

Body Corporate by-laws

The Body Corporate has established a set of rules, referred to as 'By-Laws' that all owners and tenants must follow. These rules are in place to ensure the management and control of common property is maintained for the peaceful enjoyment of all occupants

All owners and tenants should take the time to familiarise themselves with the range of By-Laws in their entirety.

Please ensure if you lease your property to tenants that you supply all prospective tenants with a copy of these By-Laws ahead of committing to a lease for your property. All occupants are bound to adhere to the By-Laws.

Please refer to Tide Residences By-Laws following.



Tide Residences Maroochydore community titles scheme

SCHEDULE C BY-LAWS

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (h) use of the word **including** and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;

Tide Residences Maroochydore community titles scheme

- (iii) any registered covenant, easement or other encumbrance over the Common Property.
- (e) **By-Laws** means these by-laws.
- (f) **CMS** means this community management statement.
- (g) **Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).
- (h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (i) **Display Unit** means a Lot or Lots used to promote further sales of lots.
- (j) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (k) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (l) **Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.
- (m) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (n) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (o) **Occupier** means
 - (i) each Owner; and
 - (ii) any occupier of a Lot and includes:
 - (A) a mortgagee in possession;
 - (B) a tenant or lessee (of a Lot or a part of a Lot) ; and
 - (C) an occupier of a part of a Lot,but excludes the Original Owner and any Development Lot Owner
- (p) **Original Owner** means Maroochy Place Pty Ltd A.C.N. 168 211 407.
- (q) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (r) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.

Tide Residences Maroochydore community titles scheme

- (s) **Scheme** means *Tide Residences Maroochydore* community titles scheme.
- (t) **Scheme Land** means all the land included in the Scheme.
- (u) **Secretary** means the secretary of the Body Corporate.
- (v) **Speed Limit** means 20 kilometres per hour or such other speed nominated by the Body Corporate from time to time.

3. Observance of By-Laws and Peaceful Enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of their Lot.

4. Vehicles

- 4.1 An Occupier or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) park a vehicle or allow a vehicle to stand on the Common Property; or
 - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.
 - 4.2 An approval under sub-section 1, with the exception of designated visitor parking;
 - (a) must state the period for which it is given;
 - (b) may be revoked by giving 7 days written notice to the Owner or Occupier;
 - 4.3 The Body Corporate is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property.
 - 4.4 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
 - 4.5 Occupiers must provide (upon request) to the Body Corporate particulars of the make, model and vehicle registration of vehicles the Occupiers intend to park within the Scheme.
- ### 5. Use of Lots
- 5.1 Subject to these By-Laws (including the rights of a caretaking service contractor or agent holding a letting authorisation from the Body Corporate), Lots must be used only for residential.
 - 5.2 Lots must not be used:
 - (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;

Tide Residences Maroochydore community titles scheme

- (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;
or
- (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

5.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:

- (a) the use does not conflict with the rights of any caretaking service contractor or letting agent holding a letting authorisation from the Body Corporate;
- (b) the use is lawful and all necessary permits and insurances for the use are held;
- (c) the use does not unreasonably interfere with the amenity of other Occupiers;
- (d) the Occupier obeys the reasonable directions and requirements of the Body Corporate;
- (e) Occupiers must not permit any Invitee to conduct a business from the Lot;
- (f) Occupiers must provide to the Body Corporate details of any business to be operated from the Lot for inclusion in register including, the type of business, name of business, copies of all relevant permits and approvals from relevant authorities; and
- (g) Occupiers do not change the configuration of a Lot in a way that conflicts or is in breach of the development approval for the Scheme.

5.4 Lots must not, without the written permission of the Body Corporate, store a flammable substance within their Lot unless the substance is used for normal domestic use.

5.5 No auction sale is to be conducted or to take place within the Scheme.

6. Maintenance of Lots

Occupiers must:

- (a) maintain and repair their Lot and keep it clean and free of rubbish and vermin so that it is not offensive in appearance to other Occupiers;
- (b) keep accessible windows and glass clean; and
- (c) maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly, does not increase fire risks and does not contribute to the spread of noxious weeds.

7. Alteration to Lots

7.1 Lots must not be altered in any way without the prior written approval of the Body Corporate. The Body Corporate must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

7.2 No approval of the Body Corporate is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.

7.3 An Owner must submit to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations.

Tide Residences Maroochydore community titles scheme

7.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.

8. Appearance of Lots

8.1 The purpose of this By-Law is to ensure that the Scheme remains at all times visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform to the landscaping of the Scheme generally.

