

Title Reference 50116992

Lot 56 on BUP 104022	140	140
Lot 57 on BUP 104022	140	140
Lot 58 on BUP 104022	150	150
Lot 59 on BUP 104022	125	125
Lot 60 on BUP 104022	150	150
Lot 61 on BUP 104022	125	125
Lot 62 on BUP 104022	140	140
Lot 63 on BUP 104022	140	140
Lot 64 on BUP 104022	150	150
Lot 65 on BUP 104022	125	125
Lot 66 on BUP 104022	140	140
Lot 67 on BUP 104022	140	140
Lot 68 on BUP 104022	140	140
Lot 69 on BUP 104022	140	140
Lot 70 on BUP 104022	150	150
Lot 71 on BUP 104022	140	140
Lot 72 on BUP 104022	140	140
Lot 73 on BUP 104022	140	140
Lot 74 on BUP 104022	140	140
Lot 75 on BUP 104022	140	140
Lot 76 on BUP 104022	140	140
Lot 77 on BUP 104022	140	140
Lot 78 on BUP 104022	140	140
Lot 79 on BUP 104022	140	140
Lot 80 on BUP 104022	140	140
Lot 81 on BUP 104022	100	100
Lot 82 on BUP 104022	125	125
Lot 83 on BUP 104022	125	125
Lot 84 on BUP 104022	140	140
Lot 85 on BUP 104022	140	140
Lot 86 on BUP 104022	140	140
Lot 87 on BUP 104022	140	140
Lot 88 on BUP 104022	125	125
Lot 89 on BUP 104022	125	125
Lot 90 on BUP 104022	150	150
Lot 91 on BUP 104022	150	150
Lot 92 on BUP 104022	140	140
<b>TOTALS</b>	<b>12790</b>	<b>12790</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Section 66(1) (f) & (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

**SCHEDULE C BY-LAWS**

1. **VEHICLES**

Save where a by-law made pursuant to Section 30 (7) of the *Building Units and Group Titles Act 1980* ("the Act") authorises them to do so, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the Body Corporate Committee.

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**2. PRIVATE ROADS AND OTHER COMMON PROPERTY**

The private roadways, pathways, drives and on the common property and any easement giving access to the land shall not be obstructed by a proprietor of a lot or the occupier of a lot, or any guest, servant, employee, agent, children, invitee or licensee of a proprietor or used by them for any purpose other than the reasonable ingress and egress to and from the respective lots or the parking areas provided. A proprietor or occupier of a lot shall not:

- (a) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the common property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinance.
- (b) Permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking (or as directed by the Resident Manager).
- (c) Permit any boat, trailer, caravan, campervan or mobile home onto over or through the common area or on the land of the proprietor unless the same is housed in a garage and is not visible from any part of the common area.
- (d) Permit any occupation of a caravan on a lot.

**3. OBSTRUCTION**

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

**4. DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY**

A proprietor or occupier of a lot shall not –

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) except with the consent in writing of the body corporate, use for his own purpose as a garden any portion of the common property.

**5. DAMAGE TO COMMON PROPERTY**

A proprietor or occupier of a lot 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 him from installing:-

- (a) any locking or other safety device for protection of his lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon his lot.

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

**6. DEPOSITING RUBBISH, ETC., ON COMMON PROPERTY**

A proprietor or occupier of a lot shall not deposit or throw upon the common property any cigarette butts, 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.

**7. SWIMMING POOL**

In relation to use of the swimming pool and adjacent areas a proprietor or occupier of a lot shall ensure –

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- (a) that his invitees and guest do not use the same or any of them unless he or another proprietor or occupier accompanies them.
- (b) that children below the age of 13 years are not in or around the same, or any of them, unless accompanied by an adult proprietor or occupier who has effective control over them.
- (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same.
- (d) that they and their invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool, by other persons.
- (e) that no use is made of the swimming pool and surrounding area between the hours of 10:00pm and 7:00am without the consent of the Body Corporate Committee.

**8. MAINTENANCE OF THE SWIMMING POOL**

A proprietor or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

**9. BARBECUES**

The barbecue shall not be used between the hours of 10:00pm and 7:00am without the consent of the Body Corporate Committee.

**10. RULES RE: POOL AND BARBECUE**

The Body Corporate Committee may make rules relating to the use of the swimming pool and spa, not inconsistent with these by-laws and the same shall be observed by the proprietor or occupier of a lot unless and until they are disallowed, or revoked by a majority resolution at a general meeting or the proprietors.

**11. INSTRUCTIONS TO CONTRACTORS ETC.**

The proprietor or occupier of a lot shall not directly instruct any contractors or workmen employed by the Body Corporate Committee unless so authorised.

**12. GARBAGE DISPOSAL**

A proprietor or occupier of a lot shall maintain at the rubbish collection bays located at various points throughout the complex a rubbish bin/s for the purpose of disposal of rubbish. Such rubbish bins are to be maintained in a clean condition and at all times the lids to such rubbish bins are to be closed. The rubbish bins will be collected at an appointed time each week by the Resident Manager for relocation to the footpath along Anderson Street whereupon the rubbish will be dispensed by the collection services of the Brisbane City Council. The rubbish bins will be returned to the respective rubbish collection bays by the Resident Manager.

