

SCHEDULE C	BY-LAWS
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### 1. Recital

- (a) Millbrook Villas CTS 32107 is a Subsidiary Body Corporate in a layered Community Titles Scheme comprising of a Principal Body Corporate (Millbrook Estate CTS 32106), and a second subsidiary scheme (Millbrook Homes CTS 32109).
- (b) The By-Laws of Millbrook Estate CTS 32106 apply to Millbrook Estate, Millbrook Homes and Millbrook Villas and are incorporated into the By-Laws for Millbrook Villas CTS 32107 under the heading 'Part B - By-laws Consistent with Principal Scheme By-laws'.

### 2. Interpretation

- (a) Headings throughout these by-laws are for guidance only and are not to be used as an aid in the interpretation of these by-laws.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- (c) Reference to the whole includes any part of the whole.
- (d) If any by-law is inconsistent with any by-law applying to the Principal Scheme, then the by-law will be of no effect to the extent of the inconsistency.
- (e) Where any by-law applies to an Owner, it will also apply to an Occupier (if the context permits).
- (f) Where any by-law applies to an Occupier, it will also apply to an Owner (if the context permits). This does not apply to any special rights or exclusive use that is given to an Occupier, it being acknowledged that these can only be given to an Occupier.
- (g) If it is held by any Court that any by-law (or any part of a by-law) is void, voidable, unlawful or invalid, it will be severed from this Schedule C.

### 3. Definitions

- (a) Throughout these by-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

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

**Body Corporate** means the Body Corporate established upon the creation of the Scheme.

**Body Corporate Manager** means the company duly appointed at general meeting to assist the Body Corporate with the administrative running of the Body Corporate.

**Building** means any building on the Scheme Land.

**By-laws** means these by-laws or any specified part of them.

**Caretaker** means the individuals or corporation appointed by the Body Corporate from time to time under a Caretaker's Agreement.

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

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

**Committee's Representative** means a member of the Committee appointed from time to time for the purpose of representing the Committee.

**Development** means the Villa Development and Home Development constructed on the Scheme Land for each of the Principal Scheme, Villa Scheme and Home Scheme.

**GST** means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

**Heavy Vehicle** includes a motor vehicle in excess of two (2) tonnes weight unloaded.

**Home Development** means the home lots, the subject of the Home Scheme.

**Home Scheme** means Millbrook Homes CTS 32109, established as a subsidiary scheme to the Principal Scheme for the Development.

**Home Occupation** means the use of the relevant Lot as professional offices to provide consulting services, information technologies or as a mail order business, or such other lawful use as the Committee decided. However, in no circumstances will this extend to use of a Lot for a Real Estate Business.

**Improvements** means:

- buildings, pergolas, walls, windows, garage roller doors, doors, fly screens, gates, fences, walkways, paths, driveways, yard, lawn, , and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law; or
- Any addition or alteration to the Common Property or any Body Corporate Asset

**Invitee** means any person on the Scheme land with the permission of an Occupier or Owner.

**Letting Agent** means the person authorised by the Body Corporate as a letting agent for the Scheme.

**Lot** means a lot in the Scheme.

**Occupier** and **Owner** have the meanings given to them in the Act.

**Outdoor Recreational and Sporting Equipment** means balls, scooters, skateboards, rollerblades, roller skates, hoverboards, bicycles, portable basketball hoops, soccer nets and the like.

**Principal Body Corporate** means the body corporate established for the Principal Scheme.

**Principal Scheme** means the Millbrook Estate Community Titles Scheme 32106 containing the Lots and Common Property.

**Real Estate Business** means the business of acting as agent for Owners of Lots in relation to either the sale or rental of Lots. It also extends to ancillary functions such as advertising Lots for rent or sale, negotiating sales or rentals, managing rented Lots and liaising with Owners or Occupiers in relation to these activities, whether or not a payment or commission is received or payable.

**Recreation Facilities** includes the swimming pool, gym and BBQ area and similar areas and facilities on the Principal Scheme Land.

**Regulation Module** means the regulation module that applies to the Scheme.

**Renovation** means:

- Any structural alteration to the exterior of the Lot, including, however not limited to foundation structures, roofing structures providing protection and essential supporting framework, including, however not limited to, load-bearing walls.

**Scheme Land** means all the land contained in the Scheme.

**Scheme** means Millbrook Villas Community Titles Scheme 32107.

**Security Alarm** means an alarm (or similar device) in or on a Lot that emits a noise when activated, which can be heard from outside the Lot.

**Services** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning and security services and all other services or systems provided in the Principal Scheme or available for a Lot.

**Social Function** means a private gathering of a number of people.

**Smoke** means, to hold or other have control over an ignited smoking product.

**Standard** means the standard of maintenance (including, without limitation, the frequency of maintenance and the time required to carry out such maintenance) required for common property forming part of the Scheme, which common property is not the subject of an exclusive use by-law.

