

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

SUMMERLIN LILLY RESIDENCES COMMUNITY
TITLES SCHEME _____

2. Regulation module

ACCOMMODATION

3. Name of body corporate

BODY CORPORATE FOR SUMMERLIN LILLY RESIDENCES COMMUNITY TITLES SCHEME _____

4. Scheme land

Lot on Plan Description

Common Property of Summerlin Lilly Apartments CTS _____

Lots 201-206, 211-217, 221-227, 231-237, 241-247 on SP332318

Title Reference

To issue from 51283633

To issue from 51283633

5. #Name and address of original owner

Ivedon Street Pty Ltd A.C.N. 139 408 745
c/o – Dennis Family Corporation, Building One, 2404
Logan Road, Eight Mile Plains Qld 4113

6. Reference to plan lodged with this statement

SP332318

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not Applicable

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

Ivedon Street Pty Ltd A.C.N. 139 408 745 by its Attorney Marcus Roy Ford
under Power of Attorney No. 717403834 who declares that he has received
no notice of the revocation of the Power of Attorney

14 / 03 / 2023
Execution Date

.....
Marcus Roy Ford, Attorney
***Execution**

*Original owner to execute for a first community management statement
~~*Body corporate to execute for a new community management statement~~

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 201 on SP332318	944	593
Lot 202 on SP332318	929	562
Lot 203 on SP332318	1090	650
Lot 204 on SP332318	1089	663
Lot 205 on SP332318	929	555
Lot 206 on SP332318	944	593
Lot 211 on SP332318	964	553
Lot 212 on SP332318	948	518
Lot 213 on SP332318	950	512
Lot 214 on SP332318	948	518
Lot 215 on SP332318	948	518
Lot 216 on SP332318	948	512
Lot 217 on SP332318	964	553
Lot 221 on SP332318	998	560
Lot 222 on SP332318	982	530
Lot 223 on SP332318	983	524
Lot 224 on SP332318	982	530
Lot 225 on SP332318	982	530
Lot 226 on SP332318	982	524
Lot 227 on SP332318	998	560
Lot 231 on SP332318	1032	569
Lot 232 on SP332318	1015	543
Lot 233 on SP332318	1017	537
Lot 234 on SP332318	1015	543
Lot 235 on SP332318	1015	543
Lot 236 on SP332318	1015	537
Lot 237 on SP332318	1032	569
Lot 241 on SP332318	1065	574
Lot 242 on SP332318	1049	562
Lot 243 on SP332318	1051	555
Lot 244 on SP332318	1049	562
Lot 245 on SP332318	1049	562
Lot 246 on SP332318	1049	555
Lot 247 on SP332318	1065	574
TOTALS	34,020	18,843

Deciding Contribution Schedule Lot Entitlements (CSLE)

1. The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal and have been based on the 'Relativity Principle'. As required by Section 46A of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been allocated having regard to:
 - (a) how the community titles scheme is structured;
 - (b) the nature, features and characteristics of the lots;
 - (c) the purposes for which the lots are used;
 - (d) the impact the lots may have on the costs of maintaining the common property; and

- (e) the market values of the lots.
2. On the basis of these factors there is a variation in the CSLE for the scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for such items as repairs and maintenance of some areas of the Common Property.
3. When allocating the lot entitlements to be included in the CSLE, each of the above factors impact on the allocation in the following ways:

(a) **Structure of the scheme**

The scheme is not part of a layered scheme and the structure of the scheme does not affect the CSLE.

(b) **Nature, Features and Characteristics of the Lots in the Scheme**

The Body Corporate is part of a Building Format Plan of subdivision so is responsible for the repairs and maintenance of Common Property within the scheme. This includes the landscaping, driveways, exterior walls and windows, roof, utility infrastructure and utility services to Common Property. In allocating CSLE the following features and characteristics of lots in the scheme increase the burden that the lot places on the body corporate expenditure for the maintenance, cleaning and repair of the Common Property:

- (i) The Area of the Lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater the demand on support and shelter costs.
- (ii) The number of potential Occupants. Not all lots have the same number of potential occupants. Larger lots that can cater to a greater number of occupants have the potential to create a greater burden on Common Property and additional lot entitlements are added to reflect this.
- (iii) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is situated. The higher the lot in the building the higher the cost of maintaining, cleaning and repairing the exterior of the lot and the higher the burden placed on maintaining, operating and repairing the lifts.

(c) **The purpose for which the lots are used**

Each of the lots in the scheme are used for residential purposes and consequently this factor does not affect the lot entitlements.

(d) **The impact the lots may have on the costs of maintaining the common property**

The impact the lots may have on the costs of maintaining the common property affects the CSLE as outlined in item 3(b).

(e) **The market values of the lots**

The market value of the lots does not affect the CSLE.

In having reference to the above factors it is considered just and equitable for there to be a variation in the CSLE for lots within the scheme.

Deciding Interest Schedule Lot Entitlements (ISLE)

The Interest Schedule Lot Entitlements (ISLE) for the scheme are not equal and have been based on the 'Market Value Principle' as required by Section 46B of the Body Corporate and Community Management Act 1997.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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In accordance with the layered arrangements identified in the community management statement for Summerlin CTS 50702.

SCHEDULE C	BY-LAWS
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The By-laws in Schedule 4 of the Act will not apply to the Scheme and the following By-Laws will apply:

1. INTERPRETATION

1.1 Rules of Interpretation

In these By-Laws unless a contrary intention appears:

- (a) headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws;
- (b) the singular includes the plural and visa versa;
- (c) references to either gender shall include a reference to the other gender;
- (d) reference to the whole includes any part of the whole;
- (e) a 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;
- (f) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (g) where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the committee unless there is a legal restriction on the committee doing so; and
- (h) all By-Laws must be construed so as not to be invalid, illegal or unenforceable in any respect but if any By-Law on its true interpretation is illegal, invalid or unenforceable that provision may be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and a may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such By-Law or part cannot be so read down by such By-Law will be deemed to be void and severable and the remaining By-Laws or part must not in any way be affected or impaired.

1.2 Definitions

In these By-Laws unless a contrary intention appears, the following words have these meanings:

Act means the *Body Corporate and Community Management Act 1997 (Qld)* and the Regulation Module applying to the Scheme.

Authority means any body, Government or otherwise, or person having or exercising control over the use or operation of the Scheme.

Body Corporate means the Body Corporate created upon the establishment of the Scheme, and includes the successors in title and assigns of the Body Corporate, the registered lessee of the Common Property of the Body Corporate if any, and where the context permits, the Body Corporate's associates.

Body Corporate Assets means the personal property of the Body Corporate.

By-Laws means the By-Laws or any specified part of them.

Caretaker Manager means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.

Common Property means the Common Property of the Scheme.

Committee means the Committee of the Body Corporate appointed pursuant to the Act.

Cost(s) includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including, where appropriate, all legal fees on an indemnity basis.

Heavy Vehicle includes a motor vehicle in excess of three (3) tonnes weight unloaded.

Invitee in relation to Owner or Occupier of a Lot includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of:

- (a) an Owner or Occupier of a Lot; and
- (b) in the case of an Owner within the provisions of Section 19 of the Act, being the Body Corporate for a Lot which is itself scheme land for a subsidiary scheme, of Owners or Occupiers of a Lot in a subsidiary scheme.

Law means any statute, rule, regulation, proclamation, ordinance, By-Law or statutory instrument (as defined in the *Statutory Instruments Act 1992 (Qld)*), whether present or future and state, federal or otherwise.

Local Government means the Brisbane City Council.

Lot means a Lot in the Scheme to the maximum extent consistent with the Act and where lawful Section 18(4) of the Act shall not apply to the use of the term "Lot" in these By-Laws), includes a lot in any subsidiary scheme.

Notice means any notice in writing, any statement in writing, any written material and any other written communication.

Occupier includes the Owner (when the Owner is in occupation of the Lot) and includes a mortgagee in possession of a Lot and includes an occupier of a part of a Lot and for the sake of clarity, in the case of a Lot included in the Scheme which is scheme land for a subsidiary scheme, includes the occupier of a Lot or Common Property in the subsidiary scheme.

Original Owner has the meaning given to it in the Act and initially means Ivedon Street Pty Ltd A.C.N. 139 408 745.

