

Please Read!

## Body Corporate By Laws

The Koko by-laws are an important reference for apartment owners and residents. Included below is the initial set of by-laws for your information. However, please note that you should always refer to the official documentation as the information below is not the official document and is subject to alteration.

The By-laws for Koko Apartments Community Titles Scheme are set out in this Schedule C:

### By-Law 1 - Definitions and Interpretations

#### 1.1 Definitions

In these By-laws:

- (1) Act means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) Air Conditioning Equipment means Service Infrastructure and other plant and equipment providing air-conditioning for a Lot;
- (3) Approval means approval DRS/USE/H02-811611 issued by the Assessing Authority on 14 July 2004;
- (4) Body Corporate means the body corporate for the Scheme;
- (5) Body Corporate Asset means a body corporate asset for the Scheme;
- (6) Building means the buildings, or parts of buildings, on or comprising the Scheme land;
- (7) Building Identification Items means any art feature or existing feature of the exterior face of the Building and any device identifying the Building;
- (8) Building Works means:
  - (a) Service Works; and
  - (b) Works;
- (9) Committee means the committee for the Body Corporate;
- (10) Common Property means the common property for the Scheme;
- (11) Costs means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (12) Defaulting Owner means an Owner who fails to comply with its Obligations under these By-laws;
- (13) Developer means the original owner for the Scheme and includes any successor in title to the original owner that undertakes Development of the Scheme land;
- (14) Development means all activities defined as development under the Integrated Planning Act 1997 conducted or undertaken in connection with the Scheme land and includes:
  - (a) the development indicated or referred to in Schedule B (if any);
  - (b) Building Works;
  - (c) Excavation, filling or landscaping; or
  - (d) Installation of Service Infrastructure and Services.

- (15) Development Approval means development approvals and permits issued by the Assessing Authority or any other consent, authority, permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for Development and includes any approval (as defined) that replaces, varies or modifies an approval (as defined);
- (16) Facilities means facilities or amenities for the Scheme and includes:
- (a) the swimming pool; and
  - (b) the exercise pavilion;
- (17) Government Agency means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
  - (b) a department, commission, authority, tribunal, agency or entity;
  - (c) commonwealth, state territory or local;
- but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;
- (18) Improvements means:
- (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
  - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (19) Invitees means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- (20) IPA means the Integrated Planning Act 1997;
- (21) Local Government means the local government for the area in which the Scheme is located;
- (22) Lot means a lot that is part of the Scheme;
- (23) Manager's Lot means the lot in the Scheme owned or controlled by the entity that has entered into the agreement with the Body Corporate to perform caretaking services and who is authorised to offer letting functions;
- (24) Obligation means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability;
- (25) Owner means the registered owner of a Lot and includes the Owner's Invitees.
- (26) Requirement means any requirement or authorisation of any Government Agency necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by law and the Approval or another applicable Development Approval;
- (27) Right includes any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;
- (28) Scheme means the Koko Apartments Community Titles Scheme;
- (29) Service Infrastructure means any infrastructure for the provision of Services to the Scheme land;
- (30) Services means all gas, electricity, telephone, water (including hot water), sewerage, drainage, fire prevention, ventilation, air conditioning, hydraulic elevator, garbage disposal system, security systems, communications systems and all other services or systems provided in the Scheme or available for a Lot;

(31) Service Works means inspection, maintenance, modification, repair, replacement or other dealings with Service Infrastructure required to ensure the continuing supply of Services;

(32) Structural Elements means all supporting columns, walls, concrete slabs, foundations and footings and other building elements associated with the structural integrity of a Building that provide support or shelter for, or require support or shelter from any Lot or the Common Property; and

(33) Works means:

(a) works for Development (including Building Works);

(b) works for maintenance, repair, renewal and replacement of Common Property and Structural Elements; and

(c) works required in connection with any reconstruction, restoration and refurbishment of any part of a Building including any Lot

## 1.2 Interpretations

(1) Reference to:

(a) the singular includes the plural and the plural includes the singular;

(b) a person means a person bound by these By laws and includes a body corporate, an unincorporated association or an authority; and

(c) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:

(i) that Statutory Provision as amended or re enacted from time to time; and

(ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.

