

Title Reference 50766553

**SCHEDULE C – BY-LAWS****1 HOW TO INTERPRET THESE BY-LAWS**

These are the by-laws for the Tennyson Reach Community Titles Scheme which have effect in accordance with the *Body Corporate and Community Management Act 1997 (Qld)* (the "Act"). In these by-laws unless the contrary intention appears, a reference to:

- a "including" means including by way of non-exhaustive example only;
- b the singular includes the plural and vice versa;
- c a law includes all amendments or replacements to the law;
- d a thing is a reference to the whole of the thing and each part of the thing;
- e words used in the by-laws and defined in the Act have the same meaning as set out in the Act;
- f the Body Corporate (including a reference to the Body Corporate doing something or approving something) is to be read as including a reference to the Committee unless the Committee cannot deal with the relevant matter or the Committee is otherwise excluded by law;
- g a "person" includes corporations and other entities;
- h "Original Owner" means Mirvac Queensland Pty Ltd ACN 060 411 207, its successors and assigns.

**2 DEFINITIONS**

The following words or expressions have the following meanings where used in these by-laws or elsewhere in this Community Management Statement:

**Additional Land** means any parcel(s) of land identified as such in Schedule B of this Community Management Statement which is not yet part of the Scheme Land.

**Authority** includes any government authority having jurisdiction over the construction of improvements on the Scheme Land or any Additional Land, any telecommunications carrier and any other government or semi or quasi government body or authority having jurisdiction in connection with any matter associated with the implementation of the Tennyson Reach Development (including the Council).

**Body Corporate** means the Body Corporate for Tennyson Reach Community Titles Scheme.

**Body Corporate Agreements** means agreements and arrangements entered into by the Body Corporate (including any caretaking agreement, letting agreement or administration agreement).

**Body Corporate and Community Management Act** means the *Body Corporate and Community Management Act 1997 (Qld)*.

**Building(s)** means (a) residential unit building(s) located on the Scheme Land. As set out in Schedule B of this Community Management Statement, the Tennyson Reach Development is intended to comprise 6 Buildings identified on the Concept Plan(s) as Buildings F, E, D, C, B and A.

**Claim** means any cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, requisition or objection, whichever is applicable.

## Title Reference 50766553

**Commercial/Retail Lot** means any Lot in the Scheme which is used for commercial or retail purposes (including Lots 5101 and 5201 on SP 205068).

**Common Property** means the common property in the Scheme.

**Community Management Statement** means the community management statement registered in respect of the Scheme.

**Concept Plan(s)** means the concept plan(s) incorporated in Schedule B of this Community Management Statement.

**Council** means the Brisbane City Council.

**Development Lot** means any Lot in the Scheme which is proposed to be further developed as described in Schedule B of this Community Management Statement (and not being a residential unit or Commercial/Retail Lot).

**Lot** means a lot in the Scheme (but, where the context requires in accordance with by-law 58.1, may exclude Development Lot for the purposes of the application of certain by-laws).

**Lot Entitlement** has the meaning given in the Body Corporate and Community Management Act.

**On-site Manager** means a person appointed by the Body Corporate as a service contractor or a letting agent, or both;

**Owner or Occupier** means an owner or occupier of a Lot in the Tennyson Reach Community Titles Scheme (but where the context requires in accordance with by-law 58.1, may exclude the Original Owner for the purposes of the application of certain by-laws).

**Stage** means a stage in the Tennyson Reach Development as detailed in Schedule B of this Community Management Statement (and "Stages" or "Staging" has a corresponding meaning).

**Scheme** means the Tennyson Reach Community Titles Scheme to which this Community Management Statement applies.

**Scheme Land** means the land and Common Property in the Scheme.

**Tennyson Reach Development (or "Development")** means the staged residential development as described in Schedule B of this Community Management Statement.

**vehicle** includes all types of automobiles, trucks, bicycles, boats, trailers, caravans, camper vans or mobile homes;

### 3 NOISE

An Owner or Occupier of a Lot shall not upon the Scheme Land create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

### 4 VEHICLES

An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- a park a vehicle, or allow a vehicle to stand, on Common Property; or
- b permit anyone else to park a vehicle, or allow a vehicle to stand, on the Common Property,

## Title Reference 50766553

unless the area of Common Property is designated for such purpose and then only subject to any rules set by the Body Corporate in relation to use of such areas or unless such area is the subject of exclusive use granted pursuant to this Community Management Statement. However, trucks and vans of more than 1 tonne tare must not, in any circumstances, be parked on Scheme Land except for commercial purposes and/or on a temporary basis only (for example, delivery or removalist trucks) and boats, trailers and caravans may only be parked in allocated exclusive use carpark in the basement carpark provided same does not unreasonably interfere with any other Lot Owners/Occupiers' use or enjoyment of their allocated exclusive use carpark.

The Body Corporate may cancel any approval previously given (other than in respect of exclusive use areas granted pursuant to this Community Management Statement) by giving 7 days written notice to the person who originally obtained the approval.

Only registered vehicles may traverse Common Property and only on areas designed for that purpose. Vehicles must be driven safely and at a safe speed (not to exceed 10km/hour at any time).

The Body Corporate may arrange for any vehicle on Scheme Land in non-compliance with these by-laws to be towed from Scheme Land and may recover any such costs from any Owner or Occupier who permitted the vehicle onto, or to use, Scheme Land in non-compliance with these by-laws.

## 5 USE OF COMMON PROPERTY – GENERAL

An Owner or Occupier of a Lot must:

- a not obstruct lawful use of Common Property by any person;
- b use Common Property and facilities on Common Property properly and only for the purpose for which they are designed;
- c give the Body Corporate or the On-site Manager prompt notice of any accident to or defect in the Common Property.