**Subsidiary Schemes** means the Villa Scheme and the Home Scheme.

**Vehicle** means any type of car, motor bike or other form of transport which the Committee (acting reasonably) designates as a 'vehicle' from time to time.

**Villa Development** means the villas the subject of the Villa Scheme.

**Villa Scheme** means Scheme, established as a subsidiary scheme to the Principal Scheme for the Development.

**Visitor** means a person who is invited in any capacity onto Common Property by an Owner or Occupier.

**Window Coverings** means curtain, blind, venetian or roller shade or shutter.

## **PART A – BY-LAWS – MILLBROOK VILLAS CTS 32107**

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### **4. Principal Scheme By-laws**

- (a) Where anything in these by-laws is inconsistent with the Principal Scheme by-laws, the Principal Scheme by-laws are paramount and these by-laws must be read down to the extent of the inconsistency.

### **5. Entry Doors**

- (a) An Owner or Occupier shall not install, renovate, and/or replace Entry Doors to their Lot unless such doors are timber or the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that the door used in all lots present a uniform appearance when viewed from outside the building.

### **6. Smoking**

- (a) An Owner, Occupier or Invitee must not Smoke in a completely or substantially enclosed area of the Common Property.
- (b) An Owner, Occupier or Invitee must not Smoke anywhere on Scheme Land (including, but not limited to, on Common Property and within a Lot (including on a balcony, terrace or courtyard of a Lot)) so as to:
  - (i) Cause a nuisance or hazard to another Owner, Occupier or Invitee;
  - (ii) Interfere unreasonably with the use and enjoyment of another Lot; or
  - (iii) Interfere unreasonably with the use or enjoyment of the Common Property, including the Recreation Facilities.
- (c) Any Smoke drift caused by an Owner, Occupier or Invitee's must not cause an unreasonable interference, nuisance and/or hazard to another Owner, Occupier or Invitee's use and enjoyment of another Lot or Common Property.

## 7. Exclusive Use By-Law

- (a) An Owner or Occupier of a Lot shall cause any lawns, gardens, paved or other areas within any common property area of which the owner or occupier has been granted exclusive use to be kept in a neat and tidy condition. All trees should be trimmed back at least a metre from and no higher than the roof gutters. If at any time this by-law is not complied with, the Body Corporate, upon 14 days notice to that Owner or Occupier, may cause the necessary work to be carried out and the reasonable cost of carrying out the necessary work shall be payable by the owner or occupier to the Body Corporate upon request.
- (b) The Owners from time to time of Lots 23 to 41 and 62 to 118 inclusive shall be entitled to exclusive use and enjoyment of those parts of the common property designated as courtyard areas, as are indicated with the letters and numbers 23A/23B to 41A/41B and 62A/62B to 118A/118B respectively on the plan annexed to these by-laws and marked "A" and which are identified in Schedule E of the Community management statement. The aforesaid grant of exclusive use and enjoyment is made subject to and conditional upon the said owners allowing the Body Corporate and its committee and its properly appointed servants or agents.

## **PART B – BY-LAWS CONSISTENT WITH PRINCIPAL SCHEME BY-LAWS**

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The following by-laws, which are generally consistent with the by-laws for Millbrook Estate CTS 32106, form part of the by-laws applying to Millbrook Villas Community Titles Scheme 32107.

### **INTRODUCTORY BY-LAWS**

#### **8. Noise, Nuisance and Behaviour**

- (a) An Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
  - (i) Causes a nuisance or hazard;
  - (ii) Interferes unreasonably with the use and enjoyment of another Lot; or
  - (iii) Interferes unreasonably with the use or enjoyment of the Common Property.
- (b) Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier of a Lot returns to the dwelling late at night or during early morning hours.
- (c) In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimize annoyance to other Owners or Occupiers of Lots by closing all doors, window and curtains of his Lot and also such further steps as may be within his power for the same purpose.
- (d) An Owner or Occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, two-way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.
- (e) Unless the prior approval of the Committee has been obtained:
  - (i) 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 and Occupiers of Lots.

- (ii) An Owner or Occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which unreasonably interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of the day or night.
- (iii) 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.
- (iv) An Owner or Occupier of a Lot shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in a Lot between the hours of 10.00pm and 8.00am.
- (v) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00am to 10:00pm. Practicing 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. The Body Corporate shall have the sole right to determine what is reasonable in respect of this By-Law.

#### **9. Observance of these By-Laws**

- (a) The duties and obligations imposed by these by-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- (b) An Owner whose Lot is subject to a tenancy agreement, licence or lease must take all reasonable steps to ensure that the tenant, licensee or lessee is aware and will comply with the by-laws.
- (c) An Owner or Occupier of a Lot must take all reasonable steps to ensure that his/her Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (d) Invitees of an Owner or Occupier are not permitted to bring pets onto the scheme without the prior written approval of the Committee.
- (e) The Owner or Occupier of a Lot shall be responsible for and required to promptly repair all damage to the Common Property or personal property vested in it caused by such Owner or Occupier of their invitees.