Owner has the meaning ascribed to that term by the Act including by the Dictionary with the Act and the provisions of Section 19(a) of the Act, (and therefore includes the Body Corporate for a Lot included in the Scheme which Lot is itself scheme land for a subsidiary scheme) without limitation by Section 19(b) of the Act. Owner includes the successors in title and assigns of the Owner and the registered lessee of a Lot if any.

Principal CTS means Summerlin CTS 50702.

Principal CTS CMS means the community management statement for the Principal CTS.

Recreation Areas includes all the recreation and similar areas and facilities on the Scheme Land.

Scheme means Summerlin Lilly Residences CTS_____.

Scheme Land means all the land contained in the Scheme.

Secretary means the Secretary of the Body Corporate.

Subsidiary Scheme means a community titles scheme, the scheme land of which forms part of the Scheme Land of the Scheme.

Vehicles includes motor bikes, but does not include motor vehicles in excess of three (3) tonnes weight loaded, caravans, campervans or mobile homes.

2. PRINCIPAL SCHEME BY-LAWS

2.1 Layered arrangement effect on By-laws

As a subsidiary scheme of the Principal CTS, each Owner is bound by the terms of the Principal CTS CMS.

The Body Corporate cannot adopt consent or record, a new community management statement (for the subsidiary scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing community management statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

The Body Corporate of a Subsidiary Scheme (being deemed by the Act to be an Owner of a Lot (included in the Scheme) constituting a Subsidiary Scheme) must:

- (a) not suffer, permit or allow any Owner or Occupier of a Lot included in the Subsidiary Scheme or Invitee of such Owner or Occupier to do anything which (if done by an Owner or Occupier of a Lot included in this Scheme, would constitute a breach of these By-Laws);
- (b) take all action necessary, and available to it, to enforce its own Community Management Statement (including its By-Laws) if requested to do so by the Committee or the Body Corporate; and
- (c) not adopt consent or record, a new Community Management Statement (for the Subsidiary Scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing Community Management Statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

2.2 Compliance

The By-Laws of this CTS and of any Subsidiary Schemes must:

- (a) comply with all laws (including by reason of any relevant orders issued from any court having jurisdiction);
- (b) comply with all requirements of any authority having jurisdiction including without limitation the Local Government (including without limitation all approvals); and
- (c) take into account the plans and statements (as are current from time to time) provided by the Original Owner including without limitation relating to environmental management, engineering management, fauna management, vegetation management, landscaping management and and/or acoustics.

2.3 Covenants and agreements

The Original Owner and/or Body Corporate shall have the power to grant all easements, covenants and enter into all agreements required by any relevant authority, utilities or service provider (including without limitation the Local Government). This may include without limitation:

- (a) the granting, surrendering or amending of any registered easements;
- (b) the granting, surrendering or amending of any registered covenants;
- (c) the dedication of any land (including as open space or road);
- (d) the granting of rights in relation to access to or use of common property; and/or
- (e) agreements with respect to the maintenance of any land or facility within the general vicinity of the CTS, and the terms of such agreements shall be at the absolute discretion of the Body Corporate.

3. PROTECTION OF COMMON PROPERTY

3.1 Landscaping

An Owner or Occupier of a Lot must not:

- (a) damage or remove any landscaping, lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden or landscaping area any portion of the Common Property.

3.2 Damage to Common Property or Lot

An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Body Corporate Asset.

3.3 Depositing of rubbish on Common Property

An Owner or Occupier of a Lot must:

- (a) not deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot;
- (c) lawfully dispose of any rubbish located on the Lot; and
- (d) follow all directions of the Committee with respect to the disposal of rubbish within the Scheme.

The Committee is empowered in its absolute discretion to clear away (at the cost of any offending Owner or Occupier) all such rubbish, dirt, dust, paper, refuse, cigarette butts or other material or substance and repair any damage caused to the Common Property or Lot.

4. CONDUCT WITHIN THE SCHEME

4.1 Nuisance

An Owner or an Occupier of a Lot must not permit noxious or offensive trade or activity to be carried on upon the Scheme Land or in any Lot nor permit anything to be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limitation:

- (a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) all musical instruments, wireless, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) guests leaving after 11.00pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours;
- (d) in the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also further steps as may be within their power for the same purpose; and
- (e) not smoke cigarettes or any other substance whilst on Common Property.

4.2 Obstruction

An Owner or Occupier of a Lot must not:

- (a) obstruct or interfere with:
 - (1) the Lawful use of the Common Property by any person; or
 - (2) the use of pathways and driveways on the Common Property and any easement giving access to the Common Property;
- (b) use pathways and driveways on the Common Property and any easement giving access to the Common Property for any other purpose than the reasonable ingress and egress to and from their particular Lot.

Occupiers (other than the Original Owner) must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

4.3 Accidents on Common Property

The Owner and Occupier of a Lot must:

- (a) give Notice in writing to the Body Corporate of any accident which:
 - (1) occurs on or arises out of or relates to Common Property; or
 - (2) involves the Owner, Occupier or any Invitee of the Owner or Occupier; and
- (b) include in such Notice, all details of such accident normally required by an insurer;
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate or its representatives; and
- (d) advise the Body Corporate in writing of any observed hazard, defect or damage observed on Common Property.

4.4 Storage of flammable materials

The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property. The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes. However, this section does not apply to storage of fuel in:

- (a) a fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or a boat in which the fuel is stored under the requirements of the Laws relating to the storage of flammable liquid.

4.5 Use of services and facilities

The Owner or Occupier of a Lot must use services and facilities in Lots and the Common Property properly and not for any purpose for which they were not designed.

4.6 Notice of damage

The Body Corporate must be promptly notified of any damage to or defect in water or gas pipes, electrical cables, service cables, utility infrastructure and other fixtures which comprise part of the Common Property.

4.7 Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of insurance on his Lot or any other part of the Scheme Land which may conflict with the Laws and/or regulations relating to safety or any insurance policy for such Lot or Scheme Land or the regulations or ordinances or any public authority for the time being in force.

5. VEHICLES, PARKING AND DRIVING

5.1 Parking on Common Property

- (1) An Occupier 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 visitors' vehicles.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the Body Corporate may cancel the approval by giving 7 days' Notice to the Occupier, with the exception of designated visitor parking.

5.2 Ability to remove vehicles

The Committee is empowered in its absolute discretion to secure the removal of all and any vehicles parked contrary to the By-Laws on the Common Property by towing or other available means. The offending Occupier or Owner is responsible for all Costs of the Body Corporate incurred by reason thereof.

5.3 Heavy Vehicles

Heavy Vehicles are not permitted on Common Property and/or assets of the Body Corporate without the prior written permission of the Committee which can be given or withheld at its absolute discretion. This By-law does not apply to the Original Owner (or at its direction).

5.4 Speed limit

Occupiers must not exceed the Speed Limit while driving any vehicle on Scheme Land. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

5.5 Bicycles

Bicycles shall only be stored in the areas and racks provided by the Body Corporate (if any) and must be locked to prevent theft.

No motor bikes or scooters are to be stored or allowed to stand in any areas designated for bicycles.

6. USE OF LOTS

6.1 Peaceable use

Subject to this By-Law Lots may be used for any purpose permitted by Law.

No Occupier may use any Lot for a use which:

- (a) is illegal or unlawful;

- (b) may be injurious to the reputation of the CTS or Owners of Lot;
- (c) may interfere with other Owner's or Occupier's peaceful enjoyment of a Lot or Common Property;
- (d) may interfere with the general management of the common property and/or any Recreational Areas;
- (e) is contrary to any law or requirement of the Local Government; or
- (f) is inconsistent with the By-Laws of this CTS or of any Subsidiary Scheme.

6.2 Caretaker's Office

At any time, only one Lot (**Caretaker's Office**) included in a Scheme that is a Subsidiary Scheme may be used as an office from which to perform the duties of the Caretaker of the Common Property. The Caretaker's Office shall be:

- (a) initially the Caretaker's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Caretaker, while the Caretaker of Common Property for this Scheme, may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when the Caretaker ceases to be the Caretaker of Common Property for this Scheme, the Committee of this Scheme may nominate another Lot in a Scheme that is a Subsidiary Scheme of this Principal Scheme to be used as an office from which to perform the duties of the Caretaker of the Common Property. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of caretaking and managing.

