

OWNER'S CONSENT, TITLES AND BODY COPORATE AGREEMENT

3/6 Bantry Court, Eagleby QLD 4207

Lot 60 on SP305652

March 2026



BRISBANE
Level 12, 126 Margaret
Street, Brisbane, QLD 4000
t. 07 3217 5800

GOLD COAST
Level 4, Central Tower One,
56 Scarborough Street,
Southport, QLD 4215
t. 07 3101 4157

HPC Ref: 24333

Sent via: online lodgement

Logan City Council
PO Box 3226
Logan City DC QLD 4114

Dear Sir/Madam,

Re: Landowner's consent over land at 3/6 Bantry Court EAGLEBY, QLD 4207 and described as Lot 60 on SP305652.

We, ONLINE SOCIAL ADVERTISING PTY LTD A.C.N 614 364 886, owners of 3/6 Bantry Court EAGLEBY QLD 4207 and described as Lot 60 on SP305652, hereby give HPC Planning (A.B.N. 93 670 815 022) permission to lodge a Development Application for Reconfiguring a Lot (1 into 2 lots subdivision) over our land.

ONLINE SOCIAL ADVERTISING PTY LTD ¹

<u>Kirsty Urachart</u>	<u>Owner/Director</u>	<u>[Redacted Signature]</u>	<u>24/03/26</u>
Name	Position	Signature	Date

_____	_____	_____	_____
Name	Position	Signature	Date

¹ We note that the subject site is currently owned by a company (ONLINE SOCIAL ADVERTISING PTY LTD). Due to this we will require the signature of:

- The sole director, if the company only has one director (please write 'sole director' in the position field);
- At least two directors of the company (please write 'Director' in the position field); or
- A director and a company secretary (please write your position in the position field).

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51320388	Search Date:	24/03/2026 10:45
Date Title Created:	24/06/2023	Request No:	55523557
Previous Title:	51235309		

ESTATE AND LAND

Estate in Fee Simple

LOT 60 SURVEY PLAN 305652

Local Government: LOGAN

COMMUNITY MANAGEMENT STATEMENT 55873

REGISTERED OWNER

Dealing No: 723395274 15/07/2024

ONLINE SOCIAL ADVERTISING PTY LTD A.C.N. 614 364 886

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 12815092 (POR 45)
2. MORTGAGE No 723395275 15/07/2024 at 14:48
FIRST MORTGAGE MANAGED INVESTMENTS LIMITED A.C.N. 089 507
899

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Dealing Number



OFFICE USE ONLY

Privacy Statement

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

1. Nature of request

Request to record First Community Management
Statement for Eagleby Rise Community Titles Scheme

Lodger (Name, address, E-mail & phone number)

**Lodger
Code**

2. Lot on Plan Description

Lot 900 on SP 305651

Title Reference

51235309

3. Registered Proprietor/State Lessee

Boss Developments (Qld) Pty Ltd ACN 605 032 175 trustee under instrument 716484788

4. Interest

Fee simple

5. Applicant

Boss Developments (Qld) Pty Ltd ACN 605 032 175 trustee under instrument 716484788

6. Request

I hereby request that: the first community management statement deposited herewith be recorded as the community management statement for Eagleby Rise community titles scheme and that CJ Strata of PO Box 283, Currumbin, Qld 4223 be recorded as the address for service of the body corporate for the scheme.

7. Execution by applicant

Boss Developments (Qld) Pty Ltd ACN 605 032 175

Director: DANIEL PRESTWIDGE

Director: Christopher Schilling

19/04/2007

Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

THIS CMS MUST BE DEPOSITED WITH:

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

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

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Eagleby Rise CTS	2. Regulation module Standard Module
3. Name of body corporate Body Corporate for Eagleby Rise CTS	
4. Scheme land	
Lot on Plan Description	Title Reference
Common Property of Eagleby Rise CTS	To be issued
Lot 2 on SP 305652	To be issued
Lot 3 on SP 305652	To be issued
Lot 4 on SP 305652	To be issued
Lot 5 on SP 305652	To be issued
Lot 8 on SP 305652	To be issued
Lot 9 on SP 305652	To be issued
Lot 10 on SP 305652	To be issued
Lot 11 on SP 305652	To be issued
Lot 12 on SP 305652	To be issued
Lot 13 on SP 305652	To be issued
Lot 60 on SP 305652	To be issued
5. #Name and address of original owner Boss Developments (Qld) Pty Ltd ACN 605 032 175 trustee under instrument 716484788 of PO Box 8564, Gold Coast Mail Centre Qld 9726	6. Reference to plan lodged with this statement SP 305652

first community management statement only

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

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

N/A

*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

Boss Developments (Qld) Pty Ltd ACN 605 032 175

Director: DANIEL PRESTWIDGE

Director: Christopher John Lanning

19/04/2023
Execution Date

*Execution

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

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DNRM see the department's website.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 2 on SP 305652	1	1
Lot 3 on SP 305652	1	1
Lot 4 on SP 305652	1	1
Lot 5 on SP 305652	1	1
Lot 8 on SP 305652	1	1
Lot 9 on SP 305652	1	1
Lot 10 on SP 305652	1	1
Lot 11 on SP 305652	1	1
Lot 12 on SP 305652	1	1
Lot 13 on SP 305652	1	1
Lot 60 on SP 305652	2	2
TOTALS	12	12

CONTRIBUTION SCHEDULE LOT ENTITLEMENTS

The Contribution Schedule Lot Entitlements for the Scheme are equal and have been based on the *equality principle* as required by s46A(1) of the *Body Corporate and Community Management Act 1997*.

INTEREST SCHEDULE LOT ENTITLEMENTS

The Interest Schedule Lot Entitlements for the Scheme are equal and have been based on the *market value principle* as required by s46B of the *Body Corporate and Community Management Act 1997*. The interest schedule lot entitlements reflect the market value of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

- (a) It is acknowledged that the owner of Lot 60 may either build a dual occupancy (auxiliary unit) on the lot or may obtain the approval of the local authority to subdivide that lot into two lots.
- (b) In such circumstances, the contribution and interest schedule lot entitlement for Lot 60 will be divided to give the contribution and interest schedule lot entitlement for the newly created lots so that the total contribution and interest schedule lot entitlements for all lots are not affected.
- (c) All costs associated with the subdivision of that lot is at that owner's sole cost and expense including Body Corporate costs for consenting to the subdivision and the Body Corporate's legal costs in preparing a new community management statement and registering at Titles Queensland.

SCHEDULE C	BY-LAWS
-------------------	----------------

1. DEFINITIONS

'Act' means the *Body Corporate and Community Management Act 1997* (Qld) as amended from time to time or a related or a replacement Act if passed;

'Authority' means any government department and any government agency, semi-government agency, body or court whether:

- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, tribunal, agency or entity; or

(c) commonwealth, state or local;

'Boat' includes a boat trailer, sailboard, kayak, jet ski or similar pleasure water craft and must be registered where required by law;

'Body Corporate' means the body corporate for the Scheme established upon registration of the Scheme and pursuant to the Act;

'Body Corporate Manager' means any person or corporation who has been engaged by the Body Corporate to supply, including through the exercise of delegated power, administrative services to the Body Corporate;

'Body Corporate Representative' means a member of the Body Corporate appointed by it from time to time to represent it;

'Building Works' means a Dwelling and any other structures and improvements including, but not limited to, extension, enclosure, garage, carport, garden shed, work shed, storage shed, greenhouse, gazebo, water tank, pergola, fencing, patio area, decking, balcony, terrace, retaining wall, screening wall, swimming pool or spa (in-ground or above-ground), tennis court, or any other external structure or outbuilding of a similar nature to be constructed by an Owner on their Lot in accordance with By-law 32;

'By-laws' means the by-laws for the Scheme as set out in Schedule C of this Community Management Statement;

'Common Property' means the common property for the Scheme and as defined in the Act;

'Committee' means the committee of the Body Corporate appointed pursuant to the Act;