#### **10. Lots Under Tenancy**

- (a) If an Owner's Lot is under a tenancy/tenant agreement, meaning that it is being let to an Occupier, the Owner and/or its duly appointed property manager/agent or whoever manages the tenancy, must, as soon as practically possible after the tenancy agreement has been executed by both parties, provide the Body Corporate with the following:
  - (i) The full names of the tenants as they appear on the tenancy agreement;
  - (ii) The nominated address for service of the tenant;
  - (iii) The term of the tenancy;
  - (iv) The name and service address of the owners' letting agent for the tenancy;
  - (v) And any other information the Body Corporate considers reasonably necessary.

## 11. Zoning

- (a) Occupiers and Owners must ensure strict compliance with Brisbane City Council zoning requirements set forth for the Body Corporate and location of same, including however, not limited to:
  - (i) The use of their lot;
  - (ii) Number of habitable spaces; and
  - (iii) Over-crowding.

## 12. Zero Tolerance Policy

- (a) The Body Corporate has a Zero Tolerance Policy to promote an amicable and secure community environment for the peaceful enjoyment of all Occupiers and protect the Millbrook brand name in the real estate market.
- (b) The policy is embodied in 3 core principles:
  - Respect: That the rights and dignity of people are honoured and defended.
  - Justice: That people are treated fairly.
  - Beneficence: That no harm is done to others and the vulnerable are protected.
- (c) The by-laws impose duties and obligations on Occupiers to ensure that no conduct interferes with the peaceful enjoyment of others. Dysfunctional behavior which includes but is not limited to aggression, bullying, discourtesy, discrimination, excessive noise, harassment, intimidation, threats and vandalism, will not be tolerated.

## VEHICLES, PARKING & PATHWAYS/DRIVEWAYS

### 13. Vehicles

- (a) The Owner or Occupier of a Lot must not without the Body Corporate's written approval park a Vehicle or allow a Vehicle to stand on the Common Property or any easement area to which the Body Corporate has use, including all lawns and gardens on Common Property.
- (b) Approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under by-law 13(a) by giving seven (7) days written notice to the Owner or Occupier.
- (d) An Owner or Occupier shall only allow bona fide Visitors to lots to occupy an area designated as a visitor car parking space and ensure compliance of by-law 15.
- (e) Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property.
- (f) Owners and Occupiers and their Invitees shall observe all parking or road rule sign posted on the Common Property.
- (g) An Occupier shall not, without the prior approval of the Committee:
  - (i) Drive or permit to be driven any Heavy Vehicles over Common Property;
  - (ii) Permit any Invitees' Vehicles to be parked on the roadway forming part of the Common Property at any time;

- (iii) Permit or park any boat, trailer, jet ski, motorbike, camper trailer, campervan or mobile home (or the like) on Common Property, or on a Lot unless it is housed in a garage and is not visible from any part of Scheme area; or
- (iv) Permit any occupation of a caravan, campervan or mobile home upon his Lot.
- (h) The Body Corporate reserves its rights to seek for a Vehicle found in breach of this by-law to be towed.

#### 14. Towing

- (a) The Body Corporate has the right to tow a Vehicle or otherwise move a Vehicle at the Vehicle owner or operator's expense from Scheme Land where the Vehicle is:
  - (i) in breach of this by-law;
  - (ii) blocking an access or an emergency exit; or
  - (iii) causing or posing potential fire or other hazard.

#### 15. Visitor Car Parking

- (a) The Body Corporate may in its absolute discretion, however pursuant to Local Government/Council conditions, nominate car parking spaces within the Common Property for use by Visitors. Such areas will be marked with signage and named 'Visitor Car Parking'.
- (b) The Owner or Occupier of any Lot must ensure that Invitees do not park or stand their Vehicles on the Common Property unless:
  - (i) Within a designated Visitor car parking bay; or
  - (ii) Within the designated parking area for the relevant Owner or Occupier.
- (c) A car parking bay which is a designated Visitor car park must remain available at all times for the sole use of Visitors' vehicles.
- (d) Visitors must ensure to abide by the signage erected at the relevant car parking space, understanding that the terms of use may vary between the spaces.
- (e) If Owners, Occupiers or Invitees breach the terms of use of the car park bays, the Body Corporate reserves its rights to seek for the vehicle to be towed.

#### 16. Speed Limits

- (a) An Owner or Occupier of a Lot must not exceed 15kmh (the **Speed Limit**) while driving any Vehicle on the Common Property and must use his/her best endeavours to ensure that his/her invitees do not exceed the Speed Limit in such circumstances.