## 6 PLANTS AND GARDENS

An Owner or Occupier of a lot must not, without the prior consent in writing of the Body Corporate Committee:-

- a damage a lawn, garden, tree, shrub or flower (together "plant") on the Common Property;
- b permit any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property;
- c permit any plant species greater than 2 meters in height, or of a weight which may compromise the structural loading of the Building, to be grown on any part of the Lot or Common Property; or
- d use any part of the Common Property as a garden.

The Body Corporate may cancel any approval previously given by giving 7 days written notice to the person who originally obtained the approval.

Any plant in a Lot that is visible from outside the Lot must be:

- a a variety approved by the Body Corporate;
- b pruned as appropriate;

**Title Reference 50766553**

- c** maintained in a good and healthy condition; and
- d** promptly removed (if it dies) and replaced with a Body Corporate approved variety.

**7 DAMAGE TO COMMON PROPERTY**

An Owner or Occupier of a Lot shall not alter, mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.

**8 BEHAVIOUR OF INVITEES**

An Owner or Occupier of a Lot shall take all reasonable steps to ensure that his or her invitees comply with the by-laws and 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 Common Property. An Owner or Occupier of a Lot whose visitor damages Common Property must compensate the Body Corporate for the damage caused upon demand by the Body Corporate.

**9 DEPOSITING RUBBISH ETC ON COMMON PROPERTY**

An Owner or Occupier of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**10 APPEARANCE OF BUILDING**

An Owner or Occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Lot in such a way as to be visible from outside the Building.

**11 MAINTENANCE OF LOTS**

An Owner of a Lot must ensure that the Lot is kept clean and maintained in a good order and condition and is free from pests.

The Body Corporate may set rules and guidelines regarding the standard of maintenance and appearance of Lots and Scheme Land so as to ensure uniformity of appearance and general maintenance of such areas to a high standard and Owners and Occupiers must comply with all such rules and guidelines.

**12 STORAGE OF FLAMMABLE LIQUIDS ETC**

An Owner or Occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his or her Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine. An On-site Manager may store flammable substances used by the On-site Manager in the course of acting as an On-site Manager in a non-residential part of the On-site Manager's Lot or on parts of the Common Property specified by the Body Corporate as a storage area.

**13 RUBBISH DISPOSAL**

An Owner or Occupier of a Lot shall:-

- a** unless the Body Corporate provides some other means of disposal of rubbish, maintain within his or her Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for rubbish; and

**Title Reference 50766553**

- b** only dispose of rubbish in ways approved by or specified by the Body Corporate;
- c** comply with all Council local laws relating to the disposal of rubbish; and
- d** ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his or her disposal of rubbish.

An Owner or Occupier of a Lot shall not place any object or item in the rubbish chutes or in the general vicinity of the rubbish chutes located at each lift core in a Building which is inappropriate or which might break or shatter or cause damage or injury in the rubbish chutes or at the collection points in the basement of the Building. Any damage or blockage resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

An Owner or Occupier of a Lot must not restrict access to the Common Property by the Council or the Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish.

**14 KEEPING OF ANIMALS**

Subject to the provisions of the Body Corporate and Community Management Act 1997 an Owner or Occupier of a Lot shall not keep any animal upon his or her Lot or the Common Property without the written permission of the Body Corporate Committee. An Occupier of a Lot may keep a dog or cat in the Lot as long as the animal(s):

- a** does not disturb others; and
- b** is a domesticated pet; and
- c** is restrained at all times when on Common Property; and
- d** is toilet trained.

If challenged, the Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Scheme Land if the animal does not meet all of the criteria set out in this by-law.

**15 AERIALS**

An Owner or Occupier of a Lot shall not erect outside wireless and television aerials or satellite receivers without the prior written consent of the Body Corporate and any other relevant authority having jurisdiction.

**16 STRUCTURAL ALTERATIONS**

An Owner or Occupier of a Lot shall not make any structural alteration to any Lot (including any alterations to gas, water or electrical installations) without the prior written consent of the Body Corporate and all other approvals required by law.

**17 TRADESMEN**

An Owner or Occupier of a Lot shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

**18 INTERIOR**

Each Owner or Occupier of a Lot shall be responsible for the interior maintenance and decoration of the Lot.

## Title Reference 50766553

**19 WINDOWS AND PLATE GLASS**

An Owner or Occupier of a Lot shall at their expense keep the windows and any plate glass in the Lot clean and promptly replaced with new glass of the same kind and weight if broken or cracked.

**20 WATER**

An Owner or Occupier of a Lot shall not waste water and shall ensure that all water taps in the Lot are promptly turned off after use.

**21 WATER APPARATUS**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

**22 DAMAGE TO SERVICES**

An Owner or Occupier of a Lot shall give the Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric or gas installations or fixtures and the Body Corporate by its agents or servants shall have authority in the circumstances having regard to the urgency involved to enter a Lot, examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the building or parcel as often as may be necessary and such entry shall not constitute trespass.

**23 VERMIN**

An Owner or Occupier of a Lot shall keep the Lot clean and take all practicable steps to prevent infestation by vermin or insects.

**24 INFECTIOUS DISEASES**

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any Lot the Owner or Occupier of such Lot shall give written notice and any other information which may be required to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any other part of the Building required to be disinfected and replacing of any articles or things the destruction of which may be rendered necessary by such disease.

**25 INSURANCE**

An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which may void any insurance policy in respect of a Building, the Lot, or Common Property, increase the rate of fire insurance on the Building or any Lot or Common Property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the Building or any Lot or Common Property.

**26 SOUND**

The following rules shall apply:

- a All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other Owners or Occupiers of Lots.

