

THIS CMS MUST BE DEPOSITED WITH:

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

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

Office use only

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Runaway Heights Three Community Titles Scheme
20827

2. Regulation module

Accommodation Module

3. Name of Body Corporate

Body Corporate for Runaway Heights Three Community Titles Scheme 20827

4. Scheme land

Lot on Plan Description

County

Parish

Title Reference

See Enlarged Panel

5. Name and address of original owner

Not Applicable

6. Reference to Plan lodged with this statement

Not Applicable

first community management statement only

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

Not Applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

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

8. Execution by original owner/Consent of Body Corporate

/ /2021
Execution Date

.....
Chairperson

/ /2021
Execution Date

.....
Committee Member

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

Privacy Statement

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ENLARGED PANEL

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Runaway Heights Three Community Titles Scheme 20827	Ward	Barrow	19301980
Lot 1 in GTP 1980	Ward	Barrow	17281071
Lot 2 in GTP 1980	Ward	Barrow	17281072
Lot 3 in GTP 1980	Ward	Barrow	17281073
Lot 4 in GTP 1980	Ward	Barrow	17281074
Lot 5 in GTP 1980	Ward	Barrow	17281075
Lot 6 in GTP 1980	Ward	Barrow	17281076
Lot 7 in GTP 1980	Ward	Barrow	17281077
Lot 8 in GTP 1980	Ward	Barrow	17281078
Lot 9 in GTP 1980	Ward	Barrow	17281079
Lot 10 in GTP 1980	Ward	Barrow	17281080
Lot 11 in GTP 1980	Ward	Barrow	17281081
Lot 12 in GTP 1980	Ward	Barrow	17281082
Lot 13 in GTP 1980	Ward	Barrow	17281083
Lot 14 in GTP 1980	Ward	Barrow	17281084
Lot 18 in GRP 2006	Ward	Barrow	17317178
Lot 19 in GRP 2006	Ward	Barrow	17317179
Lot 20 in GRP 2006	Ward	Barrow	17317180
Lot 21 in GRP 2006	Ward	Barrow	17317181
Lot 22 in GRP 2006	Ward	Barrow	17317182
Lot 23 in GRP 2006	Ward	Barrow	17317183
Lot 24 in GRP 2006	Ward	Barrow	17317184
Lot 25 in GRP 2006	Ward	Barrow	17317185
Lot 26 in GRP 2056	Ward	Barrow	17342178
Lot 27 in GRP 2056	Ward	Barrow	17342179
Lot 28 in GRP 2056	Ward	Barrow	17342180
Lot 29 in GRP 2056	Ward	Barrow	17342181
Lot 30 in GRP 2056	Ward	Barrow	17342182
Lot 31 in GRP 2056	Ward	Barrow	17342183
Lot 32 in GRP 2056	Ward	Barrow	17342184
Lot 33 in GRP 2056	Ward	Barrow	17342185
Lot 34 in GRP 2063	Ward	Barrow	17366152
Lot 35 in GRP 2063	Ward	Barrow	17366153
Lot 36 in GRP 2063	Ward	Barrow	17366154
Lot 37 in GRP 2063	Ward	Barrow	17366155
Lot 38 in GRP 2063	Ward	Barrow	17366156
Lot 39 in GRP 2063	Ward	Barrow	17366157

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in GTP 1980	1	1
Lot 2 in GTP 1980	1	1
Lot 3 in GTP 1980	1	1
Lot 4 in GTP 1980	1	1
Lot 5 in GTP 1980	1	1
Lot 6 in GTP 1980	1	1
Lot 7 in GTP 1980	1	1
Lot 8 in GTP 1980	1	1
Lot 9 in GTP 1980	1	1
Lot 10 in GTP 1980	1	1
Lot 11 in GTP 1980	1	1
Lot 12 in GTP 1980	1	1
Lot 13 in GTP 1980	1	1
Lot 14 in GTP 1980	1	1
Lot 18 in GRP 2006	1	1
Lot 19 in GRP 2006	1	1
Lot 20 in GRP 2006	1	1
Lot 21 in GRP 2006	1	1
Lot 22 in GRP 2006	1	1
Lot 23 in GRP 2006	1	1
Lot 24 in GRP 2006	1	1
Lot 25 in GRP 2006	1	1
Lot 26 in GRP 2056	1	1
Lot 27 in GRP 2056	1	1
Lot 28 in GRP 2056	1	1
Lot 29 in GRP 2056	1	1
Lot 30 in GRP 2056	1	1
Lot 31 in GRP 2056	1	1
Lot 32 in GRP 2056	1	1
Lot 33 in GRP 2056	1	1
Lot 34 in GRP 2063	1	1
Lot 35 in GRP 2063	1	1
Lot 36 in GRP 2063	1	1
Lot 37 in GRP 2063	1	1
Lot 38 in GRP 2063	1	1
Lot 39 in GRP 2063	1	1
TOTALS	36	36