6.3 Letting Agent's Office

The Letting Agent's Office shall be:

- (a) initially, the Letting Agent's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Letting Agent, while that Letting Agent holds an authorisation from this Scheme to act as a Letting Agent for this Scheme may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when that Letting Agent ceases to hold an authorisation from the Scheme to act as a letting agent for this Scheme, the Committee of this Scheme may nominate another Lot included in a Scheme that is a Subsidiary Scheme of this Scheme to be used to conduct the business of a letting and selling agent for the Lots. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law, may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of a letting and selling agent for the Lots. The Letting Agent's office and Caretaker's Office may be the same Lot.

6.4 Maintenance of Lots

Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish, insects and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) ensure that all balconies and terraces that form part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

If the Committee gives the Owner or Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, the Occupier must permit representatives and agents of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection, carrying out works and carrying out works to rectify any Breach.

An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to be tidy in appearance and facilitate the Scheme being visually uniform.

6.5 Structural matters

An Owner or Occupier must not:

- (a) make any structural alterations to the Lot (including any alteration to gas, water, electrical or similar installations or installation of any air-conditioning system); or
- (b) do anything which might affect the structural integrity of the improvements on the Scheme Land, without the prior written consent of the Committee. The Owner or Occupier must obtain any other approval required by law.

6.6 Changes to external appearance

An Owner or Occupier may not do anything to change the external appearance of the Lot without the prior written consent of the Committee and consent of the Local Authority (if required). For example, this means an Owner or Occupier must not:

- (a) enclose the balcony of the Lot;
- (b) place or construct any improvement on the Lot which can be seen from the outside of the Lot;
- (c) fix any antennae or aerial to the Lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window except those similar in appearance to insect screens (with flat screening material and which to all intents and purposes would be viewed as an insect screen);
- (e) hang curtains or other window trimmings in the Lot except curtains with a white or neutral backing;
- (f) alter any landscaping or garden;
- (g) hang washing, bedding or other articles, display any sign, banner, advertisement or similar articles, use any part of the Lot for storage (except exclusive use storage areas), keep any oversized plants (as determined in the opinion of the Committee) and install any aerials, receivers or the like if it is visible from the outside of the Lot.

This By-law does not apply to the Original Owner (or at its direction).

6.7 Treatment of balconies and terraces

All balconies and terraces are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with any requirement of the Local Authority, clearly depicted on approved Council drawings.

6.8 Security

Occupiers must:

- (a) lock or securely fasten all doors and window whenever the Lot is not occupied;
- (b) after entry or exit, close and lock any door, gate, roller door or other means of entry to the Scheme Land or an asset of the Body Corporate which are intended to prevent unauthorised access; and
- (c) keep all keys and other security devices in a safe place and immediately report to the Body Corporate or Service Contractor any keys or other security devices which may be lost or stolen.

An Owner or Occupier must not affix security screens to any window or door without the prior consent of the Committee.

6.9 Consent to alterations

The following procedure applies to an application for consent to alterations:

- (a) the Owner must submit a written request together with plans and specifications to the Committee;
- (b) the Committee may submit the plans to an architect, engineer or other consultant nominated by it, if they consider they need specialist advice;
- (c) the Committee may impose conditions on the approval of the plans and specifications; and
- (d) all fees and costs incurred by the Committee must be paid by the Owner.

6.10 Air-conditioning units located on Common Property

Air-conditioning units for Lots may be located on Common Property. Responsibility for the maintenance of air-conditioning units which service individual Lots are:

- (a) Owner or Occupier:

- (1) must maintain the air-conditioning unit and any associated infrastructure for their Lot in good working order [and for the avoidance of doubt, the Body Corporate is not responsible for the same]; and
 - (2) is responsible for the air-conditioning unit and any associated infrastructure for their Lot in all respects including any loss or damage to or caused by the same [and as such, it is up to the Owner or Occupier to hold all appropriate insurances as the Body Corporate is not responsible for insuring the air-conditioning units or associated infrastructure].
- (b) Body Corporate must:
- (1) keep the area in which the units are maintained generally in a clean and tidy condition (subject to the prevailing conditions if the units are located outdoors);
 - (2) allow access to the area during business hours to a licensed contractor of an Owner or Occupier upon at least 2 days' Notice from the Owner or Occupier;
 - (3) maintain the Common Property area generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same];
 - (4) maintain utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

6.11 Garbage disposal

- 6.11.1 Garbage must be kept in a clean dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 6.11.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers and Invitees.
- 6.11.3 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property or an asset of the Body Corporate and must directly dispose of any rubbish generated within or located within that Occupier's Lot.
- 6.11.4 Occupiers must in using any garbage chute, ensure:
- (a) no glass or boxes are deposited in the chute; and
 - (b) all rubbish is securely fastened in a bag.
- 6.11.5 The Committee may:
- (a) clear away all rubbish, dirt or other material located on the Common Property, an asset of the Body Corporate or within a Lot; and
 - (b) repair any damage caused to the Common Property, an asset of the Body Corporate or the Lot by any rubbish, dirt or other material,
- at the cost of the Owner of the offending Lot.
- 6.11.6 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must first be approved by Council's waste service division and must be complied with by Occupiers.

6.12 Clearance of post boxes

The Owner or Occupier of a Lot must regularly clear the post box for the Lot wherever located.

6.13 Access to Lot(s)

The Occupier of a Lot must permit the Body Corporate by itself, its servants, agents, consultants or contractors full and free access to the Lot with or without necessary equipment, tools, materials and machinery and to dig into, erect scaffolding upon and break the soil of the Lot where necessary for the purpose of:

- (a) installing, maintaining, repairing or replacing all or any cables, pipes, conduits, channels, manholes, chambers, inlets, drains, fittings or the like for the supply of all or any utility services (as defined in Schedule 4 of the Act) to the Lots and any other Lots or common property of the CTS; and
- (b) maintaining, repairing or replacing any retaining wall which forms part of the boundary of the Lot with the Common Property provided the Body Corporate must restore the Lot to the condition it was in immediately prior to its right of access being exercised.

6.14 Notification of infectious diseases

In the event any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, Notice thereof and any other information which may be required relating thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

6.15 Auction sales

Occupiers must not permit any auction sale to be conducted or take place within their Lot or upon the Common Property or an asset of the Body Corporate without the prior written permission of the Committee. This By-law does not apply to the Original Owner (or at its direction).

7. ANIMALS**7.1 Guide Dogs**

A person mentioned in the *Guide Dogs Act 1972 (Qld)*, Section 5, who has the right to be on a Lot or on the Common Property, has the right to be accompanied by a Guide Dog while on the Lot or the Common Property. A person mentioned in this By-Law, who is the Owner or Occupier of a Lot has the right to keep a Guide Dog on the Lot.

7.2 Pets

Subject to section 181 of the Act and this By-Law, Occupiers may not keep or bring any animal on Scheme Land unless in compliance with this By-Law.

An Owner or Occupier may keep one animal (ie. one dog or one cat) only in a Lot as long as:

- (c) the Occupier gives the Committee prior notice of its intention to keep the animal and details of the type, size and registration of the animal;
- (d) the animal:
 - (1) weighs less than 10 kilograms;
 - (2) if required by any Authority, registered and micro-chipped;
 - (3) is a domesticated pet;
 - (4) is suitably restrained whilst on the Common Property or an asset of the Body Corporate; and
 - (5) does not disturb Occupiers or create any safety or amenity issues as to Scheme Land.

The onus of proving that the animal complies with this By-Law is on the Owner or Occupier. In the event that the Committee forms the reasonable view that the animal is not in compliance with this By-Law, it can require the removal of the animal.

An Owner or Occupier may keep a second or subsequent animal only with prior written approval of the Committee.

7.3 Refusal of permission

Despite anything else in this By-Law, the Body Corporate may refuse permission (and prohibit) to bring or keep a pet or other animal onto the Scheme Land by giving Notice to the Owner of the pet or other animal concerned if, in the reasonable opinion of the Body Corporate, the pet or other animal is a nuisance or a danger to other Owners or Occupiers or there has been a persistent breach of this By-Law.

7.4 Liability

Any Owner or Occupier of a Lot who brings, keeps or allows a pet or other animal onto the Scheme Land is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.

7.5 Detaining of animals

Any pet or other animal in breach of this By-Law and/or found loose on the Scheme Land may be detained by the Body Corporate.

The Body Corporate is empowered in its absolute discretion to arrange for the removal of any pet or animal (in breach of these By-laws) by engaging a professional and in such instances the offending animal owner is responsible for all costs of the Body Corporate incurred by reason thereof, payable prior to release of the animal.