**Title Reference 50766553**

- b** An Owner or Occupier of a Lot (other than a Commercial/Retail Lot) shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night.
- c** The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00pm to 8.00am in such a manner as to be audible at all, to any other Owner or Occupier of a Lot.
- d** An Owner or Occupier of a Lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in a Lot between the hours of 10.00pm to 8.00am.
- e** Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00am to 10.00pm. Practising during the said hours is permissible but not longer than one hour at a time, or for a total of more than three hours in any day (other than rehearsing for performances in connection with a business operated in a Commercial/Retail Lot which shall be allowed at all reasonable times and in accordance with By-law 56t). The Body Corporate shall have the sole right to determine what is reasonable in respect of this by-law.

**27 DISTURBANCE**

- a** Owners and Occupiers of Lots shall request guests leaving after 11.00pm to leave quietly and quietness shall be observed when an Owner or Occupier of a Lot returns to the Building after 10.00pm and before 7.00am.
- b** In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimise the annoyance to other Owners or Occupiers of Lots including closing all doors, windows and curtains of the Lot.

**28 REMOVALS**

An Owner or Occupier shall not move any furniture, piano or safe into or out of any Lot without prior notice given to the Body Corporate and the moving must be done in the manner and at the time directed by the Body Corporate or any On-site Manager.

**29 SECURITY**

The Body Corporate has 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 of the Scheme Land.

The Body Corporate may operate the 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).

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.

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 system or systems not working, or not working properly or not working as well as the system(s) could or should work; or
- b** someone making an unauthorised entry on the Scheme Land.

## Title Reference 50766553

An Owner or Occupier of a Lot shall securely fasten all doors and windows to his Lot on all occasions when the Lot is left unoccupied and the Body Corporate, its servants, agents or the On-site Manager shall have the right to enter without committing trespass and fasten any doors or windows.

Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).

**30 ACCESS**

Upon 24 hours written notice (except in the case of an emergency, when no notice shall be required), the Body Corporate, its servants, agents and contractors or the On-site Manager shall be permitted by an Owner or Occupier to enter onto the Lot to inspect, maintain, repair or renew pipes, wires, cables and ducts in the Lot which is interfering with or preventing the enjoyment of any other Lot or Common Property, or to maintain, repair or renew Common Property, or to ensure that the by-laws are being observed. Such maintenance, repair or renewal shall be at the expense of the Owner or Occupier of the Lot in cases where the need for such maintenance, repair or renewal is due to any act or default of the Owner or Occupier or their guests, servants or agents. If not so permitted they may effect an entry and such entry shall not constitute trespass. The Body Corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances.

**31 COPIES**

A copy of these by-laws (or a summary approved by the Body Corporate) shall be exhibited in a prominent place in any Lot made available for letting.

**32 COMPLIANCE**

The duties and obligations imposed by these by-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by their guests, servants, employees, agents, children, invitees and licensees.

**33 RECOVERY**

Where the Body Corporate expends money to make good any damage caused by a breach of the Body Corporate and Community Management Act 1997 or any Body Corporate Agreement or these by-laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of a Lot, the Body Corporate shall be entitled to recover from the Owner of the Lot at the time when the breach occurred the amount so expended as a liquidated debt.

**34 SALES**

While the Original Owner remains an Owner or Occupier of any Lot(s), it and its officers, servants or agents shall be entitled to use any Lot(s) of which it is a registered owner or occupier as (a) display lot(s) and/or sales office and shall be entitled to allow prospective purchasers or prospective lessees to inspect any Lot(s) and shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about the Building and Common Property as it thinks fit.

**34A AUCTION SALES**

An Owner of a Lot must not permit any auction sales to be conducted or to take place on the Lot or on the Common Property without the prior written consent of the Body Corporate.



**Title Reference 50766553**

**35 THROWING OBJECTS**

An Owner or Occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the Building or any part of the Common Property. Any damage or costs for cleaning or repair caused by a breach of this by-law and any consequential damages or costs arising therefrom shall be borne by the Owner or Occupier concerned.

**36 EXTERNAL APPEARANCE**

The Body Corporate Committee may establish rules and standards (including specifications) in relation to items affecting the outside appearance of a Building and Owners and Occupiers of Lots must comply with any such rules and standards. Owners and Occupiers of Lots are prohibited from closing in balconies or terraces (which must remain unenclosed with no shutters, glazing, louvres or similar permanent structures unless otherwise approved by the Council) and must not erect any structures or change any existing structure on the outside of the Lot or Building except in accordance with any statutory approval or requisite approval of any Authority having jurisdiction.

**37 WINDOW COVERINGS**

An Owner or Occupier of a Lot shall not hang, install, remove or replace any window covering (including, without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the prior written consent of the Body Corporate Committee.

**38 ACOUSTICS**

Subject to this By-law, an Owner or Occupier of a Lot must not, without the prior approval in writing of the Body Corporate Committee and subject to any conditions the Committee may impose:-

- a** remove or install any hard floor surfaces unless it achieves a minimum field impact isolation control of 55 dB under relevant Building Code Regulations and is suitably acoustically treated; or
- b** interfere with any ceiling acoustic treatment.

The restriction in paragraph a of this By-law shall not apply to Lots located on the podium levels of Buildings or directly above Common Property basement carparks.

For Lots sharing a floor/ceiling slab and/or common walls with any Commercial/Retail Lot used as a restaurant, the following shall apply:

- c** the floor/ceiling slab and common walls (to a residential unit) of the restaurant must be acoustically treated to achieve a minimum attenuation of 50 dB; and
- d** the units sharing a floor/ceiling slab and/or common walls with the restaurant tenancy (3 units) must have attenuation to ensure an internal sound pressure of 40 dB(A)  $L_{Aeq}$  is not exceeded by implementing the acoustic attenuation identified in (c) above.

**39 CAR PARK SPACES**

The Body Corporate has the authority of Owners and Occupiers of Lots and is empowered to organise cleaning services for the car park spaces forming part of Lots or the subject of exclusive use areas and to pay for any such service out of administrative fund levies.