The Contribution Schedule Lot Entitlements for each Lot are equal (pursuant to Section 66(l)(db) & (dc) of the *Body Corporate and Community Management Act 1997*)

The Contribution Schedule Lot Entitlements ("CSLE") for the Scheme are equal.

As required by section 46(7) of the *Body Corporate and Community Management Act 1997*, the Contribution Schedule Lot Entitlements for the Scheme have been allocated using the Equality Principle having regard to the structure of the scheme and the nature, features and characteristics of the residential lots included in the scheme.

The Interest Schedule Lot Entitlements (“ISLE”) for the Scheme are equal

The ISLE are consistent with the market value of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66 (1) (f) & (g) of the *Body Corporate and Community Management (QLD) Act 1997* is not applicable.

SCHEDULE C	BY-LAWS
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In these By-laws unless the context otherwise requires the following terms have the following meanings:

“**Act**” means the Body Corporate and Community Management Act 1997 (as amended).

“**Agreement**” means the written contract between the Body Corporate and service contractor and/or letting agent pursuant to the Act.

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

“**Resident Manager**” means the person, trustee or corporate entity appointed by the Body Corporate at a general meeting as a service contractor and/or letting agent pursuant to the Act.

“**Scheme Land**” means all of the land contained in the Community Title Scheme which without limitation includes all lots and the Common Property.

1. NOISE

- 1.1 An owner or occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
- 1.2 In particular, no owner or occupier:
 - 1.2.1 shall hold or permit to be held any social gathering in their lot which is likely to breach this By-law;
 - 1.2.2 shall hold or permit to be held any auction sale upon Scheme Land;
 - 1.2.3 permit any musical instrument to be practised or played in their lot between the hours of 10.00pm and 8.00am;
 - 1.2.4 if a musical instrument is practised between the hours of 8.00am and 10.00pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and
 - 1.2.5 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.
- 1.3 Where there is any unavoidable noise in a lot which at any time may breach this By-law, the owner or occupier must take all practicable steps to minimise annoyance to other lot owners and occupiers by closing all doors, windows and curtains of their lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
- 1.4 Guests leaving after 11.00pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an owner or occupier returns to the building late at night or during early morning hours.
- 1.5 An owner or occupier of a lot must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owners or occupiers of another lot or of any person lawfully using common property.

2. VEHICLES

- 2.1 The owner or occupier of a lot must not, without the Committee's prior written approval, park, stand, repair or store a vehicle on the common property or permit an invitee to park, stand, repair or store a vehicle on the common property in breach of this By-law:
- 2.1.1 an approval under this By-law must state the period for which it is given; and
 - 2.1.2 the Committee may withdraw an approval granted under this By-law on the giving of 24 hours notice.
- 2.2 A vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like vehicles.
- 2.3 A vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the scheme.
- 2.4 If an owner or occupier has more than one vehicle, then the owner or occupier must not use the common property to park any other vehicles.
- 2.5 There are "visitor car parking" spaces within the Scheme Land and shall be used by genuine invitees and visitors to the Scheme only.
- 2.6 The Committee (from time to time) is permitted by the By-laws to regulate the use of the visitor car parking spaces.
- 2.7 An owner or occupier of a lot shall not park or stand any vehicle upon the area set aside for visitor car parking.
- 2.8 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking spaces only for its intended purpose of casual parking within the rules set from time to time by the Committee.
- 2.9 For the safety of all persons on Scheme Land, the speed limit for vehicles on Scheme Land is ten (10) km.
- 2.10 The Committee may permit the Resident Manager to use as a car space such parts of the common property as the Committee in its direction sees fit.
- 2.11 Contractors and trades vehicles may park in the visitor car parks for the sole purpose of gaining access to an Owner or Occupier's lot to carry out works but their vehicles must be removed once the works have been completed.
- 2.12 Vehicles must not be parked on internal roadways at any time.
- 2.13 Garage driveways must be kept clean of oil and grease.
- 2.14 Driveways are not to be used to undertake mechanical repairs to vehicles.

