THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT 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

Ferns on the Brook community titles scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Ferns on the Brook community titles scheme

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Ferns on the Brook CTS	to issue from
Lots 1 - 30 on SP324945	to issue from

5. #Name and address of original owner

WALKERS WAY PTY LTD A.C.N. 619 338 635
TRUSTEE UNDER INSTRUMENT 718350700

C/- Level 19, 480 Queen Street, BRISBANE QLD 4000

6. Reference to plan lodged with this statement

SP 324945

first community management statement only

7. Local Government community management statement notation

..... signed

..... name and designation

Brisbane City ..... name of Local Government

8. Execution by original owner/Consent of body corporate

WALKERS WAY PTY LTD A.C.N. 619 338 635
TRUSTEE UNDER INSTRUMENT 718350700

/ / .....
Execution Date ***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 this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Ferns on the Brook community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1 on SP324945	993	874
Lot 2 on SP324945	993	874
Lot 3 on SP324945	993	874
Lot 4 on SP324945	993	874
Lot 5 on SP324945	1019	844
Lot 6 on SP324945	1019	832
Lot 7 on SP324945	1019	832
Lot 8 on SP324945	1019	844
Lot 9 on SP324945	1035	950
Lot 10 on SP324945	1035	938
Lot 11 on SP324945	1035	938
Lot 12 on SP324945	1035	944
Lot 13 on SP324945	1035	944
Lot 14 on SP324945	1035	938
Lot 15 on SP324945	1035	944
Lot 16 on SP324945	1035	944
Lot 17 on SP324945	1035	938
Lot 18 on SP324945	1035	938
Lot 19 on SP324945	1035	950
Lot 20 on SP324945	962	925
Lot 21 on SP324945	962	907
Lot 22 on SP324945	962	907
Lot 23 on SP324945	962	919
Lot 24 on SP324945	962	919

Ferns on the Brook community titles scheme

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 25 on SP324945	962	907
Lot 26 on SP324945	962	919
Lot 27 on SP324945	962	919
Lot 28 on SP324945	962	907
Lot 29 on SP324945	962	907
Lot 30 on SP324945	962	919
TOTAL	**30,019**	**27,269**

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (**BCCM Act**) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the ***relativity principle***.

2. The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.

3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:

   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;

   e. the market values of the lots.

4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:

   a. the nature, features and characteristics of the lots in the community titles scheme; and

   b. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme.

   and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the contribution schedule lot entitlements for the community titles scheme.

5. By reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for lots in the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:

Ferns on the Brook community titles scheme

a. Floor Area - the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot relative to lots with a smaller floor area and therefore a lot which has a greater floor area will have a higher contribution schedule lot entitlement than a lot which has a smaller floor area because there is a higher cost; and

b. Number of Occupants - the larger the lot, the greater number of occupants that the lot can accommodate. Lots with a higher number of occupants will have a higher contribution schedule lot entitlement relative to lots with fewer occupants as those larger lots with greater occupants place a greater burden on the cleaning, maintenance and caretaking of common property relative to smaller lots with fewer occupants.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

Ferns on the Brook community titles scheme

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(f) and section 66(1)(g) of the *Body Corporate and Community Management Act 1997* do not apply to this 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.

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(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; or

(iii) any covenant, easement or other encumbrance over the Common Property.

(e) **By-Laws** means these by-laws.

(f) **CMS** means a community management statement.

(g) **Common Property** means the common property of the Scheme.

(h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever.

(i) **Display Lot** means a Lot or Lots used to promote sales.

(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) **Lot** means a lot included in the Scheme and includes:

(i) all improvements constructed on or within the lot; and

(ii) any areas of Common Property which may be used by occupants of the lot under an exclusive use By-law allocation.

(l) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.

(m) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.

(n) **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,

(o) **Original Owner** means Walkers Way Pty Ltd A.C.N. 619 338 635 as trustee under instrument 718350700.

(p) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

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(q) **Pets:**

(i) includes dogs, cats, birds and other animals normally kept as pets; and

(ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.

(r) **Residential Lots** are Lots which are used or may be used for residential purposes.

(s) **Retail Lots** are Lots which are used or may be used for non-residential purposes (including retail, commercial or hospitality).