Title Reference 50766553

**40 BODY CORPORATE COMMITTEE RULES**

The Body Corporate Committee may make rules and regulations concerning the use and protection of the Building(s) and Common Property including, without limitation, rules and regulations dealing with:-

- a visitors; and
- b Building security.

**41 COSTS**

If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Owner or Occupier (which expression shall for the purposes of this by-law include any former owner or occupier of the relevant Lot) due to default by that Owner or Occupier in the payment of any moneys to the Body Corporate or breach of the by-laws or for any other reason such Owner or Occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt and payable by the Owner or Occupier to the Body Corporate.

**42 BY-LAWS EXTEND TO OCCUPIERS**

In these by-laws where there is a right or licence granted to an Owner (for the time being) of a Lot then this right or licence shall also extend to the lawful Occupier of such Lot.

**43 EASEMENTS**

The Body Corporate shall be empowered to:-

- a grant any easement, licence, right of way or any other concession to enable services (ie electricity, telecommunications, communications, gas, drainage, water or sewerage) from any Authority or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation or the Body Corporate. Such services may include the provision of manholes or inspection outlets; and
- b enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or Authority whether pursuant to conditions of Development Approval or otherwise, for any purpose necessary for the use and enjoyment of the Scheme Land or for the benefit of adjoining land owners, any Authority or any other person including, without limitation, for access, services, maintenance of dividing fences, etc.

**44 USE OF LOTS****44.1 Use of Lots for Residential Purposes**

Subject to by-laws 44.2 to 44.5, all Lots (other than Commercial/Retail Lots and Development Lots) in the Scheme may only be used for residential purposes (and ancillary car parking and storage but provided that any storage items are completely contained in a Body Corporate approved storage device) and must not be used for any other purpose.

**44.2 Commercial/Retail Lots**

The 2-4 Commercial/Retail Lots described in Schedule B of this Community Management Statement may be used for café/bar, restaurant or other commercial or retail purposes (including an On-site Manager's office and/or real estate agency and/or ancillary services) and as otherwise set out elsewhere in these by-laws.

## Title Reference 50766553

**44.3 Development Lot(s)**

The Development Lot(s) described in Schedule B of this Community Management Statement may be used by the Original Owner for the progressive development of the Tennyson Reach Development and as otherwise set out elsewhere in these by-laws.

**44.4 On-site Manager's Lot**

Despite by-law 44.1, any residential unit Lot in the Scheme owned or occupied by the On-site Manager may be used for the purposes described in by-law 44.1 and also for the conduct of a business for providing caretaking services in respect of the Common Property and for providing letting agent and ancillary services to Owners and Occupiers of Lots in the Scheme.

**44.5 Original Owner's Rights**

The Original Owner may, in accordance with by-law 34, use any Lot(s) of which it is registered Owner or of which it is an Occupier as (a) display lot(s) and/or sales office.

**45 BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS**

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-

- a an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of Owners and Occupiers;
- b an agreement or agreements for the appointment of a Body Corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
- c an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the Building(s) and Common Property or for the purposes of ensuring the proper performance of the powers duties, and functions of the Body Corporate and of the Committee of the Body Corporate (including agreements with service contractors and service and maintenance contracts in respect of utility services such as mechanical ventilation, fire control equipment and security systems); and
- d an agreement or agreements for the supply of services to the Building(s) and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the Building(s).

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

**46 BULK SUPPLY OF UTILITIES**

The Body Corporate may at its election supply or engage another person to supply utilities in the Scheme Land and in such case the following will apply:-

- a "Utility" means: electricity, gas, water (potable and non-potable), telecommunications, cable TV and the like;
- b the Body Corporate has the power to enter into a contract for the purchase of reticulated utility, on the most economical basis, for the whole of the Scheme Land from the relevant Authority;

## Title Reference 50766553

- c the Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or Occupier for supply of the electricity direct from the relevant Electricity Authority;
- d each Owner or Occupier must purchase and use all Utility consumed in the Owner's/Occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- e the Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Authority could supply at any particular time;
- f the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- g the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- h in respect of an account which has been rendered pursuant to these by-laws, then a Owner or Occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or Occupier became the Owner or Occupier of that Lot;
- i in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
  - (1) 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; and/or
  - (2) disconnect the supply of reticulated Utility to the relevant Lot;
- j the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- k the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

**47 SPECIAL PRIVILEGES**

Pursuant to the provisions of the Body Corporate and Community Management Act 1997, Owners and Occupiers of Lots on each level of a Building will have the special privilege of that part of Common Property consisting of the foyers on their respective levels so that a security system can ensure that only authorised persons may access each level.

"Authorised persons" are those who live on the level, invited by a resident to visit them, Common Property maintenance persons, and the On-site Manager.

The Body Corporate will continue to maintain the areas and if necessary the On-site Manager or chairman of the Body Corporate is authorised to identify the special privilege areas.

**48 CARPARK SPACES – EXCLUSIVE USE**

The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the area of Common Property consisting of the carpark spaces as allocated in Schedule E of this Community Management Statement for carparking purposes. Exclusive use carpark spaces which are

## Title Reference 50766553

enclosed garages may be used for both carparking and associated storage in accordance with any Development Approval. The Owner of the relevant Lot shall be responsible to clean and maintain the exclusive use area except that the Body Corporate will, using the services of a service contractor if it so elects, provide for the whole of the carpark area to be cleaned by hosing or sweeping on a regular basis. The Owner of the relevant Lot:

- a must not make any structural alterations to the exclusive use area; and
- b must allow Body Corporate service contractors and tradespeople access at all reasonable times to any service cupboards and utility infrastructure located in the exclusive use area.