3. OBSTRUCTION

The owner or occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. USE OF COMMON AREAS

- 4.1 An owner or occupier of a lot shall be not only be responsible for their own behaviour but that of their children and visitors at all times while on the common property. This responsibility shall include ensuring that the said children and adults:
- 4.1.1 do not play on the common roadways and visitors parking areas;
 - 4.1.2 do not play ball sports, ride skateboards, skates, go-carts, bicycles or other similar recreational equipment at any time; and
 - 4.1.3 do not play in any common areas after dark.

5. WINDOWS

The windows of a lot will be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

6. APPEARANCE OF LOT

- 6.1 An owner or occupier of a lot must not, without the Committee's prior written approval, make a change to the external appearance of the lot or the building including (without limitation) installing upon the lot or the building any curtains, window coverings, external awnings, blinds or other fixture.
- 6.2 An owner or occupier of a lot must not, without the Committee's prior written approval, make a change to the external appearance of the lot or the building including the installation of security doors, screens, window tinting, shutters and fly screens.
- 6.3 Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.
- 6.4 The owner or occupier of a lot must not:
- 6.4.1 hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the lot or on the outside of the building; or
- 6.4.2 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.
- 6.5 The Resident Manager and letting agent may display signs for letting purposes.
- 6.6 An owner or occupier must not have window coverings visible from outside the lot unless those window coverings have a white backing, or unless the window covering has a design approved in writing by the Body Corporate Committee.
- 6.7 The owner of a lot is permitted to erect a real estate agent's sign on the common property for the purpose of 'open home' inspections only subject to the owner of a lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on common property must be removed by the owner or the owner's agent by the end of the day that the 'open home' inspection was held.
- 6.8 An owner or occupier of a lot must not permit any auction sale to be conducted or to take place in their lot or upon the Scheme without the prior approval in writing of the Committee.
- 6.9 Owners and occupiers must ensure that gardens and lawns in their private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised at their own expense.

7. RESIDENT MANAGER'S LOT

- 7.1 During such time as the owner or occupier of Lot 33 (or such other lot as the original owner may decide) in the scheme has the written approval of the Body Corporate and any necessary governmental or semi-governmental consents, then the lot may be used both for residential purposes and for the purposes of management of the property in the scheme and for the sale and letting of lots in the scheme on behalf of the owners, and the rendering of such services to occupants of lots in the scheme as are authorised in writing by the Body Corporate and may without the consent of the Committee of the Body Corporate display signs or notices for the purposes of offering for sale or for letting any lot in the scheme.
- 7.2 For the purposes above the Body Corporate shall have power to grant to the owner of Lot 33 in the scheme the right to maintain, administer and keep in good repair the common property and fixtures and fittings comprised on it and to carry on upon the property the business of letting of lots in the scheme and for that purpose to enter into an appropriate Agreement on such terms and conditions as the Body Corporate may deem fit.
- 7.3 During the term of any Agreement with the owner or occupier of Lot 33 contemplated by this By-law, the Body Corporate shall not grant the rights specified in By-law 7.1 to any person or corporation including any owner from time to time of any lot in the scheme except the owner from time to time of Lot 33. The Body Corporate may include in any Agreement entered under By-law 7.1 any provisions which are consistent with this By-law.