'Developer' means the original owner, Boss Developments (Qld) Pty Ltd ACN 605 032 175 trustee under instrument 716484788 its successors, assigns and nominees and where the context allows its employees, servants, agents, contractors and consultants;

'Development Approval' means the Developer's development approval issued by the Logan City Council and referenced RL/113/2017 as well as MCUC/307/2018 relating to Lot 60 and all approved documents and reports referred to in the development approval (and as may be further amended from time to time);

'Dwelling' means a private house, home or residence on a Lot to be used for residential purposes only;

'Facilities' means:

- (a) facilities forming part of or comprising Common Property or Body Corporate assets for the Scheme;
- (b) any easements, leases or sub-leases in favour of the Local Authority or an Authority or private utility, water, electricity, gas, telephone or fibre optics authority;
- (c) any easements over the Common Property including, but not limited to, access easements, stormwater discharge easements, service easements or any other easement required to be registered under the Developer's development approval or the Local Authority planning scheme;
- (d) easements for underground drainage, overland flow and access purposes as required over the existing or proposed underground stormwater pipe drainage system and the overland flow path traversing the Scheme Land as required under the Local Authority planning scheme or as a requirement of the Local Authority;
- (e) services or amenities to or for the benefit or enjoyment of the Scheme; and
- (f) Utility Infrastructure;

'Invitees' includes guests, servants, employees, agents, contractors, licensees, a member of the family, and invitees of an Owner or Occupier;

'Large Vehicle' includes, but not limited to, a truck, dump truck, concrete truck, supply truck, commercial vehicle, coach, bus, horse truck or float, inoperable equipment whether mobile or otherwise, and must be registered where required by law;

'Local Authority' means the Logan City Council;

'Lot' means a lot in the Scheme;

'Lot Designated Parking Area' means the garage or carport constructed on a Lot specifically designated for parking of at least two (2) Vehicles by the Owner or Occupier of that Lot;

'Lot Visitor Parking Area' means an area of a Lot that has been specifically designated for parking of a Vehicle by Invitees of the Owner or Occupier of that Lot;

'Occupier' means the legal occupant of a Dwelling on a Lot from time to time and also includes an Owner when that Owner is in occupation;

'Owner' means the registered owner of a Lot;

'Recreational Vehicle' includes, but not limited to, a caravan, campervan or mobile home and must be registered where required by law;

'Regulation Module' means the Regulation Module applicable to the Scheme under the Act identified in Item 2 on page 1 of this Community Management Statement;

'Scheme' means the community titles scheme identified in Item 1 on page 1 of this Community Management Statement;

'Scheme Land' means all of the land contained within the Scheme and as described in Item 4 on page 1 of this Community Management Statement;

'Utilities' includes, but is not limited to, services for sewerage, stormwater drainage, gas or electricity, telephone, fibre optics, fire prevention devices and any other lawful services of any kind provided or available to the Scheme Land which are available for connection by an Owner or Occupier for supply to their Lot and to their Dwelling;

'Utility Infrastructure' means any infrastructure including, but not limited to, overhead poles, underground pipes and cables, mains, associated equipment and wiring, and the like, for the provision of Utilities whether to the Scheme Land or to the Lots;

'Vehicle' includes, but not limited to, automobile, van, motor bike, trail bike, motor cross bike, dirt bike, bicycle, electric scooter or any other means of conveyance or private transport and must be registered where required by law.

2. DUTIES OF OWNERS AND OCCUPIERS TO OBSERVE THESE BY-LAWS

- (a) The duties and obligations imposed by these By-laws must be observed not only by an Owner or Occupier but also by their Invitees.
- (b) A person who contravenes or fails to comply with any provision of these By-laws or any lawful direction given under them will be in breach of these By-laws.
- (c) A person in breach of these By-laws must remedy that breach immediately they become aware of it and in any event within seven (7) days after receiving written notice from the Body Corporate requiring them to do so.

3. BY-LAWS TO BE MADE AVAILABLE UPON REQUEST

- (a) Where any Dwelling is made available for lease, licence or rent then a complete copy of these By-laws must be made available to that Occupier by the Owner of that Lot.
- (b) The Body Corporate must ensure that a complete copy of the Community Management Statement relevant at any given time is available for copy and inspection at the office of the Body Corporate Manager.

4. NOISE

- (a) An Owner or Occupier and their Invitees must not create any noise likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully using the Common Property or the Scheme Land. No Owner or Occupier is to hold or permit to be held any social gatherings on their Lot or in their Dwelling which would cause any noise which unlawfully interferes with the peace and quiet of any other Owner or Occupier or any person lawfully using the Common Property or the Scheme Land at any time of the day or night.

- (b) In the event of any unavoidable noise on a Lot or in a Dwelling at any time of the day or night then that Owner or Occupier must take all practical means and measures to minimise annoyance to other Owners or Occupiers or any person lawfully using the Common Property or the Scheme Land.
- (c) All radios, record, cassette or disc players, television sets, sound equipment and other broadcast or noise reproduction systems, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for that purpose) must be controlled so that they do not cause annoyance to another Owner or Occupier or any person lawfully using the Common Property or the Scheme Land. Such equipment must not be operated between the hours of 9:00pm and 8:00am in such a manner as to be audible by another Owner or Occupier.
- (d) An Owner or Occupier must not operate or permit to be operated on their Lot, in their Dwelling, or on any part of the Common Property or the Scheme Land, any radio, two way radio, short wave radio, transmitter, telecommunication device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use on any other Lot, upon the Common Property or the Scheme Land.
- (e) Quiet playing of musical instruments by an Owner or Occupier is permissible to a reasonable extent at any time during the hours of 9:00am and 7:00pm provided it is for no longer than one (1) hour at a time and does not exceed a total of three (3) hours in any day.
- (f) An Invitee of an Owner or Occupier leaving after 10:00pm must do so quietly.
- (g) An Owner or Occupier leaving from or returning to their Lot late at night or in the early hours of the morning must do so quietly.
- (h) No Owner or Occupier is to hold or permit to be held any social gatherings on any part of the Common Property without first obtaining the written consent of the Body Corporate or unless specified in a rule properly made by the Body Corporate or the Committee.

5. VEHICLES AND PARKING ARRANGEMENTS

- (a) An Owner or Occupier must not park, keep or stand on their Lot, the Common Property or any part of the Scheme Land any Vehicle, Boat or Recreational Vehicle other than wholly within their Lot Designated Parking Area. An Owner or Occupier wishing to increase, extend or add designated parking areas to their Lot must provide to the Body Corporate plans, drawings and specifications for approval as provided for in By-law 32.
- (b) An Owner or Occupier must use their Lot Designated Parking Area for the purpose for which it was intended and must not convert it to any other use.
- (c) An Owner or Occupier must not permit their Invitees to park, keep or stand a Vehicle, Boat or Recreational Vehicle on any part of the Scheme Land except within either their Lot Designated Parking Area or within their Lot Visitor Parking Area. An Owner or Occupier must ensure their Lot Visitor Parking Area remains accessible and available at all times for the use of Invitees and must not be occupied by them as a personal parking area.
- (d) An Owner or Occupier must not, nor allow Invitees or any other person to:
 - (i) reside in a Recreational Vehicle on their Lot, their Lot Designated Parking Area, their Lot Visitor Parking Area, or any part of the Common Property or the Scheme Land; or
 - (ii) conduct repairs and/or restorations to any Vehicle, Boat or Recreational Vehicle on any part of their Lot, the Common Property or the Scheme Land except within either their Lot Designated Parking Area or their Lot Visitor Parking Area and only then if not visible from any part of the Common Property and provided such activity does not constitute an unreasonable nuisance.
- (e) No unregistered Vehicle, Boat or Recreational Vehicle, or any noisy or smoky Vehicle is to be used or driven on any part of the Scheme Land.
- (f) No Vehicle, Boat or Recreational Vehicle is to be parked, kept or allowed to stand on any road, footpath, driveway, any part of a Lot, the Common Property or Scheme Land in such a position as to interfere with or prevent the passage of other vehicles, or obstruct access to and from a Lot, or obstruct turning areas, fire brigade operations or emergency vehicles.

