authorised by them (for example, oil stains), the owners and occupiers are jointly and severally liable to pay for the cost of them. Where the owner and occupier do not comply with their obligations, the Body Corporate may carry out those obligations and recover the cost of doing so from the owner or occupier;
 - iv. the relevant owner and occupier must allow the Body Corporate, the Committee and its properly appointed agents access at all reasonable times to the car space for any proper purpose.
- c) If the exclusive use area is a courtyard or a yard, the following conditions apply to such use:
 - i. the owner and occupier are jointly and severally liable to keep the relevant courtyard clean and tidy. Where any repairs or cleaning are required to the courtyard due to its use by the owner or occupier or persons authorised by them, the owners and occupiers are jointly and severally liable to pay for the cost of them. Where the owner and occupier do not comply with their obligations, the Body Corporate may carry out those obligations and recover the cost of doing so from the owner or occupier;
 - ii. the relevant owner and occupier must allow the Body Corporate, the Committee and its properly appointed agents access at all reasonable times to the courtyard for any proper purpose;
 - iii. the owner or occupier must not alter the appearance of the relevant courtyard area (i.e. pave the area, further landscaping or a material nature, change the colour scheme) without the consent in writing of the Body Corporate;
 - iv. in regards to the yard, the owner and occupier must allow any service contractor of the Body Corporate access to such area at all reasonable times to attend to landscaping works in such area, ii being acknowledged that the Body Corporate may engaged a service contractor to perform such landscaping by way of any service contract with the Body Corporate.
- d) An occupier of a lot must not park any motor vehicle, motor bike or similar thing upon the common property unless the exclusive use of that part of the common property has been allocated to that lot for that purpose.

29. Supply of electricity, gas or hot water

The Body Corporate may purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain, a supply system for the Scheme for electricity, gas and/or hot water to the lots in the Scheme (hereinafter called “Energy Products”), and in such case the following shall apply:

- a) Each owner shall purchase and use all Energy Products consumed in the Lot direct from the Body Corporate and shall not purchase Energy Products from any other source.
- b) The Body Corporate shall arrange for the installation of separate Energy Product meters for each lot.

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- c) The Body Corporate shall not be required to supply to any owner Energy Products requirements beyond those requirements which the relevant authority could supply at any particular time.
- d) The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of Energy Products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- e) To the extent allowed under the Regulation Modules, the Body Corporate may charge owners for the supply of reticulated Energy Products, including the cost of purchasing reticulated Energy Products, the installation, maintenance and operation of utility infrastructure associated with the services, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.
- f) The Body Corporate shall render accounts to each owner and sub/J accounts shall be payable to the Body Corporate within 14 days of the delivery of such accounts.
- g) Liability to pay an account rendered in relation to a lot pursuant to this By-law is enforceable jointly and severally against the owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid.
- h) In the event that a proper account for the supply of reticulated Energy Products is not paid by its due date for payment, then the Body Corporate shall be entitled to:
 - i. recover the amount of the unpaid amount or amounts (whether or not a normal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - ii. disconnect the supply of reticulated Energy Products to the relevant lot.
- i) An owner or occupier shall ensure that any Energy Product installation is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any Energy Products installations.
- j) For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.

30. Development approval requirements, awareness and implementation of council requirements

- a) All owners and occupiers shall comply with Council requirements in respect of the Scheme Land, and the Body Corporate, owners and occupiers shall all comply with the Development Approval in respect of the Scheme Land, and shall not do anything in respect of their lots or the common property which would interfere with such obligation.
- b) This By-law is inserted as required by the Development Approval. In accordance with the terms of the Act, the term of this By-law may not be varied and this By-law must not be deleted until and unless the Council consents to the same.
- c) The Body Corporate, owners and occupiers must comply with all ongoing requirements as to maintenance, operation and appearance of the Scheme. In particular:

The Body Corporate must at all times:

Communal Open Space

- d) Ensure the communal recreation areas, internal footpaths/pedestrian circulation routes and adjoining landscaping, visitor car parks and bin storage areas (if any, from time to time) as shown in the approved plans of the Development Approval shall always remain common property for the Body Corporate and not be designated as exclusive use to any owner or occupier in the Scheme.

Maintained Traffic Areas

- e) Maintain parking and maneuvering areas at the Scheme, in accordance with the Development Approval and the plans approved therein, and the TAPS Policy of Brisbane City Plan 2000.
- f) Maintain a directional visitor parking sign at the vehicle entrance to the Scheme adjacent to or clearly visible from the vehicle entrance to the Scheme.
- g) Maintain the internal paved areas of the Scheme so that they are signed and delineated in accordance with the Development Approval and the plans approved therein, Manual of Uniform Traffic Control Devices and Autoroads.

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Heavy Vehicle Operation

- h) Ensure that heavy vehicles and/or waste collection vehicles are operated only in the approved 'Loading and Servicing' area (as contemplated in the Development Approval), and during the hours of 7:00 am to 7:00 pm, Monday to Saturday.

Collection of refuse

- i) Ensure that all refuse is collected internally by owners and occupiers in the Scheme to the nominated refuse collection point in accordance with an agreement for refuse collection with Council's City Waste Services, it being acknowledged that internal collection of refuse and recyclables remains the responsibility of the Body Corporate, its owners and occupiers.
- j) Maintain an appropriate area for the storage and collection of refuse, including recyclables, in a position which is accessible to service vehicles on the Scheme Land.

Fence maintenance

- k) Ensure that all fencing is maintained in accordance with the conditions of the Development Approval.

Landscaping

- l) Ensure that landscaping at the Scheme is maintained in accordance with the Development Approval, and the plans approved therein.

The Body Corporate, owners and occupiers must, at all times:

Air Conditioning, Appearance and Screening

- m) Ensure the screening for any externally mounted air conditioning or mechanical plant installations are in accordance with the following:
- i. No unscreened installations at the Scheme are to be visible from any site external to the Scheme Land; and
 - ii. Any installations which are required to be located on the roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the Development Approval and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

External Sun Control

- n) Ensure that all external sun control devices to western facing balconies shall meet the following requirements:
- i. The devices are not to be fixed and are to be fully retractable to ensure the screening devices do not fully enclose the balconies; and
 - ii. The devices are to be constructed from materials complementary to those of the building in the Scheme of which they are affixed.

All owners in the Scheme must:

- o) Prior to the sale of their lot in the Scheme, ensure that the potential purchaser of the lot is given a copy of this current Community Management Statement for the Scheme in accordance with the requirements set out in the Act.

31. Interpretation

- a) For the purposes of these By-laws, words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
- b) In these By-laws, except where inconsistent with the context, the following terms have the following meanings:

'Act'

means the Body Corporate and Community Management Act 1997 and all Regulations thereunder, as amended from time to time;

'Committee'

means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

'Council'

means the local authority in respect of the Scheme Land;



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'Development Approval'

means the decision notice of the local government (Brisbane City Council) with reference number A002804981, pursuant to which conditions were approved for the construction of the Scheme, and all variations or replacements thereof, including all plans and documents approved under the same;

'Original Owner'

has the same meaning given to it under the Act;

'Regulation Module'

means the Regulation Module identified In Item 2 of the Community Management Statement to which these By-laws are annexed.

END

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