8. STORAGE OF FLAMMABLE LIQUIDS ETC.

- 8.1 An owner or occupier of a lot must not, without the Committee's prior written approval, store any flammable substance on the common property.
- 8.2 An owner or occupier of a lot must not, without the Committee's prior written approval, store any flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

- 8.3 The owner or occupier must only store a volume that is adequate for domestic purposes and the substance stored must be in a container that complies with regulations applicable to the domestic storage of that particular substance.
- 8.4 However, this section does not apply to the storage of fuel in:
- 8.4.1 gas bottles for barbeques; or
 - 8.4.2 the fuel tank of a vehicle or internal combustion engine; or
 - 8.4.3 a tank kept on a vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

9. USE OF LOTS

- 9.1 An owner or occupier must not use their lot for any other purpose than residential.
- 9.2 An owner or occupier may use their lot as a home office only so long as such use does not in any way interfere with the peaceful enjoyment of other owners or occupiers of their respective lot and the common property and is not in contravention of any requirements of the local council regulations, laws and rules or these By-laws.
- 9.3 All lots must be kept clean by owners and occupiers and all practical steps must be taken to prevent infestation by vermin and/or insects.
- 9.4 All doors and windows to any lot must be securely fastened on all occasions and if the lot is left unoccupied the Body Corporate or its agent has the right to enter and fasten any doors and windows if left insecurely fastened.
- 9.5 All windows must not be opened further than the required distance in accordance with the Australian Standards. Lot owners must not remove any part of the window and/or window fitting which may have been installed to ensure the window opening distance is compliant with Australian Standards.

Nuisance caused by tenants/invitees

- 9.6 The Body Corporate is a low rise residential strata scheme (regulated under the Accommodation Module) which has a Resident Manager to assist the Body Corporate with its responsibilities of cleanliness, repair, maintenance and caretaking of the common property.
- The Body Corporate is concerned about the impact of a significant increase in short term holiday letting (including website based letting such as Air BnB) affecting the common property and the cost to maintain the Body Corporate assets and buildings.
- 9.7 The Body Corporate seeks to regulate the use of the lots by owners and occupiers.
- 9.8 The Body Corporate seeks to regulate the use of the lots by tenants.
- 9.9 All Lots in the strata scheme must only be used for residential purposes.
- 9.10 The owners and occupiers must not use a lot within the Body Corporate in any way that will result in:
- 9.10.1 an exposure of the Body Corporate to a risk of paying higher insurance costs (ie, premiums and/or claims) as a result of property damage or injury caused while on Common Property (eg, inappropriate use of recreational facilities resulting in an injury);
 - 9.10.2 an exposure of the Body Corporate to workplace health and safety claims including potential non-compliance with fire safety regulations (eg, overcrowding of a Lot);
 - 9.10.3 an increase in expenses for the maintenance of common property including cleaning, repairs of damage caused as a result of inappropriate use of common property.
 - 9.10.4 a nuisance being suffered by another owner or occupier; and
 - 9.10.5 an interference with the use and enjoyment of the common property by another person who is lawfully on the common property.

Short term letting – occupancy limits

- 9.11 The Body Corporate is concerned that an owner or occupier may wish to use their lot in a way that unreasonably increases the occupancy of a Lot (ie, how many persons using a lot for residential purposes at one time).
- 9.12 The Body Corporate seeks to regulate the occupancy of a lot.

- 9.13 For the purposes of this By-Law, a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a Council planning approval.
- 9.14 The number of adults who may reside in a lot must be by reference to the number of bedrooms in the lot.
- 9.15 An Owner or Occupier of a Lot must ensure that no more than two (2) adults per bedroom occupy a Lot.