- (g) Large Vehicles must not be parked, kept or allowed to stand on any Lot, the Common Property or the Scheme Land except for the purpose of commercial deliveries or By-law 5(l).
- (h) The Body Corporate has the right to tow any Vehicle, Boat, Recreational Vehicle or Large Vehicle parking, standing or being kept on any part of the Scheme Land that contravenes By-laws 5(a)-(g) at that Owner's or Occupier's expense. Before an offending Vehicle, Boat, Recreational Vehicle or Large Vehicle is towed there must first be:
 - (i) notice given by the Body Corporate to the offending Owner or Occupier of a breach of this By-law; and
 - (ii) failure by that Owner or Occupier to remedy such breach within seven (7) days of service of such notice.
- (i) An Owner must:
 - (i) not drive or allow to be driven any Large Vehicle onto the Scheme Land other than such vehicles necessary to complete the construction of Building Works on their Lot and any vehicle entitled by any statute and/or Local Authority ordinances; and
 - (ii) not allow Vehicles or Large Vehicles used by their tradesmen, builders, contractors or suppliers undertaking Building Works on their Lot to be driven onto the Scheme Land between the hours of 6:30pm and 7:00am Monday to Saturday or at any time at all on Sundays, Good Friday, Anzac Day, Christmas Day, Boxing Day, New Year's Day or any other public holiday; and
 - (iii) ensure that any road, footpath, pathway, drive or any part of the Common Property or the Scheme Land is cleaned at the end of each day where a Vehicle or Large Vehicle driven by a builder, tradesman, contractor or supplier invited onto their Lot or the Scheme Land leaves any marks, rubbish, debris or other materials; and
 - (iv) not allow a Vehicle or a Large Vehicle used by a builder, tradesman, contractor or supplier to be parked, kept or left standing on any road, footpath, pathway, drive or any part of the Common Property or the Scheme Land in such a position as to interfere with or prevent the passage of other vehicles, or obstruct access to and from a Lot, or obstruct turning areas, fire brigade operations or emergency vehicles; and
 - (v) ensure their tradesmen, builders, contractors and suppliers observe all speed limits within the Scheme.
- (j) All Vehicles, Boats, Recreational Vehicles and Large Vehicles must only be driven on those parts of the Scheme Land that are designed for that purpose. All Owners, Occupiers and their Invitees must observe and comply with all road signs erected on the Common Property or the Scheme Land by the Body Corporate and must comply with all reasonable directions of the Body Corporate in relation to traffic direction, traffic flow, speed restrictions, Vehicle restrictions and pedestrian access.
- (k) The roads, footpaths, pathways, drives, turning areas and other Common Property and any easement giving access to the Scheme Land must not be obstructed by any Owner or Occupier or their Invitees or used by any of them for any purpose other than the reasonable access to and from their respective Lots.
- (l) Any Vehicle, Boat, Recreational Vehicle or Large Vehicle driven by an Owner or Occupier or their Invitees that accesses the roads, pathways, drives and any other part of the Common Property and any easement giving access to the Scheme Land which causes damage is responsible for the cost of the Body Corporate rectifying that damage. An Owner will be liable to compensate the Body Corporate in respect of the cost of rectifying any damage caused by such Owner or Occupier or their Invitees.
- (m) The riding of skateboards, hover boards or segways or the use of roller blades, roller skates, go-carts, billy-carts or any other similar means of self-balancing wheeled platforms or portable boards or devices on roads, footpaths, pathways or any part of the Common Property or the Scheme Land is not allowed.
- (n) All Owners and Occupiers must ensure their Invitees comply with this By-law.
- (o) The Body Corporate is responsible for the continued maintenance of all internal roads within the Scheme.

6. OBSTRUCTION

- (a) An Owner or Occupier must not obstruct the lawful use of the Common Property by any person and, without limitation, access to:

- (i) the Common Property during development of the Scheme Land by the Developer; or
 - (ii) use for any other purpose the Scheme Land other than the reasonable access to and from their Lot, roads, footpaths, pathways and driveways on the Common Property and any easement giving access to the Common Property or the Scheme Land.
- (b) No Vehicle, Boat, Recreational Vehicle or Large Vehicle is to be parked, kept or allowed to stand on any road, footpath, pathway, drive, any part of a Lot, the Common Property or Scheme Land in such a position as to interfere with or prevent the passage of other vehicles, or obstruct access to and from a Lot, or obstruct turning areas, fire brigade operations or emergency vehicles.

7. USE OF COMMON PROPERTY

- (a) An Owner or Occupier must ensure:
- (i) the Common Property is used for the purpose for which it was designed and intended;
 - (ii) they comply with all directions and rules of the Body Corporate relating to conduct on the Common Property;
 - (iii) all Local Authority requirements, laws, by-laws and/or ordinances in connection with the Common Property are observed and complied with;
 - (iv) their Invitees do not use the Common Property unless an Owner or Occupier accompanies them;
 - (v) their Invitees observe and comply with all directions and rules of the Body Corporate and the Local Authority;
 - (vi) children under the age of thirteen (13) years are not in or around the Common Property unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (vii) they, and their Invitees, exercise caution at all times and do not behave in a manner that is likely to interfere with the use and enjoyment of the Common Property or any other open space facilities by any other Owner or Occupier or any person lawfully entitled to do so;
 - (viii) no sign, advertisement, placard, banner, pamphlet, notice or similar article is placed on any part of the Common Property; and
 - (ix) no Vehicle, Boat, Recreational Vehicle or Large Vehicle is taken onto any part of the Common Property except roads specifically designed on the Scheme Land for such purpose.

8. DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not, without the prior written approval of the Body Corporate, mark, paint, drive nails, screws or the like into, or damage or deface any part of the Common Property.
- (b) An Owner or Occupier must not damage any bio-retention basin system or sewage pumping station on the Common Property;
- (c) Owners, Occupiers and their Invitees must not put, place or construct on any part of the Common Property any improvement including, but not limited to, a gazebo, garden shed, work shed, storage shed, shipping container, garage, carport, tent, shack, shed, incinerator, retaining wall, temporary building or improvement or any other similar structure.
- (d) Any damage or cost for removing any illegal structure caused by an Owner or Occupier or their Invitees breaching this By-law may be recovered by the Body Corporate from that Owner whether or not caused by their own actions or those of their Occupier or their Invitees.

9. LEAVING OF RUBBISH ON COMMON PROPERTY

- (a) Owners, Occupiers and their Invitees must not leave, throw or dispose of, or allow to be left, thrown or disposed of, any rubbish, grass clippings, garden waste, mulch, paper, refuse, cigarette butts, dirt, dust or other materials or substances on the Common Property.

- (b) Any damage or cost for cleaning or repair caused by an Owner or Occupier or their Invitees breaching this By-law may be recovered by the Body Corporate from that Owner whether or not caused by their own actions or those of their Occupier or their Invitees.

10. DAMAGE TO COMMON PROPERTY LANDSCAPING AND COMMON PROPERTY RETAINING WALLS

- (a) An Owner or Occupier must not, without the prior written approval of the Body Corporate:
 - (i) damage any lawn, grass, garden, tree, shrub, plant, flower, vegetation, native flora, or any other ground cover or any part of the landscaping on the Common Property;
 - (ii) injure, ring bark, cut down, top, lop, poison or destroy any tree, shrub, plant, flower, vegetation, native flora, or any other growing thing on any part of the Common Property;
 - (iii) partially or totally remove any lawn, garden, tree, shrub, plant, flower, vegetation, native flora, or any other ground cover or any other part of the landscaping on the Common Property;
 - (iv) use any part of the Common Property or the Scheme Land as a personal garden; or
 - (v) not do anything or cause anything to be done to affect the structural integrity of, or damage, destroy or remove whether partially or totally, any retaining wall constructed on the Common Property or the Scheme Land.
- (b) An approval under this By-law must state the period for which it is given.
- (c) The Body Corporate may cancel its approval given under this By-law by giving seven (7) days written notice to the Owner or Occupier for whom approval was given.
- (d) An Owner or Occupier must ensure that their Invitees do not damage any Common Property landscaping or retaining wall.
- (e) Any damage or cost for rectifying any damage caused by an Owner or Occupier or their Invitees breaching this By-law may be recovered by the Body Corporate from that Owner whether or not caused by their own actions or those of their Occupier or their Invitees.