**13. APPEARANCE OF BUILDING**

- (a) A proprietor or occupier of a lot shall not except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the common property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas designated by the Body Corporate Committee where facilities are supplied for such needs.
- (b) No balcony areas shall be permitted to be enclosed.

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14. **AIRCONDITIONING**

A proprietor or occupier of a lot shall not install an air-conditioning system within a lot without prior written approval from the Body Corporate Committee. The Committee shall have the authority to establish standards for the type, noise, vibration, method of installation, disposal of water and the like.

15. **SIGNAGE**

Notwithstanding by-laws numbered 20 and 32, a proprietor or occupier of a lot shall not install or display any signage, placard, banner, advertising or the like, upon a lot or on Common Property without prior written permission by the Body Corporate Committee.

The Committee shall have the authority to establish standards or a policy form signage within the parcel.

16. **INFLAMMABLE LIQUIDS, GASES OR OTHER MATERIALS**

- (a) A proprietor or occupier of a lot shall not bring to, do or keep anything in a lot which shall increase the rate of fire insurance on any property on the parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the parcel or the regulations or ordinances of any public authority for the time being in force.
- (b) A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, including gas barbecues or any such chemical, liquid, gas, or other material in a fuel tank of a motor vehicle or internal combustion engine.

17. **KEEPING OF ANIMALS**

- (a) Subject to the Act, the Owner or Occupier of a Lot must not, without the Body Corporate's written approval, bring or keep an animal on a Lot or on the Common Property, or permit any Invitee to bring or keep an animal on a Lot or the Common Property.
- (b) The Body Corporate may in its absolute discretion give any consent required by this By-Law in respect of domestic animals that weigh 10 kilograms or less or, where the Body Corporate otherwise determines as being suitable animals of another weight or size. The consent:
  - (i) may be given subject to conditions and in accordance with strict guidelines;
  - (ii) will be restricted to the animal the subject of the application;
  - (iii) will not apply to any substitute or replacement animal; and
  - (iv) subject to the Act and the regulation module for the Scheme, may be given by the Committee.
- (c) In addition to any conditions to the consent imposed under By-Law 17 an Owner bringing or keeping an animal on a Lot must:
  - (i) keep the animal on the Owner's Lot;
  - (ii) keep the animal on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
  - (iii) clean up any mess caused by the animal;
  - (iv) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment of any other Lot or of the Common Property;
- (d) If, in default of By-Law 17 (c) (iii), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.

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- (e) An Owner must not leave the animal in the Building unsupervised for more than 48 hours.
- (f) An Owner must permanently remove the animal from a Building within 7 days of receiving written notice from the Body Corporate of the revocation. Subject to the Act and the regulation module for the Scheme, the notice of revocation may be given by the Committee.
- (g) The Body Corporate may revoke any consent under this By-law 17 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.

**18. RIGHT OF ENTRY**

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

**19. NOISE**

- (a) A proprietor or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other proprietors or occupiers of lots or of any person lawfully using the common property. In particular no proprietor or occupier of a lot shall hold or permit to be held any social gathering in their lot which could cause any noise which unlawfully interferes with the peace and quietness of any other proprietor or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- (b) In the event of any unavoidable noise in a lot at any time the proprietor or occupier thereof shall take all practical means to minimise annoyance to other proprietors or occupiers of lots by closing all doors, windows and curtains of their lot and also such further steps as may be within their power for the same purpose.
- (c) Guests leaving after 11:00pm shall be requested by their host to leave quietly. Quietness shall also be observed when a proprietor or occupier of a lot returns to the building late at night or during early morning hours.

**20. MANAGEMENT/LETTING UNIT**

Lot 5 may be used both for residential purposes and for the purposes of management of the building and for the sale and letting of units in the building on behalf of the proprietors of the lots and the rendering of such services to occupants of lots in the building and may without the consent of the Body Corporate Committee display signs or notices for the purposes of offering for sale or for lease or for letting any unit in the building. For the purposes aforesaid the Body Corporate shall have power to grant to the proprietor of Lot 5 in the building the right to carry on in the building the business of letting of units in the building and for that purpose to enter into any appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

**21. USE OF LOTS**

- (a) Proprietors or occupiers of Lots 6 to 24, 28 to 33, 35 to 77, 82 to 92 (inclusive) shall not use their lots or permit same to be used otherwise than as a private residence.
- (b) Proprietors or occupiers of Lots 1 to 4, 25 to 27, 34, 78 to 81 (inclusive) shall be permitted to use their lot for commercial business purposes.
- (c) No lot shall be used for any other purposes that may cause a nuisance or hazard or any illegal or immoral purpose or for any purpose that may endanger the safety or good reputation of persons residing or working within the parcel.

