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The ISLE for the lots in the scheme reflect the respective market values of lots in the scheme.

Schedule B - Explanation of the Development of Scheme Land

Not applicable.

Schedule C - By-Laws

1. Interpretation

1.1 In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

- (a) **Act** means the *Body Corporate and Community Management Act 1997* and includes all related regulations and the Regulation Module;
- (b) **Body Corporate** means the body corporate identified in Item 3 of this CMS;
- (c) **Building** means the building containing the Lots and includes, where the context permits or requires, any other buildings or improvements on or within the Scheme Land;
- (d) **Caretaker** means a person or corporation who has been engaged or authorised by the Body Corporate to supply management, caretaking, letting or other services including concierge services (other than administrative services) for the benefit of the Common Property or the Lots;
- (e) **Caretaker's Lot** means any lot owned or occupied by the Caretaker;
- (f) **Common Property** means all land contained in the Scheme that is not included in a Lot;
- (g) **Council** means the Brisbane City Council;
- (h) **CMS** means the community management statement in which these by-laws are contained;
- (i) **Lot** means a lot in the Scheme;
- (j) **Original Owner** means BPG Developments Lucas St Pty Ltd ACN 634 305 758 or any successor or assign or any mortgagee of that party or any nominee from time to time of any of them;
- (k) **Recreation Facilities** means any recreation areas on the Common Property (not forming part of an exclusive use area allocated to the occupier of a Lot);
- (l) **Regulated Parking Area** means an area of the Scheme Land designated by the Body Corporate as being available for use as visitor car parking bays, by bona fide invitees of occupiers of Lots, for the casual parking of vehicles on a 24 hour unrestricted basis;
- (m) **Regulation Module** means the regulation module identified in Item 2 of this CMS;
- (n) **Scheme** means the community titles scheme identified in Item 1 of this CMS;
- (o) **Scheme Land** means the scheme land identified in Item 4 of this CMS and includes, when the context permits or requires, all improvements on or within it;
- (p) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with Utility Services;
- (q) **Utility Services** means:

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- (1) hot or cold water reticulation or supply;
- (2) gas reticulation or supply;
- (3) electricity supply;
- (4) air-conditioning;
- (5) a telephone or communication service;
- (6) a computer, data or television service;
- (7) a sewer system;
- (8) a drainage or stormwater system or service;
- (9) an irrigation or water storage system;
- (10) a system or service for the removal or disposal of garbage or waste;
- (11) a cleaning system or service (exterior or interior);
- (12) a building management system;
- (13) emergency and fire control systems;
- (14) an exhaust or ventilation system;
- (15) fire sprinkler systems and hydraulic systems;
- (16) a grease or pollutant trap service; and
- (17) any other system or service designed to improve the amenity or enhance the enjoyment of Lots.

2. Noise

The occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property but this restriction must be applied having regard to the noise that can be reasonably expected to be generated from activities permitted on a Lot. The occupier of a Lot must comply with any development approval for the Scheme Land regulating noise levels.

3. Vehicles

- 3.1 The occupier of a lot must not, without the Body Corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain at all times for the sole use of visitor's vehicles.
- 3.2 An approval under clause 3.1 must state the period for which it is given, with the exception of designated visitor parking.
- 3.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

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4. Roads and other Common Property

4.1 An occupier must not:

- (a) permit any invitees' vehicles to be parked on the roadway forming part of the Common Property or in any Regulated Parking Area at any time; or
- (b) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or in any Regulated Parking Area.

5. Obstruction

The occupier of a Lot must not obstruct lawful use of the Common Property by someone else.

6. Lawns etc on Common Property

6.1 The occupier of a Lot must not without the Body Corporate's written approval:

- (a) damage any lawn (including any artificial lawn), garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

6.2 An approval under this by-law must state the period for which it is given.

6.3 The Body Corporate may cancel any approval given under this by-law by giving 7 days written notice to the occupier.

7. Damage to Common Property

7.1 The occupier of a Lot must not, without the written approval of the Body Corporate, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface, any structure that forms part of the Common Property, or other body corporate asset.