11. BODY CORPORATE TO MAINTAIN COMMON PROPERTY LANDSCAPING, BIO-RETENTION BASIN AND RETAINING WALLS

- (a) The Body Corporate is responsible for maintaining the Common Property landscaping, bio-retention basin and retaining walls.
- (b) The Body Corporate:
 - (i) may at its sole discretion maintain a register of all lawns, grasses, trees, shrubs, plants, flowers, vegetation, native flora, other ground covers or any other landscaping on the Common Property;
 - (ii) must ensure that all landscaping on the Common Property including all trees, shrubs, grass and other ground covers are native Australian varieties particularly those indigenous to the locality and those included in the Development Approval;
 - (iii) must ensure that the bio-retention basin is routinely inspected and maintained to ensure that the basin is intact and functioning correctly; and
 - (iv) must ensure the Common Property retaining walls are kept and maintained in a sound structural condition at all times and that every 12 months a contractor to be engaged to review and confirm the retaining wall welding

12. RULES RELATING TO COMMON PROPERTY

- (a) The Body Corporate may from time to time make rules relating to the Common Property not inconsistent with these By-laws and the same must be observed by all Owners, Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

13. NUISANCE

- (a) Owners and Occupiers must not carry on any noxious or offensive trade or activity on any part of their Lot, in their Dwelling, on the Common Property or the Scheme Land nor may anything be done which may be, or may become, an annoyance or nuisance to another Owner or Occupier or any person lawfully using the Common Property or the Scheme Land or which may be likely to interfere with the quiet enjoyment of another Owner or Occupier or which in any way increases the rate of Body Corporate insurance in respect of the Scheme Land.

14. BEHAVIOUR OF INVITEES

- (a) All Owners and Occupiers must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or of any person lawfully using the Common Property or the Scheme Land.
- (b) A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by either the Body Corporate, the Body Corporate Representative, the Body Corporate Manager or a member of the police force.
- (c) An Owner or Occupier will be liable to compensate the Body Corporate in respect of all damage to any part of the Common Property or the Scheme Land or personal property vested in it caused by the behaviour of that Owner or Occupier's Invitees.
- (d) An Owner of a Dwelling which is the subject of a lease, licence or rent agreement must take all reasonable steps, including any action available to them under any such lease, licence or rent agreement, to ensure that any lessee, licensee, tenant or other occupier of the Dwelling or their Invitees comply with the provisions of these By-laws.
- (e) Where the Body Corporate spends money to make good damage caused by a breach of the Act or of these By-laws by an Owner or Occupier's Invitees the Body Corporate will be entitled to recover the amount so spent as a debt in any action in a court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

15. USE OF DWELLINGS AND LOTS

- (a) An Owner or Occupier must not use their Dwelling which is inconsistent with the Local Authority planning scheme, the Local Authority zoning or the Development Approval.
- (b) An Owner must not cause or allow any Building Works to be undertaken on their Lot which are inconsistent with the Development Approval, the Local Authority planning scheme or these By-laws.
- (c) All Dwellings are to be used as private residences and are not to be used for any unlawful purpose or for any purpose that may cause a nuisance or hazard, or for any illegal, criminal or immoral purpose, or for any other purpose that may endanger the safety or good reputation of any person residing in the Scheme.
- (d) An Owner must not allow any temporary structure to be constructed or placed on their Lot at any time other than during the carrying out of any Building Works on their Lot.
- (e) An Owner may lease, licence or rent their Dwelling only if:
 - (i) a written and signed lease, licence or tenancy agreement is in place; and
 - (ii) the lease, licence or tenancy agreement obliges that lessee, licensee or tenant and their invitees to comply with these By-laws; and
 - (iii) they are responsible for ensuring compliance with the lease, licence or tenancy agreement generally but more particularly as it relates to compliance with these By-laws.
- (f) An Owner or Occupier must:
 - (i) observe all requirements of the Local Authority planning scheme and the Local Authority in connection with the use of their Dwelling and their Lot;
 - (ii) comply with the provisions of the Act in respect of maintenance and repair of their Dwelling;

- (iii) allow the Body Corporate, the Body Corporate Manager or the Body Corporate Representative and its contractors access to their Lot in the manner and in the circumstances provided for under the Act, including for the purpose of allowing the Body Corporate to exercise its rights under these By-laws. Such entry and access will not constitute trespass and the Owner or Occupier concerned must not make any claim against the Body Corporate arising from such entry or access;
- (iv) not impede the Body Corporate in the exercise of any of its duties and functions under the Act and Regulation Module; and
- (v) not cause disturbance or nuisance to any other Owner or Occupier or any other person lawfully using the Common Property or the Scheme Land.

16. GARBAGE DISPOSAL

- (a) An Owner or Occupier must:
 - (i) except where the Body Corporate provides some other means of communal garbage disposal, maintain within their Lot, in a clean, dry and tidy condition, a garbage bin and a recycle bin for the disposal of household rubbish, to be kept out of view of other Owners and Occupiers and any person lawfully using the Common Property or the Scheme Land;
 - (ii) at all times keep the proper lid on each of the garbage and recycle bins except when the lid is removed to deposit garbage into it, to have its contents removed, or to clean it;
 - (iii) not place or cause to be placed in either the garbage or recycle bin any refuse or other thing which is a flammable substance, aflame, smouldering, alive or not garbage;
 - (iv) ensure that the garbage and recycle bins are not overloaded to more than the maximum weight stated;
 - (v) at all times protect garbage deposited into the garbage or recycle bin against the attraction of flies, vermin, insects and animals;
 - (vi) place their garbage bin and recycle bin on the roadside kerb within the Scheme Land on the scheduled rubbish collection days and return their garbage bin and recycle bin to their Lot, within 24 hours of collection;
 - (vii) ensure that they do not, in disposing of their garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers or any person lawfully using the Common Property or the Scheme Land;
 - (viii) comply with all Local Authority by-laws and the *Environmental Protection Act 1994* (Qld) about the collection and disposal of garbage and recycling of materials;
 - (ix) comply with any reasonable directions issued by the Body Corporate, the Committee or the Body Corporate Manager in relation to garbage disposal, the proper and efficient use of garbage bins and recycle bins that are provided by either the Body Corporate or the Local Authority for use by all Owners and Occupiers and the placement of garbage bins and recycle bins by all Owners and Occupiers on the scheduled rubbish collection days; and
 - (x) ensure that rubbish collection vehicles have unobstructed access to the Common Property, roads and turning circles on the scheduled collection days.
- (b) In the event the Body Corporate provides an area within the Common Property for the provision of cluster garbage bins and recycle bins to be used by all Owners and Occupiers then such area must be adequately screened so as not to be visible to any person lawfully using the Common Property or the Scheme Land.