#### 17. Obstruction

- (a) An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person, and, without limitation, obstruct access to:
  - (i) The Common Property or any Body Corporate Asset; or
  - (ii) Any easement giving access to a Lot or the Common Property

**18. Pathways and Driveways and Shared Arrangements**

- (a) The pathways, roadways, driveways or any other easement giving access to any part of the Scheme Land shall not be obstructed by any of the Owners or Occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no Owner or Occupier shall park or permit to be parked any Vehicle or water craft so as to prevent the passage of other Vehicles over the said pathways, driveways and easements.
- (b) The Owner or Occupier of a Lot must ensure all Outdoor Recreational and Sporting Equipment is contained within their respective Lot and that it does not encroach onto or be left unattended on the Common Property.

*Note: Outdoor Recreational and Sporting Equipment means balls, scooters, skateboards, rollerblades, roller skates, hoverboards, bicycles, portable basketball hoops, soccer nets and the like.*

**DEALINGS WITH COMMON PROPERTY****19. Damage to Lawns, etc on Common Property**

- (a) The Owner or Occupier of a Lot must not:
  - (i) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (ii) Use a part of the Common Property as a personal garden without prior Body Corporate approval.
- (b) Approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under by-law this by-law by giving seven (7) days written notice to the Owner or Occupier.

**20. Damage to Common Property**

- (a) An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the Common Property.
- (b) However an Owner or Occupier may install a locking or safety device to protect the Lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (c) The Owner or Occupier of the Lot must keep a device installed under By-Law 20(b) in good order and repair.
- (d) Any damage caused by an Owner or Occupier or their Visitors must be appropriately and satisfactorily repaired by the Owner and/or Occupier.

**21. Depositing Rubbish, etc, on Common Property**

- (a) An Owner or Occupier of a Lot must not:
  - (i) deposit or throw upon the common property any rubbish, cigarette butts, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property.

- (ii) throw or allow to fall or permit or suffer to be thrown or to fall, any rubbish, dirt, dust, material, furniture or pet faeces or other substance whatsoever out of any window, door, skylight or balcony of the Lot.

## 22. Garbage Disposal

- (a) The Owner or Occupier of a Lot must:
  - (i) Comply with all government local laws about the disposal of garbage;
  - (ii) Ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene of the Owner or Occupier of other Lots;
  - (iii) Place their garbage receptacle/s out for collection no earlier than the evening prior to collection day and shall return their bins to their Lot no later than the evening of collection day.
- (b) An Owner or Occupier must ensure all garbage receptacles are kept within their Lot and not visible from the Common Property.

## 23. Improper Resumption of Common Property

- (a) An Owner or Occupier must not, without the written approval of the Body Corporate:
  - (i) Use, take, or in any other way acquire any part of the Common Property for their sole or exclusive use unless authorised by the appropriate resolution of the Body Corporate and subsequent by-law;
  - (ii) Improperly take control, acquire or resume in any way part of Common Property;
  - (iii) Interfere with the lawful use and enjoyment of the Common Property by other Owners or Occupiers.

## 24. Use of Common Property

- (a) An Owner or Occupier must:
  - (i) Use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
  - (ii) Comply with all directions and rules of the Principal Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
  - (iii) Observe all relevant requirements in connection with the Common Property or Body Corporate Assets.

## 25. Notices

- (a) All notices displayed on the Common Property by the Principal Body Corporate or any statutory authority must be complied with by the Owners.

## LOTS, MAINTENANCE, RENOVATIONS AND APPEARANCE

### 26. Maintenance of Lots

- (a) Subject to any other by-law to the contrary, an Owner or Occupier of a Lot will:
  - (i) Be responsible for the proper maintenance of his/her Lot;

- (ii) Maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof).
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
  - (i) The improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
  - (ii) The obligations under this by-law be complied with,
- (c) and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the works to be made.
- (d) Occupiers must maintain the interior of his/her Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (e) Occupiers must take care to ensure that, where they have a courtyards or balcony forming part of (or attached to) their Lot, the cleaning of same does not cause water to leak or run onto other Lots or Common Property.
- (f) Windows shall be kept clean and if, where they are the responsibility of the Owner/Occupier, broken or cracked windows shall be promptly by the Owner or Occupier at his expense with fresh glass of the same kind and weight as at present.

## 27. Use of Lots

- (a) All Lots shall be used for residential purposes, except otherwise provided.
- (b) Occupiers must not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot.
- (c) If permitted by the local government, an Owner or Occupier may use a Lot for a Home Occupation. However, the Owner or Occupier must do so in accordance with the relevant laws and rules of the local government and so long as it does not compete with the Caretaker / Letting Agent duly appointed for the Scheme.
- (d) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (e) For the purpose of this by-law 27, the word 'Caretaker' shall mean the person or corporation who has been appointed by the Body Corporate to perform caretaking functions and to act as an on site letting agent.
- (f) The Caretaker shall be permitted, with the consent of the Body Corporate Committee, to display reasonable signs or notices on the parcel for the purpose of offering for sale or lease or letting any lot in the plan, provided that such signs shall be of a standard that shall not detract from the overall appearance of the development.