(2) "Including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings are for convenience only and do not form part of these By laws or affect interpretation.

(5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By laws.

## By-Law 2 - Obstruction of Common Property

2.1 An Owner must not obstruct lawful use of the Common Property by another person and, without limitation, obstruct access:

(1) to the Common Property or any Body Corporate Asset; or

(2) under any easement giving access to a Lot or the Common Property.

## By-Law 3 - Use of Common Property

3.1 An Owner must:

(1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;

(2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and

(3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

3.2 The Approval requires that the landscaped court area, swimming pool, swimming pool surrounds, landscaped/paved area, internal footpaths/pedestrian circulation routes and waste storage area as shown on the approved plans to the Approval must remain Common Property in accordance with the Requirements of the Local Government under the Approval and shall not be designated for the exclusive use of any unit.

By-Law 4 - Improvements to Common Property

4.1 Other than for the purposes of Development and when undertaken by or for the Developer, as described in Schedule B (if applicable), an Owner must not make any Improvements on the Common Property without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the regulation module for the Scheme for making Improvements on Common Property. Nothing in this By Law limits the provisions of any code in Schedule D of this community management statement.

4.2 In giving its consent to any Improvement on Common Property, the Body Corporate may:

- (1) obtain advice from consultants and any relevant Government Agency (for example the Local Government); and
- (2) recover the Costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.

4.3 Any Improvement made or sought to be made by an Owner must:

- (1) be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
- (2) comply with all Requirements.

4.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

By-Law 5 - Garbage Disposal and Cleaning

5.1 The Body Corporate may establish an internal garbage disposal system (Disposal System) for the Scheme. The Disposal System may provide for any of the following:

- (1) a bulk bin collection service to the Scheme;
- (2) permitted means and times for garbage disposal and removal;
- (3) disposal routes over Common Property to be used in conjunction with the Disposal System;
- (4) designation of areas on Common Property for the storage and collection of garbage;
- (5) arrangements for separation and sorting of garbage;
- (6) refuse bin washing facility;
- (7) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
- (8) requirements for the disposal of garbage to meet the particular requirements of any Lot.

5.2 The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of Costs to the Body Corporate of providing services under the Disposal System in accordance with the regulation module for the Scheme.

5.3 Each Owner must:

- (1) comply with all Requirements relating to the disposal of garbage;
- (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;

- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage;
- (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage; and
- (5) if a receptacle is provided by the Body Corporate or designated as part of the Disposal System, ensure that garbage for the Owner's Lot is placed in that receptacle or designated area.

5.4 Each Owner acknowledges that:

- (1) the Developer has notified it that the Local Government approved the Development of the Scheme under the Approval on the basis that the Local Government is indemnified by the Developer in respect of any damage to the pavement and other driving surfaces caused by the Local Government's City Waste Service providing a bulk bin collection service to the Scheme;
- (2) the Body Corporate will give or has given an indemnity to the Developer for any loss the Developer suffers under its indemnity (if required) to the Local Government; and
- (3) the Body Corporate will give or has given an indemnity to the Local Government to meet the Requirements of the Approval.

5.5 The Body Corporate must clean all sealed traffic areas in the Development as necessary to prevent emission of particulate matter.

By-Law 6 - Signage on Common Property and Lots

6.1 Subject to By-Law 29.1(1), an Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.

6.2 The Body Corporate's consent under clause 6 must not be unreasonably withheld and, subject to the Act and regulation module for the Scheme, the Body Corporate's approval may be given by the Committee.

6.3 The Body Corporate may remove a sign to which it has not consented at the Cost of the relevant Owner.

6.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.