17. LOT MAINTENANCE AND APPEARANCE AND MAINTENANCE OF DWELLINGS

- (a) An Owner or Occupier is responsible, at their own cost, for the appearance, maintenance, repair and upkeep of their Dwelling and any other improvements on their Lot and any alterations which may be made from time to time.
- (b) An Owner or Occupier must, at their own cost:

- (i) ensure that their Dwelling and any other improvements and their Lot is kept and maintained so as not to be offensive in appearance to other Owners or Occupiers or any person lawfully using the Common Property or the Scheme Land;
 - (ii) maintain their Lot in a clean and tidy condition and not allow rubbish to accumulate on their Lot to the extent it becomes unsightly to another Owner or Occupier or any person lawfully using the Common Property or the Scheme Land;
 - (iii) keep windows and plate glass in their Dwelling clean and promptly replace any broken or cracked glass with new glass of the same kind;
 - (iv) take all practical steps to prevent their Lot from infestation by vermin; and
 - (v) regularly maintain lawns and gardens within their Lot, and their Lot boundary and the road kerb, including, but not limited to, keeping landscaping irrigated (to the extent that it is lawfully permitted to do so) and in a neat and healthy state, not allow weeds to accumulate and regularly mow the lawn so that it does not become untidy.
- (c) The Body Corporate may give written notice to an Owner or Occupier requiring that their Lot be put in a state of good condition and repair and if such notice is not complied with by that Owner or Occupier then the Body Corporate may, in its absolute discretion, cause that Owner or Occupier's obligations under this By-law to be carried out in accordance with the notice and that Owner or Occupier must pay the costs incurred or payable by the Body Corporate on demand.
- (d) An Owner or Occupier must allow the Body Corporate, the Body Corporate Manager or the Body Corporate Representative and its contractors access to their Lot at all reasonable times for the purpose of inspecting and carrying out works under this By-law provided that the Body Corporate first gives that Owner or Occupier reasonable notice of its intention to enter upon their Lot to carry out such works. Such entry and access will not constitute trespass and the Owner or Occupier concerned must not make any claim against the Body Corporate arising from such entry or access.
- (e) An Owner or Occupier must also ensure:
- (i) all external lighting used to illuminate any area of their Dwelling or Lot is angled or shaded in such a manner so that light does not directly illuminate onto any nearby Lot, the Common Property or any neighbouring properties;
 - (ii) a clothesline is positioned to the side or rear of their Dwelling and must be screened from view by other Owners or Occupiers or any person lawfully using the Common Property or the Scheme Land;
 - (iii) all recreation and play equipment is only put, placed or constructed in the back or side yard of their Lot and must be screened out of view of another Lot or a person lawfully using the Common Property or the Scheme Land. No basketball hoops are to be permanently placed at the front of their Lot or where they may cause a nuisance or danger to another Owner or Occupier or any person lawfully using the Common Property or any part of the Scheme Land;
 - (iv) any external wireless, television aerial/antennae, satellite or cable television dish, transmitting dish or booster is erected to the roof of their Dwelling only and must be unobtrusive, not exceed a height of three (3) metres above the roofline and be installed by a qualified tradesperson. The diameter of any satellite, cable or transmitting dish must not exceed one (1) metre;
 - (v) solar panels are installed to the roof of their Dwelling only, are integrated with the roof design, meet Australian standards and are installed by an accredited installer; and
 - (vi) any skip bin placed on their Lot does not remain on their Lot in excess of two (2) weeks unless their Lot is undergoing Building Works.
- (f) An Owner or Occupier is responsible, at their own cost, for the connection of all Utilities to their Lot and their Dwelling, to pay for all Utilities accounts, and for any damage caused to, and for the maintenance and repair of, those Utilities and the Utility Infrastructure within the boundaries of their Lot. An Owner or Occupier will be responsible for the cost of repairing all damage caused to any Utility Infrastructure located outside their Lot boundaries which has occurred because of any unauthorised digging by that Owner or Occupier.
- (g) An Owner or Occupier must not, without the Body Corporate's prior written approval, display a sign, advertisement, placard, banner, pamphlet or similar article on their Lot if it is visible from another Lot, the Common Property or from outside the Scheme Land except a sign offering the Lot for sale or lease provided that the sign does not detract from

the overall appearance of the Scheme. The Owner or Occupier authorises the Body Corporate, the Body Corporate Manager or the Body Corporate Representative and its contractors access to their Lot at all reasonable times for the purpose of removing a sign to which Body Corporate approval has not been granted. Any costs incurred by the Body Corporate in removing such sign may be recovered by the Body Corporate from the Owner or Occupier concerned. Such entry and access will not constitute trespass and the Owner or Occupier concerned must not make any claim against the Body Corporate arising from such entry or access.

18. ALTERATIONS TO THE EXTERIOR OF A DWELLING OR ADDITIONAL IMPROVEMENTS ON A LOT

- (a) An Owner or Occupier must not, without the prior written approval of the Body Corporate, make a substantial change to the external appearance of their Dwelling, or construct additional improvements on their Lot, unless the change is minor and does not detract from the amenity of the Scheme and its overall surrounds. For the purpose of this By-law, 'substantial change' includes, but is not limited to, extension, enclosure, fencing, patio area, decking, balcony, terrace, pergola, gazebo, garden shed, work shed, storage shed, greenhouse, garage, carport, retaining wall, screening wall, swimming pool or spa (in-ground or above-ground), tennis court, water tank or any other external structure or outbuilding of a similar nature.
- (b) For the purpose of this By-law, the Body Corporate must not unreasonably withhold consent provided the substantial change does not detract from the overall amenity and appearance of the Dwelling and the Scheme and when constructed will present an aesthetic appearance when viewed by another Owner or Occupier or any person lawfully using the Common Property or the Scheme Land. The Body Corporate must ensure that a decision is given promptly to the Owner or Occupier concerned and in any event no later than twenty one (21) days after it receives a request for approval by an Owner or Occupier under this By-law.
- (c) An Owner or Occupier must apply in writing to the Body Corporate for approval under this By-law and provide the Body Corporate with copies of plans, drawings, specifications and certifications outlining the proposed substantial change.
- (d) Any costs associated with the Body Corporate granting approval under this By-law must be paid by the Owner or Occupier concerned.
- (e) It is the responsibility of the Owner or Occupier concerned to identify and comply with all building requirements of the Local Authority when undertaking any substantial change and where necessary that Owner or Occupier must obtain, at their own cost, all necessary building approvals from the Local Authority and provide copies of all building approvals to the Body Corporate together with copies of final building inspection certificates issued by the Local Authority or a private certifier.
- (f) An Owner or Occupier seeking approval to a substantial change must comply with By-law 32 as if the building works referred to in that By-law were the substantial change building works.
- (g) Any substantial change constructed by an Owner or Occupier without first obtaining the approval of the Body Corporate, or where necessary the approval of the Local Authority, will constitute a breach of these By-laws.

19. LANDSCAPING WITHIN LOT BOUNDARIES

- (a) An Owner or Occupier must ensure:
 - (i) all trees, shrubs, plants, flowers, vegetation, grass and other ground covers used within their Lot are native Australian varieties particularly those indigenous to the locality and those included in the Development Approval;
 - (ii) the vegetation within their Lot is maintained in a sturdy and healthy condition with dead and diseased trees, shrubs, plants, flowers, grass and ground covers removed and replaced as soon as practicable with suitable substitute plantings;
 - (iii) any vegetation within their Lot that is removed or damaged as a result of any Building Works is replaced as soon as practicable with suitable substitute plantings;
 - (iv) any vegetation removed from their Lot is removed and disposed of at their own cost and is not placed on any other Lot, the Common Property or any part of the Scheme Land; and
 - (v) if existing vegetation or other soil fill is removed by them or their tradesmen, builders or contractors and placed on any other Lot, the Common Property or any part of the Scheme Land, then the Body Corporate will be entitled

to arrange for its removal and the costs incurred by the Body Corporate for such removal may be recovered by the Body Corporate from that Owner.

- (b) Landscaping controls may be enforced by the Body Corporate. The Body Corporate may give written notice to an Owner or Occupier to maintain or improve the quality of their landscaping (and replant where necessary) if, in the opinion of the Body Corporate, the landscaping on a Lot is not being well maintained, or has been planted with a tree, shrub, plant, flower, vegetation, grass or other ground cover which is not an Australian native or which has not been included in the Development Approval. If such notice is not complied with by that Owner or Occupier then the Body Corporate may, in its absolute discretion, cause that Owner or Occupier's obligations under this By-law to be carried out in accordance with the notice and that Owner or Occupier must pay the costs incurred or payable by the Body Corporate on demand. An Owner or Occupier must allow the Body Corporate, the Body Corporate Manager or the Body Corporate Representative and its contractors access to their Lot at all reasonable times for the purpose of carrying out works under this By-law provided that the Body Corporate first gives that Owner or Occupier reasonable notice of its intention to enter upon their Lot to carry out such works. Such entry and access will not constitute trespass and the Owner or Occupier concerned must not make any claim against the Body Corporate arising from such entry or access.