8.2 Unless approved in writing by the Body Corporate, an Occupier must not:

- (a) hang any washing, bedding or other articles;
- (b) display any sign, banner, advertisement or similar articles;
- (c) use any part of the Lot for storage;
- (d) keep any oversized plants (as determined by the Body Corporate); and
- (e) install any aerials, receivers or the like,

if visible from outside of the Lot at ground level.

8.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of a white or cream backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-Law in giving any approval.

8.4 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

8.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.

8.6 An Occupier must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

9. Inspection of Lots

9.1 Occupiers must permit, (upon 3 days Notice from the Body Corporate, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:

- (a) access Common Property for any reason;
- (b) read any meter, conduct inspections or test any equipment;
- (c) trace and repair any leakage or defect in equipment; and
- (d) maintain any equipment.

9.2 If an Occupier does not permit access, the Body Corporate may procure entry and will not be liable for any damage occasioned in procuring the entry.

9.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

Tide Residences Maroochydore community titles scheme

10. Access through Lots

- 10.1 If the Body Corporate gives the Occupier reasonable notice of the intention to enter the Lot (except in the case of emergency when no notice is required) in order to access Common Property for any purpose, including maintenance, upgrade or replacement of Common Property, an Occupier must permit representatives, agents and contractors of the Body Corporate access through the Lot at all reasonable times.

11. Behaviour of Occupiers and Invitees

- 11.1 All persons within the Scheme;

- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of others;
- (b) must not make or permit amplified music to cause any annoyance to others;
- (c) must not make or permit musical instruments to be played causing any annoyance to others;
- (d) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
- (e) leaving of entering after 11.00 pm must do so quietly; and
- (f) unless within the privacy of a Lot, must be appropriately dressed.

12. Garbage Disposal

- 12.1 Garbage must:

- (a) be kept in a clean and dry garbage receptacle within a Lot or on Common Property areas designated for keeping garbage;
- (b) be disposed in a manner that will not adversely affect the health, hygiene or comfort of others; and
- (c) not be deposited on the Common Property.

- 12.2 The Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authorities to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

- 12.3 Garbage bins left for collection must be removed from the Common Property or the road verge soon after garbage collection, if possible on the same day.

- 12.4 All bins must be kept in a clean and odour free state.

13. Keeping of Pets

- 13.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:

- (a) Pets must wear an identification tag, tattoo or micro chip;
- (b) a photo of each Pet must be provided to the committee of the Body Corporate before the Pet is brought onto the Scheme, together with type of pet, breed, age, sex and registration details (if applicable);

Tide Residences Maroochydore community titles scheme

- (c) if required by law to be licensed or registered, Pets are licensed or registered;
 - (d) clean and remove any mess left on Common Property by any Pet under their control;
 - (e) ensure that Pets are appropriately restrained while on Common Property;
 - (f) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
 - (g) Pets are not be taken onto and out of the Scheme via any common foyer area unless this is the only practical way to move the Pets to their respective Subsidiary Lots (entry via the car park or use of a goods lift should be used if possible);
 - (h) Pets are not allowed in the recreation area; and
 - (i) a maximum of 2 Pets are permitted within a Lot at any time.
- 13.2 If an Occupier fails to comply with the conditions in sub-clause 1, the Occupier must remove a Pet from the Scheme if directed by the Body Corporate.
- 13.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Scheme.
- 13.4 Animals which are not Pets may not be kept within the Scheme.
- 13.5 A dog that is declared by an Authority to be a dangerous dog or menacing dog may not be brought onto a Lot or Common Property.
- 14. Broadband Infrastructure**
- 14.1 The Body Corporate acknowledge that;
- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and
 - (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works
- 14.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the Body Corporate grants a licence to NBN Co Limited for:
- (a) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
 - (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).
- 14.3 The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the *Telecommunications Act* and any associated instruments (**Schedule 3**), they waive and agree to waive;
- (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
 - (b) any right they may have to object to those activities.
- 14.4 The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to NBN Co Limited.

Tide Residences Maroochydore community titles scheme

14.5 Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Scheme to be part of the National Broadband Network.

15. Recreational Area

15.1 The pool may only be used between 7.30am and 9pm between the months of April to September. Between the months of October and March the pool may be used between the hours of 7.30am and 10pm.

15.2 Occupiers utilising the pool and surrounding areas must at all times behave in a safe manner and must not interfere with the quiet enjoyment of others.

