



VISION PROPERTY SOLUTIONS

BAYSIDE VISTA

BY-LAWS

2026 EDITION

47 Freshwater Street, Thornlands QLD 4164

The original by-law pages follow in full.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS

1.1 Dictionary

Act	means the <i>Body Corporate and Community Management Act 1997 (Qld)</i> .
Body Corporate	means the body corporate created upon the establishment of the Scheme.
Body Corporate Manager	has the same meaning as in the Act.
Building	means the building erected on the Scheme Land.
Caretaking Service Contractor	has the same meaning as in the Act
Committee	means the Committee of the Body Corporate elected or otherwise appointed from time to time in accordance with the Act.
Common Property	has the same meaning as in the Act.
Invitee	means any person on the Scheme Land with the permission of an Occupier.
Lot	has the same meaning as in the Act.
Occupier	an Owner of a Lot (even if the Owner is not occupying the Lot), a tenant or lessee of a Lot, and/or someone else who lives in the Lot
Owner	has the same meaning as in the Act.
Regulation Module	means the Regulation Module identified in Item 2 of this Community Management Statement.
Scheme Land	means all of the Lots and the Common Property.
Security Access Device	means any key, fob, swipe or other device used to gain access to Scheme Land and/or the building erected on the Scheme Land that is otherwise inaccessible.
Utility Infrastructure	has the same meaning as in the Act.
Utility Service	has the same meaning as in the Act.
Vehicle	includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades, or any other equivalent means of transportation.

1.2 Rules for interpretation

In these by-laws unless the context indicates a contrary intention:

- (a) Words denoting any gender include all genders.
- (b) The singular number includes the plural and vice versa.
- (c) A person includes their executors, administrators, successors, substitutes (such as persons talking by novation) and assignors.
- (d) Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities, incorporated or unincorporated, and vice versa.
- (e) Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (f) References to any legislation includes any legislation which amends or replaces that legislation.
- (g) Headings are included for convenience only and will not affect the interpretation of these by-laws.
- (h) A reference to anything includes the whole or each part of it.
- (i) Where there is provision for an act to be done with the Committee's written approval or consent then the Committee, in considering whether to provide that written approval or consent, must not unreasonably withhold that written approval or consent.
- (j) In interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.
- (k) Terms not defined in clause 1.1 or elsewhere, but which are defined in the Act or the Regulation Module, have the meaning given to them in the Act or in the Regulation Module.

2. NOISE

- (a) An Occupier must not create noise likely to interfere unreasonably with the peaceful enjoyment of a person on another Lot or the Common Property.
- (b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- (c) The Occupier must request Invitees leaving after 11pm to leave quietly.

3. VEHICLES

- (a) An Occupier must not park any Vehicle, or allow a Vehicle to stand, on any part of the Common Property except –
 - (i) with the Committee's written approval;

- (ii) in a designated car wash bay, and only then whilst the Vehicle is being washed; or
 - (iii) where authorised by an exclusive use by-law.
- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions upon which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.
- (c) An Occupier must not permit an Invitee to park a Vehicle, or allow a Vehicle to stand, on any part of the Common Property, other than in the designated visitor parking spaces or in the Occupier's exclusive use car space or garage attaching to, or forming part of, the Occupier's Lot.
- (d) It will always be a condition of any approval that the Vehicle is parked at the Occupier's risk.
- (e) To better regulate the parking of Vehicles at the Scheme, upon request by the Committee, an Occupier must provide to the Committee, or where the Caretaking Service Contractor regulates parking at the Scheme, to the Caretaking Service Contractor, the registration details of any Vehicle owned or under the control of:
 - (i) the Occupier; or
 - (ii) an Invitee.
- (f) Any Vehicle on Scheme Land must not be used in a manner that creates a nuisance or a hazard.
- (g) Occupiers shall observe and comply with any traffic management signs regarding the use of Vehicles on Scheme Land.
- (h) Occupier's must not drive, nor must an Occupier allow a heavy vehicle to be driven, on the Scheme Land outside of the hours of 7am to 7pm Monday to Saturday, unless the Committee's prior consent has been obtained.

NB – Vehicles parked in breach of this Bylaw 3, or in breach of any other applicable Law, are liable to be towed from the Scheme Land without the Body Corporate being first required to send a bylaw contravention notice or to make a dispute resolution application.