6.5 Despite anything else in this By-law 6, if the term of any engagement of a service contractor or authorisation of a letting agent for the Scheme permits the service contractor or letting agent to place signs on the Common Property or any Lot owned by the service contractor or letting agent, the provisions of the relevant engagement or authorisation will be deemed to constitute a consent for the purposes of By law 6.

6.6 Any signage referred to in By-law 6.1 must be erected, maintained and removed at the Cost of the relevant Owner.

6.7 Nothing in By-law 6 absolves or in any way diminishes any Obligation of an Owner or the Body Corporate (as the case requires) to obtain any approval under a Requirement in connection with signage, including any approval from the Local Government.

By-Law 7 - Body Corporate Signage

7.1 Any Building Identification Items including any items identifying the Scheme erected by the Body Corporate are the property of the Body Corporate and must be maintained in good condition and repair and/or replaced by the Body Corporate when required.

7.2 Other than:

- (1) signage located at the entrance to any Scheme land or in or around the entry and foyer of a Building;
  - (2) all necessary signage located in a Building identifying or relating to the Scheme ; and
  - (3) signage associated with the businesses (if any) operated from Lots in the Scheme;
- only temporary signage (which is signage maintained and located in one position for a maximum of 1 month only) is to be displayed in a Building. The Body Corporate's prior written consent must be obtained to all temporary signage.

7.3 This By-Law 7 does not prevent the erection and maintaining of signage identifying a Building or Facilities (where relevant) or which is otherwise installed as part of the Development of the Scheme by the Developer.

By-Law 8 - Use of Lots

8.1 An Owner must:

- (1) observe all Requirements in connection with the use of the Owner's Lot or the Common Property, including any terms of the Approval or another relevant Development Approval;
- (2) comply with the provisions of the Act in respect of maintenance and repair of a Lot;
- (3) allow the Body Corporate access to Lots in the manner and circumstances provided for under the Act;
- (4) not impede the Body Corporate in the exercise of any of its duties and functions under the Act and regulation module for the Scheme;
- (5) lock all doors and fasten all windows in the Lot when the Lot is not occupied;
- (6) not carry on or permit any noxious or offensive act, trade, business, occupation or calling from a Lot;
- (7) install air-conditioning and/or mechanical ventilation to all sleeping areas and living areas of residential Lots affected by road traffic, mechanical plant, amplified entertainment and industrial noise where the Development's noise attenuation measures assumes windows and doors are closed to achieve designed noise levels.
- (8) not cause disturbance to other persons lawfully using any Lot or Common Property.

8.2 All ground floor Lots in a Building having direct pedestrian access to either Pidgeon Close or Beesley Street are able (as set out in the Approval) to be used for residential and non-residential uses as defined in the Brisbane City Plan 2000. This By Law does not diminish any Requirement for a development permit or consent to allow a non-residential use or constitute an authorisation of any use contrary to the Approval or any other Requirement.

8.3 Lots are intended to be used for residential purposes only (apart from the Manager's Lot). The Manager's Lot may be used for:

- (1) residential purposes; and

(2) conducting the business associated with the engagement and authorisation of a service contractor and letting agent for the Scheme for so long as the Manager conducts that business.

8.4 Nothing in By-Law 8.3(2) prevents the Body Corporate authorising use of a Lot other than the Manager's Lot for conducting the business associated with the engagement and authorisation of a service contractor and letting agent for the Scheme where that business is no longer associated with the Manager's Lot.

**By-Law 9 - Appearance of Building**

9.1 An Owner must not enclose any balcony or terrace which forms part of the Lot (whether by exclusive use allocation or otherwise), with shutters, glazing, louvres or similar permanent structure other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.