8. SECURITY

8.1 Security system

The Body Corporate has the power to operate a security system or systems for the Scheme Land including to implement security procedures and security equipment designed to prevent unauthorised entry to the Scheme Land.

8.2 Ability to delegate

The Body Corporate may operate this security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a service contractor within the meaning of the Act).

8.3 Compliance

A Subsidiary Body Corporate and Owners and Occupiers of Lots must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.

8.4 No liability

The Body Corporate is not responsible or liable for loss or damage suffered by a person and directly and indirectly caused by:

- (a) the security systems not working, or not working properly or not working as well as the systems could or should work; or
- (b) someone making an unauthorised entry to the Scheme Land.

8.5 Payments

If Owners or Occupiers wish to have their Lot attached to the security system they will be required to pay additional fees to the Body Corporate, as determined by the Body Corporate.

9. PROPERTY

9.1 Notice to be observed

An Owner or Occupier of a Lot must observe the terms of any Notice displayed on any part of the Common Property or Body Corporate Asset by authority of the Committee or of any statutory authority.

9.2 Rules relating to Common Property

The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or Body Corporate Assets and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots as is set out in these By-Laws, unless and until they are disallowed or revoked by majority resolution at a general meeting of the Body Corporate.

9.3 Rules relating to Recreation Areas

Subject to the Act and the Regulation Module, the Committee may make rules relating to the management, occupation, use, and maintenance of the Recreation Areas and any improvements or alterations to it and the rules so made must be observed by the Owners or Occupiers entitled to use the Recreation Areas.

To the maximum extent possible, each By-Law applies to the use and enjoyment of the Recreation Areas by an Owner and/or Occupier of a Lot.

9.4 Times for use of Recreation Areas

The Recreation Areas must not be used between the hours of 10pm and 6am or such hours as agreed by the Committee and the Caretaker Manager. If overcrowding is experienced in the use of Recreation Areas, the Caretaker Manager may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of Lots in the Scheme Land.

9.5 Rules for use of Recreation Areas

Each Owner and each Occupier of a Lot, when making use of the Recreation Areas must ensure:

- (a) Invitees and guests do not use the Recreation Areas unless an Owner or Occupier accompanies them at all times;
- (b) under no circumstance an Invitee or guest is given the Owner's or Occupier's electronic key fob to access the Recreation Areas;
- (c) for gatherings within the Recreation Areas of more than 4 people (including all children and the Owner or Occupier), the Owner or Occupier must book the area using the online (or any other designated) booking system;
- (d) children below the age of thirteen (13) years in all areas and in the case of the gym, below the age of sixteen (16) years, are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (e) all persons exercise caution and respect at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (f) there is no offensive language or behaviour in or around the same;
- (g) no person runs around or in the vicinity of any pool;
- (h) no person brings anything made of glass into or around the pools or fenced pool areas;
- (i) all persons are adequately and respectfully clothed;
- (j) under no circumstance are alcoholic beverages (irrespective of packaging) taken into or consumed within the fenced pool area or the gym;
- (k) subject to rule (j), only conservative drinking of alcoholic beverages in or around the Recreation Areas;
- (l) subject to section 181 of the Act, no animals or pets are permitted in the fenced pool area; and
- (m) subject to rule (l), an Owner or Occupier who has a pet approved by the Committee pursuant to By-Law 7.2 may bring their pet in or around the Recreation Areas so long as:
 - (1) the animal is suitably restrained, and in the case of a dog being on a leash, at all time;
 - (2) the animal does not disturb Occupiers, Owners, Invitees or guests or create any safety or amenity issues; and
 - (3) the Owner or Occupier immediately cleans up after the animal.

The onus of proving that the animal complies with this rule is on the Owner or Occupier. In the event the Committee forms the reasonable view that the animal is not in compliance with this rule, it can require for the animal to be prohibited from entering in or around the Recreation Areas.

In the event the Committee forms the reasonable view that an Owner or Occupier has not acted in compliance with this By-Law 9.5, upon reasonable notice to the Owner or Occupier the Committee can deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas for a period of 1 month. In the event of further breaches from the Owner or Occupier, the Committee acting reasonably may permanently deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas.

10. OBSERVANCE OF THE BY-LAWS AND DAMAGES

10.1 Observance of the By-Laws

The Owner (including an Owner within the provisions of Section 19 of the Act (being the Body Corporate for a Lot which is itself Scheme Land for a Subsidiary Scheme) and Occupier of a Lot must ensure that:

- (a) the provisions of these By-Laws; and
 - (b) the duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot,
- are observed and fulfilled not only by such Owner or Occupier but also by the Invitees of the Owner or Occupier.

10.2 Observance by Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that Invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

An Owner of a Lot which is the subject of a lease, tenancy or licence must ensure the lessee, tenant or licensee receives a copy of the By-laws and must take all reasonable steps, including any action available under any such lease, tenancy or licence, to ensure that any lessee, tenant or licensee or other Occupier of the Lot or their Invitees, agents, contractors and employees comply with these By-laws.

10.3 Damage or money incurred by the Body Corporate

Where the Body Corporate suffers damage as a result of or expends money (including GST) to rectify, to make good the damage caused by and/or to obtain legal or other advice or representation, in relation to a breach or potential breach of the Act including failure to pay any contributions, levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws (all these By-Laws) by an Owner or Occupier of a Lot or any Invitees of such Owner or Occupier or of any of them, the Body Corporate may, in its absolute discretion:

- (a) seek and order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

10.4 Requirement to pay

If the Body Corporate incurs costs or expenses because an Occupier does not pay an amount due to the Body Corporate or breaches these By-Laws, the Act or the Regulation, the Occupier must pay the Body Corporate those costs or expenses within 7 days of the Body Corporate demanding payment, as a Liquidated debt due to the Body Corporate.

11. BODY CORPORATE POWERS

11.1 Breach

If an Owner or Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.

If the Owner or Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days' Notice to the Owner and Occupier, enter the Lot (or any applicable Common Property or asset of the Body Corporate to which an exclusive use right applies) and carry out any necessary works to remedy the Breach.

If an Owner commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot or any other relevant area, and carry out the necessary works to remedy the Breach.

For the avoidance of doubt, the Body Corporate may recover its Costs in respect of that Breach in accordance with these By-Laws and under the Act.

11.2 Inspection of Lots

Occupiers must (upon 1 days' Notice except in the case of an emergency when no Notice is required) permit representatives of the Body Corporate to access their Lot to:

- (a) conduct inspections;
- (b) test any equipment within the Lot;
- (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
- (d) read any meter situation within the Lot; and
- (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.

If an Owner does not permit access, the Body Corporate may affect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

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

11.3 Recovery of costs

If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.

Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled and the Committee may, in its absolute discretion:

- (a) seek an order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

11.4 Levies

If a contribution levied under the Act is unpaid 30 days after it falls due for payment and/or Costs due are unpaid 30 days after demand is made by the Body Corporate, then the Owner will have committed a Breach.

If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

Unpaid contributions and interest and all Costs associated with the collecting of unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

11.5 Correspondence

All complaints and applications to the Body Corporate or the Committee must be addressed in writing to the Secretary or Body Corporate Manager and not to any other member of the Committee.

12. CONSTRUCTION AND SALE OF LOTS

12.1 Original Owner

Whilst the Original Owner and any person to whom the Original Owner assigns its rights under this By-Law remains the Owner of any Lot in the Scheme Land (whether a Lot in the Scheme or a Lot in a Subsidiary Scheme) the Original Owner and its contractors agents and those authorised by it, will be entitled:

- (a) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (b) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (c) to use the Common Property or other Lots in the Scheme to:
 - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (2) to store building materials, vehicles, equipment or fill on the Scheme Land.

12.2 Reasonable endeavours

In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Lot Owners and Occupiers of their respective Lot and the Common Property.

12.3 Reasonable directions

While any construction or building operations are occurring on the Scheme Land, Lot Owners and Occupiers of Lots and the Invitees of the Owners or Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic vehicle and pedestrian flow directions. The Original Owner may restrict access to Common Property for the purposes of construction and safety.

12.4 Sale of Lots, promotional and marking functions

Whilst the Original Owner remains the Owner of a Lot in the Scheme, it and its respective servants or agents will be entitled:

- (a) to place such signs and other advertising and display material in or about the Lot and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land;
- (b) to carry out promotional and marketing activities on Scheme Land; and
- (c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.

12.5 Access During Construction

An Owner or Occupier must cause all Heavy Vehicles involved in the construction of any works on the relevant Lot to pass over only Lots or Common Property approved by the Original Owner or the Committee.