4. OBSTRUCTION/NUISANCE

- (a) An Occupier must not obstruct the lawful use of Common Property by any other person.
- (b) An Occupier must not use the Lot or the Common Property in a way that causes a nuisance or a hazard, or act in such a way so as to interfere unreasonably with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.
- (c) An Occupier must not ride bicycles, scooters or similar personal mobility devices on the Common Property roadways, except for the lawful ingress to and egress from a Lot.

- (d) An Occupier must not use skateboards, roller blades, skates or any other similar equipment, or, subject to bylaw 4(c), bicycles or e-personal mobility devices, on the Common Property.

5. SMOKING AND VAPING

- (a) An Occupier must not Smoke or inhale a Smoking Product –
 - (i) anywhere on the Common Property, other than in an enclosed exclusive use area attaching to the Lot;
 - (ii) in the Outdoor Area of a Lot or in the Outdoor Area of part of the Common Property attaching to a Lot by way of an exclusive use grant.

- (b) For the purposes of bylaw 5(a):

"Smoke" means:

- (i) for a smoking product other than a hookah—smoke, hold or otherwise have control over the smoking product when it is ignited; or
- (ii) for a hookah—inhale through the hookah; or
- (iii) for a vaping device—inhale through the device.

"Smoking Product" includes but is not limited to a tobacco product, herbal cigarette, loose smoking blend, a thing that is intended to be smoked in a hookah, personal vaporiser, personal vaporiser related product or smoking related product.

"Outdoor Area" includes but is not limited to a:

- (i) porch; and
- (ii) balcony;

6. DEPOSITING RUBBISH AND WASTE MATERIAL ON COMMON PROPERTY

- (a) An Occupier must not use as storage, or place items on, the Common Property except:
 - (i) with the Body Corporate's written approval; or
 - (ii) where authorised by an exclusive use by-law.
- (b) An Occupier must not allow water, other liquids, or other substances to flow over a balcony onto the Common Property.

7. GARBAGE DISPOSAL

An Occupier must:

- (a) Keep a receptacle for garbage in a clean and dry condition and adequately covered in:
 - (i) their Lot;

- (ii) the rear courtyard of the Lot; or
 - (iii) the bin recess area/s.
- (b) Make use of any communal bins that may be provided by the Body Corporate to dispose of garbage and separate where necessary, any recyclable garbage so that full use is made of recycling bins.
- (c) Where the Body Corporate provides a communal bin/s:
 - (i) transport their garbage from a Lot as and when required to the bins or receptacles provided by the Body Corporate;
 - (ii) not leave bulky items or furniture in the communal bin/s;
 - (iii) not overfill the communal bin/s.
- (d) The Occupier must -
 - (i) comply with all local government laws about disposal of garbage;
 - (ii) ensure that on garbage collection days the receptacle is placed in the designated area for collection and returned to the Lot on the same day as the garbage is collected; and
 - (iii) ensure that in disposing of garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

8. COMMON PROPERTY GARDENS

- (a) An Occupier must not –
 - (i) Damage any Common Property lawn, garden, tree, shrub, plant or flower,
 - (ii) Use as a garden any portion of the Common Property, except with the Committee's written approval.
- (b) An approval given under by-law 8(a)(ii) must state any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

9. DAMAGE TO COMMON PROPERTY

- (a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the Committee's written approval.
- (b) By-law 9(a) does not prevent an Occupier from installing –
 - (i) any lock or other safety device for the protection of a Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects to the Lot.
- (c) The locking, safety device, screen or other device must be constructed and installed in a professional and workmanlike manner and maintained in a state

of good and serviceable repair by the Occupier. It must not detract from the visual amenity of the Scheme Land.

10. ALTERATIONS TO A LOT

- (a) An Occupier shall not make any structural alterations to their Lot which alterations affect, alter or otherwise impact the Common Property and/or another Lot, without the written approval of the Committee, which approval may be given on conditions.
- (b) Where an Occupier wishes to change any Hard Flooring in the Lot, then the replacement Hard Flooring must be of such a nature so as not to cause an unreasonable interference or nuisance to another Occupier.

"Hard Flooring" means timber, tiles, vinyl, marble or any other equivalent material.