9.2 An Owner must maintain, with the prior written consent of the Body Corporate, screening for any externally mounted Air-Conditioning Equipment as follows:

- (1) no unscreened Air-Conditioning Equipment or mechanical plant is to be visible from sites surrounding the Scheme land; and
- (2) any installations which are required (including Air-Conditioning Equipment) to be located on the roof, wall or garden areas is to be appropriately screened or shaped according to the acoustic requirements of the Approval and so as to integrate in a complementary manner with the overall design of the relevant roof, wall or garden area.

9.3 The Body Corporate may in its absolute discretion give its consent to enclose a balcony or terrace under By-law 9.1 as long as the enclosure complies with the Approval and other applicable Requirements.

9.4 An Owner of a Lot with a western facing balcony must maintain external sun control devices which must meet the following requirements:

- (1) the devices are not to be fixed and are to be fully retractable;
- (2) the devices are to be constructed from materials complementary to those of the relevant Building;
- (3) where it is proposed to alter or replace these fittings, details are to be submitted to the Local Government delegate for approval; and
- (4) the prior written approval of the Body Corporate must be obtained.

9.5 No temporary or permanent structures for the purposes of shading, storage or the like are to be installed on the roof top of the Buildings where such structures will exceed the maximum height limit of RL 29.250 metres.

**By-Law 10 - Animals**

10.1 An Owner must not, without the prior written consent of the Body Corporate, bring or keep an animal on a Lot or the Common Property.

10.2 An application to the Body Corporate for consent under By-Law 10.1 must be accompanied by a photograph and description of the animal for which the consent is being sought.

10.3 The Body Corporate may in its absolute discretion give any consent required by this By-Law 10 in respect of up to 2 domestic animals that weigh

10 kilograms or less each or, where the Body Corporate otherwise determines as being suitable, a domestic animal of another weight or size.  
The consent:

- (1) may be given subject to conditions;
- (2) will be restricted to the animal the subject of the application;
- (3) will not apply to any substitute or replacement animal; and
- (4) subject to the Act and the regulation module for the Scheme, may be given by the Committee.

10.4 The consent of the original owner to an application by an Owner prior to the establishment of the Scheme to keep an animal on their Lot is a consent for the purpose of By-Law 10.1.

10.5 In addition to any conditions to the consent imposed under By-Law 10.3(1), an Owner bringing or keeping an animal on a Lot or Common Property must:

- (1) keep the animal inside the Owner's Lot;
- (2) keep the animal on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
- (3) clean up any mess caused by the animal;
- (4) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment of any other Lot or of the Common Property.

10.6 If, in default of By-Law 10.5(3), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.

10.7 The Body Corporate may revoke any consent under this By Law 10 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.

10.8 The Owner must not leave the animal in the Building unsupervised for more than 48 hours.

10.9 The Owner must permanently remove the animal from a Building within 7 days of receiving written notice from the Body Corporate of the revocation. Subject to the Act and the regulation module for the Scheme, the notice of revocation may be given by the Committee.

#### By-Law 11 - Renovation Works

11.1 Any Owner who wishes to undertake Works, including Works for renovation and refurbishment of a Lot, must:

- (1) comply with the provisions of the Act in respect of the conduct of those Works;
- (2) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonably requested by the Committee; and
- (3) comply with all Requirements in connection with the Works.

11.2 Any future change to any Lot affected by road traffic, mechanical plant, amplified entertainment and industrial noise must achieve the relevant maximum recommended design sound levels specified in Australian Standard AS2107 "Acoustics – Recommended Design Sound Levels and Reverberation Times for Building Interiors" using methods set out in

Australian Standard AS3671 – "Acoustics – Road Traffic Noise Intrusion Building Siting and Construction."

By-Law 12 - Right of Entry

12.1 After giving any notice required under the Act or regulation module for the Scheme, the Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

- (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
- (2) carry out any repairs, alterations, renovations, extensions or Works in relation to any Services or Service Infrastructure.