15.3 Any barbeque and immediately surrounding area on Common Property may be used between the hours of 7.30am and 10pm. The Body Corporate may operate a booking system for any barbeque and immediately surrounding area. If there is a booking system, the Body Corporate:

- (a) may set time-periods to allow reasonable use of those facilities; and
- (b) may set a maximum advance period during which bookings will be taken; and
- (c) may set a maximum number of bookings that can be taken from Occupiers in a particular period (for example, no more than 3 bookings a month), but this must not be used to prevent people using a facility when it will otherwise be unoccupied; and
- (d) may appoint someone (such as a the service contractor) to manage the bookings; and
- (e) must take reasonable steps to ensure that all Occupiers are able to have fair and reasonable access to the facilities.

15.4 Occupiers must ensure they tidy furniture and remove rubbish immediately after use of any barbeque and immediately surrounding area

16. Various matters concerning Common Property

16.1 Bicycles must only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

16.2 The Speed Limit must not be exceeded while driving any vehicle on the Common Property.

16.3 Occupiers must not:

- (a) interfere with the lawful use of the Common Property;
- (b) interfere with the use of access ways or any easement giving access to or through the Common Property;
- (c) use Common Property facilities for any purpose for which they were not intended for use;
- (d) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the prior written consent of the Body Corporate; or
- (e) not at any time smoke cigarettes or any other substance whilst on Common Property.

16.4 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

Tide Residences Maroochydore community titles scheme

16.5 No auction sales are to be conducted upon the Common Property without the prior written permission of the Body Corporate.

17. Lot Utility Infrastructure located on Common Property

17.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by a Developer.

17.2 Owners are responsible for:

- (a) the repair, maintenance and replacement of: and
- (b) any loss or damage to,

Lot Utility Infrastructure.

17.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

18. Supply of Utilities

18.1 This By-law applies to the supply of any utilities in the Scheme by the Body Corporate including:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning;
- (c) any form of energy.

In this By-law these are called the **Metered Utilities**.

18.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:

- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot; and
- (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

18.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Owner or Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and

Tide Residences Maroochydore community titles scheme

- (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
 - (d) may require payment of a security deposit determined from time to time by the Body Corporate; and
 - (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).
- 18.4 The Body Corporate:
- (a) may refuse to enter into Supply Agreements with a person who is not the Owner of the Lot; and
 - (b) must not refuse to enter into a Supply Agreement with an Owner of a Lot if the Owner:
 - (i) has paid the required security deposit; and
 - (ii) is not in arrears for the previous supply of a Metered Utility.
- 18.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Owner or Occupier of the Lot unless:
- (a) the ownership of the Lot has changed as a result of an inheritance or a family or defacto law disposition; or
 - (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.
- 18.6 An Owner must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:
- (a) is the Owners responsibility; and
 - (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

This By-law does not apply to pipes within an Owners Lot that only service that Lot.

19. Security System

Windows and external doors in Lots must be locked when nobody is in the Lot.

20. Exclusive Rights of Caretaker and Letting Agent

- 20.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 20.2 While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 20.3 The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

Tide Residences Maroochydore community titles scheme

- 20.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
 - (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
 - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
 - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

21. Lease or Licence of Common Property

The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence in favour of an electricity utility supplier for the keeping of electricity infrastructure.

22. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Lot to be used, for the purposes of a Display Unit;
- (b) erect or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property.

23. Carrying out development of Scheme

23.1 A Developer may, at any time, to facilitate the further carrying out of the Scheme, enter upon the Common Property to undertake works on, to or within the Common Property, of any kind required for the further carrying out of the development of the Scheme, including, without limitation:

- (a) excavation and earthworks;
- (b) construction of improvements generally, temporary or permanent;
- (c) construction, modifications and changes necessary to establish utility infrastructure and utility services, whether public or private, and connections thereto.

23.2 Without limiting the rights of a Developer under sub-clause 1, a Developer may, without the consent of the Body Corporate:

- (a) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;

Tide Residences Maroochydore community titles scheme

- (b) damage the Common Property for the purpose of carrying out the further development, including excavation and earth works;
- (c) cut holes in walls which are part of the Common Property for access purposes;
- (d) use Common Property and improvements thereon for support, both temporary and permanent;
- (e) install and keep rock anchors within or on Common Property;
- (f) build improvements, temporary and permanent, on Common Property;
- (g) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
- (h) temporarily close off access to areas of Common Property (including for extended periods of time), and including for safety purposes; and
- (i) install and keep signage on the Common Property.