12.6 Construction

The Original Owner and contractors may enter upon the Common Property with vehicles to undertake and complete the construction works and any other work necessary to develop and construct a potential future stage or building. In particular the Original Owner is entitled to:

- (a) excavate and underpin against the Common Property or any part of the Site and exercise any and all other rights;
- (b) construct common facilities in any part of the Scheme Land which is or in any part of land shown on concept plan 2 in the Principal CTS CMS;
- (c) construct Utility Infrastructure and Utility Services and connect into existing Utility Infrastructure and Utility Services in the Scheme or in any part of land shown on concept plan 2 in the Principal CTS CMS; and
- (d) use the Common Property as an access way for vehicles and personnel.

13. BULK SUPPLY OF UTILITIES

13.1 Utility management system

The Body Corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system for the CTS.

13.2 Contracts/agreements

The Body Corporate shall have the power to enter into a contract or agreement for the purchase of reticulated, gas, electricity, data and communications services or other commercially available utilities ("utilities"), on the most economical basis, for the whole CTS from the relevant supplier and on such terms as the Body Corporate in its absolute discretion deems appropriate.

13.3 Power to sell

The Body Corporate shall have the power to sell utilities to each owner or occupier of a Lot in the Scheme, including those within Subsidiary Schemes. Each owner or occupier of a Lot must purchase and use all utilities to be consumed in its Lot direct from the Body Corporate and must not purchase utilities from any other source, unless agreed to in writing by the Body Corporate. The Body Corporate shall not be required to supply to any owner or occupier of a Lot utilities requirements beyond those requirements which the relevant supplier could supply at any particular time.

13.4 Separate meters

Where the Body Corporate is operating a utility management system for the CTS, the Body Corporate must arrange where practicable for the installation of a separate utilities meter for each Lot to be connected to that system. However, unless some other appropriate arrangement has been made, the cost of repair and replacement of such utilities meter shall be the responsibility of the owner of the Lot.

13.5 Price

Subject to these By-Laws, the price to be charged by the Body Corporate to each owner or occupier of a Lot for such supply shall be approximately at the same rate and governed by the same conditions as would be imposed from time to time by the appropriate supplier if such supplier were supplying energy direct to each owner or occupier of a lot. The Body Corporate, or its agent, shall render accounts to each owner or occupier of a Lot from time to time and such accounts shall be payable to the Body Corporate, or its agent within 14 days.

13.6 Administrative Fee

A reasonable administrative fee, if requested, shall be payable by the Body Corporate to its agent, or the Body Corporate Manager or such other person approved by the Body Corporate, for the billing of any accounts to each owner or occupier, including, if requested, any additional fees required relevant to any accounts in arrears, and any additional fees relating to the recovery of any amount of the unpaid account or accounts.

13.7 Liability of Owners

In respect of an account which has been rendered pursuant to this By-law, an owner of a lot is liable, jointly and severally with any person who is liable to pay that utilities account when that owner became the owner of a Lot.

13.8 Late Payments

In the event that an account for the supply of utilities is not paid by its due date for payment, then the Body Corporate shall be entitled to:

- (a) apply a late payment fee at the rate of 2.5% for each month that the outstanding amount is in arrears, calculated on the amount outstanding as at the stipulated due date;
- (b) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (c) disconnect the supply of utilities to the relevant Lot; and
- (d) charge a reconnection fee to restore the supply of utilities to the relevant Lot.

13.9 No liability on Body Corporate

The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

13.10 Requirement to maintain

The Owner or Occupier of a Lot shall ensure that any utilities installation while it remains connected to the utilities supply is maintained free from any defect that is likely to cause fire or likely to cause a person to sustain an injury. Immediately upon demand the Owner or Occupier of a Lot shall make available to the Committee or its agent, any utilities installation in the Lot for inspection.

13.11 Restrictions on supply

Where, due to limitations in the utilities supply, the Body Corporate is satisfied that, for the purposes of ensuring at all times a regular, efficient and constant supply of utilities within the limits of the supply of utilities, it is necessary to restrict the utilities articles that may be used by the owner or occupier of a Lot, the Body Corporate may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified utilities articles.

13.12 Reading of meters

Unless some other appropriate arrangement is made, the Caretaker Manager or his agent shall be responsible for reading all utilities meters to determine individual utilities consumption on a regular monthly basis (or such other period as approved by the Body Corporate) and shall promptly submit details of the readings to the responsible party, to enable the billing of accounts to the owners or occupiers. Unless some other arrangement is made by the utilities supplier, the Caretaker Manager or his agent also shall be responsible to carry out final readings of utilities meters that may be required, provided however that the owner or occupier of any Lot requiring a final reading, must, in writing, promptly inform the Caretaker Manager of the proposed date for a final reading of the utilities meter to enable the billing of the final account to the relevant owner or occupier. The

Body Corporate, Body Corporate Manager or such other person approved by the Body Corporate shall not, under any circumstances whatsoever, be responsible for any final readings and subsequent billing of accounts to owners or occupiers, which have not been carried out due to late or no written notice having been given by the relevant owner or occupier to the Caretaker Manager or his agent.

13.13 Security deposit

The Body Corporate, or its agent, must, from time to time, determine the amount of a security deposit to be paid by each owner or occupier whose Lot is connected for the supply of the reticulated utilities, as a guarantee against non-payment of accounts or money under this By-Law. All or part of such security deposit (as is required) shall be used by the Body Corporate or its agent to reduce any amount owing by the relevant owner or occupier in relation to the supply of reticulated utilities to the relevant Lot.

14. WATER

14.1 No waste

An Occupier of a Lot shall not waste the water and shall see that all water taps in the Lot are promptly turned off after use and do not leak.

14.2 Use

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and designed, and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blocking resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same was caused by his own actions or by his servants, agents, customers, invitees or guests.

15. RESTRICTED ACCESS AREAS

The Committee may keep locked and prohibit access to utility cupboards, storage areas, switchboards, substations and the like.

16. EXCLUSIVE USE

16.1 Exclusive use – car parking and private yard

16.1.1 Owners are entitled to the exclusive use of that part of the Common Property or an asset of the Body Corporate presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of car parking or storage.

16.1.2 For the purposes of section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

16.2 What car spaces can be used for

16.2.1 All car spaces must:

- (a) only be used for the parking of a single Vehicle in each parking bay, and if required by the development not be used by vehicles larger than a specified size (as required if applicable by the relevant development approvals);
- (b) not be used for the parking of any Heavy Vehicle, servicing or repairing any vehicle or washing any vehicle (unless in an area approved by the Body Corporate for that relevant activity);
- (c) not be used for storage, except storage of household furniture and residential belongings in an over bonnet storage locker installed pursuant to by-law 16.3.

16.2.2 An Owner of Occupier having the exclusive use of a car space:

- (a) must ensure that any Vehicle on the car space:
 - (1) is in sound mechanical condition and roadworthy; and
 - (2) is parked so that it does not protrude beyond the boundaries of the car space;

- (b) cannot without the prior written consent of the Committee, enclose a car space or install any improvements on the car space.

16.3 Installation of Over Bonnet Storage Locker

16.3.1 An Owner may install (where there is sufficient room to do so taking into account underhung services and other limitations) an over bonnet storage locker in the exclusive use car space(s) allocated to the Owner's Lot as long as:

- (a) the Owner gives the Committee prior notice of its intention to install the locker;
- (b) a locker must be:
 - (1) compliant with all building and planning requirements (if applicable);
 - (2) of steel construction, enclosed and lockable;
 - (3) light grey colour (powder coated);
 - (4) of storage capacity of between 1.8 and 2.4 cubic meters; and
 - (5) wholly contained within the exclusive use car space;
- (c) a locker must not:
 - (1) impact upon any other residents use of their exclusive use car spaces or the common property;
 - (2) be affixed to the common property, in particular into the perimeter basement walls (it must be freestanding);
 - (3) interfere or impeded the effective operation of any services (for example fire and exhaust services); and
 - (4) the owner is responsible for all costs pertaining to the installation and maintenance of the locker.

16.3.2 The Owner is liable for all damage caused to the Common Property during the installation of the locker including any damages or claims arising out of a breach of the requirements of these conditions or any applicable by-law.

16.3.3 If a locker is not maintained in a proper manner or if these conditions or any applicable by-law are breached, then the Body Corporate can require its immediate removal.