11. ALTERATIONS TO EXTERNAL APPEARANCE OF LOT

- (a) Where an Occupier wishes to change the external appearance of a Lot, the Occupier may only do so with the Committee's written approval where it is a minor improvement (as defined in the Regulation Module) and the minor improvement does not detract from the visual amenity of the Lot, its surrounds or the Scheme Land. In all other cases, the approval must be given in writing by the Body Corporate.
- (b) A change to the external appearance of a Lot includes (without limitation) the erection of external blinds or awnings, the enclosure of a patio or balcony, the erection of aerials or satellite dishes, the erection of a pergola and the installation of an air-conditioning unit.
- (c) An approval given under by-law 11(a) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken does not affect the structural integrity of the building, does not affect the visual amenity of the Scheme Land and is not likely to promote a breach of the Act, the Regulation Module or these by-laws.
- (d) In relation to an application made under by-law 11(a), the Occupier must supply to the Committee –
 - (i) A description of the nature of the alteration;
 - (ii) Any relevant plans; and
 - (iii) Where appropriate, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

12. APPEARANCE OF LOT

- (a) An Occupier must not hang any washing, towel, bedding, clothing or other article on any part of their Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.

- (b) An Occupier must not display, or allowed to be displayed, any sign, including without limitation, a "for sale" or "for lease" sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or any part of their Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (c) Curtains, venetian blinds, vertical blinds, shutters or window tinting visible from outside a Lot are not permitted within a Lot unless the colour and design has been approved by the Committee. The Committee shall ensure, so far as practicable, that the item for which approval is sought presents a uniform appearance when viewed from the Common Property or any other Lot.

13. MAINTENANCE OF LOTS

- (a) An Occupier must ensure their Lot is not offensive in appearance to other Occupiers.
- (b) An Occupier must ensure their Lot is kept and maintained so as not to allow infestation by vermin or insects.

14. MOVING FURNITURE

- (a) An Occupier shall not move any furniture/white goods into or out of a Lot without:
 - (i) reasonable notice being given to the Caretaking Service Contractor or to the Committee (having regard to matters including, but not limited to, the amount and size of furniture/white goods to be moved); and
 - (ii) taking adequate measures to minimize damage to the Common Property and to any other Lot.
- (b) Occupiers must ensure any furniture removalists and or delivery contractors engaged by or on behalf of the Occupier, attend the Scheme Land between the hours of 7am to 7pm, Monday to Saturday, unless the Occupier has obtained the prior approval of the committee to attendance outside of the aforementioned hours.

15. STORAGE OF FLAMMABLE SUBSTANCES

- (a) An Occupier must not, without the Committee's written approval, store a flammable substance on the Common Property.
- (b) An Occupier must not, without the Committee's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this by-law does not apply to the storage of fuel in –
 - (i) The fuel tank of a Vehicle or internal combustion engine; or
 - (ii) A tank kept on a Vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable substances.

- (d) An Occupier must not do, bring or keep on a Lot or the Common Property anything which increases the rate of insurance taken out by the Body Corporate, or which may void or conflict with any insurance policy taken out by the Body Corporate.

16. KEEPING ANIMALS

- (a) Subject to Section 181 of the Act, an Occupier of a Lot must not, without the Committee's written approval keep any animal in a Lot or on the Common Property.
- (b) An Occupier who wishes to keep an animal on Scheme Land must submit an application to the Committee. The application shall contain –
 - (i) all details about the animal, including its breed, sex, age and name;
 - (ii) a photograph of the animal; and
 - (iii) the written consent of the Owner where the applicant is not the Owner of the Lot.
- (c) Any approval given under by-law 16(a) may contain any one or more of the following conditions or any other condition the Committee may consider appropriate –
 - (i) Other than when the animal is entering or exiting the Scheme Land, the animal must be kept within the Lot.
 - (ii) The animal must not roam or be allowed to roam on Common Property or into another Lot.
 - (iii) When the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off Scheme Land, it must be transported in a pet carrier or otherwise appropriately restrained.
 - (iv) Any animal litter or waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the Scheme Land and, where any part of the Scheme Land is soiled, it must be immediately cleaned and disinfected by the controller of the animal at the time.
 - (v) The animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another Lot or Common Property.
 - (vi) Where required by the local government ordinances, the animal must be registered with the local government and where the animal is a dog or cat it must wear an identification tag, tattoo or microchip.
 - (vii) The animal must be kept in good health and free from fleas and parasites.
 - (viii) Upon request by the Committee, the Occupier must provide to the Committee a veterinary certificate confirming the animal is in good health.
- (d) The Body Corporate may rescind its approval at any time if it reasonably considers the Occupier has not complied with any conditions of approval and upon such rescission of approval the animal shall be removed from the Lot and the Scheme Land within 14 days of the rescission of approval.