23.3 A Developer may exercise its rights in the company of or through its nominees or agents.

23.4 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Developer to give effect to any of the rights of a Developer in this CMS and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 159 (4) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by the Developer to the Body Corporate. For example, if directed by the Developer, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.

23.5 While any construction or building operations are occurring within the Scheme, Occupiers must comply with the reasonable directions of any Developer (and persons authorised by it). In particular, they must comply with safety directions and any altered traffic (vehicle and pedestrian) flow directions.

23.6 The Body Corporate, any Owners and Occupiers must, without limitation:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent to enable and facilitate;
- (e) grant exclusive use rights, special privilege rights, access licences and other rights as required by a Developer to enable and facilitate;
- (f) sign all consents, survey plans and documents including new community management statements, building management statements, transfers, survey plans, easements, surrenders of easements, as required by a Developer to enable and facilitate,

the further carrying out of the development of the Scheme.

Tide Residences Maroochydore community titles scheme

23.7 The rights of a Developer under this By-law apply notwithstanding any inconsistency with any other By-law, including the application of any By-Law in respect of any Development Lot (as defined in Schedule B). For example, By-laws regarding alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Development Lots.

24. Exclusive Use Areas - Car Parks

24.1 Specified rights of exclusive use - car parks

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked "A" attached hereto; and
- (b) may use those exclusive use areas for the purposes of car parking.

24.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for car parking purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states:
 - (A) the Lots for which exclusive use car park areas are to be allocated; and
 - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use car park areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use car park areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use car park areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning car park areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

Tide Residences Maroochydore community titles scheme

24.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use car park area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

24.4 Other matters about exclusive use car park areas

- (a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.
- (b) A vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- (c) A person may install a storage cage within an exclusive use car park area only with the prior written consent from the Body Corporate, not to be unreasonably withheld, and which approval may be given with conditions concerning size, types and colours of storage devices.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (f) The Body Corporate is entitled to pass through an exclusive use car park area where necessary to obtain access to a part of the Common Property.

25. Exclusive Use Areas - Storage

25.1 Specified rights of exclusive use - storage

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked "A" attached hereto; and
- (b) may use those exclusive use areas for the purposes of storage.

25.2 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for storage purposes.

Tide Residences Maroochydore community titles scheme

- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states;
 - (A) the Lots for which exclusive use storage areas are to be allocated; and
 - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use storage areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use storage areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use storage areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning storage areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

25.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use storage area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

25.4 Other matters about exclusive storage areas

- (a) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (b) The Body Corporate is entitled to pass through an exclusive use storage area where necessary to obtain access to a part of the Common Property

Tide Residences Maroochydore community titles scheme

26. Exclusive Use Areas - Courtyards

26.1 Specified rights of exclusive use - courtyards

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked "A" attached hereto; and
- (b) may use those exclusive use areas for the purposes of use as courtyards (and where the consent of the Body Corporate is first obtained, may be used for installation of a plunge pool).

26.2 Exclusive use allocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for courtyard use purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states;
 - (A) the Lots for which exclusive use courtyards are to be allocated; and
 - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use courtyard areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use courtyards under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

26.3 Recording allocations

- (a) If any exclusive use courtyard area is allocated under this By-law then the Body Corporate must:
 - (i) take all steps required to formalise the authorised allocation; and
 - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation in Schedule E.

26.4 Other matters about exclusive courtyard areas

- (a) An exclusive use courtyard area must be maintained at the cost of the relevant owner to a quality in keeping with the Scheme and must not be allowed to become unsightly, un-kept or overgrown with vegetation.

Tide Residences Maroochydore community titles scheme

- (b) The Body Corporate is entitled to pass through an exclusive use courtyard area where necessary to obtain access to a part of the Common Property.

27. Exclusive Use Areas and Assets - Driveways and Other

27.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

27.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

27.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

27.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
- (i) areas that are constructed as individual bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
 - (ii) areas that are constructed as signage areas, for use as exclusive use signage for the benefit of the Lots to which the areas are respectively allocated;
 - (iii) areas that are constructed as driveways, for use as a driveway and may also be used for parking vehicles;
 - (iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (**External Areas**) that:
 - (A) are adjoining or adjacent to the Lot to which they are allocated; and
 - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot
- and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
- (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;

Tide Residences Maroochydore community titles scheme

- (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
- (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

27.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked under this By-law then:
 - (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
 - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "*External Area ancillary to the Lot*") for areas allocated under sub-clause 4(a)(iii).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

28. FLOOD MANAGEMENT

29. The Body Corporate must

- (a) ensure all Owners and occupants and the service contractor under the Caretaking Agreement have access to the Flood Emergency Management Plan;
- (b) ensure the Flood Emergency Management Plan is reviewed annually in conjunction with the service contractor under the Caretaking Agreement and following any significant flood event to determine if any improvements can be made; and
- (c) ensure any updates to the Flood Emergency Management Plan are registered with any local disaster management coordination centre (or similar).