12.2 In case of emergency no notice will be required under By law 12.

12.3 Anything undertaken by the Body Corporate under By Law 12 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.

12.4 In exercising its rights under By Law 12 the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

By-Law 13 - Accidents on Common Property

13.1 Owners must:

- (1) give notice in writing to the Body Corporate of any accident which:
  - (a) occurs on or arises out of or relates to Common Property or a Body Corporate Asset;
  - (b) involves the Owner; and
- (2) include in a notice, all details required by an insurer; and
- (3) assist with any insurance claim arising out of an accident as reasonably required by the Body Corporate.

By-Law 14 - Insurance

14.1 Owners must not do anything to, or that would diminish or prejudice, the Body Corporate's right to claim under insurance effected by the Body Corporate or make insurance more expensive for the Body Corporate to maintain.

By-Law 15 - Body Corporate Rights relating to Services and Service Infrastructure

15.1 Subject to the provisions of the Approval, another applicable Development Approval, the Act and the regulation module for the Scheme, the Body Corporate may take steps to ensure the security of Lots and Common Property and the observance of these By-Laws by any Owner including, without limitation:

- (1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure; and
- (2) determining rules under which persons are given access to any part of the Common Property.

15.2 The Committee must ensure that any parts of the Common Property used for:

- (1) electrical substations or control panels;
- (2) fire service control panels;
- (3) telephone exchanges; and

(4) other services to the Lots and the Common Property;  
are kept locked unless there is a legal Requirement to the contrary.  
Owners may not enter or open such areas without the consent of the Committee.

15.3 Owners must:

- (1) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, Services or Service Infrastructure;
- (2) not overload any Services or Service Infrastructure;
- (3) pay to the Body Corporate any Costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot (other than where upgrading and installation of Services and Service Infrastructure occurs as part of and is required for the Development of the Scheme).

By-Law 16 - Designated Areas and Facilities

16.1 The Committee may:

- (1) designate any appropriate part of the Common Property to be used for a particular purpose or specify that Facilities may be used for particular purposes;
- (2) notify Owners of conditions that apply to access and use of a designated area or Facility although the conditions must apply to all Owners and not (under this By-Law) constitute the grant of exclusive or special Rights to any one or more Owner to the exclusion of others; and
- (3) determine that designated areas of the Common Property be used to store equipment and consumables used for the performance of the Body Corporate's functions and duties.

16.2 The Committee may give any consent (unless a resolution of the Body Corporate is Required under the Act and regulation module for the Scheme) under a condition referred to in By Law 16.1(2).

16.3 The Committee may, in respect of the Facilities, determine hours and arrangements for use of those Facilities and arrange for signs to be placed on the Common Property notifying Owners of the hours and conditions of use.

16.4 The use of the exercise centre on the ground floor of the Building is to remain strictly ancillary to the use of the Scheme land for the purpose of a "Multi Unit Dwelling" in accordance with the Approval.

16.5 The Body Corporate must ensure that use of the pool pump and pool filter depicted on the approved plans forming part of the Approval comply with the following:

- (1) noise levels must comply with the Environmental Protection Authority noise levels as stated in Section 6Y(1) of the Environmental Protection Regulation 1998 as amended from time to time;
- (2) the pool filter and pump must be used only between the hours of 6am to 10pm, 7 days a week; and
- (3) the use of the pool and pool surrounds must be used only between the hours of 6am to 10pm, 7 days a week.

By-Law 17 - Security

17.1 The Body Corporate may establish a security system and provide security services for the benefit of Owners.

17.2 Any security equipment installed on the Common Property for use in connection with a security system will remain the property of the Body Corporate and be maintained and repaired at the Cost of the Body Corporate, subject to the Body Corporate's Obligations under the Act and regulation module for the Scheme to recover costs for the provision of those services from users.

17.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company and grant Rights over it in accordance with the Act.

17.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners but subject to the Body Corporate complying with the Act in respect of any authorisation to install it on Common Property and obtaining any required consent of an Owner if the Service Infrastructure is located in a Lot.