## 28. Alterations to Lots

- (a) 28(a) Application Process for External Work viewable from the Common Property Where an Owner proposes to carry out work which will either alter the exterior of any Lot or fall into the definition of a Renovation, they must follow the procedure set out below:
  - (i) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same scale and architectural standard as the development.

- (b) An Owner shall supply details of the proposed Renovation to the Committee for approval. The details of the proposed work submitted shall include:
  - (i) Detailed drawings (i.e. architectural, structural engineering, hydraulics, electrical and fire services etc.);
  - (ii) Detailed descriptions of Renovations (i.e. plumbing, cables, wiring, flooring, installing air-conditioning, etc.);
  - (iii) Contractors' names, license and insurance details; and
  - (iv) Dates of proposed works.
- (c) In considering the application the Committee may have regard to:
  - (i) Previous approvals in the Scheme for similar works;
  - (ii) Previous approvals given the Owner and his/her compliance with same;
  - (iii) Request further information from the Owner reasonably required to make a decision;
  - (iv) Reasonable conditions on the Owner.
- (d) Any approval given will be strictly conditional on the Owner obtaining the necessary (if any) Council (or local government or authority) approval for same.

#### **28(b) Rules for Renovations, etc**

- (e) Any Renovation of any Lot must comply with the following and shall not commence until written approval has been received from the Committee.
- (f) Contractors are permitted on site only between the hours permitted by Brisbane City Council. No work is to be carried out on public holidays or weekends, unless consent is obtained from immediate neighbouring Lots
- (g) The Committee may make approval conditional upon the Owner or Occupier accepting rules for the renovation specific to the scale of the proposed works i.e. conditions for a 2 story annex to be more stringent than the replacement of a dividing fence.
- (h) Nothing in these By-Laws shall override any requirements, where necessary, to obtain local authority approval under applicable statutory requirements.
- (i) Electric Vehicle chargers that require new circuit breakers to be installed to the internal switchboard of each Villa must have the electrical works undertaken by a licensed electrician." A copy of an Installation Certificate completed by the installing electrician is to be forwarded by the Owner to the Body Corporate Manager on completion of the installation.

#### **29. Water Apparatus**

- (a) An Owner or Occupier of a Lot will see that all water taps on his/her Lot are properly turned off after use.
- (b) All water apparatus including water pipes and drains in each Lot must not be used for any purpose other than the purpose for which they were constructed or installed.

**30. Appearance of lot**

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the Lot, including without limitation a change to the colour of the exterior of the Lot.
- (b) However, no prior approval will be necessary for repainting of driveways, provided that they are repainted with the existing colour. No colour change is permitted without prior approval.
- (c) Owners and Occupiers can obtain samples of the external paint options from the Caretaker's office.
- (d) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
  - (i) Hang washing, bedding, or another article if the article is visible from another lot or the Common Property or from outside the scheme land; or
  - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the scheme land; or
  - (iii) Store an item, other than outdoor living furniture (including however not limited to outdoor table, chairs and lounges specifically made for outdoor use), a barbeque and pots and plants on any balcony, deck, private yard or patio like area if the article is visible from another lot, the Common Property or from outside the Scheme land.
- (e) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.
- (f) Occupiers must maintain and regularly clean the post box for the Lot.

**Window Coverings, Shutters and the like**

- (g) An Owner or Occupier shall not install, renovate, and/or replace curtains visible from outside any Lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds or other window coverings may be installed unless the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Mirror finish window tinting is not permitted, but tinting up to the rules applying to motor vehicle tinting is permitted, subject to it being professionally applied. Any degraded tinting must be removed or replaced.
- (h) No external shutters shall be erected without the prior written approval of the Committee and approval will only be considered where the proposed shutters:
  - (i) Are in a shade of white or timber consistent with the external façade of the building;
  - (ii) Are in a location approved by the Committee;
  - (iii) Meet any required Australian Standard; and
  - (iv) Are installed by a licensed installer.
- (i) No external blinds shall be erected without the prior written approval of the Committee and approval will only be considered where the proposed blinds:
  - (i) Are in a shade consistent with the external façade of the building;

- (ii) Are retractable in a vertical manner;
- (iii) Are of a design approved by the Committee;
- (iv) Are in a location approved by the Committee;
- (v) Are not to be attached in any manner to the balcony balustrade;
- (vi) Meet any required Australian Standard; and
- (vii) Are installed by a licensed installer.