29.2 Occupants must at all times comply with the Flood Emergency Management Plan.

Tide Residences Maroochydore community titles scheme

30. COUNCIL MANDATED CONDITIONS

The development approval for the Scheme requires that this Community Management Statement contain By-Laws as set out in this Part. References to any lot numbering and defined terms have the meaning given to them in the relevant approval

CONDITION (MCU11/0180.01)	
13	<p>Plan of Development All future dwellings on the approved lots must be sited and constructed in accordance with the approved building envelope and dwelling controls (ie. The —Plan of Development - Stages 2-4II) shown on the Approved Plans and the Code for Residential Development and Use Maroochy Place Residential Community August 2015. Future dwellings to be constructed in accordance with both documents.</p>
13A	<p>All future development on Lot 1 must be sited and constructed in accordance with the approved building envelopes and dwelling controls (ie. the —Plan of Development – Stage 1) shown on the Approved Plans. Future development to be constructed in accordance with it.</p>
32	<p>Property Access and Driveways The residential driveway to all Lots accessed via indented parking bays must be constructed to ensure that the indented parking bays are not affected by future dwellings. The works must be undertaken in accordance with an Operational Works approval and in accordance with IPWEAQ standard drawing SEQ R-050. The location of the driveways must be as shown on the Approved Plans.</p>
39	<p>Flood Immunity Public access easements must be registered over approved Lot 1 allowing for public access from Kuran Street and new Road 2 to the flood refuge area. The ability for the public to access the flood refuge area must also be included within the Community Management Statement of any future development on proposed Lot 1.</p>
Property Notes	<p>MCU11/0180 – POD PACKAGE – Plan of Development The following notation applies to all approved lots: To ensure the amenity of this lot and its neighbours is maintained, all building work must be sited and constructed in accordance with the approved Plan of Development and Preliminary Approval Overriding the Planning Scheme for a Material Change of Use (Detached Houses) applying to the lot (refer to Council Approval MCU11/0180). The private certifier must satisfy itself that the proposed building work complies with both the Preliminary Approval overriding the Planning Scheme and the approved Plan of Development.</p>
CONDITION (MCU16/0099)	
11	<p>Building Appearance All air conditioning units or other mechanical equipment must be visually integrated into the design and finish of the building, or otherwise fully enclosed or screen such that they are not visible from the street frontages nor adjoining properties.</p>
12	<p>All deck and balcony areas above ground floor must not be enclosed by permanent fixtures such as shutters, louvers, glass panelling or the like, except where required to satisfy any privacy condition of this Decision Notice.</p>
15	<p>Clothes Drying Facilities Each dwelling unit must be provided with a non-mechanical (natural) clothes drying area, or alternatively, each dwelling unit must have access to a communal outdoor clothes drying area that is fitted with robust clothes lines. Where individual clothes drying areas are provided on balconies, they are to be concealed or screened from public view.</p>