(t) **Scheme** means Ferns on the Brook community titles scheme.

(u) **Scheme Land** means all the land included in the Scheme.

(v) **Secretary** means the secretary of the Body Corporate.

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 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; and

(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.

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5. Use of Lots

5.1 Subject to these By-Laws (including the rights of a caretaking service contractor or party holding a letting authorisation from the Body Corporate), Owners and Occupiers must not use or permit Residential Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.

5.2 Notwithstanding By-law 9.1:

(a) an Owner or Occupier may rent out their Lot from time to time provided that in no event must any individual rental be for a period of less than 1 month;

(b) 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 the:

(i) use does not conflict with the rights of any caretaking service contractor or party holding a letting authorisation from the Body Corporate;

(ii) use is lawful and all necessary permits for the use are held;

(iii) use does not unreasonably interfere with the amenity of other Occupiers; and

(iv) Occupier obeys the reasonable directions and requirements of the Body Corporate.

5.3 Lots must not be used or allowed to be used:

(a) for any purpose that may cause a nuisance or hazard;

(b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;

(c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;

(d) for any purpose that may endanger the safety of persons within the Scheme.; or

(e) for a purpose or in a manner contrary to the relevant planning instrument, any Approval for the Scheme or any other applicable law.

5.4 Owners and Occupiers must not:

(a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or

(b) advertise that the Lot is available for lease or occupancy,

in breach of these By-laws.

5.5 The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of the Lot contrary to this By-law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, Approval for the Scheme, the certificate of classification for the building(s) in the Scheme or the conditions of any insurance policy effected by the Body Corporate for the Scheme.

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5.6 Flammable substances must not be stored within Lots unless the substance is used for normal domestic use.

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

6. Maintenance of Lots

Occupiers must:

(a) maintain their Lot in good repair and condition;

(b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;

(c) keep their Lot:

(i) clean so that it is not offensive in appearance to other Occupiers; and

(ii) free of pests and vermin;

(d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;

(e) keep accessible windows and glass clean;

(f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly; and

(g) ensure that balconies and terraces do not leak resulting in water or other liquids escaping to other Lots or Common Property.

7. Alteration to Lots

7.1 Except as set out in this By-law, Lots must not be altered without:

(a) the prior written approval of the Body Corporate;

(b) first submitting to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations; and

(c) all necessary local authority and other approvals having first been obtained.

7.2 No approval of the Body Corporate is necessary for minor works to the internal area of the Lot such as painting and replacement of carpet but the colours used must be in keeping with the colours of the Scheme generally.

7.3 The Body Corporate:

(a) must not unreasonably withhold its consent to an alteration; and

(b) may give its consent subject to reasonable conditions.

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8. Appearance of Lots

8.1 The purpose of this By-law is to ensure that the Scheme:

(a) is visually uniform and tidy in appearance; and

(b) includes garden areas and plants which are compatible with 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) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Body Corporate;

(d) use any part of the Lot for storage;

(e) keep any oversized plants (as determined by the Body Corporate); or

(f) install any aerials, receivers or the like,

if visible from outside of the Lot.

8.3 An Occupier must not install:

(a) window finishes; or

(b) screening or security devices,

unless they otherwise comply 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 Letter boxes must be regularly cleared.

8.5 An Occupier:

(a) of a Lot which contains any garden area or feature plants must maintain that area or plants; and

(b) must maintain any external sliding screen on any doorway of their Lot,

so as to achieve the purposes of this By-Law.

Ferns on the Brook community titles scheme

9. Power to enter Lots

9.1 A person authorised by the Body Corporate (an authorised person) may enter a Lot included in the Scheme, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary:

(a) to inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or

(b) to carry out work the Body Corporate is authorised or required to carry out.

9.2 The power of entry may be exercised:

(a) in an emergency - at any time, with or without notice of intended entry given to any person; and

(b) in other cases:

(i) for entry to the Lot mentioned in By-law 9.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:

(A) the Owner of the Lot; or

(B) if the Owner is not in occupation of the Lot - the Occupier of the Lot; and

(ii) for entry to the Common Property mentioned in By-law 9.1 - at a reasonable time after at least 7 days written notice of the intended entry has been given to:

(A) the Owner of the Lot to which the exclusive use by-law attaches; or

(B) if the Owner of the Lot mentioned in By-law 9.2(b)(ii)(A) is not in occupation of the Common Property - the occupier of the Common Property; and

(iii) in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the Lot or the Common Property.