7.2 This by-law does not prevent an occupier from installing a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

7.3 The owner of a Lot must keep any such device installed under this by-law in good order and repair.

8. Leaving of rubbish etc on Common Property

The occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

9. Use of Recreation Facilities

9.1 The occupier of a Lot must:

- (a) ensure that invitees and guests do not use the Recreation Facilities unless the occupier accompanies them;
- (b) ensure that children below the age of thirteen (13) years are not in or around the Recreation Facilities unless accompanied by an adult occupier exercising effective control over them;

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- (c) ensure that no use is made of the Recreation Facilities between the hours of 10.00pm and 7.00am, unless the committee of the Body Corporate decides otherwise;
- (d) ensure that any Recreation Facility is left in a clean and tidy condition after use; and
- (e) obey the directions of the Caretaker or any other authorised representative of the Body Corporate in relation to the behaviour of persons using the Recreation Facilities.

9.2 The occupier of a Lot must not, without the Body Corporate's written approval operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities except in compliance with any operating instructions that may apply to users of any Recreation Facility. Users of any Recreation Facility must use the equipment in a proper and safe manner.

10. Instructions to contractors

The occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.

11. Garbage disposal

11.1 The occupier of a Lot must:

- (a) unless the Body Corporate provides some other way of garbage disposal, keep within the Lot a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose, and make proper and regular use of any rubbish chute on the relevant level of the Building;
- (b) comply with all Council laws about the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the occupiers of other Lots is not adversely affected by the disposal of garbage;
- (d) use any recycle bins or receptacles that may be provided by the Body Corporate to dispose of garbage including separating, where necessary, any garbage so that full use is made of such bins or receptacles;
- (e) carry out the cleaning of any refuse bin only in the bin wash down area designated by the Body Corporate; and
- (f) otherwise comply with any directions or requirements of the Body Corporate in relation to garbage disposal.

11.2 The occupier of a Lot must comply with any rules under by-law 11.1.

12. Appearance of Lot

12.1 The occupier of a Lot must not, without the Body Corporate's and any relevant authority's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds as determined by the committee of the Body Corporate.

12.2 The occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land;

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- (b) affix any clothes line or similar drying device to the balcony of the Lot or any part of the Common Property;
- (c) hang or store any plant, machinery or equipment (including white goods) on the balcony of the Lot; or
- (d) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

13. Storage of flammable materials

- 13.1 The occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 13.2 The occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 13.3 However, this by-law does not apply to the storage of fuel in:
 - (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable substance.

14. Keeping of Animals

- 14.1 The occupier of a Lot must not, without the committee of the Body Corporate's written approval:
 - (a) bring or keep an animal on the Lot, or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 14.2 If any occupier is given an approval under this by-law, the occupier must ensure that the animal does not interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 14.3 Any approval given under this by-law must not be unreasonably withheld and any approval may be granted subject to reasonable conditions.
- 14.4 The committee may order an animal to be removed from the Scheme Land if approval has not been sought and obtained or if any conditions attaching to any approval are not complied with.

15. Auction sales

The occupier of a Lot must not, without the Body Corporate's written approval, permit any auction sale to be conducted or to take place on the Lot or on the Common Property. This by-law does not apply to the Original Owner.

16. Right of entry

- 16.1 The occupier of a Lot, upon receiving reasonable notice from the Body Corporate, must allow the Body Corporate or the Caretaker or any contractors, workmen or other persons authorised by them, the right of access to the Lot for the purpose of carrying out works or effecting repairs to any Utility Infrastructure, the Lot, another Lot or the Common Property or for the purpose of reading of any meter used for recording the consumption of any Utility Service.
- 16.2 If in the reasonable opinion of the Body Corporate or the Caretaker there is a matter of sufficient emergency no such notice will be necessary. Such works or repairs shall be at the expense of the owner of the Lot in the case where the need for such works or repairs is due to any act or default of the occupier or their invitees.