16.3.4 If an Owner wishes to install a storage locker which does not meet the requirements of by-law 16.3, the Owner must first obtain the written approval by the Committee. The Committee may grant approval subject to any reasonable conditions, however under no circumstance can a locker be affixed to the common property, in particular into the perimeter basement walls.

16.4 What private yard areas can be used for

16.4.1 Private yard exclusive use areas may only be used for normal residential purposes.

16.5 Other rules applying to exclusive use areas

16.5.1 An Owner or Occupier who has the exclusive use of a car space or private yard ('exclusive use area') must not:

- (a) litter or deposit rubbish on the exclusive use area;
- (b) store any hazardous substance on the exclusive use area;
- (c) not install any fixtures or fittings without the permission of the Committee;
- (d) use the exclusive use area in a way that may create a nuisance to any other person (including by interfering with views).

16.6 Maintenance of exclusive use areas

16.6.1 Responsibility for the maintenance of exclusive use car spaces is:

- (a) Owner or Occupier:
 - (1) must keep the area in a clean and tidy condition and free from pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
 - (2) must clean any oil or other spills;
 - (3) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
 - (4) is responsible for the personal property (including any vehicle) contained or stored in the area and any loss or damage to or caused by the same;
 - (5) is responsible for the maintenance, repair and replacement of any garage door and associated fittings, fixtures and remotes (if applicable).
- (b) Body Corporate must:
 - (1) maintain utility infrastructure (such as car park lighting);

- (2) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same];
- (3) repaint walls, line marking, numbering, repair of utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

16.6.2 All Owners and Occupiers authorise the Body Corporate to periodically clean and hose the exclusive use areas, and Owners and Occupiers must remove any Vehicles or other items as required on reasonable notice from the Body Corporate.

16.6.3 Responsibility for the maintenance of exclusive use private yards is:

- (a) Owner or Occupier:
 - (1) must keep the area in a clean and tidy condition and free from weeds, pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
 - (2) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
 - (3) not install any fixtures or fittings, or store any item in the area, without the permission of the Committee;
 - (4) keep the landscaping in the area in good condition, including by replacing any plants with similar plants in keeping with the original landscaping of the Common Property [if the Owner or Occupier fails to do so the Body Corporate may arrange the same with the Costs and the Body Corporate can charge the relevant Owner or Occupier the Cost];
 - (5) not allow any item (including landscaping) to interfere with the views from any other lot or Common Property.
- (b) Body Corporate must:
 - (1) maintain utility infrastructure;
 - (2) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same].

17. DEVELOPMENT APPROVAL REQUIREMENTS

17.1 In accordance with the development approval:

Condition 111 Balconies and Terraces

All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must (a) remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures, OR (b) ensure that balconies with solid balustrades and operable, moveable or adjustable screening are consistent with the relevant Brisbane Planning Scheme Codes and clearly depicted on the approved DRAWINGS AND DOCUMENTS.

Condition 132 Stormwater Quality

Maintain the Water Quality Maintenance Plan (copy attached in Annexure B) and certified Site Based Stormwater Quality Management Plan.

17.2 Refuse Servicing Arrangement

17.2.1 The following provision has been included at the request of Brisbane City Council's Waste Department (**Council**).

17.2.2 The Scheme and Summerlin Magnolia Apartments CTS 53766 jointly have an internal refuse servicing arrangement with Council.

17.2.3 The Body Corporate must ensure the Caretaker Manager undertakes the following refuse servicing arrangements:

- (a) garbage receptacles are collected from the refuse storage area on the basement level of the Scheme and transferred to the refuse lift located at the northern end of the basement;
- (b) garbage receptacles are transported via the refuse lift to ground level, unloaded and positioned in the designated holding location as shown on the Bin Movement Sketch contained in Annexure A (pursuant to the requirements set out in by-law 17 of the Principal CTS CMS); and

- (c) empty garbage receptacles are collected and returned to the refuse storage area on the basement level of the Scheme in the manner set out in clauses (b) and (c).

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. STATUTORY EASEMENTS

- 1.1 Pursuant to Section 66(1)(d)(ii) of the *Body Corporate and Community Management Act 1997 (Qld)*, each of the following lots and common property is the subject of the following easements:

Common Property/Lots	Types of Easement
Common Property Summerlin Lilly Residences CTS	(i) Lateral or subjacent support under the Land Title Act 1994, Section 115N;
Lots 201-206, 211-217, 221-227, 231-237, 241-247 on SP332318	(ii) Utility services and utility infrastructure under the Land Title Act 1994, Section 115O and Section 115P;
Common Property Summerlin CTS50702	(iii) Shelter under the Land Title Act 1994, Section 115Q; and/or
	(iv) Any other easements necessary for support, utility services, utility infrastructure, shelter, projections, and/or maintenance of buildings.

2. SERVICES LOCATION DIAGRAMS

Attached Services Location Diagram No LC-15126 dated Dec 2022.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Drawing No LC-15126-01A dated 23.01.23 Sheets 1-4.

Lot on Plan	Exclusive use area – car parks	Exclusive use area – private yard
Lot 201 on SP332318	C201A, C201B	
Lot 202 on SP332318	C1, C202A	
Lot 203 on SP332318	C203A, C203B	
Lot 204 on SP332318	C204A, C204B	
Lot 205 on SP332318	C205A	
Lot 206 on SP332318	C206B	C206A
Lot 211 on SP332318	C211A	
Lot 212 on SP332318	C212A	
Lot 213 on SP332318	C213A	
Lot 214 on SP332318	C214A	
Lot 215 on SP332318	C215A	
Lot 216 on SP332318	C216A	
Lot 217 on SP332318	C217A	
Lot 221 on SP332318	C221A	
Lot 222 on SP332318	C222A	
Lot 223 on SP332318	C223A	
Lot 224 on SP332318	C224A	
Lot 225 on SP332318	C225A	
Lot 226 on SP332318	C226A	
Lot 227 on SP332318	C227A	
Lot 231 on SP332318	C231A	
Lot 232 on SP332318	C232A	
Lot 233 on SP332318	C233A	
Lot 234 on SP332318	C234A	
Lot 235 on SP332318	235A	
Lot 236 on SP332318	C236A	
Lot 237 on SP332318	C237A	
Lot 241 on SP332318	C241A	
Lot 242 on SP332318	C242A	

Lot 243 on SP332318	C243A	
Lot 244 on SP332318	C244A	
Lot 245 on SP332318	245A	
Lot 246 on SP332318	C246A	
Lot 247 on SP332318	C247A	

Services Location Diagram

SERVICES LOCATION DIAGRAM

Sheet of



ROCHAT AVENUE

Common Property of
Summerlin CTS 50702

Common Property
SP322318

EMT A
SP332318
(Restricted)

36
CP827269

BLDG B

EMT B
SP287322

Common Property of
Summerlin Magnolia Apartments
CTS 53766
(SP292311)

Community Titles Scheme Name:

"SUMMERLIN LILLY RESIDENCES CTS"

CTS No.

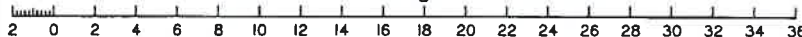
Kevin Holt Consulting P/L
Ph 07 3219 0400