10. Behaviour of Occupiers and Invitees

10.1 All persons within the Scheme:

(b) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of others;

(c) must take all practical means to minimise annoyance and noise to others including by closing doors, windows and curtains;

(d) leaving or entering between 11.00 pm and 8.00am must do so quietly;

(e) unless within the privacy of a Lot, must be appropriately dressed;

(f) must not use language or behave in a way that might offend or embarrass another person in the Scheme; and

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(g) must not behave in a way likely to unreasonably interfere with the peaceful enjoyment of others.

10.2 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Occupiers. Such equipment and instruments must not be operated between the hours of 11.00pm and 7.00am in a manner as to be audible at all to any other Occupier.

11. Waste Disposal

11.1 Waste must:

(a) be kept in a waste receptacle within a Lot or on Common Property areas designated for keeping waste;

(b) be stored and disposed of in a manner that will not adversely affect the amenity, health, hygiene or comfort of others; and

(c) not be deposited on the Common Property.

11.2 Occupiers must comply with any waste storage and removal system adopted by the Body Corporate.

11.3 The Body Corporate must give and is empowered to give any indemnities in favour of the local authority or other Authorities to facilitate the removal of waste including in relation to damage caused to improvements and infrastructure by waste removal vehicles.

11.4 Unless a service contractor is otherwise engaged to perform the function, any waste bins left for collection must be removed by the relevant Occupant whose waste bin it is from the Common Property or the road verge soon after waste collection, if possible on the same day.

12. Keeping of Pets

12.1 Occupiers keeping Pets must comply with the following conditions, as applicable to their Pet:

(a) a photo of each Pet must be provided to the committee of the Body Corporate before the Pet is brought onto the Scheme;

(b) Pets must wear an identification tag, tattoo or microchip;

(c) if applicable, Pets must be licensed or registered;

(d) clean and remove any mess left on Common Property;

(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 must not be left unattended within a Lot for more than 24 consecutive hours;

(h) any damage caused to Common Property or any Lot must be repaired at the cost of the relevant Occupier;

(i) only take Pets into a lift if the occupants of the lift at the time verbally consent to the Pet entering the lift;

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(j) if there is an alternative means of access (goods lift or via car park) then Pets must not access their Lots via foyer area and must use those alternate means; and

(k) Pets are not allowed in any recreation area, unless designated for Pet recreation use.

12.2 An Occupier who fails to comply with the conditions in By-law 12.1, must remove their Pet from the Scheme if directed by the Body Corporate.

12.3 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.

12.4 Animals which are not Pets may not be kept within the Scheme.

13. Broadband Infrastructure

13.1 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.

13.2 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).

13.3 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.

13.4 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.

13.5 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.

SELLER'S NOTE: THIS BY-LAW MAY BE AMENDED OR DELETED. NBN CO LIMITED MAY NOT BE THE PROVIDER. THERE MAY BE NO PROVIDER AT ALL. NO REPRESENTATION IS MADE BY THE SELLER THAT NBN WILL BE AVAILABLE TO THE SCHEME AT SETTLEMENT.

14. Various matters concerning Common Property

14.1 Washing of vehicles must only occur in designated areas.

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14.2 Bicycles:

(a) must only be stored within Lots, in designated areas or within appropriate exclusive use areas;

(b) must be locked to prevent theft; and

(c) may only be brought into and out of the Scheme by way of the carpark entry.

14.3 Any designated speed limits must be complied with.

14.4 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) unless for bona fide purposes such as repair or maintenance, enter upon or be within areas of Common Property which are for utility infrastructure or services purposes such as areas which are or include:

(i) electrical substations, switch rooms or control panels;

(ii) fire service control panels; or

(iii) telephone exchanges.