#### Balconies & Courtyards

- (j) An Occupier of a Lot which contains a balcony or courtyard, will be responsible for maintenance or otherwise of any pot plants or planter box(es) located on the balcony or courtyard.
- (k) An Occupier must ensure that all trees, shrubs, creepers and plants in or on any balcony or courtyard or any, pot or planter box contained on their Lot:
  - (i) Do not extend beyond the boundaries of the Lot; and
  - (ii) Do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (l) An Occupier must take care when watering or carrying out maintenance so as to cause minimum disturbance to any other Owner or Occupier, including however not limited to, ensuring that all plants have drainage trays to prevent leakage to other balconies, Lots or Common Property and ensure to water plants in a manner which avoids leakage onto below balconies, Lots or Common Property.
- (m) An Owner or Occupier of a Lot shall not feed birds out of or from windows, balconies, stairways or walkways.
- (n) An Occupier must ensure balconies and/or courtyards are kept in a clean and tidy manner, including, however not limited to:
  - (i) Ensuring that items are kept in an organised and visually appealing manner;
  - (ii) The balcony and/or courtyard is overall visually appealing.
- (o) Under no circumstances are items to be hung on the balcony balustrade.

#### **31. Heating and Cooling of Lots**

- (a) An Owner and/or Occupier will be responsible for any maintenance, repairs, or replacement of the air conditioning units (and associated equipment and infrastructure) attached to and servicing solely their Lot.
- (b) An Owner must not install air conditioning units, or associated equipment and infrastructure, on the Lot or Common Property without obtaining prior written approval from the Body Corporate.
- (c) The air-conditioning unit and associated equipment and infrastructure is to be installed in accordance with the specifications and conditions set down by the Committee from time to time (in reliance of advice from an appropriately qualified air-conditioning installer) which may include (without limitation):

- (i) No ducting visible from the front of a Lot;
  - (ii) No external air conditioning unit visible from the Common Property
  - (iii) All air conditioning units must satisfy Brisbane City Council's minimal noise requirements; and
  - (iv) All air conditioning units must not Interfere unreasonably with the use and enjoyment of another Lot or create a nuisance.
- (d) Upon installation occurring an Owner must maintain, at its own cost, the air conditioning unit and associated equipment and infrastructure (whether on the Lot or Common Property) in good work order and condition and generally in satisfaction of the Body Corporate.
- (e) If the Body Corporate is of the reasonable opinion that an Owner is not maintaining the air conditioning unit and associated equipment and infrastructure in accordance with this by-law, then the Body Corporate and any contractor authorised by it, may enter the Owner's Lot, upon the prerequisite notice being given, to effect any necessary repairs and maintenance to the air conditioning unit and associated equipment and infrastructure.

### 32. Alienation

- (a) An Occupier must not:
- (i) Take any part of the Common Property for their exclusive use; or
  - (ii) Alienate in any way any part of the Common Property; or
  - (iii) Otherwise interfere with the lawful use and enjoyment of Common Property by other Occupiers,
- without written approval of the Body Corporate.

## OWNER/OCCUPIER OBLIGATIONS

### 33. Keeping of Animals

- (a) An Occupier must not, except with the Committee's written approval:
- (i) Keep an animal on a Lot or the Common Property; or
  - (ii) Permit an Invitee to keep an animal on a Lot or the Common Property.
- (b) An approval given under this by-law may be given on conditions, as the Committee considers appropriate in the circumstances. In addition, any approval will always be subject to the following conditions:
- (i) All animals need to be listed on the Pets Register kept by the Body Corporate;
  - (ii) All Council requirements must be complied with (including as regards the number of pets kept in a Lot);
  - (iii) The animal must not be permitted to defecate on Common Property;
  - (iv) The animal must be domesticated;
  - (v) The animal must wear an identification tag with the contact details of the animal owner;

- (vi) The animal must be on a lead or otherwise property restrained while on Common Property;
  - (vii) Cats must be kept on the Owner or Occupier's Lot and kept from roaming the Scheme in order to protect the natural environment from predatory behavior. It is the Owner or Occupier's responsibility to provide a suitable enclosure for the keeping of a cat;
  - (viii) Any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;
  - (ix) The animal must be kept in good health, well-groomed and kept free from vermin and disease such as fleas and parasites;
  - (x) If requested by the Committee, the animal owner must supply a veterinary certificate as to the animal's health;
  - (xi) The animal must not make any noise or cause any disturbance that is likely to interfere with the enjoyment of the Occupier of another Lot or any person lawfully using the Common Property.
- (c) An Occupier must comply with any reasonable request of the Committee to ensure that all conditions are met. If any conditions are not met, the approval may be withdrawn by the Committee, however the Committee must first give the Occupier a reasonable opportunity to respond to any contravention of the conditions. Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
- (d) An application for written approval for an animal under this by-law by an Occupier, who is not the Owner, must be accompanied by a consent from the Owner of the Lot.
- (e) This by-law does not apply to a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
- (f) Alternative and/or additional reasonable conditions may be imposed by the Body Corporate depending on the type of animal applied for.
- (g) Prior approval given is not affected by this by-law however, upon the passing of a prior approved pet the Owner/Occupier must seek new approval for a future animal.