20. KEEPING OF ANIMALS

- (a) An Owner or Occupier may keep a domestic pet provided:
- (i) they comply with the provisions of the Local Authority local laws relating to the keeping of animals and animal management;
 - (ii) they comply with the registration requirements of the Local Authority and the *Animal Management Act (Cat and Dog) Act 2008* (Qld);
 - (iii) the animal is kept inside their Dwelling or within a suitably fenced area on their Lot which is capable of effectively and comfortably housing the animal given the species and breed of the animal;
 - (iv) the animal is kept on a leash when it is leaving or entering their Lot or traversing the Common Property or any part of the Scheme Land;
 - (v) they clean up any mess caused by the animal on the Common Property or any part of the Scheme Land; and
 - (vi) they ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the peace and enjoyment of any other Owner or Occupier or any person lawfully using the Common Property or the Scheme Land.
- (b) An Owner or Occupier who permits an Invitee to bring an animal on to their Lot or the Common Property must ensure their Invitee complies with this By-law.
- (c) If an Owner or Occupier or their Invitee does not clean up any mess caused by their animal then the Body Corporate will be entitled to do so and the costs incurred by the Body Corporate may be recovered from that Owner.
- (d) The Body Corporate is at liberty to investigate any justifiable complaints it may receive from any person in relation to the keeping of an animal by an Owner or Occupier and it may take any action it considers necessary after consideration is given to the:
- (i) the amenity and safety of other Owners and Occupiers; and
 - (ii) the Local Authority and state laws relating to the keeping of animals and animal management.
- (e) For the purpose of this By-law, a domestic pet means an animal that a reasonable person would keep as a pet in a residence and which can be lawfully kept in a residential area or in the area within which the Scheme is located.
- (f) No commercial breeding of animals is permitted on the Scheme Land at any time.

21. INSURANCE

- (a) All Owners and Occupiers are responsible, at their own cost, to insure their Dwelling, their contents and any other improvements on their Lot as well as take out public liability insurance.

- (b) Where any part of a Common Property retaining wall traverses a Lot, then that Lot Owner is responsible, at their own cost, to insure that part of the retaining wall.
- (c) The Body Corporate must effect and maintain insurance for the Common Property as required under the Act. The Body Corporate may levy Owners from time to time for funds to pay insurance premiums.
- (d) An Owner or Occupier must not bring, do, or keep anything in their Dwelling or upon their Lot which may increase the premiums payable in respect of the Body Corporate insurance nor which may be contrary to the terms of any insurance policy they are required to maintain or which is maintained from time to time by the Body Corporate or which may be contrary to any act, regulation or by-law (federal, state, local or other Authority).
- (e) The Body Corporate may establish a voluntary insurance scheme in accordance with s204 of the Body Corporate and Community Management (Standard Module) Regulation 2020 (Qld).

22. DEVELOPER'S RIGHTS

- (a) Whilst the Developer (and any person to whom the Developer assigns its rights under this By-law) remains an Owner in the Scheme, the Developer and its employees, officers, servants, agents, surveyors, engineers, consultants, contractors and those authorised by it will be entitled to:
 - (i) use any signs, advertising or display material in or about the Lots, the Common Property or the Scheme Land as it thinks fit;
 - (ii) bring upon the Scheme Land any machinery, tools, equipment, vehicles, workmen, surveyors, engineers and consultants to complete the development of the Scheme and to facilitate the carrying out of the Facilities and no objection will be made by any Owner or Occupier as to noise, nuisance or other inconvenience which might arise from that; and
 - (iii) use the Common Property, a Lot or any part of the Scheme Land for the purpose of storing building materials, vehicles, equipment or fill.
- (b) In exercising its rights under this By-law, the Developer will use reasonable endeavours to prevent undue interference with the use and enjoyment by Owners and Occupiers of their Lots and the Common Property and will make good any damage it causes to the Common Property within a reasonable time after it completes the use of the Common Property.
- (c) All Owners and Occupiers and their Invitees must comply with the reasonable directions of the Developer (and persons authorised by it) and, in particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.
- (d) The Developer is not liable under any circumstance to construct or contribute to the construction of any dividing fence and the Owner of any Lot adjoining a Lot owned by the Developer will be solely liable for the cost of constructing any dividing fence between those Lots.

23. BODY CORPORATE RIGHTS ABOUT FACILITIES AND UTILITY INFRASTRUCTURE TO COMMON PROPERTY

- (a) Where the Body Corporate enters into agreements with service contractors for the provision of Facilities for the Scheme the Body Corporate may allocate areas of the Common Property in respect of the provision of those Facilities.
- (b) Any subcontractors engaged by the Body Corporate in respect of this By-law shall be entitled to an occupation authority pursuant to the Regulation Module whereby such person is given the non-exclusive right to use those parts of the Common Property from time to time to perform obligations under the relevant engagements to operate as a service contractor.
- (c) An Owner or Occupier must give the Body Corporate prompt notice of any damage to, defect or disrepair of Utility Infrastructure on the Common Property which comes to their knowledge or attention.
- (d) Utility Infrastructure on the Common Property must not be used for any purpose other than those for which they were constructed. No sweepings, rubbish or other unsuitable substances are to be deposited in them. The cost of rectifying any damage or unblocking resulting from misuse or negligence must be borne by the Owner concerned whether or not caused by their own actions or those of their Occupier or their Invitees.
- (e) The Body Corporate may restrict access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of the Facilities.

- (f) The Body Corporate may keep locked (unless there is a legal requirement to the contrary) any part of the Common Property used for:
- (i) electrical substations or control panels;
 - (ii) fire service control panels;
 - (iii) telephone exchanges; and
 - (iv) other Utilities and services to the Lots or the Common Property.

24. POWER OF THE BODY CORPORATE TO ENTER INTO AGREEMENTS FOR THE SCHEME

- (a) Subject to the Act, the Body Corporate has the power and function to negotiate and enter into agreements, deeds or arrangements with any third party on such terms as it may decide in its sole discretion including, but not limited to:
- (i) an agreement for the management of the Body Corporate including appointing a Body Corporate Manager and carrying out tasks involving the duties of the secretary and the treasurer;
 - (ii) an agreement with the Developer concerning the recording of the first Community Management Statement or any new Community Management Statement;
 - (iii) an agreement with any party concerning the Facilities on the Common Property;
 - (iv) an agreement for the provision of any Utilities Infrastructure on the Common Property;
 - (v) an agreement with an electricity or energy supplier;
 - (vi) service facility agreements;
 - (vii) contractor agreements;
 - (viii) an agreement with any cable television, satellite television, broadband, or telephone service provider;
 - (ix) agreements with the Local Authority to operate Utility Infrastructure;
 - (x) maintenance of any security systems on or crossing the Common Property; and
 - (xi) deeds and agreements to vary any of the agreements referred to above.

25. POWER OF THE BODY CORPORATE TO GRANT LICENCES

- (a) The Body Corporate shall have the power to enter into licence agreements in respect of the Common Property with such persons, on such terms and conditions for such periods and for such fee or remuneration, as the Body Corporate may determine in its absolute discretion from time to time.
- (b) For the purpose of this By-law, the Body Corporate may enter into and execute under seal any agreements evidencing the grant referred to in this By-law and any ancillary documents relating to those agreements or any amendments, variations or assignments of those agreements.
- (c) The Body Corporate may approve and ratify any agreements evidencing the grant of the rights referred to in this By-law and any ancillary documents relating to those agreements or any amendments, variations or assignments of those agreements which may be entered into by the Body Corporate prior to the date on which this By-law was registered by Titles Queensland.