(e) alter, operate, damage or in any way deface the Common Property or any Body Corporate asset; or

(f) smoke cigarettes (including e-cigarettes) or administer any prohibited substance whilst on Common Property.

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

14.6 Skateboards, roller blades, bicycles, go-carts, scooters and similar things must not be ridden on the Common Property.

15. Lot Utility Infrastructure located on Common Property

15.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property in appropriate locations such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.

15.2 Owners are responsible for:

(a) the repair, maintenance and replacement of; and

(b) any loss or damage to,

Lot Utility Infrastructure.

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15.3 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.

15.4 Any part of the Common Property which contains Lot Utility Infrastructure may be locked by the Body Corporate unless otherwise required by law, and may not accessed or opened by any person without the prior consent of the Body Corporate, not to be unreasonably withheld.

16. Supply of Utilities

16.1 This By-law applies to the supply of any utilities by the Body Corporate (**Metered Utilities**) including:

(a) hot water from a central hot water system;

(b) chilled water for air conditioning; and

(c) any form of energy.

16.2 The Body Corporate must not supply a Metered Utility to a Lot unless:

(a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot, except for gas which is unmetered; and

(b) the Occupier and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

16.3 A Supply Agreement:

(a) must comply with any requirements of the law;

(b) must require the 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

(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 as 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 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).

16.4 The Body Corporate:

(a) may refuse to enter into Supply Agreements with a person who is not the Occupier of the Lot; and

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(b) must not refuse to enter into a Supply Agreement with an Occupier of a Lot if the Occupier:

(i) has paid the required security deposit; and

(ii) is not in arrears for the previous supply of a Metered Utility.

16.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Occupier of the Lot unless:

(a) the ownership of the Lot has changed as a result of an inheritance or a family or de facto law disposition; or

(b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

16.6 An Owner or Occupier 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.

17. Security System

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

17.2 Any security equipment (including CCTV or other video surveillance) installed on Common Property is the property of the Body Corporate. The Body Corporate is not liable to any Owner or Occupier due to any failure in the operation of the security equipment.

18. Exclusive Rights of Caretaker and Letting Agent

18.1 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.

18.2 While a caretaking 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.

18.3 The authorised or engaged party may display such signs and advertisements on the Common Property as is reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

18.4 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 Agreements;

(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;

Ferns on the Brook community titles scheme

(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.

19. Lease or Licence of Common Property

19.1 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, retailers or any other party on such terms and conditions as the Original Owner determines (**Utility Licence Grant Notice**).

19.2 If a Utility Licence Grant Notice is given:

(a) the Body Corporate must grant the lease or licence as directed by the Original Owner;

(b) such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 174(3) of the Accommodation Module; and

(c) 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.

19.3 For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

(a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;

(b) a licence to a coffee shop operator in respect of part of the ground floor foyer or other common property area; or

(c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

20. Display Lot 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 Lot;

(b) erect or permit signage to be erected within the Scheme concerning the sale and marketing of Lots within the Scheme and any development of which the Scheme forms part; and

(c) carry out promotional and marketing functions from the Common Property.

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21. Works carried out by Original Owner

21.1 The Original Owner may, without the consent of the Body Corporate, enter upon the Common Property and undertake works on, to or within the Common Property, as required by the Original Owner in their discretion.

21.2 The Original Owner:

(a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-law to a standard in keeping with the balance of the Scheme; and

(b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

21.3 The rights of the Original Owner under this By-law apply notwithstanding any inconsistency with any other By-law. By-laws regarding peaceful enjoyment, appearance of Lots, alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Original Owner carrying out works to the Scheme.

22. Exclusive Use Areas - Courtyards

22.1 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.

22.2 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.

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(d) Anything that the Original Owner may do under this By-law 22.2 may also be done by the agent of the Original Owner.

22.3 **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.

22.4 **Other matters about exclusive courtyard areas**

(a) An exclusive use courtyard area must be maintained:

(i) at the cost of the relevant owner;

(ii) to a quality in keeping with the Scheme or as otherwise directed by the Body Corporate, acting reasonably; and

(iii) so as to not be allowed to become unsightly, un-kept or overgrown with vegetation.

(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.

23. Exclusive Use Areas and Assets - Other

23.1 **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.