Short term letting – length of stay

- 9.16 The Body Corporate is concerned about the safety of its occupants within the Body Corporate and, in particular, compliance with Queensland Fire Safety regulations (ie, fire alarms, smoke detectors, number of persons in a lot, fire evacuation process).
- 9.17 In addition to this, the Committee is also concerned about increased noise issues within the building, usage of Common Property facilities (ie, the cost of additional wear, tear and maintenance) and damage to Common Property caused by invitees/tenants.
- 9.18 These concerns have arisen due to an increase in short term letting within the strata scheme (eg, either via short term holiday letting sites or other electronic means of letting).
- 9.19 Consequently, the Body Corporate seeks to regulate how an owner may rent or tenant their Lot.
- 9.20 An Owner of a Lot may rent or tenant their Lot subject to the owner providing a written request to the Body Corporate seeking its consent to enter into a letting/tenancy agreement with the potential Occupier of a Lot and such written request must identify the following:
- 9.20.1 that the tenancy agreement does not breach the occupancy limits contained in the By-laws;
 - 9.20.2 that the Owner provides a copy of these By-laws to the tenant;
 - 9.20.3 that the tenancy agreement between the Owner and the tenant is to exclude sub-tenancy arrangements;
 - 9.20.4 that an Owner must prove to the satisfaction of the Body Corporate that the lot is authorised by Local Council for such use. For clarity, the owner will need to establish that the lot has been approved for use by Local Council (e.g. a material change of use has been approved) or, if no approval is required, then evidence from Local Council that the lot does not require any further approval for such use. The Body Corporate may request a copy of such evidence to be kept on the records of the Body Corporate (e.g. Local Council approval notice);
 - 9.20.5 the owner and occupier provide the necessary details to the Committee about the occupants in accordance with Form 8 of the BCCM Act; and
 - 9.20.6 contact details of all occupants are to be provided to the Secretary of the Committee including the date of “moving in”, the number of occupants per Lot and confirmation that each occupant is aware of the fire evacuation procedures for the Building.
- 9.21 Upon receipt of the written request in By-law 9.20, the Committee must consider the following when making its decision pursuant to this By-law:
- 9.21.1 is the tenant aware of the By-laws applying to the Body Corporate;
 - 9.21.2 is the tenant aware of all building and fire regulations in the strata scheme; and
 - 9.21.3 have all matters within this By-law been complied with by the owner.
- 9.22 If the Committee refuses to approve an application, then the Committee must give reasons to the relevant Owner or Occupier.
- 9.23 If the Committee approves the application, then the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.

10. ALTERATIONS AND RENOVATIONS TO LOTS

- 10.1 Subject to an owner or occupier of a lot obtaining the prior written approval of the Committee, the owner or occupier of a lot may make any alterations or renovations to a lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) and any improvement to lots which includes the installation of portable pools and spas or install hard flooring or air conditioners (“Works”).
- 10.2 The owner or occupier of a lot must not alter the common property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.

- 10.3 The owner or occupier of a lot must lodge a written request for approval with the Committee at least 4 weeks prior to the proposed commencement date of the Works and the Works must not commence until the owner or occupier has received written approval from the Committee.
- 10.4 In order for the Committee to consider its approval pursuant to this By-law, the owner or occupier must provide to the Committee the following:
- 10.4.1 list (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;
 - 10.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;
 - 10.4.3 copies of any other relevant approvals that are required by legislation and/or the By-laws (including local council approval);
 - 10.4.4 details of who is proposed to carry out the Works;
 - 10.4.5 if Works are to be undertaken by a contractor or owner builder, evidence that the relevant contractor or owner builder holds the required license and appropriate insurance to conduct the Works;
 - 10.4.6 dates when the Works are proposed to be commenced and completed;
 - 10.4.7 evidence of public liability insurance;
 - 10.4.8 if the request is lodged by the occupier of a lot, written confirmation that the owner of the lot consents to the Works; and
 - 10.4.9 anything else reasonably required by the Committee to enable it to make its decision.
- 10.5 The Committee must consider the following when making its decision pursuant to this By-law:
- 10.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building, common property and the Scheme Land and whether the proposed works will affect these aspects;
 - 10.5.2 whether all building and fire regulations are observed; and
 - 10.5.3 whether all matters outlined within this By-law have been complied with.
- 10.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant owner or occupier including information as to any changes to the Works required in order for the owner or occupier to obtain approval.
- 10.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the owner or occupier must comply with all reasonable conditions imposed by the Committee.
- 10.8 Undertaking the Works:
- 10.8.1 if approval from the Queensland Fire Services (QFS) is required (for example replacement of heat detectors and plumbing alteration to fire walls etc) this must be obtained by the relevant owner or occupier prior to the Committee giving its approval;
 - 10.8.2 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the owner or occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;
 - 10.8.3 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on Common Property and only on balcony areas in a fully enclosed vacuum tent;
 - 10.8.4 the Work may only be carried out between the hours of 9.00am and 4.30pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the owner or occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;
 - 10.8.5 if the Works will result in noise, the owner or occupier must give the Committee 48 hour's notice; and