- (e) Any approval under by-law 16(a) shall only operate until the death of the animal, at which time any new animal will require a new application.

17. BEHAVIOUR OF INVITEES

Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

18. RECREATIONAL FACILITIES – SWIMMING POOL

- (a) The swimming pool shall not be used between the hours of 8 pm and 7 am, without the Committee's prior consent.
- (b) Children must be appropriately supervised, having regard to the age and capability of the child, by the adult Occupier having effective control over the child.
- (c) Occupiers and their Invitees shall exercise caution at all times and not behave in a loud, unruly or offensive manner that is likely to interfere with the use and enjoyment of the swimming pool by other persons or in a manner that causes a nuisance or a hazard or in a manner that causes or may cause damage to the swimming pool.
- (d) Occupiers and their Invitees must be suitably attired at all times.
- (e) An Occupier or their Invitee must not operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.
- (f) Food, glassware, chinaware and other breakable items are not to be taken into the swimming pool or into the swimming pool enclosure.
- (g) Animals are not to be taken into the swimming pool or into the swimming pool enclosure.
- (h) Occupier's must ensure that upon entry to and exit from the swimming pool, the swimming pool safety gate is securely closed behind them.

19. USE OF LOTS

- (a) Each Lot must be used for residential purposes (including using part of the Lot as a home office where that use does not offend the local authority planning Scheme) only and not for any unlawful purpose.
- (b) An Occupier must not conduct a serviced apartment or let the Lot on a short-term basis contrary to any local government, town planning or building certification.
- (c) Despite by-law 19(a), where Lot 93 is owned by an entity appointed by the Body Corporate as a caretaking service contractor, or by a person or persons associated with that entity, that Lot may be used for residential purposes and for purposes associated with their caretaking agreement and/or letting agreement.

20. AUCTIONS AND GARAGE SALES

An Occupier must not conduct an auction or garage sale on a Lot or on the Common Property, except with the Committee's written approval.

21. UTILITY INFRASTRUCTURE AND UTILITY SERVICE

- (a) An Occupier must not interfere with the Utility Infrastructure or any Utility Services.
- (b) All Utility Infrastructure and Utility Services must only be used for the purpose for which it was constructed, and no rubbish or other unsuitable substance shall be deposited in it.
- (c) An Occupier shall be responsible for the cost of any damage to Utility Infrastructure or Utility Services caused by the misuse or negligence by that Occupier or its Invitee.

22. COMMUNICATIONS

- (a) An Occupier must communicate with other Occupiers, the Committee, individual Committee members, the Caretaking Service Contractor and Body Corporate Manager in a reasonable, courteous, respectful and non-abusive manner and at all times in a way that does not defame, bully, harass or cause a nuisance to another Occupier, the Committee, an individual Committee member, the Caretaking Service Contractor, or the Body Corporate Manager.
- (b) The Committee may impose conditions on the nature and volume of communications, including but not limited to –
 - (i) The method of delivery for verbal or written communications.
 - (ii) The frequency of communications.
 - (iii) The volume of communications.
- (c) Communications include, but are not limited to –
 - (i) Verbal, either in person or by telephone or other electronic means;
 - (ii) Written communications;
 - (iii) Electronically transmitted written communications; and
 - (iv) Social media.

23. RESTRICTED ACCESS AREA

Any areas of the Common Property used for:

- (a) electrical substations, switch rooms, or control panels;
- (b) fire service control panels;
- (c) communication exchanges; and

- (d) other services to the Lots and Common Property (or either of them),

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons other than duly appointed service contractors may not enter or open such locked areas without the prior consent of the Committee.

24. SECURITY ACCESS DEVICE

- (a) If the Body Corporate operates a Security Access Device, an Occupier must not:
 - (i) Interfere or tamper with the security system or a Security Access Device.
 - (ii) Alter the security system or a Security Access Device.
 - (iii) Duplicate a Security Access Device.
 - (iv) Damage the security system, or a Security Access Device.
 - (v) Allow a Security Access Device to be handled by a person other than an Occupier or bona fide visitor.
- (b) An Occupier must take reasonable steps to ensure the return of any Security Access Device to the Body Corporate upon ceasing to be an Occupier.
- (c) An Occupier must take reasonable precautions to ensure any Security Access Device is not lost or disposed of, other than by returning it to the Body Corporate or to the Caretaking Contractor.
- (d) An Occupier must notify the Body Corporate or the Caretaking Service Contractor as soon as practicable if a Security Access Device is lost or damaged.