23.2 **Rights attach to Lots**

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

23.3 **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.

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23.4 **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 for vehicle parking, for use as exclusive use parking for the benefit of the Lots to which the areas are respectively allocated;

(ii) 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;

(iii) areas that are constructed as outdoor dining areas, for use as exclusive use outdoor dining for the benefit of the Lots to which the areas are respectively allocated;

(iv) areas on the rooftop of the Scheme for use to place solar panels for the benefit of the Lots to which the areas are respectively allocated;

(v) 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;

(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 By-law 23.4 may also be done by the agent of the Original Owner.

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23.5 **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* for areas allocated under By-law 23.4(a)(v)).

(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. Local Government Mandated Conditions

24.1 The table below is included in this CMS because:

(a) The development approval for the Scheme requires either that this CMS contain By-Laws as set out in this Part; or

(b) the Original Owner makes disclosure to the Owners and Occupiers of certain matters as set out in the table.

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Scheme when this Proposed CMS is given to the Buyer. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. If this is the case, those matters will be included here and the Seller may vary this Proposed CMS and give the Buyer a further statement under Section 214 of the BCCM Act regarding the variations. The Seller directs the attention of the Buyer to the Contract Terms in this regard.

	CONDITION
1	**Car Parking** The car parking within the premises must be maintained exclusively for the ancillary use of the development. The parking must not be made available to the general public and there must not be signage erected on or in the vicinity of the site advertising the availability of car parking to the general public.
8	**Visitor Parking** Visitor car parking spaces must be: - clearly labelled as 'Visitor Parking'; and - remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure; and - provide 24 hour unrestricted access for bona fide visitors.

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CONDITION	
15	**Balconies / Verandahs / Terraces** All balconies / verandahs / terraces must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures (excluding screening required by the development approval).
35	**Parking** Parking on the site for 60 resident / tenant cars and 5 visitor cars, and for the loading and unloading of vehicles within the site. One of the visitor car parking spaces is to be provided for people with disabilities
38(a)	**Refuse Collection - On Site** Arrange for the installation of refuse/recycling bins and for the subsequent collection of refuse including recycling from the site by Brisbane City Council's Waste and Recovery Services or a private waste contractor.
38(b)	**Notify future owner** Where Council is engaged as the waste contractor, the owner must notify any future owner / body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.
38(c)	**Indemnify Council** The owner and any subsequent owner must, by approved form to Waste and Recovery Services, indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.
39	**Refuse Storage - On Site Collection** Provide a roofed and wholly screened refuse enclosure utilising materials consistent with the development or a dedicated refuse storage room, as shown on the approved plans and documents. The enclosure/refuse storage room must be of a design to accommodate the quantity of refuse and recycling including source separation to allow for low servicing collection of the development. Bins must be located in an area which allows them to be manoeuvred from the bin storage area to the designated internal collection point.
43(d)	**Water Quality Maintenance Plan** Maintain the certified Water Quality Management Plan and the stormwater quality treatment strategy required pursuant to condition 43(a). Include the Water Quality Maintenance Plan in any building management strategy, building management statement of community management statement. Seller's Note - The Water Quality Maintenance Plan has not been prepared. It may be included in the version of the community management statement recorded with the Queensland Land Registry.