- 10.8.6 if there is specific work creating excessive noise, such as jack hammering, the owners require 48 hour's notice of the intention to carry out such work and a notice must be posted in writing on all notice boards by the owner or occupier, in order that all lot owners and occupiers can be advised.
- 10.9 The owners are to ensure that all trade vehicles are parked in the designated car parks for that lot.
- 10.10 The owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the owner or occupier on completions of work.
- 10.11 The following conditions apply to access and the removal of rubbish created by the Works:
- 10.11.1 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, or common property;
 - 10.11.2 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the owner or occupier;
 - 10.11.3 contractors are not to have radios playing loudly or have breaks, meals or smoke on common property;
 - 10.11.4 all Works are to be carried out in a clean and efficient manner;
 - 10.11.5 the foyer, fire stairs or any other common property area (including but not limited to owner or occupier car parks) are not to be used to store materials, undertake Works or store rubbish associated with the Works;
 - 10.11.6 all waste must be removed by the contractor, owner or occupier and not placed in the refuse system; and
 - 10.11.7 contractors' rubbish skips can be placed where directed by the Caretaker but must not be left over weekends.
- 10.12 No person shall use the common property power anywhere in the building for private reasons except as permitted by the Committee in writing.
- 10.13 No external light fittings shall be replaced without the written approval of the Committee.
- 10.14 Doors from the Lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.
- 10.15 If an owner or occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-law, then the owner or occupier must, at its own expense, remove the offending part of the Works from the lot upon receiving written notice from the Committee to do so.

11. DAMAGE TO COMMON PROPERTY (INCLUDING GARDENS AND LAWNS)

- 11.1 An owner or occupier of a lot must not:
- 11.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
 - 11.1.2 except with the prior written approval of the Committee, use for their own purposes as a garden any portion of the common property.
- 11.2 An owner or occupier of a lot shall not 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 prior written approval of the Committee.
- 11.3 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.
- 11.4 The owner or occupier of a lot must keep a device installed under subsection 11.3 in good order and repair.

12. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

The owner or occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

13. DISPOSAL OF RUBBISH

- 13.1 An owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust, paper, cigarette butts or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.
- 13.2 An owner or occupier of a lot must:
- 13.2.1 maintain within their lot, the garbage receptacle provided under the local authority By-laws and ordinances which shall be placed in the street or collection area by the owner or occupier on collection days;
 - 13.2.2 the receptacle must be returned to the lot in a clean and hygienic condition on the same day by the owner or occupier;
 - 13.2.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by the disposal of the garbage; and
 - 13.2.4 maintain and repair the garbage receptacle to ensure it is kept in a serviceable condition.

14. KEEPING OF ANIMALS

- 14.1 This By-Law is subject to Section 181 of the Act "Guide, hearing and assistance dogs" as amended or varied from time to time.
- 14.2 This By-law applies to owners and occupiers within the Body Corporate.
- 14.3 An invitee of an owner or occupier to the building must not bring an animal onto the common property or into a lot.
- 14.4 An owner or occupier is only entitled to keep an animal within the lot on the condition that the owner or occupier obtains the prior written approval from the Committee.
- 14.5 If an owner or occupier brings an animal into the lot without first obtaining Committee approval, in writing, then before the Committee will commence or progress the approval process, the animal must first be removed from the lot.
- 14.6 It is the responsibility of the owner or occupier in applying for approval to keep an animal to provide sufficient information to the Committee to enable the Committee to make a decision to either reject or approve the application subject to conditions.
- 14.7 The owner or occupier of a lot must execute all necessary documentation where required by the Committee.
- 14.8 The Committee may take up to 14 days after the owner or occupier supplies the information required by the Committee to make a decision.
- 14.9 Any animal within the building will be deemed not to be approved until such time as the Committee gives express written approval.
- 14.10 If any approval is granted by the Committee for the keeping of an animal within a lot it will be subject to (at a minimum) the following conditions:
- 14.10.1 the animal must be toilet trained and domesticated;
 - 14.10.2 if any regulation requires the animal to be registered with the local council, the owner or occupier must supply evidence of registration including a photo of the animal taken within 14 days of the date of the written application addressed to the Committee;
 - 14.10.3 a certificate from a veterinarian service as nominated by the Committee from time to time confirming the animal is healthy and free from major diseases and that the animal has had the required inoculations and flea protection;
 - 14.10.4 when in the Scheme Land the animal must be domiciled within the lot at all times;
 - 14.10.5 the animal must not cause a nuisance to, or disturb, any other owner, occupier or invitee to the Scheme Land;
 - 14.10.6 the animal is only permitted on the common property for the purpose of ingress or egress to a lot;
 - 14.10.7 an animal must not enter the swimming pool or BBQ area under any circumstances;
 - 14.10.8 if the animal defecates whilst on the common property (which must not be encouraged by the owner of the animal), then any waste from the animal must be disposed of in a hygienic manner by the owner;