#### **34. Fire Control**

- (a) An Occupier must not use or interfere with any fire safety equipment except in the case of an emergency.
- (b) The Body Corporate and an Occupier must, in respect of the Common Property or the Lot, (as the case may be) ensure compliance with fire laws in respect of the Common Property or the Lot.

#### **35. No Fire Risks**

- (a) An Owner or Occupier of a lot shall not bring to, do or keep anything in his/her Lot which shall increase the rate of fire insurance on the building or any property on the subject land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.
- (b) An Owner or Occupier of a lot shall not bring to, or keep any device containing a lithium battery in his/her Lot, that does not meet current Australian Standards. The Committee may request the Owner or Occupier to remove from their Lot any device batteries that are not in accordance with this By Law.

**36. Storage of Flammable Liquids / Fire Risk**

- (a) An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on any property at the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the parcel or the regulations or ordinances of any Public Authority for the time being in force;
- (b) An Owner or Occupier of a Lot shall not, except with the consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemical, liquids, gas or other material used or intended to be used for domestic purposes, including gas barbecues, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**37. Auctions and Sales**

- (a) An Owner or Occupier of a Lot must not permit any auction sale to be conducted or to take place in his/her Lot or upon the Common Property without the prior approval in writing of the Committee.
- (b) An Owner shall be entitled to place one For Sale sign on the Common Property directly in front of the Lot provided the Owner has first received prior written approval from the Body Corporate Committee (which must not be unreasonably withheld) and then subject to such reasonable conditions as may be imposed, which may include the following:
  - (i) Signage is restricted a maximum of 180cmH x 90cmW from its base and permitted for a maximum of 60 days (following which a further approval will be required);
  - (ii) Signage must be kept in good order and condition and any damage to Common Property made good at all times;
  - (iii) Signage must be removed immediately following the sale of the Lot;
  - (iv) Restricted to one sign per Lot for sale;
  - (v) "Sold" signs are not permitted;
  - (vi) The Body Corporate may remove a sign to which it has not consented at the expense of the relevant owner; and
  - (vii) An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.

**38. Contractors**

- (a) An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

**39. Insurance**

- (a) An Owner or Occupier of a Lot must not bring to, do or keep anything on his/her Lot (or the Common Property) which may increase the cost of insurance for the Body Corporate or prevent adequate insurance being obtained without Committee written approval.

**BODY CORPORATE OBLIGATIONS****40. Security**

- (a) The Body Corporate may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:
  - (i) Close off any part of the Common Property not required for ingress or egress to a Lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by Owners or Occupiers of any such part of the Common Property;
  - (ii) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners and Occupiers generally) as a means of monitoring the security and general safety of the parcel;
  - (iii) Obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on Common Property and used in connection with the provision of security for the Scheme shall be and remain the property of the Principal Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) An Owner or Occupier must ensure that all doors and windows to their Lot that are reasonably accessible are securely fastened when the Lot is left unoccupied.
- (d) The Body Corporate shall not be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be at the cost and expense of the Owner of a Lot.
- (e) An Occupier shall not disclose to any party any information or do anything which may in any way adversely affect any security system which may apply to the Lots or the Common Property.

**41. Right of Access**

- (a) Where any utility infrastructure crosses through or over any part of a Lot in the Scheme or the Common Property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.
- (b) The Body Corporate or an authorised person may enter a lot or an exclusive use area if the Body Corporate considers it reasonably necessary:
  - (i) 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

- (ii) To carry out work the Body Corporate is authorised or required to carry out.
- (c) The Body Corporate may exercise its power under this by-law:
  - (i) In the case of an emergency, at any time (with or without notice of intended entry given to any person);
  - (ii) In the case of a non-urgent matter, after at least 7 days written notice has been given to the Owner or Occupier of the Lot.
- (d) An Owner, Occupier or person must not obstruct an authorised person who is exercising or attempting to exercise power to enter a lot or common property/exclusive use areas.

#### **42. Supply of Security Systems**

- (a) The Body Corporate has power to enter into agreement to maintain security systems on or over the Common Property.
- (b) The Principal Body Corporate may provide and/or install Service Infrastructure for the purpose of providing Services to the Scheme Land.
- (c) Occupiers must take reasonable precautions not to overload any Services or Service Infrastructure.