17.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because the security system:

- (1) fails or there is unauthorised entry to any part of the Common Property or a Lot; or
- (2) is not operational at any particular time.

17.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security services.

17.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.

#### By-Law 18 - Supply of Services

18.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:

- (1) establish and maintain systems for the supply of Services (System) for the Scheme ; and
- (2) as an on supplier:
  - (a) purchase the relevant Service from a supplier; and
  - (b) on supply that Service to Owners of Lots (collectively called Receivers).

18.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

- (1) the supply of Services to the Body Corporate by a Service supplier;
- (2) the on supply of Services to Receivers; and
- (3) Service Infrastructure used in connection with the System; including agreements contemplated by the Regulation module for the Scheme setting out the basis on which charges are made for supply of the relevant Service and the recovery of the costs to the Body Corporate of supplying that Service.

18.3 The Body Corporate must calculate charges for supply of Services to Receivers only as permitted under the relevant legislation governing on

supply by the Body Corporate (if any), and in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its Obligations to recover the costs of supplying the Service to Receivers.

18.4 If the Body Corporate charges Receivers a tariff rate for the supply of the relevant Service which is higher than the rate at which the Body Corporate purchases that Service from the Service supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.

18.5 If the Body Corporate operates and maintains a System under this By-law 18, it may:

- (1) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of Services under the System and recover the costs of providing that Service (as required by the Act and Regulation module for the Scheme) including charges for:
  - (a) Service supply;
  - (b) installation and connection to the System;
  - (c) servicing and maintenance of the System to the extent it is utilised in the provision of the Service to a particular Receiver;
  - (d) disconnection and reconnection fees; and
  - (e) advance payments or security deposits to be provided in connection with Service supply through the System;
- (2) establish the basis of Service charges for those Receivers which are not supplied by separate meter (if any) and for Common Property based on an estimate of Service consumption taking into account the number and type of Service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
- (3) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and
- (4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
  - (a) recover any unpaid amount as a liquidated debt;
  - (b) recover interest on any unpaid account;
  - (c) disconnect the supply of Services to the relevant Receiver;
  - (d) charge a reconnection fee to restore Services to that Receiver; or
  - (e) increase the advance payment or security deposit for Service supply to the relevant Receiver.

18.6 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply of Services due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.

18.7 The Body Corporate is not required to supply any Receiver with any Service to a greater extent than the relevant authority or supplier from which the Body Corporate obtains supply could provide at any given time.

18.8 Each Owner must:

- (1) allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;

- (2) comply with all requirements of the Body Corporate imposed in connection with Service supply through the System; and
- (3) maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Service supply under the System.

18.9 Nothing in By-law 18 obliges a Receiver to purchase Services from the Body Corporate or limits or restricts the Rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

**By-Law 19 - Owners Parking and Driveways**

19.1 An Owner must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or other parts of the Common Property designated for the standing or parking of vehicles or bicycles by Owners and in all cases only in compliance with the Approval.

19.2 The Body Corporate must maintain any visitor, disabled persons or public car parking spaces under the Approval and not take steps to reduce or alter the number of specified visitor car parking spaces without the consent of the relevant Government Agency. In particular the 16 on-site visitor parking spaces, driveway, basement circulation driveway and car/vehicle turning area indicated on the approved plans in the Approval:

- (1) are and must form part of the Common Property;
- (2) must not be designated for the exclusive use of any Lot; and
- (3) must be available for use by all Invitees.

19.3 The Body Corporate and Owners must not restrict access by visitors, disabled persons or the public to visitor, disabled persons or public car parking spaces (other than for normal maintenance and repair) or take any action to exclude or prevent visitors, disabled persons or the public parking cars, in those spaces.

19.4 All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at safe speed.

19.5 Vehicles may be washed only in the on-site vehicle wash bay designated for that purpose.

19.6 Owners of the Lots intended only for residential use must not drive or park vehicles in the loading docks unless authorised by the Body Corporate.