- 14.10.9 where the animal is a cat or a dog, the animal must wear an appropriate identification tag; and
- 14.10.10 the animal must be desexed and possess a microchip as if it were an applicable cat or dog regulated by the Animal Management (Cats and Dogs) Act 2008 unless it is not reasonably feasible.
- 14.11 The owner of the animal must indemnify the Body Corporate from any legal Action, claim, damages, injury or compensation arising from any breach of this By-Law.
- 14.12 Any animal that has not been approved by the Committee or breaches these By-laws must be removed from the building within a reasonable time after a written demand by the Committee.
- 14.13 Approval granted by the Committee to an owner or occupier will be withdrawn if the owner or occupier receives three (3) or more written notices on separate occasions from the Committee advising the owner or occupier of a breach of any of the conditions in relation to their animal.
- 14.14 Approval is for the current animal only and not for any other additional or replacement animal.
- 14.15 In the event that any part of this By-law be adjudged by a court or be held or rendered by any competent government authority to be invalid, illegal or unenforceable, such part will be severed from the remainder of this By-law and will be deemed never to have been part of it and the remainder of it will subsist and remain in full force and effect unless the basic purposes of it would be defeated.

15. USE OF RECREATIONAL FACILITIES (SWIMMING POOL AND TENNIS COURTS)

Hours of Use

- 15.1 An owner, occupier or their invitee must not use the recreational facilities (this includes the swimming pool and tennis court) on the common property between 9.00 pm and 6.00 am, except with the consent in writing of the Committee.
- 15.2 The Body Corporate authorises the **Resident Manager** to conduct a booking system for the use of the recreational facilities.
- 15.3 The Committee has in its discretion identified appropriate regulations for the recreational facilities and these notifications are prominently displayed around the common property.

Use of Swimming Pool

- 15.4 In relation to the swimming pool and adjacent areas, an owner, occupier and their invitees must ensure:
- 15.4.1 that no use is made of the swimming pool and surrounding areas between the hours of 9.00pm and 6.00am.
- 15.4.2 children under the age of 13 years are not to use the swimming pool unless accompanied by an adult exercising effective control;
- 15.4.3 invitees do not use the swimming pool unless accompanied by an owner or occupier, or unless they have obtained the prior consent of the **Resident Manager**;
- 15.4.4 food and drink are not to be consumed in the swimming pool;
- 15.4.5 glassware of any type is not to be taken in or around the area;
- 15.4.6 no pool toys, such as kick-boards, boogie-boards, surf-boards or inflatable toys and furniture are to be used in the pool at anytime; save for pool noodles or flotation device for small children for safety;
- 15.4.7 caution is exercised around the area at all times, and
- 15.4.8 no person causes a nuisance to any other person lawfully using the swimming pool or surrounding area.
- 15.5 The Committee has in its discretion identified appropriate regulations for the pool and surrounding areas and these notifications are prominently displayed around the common property.

Maintenance of Swimming Pool

An owner, occupier or their invitee must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.

16. CLEANING OF WINDOWS AND GLASS DOORS

- 16.1 The owner or occupier of a lot shall be responsible to keep clean and promptly replace when damaged or in disrepair (at their expense) windows and doors within their respective lot.
- 16.2 The Body Corporate must (at its expense) keep clean and promptly replace when damaged or in disrepair all windows and doors which are common property.

17. CONTRACTORS

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee 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.