**49 STORAGE SPACE EXCLUSIVE USE**

The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the storage space allocated to that Lot in Schedule E of this Community Management Statement or as allocated by the Original Owner by notification to the Body Corporate within 12 months of the date of recording of the First Community Management Statement.

The registered Owners of Lots may at any time swap exclusive use storage space areas. Written notification of any such swap shall be provided by all registered Owners involved in a swap to the Body Corporate. The Body Corporate shall maintain an up to date record of the storage spaces allocated to the various Owners from time to time.

Owners and Occupiers acknowledge that the storage spaces are fully enclosed storage spaces fitted with fire sprinklers. Owners and Occupiers further acknowledge that the maximum height for storage of materials in the storage spaces will be 500mm below the underside of the sprinkler head in accordance with the requirements of Australian Standard AS 2118. Owners and Occupiers must not stack materials above this maximum height in the relevant storage spaces. Storage spaces will be fitted with signage which will indicate the maximum height and Owners and Occupiers must not remove this signage.

**50 RESTRICTED ACCESS AREAS**

The Body Corporate must ensure that any parts of the Common Property used for:

- a electrical substations or control panels; or
- b fire service control panels; or
- c telephone exchanges; or
- d other services to the Lots and Common Property;

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of Lots may not enter or open or tamper with such areas without the consent of the Body Corporate.

The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property. These areas may be locked and access prohibited without the authority of the Body Corporate.

**51 SWIMMING POOL(S) ON COMMON PROPERTY**

The rules for use of any swimming pool(s) area located on Common Property are as follows:

- a a swimming pool(s) and pool surrounds (other than a swimming pool forming part of the Gymnasium Facility referred to in by-law 52) must only be used between the hours of 7.00am to 8.30pm seven days a week;

## Title Reference 50766553

- b** a swimming pool(s) may only be used by the Owners or Occupiers of a Lot or guests accompanied by the Owner or Occupier;
- c** glass items must not be taken inside the swimming pool(s) fence;
- d** the gates to (a) swimming pool(s) must be closed immediately after entry or exit;
- e** children under the age of 10 must be supervised by an adult when they are inside a swimming pool fence;
- f** Owners or Occupiers are limited to no more than 5 accompanying guests at any one time unless the Body Corporate Committee's prior written permission has been obtained for any greater number;
- g** persons must not allow an animal inside a swimming pool fence;
- h** there is to be no smoking within the swimming pool fence;
- i** the Body Corporate has the power to pass and change rules setting minimum dress standards for people in a swimming pool(s) area.

The Body Corporate may close any such swimming pool(s) areas for maintenance purposes. People using the facilities in any such swimming pool(s) areas must use them only for their intended purpose, keep them clean and not leave them in an untidy or littered state.

**52 GYMNASIUM AND ASSOCIATED FACILITIES**

A gymnasium and associated facilities are located on Common Property as shown on the attached Plan marked "A" ("Gymnasium Facility") and is intended to be used for the purposes of a gymnasium and associated community and recreational purposes by resident Owners and Occupiers of Lots. The Body Corporate shall be responsible for the maintenance of and operating costs for the Gymnasium Facility. The Body Corporate may set rules for use of the Gymnasium Facility including:

- a** times of use;
- b** which persons may use the Gymnasium Facility generally or during designated times or for designated purposes;
- c** restrictions on what items or things may be allowed into the Gymnasium Facility; and
- d** a system under which people may book for use of the Gymnasium Facility including rules as to maximum time limits and how the booking list is operated and by whom.

The Body Corporate and Owners and Occupiers acknowledge and agree that the following rules apply in respect of use of the Gymnasium Facilities:

- a** Non-resident Owners are not permitted to use the Gymnasium Facility.
- b** Resident Owners and Occupiers using the Gymnasium Facility must use it only for its intended purpose, keep it clean and not leave it in a messy state and must not interfere with or use any of the equipment in the Gymnasium Facility other than for its intended purpose and in accordance with all rules applying to the use of such equipment and in accordance with any operating manual. If any equipment is damaged, the relevant or supervising Owner or Occupier must be responsible for all costs associated with repairing or replacing the damaged equipment.

## Title Reference 50766553

- c Resident Owners or Occupiers are not permitted to have guests use the Gymnasium Facilities however they may have a personal trainer in the Gymnasium Facilities for training purposes only and that personal trainer is not permitted to use any equipment for their personal use while in the Gymnasium Facilities.
- d Children under the age of 16 years must be accompanied by an adult resident Owner or Occupier who must supervise them at all times.
- e There is to be no smoking within the Gymnasium Facility.
- f A towel must be used when using any gymnasium equipment.
- g Wet swimming suits are not permitted on gymnasium equipment.
- h Any malfunctions of gymnasium equipment must be reported in a log book or on the gymnasium notice board.
- i The door to the Gymnasium Facility must be locked or securely fastened upon completion of each session and the keys returned to the On-site Manager.
- j The Gymnasium Facility is not to be used for commercial uses other than in connection with the activities carried out by the On-site Manager under a Body Corporate Agreement.

**53 VISITOR CARPARK**

A visitor carpark is located on Common Property as shown on the **attached** Plan marked "B" ("Visitor Carpark") and is to be for the shared use as carpark for bona-fide visitors to the Scheme, the adjoining State Tennis Centre (during business hours only) or the adjoining Parklands areas (and the visitor parking bays located thereon shall be freely available to such visitors for a maximum period of 6 hours every 24 hours) and such carpark shall otherwise remain and operate in accordance with any Development Approval conditions. The Body Corporate shall be responsible for the maintenance of and any operating costs for the Visitor Carpark. The Body Corporate may set rules for access and use of the Visitor Carpark (which must not be contrary to any Development Approval conditions). Any allocation of areas for exclusive use by Commercial or Retail Lots is to be in accordance with a valid Development Approval by the relevant authority.