19.7 The Body Corporate must not install gates, roller doors or other barriers at the entrance points to the Scheme or Buildings which would prevent unfettered access to the designated visitor car parking spaces.

19.8 When the Local Government notifies the Body Corporate or Owners that the road construction and works for road improvements in association with the "boulevard" as proposed in the Riverside South Structure Plan will occur affecting the area at the corner of Beesley Street and Pidgeon Close identified to be dedicated as a new road on drawing 6833SP030430.DWG, the following must occur:

- (1) between the time the Local Government provides notification of the works and commencement of the works, all improvements and obstructions

are to be removed by the Body Corporate from the area and reinstated as unobstructed and clear land;

(2) the use of the subject area for the parking of resident, visitor or service vehicles for the Development is not permitted from the time the condition in By-Law 19.8 (1) comes into affect;

(3) any works, activities, monitoring or other Requirements under condition By-Law 19.8(1) must be undertaken in accordance with a Site Management Plan or Remediation Plan as approved and amended from time to time by the Environmental Protection Agency.

#### By-Law 20 - Exclusive Use – General

20.1 Subject to By-Law 20.4, the original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property or Body Corporate Assets identified by the original owner or the original owner's agent.

20.2 The original owner may make allocations under By Law 20 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property or Body Corporate Asset over which exclusive use is given.

20.3 Without limitation to By-Law 20.2, the Body Corporate:

(1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By Law 20; and

(2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By Law 20 to the extent required to ensure that the Body Corporate complies with its Obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By Law 20.

20.4 The original owner or owner's agent must not allocate to Owners of Lots exclusive use of the landscaped court area, swimming pool, swimming pool surrounds, landscaped/paved area, internal footpaths/pedestrian circulation routes and waste storage area as shown on the approved plans to the Approval. These areas must always form part of the Common Property.

#### By-Law 21 - Exclusive Use - Car Parks

21.1 The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property identified by the original owner or the original owner's agent for the purpose of car parking.

21.2 The original owner may make allocations under By Law 21.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

21.3 Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of car parking.

21.4 Without limitation to By-law 21.1, the Body Corporate:

(1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By Law 21.1 or identified in By-Law 21.3 ; and

(2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By Law 21.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By Law 21.1 or identified under By-Law 21.3.

**By-Law 22 - Exclusive Use – Storage**

22.1 The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property, identified by the original owner or the original owner's agent for the purpose of storage.

22.2 The original owner may make allocations under By Law 22 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

22.3 Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of storage.

22.4 Without limitation to By-law 22.1, the Body Corporate:

(1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By Law 22 or identified in By-Law 22.3 ; and

(2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By Law 22.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By Law 22.1 or identified under By-Law 22.3.

22.5 The Body Corporate may allow Owners to construct storage cages within areas allocated to Owners under By Law 22.1 or identified in By Law 22.3 on condition that:

(1) construction does not breach any Requirement, including the conditions of the Approval;

(2) access to car parks is not restricted or impeded;

(3) storage cages are used for the purpose of storage only; and

(4) in constructing storage cages all Requirements are complied with, including the requirements of the Body Corporate as notified and determined by the Committee of the Body Corporate.

22.6 The Committee may establish procedures and requirements for the construction of storage cages on areas referred to in By Law 22.2 or 22.3.

**By-Law 23 - Exclusive Use – Private Gardens**

23.1 The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property, identified by the original owner or the original owner's agent for the purpose of private gardens.

23.2 The original owner may make allocations under By Law 23 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

23.3 Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of private gardens.

23.4 Without limitation to By-law 23.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By Law 23.1 or identified in By-Law 23.3 ; and
- (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By Law 23.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By Law 23.1 or identified under By-Law 23.3.