Date: DEC 2022
Ref: LC-15126

A3

— S — Sewer Line
— SW — Stormwater
— UE — Electricity
— NBN — NBN
— W — Water

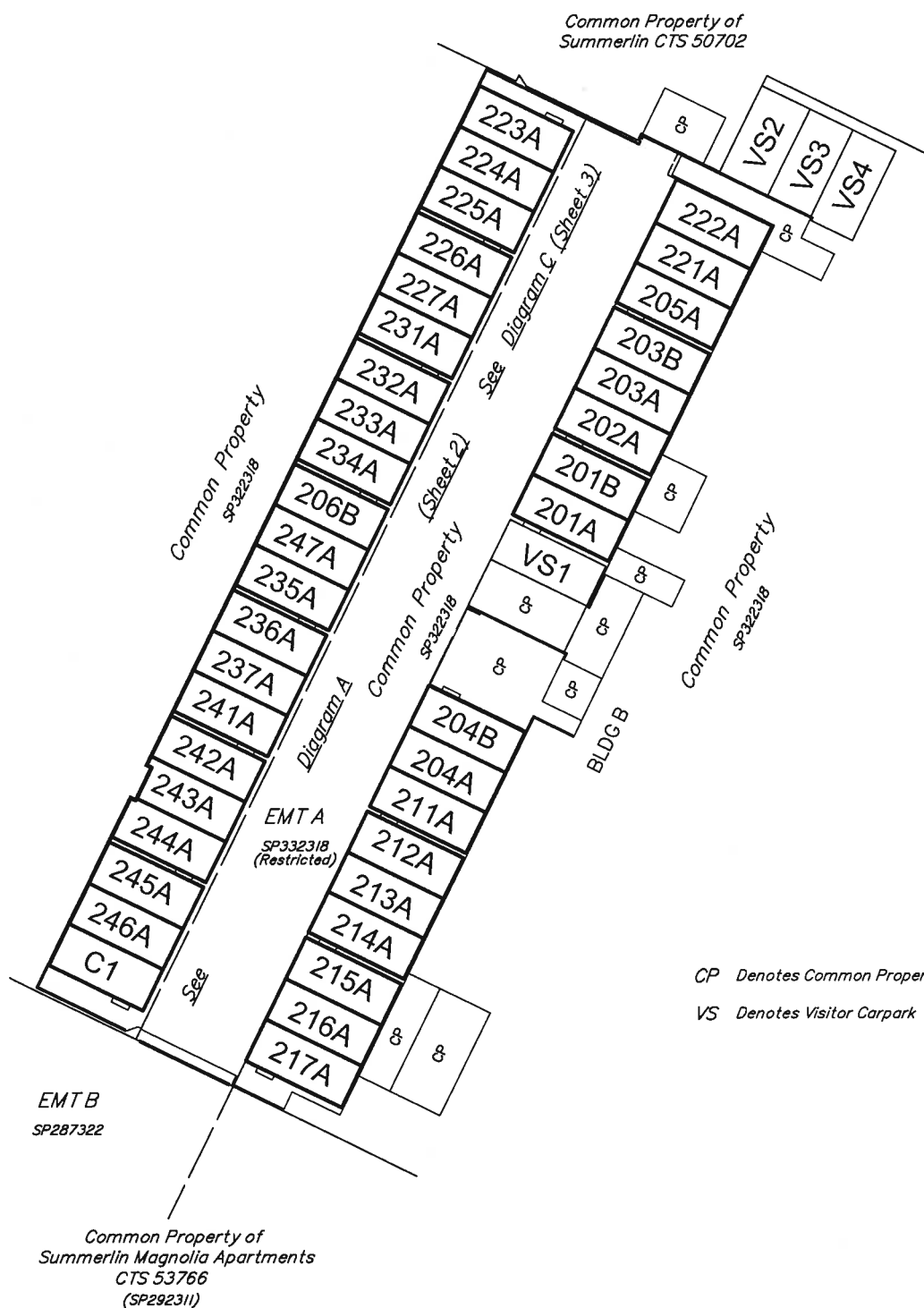
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Exclusive Use Plans

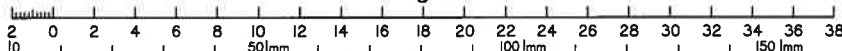
"SUMMERLIN LILLY RESIDENCES CTS"

LEVEL A



CP Denotes Common Property SP322318
VS Denotes Visitor Carpark

Scale 1:250 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN "SUMMERLIN LILLY RESIDENCES CTS" COMMUNITY TITLES SCHEME NO.

Kevin Holt Consulting Pty Ltd (ACN 104 583 431)
hereby certify that the details shown on this sketch
plan are correct.

[Signature]
Director

14/02/2023
Date

LOCALITY: **BANYO**

LOCAL AUTHORITY: **BRISBANE CITY**

Meridian: SP332318

SHEET 1 of 4

Scale:

1: 250

A3

LC-15126-01B

LEVEL A

See
Diagram B
(Sheet 3)

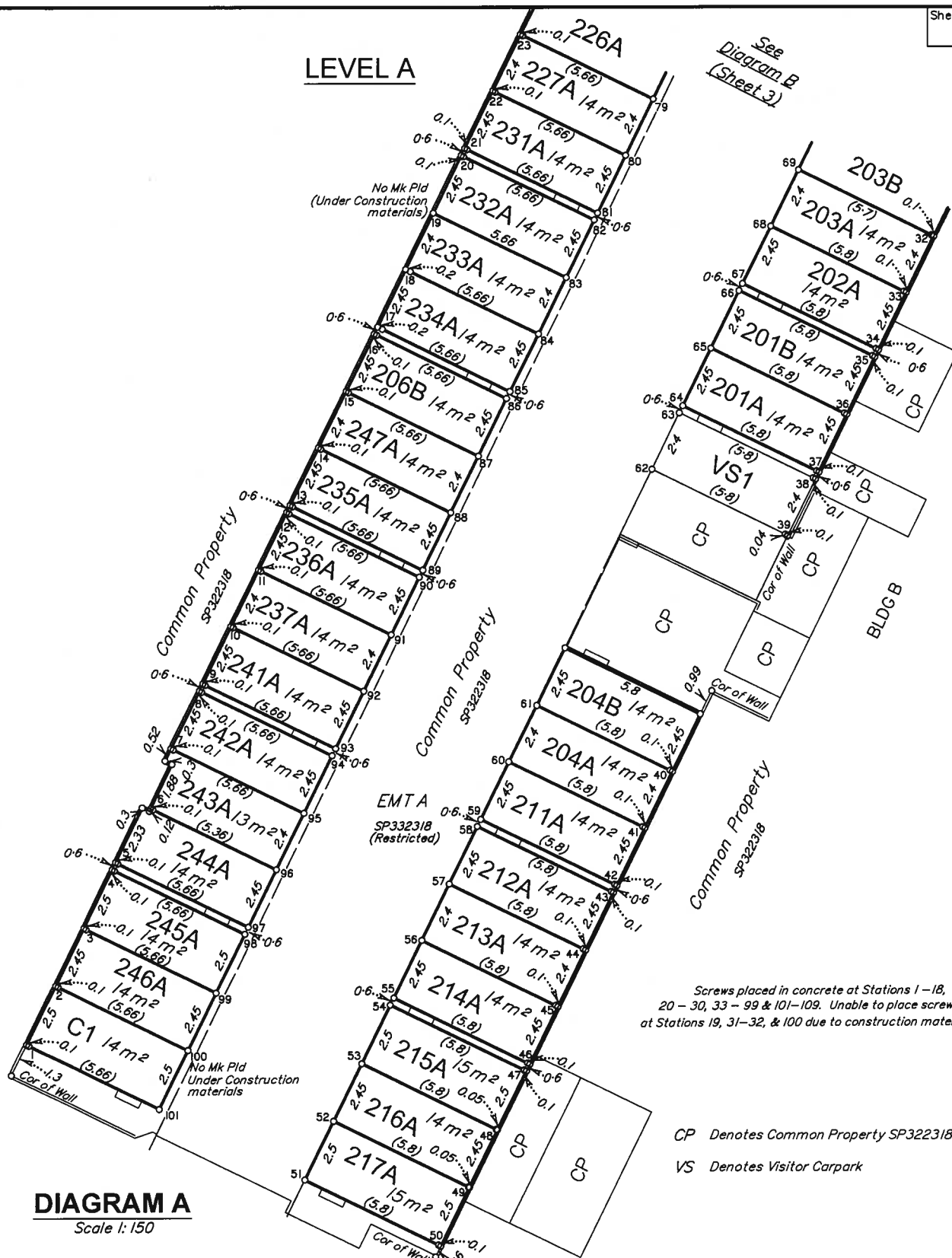


DIAGRAM A

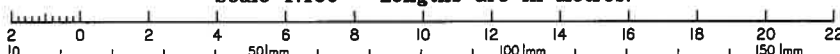
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Screws placed in concrete at Stations 1-18, 20-30, 33-99 & 101-109. Unable to place screws at Stations 19, 31-32, & 100 due to construction materials.

CP Denotes Common Property SP322318

VS Denotes Visitor Carpark

Scale 1:150 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN "SUMMERLIN LILLY RESIDENCES CTS" COMMUNITY TITLES SCHEME NO.