Tide Residences Maroochydore community titles scheme

CONDITION (MCU11/0180.01)																										
18	<p>Community Management Statement All boundary landscaping and boundary drainage (excluding the rear drainage reserve to be dedicated to Council) must be common property.</p>																									
21	<p>Visibility into the Linear Parkland All dwellings adjoining the Linear Parkland (in Stages 1 and 2) must have side and rear fences which taper down to 1.5m maximum height where they adjoin the Linear Parkland to allow for visibility into the Park. The taper should begin along the side boundary fences 2m from the rear property boundary (i.e.: the side fencing should graduate down to 1.5m high where it adjoins the park).</p>																									
36	<p>Stormwater Drainage For dwellings 9 to 14 and 24 to 31 maintenance requirements for the fencing to the rear of dwellings 9-14 and 24-31 inclusive are to be written into the Community Title Scheme as follows:</p> <ol style="list-style-type: none"> 1. fencing to the rear of the subject dwellings is to include a minimum bar spacing of 90mm/75% permeability. This fencing is to be maintained at all times and cannot be modified unless in compliance with the design parameters. 2. the purpose of the fencing design parameters is to ensure surface stormwater can drain to the internal road at all times. 3. the fencing and drainage inlets are to be cleared and inspected by the body corporate after all storm events. <p>In this condition, reference to dwellings is referencing blocks of units as shown in the plans. The corresponding lots are below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Dwelling Unit Block</th> <th style="text-align: center;">Lots in Scheme</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">9 (Stage 2)</td> <td style="text-align: center;">216 – 219</td> </tr> <tr> <td style="text-align: center;">10 (Stage 2)</td> <td style="text-align: center;">220 – 221</td> </tr> <tr> <td style="text-align: center;">11 (Stage 2)</td> <td style="text-align: center;">222 – 224</td> </tr> <tr> <td style="text-align: center;">12 (Stage 2)</td> <td style="text-align: center;">225 - 227</td> </tr> <tr> <td style="text-align: center;">13 (Stage 2)</td> <td style="text-align: center;">228 – 231</td> </tr> <tr> <td style="text-align: center;">14 (Stage 2)</td> <td style="text-align: center;">232 - 233</td> </tr> <tr> <td style="text-align: center;">24</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">Stage 3 – Lots no. (to be advised)</td> </tr> <tr> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">26</td> </tr> <tr> <td style="text-align: center;">27</td> </tr> <tr> <td style="text-align: center;">28</td> </tr> <tr> <td style="text-align: center;">29</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">Stage 4 – Lots no. (to be advised)</td> </tr> <tr> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">31</td> </tr> <tr> <td style="text-align: center;">31</td> </tr> </tbody> </table>	Dwelling Unit Block	Lots in Scheme	9 (Stage 2)	216 – 219	10 (Stage 2)	220 – 221	11 (Stage 2)	222 – 224	12 (Stage 2)	225 - 227	13 (Stage 2)	228 – 231	14 (Stage 2)	232 - 233	24	Stage 3 – Lots no. (to be advised)	25	26	27	28	29	Stage 4 – Lots no. (to be advised)	30	31	31
Dwelling Unit Block	Lots in Scheme																									
9 (Stage 2)	216 – 219																									
10 (Stage 2)	220 – 221																									
11 (Stage 2)	222 – 224																									
12 (Stage 2)	225 - 227																									
13 (Stage 2)	228 – 231																									
14 (Stage 2)	232 - 233																									
24	Stage 3 – Lots no. (to be advised)																									
25																										
26																										
27																										
28																										
29	Stage 4 – Lots no. (to be advised)																									
30																										
31																										
31																										
42	<p>Flood Immunity The site must include provision of a flood refuge area above the probable maximum flood level, located within the communal recreation area (and may be provided in part in the upper level of a community building). The flood refuge area must be as large as practical, but not less than 600m². The ability for the public to access the flood refuge area must also be included within the Community Management Statement.</p>																									
88	<p>Water All internal water supply and sewerage infrastructure within the development site including sewerage pipes and water supply pipes remains the responsibility of the Body Corporate.</p>																									
89	<p>The Body Corporate is responsible for the ownership, operation, maintenance and repair of all internal water supply and sewerage infrastructure within the precinct or sub precinct.</p>																									

Tide Residences Maroochydore community titles scheme

CONDITION (MCU11/0180.01)	
Property Notes	<p>MCU16/0099 – Adjoining Sports Complex</p> <p>The following notation applies to all lots in Stages 1, 2 and 3:</p> <p>This lot adjoins a major regional sports complex where outdoor sporting activities occur regularly throughout the year, with both day and evening activities. There is also a current master plan for the development of additional playing fields generally adjacent the eastern boundary of the site.</p>
CONDITION (RAL 18/0024 and MCU16/0099)	
18 and 7	<p>Community Management Statement</p> <p>All boundary landscaping and boundary drainage (excluding the rear drainage reserve to be dedicated to Council) must be common property.</p>

SCHEDULE D ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Lots 101 - 130 on SP300922 Lots 201 - 233 and Lot 800 on SP300923	Support
Lots 101 - 130 on SP300922 Lots 201 - 233 and Lot 800 on SP300923	Utility Services and Utility Infrastructure
Lots 101 - 130 on SP300922 Lots 201 - 233 and Lot 800 on SP300923	Shelter
Lots 101 - 130 on SP300922 Lots 201 - 233 and Lot 800 on SP300923	Projections
Lots 101 - 130 on SP300922 Lots 201 - 233 and Lot 800 on SP300923	Maintenance of building on or close to boundary

Services Location Diagrams

The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram
Common Property	Stormwater, Sewer, Water, Electrical and Comms	Attached diagram marked "X"