26. RECOVERY OF COSTS AND LEVIES BY THE BODY CORPORATE FROM AN OWNER

- (a) The Body Corporate may charge and recover interest calculated at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

- (b) Where the Body Corporate expends money to make good damage caused or penalties imposed by a breach of the Act or these By-laws by an Owner, Occupier or their Invitees, the Body Corporate will be entitled to recover the amount expended as a debt due from that Owner at the time when the breach occurred.
- (c) The Body Corporate may include any costs payable to it under this By-law by an Owner on that Owner's contribution account or certificate issued in accordance with the Act including, but not limited to, unpaid insurance premiums taken out by the Body Corporate.
- (d) If an Owner fails to pay any costs upon demand then the Body Corporate:
 - (i) may take action for the recovery of those costs in a court of competent jurisdiction; and/or
 - (ii) enter such costs and expenses against the contribution account of the Owner concerned.
- (e) An Owner must pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs) which amount shall be deemed to be a liquidated debt due in recovering all and any levies or monies levied upon such Owner by the Body Corporate pursuant to the Act as well as legal or other proceedings concluded by way of settlement or court determination in favour of the Body Corporate taken by or against that Owner.
- (f) For the purposes of this By-law, reference to an Owner includes a reference to a mortgagee in possession.

27. OWNERS AND OCCUPIERS TO NOTIFY BODY CORPORATE

- (a) An Owner or Occupier must promptly notify the Body Corporate of any infectious disease affecting them, their Invitees, their Dwelling or their Lot which may require notification by virtue of any statute, regulation or ordinance by:
 - (i) giving written notice to the Body Corporate informing it of that fact and providing any other information relative to the disease; and
 - (ii) pay to the Body Corporate the expense of disinfecting any part of the Common Property or the Scheme Land which may be rendered to be affected as a result of such disease.
- (b) An Owner or Occupier must:
 - (i) give written notice to the Body Corporate of any accident on the Common Property which:
 - (A) occurs on, or arises out of, or relates to, the Common Property;
 - (B) involves the Invitee of an Owner or Occupier; or
 - (C) involves an Owner or Occupier,
 - (ii) include in the notice all details required by an insurer; and
 - (iii) assist with any insurance claim arising out of an accident as reasonably required.

28. TRADESMEN AND CONTRACTORS

- (a) An Owner or Occupier must not directly instruct any tradesman or contractor employed or appointed by the Body Corporate unless specifically authorised by the Body Corporate to do so.

29. NOTICES TO BE OBSERVED

- (a) An Owner or Occupier and their Invitees must observe the terms of any notice displayed on any part of the Common Property by the Body Corporate, the Body Corporate Manager, the Body Corporate Representative, the Local Authority or any other Agency.

30. CORRESPONDENCE AND REQUESTS TO THE BODY CORPORATE

- (a) All communications, complaints, requests and applications to the Body Corporate or its Committee must be addressed in writing to the secretary of the Body Corporate or the Body Corporate Manager.

31. SEVERABILITY

(a) If it is held by any court of competent jurisdiction that:

- (i) any part of these By-laws is void, voidable, illegal, unenforceable or ultra vires; or
- (ii) these By-laws would be void, voidable, illegal, unenforceable or ultra vires unless any part of these By-laws were severed,

then that part will be severable from and will not affect the continued operation of the remainder of these By-laws.

32. BUILDING WORKS TO BE UNDERTAKEN ON A LOT – APPROVAL AND OPERATIONAL PROCEDURES

(a) It is the responsibility of each Owner when undertaking Building Works on their Lot to:

- (i) comply with the Local Authority planning scheme;
- (ii) comply with the Development Approval;
- (iii) identify and comply with building and plumbing requirements of the Local Authority;
- (iv) make their own investigations to satisfy themselves as to the suitability of footings, foundations and the proposed construction given the nature of the Lot and the requirements of the Local Authority, the Local Authority planning scheme and the Development Approval;
- (v) first obtain written approval from the Body Corporate before submitting any building application to the Local Authority of their proposed Building Works including copies of all building plans, drawings, specifications and certifications outlining the proposed Building Works (fully dimensioned and accurately drawn to scale) and also include, but not limited to:
 - (A) the cut and fill detail;
 - (B) floor, site, drainage and landscape plans;
 - (C) the setback controls;
 - (D) Dwelling elevations;
 - (E) the Lot Designated Parking Area;
 - (F) the Lot Visitor Parking Area;
 - (G) external colour schemes, materials and design details for the Dwelling, fences, retaining walls and any other improvements;
 - (H) details of the vegetation to be cleared, retained and to be planted; and
 - (I) details of stormwater discharge, disposal and drainage;
- (vi) seek and obtain all necessary Local Authority building approvals only after Body Corporate approval has been given to the proposed Building Works;
- (vii) if the Local Authority requires any changes to the proposed Building Works after Body Corporate approval has been given then details of those changes are to be given to the Body Corporate;
- (viii) provide copies of Local Authority building approvals to the Body Corporate;
- (ix) not undertake any Building Works until approval has been obtained from both the Body Corporate and Local Authority;

- (x) not change any of the proposed Building Works once Body Corporate and Local Authority building approval has been given;
 - (xi) carry out Building Works in accordance with Local Authority building approval;
 - (xii) engage their own surveyors, engineers, draftsmen, architects, builders, subcontractors (including, but not limited to, concreters, electricians, plumbers, carpenters, cabinetmakers, carpet layers, tilers, water proofers, window and shower screen installers and landscapers) and tradesmen to construct Building Works;
 - (xiii) provide to the Body Corporate copies of builders' insurance policies in respect of all Building Works and the terms of any contract with a builder or service contractor in respect of such Building Works if requested by the Body Corporate;
 - (xiv) keep the Body Corporate informed as to the progress of Building Works and respond to requests for information from the Body Corporate promptly if requested by the Body Corporate;
 - (xv) ensure Building Works are not left incomplete or without substantial work being carried out for a period longer than three (3) months;
 - (xvi) notify the Body Corporate once Building Works have been completed;
 - (xvii) obtain a final building certificate from the Local Authority or a private certifier and provide a copy to the Body Corporate whereupon the Body Corporate may elect to conduct a final inspection of the completed Building Works; and
 - (xviii) cause their builders and contractors to remove their signs (of any nature) after a final building certificate has been issued or on occupancy by the Owner or an Occupier whichever occurs first. Otherwise failure to remove signage will result in the sign being removed by the Body Corporate at that Owner's expense.
- (b) The Owner is responsible to ensure all Building Works on their Lot are completed within nine (9) months from the commencement of construction and any driveways, pathways and landscaping must be completed within one (1) month of practical completion of their Dwelling.
 - (c) An Owner is solely responsible for payment of all costs and expenses associated with their Building Works.
 - (d) The Body Corporate must not unreasonably withhold consent to an Owner's application for approval for Building Works if those Building Works do not detract from the overall amenity and appearance of the Lot and its surrounds and when constructed will present an aesthetic appearance when viewed from another Lot, the Common Property or any other part of the Scheme Land. The Body Corporate must ensure that a decision is given promptly to the Owner and in any event no later than thirty (30) days after it receives a request for approval from an Owner and accompanying documents. Any costs associated with the Body Corporate granting approval to a Building Works application must be paid by that Owner.
 - (e) An Owner acknowledges that no approval granted by the Body Corporate will constitute any agreement or representation as to the adequacy, suitability or fitness of any submission and no reliance is to be placed on such approval. An Owner further acknowledges that the Body Corporate will not be in any way liable for loss or damage suffered as a consequence of reliance upon such approval or to any loss or damage suffered otherwise.
 - (f) An approval by the Body Corporate to any Building Works will not constitute any waiver or any right to approve conditionally or disapprove any similar Building Works subsequently or additionally submitted to the Body Corporate for approval.
 - (g) Lot Owners shall be responsible for all costs associated with the erection, cleaning, maintenance and replacement of any dividing fence on their Lot and associated fixtures and fittings. The Body Corporate will not be liable under any circumstance to construct or contribute to the cost of constructing any dividing fence between a Lot and the Common Property and an Owner will be solely liable for the cost of constructing a dividing fence between their Lot and the Common Property.