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**22. USE OF RADIOS ETC**

A proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

**23. INFECTIOUS DISEASES**

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any lot the proprietor or occupier of such lot shall give written notice thereof and any other information which may be required thereto to the Body Corporate Committee and shall pay to the Body Corporate Committee the expenses incurred by the Body Corporate by disinfecting the lot and any part of the common property required to be disinfected and shall replace any article or thing the destruction of which may be rendered necessary by such disease.

**24. ALTERATION OF LOTS TO COMMON PROPERTY**

- (a) A proprietor or occupier of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a lot or on common property without the prior approval in writing of the Body Corporate Committee.
- (b) Any alternation made to common property or fixture or fitting attached to common property by any proprietor or occupier of a lot, whether made attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the proprietor for the time being of the lot which the aforesaid proprietor or occupier was such proprietor or occupier.

**25. BEHAVIOUR OF INVITEES**

- (a) A proprietor or occupier of a lot shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.
- (b) The proprietor of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such proprietor or their invitees.
- (c) A proprietor of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these by-laws on a proprietor of a lot shall be observed not only by the proprietor but also by the guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier.
- (e) Where the Body Corporate expends money to make good damage caused by breach of the Act, or of these by-laws by any proprietor or occupier of a lot or their guests, servants, employees, agents, children, invitees, or licensees of the proprietor or occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court or competent jurisdiction from the proprietor of the lot at the time when the breach occurred.

**26. CURTAINS/SLIMLINE VENETIAN BLINDS**

A proprietor or occupier of a lot shall not hang curtains visible from outside the lot unless those curtains have a white backing and shall be of a colour and design that is sympathetic to the tones of the building and present an aesthetic appearance when viewed from common property or any other lot.

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**27. NO EXTERNAL BLINDS**

No external blinds shall be erected without the prior consent in writing of the Body Corporate Committee.

**28. OUTDOOR FURNITURE**

A proprietor or occupier of a lot shall not install outdoor furniture visible from outside the lot unless the outdoor furniture is of a colour and design sympathetic to the tones of the building and presents an aesthetic appearance when viewed from common property or any other lot.

**29. AUCTION SALES**

A proprietor or occupier of a lot shall not permit any auction sale to be conducted or to take place in a lot or in the dwelling or upon the parcel without the prior approval in writing of the Body Corporate Committee.

**30. EXCLUSIVE USE – TERRACE AREA**

A proprietor or occupier of a lot 3, 4, 78, 79, 80 and 81 shall from time to time be entitled to the exclusive use for themselves and their licensees of the terrace area identified in schedule E and on the attached sketch plan marked 3A, 4A, 78A, 79A, 80A and 81A respectively. The proprietor or occupier of the said lot shall be responsible for the maintenance of the area.

**31. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE**

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

**32. DISPLAY UNIT**

While Kurts Developments Limited remains a proprietor, occupier or lessee of any lot, it and its officers, servants and/or agents shall be entitled to use any dwelling of which it remains a proprietor, occupier or lessee as a display dwelling and shall be entitled to allow prospective purchasers to inspect any such dwelling and for such purposes shall be entitled to use such signs advertising or display material in or about the dwelling and common property as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Parcel, and shall not at any time, and from time to time be more in terms of number and size than is reasonably necessary.

**33. MAINTENANCE OF LOTS**

The proprietor or occupier of each lot shall be responsible for the maintenance of their lot and shall ensure that the lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise.

**34. REPLACEMENT OF GLASS**

Windows shall be kept clean and promptly replaced by the proprietor or occupier of the lot with fresh glass of the same kind and weight as at present if broken or cracked.

**35. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST**

Where any lot or common property is leased or rented, otherwise than to a proprietor of a lot, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant of this inspection a copy of the by-laws for the time being in force in respect of the plan.

**36. SECURITY**

- (a) The proprietor or occupier shall not disclose to any party any information or do anything which may in any way adversely affect any security system which may apply to the lots or the common property.

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- (b) The Committee may make rules relating to the security requirements from time to time and the same shall be observed by the proprietors and occupiers unless and until they are disallowed or revoked by a majority resolution at a general meeting of the proprietors.

**37. RECOVERY OF COSTS (LEVIES)**

A proprietor shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such proprietor by the Body Corporate pursuant to the Act.

**38. RECOVERY OF COSTS (BREACH OF ACT OR BY-LAWS)**

Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these by-laws by any proprietor of a lot or the guests, servants, employees, agents, children, invitees, or licensees of the proprietor of a lot or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any Court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.

**39. POWER OF COMMITTEE**

The Committee may make rules relating to the Common Property not inconsistent with these by-laws and the same shall be observed by the proprietor of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**40. INTEREST CHARGES ON BODY CORPORATE LEVIES**

- (a) If a contribution levied under Section 32 of the Act is unpaid 30 days after it falls due for payment then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting from time to time.
- (b) If at the time a person becomes the proprietor of a lot, another person is liable in respect of the lot to pay interest on a contribution, the proprietor is jointly and severally liable with the other person for the payment of the interest.
- (c) The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

**41. EXCLUSIVE USE**

The proprietor of lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property identified in schedule E and/or the attached plan marked 1A for the purpose of anchoring shade sails installed within lot 1.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Nil