**54 COMMERCIAL/RETAIL LOT(S)****54.1 Operation of By-Law**

This By-law shall operate once (a) Commercial/Retail Lot(s) has been created in accordance with Schedule B of this Community Management Statement and a new Community Management Statement has been recorded defining the Commercial/Retail Lot(s) and incorporating the Schedule E – exclusive use areas as allocated to the Commercial/Retail Lot(s) by the Original Owner.

**54.2 Use Rights**

A Commercial/Retail Lot may be used as a café/bar, restaurant or other commercial or retail purpose (including real estate office or office for the provision of caretaking or letting services and including the provision of security for the Scheme Land) and which are compatible with the residential accommodation use of the Building of which the Commercial/Retail Lot forms part. The use rights do not include a club, beer garden or discothèque.

**54.3 Exclusive Use Areas**

If a Commercial/Retail Lot(s) is identified in Schedule E of this Community Management Statement with an allocation of exclusive use of any (or all) of the following areas as identified on the Plans attached to

## Title Reference 50766553

Schedule E, then the Owner of the relevant Commercial/Retail Lot shall be entitled to the exclusive use of those areas for the following purposes and subject to the following conditions:

- a **Storage Area** – for storage purposes in connection with use of the Commercial/Retail Lot. The relevant Owner shall be responsible for cleaning and maintaining the exclusive use area; and/or
- b **Courtyard/Terrace Area** – for the seating of customers and patrons and other invitees of the Commercial/Retail Lot. The relevant Owner shall be responsible for cleaning and maintaining the exclusive use area; and/or
- c **Grease Traps** – the Owner must ensure at its cost that all laws in relation to the disposal and cleaning of grease traps are complied with and must ensure that the health, hygiene and comfort of any other Owner or Occupier is not adversely affected when cleaning the grease trap or disposal of grease trap waste. The relevant Owner shall be responsible for cleaning and maintaining the grease traps; and/or
- d **Loading Dock** – which must only be used for its designed and intended purpose as a loading dock/bay and the Owner must ensure that the health, hygiene and comfort of any other Owner or Occupier is not adversely affected when using the loading dock. The relevant Owner shall be responsible for cleaning and maintaining the exclusive use area; and/or
- e **Signage** – the relevant Owner must pay any levy or charge imposed by the Council or any other Authority having jurisdiction in respect of the signage. The relevant Owner must keep the sign clean and in good condition and pay any operating expenses in connection with operating the sign. Any signage must be designed and operated only at times and in a manner so that any illumination does not cause a nuisance or disturbance to any other Owner or Occupier. The relevant Owner shall be responsible for cleaning and maintaining the signage.

Any allocation of areas for exclusive use by Commercial or Retail Lots is to be in accordance with a valid Development Approval by the relevant authority.

#### 54.4 Hours of Trade

In respect of the Commercial/Retail Lot located in Building D, the relevant Owner or Occupier may only trade between the hours of 6.00am to 9.00pm (with the exception of any Commercial/Retail Lot from which security for the Scheme Land is provided, which shall be entitled to remain open 24 hours a day, 7 days a week).

In respect of the Commercial/Retail Lot located in Building C, the relevant Owner or Occupier may only trade between the hours of 6.00am to 11.00pm (with the exception of any Commercial/Retail Lot from which security for the Scheme Land is provided, which shall be entitled to remain open 24 hours a day, 7 days a week).

The relevant Owner or Occupier of a Commercial/Retail Lot must ensure that its patrons and customers disperse by the designated closing time and do so in an orderly and quiet manner.

If the Owner or Occupier of a Commercial/Retail Lot wishes to trade beyond the designated closing time in respect of special events, such as New Years Eve celebrations, then the relevant Owner or Occupier must obtain prior written consent of the Body Corporate Committee which shall not be unreasonably withheld.

#### 54.5 Obligations Generally

An Owner and Occupier of a Commercial/Retail Lot shall comply with all applicable laws and regulations relating to the use of the Commercial/Retail Lot (including, in particular, By-law 56t and the relevant Development Approval condition repeated in that paragraph) and shall ensure that its customers, patrons, employees or invitees do not behave in a manner which is likely to cause any undue noise, disturbance or nuisance to Owners or Occupiers of other Lots.



## Title Reference 50766553

**55 MOORING RIGHTS****55.1 Body Corporate Assets**

This by-law applies to any Mooring constructed for the use of Owners and Occupiers and which is the subject of a lease or other agreement entered into by the Body Corporate with the relevant Authority as a Body Corporate Asset.

**55.2 Sublease/Licence**

Owners may obtain rights to access and use the Mooring from the Body Corporate under a sublease or licence on the terms of this by-law.

**55.3 Terms of Sublease/Licence**

The Body Corporate may establish and maintain a system for the granting of access and use rights for Moorings under a sublease or licence with Owners. The subleases or licences:

- a must be in the form approved by the Committee of the Body Corporate from time to time;
- b must specify the conditions on which the Owner may have access to or use of the Mooring or relevant parts of the Mooring which may include, without limitation:
  - . a requirement for the payment to the Body Corporate of a charge for use (sufficient to cover a proportionate part of the costs to the Body Corporate of maintaining and operating the Mooring); and
  - . a term making the Owner responsible for the maintenance of, and operating costs for, the part of the Mooring the subject of the sublease or licence; and
  - . conditions limiting the duration of the access and use rights; and
  - . conditions restricting the transferability of the access and use rights; and
  - . default and termination clauses; and
  - . obligations ensuring that all activities carried on by the Owner in the Mooring do not in any way breach any term or condition of the lease, licence or authority under which the Body Corporate derives its right to occupy the areas on which the Moorings are situated.