LOCALITY: **BANYO**

LOCAL AUTHORITY: **BRISBANE CITY**

Meridian: SP322318

SHEET 2 of 4

Scale: 1:150

A3

LEVEL A

Common Property of
Summerlin CTS 50702

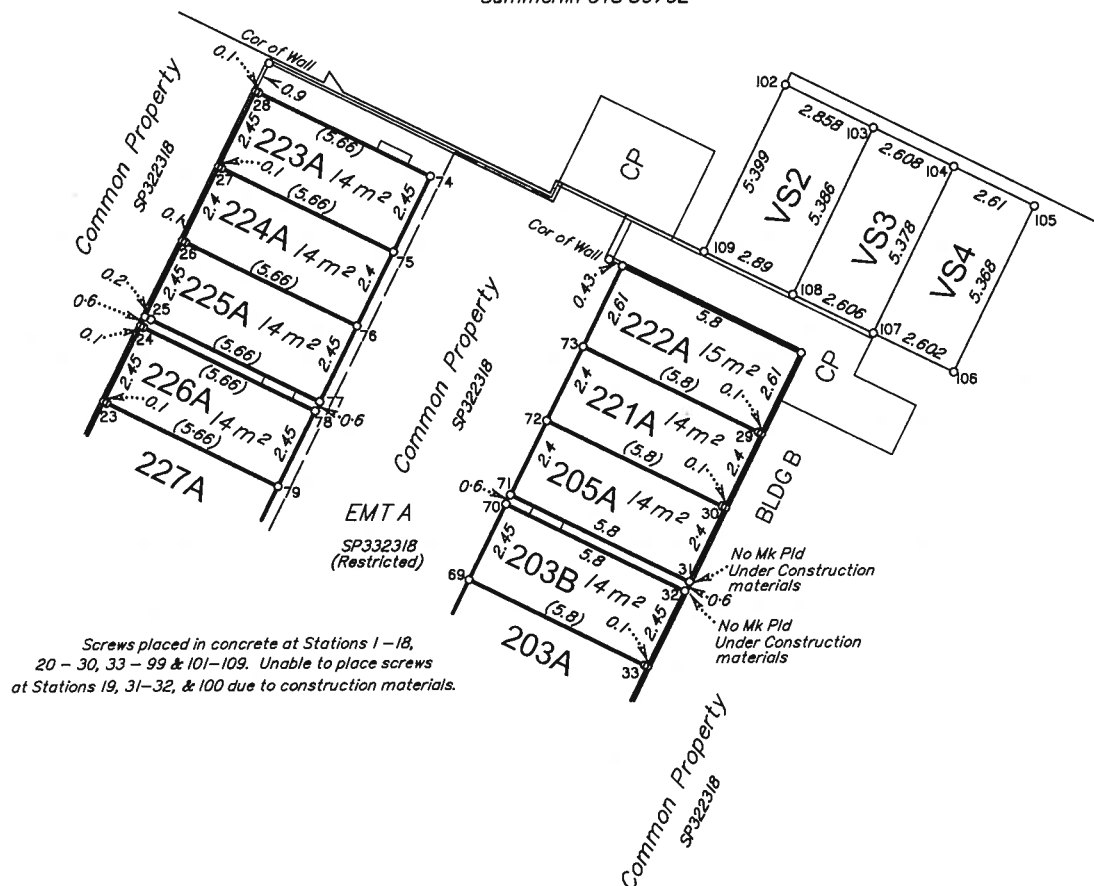


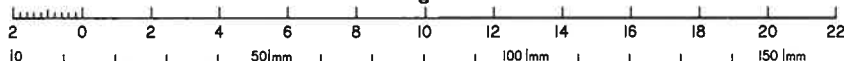
DIAGRAM B

Scale 1:150

CP Denotes Common Property SP332318

VS Denotes Visitor Carpark

Scale 1:150 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN "SUMMERLIN LILLY RESIDENCES CTS" COMMUNITY TITLES SCHEME NO.

LOCALITY: **BANYO**

LOCAL AUTHORITY: **BRISBANE CITY**

Meridian: SP332318

SHEET 3 of 4

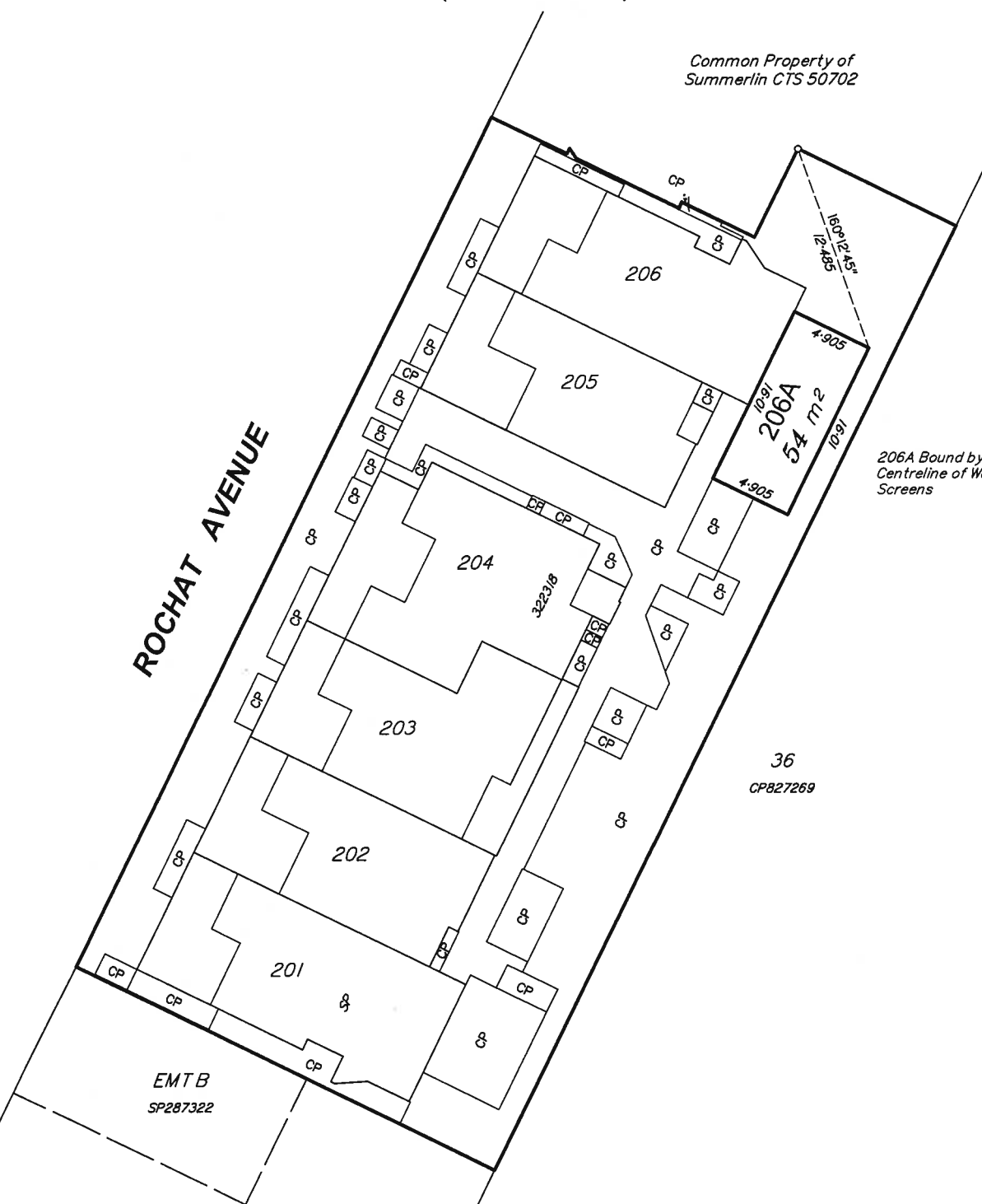
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A3

LEVEL B (Ground Floor)

Common Property of
Summerlin CTS 50702

ROCHAT AVENUE



206A Bound by
Centreline of Walls and
Screens

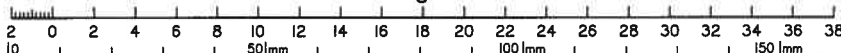
36
CP827269

EMTB
SP287322

Common Property of
Summerlin Magnolia Apartments
CTS 53766
(SP292311)

CP Denotes Common Property SP322318

Scale 1:250 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN "SUMMERLIN LILLY RESIDENCES CTS" COMMUNITY TITLES SCHEME NO.

LOCALITY: **BANYO**

LOCAL AUTHORITY: **BRISBANE CITY**

Meridian: **SP332318**

SHEET 4 of 4

Scale: **1:250**

A3

Annexure A – Bin Movement Sketch