25. COMMON PROPERTY ELECTRICITY

Occupiers shall not, without the prior consent of the Committee, utilise any Common Property general purpose outlet, including (without limitation) for purposes associated with the charging of electric Vehicles or other e- personal mobility devices.

26. LITHIUM BATTERYCHARGERS

Occupiers may only charge devices powered by a lithium battery in the Occupier's Lot.

The Occupier must ensure:

- (a) the device being charged, the charger and the battery, complies with any applicable Australian safety standards;
- (b) the charger is used strictly in accordance with the manufacturer's recommendations;
- (c) the device is charged in a location fitted with a smoke detector.
- (d) the device is not left to charge in a Lot unattended, or overnight;
- (e) the device is removed from the charger when fully charged and the charger is removed from the general purpose outlet; and

- (f) the charger is not connected to a general purpose outlet when not being used.

For the purposes of this bylaw, "Lot" includes any exclusive use area attaching to the Lot.

Notwithstanding anything to the contrary, e – personal mobility devices, for example, e- bikes or e- scooters must not be charged in a Lot or in any enclosed exclusive use area attaching to the Lot.

27. EXCLUSIVE USE

The Owner of the Lots specified in Schedule E shall be entitled to the exclusive use of the area as identified in Schedule E. Each Owner or Occupier of a Lot is responsible for keeping and maintaining their exclusive use car parking areas clean from litter, residue marks and oil. Each Owner or Occupier of a Lot is responsible for keeping and maintain their exclusive use courtyard areas in a clean and tidy condition by mowing, weeding, watering and fertilizing all lawns and gardens.

28. COUNCIL MANDATED BYLAWS

The following rules are imposed to ensure the ongoing operation, appearance and maintenance of the development is in accordance with the development permit and the approved plans and documents.

- (a) All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures as part of this condition. other than where other conditions of this package requires sun-shading devices or similar and are clearly depicted on the approved drawings.
- (b) The communal open space areas, recreation area, internal footpaths/pedestrian circulation routes, landscaping, visitor parking spaces, driveway, and car/vehicle turning area as shown on the approved plans of layout is to be included in the common property and is not to be included in any private lot entitlement.
- (c) All privacy screening devices are to remain fixed at all times.
- (d) Maintain visitor parking on site for a minimum of 235 resident/tenant parking spaces.
- (e) Maintain visitor parking on site for a minimum of 69 visitor parking spaces.
- (f) Visitor car parking spaces are not to be fitted with a roller door, gate or similar device preventing access to the bay(s) and are not to be included in any lot entitlement or for the exclusive use of any tenant.
- (g) Directional visitor parking signage at the vehicle entrance to the site adjacent to or clearly visible from the vehicle entrance of the site.
- (h) The use of the carpark is to remain ancillary to each component of the development at all times, as outlined elsewhere in this conditions package. This development approval does not authorize the carpark to be leased independently, operated as a commercial carpark, or used for the commercial storage of goods, including vehicles, boats, motorbikes, etc.

- (i) Retaining walls are to be located within the Common Property and regularly maintained.
- (j) Maintain a suitable system of lighting, to operate from dusk to dawn, within all areas where the public will be given access including between vehicle entrances to the site and visitor car parking spaces.
- (k) Refuse and recyclable bins are to be stored within the designated areas and to be collected from the nominated refuse collection points.
- (l) The hours of operation of heavy vehicles is restricted to 7am to 7pm on Monday to Saturday
- (m) Landscaping is to be maintained in accordance with the approval, including landscaping the acoustic barrier. Trees are to be maintained to achieve natural height.
- (n) All sealed traffic areas must be cleaned as necessary to prevent the emissions of particulate matter.
- (o) Maintain the acoustic dampening of any metal grills, metal plates or similar which are subject to vehicular traffic, so as to prevent environmental nuisance.
- (p) No pergolas or other permanent structures are to be located on the balconies of any residential unit, other than those structures clearly shown on the approved drawings.
- (q) The communal open space, including associated amenities are to be maintained by the Body Corporate in accordance with the approved plans and documents.
- (r) Screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:
 - (i) no unscreened installations on the proposed development are to be visible from the surrounding sites; and
 - (ii) any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.