**55.4 Regulation Module**

In entering into subleases/licenses with Owners, the Body Corporate must comply with the provisions of the Regulation Module for the Scheme relating to the dealing with (including disposal of) Body Corporate Assets and interests in the Common Property.

**55.5 Limited Mooring Rights**

Each Owner acknowledges that access and use rights referred to in this by-law for the Mooring may not be available to all Owners as a consequence of:

- a the terms of any lease or agreement issued to the Body Corporate or the terms on which any relevant permit, licence etc issued by the relevant Authority for the Mooring and, in particular, restrictions on the number of Moorings or permitted users of a Mooring; or

## Title Reference 50766553

- b the prior grant of subleases or licences to Owners under this by-law in connection with the Mooring.

**55.6 Acknowledgments**

The Body Corporate and relevant Lot Owners having the benefit of a sublease or licence under this by-law acknowledge and agree that:

- a no construction work is permitted on boats tied up on piers and only minor repairs are permitted;
- b no extension to piers is permitted;
- c goods and materials can only be left temporarily on piers; and
- d expenses incurred on the marina or pontoons and paid for by the Body Corporate shall be divided amongst the relevant pontoon owners and added to their next Body Corporate account.

**55.7 Definition**

In this by-law, "Mooring" means any buoy, pile, dock, wharf, jetty, pontoon or other structure used or to be used for mooring a vessel and/or any structure limited to launching vessels or canoes only and which has been constructed in accordance with any necessary approvals, permits and/or agreements from the relevant authorities.

**56 DEVELOPMENT APPROVAL CONDITIONS**

The Body Corporate and the Owners and Occupiers of Lots acknowledge that the following conditions of Council Development Approval apply to the Tennyson Reach Community Titles Scheme and, to the extent that such conditions are not separately set out in this Community Management Statement or otherwise provided for in the establishment of the Scheme, the Body Corporate and the Owners and Occupiers of Lots agree as follows:

- a All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Design-High Density Code", and clearly depicted on the approved drawings.
- b The visitor parking spaces are to remain available for use by all bona-fide visitors and guests or invitees of Occupiers.
- c For Buildings F and E, there must always be provision on site for a minimum of 230 resident/tenant parking spaces and there must always be provision on site for a minimum of 29 visitor parking spaces not included within any exclusive use area.
- d For Building D, there must always be provision on site for a minimum of 184 resident/tenant parking spaces and there must always be provision on site for a minimum of 24 visitor parking spaces not included in any exclusive use area.
- e All external visitor parking bay on the Scheme Land are to be freely available to bona-fide visitors to the State Tennis Centre or Tennyson Riverside Parkland for a maximum period of 6 hours every 24 hours.
- f One (1) visitor parking bay is to be provided and signed for exclusive use by the On-Site Manager's Lot (to be located in Building D).
- g Visitor parking bays, including exclusive use visitor bays, are not to be fitted with a roller door, gate or similar device preventing access to visitor parking bays.

## Title Reference 50766553

- h** No gates or similar devices are to be placed at the vehicle entry of the Scheme Land preventing vehicle access to the Scheme Land.
- i** No part of Buildings E and F are to be used for an On-Site Manager's Unit.
- j** There must be screening for any externally mounted air-conditioning or mechanical plant installations in accordance with the following requirements:
- (i) no unscreened installations on the proposed development are to be visible from the surrounding sites; and
  - (ii) any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the Development Approval and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.
- k** The Gymnasium Facility:
- (i) is to be located within Common Property;
  - (ii) is to be restricted for use by residents, guests and invitees of the residential unit Owners and/or Occupiers; and
  - (iii) is **not** to be used for commercial uses other than management/letting activities associated with the Common Property.
- l** Stormwater runoff from each individual terrace/balcony, is to be collected internally from the centre of that balcony and be discharged to the internal stormwater drainage system for the site.
- m** All sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter.
- n** A directional visitor parking sign must be maintained at the vehicle entrances to the Scheme Land adjacent to or clearly visible from the vehicle entrance to the site.
- o** The swimming pool(s), and pool(s) surrounds located in Building D or adjoining Common Property are to be used only between the hours of 6.00am to 10.00pm seven days a week.
- p** Acoustic damping must be maintained to any metal grills, metal plates or similar structure subject to vehicular traffic so as to prevent environmental nuisance.
- q** Noise levels for the pool filter and pump are to comply with the Environmental Protection Agency noise levels as stated in Section 6Y(1) of the Environmental Protection Regulation 1998 as amended from time to time.
- r** The use of Lot(s) in Building D for the purpose of a Shop/Restaurant is to be in accordance with the definition contained within the City Plan 2000; limited to a maximum combined 274.5m<sup>2</sup> of Gross Floor Area; and occupation by one (1) tenancy. The 31m<sup>2</sup> of exclusive use storage space area associated with the use is to be accessible for general storage and refuse by both the Shop/Restaurant and the On-Site Manager's Unit.
- s** Any noise complaints associated with the Restaurant Tenancy in Building D are to be addressed to the Body Corporate.
- t** The adjusted average maximum sound pressure level from amplified music associated with the Restaurant Tenancy in Building D when measured at any sensitive land use must not exceed the A-weighted background sound pressure level (L<sub>Abg,T</sub>) by more than the following amounts:

## Title Reference 50766553

- (1) between 7.00am and 10.00pm – the adjusted maximum sound pressure level  $L_{A10}$ , plus adjustments for tonal and impulsive components, exceeding background level  $L_{A90}$  by more than 10 dB(A).
- (2) between 10.00pm and 7.00am – the sound pressure level  $L_{OCT10}$ , in a full octave band with centre frequencies from 63Hz to 2000Hz, exceeding the background  $L_{OCT90}$  by more than 8 dB in any octave band.