23.5 An Owner to which an exclusive use allocation has been made must ensure that water used in watering or hosing anything within the private garden area is not drawn from an outlet serving the Common Property other than the exclusive use area. The intent of this By-Law is that the water used in connection with the private garden:

- (1) is drawn from the metered supply to the Lot to which the exclusive use entitlement has been allocated (such that the cost of water is payable by the Owner of the Lot to the Local Government or other service provider that supplies the water);
- (2) is not drawn from the metered supply to another Lot to which an exclusive use entitlement has been allocated (such that the cost of water would be payable by the Owner of that Lot); and
- (3) is not drawn from the metered supply to the Common Property net of the exclusive use areas (such that the cost of the water would be payable by the Body Corporate and be recovered from all Owners through their contributions to the Body Corporate's administrative fund).

#### By-Law 24 - Invitees

24.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot.

24.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.

24.3 An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By laws.

#### By-Law 25 - Notice of Defect

25.1 The Body Corporate may, make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

#### By-Law 26 - Request to Secretary

26.1 An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Committee to the secretary of the Body Corporate or the Body Corporate manager.

By-Law 27 - Notices

27.1 All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.

By-Law 28 - Copy of By-laws

28.1 Owners must provide any tenant or other occupier of a Lot with a copy of these By laws.

By-Law 29 - Developer's Rights

29.1 While the Developer (and any person to whom the Developer assigns its Rights under this By-law) remains an owner of any Lot the Developer and its contractors, agents and those authorised by it will be entitled to:

- (1) place signs and other advertising and display material in and about the Lots and the Common Property;
- (2) carry out building (including construction) of any Improvements or any other Building Works, on the Scheme land without objection to any noise, nuisance or other inconvenience which might occur as a result;
- (3) pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme land; and
- (4) use the Common Property or other Lots in the Scheme to:
  - (a) give access to and egress from any part of the Scheme land with or without vehicles and equipment (or either of them); and
  - (b) store building materials, vehicles, equipment or fill on the Scheme land.

29.2 The signs referred to in By-Law 29.1(1) will:

- (1) be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme land; and
- (2) not be, in terms of number and size more than is reasonably necessary.

29.3 In exercising its Rights under this By-law 29 the Developer must use reasonable endeavours to prevent undue interference with the enjoyment by Owners of their respective Lots and the Common Property.

29.4 While any construction is taking place on the Scheme land, Owners must comply with the reasonable directions of the Developer (and persons authorised by the Developer).

By-Law 30 - Easement

30.1 The Scheme land is encumbered by an easement Registered No 703955408 (Easement) and the Body Corporate is required to ensure the continuation of Rights under the Easement.

30.2 The Body Corporate may:

- (1) consent to part of the Scheme Land, part of which is currently the subject of the Easement, to be dedicated as a road;
- (2) grant a lease, licence or substitute easement to the owner of the land that benefits from the existing Easement (Benefiting Owner) over

improvements that are located on Common Property that are for the benefit of the Benefiting Owner;

(3) relocate the improvements the subject of the Easement to another part of the Common Property and grant a substitute easement, lease or licence to the Benefiting Owner.

By-Law 31 - Code

31.1 Owners must comply with any provisions in Schedule D.

31.2 A breach of the code and other provisions contained in Schedule D is a breach of these By-Laws.

By-Law 32 - Site Management Plan and Remediation Action Plan

32.1 The Body Corporate and each Owner must comply at all times with any on-going activity, monitoring and management requirements under a site management plan and/or remediation action plan approved by the Environmental Protection Agency that applies to the Scheme land from time to time.

Drafting Note: This By-Law may need to be expanded once the site management plan and/or remediation action plan is settled so that it includes the specific requirements contained in the site management plan and/or remediation action plan. The Approval specifically requires that these requirements are included in any Community Management Statement.

32.2 The Body Corporate must ensure that it budgets for the Costs of complying with any Requirement under a site management plan and/or remediation action plan approved by the Environmental Protection Agency for the Scheme land