A. Site Conditions during Construction

- (a) A Lot must be maintained in a tidy, orderly and safe condition at all times during Building Works.

- (b) Portable toilets are to be provided by Owners at all times during Building Works on their Lot. The doors of these facilities are to face the Lot and the facilities are to be cleaned regularly or when required.
- (c) Construction materials on a Lot, including plant and equipment, must be located clear of another Lot, the Common Property and all roads, footpaths, pathways, drives and turning circles in the Scheme.
- (d) An Owner must ensure that:
 - (i) construction vehicle access to their Lot must be through Bantry Court only. Trucks and other heavy machinery used in construction must also only use this access point;
 - (ii) noise levels from construction work complies at all times with the requirements of the *Environmental Protection Act 1994*;
 - (iii) they do not allow the use of reticulated water for construction purposes while level 4 or higher water restrictions are in place within the City of Logan. Only recycled water obtained from the Local Authority sewerage treatment plant at Loganholme or any similar approved source must be used for construction purposes while Level 4 or higher water restrictions are in the place;
 - (iv) their builders, subcontractors and tradesmen provide suitable waste disposal bins (e.g. a rubbish skip) for the removal of building material debris and waste immediately upon commencing Building Works and are to be picked up and replaced when required. Building waste and construction material must not be allowed to accumulate, or blow onto, any road, pathway, footpath, drive, adjoining Lot, Common Property or any other part of the Scheme Land. The Body Corporate reserves the right to remove such rubbish at the Owner's expense;
 - (v) any damage to an area outside of their Lot must be advised immediately to the Body Corporate and that Owner must reinstate the damaged area to its former condition at their expense;
 - (vi) dirt, gravel or any other material from their Lot shall not be left on any road, pathway, footpath, drive, turning circle in the Scheme, any other Lot, the Common Property or any part of the Scheme Land;
 - (vii) soil, sand and other building materials must not be stockpiled on any road, footpath, pathway, drive, turning circle, another Lot, the Common Property or any part of the Scheme Land excluding their Lot. Excavated soil and other material must be removed from their Lot immediately and any soil being retained should be stockpiled in a single location within the boundaries of their Lot;
 - (viii) no earth fill is to be placed or stockpiled on any existing adjoining parkland or land required by the Local Authority as parkland unless otherwise approved by the Local Authority in writing;
 - (ix) an adjoining Lot or neighbouring property is not adversely affected with respect to a loss of privacy and safety (caused by the ability, for example, to look over boundary fences) and changes in the natural drainage pattern as a result of the Building Works;
 - (x) dust from their Lot must not be released into the environment such as to cause a nuisance. Where necessary, dust suppression works may be required on their Lot; and
 - (xi) silt traps and wind screening devices may be required to be installed on their Lot prior to Building Works commencing to prevent soil and building materials blowing onto another Lot or the Common Property and from washing into any watercourse, stormwater line, drainage line or adjacent land.

B. Erosion Control

- (a) An Owner must ensure that:
 - (i) all practical steps are undertaken to minimise the occurrence of soil erosion during Building Works on their Lot; and
 - (ii) erosion control measures for their Lot are designed and implemented to minimise soil movement and to minimise silt loads entering stormwater or drainage lines and any watercourse whether or not situated on the Scheme Land; and

- (iii) temporary drainage works including silt traps are constructed on sloping ground on their Lot or near watercourses, whether or not situated on the Scheme Land, prior to any surface disturbance on their Lot; and
- (iv) particular attention must be paid to reducing erosion at any watercourse crossings, whether or not situated on the Scheme Land, and to minimise bed and bank disturbance.

C. Letterbox

- (a) Unless otherwise provided by the Body Corporate, Owners must provide a letterbox for their Lot which clearly identifies their Lot (or street) number and is located as close as possible to the footpath, driveway or road boundary of their Lot with the opening of the letterbox facing onto the footpath or road for ease of access by Australia Post. An Owner or Occupier must regularly clear their letterbox.
- (b) If the Body Corporate provides a separate letter box for each Owner or Occupier, then those Scheme letter boxes must be provided for in the Common Property. The Body Corporate will be responsible for the maintenance of the Scheme letter boxes and must ensure that each letter box clearly identifies each Lot number in the Scheme. Owners and Occupiers must regularly clear their letter box.

D. Occupancy

- (a) An Owner must not allow their Dwelling on their Lot to be occupied by any person until all Local Authority and statutory inspections have been completed and a final building certificate has been issued by the Local Authority or a private certifier.

33. MAINTENANCE OF STORMWATER MANAGEMENT DEVICES AND INFRASTRUCTURE

- (a) The Body Corporate must comply with any detailed stormwater quality management plan (DSQMP) which must be prepared by a registered professional engineer Queensland specialising in stormwater and which has been developed in accordance with Planning Scheme Policy 5 – Infrastructure which must outline the proposed long term operational management and maintenance requirements of the stormwater system on site. The operational management and maintenance plan (OMMP) must include a plan showing the location of the individual components of the system. Any DSQMP and OMMP must be approved by the Local Authority.
- (b) The Body Corporate must implement the approved DSQMP and the OMMP in perpetuity and must maintain:
 - (i) copies of the most recent approved amendment of the DSQMP and OMMP; and
 - (ii) inspection records at the frequency recommended in the manufacturer's specifications or as otherwise determined by the Local Authority. Inspection records must be available to the Local Authority on written request.
- (c) The Body Corporate may make all necessary improvements immediately upon becoming aware of any deficiencies in the treatment measures detailed in the DSQMP and the OMMP.

34. MAINTENANCE OF SEWAGE PUMPING STATION

- (a) The Body Corporate is responsible for the operation and maintenance of the sewage pumping station on the Scheme Land which services all Lots.
- (b) The Body Corporate must implement a routine maintenance program as recommenced in the manufacturer's specifications and operation manuals or otherwise determined by the Local Authority including, but not limited to:
 - (i) adjusting start level to give a minimum of one start per day under normal operating conditions, with a maximum of 10 starts per hour continuous. Set high-level alarm float 100mm above start switch;
 - (ii) cleaning the tank with a hand-held hose regularly;
 - (iii) checking the pump and alarm operation regularly;
 - (iv) in high grease applications, the tank should be degreased on a regular basis by a waste removal contractor;

- (v) checking the pumping station and connection manhole is fitted with gas tight lids in accordance with South East Queensland water requirements and the Local Authority plumbing and drainage requirements to prevent release of odour;
- (vi) the pump to be removed for service on approximately a 12 month cycle; and
- (vii) any noise and odour are to be mitigated in accordance with the Odour and Noise Assessment – Proposed Sewer Infrastructure – 132-134 Logan Street, Eagleby, prepared by Air Noise Environment dated 3 August 2017.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
-------------------	--

1. Services Location Diagram

Service easements as defined in the Act are present on the Scheme Land. The approximate location of these service easements are as shown on the Services Location Diagram which is attached and marked 'A'.

2. Statutory Easements

Each Lot and Common Property in the Scheme is affected by the following statutory easements having regard to the relative positioning of the Lots and the Common Property in respect of each other, has the benefit and the burden of:

- (a) easement for lateral or subjacent support under s115N of the *Land Title Act 1994* (Qld);
- (b) easement for utility services and utility infrastructure in accordance with s115O of the *Land Title Act 1994* (Qld);
- (c) easement for utility services and utility infrastructure in accordance with s115P of the *Land Title Act 1994* (Qld);
- (d) easement for shelter in accordance with s115Q of the *Land Title Act 1994* (Qld);
- (e) easement for projections in accordance with s115R of the *Land Title Act 1994* (Qld); and
- (f) easement for maintenance of building close to boundary in accordance with s115S of the *Land Title Act 1994* (Qld).

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
-------------------	---

Not Applicable

SERVICES LOCATION DIAGRAM

Service Location Diagram: to be inserted on final survey and prior to survey plan and community management statement being lodged with council for sealing