- u** The use of the site for the purposes of an On-Site Managers Unit that will service Preliminary Approval Buildings A, B and C, along with Buildings D, E and F, is to be located on the site within Building D.

The Body Corporate and the Owners and Occupiers of Lots agree to the installation and maintenance of all sustainable elements outlined within the conditions of the Development Approval, and to the extent that same are not separately set out in this Community Management Statement and/or as required by Council, will consent to a new Community Management Statement being recorded for the Scheme which specifically sets out any such conditions by way of by-law requirements binding on the Body Corporate and Owners and Occupiers of Lots (as well as guests and invitees as applicable).

**57 SITE MANAGEMENT PLAN**

The Body Corporate and Owners and Occupiers acknowledge that the Common Property is recorded on the Environmental Management Register ("EMR") as defined in the Environmental Protection Act 1994 (Qld) ("EPA") and is subject to a Site Management Plan (a copy of which is **attached** marked "C") and the Body Corporate and each Owner and Occupier agrees to comply in all respects with the Site Management Plan and any other requirements notified by any relevant Authority. Any Owner or Occupier who breaches this by-law shall indemnify and hold indemnified the Body Corporate and the Original Owner for any Claim made against them because of a breach of the by-law.

**58 DEVELOPMENT BY ORIGINAL OWNER**

- 58.1** Despite any other by-law, the Original Owner may do anything relating to the Tennyson Reach Development Scheme Land as set out in this Community Management Statement and the by-laws shall not apply to the Original Owner or any Development Lot to the extent that same restricts or impedes the Original Owner's implementation of the Tennyson Reach Development as contemplated in this Community Management Statement.
- 58.2** Without limiting By-law 58.1, the Original Owner may do anything relating to the development of Scheme Land:
  - a** on or to Common Property including excavation, general earthworks, the construction of Common Property areas (including roads and any swimming pool(s) area) or the installation of utility infrastructure;
  - b** on or to a Lot owned by the Original Owner;
  - c** without requiring the Body Corporate's consent or approval; and
  - d** without incurring any responsibility or liability to the Body Corporate.
- 58.3** The Body Corporate must not do anything that hinders or prevents or slows down the Original Owner's process of developing the Scheme Land, and the Body Corporate must not do anything that might have any of these effects or outcomes.

## Title Reference 50766553

**58.4** The Body Corporate and each Owner and Occupier of a Lot shall not make any objection or claim against the Original Owner or its contractors in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the development of the Scheme Land by or on behalf of the Original Owner.

**58.5** The Body Corporate and each Owner and Occupier of a Lot agree that the Original Owner, its contractors and workmen shall be entitled to full and free uninterrupted access over and to the Common Property (including Common Property the subject of an exclusive use By-law) and to any Lot owned by the Original Owner to carry out development of Scheme Land or development of or construction on a Lot.

**58.6** Each Owner or Occupier of a Lot upon receiving reasonable notice from the Body Corporate or the Original Owner (except in the case of an emergency where such notice shall not be necessary) shall at all times allow (and hereby grants an irrevocable licence in favour of the Body Corporate and/or the Original Owner or any of their contractors or workmen the right of access to Common Property and/or lots (with or without machinery, vehicles, plant and equipment) for the purpose of carrying out works or effecting repairs to any utility infrastructure situated on the Common Property or the Lot or a nearby Lot.

**59 NO SMOKING IN SCHEME BUILDINGS**

Owners and Occupiers shall not (and shall use all reasonable endeavours to ensure that their invitees do not) smoke in Scheme Buildings.

**60 SPECIAL PRIVILEGES – BUILDINGS F, E AND D – LOUVRES/SCREENS**

Pursuant to the provisions of the Body Corporate and Community Management Act 1997, Owners and Occupiers of Lots in Scheme Buildings F, E and D, shall have the benefit of louvres/screens located on Common Property, and forming the outside of the relevant Lots, for privacy and sun protection. The Body Corporate shall be responsible for cleaning the louvres/screens on a regular basis and at the cost of the Body Corporate. The benefited Owners shall be responsible for maintaining, repairing and/or replacing the motor(s) and actuators for the relevant louvres/screens forming the outside of the benefited Owner's Lot and at the cost of the benefited Owner. The Body Corporate may pay the costs of maintenance, repair and/or replacement of any such motor(s) or actuators in the event of a failure by the relevant Owner to attend to same and the Body Corporate may recover such costs from the relevant Owner.

**61 SPECIAL PRIVILEGES –SUN SCREENS/MATERIAL BLINDS**

Pursuant to the provisions of the Body Corporate and Community Management Act 1997, Owners and Occupiers of Lots in Scheme Building F (Lot 3117 with a western elevation balcony), Scheme Building E (Lots 4121, 4124 and 4126 with western elevation balconies) and Scheme Building D (Lots with northern elevation balconies), shall have the benefit of sun screens/material blinds located on Common Property, and forming the outside of the relevant Lots, for privacy and sun protection. The benefited Owner shall be responsible for the regular cleaning, maintaining, repairing and/or replacing of the relevant sun screens/material blinds forming the outside of the benefited Owner's Lot and at the cost of the benefited Owner. The Body Corporate may pay the costs of cleaning, maintenance, repair and/or replacement of any such sun screens/material blinds in the event of a failure by the relevant Owner to attend to same and the Body Corporate may recover such costs from the relevant Owner.

**62 EXCLUSIVE USE – COURTYARDS**

The Owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the area of Common Property consisting of the courtyard area as allocated in Schedule E of this Community Management Statement for courtyard purposes. The Owner of the relevant Lot is responsible for keeping the courtyard area in a clean and tidy condition and is also responsible for the repair and maintenance of the courtyard area. Each Owner or Occupier must allow the Body Corporate service contractors and tradespeople access at all reasonable times to any utility infrastructure located in the exclusive use area.