### **RECREATION FACILITIES**

#### **43. Use of Recreation Facilities**

- (a) The following rules must be observed with respect to the use of the Recreation Areas.
  - (i) The Recreation Areas are for use by Owners, Occupiers and their Invitees.
  - (ii) The Recreation Areas must not be used between the hours of 10:00pm to 6:30am unless prior approval is obtained from the Committee.
  - (iii) Alcohol is not permitted to be consumed in the Recreation Areas, except within the Barbeque Area.
  - (iv) The Recreation Areas must not be used for commercial purposes.
  - (v) Children below the age of ten (10) years are not permitted in or around the areas unless accompanied by an adult exercising effective control over them. For the Swimming Pool, this means the Occupier/Invitee must be in the fenced pool area with the child(ren).
  - (vi) Occupiers and Invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons.
  - (vii) All users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.
  - (viii) All users of the Recreation Areas comply with the signage posted around the areas.
  - (ix) An Owner or Occupier or Invitee of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas.
  - (x) An Owner or Occupier or Invitee of a Lot must not cause damage to Common Property or Body Corporate assets and equipment.

- (xi) An Owner or Occupier or Invitee of a Lot must not use the Recreation Areas in such a way as to cause a hazard or safety risk.
- (xii) Owners, Occupiers and Invitees must leave the Recreation Areas clean and tidy after use.
- (xiii) Owners, Occupiers and Invitees must not bring animals into the area, subject to the *Guide, Hearing or Assistance Dogs Act 2009*.

#### 44. Swimming Pool

- (a) An Owner and Occupier must use, and permit the use by its Invitees of, the pool in a way which:
  - (i) Does not cause damage.
  - (ii) Does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise).
  - (iii) Does not interfere with the maintenance or upkeep of the pools or the surrounding areas.
  - (iv) Does not cause a hazard or safety risk, remembering persons swim and use at their own risk.
  - (v) Ensures that the Owner, Occupier or their Invitees are appropriately supervised.
  - (vi) Leaves the area clean and tidy after use.
  - (vii) Does not bring animals into the area.
- (b) For the safety of all persons using the swimming pool, an Owner and Occupier and its Invitees must not:
  - (i) Bring glass or breakable items into the pool area.
  - (ii) Consume alcohol while swimming in the pool.
  - (iii) Consume food while in the pool area.
  - (iv) Interfere with the maintenance and upkeep of the pool and surrounding areas.

#### 45. Gymnasium

- (a) Children below the age of fourteen (14) are not permitted to use or be present in the gymnasium area, for safety reasons.
- (b) Owners, Occupiers and their Invitees may use the gymnasium on the following further conditions:
  - (i) When using the gymnasium, Owners, Occupiers and Invitees must:
  - (ii) Place a towel between the user and the seating area of the equipment;
  - (iii) Wipe down all equipment after use and ensure equipment is left in a clean and hygienic state;
  - (iv) Wear appropriate attire, including shirt and enclosed, flat shoes; and
  - (v) Exercise care and caution when using the equipment so as to not cause damage to the equipment/machine, nor harm to themselves or any other person;

- (vi) Not throw or drop weights, or use them as a tool;
  - (vii) Return all weights and other equipment to their appropriate places; and
  - (viii) Notify the Body Corporate in the event that any equipment is broken and/or presents a hazard.
- (c) For the safety of all persons using the gymnasium, Owners, Occupiers and their Invitees must not:
- (i) Bring glass or other breakable items into the gymnasium;
  - (ii) Consume alcohol while in the gymnasium; or
  - (iii) Consume food while in the gymnasium.

#### **46. Barbeque Area**

- (a) Owners and Occupiers may use the barbeque area, on the following conditions:
- (i) The Owner or Occupiers does not deface or cause any damage to the fixtures, fittings and facilities.
  - (ii) The Owner or Occupier properly and adequately cleans and tidies the area after use.

#### **47. Social Functions**

- (a) An Owner or Occupier must seek prior approval from the Body Corporate prior to using an area of the Common Property for the purpose of a Social Function.

#### **48. Committee May Make Rules**

- (a) The Committee may, by passing a majority vote at committee level, make rules consistent with these by-laws relating to the Common Property and in particular as to security and for the recreational facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the Owners.

### **SPECIAL PRIVILEGES & EXCLUSIVE USE**

#### **49. Special Privileges**

- (a) For as long as there is in existence an agreement with the Owner or Occupier of Lot 49 in the Home Scheme for such Owner or Occupier to provide services for the control, management and administration of the Common Property (a "Caretaking Agreement") and/or an agreement for such Owner or Occupier to provide letting and ancillary services to such of the Owners or Occupiers of Lots who wish to avail themselves of such services (a "letting agreement") then:
- (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the agreements;
  - (ii) The Body Corporate will not allow any person or company other than the party to such agreement to provide, from the Scheme Land, any of the services set out in the agreements;
  - (iii) The Body Corporate will not enter into with any person or entity an agreement similar to the agreements;
  - (iv) The Owner or Occupier of Lot 49 in the Home Scheme will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the agreements;

- (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the scheme land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the scheme land;
  - (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business; and
  - (vii) The Body Corporate confers on the Owner of Lot 49 in the Home Scheme special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to the agreement.
- (b) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Body Corporate and Community Management Act in respect of any Common Property for which special privileges have been granted pursuant to this By-Law.