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	CONDITION
44	**Construct Private Internal Fire Main and Hydrant** Construct a private internal fire main and fire hydrant(s) to serve the development. The installation is to satisfy requirements for internal hydrants within the current version of AS2419. Construct a private internal water main with fire hydrant(s) to serve the development where any point of a possible building envelope is or will be more than 80 metres (when the distance is measured around the perimeter of the building envelope) from a Qld Urban Utilities (QUU) hydrant. The main is to be designed and constructed in accordance with the current version of the *'Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots' (GuRCIL)* by the Queensland Fire and Emergency Services and the relevant Brisbane Planning Scheme Codes. Where the unassisted water supply cannot meet the flow & pressure requirements of the GuRCIL the design & installation of a Fire Hydrant System is to be in accordance with the current version of AS2419. Accessible hardstand is to be provided for emergency vehicles within 20m of a fire hydrant(s) and the design and installation is to satisfy the requirements for feed hydrants of the current version of GuRCIL. Where emergency vehicles cannot be located within 20m of a fire hydrant(s), the design & installation of the Fire Hydrant System is to be in accordance with the current version of AS2419. The private main shall be supplied from a Queensland Urban Utilities (QUU) water service and meter. This water service requirement is to be included in the development's Water Approval. **Access and Ownership of mains** The hydrants must be located to allow 24 hour access for emergency and maintenance vehicles. Ownership and maintenance responsibility for the private main and hydrant(s) must exist and remain with a single legal entity, which represents the owner(s) of any property served by the private main and hydrant(s). This legal entity is to be to the satisfaction of QUU for billing purposes and is to be a requirement of the development's Water Approval. This legal entity must remain in place for the life of the development, be responsible for the cost of water consumption charges at the QUU boundary meter, and be responsible for maintaining the private main and hydrant(s), for the life of the development. The responsibilities of the legal entity must remain in effect on transfer of the property title. **Notify Future Owners** The developer must notify all future and potential property owners of the private fire main and hydrants, and ownership responsibilities for the private fire main and fire hydrant.

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SCHEDULE D ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Lots 1 - 30 and Common Property on SP324945	Support
Lots 1 - 30 and Common Property on SP324945	Utility Services and Utility Infrastructure
Lots 1 - 30 and Common Property on SP324945	Shelter
Lots 1 - 30 and Common Property on SP324945	Projections
Lots 1 - 30 and Common Property on SP324945	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 on SP324945	Sewer, Stormwater, Water, Telecommunications and Electricity	Attached diagram marked "SLD"

Seller's Note: At the time of preparation of this draft Community Management Statement, the proposed location of services may not be known. The Service Location Diagram and the table above will be finalised once the location of the services are known. The Seller may give to the Buyer a further statement under section 214 of the *Body Corporate and Community Management Act* outlining the changes to be made to this Community Management Statement at the time that the location of the services becomes known or at some other time as determined by the Seller. The Buyer under the Contract Terms has represented to the Seller that the Buyer agrees that the Section 213 Statement is substantially complete notwithstanding that the type and location of the service easements are not known and/or not disclosed.

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SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

SELLER'S NOTE: AS AT THE TIME OF ISSUE OF THIS PROPOSED CMS TO THE BUYER, THE SELLER MAY NOT HAVE DETERMINED ALL ALLOCATIONS OF EXCLUSIVE USE AREA'S. THE SELLER MAY MAKE ADDITIONAL ALLOCATIONS AT ANY TIME, INCLUDING BEFORE THE SCHEME IS ESTABLISHED OR AFTER THE SCHEME IS ESTABLISHED IN ACCORDANCE WITH THE SELLER'S ENTITLEMENT UNDER THE BY-LAWS IN RELATION TO AUTHORISED ALLOCATIONS.

Lot on Plan	By-law 22 Courtyard Exclusive Use Area on Plan attached marked "A"
Lot 1 on SP324945	1A
Lot 2 on SP324945	2A
Lot 3 on SP324945	3A
Lot 4 on SP324945	4A
Lot 5 on SP324945	5A
Lot 6 on SP324945	6A
Lot 7 on SP324945	7A
Lot 8 on SP324945	8A
Lot 9 on SP324945	
Lot 10 on SP324945	
Lot 11 on SP324945	
Lot 12 on SP324945	
Lot 13 on SP324945	13A
Lot 14 on SP324945	14A
Lot 15 on SP324945	15A
Lot 16 on SP324945	16A
Lot 17 on SP324945	17A
Lot 18 on SP324945	18A
Lot 19 on SP324945	19A
Lot 20 on SP324945	20A
Lot 21 on SP324945	21A
Lot 22 on SP324945	22A

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Lot on Plan	**By-law 22 <u>Courtyard</u> Exclusive Use Area on Plan attached marked "A"**
Lot 23 on SP324945	23A
Lot 24 on SP324945	24A
Lot 25 on SP324945	25A
Lot 26 on SP324945	26A
Lot 27 on SP324945	27A
Lot 28 on SP324945	28A
Lot 29 on SP324945	29A
Lot 30 on SP324945	30A

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