18. BY-LAWS TO BE EXHIBITED

A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

19. CAUSING A NUISANCE

- 19.1 An owner must not:
- 19.1.1 cause a nuisance or hazard;
 - 19.1.2 interfere unreasonably with the use or enjoyment of another lot in the scheme; or
 - 19.1.3 interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.
- 19.2 An owner must not:
- 19.2.1 permit any of their invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property;
 - 19.2.2 use a lot or common property for any purpose which is illegal, or which may damage the reputation of the scheme or Body Corporate;
 - 19.2.3 create noise likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another lot or the common property; and
 - 19.2.4 obstruct the use of the common property by another person.

20. CORRESPONDENCE WITH COMMITTEE

- 20.1 Owners and occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.
- 20.2 In addition to By-Law 20.1 hereof, communication from an owner or occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.
- 20.3 Communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:
- 20.3.1 the Body Corporate Manager;
 - 20.3.2 the Resident Manager;
 - 20.3.3 the Body Corporate's Lawyers; and
 - 20.3.4 the Body Corporate's insurer.
- 20.4 Where communications are sent in breach of these conditions:
- 20.4.1 the recipient will not be required to acknowledge receipt of them; and

20.4.2 the Committee may resolve to limit communications from that owner or occupier to one (1) piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the Body Corporate's address for service.

20.5 The Committee is authorised by this By-Law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-Law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-Law pursuant to the dispute resolution provisions of the Act.

21. RECOVERY OF MONEY SPENT

21.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these By-laws an occupier or invitee, the Body Corporate is entitled to recover the amount spent as a debt in any court action from the **owner** of the relevant lot.

21.2 An owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

21.2.1 recovering levies or any other money that the Body Corporate is entitled to receive from the owner; and

21.2.2 all proceedings, including legal proceedings, taken against the owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

21.3 Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-laws by any owner, occupier, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

22. FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS

22.1 An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on common property without approval first being obtained from the Committee.

22.2 Notwithstanding anything in "the *Neighbourhood Dispute (Dividing Fence and Trees) Act 2011*" or any amendment thereof to the contrary, the Body Corporate shall not be liable or required at any time by an owner to join in or contribute towards the expense of maintaining or erecting any fence or fences erected or to be erected between a lot and the common property.

22.3 If a "dividing fence" is erected upon a lot or on common property the owner of the lot concerned will be required to maintain the fenced area to that acceptable by the Body Corporate Committee, in accordance with By-Law 23 and if it is not maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds, the Body Corporate Committee can organise at the expense of the owner of the lot to have this done.

22.4 Any work, alteration, improvement or structure carried out or erected in breach of this By-law may be forthwith removed with or without notice by the Body Corporate, the Resident Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this By-law shall not constitute trespass.

23. PAINTING AND FENCING WORKS

23.1 The Body Corporate wishes to retain conformity as to the style and colour of buildings on both the common property and lots within this Body Corporate.

23.2 As the Body Corporate wishes to retain this conformity as to style and colour of the buildings and structures, the Body Corporate also wants to maintain a high standard in relation to the external appearance of all of those buildings and structures (lot and common property buildings).

23.3 The Body Corporate will regulate how each owner is to repaint the external surface of any buildings situated on a lot in the same colours and toning as consistent with all other buildings and other improvements on the common property of the Body Corporate.

23.4 To regulate such painting, the Body Corporate confirms:

- 23.4.1 the painting of all buildings (whether on common or lot property) will be carried out at the same time, in stages to be determined by the Body Corporate Committee.
- 23.4.2 the colour and paint specification (this will be the methodology and colour and how the building is to be painted) will be in accordance what is approved by the Committee at the Committee Meeting.
- 23.5 To regulate the fencing, subject to By-law 22, the Body Corporate confirms:
- 23.5.1 The fencing of lot and common property will be carried out at the same time, in stages to be determined by the Body Corporate Committee.
- 23.5.2 The type, size, colour and material to be used for new fencing must be as agreed by the Body Corporate Committee from time to time.
- 23.6 In accordance with Regulation 169 or 167 (the lot Owners may wish to enter into Painting Agreements with the Body Corporate regarding the painting of lot property).

SCHEDULE D	OTHER DETAILS REQUIRED / PERMITTED TO BE INCLUDED
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Not Applicable.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Not Applicable.