

Lot 90 in BUP 104022	150	150
Lot 91 in BUP 104022	150	150
Lot 92 in BUP 104022	140	140
<b>TOTALS</b>	<b>12790</b>	<b>12790</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Section 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**PART A – PRELIMINARY**

**1 Structure**

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

**2 Definitions and interpretation**

2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997*(Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Bell' Square Off Gregory Terrace CTS 16231.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (n) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (o) **'Smoke'** means –

- (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
  - (ii) for a personal vaporiser—inhalation through the vaporiser; or
  - (iii) for a hookah—inhalation through the hookah.
- (p) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (q) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.
- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

### **3 Applicability of these by-laws**

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- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2 Occupiers must:
- (a) comply with these by-laws to the extent they apply to an Owner; and
  - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

### **4 Tenancies**

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- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
- (a) the name of the tenant and all Occupiers;
  - (b) the service address of the tenant;
  - (c) the term of the tenancy;
  - (d) the name and service address of the Owner's letting agent for the tenancy; and
  - (e) any other information the Body Corporate may reasonably require.

### **5 Application and approval process**

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- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
  - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
  - (c) grant its approval on reasonable and relevant conditions; or
  - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

**PART B - INTERFERENCES****6 Noise and nuisances**

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- 6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**7 Obstruction**

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- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
  - (b) use as storage, or place items on, the Common Property.

**8 Smoking**

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- 8.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
  - (b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or
  - (c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

**9 Auctions**

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- 9.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**10 Garage sales**

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- 10.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

**11 Parking**

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- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
  - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

**12 Vehicles**

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- 12.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

**13 Communications**

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- 13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
  - (b) a nuisance;
  - (c) threatening or intimidating;

- (d) defamatory; or
- (e) anti-social.

## PART C - WORKS

### 14 Damage

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- 14.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

### 15 Common Property Improvements

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- 15.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 15.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

### 16 Boundary Improvements

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- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
  - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot; or
  - (c) roofing membranes that are not common property but that provide protection for lots or common property.

### 17 Structural Improvements

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- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:
- (a) foundation structures;
  - (b) roofing structures providing protection; or
  - (c) essential supporting framework, including but not limited to load-bearing walls.

### 18 Lot Improvements

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- 18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

### 19 External appearance of a lot

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- 19.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

### 20 Floor coverings

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- 20.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that interferes unreasonably with the peaceful enjoyment of a Lot or the Common Property by another person.

**PART D – REGULATION OF USE****21 Animals**

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- 21.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 21.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
  - (b) register the animal with the local council;
  - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
  - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
  - (e) ensure the animal carries a name tag identifying the animal and its Owners.

**22 Alienation**

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- 22.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
  - (b) alienate in any way any part of the common property; or
  - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

**23 Common Property Garbage**

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- 23.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 23.2 An Owner or Occupier must:
- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
  - (b) place all recyclable rubbish in the recycling receptacles;
  - (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
  - (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
  - (e) not cause damage to the garbage receptacles;
  - (f) not overfill the garbage receptacles; and
  - (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

**24 Dangerous substances**

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- 24.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or
  - (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

**25 Removals**

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- 25.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

## **26 No interference**

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26.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

## **27 Interference with support, shelter, utility infrastructure**

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27.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

## **28 Health and safety**

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28.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

## **29 Social functions**

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29.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

## **30 Use of lots**

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30.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes (if that is what the lot is designed for) or a home office that does not compete with the Caretaking Service Contractor;
- (b) commercial purposes (if that is what the lot is designed for) within the requirements of any planning or local council regulations;
- (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
  - (i) the purposes of management of the Scheme; and
  - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers.

30.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal or bring the Scheme into disrepute.

## **31 Letterbox**

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31.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

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**32 BBQ Area**

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- 32.1 Owners and Occupiers may not exclusively use the barbecue facilities on the Common Property without approval by the Body Corporate.
- 32.2 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:
- (a) not already being used by another Owner or Occupier;
  - (b) not exclusively used;
  - (c) not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
  - (d) not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and
  - (e) cleaned and tidied after use.

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**33 Pool**

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- 33.1 Owners and Occupiers must use, and permit the use by its Visitors of, the pool in a way which:
- (a) does not cause damage;
  - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (c) does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
  - (d) does not cause a hazard or safety risk;
  - (e) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (f) leaves the area clean and tidy after use;
  - (g) does not bring animals into the area; and
  - (h) does not bring glass into the area.

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**34 Spa**

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- 34.1 Owners and Occupiers must use, and permit the use by its Visitors of, the spa in a way which:
- (a) includes showering before use;
  - (b) does not cause damage;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not interfere with the maintenance or upkeep of the spa or the surrounding areas;
  - (e) does not cause a hazard or safety risk;
  - (f) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (g) leaves the area clean and tidy after use;
  - (h) does not bring animals into the area; and
  - (i) does not bring glass into the area.

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**35 Security**

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- 35.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:
- (a) interfere or tamper with a Security Access Device;
  - (b) copy a Security Access Device;
  - (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
  - (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

**36 Ablution**

- 36.1 Owners and Occupiers must use, and permit the use by its Visitors of, the ablution facilities in a way which:
- does not cause damage to the Common Property or body corporate assets;
  - does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - does not cause a hazard or safety risk;
  - ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - is for the ablution facilities' intended purpose;
  - leaves the area clean and tidy after use;
  - does not leave belongings after their use; and
  - does not use or take more consumables than are required for the normal use of the ablution facilities.

**PART E – EXCLUSIVE USE****37 Exclusive use – Terrace area**

- 37.1 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.

**38 Exclusive use**

- 38.1 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

**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

Allocation of exclusive use area for terrace area  
Lots affected

LOT	Exclusive Area
Lot 3 in BUP 104022	Area 3A on Sketch A
Lot 4 in BUP 104022	Area 4A on Sketch A
Lot 78 in BUP 104022	Area 78A on Sketch A
Lot 79 in BUP 104022	Area 79A on Sketch A
Lot 80 in BUP 104022	Area 80A on Sketch A
Lot 81 in BUP 104022	Area 81A on Sketch A

Allocation of exclusive use area for shade sails  
Lots affected

LOT	Exclusive Area
Lot 1 in BUP 104022	Area 1A on Sketch A