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- 16.3 The Body Corporate or the Caretaker in exercising the power under this by-law must ensure that its employees, agents and contractors cause as little inconvenience to the occupier of the Lot as is reasonable in the circumstances.

17. Use of Lots

- 17.1 Subject to any by-law to the contrary, the occupier of a Lot must not use their Lot or permit the same to be used otherwise than for residential accommodation or for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.
- 17.2 The owner of a Lot is liable for any increase in the premium for reinstatement insurance effected by the Body Corporate, which increase is attributable to the way in which a Lot (or any exclusive use area) is used by any occupier.

18. Infectious diseases

- 18.1 In the event of any infectious diseases which may require notification under any law happening in any Lot, the occupier of the Lot must give written notice to the Body Corporate and provide such information which the Body Corporate may require.
- 18.2 The occupier must pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.

19. Alterations to the Lot

- 19.1 The occupier of a Lot must not, without the written approval of the Body Corporate (which will not be unreasonably withheld):
- (a) effect a structural alteration to the interior of the Lot where the alteration involves load bearing structures; or
 - (b) carry out work to or alter the exterior of the Lot or to the Common Property (including painting).
- 19.2 Before deciding whether to give approval referred to in this by-law, the Body Corporate may require information from the occupier including copies of plans and specifications of the proposed work, alteration, improvement or structure. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be removed by the Body Corporate.

20. Balconies and terraces

- 20.1 All balconies and terraces shown on the Council approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.

21. Window coverings

- 21.1 An occupier of a Lot must not, without the Body Corporate's written approval, hang, install, remove or replace any window covering (including, without limitation, shutters or tinting).
- 21.2 Any window tinting must be consistent for the entire Building and the committee of the Body Corporate has the power to set a standard for tinting

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22. Acoustics

- 22.1 An occupier of a Lot must not, without the written approval of the Body Corporate, and subject to any conditions the Body Corporate may impose, install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Hard Flooring).
- 22.2 The Body Corporate may impose conditions on its approval (if granted) to install the Hard Flooring.
- 22.3 The Body Corporate will have regard to the following matters in deciding to grant their consent to the installation of the Hard Flooring:
- (a) Hard flooring must be installed to be compliant with FV5.1 of the NCC 2013 Building Code of Australia. The floor must achieve the following with regards to impact:

Impact: $L_n T_w + C_i$ not more than 62;
 - (b) once the Hard Flooring is installed, the impact level must be determined by a field test conducted by an accredited acoustic consultant approved by the Body Corporate (**Floor Impact Level Report**). The occupier will be responsible (at their cost) for obtaining the Floor Impact Level Report and providing a copy of the report to the Body Corporate within 7 days of receiving the same;
 - (c) where the FIIC report states that the FIIC of the Hard Flooring is less than the relevant level outlined in by-law 22.3(a) the occupier (at its cost and within a reasonable time) must cause the Hard Flooring to either be removed or have the Hard Flooring repaired such that the Hard Flooring complies with the relevant specifications outlined in by-law 22.3(a); and
 - (d) where the Floor Impact Level Report states that the floor impact level of the Hard Flooring is more than or equal to the level outlined in by-law 22.3(a) the Body Corporate must notify the Body Corporate's insurer and the occupier or Lot owner will be responsible for any increase in the insurance premium as a result of the installation of the Hard Flooring.
- 22.4 The occupier of a Lot must adhere to any conditions imposed by the Body Corporate regarding the Hard Flooring prior to and following the installation of the Hard Flooring in accordance with this by law.
- 22.5 If the occupier of a Lot fails to comply with the terms of this by-law 22, the occupier must (at their expense) remove all the Hard Flooring and reinstate the Lot to its former prior to the commencement of the installation of the Hard Flooring.

23. Maintenance of Lots

- 23.1 Except where it is the responsibility of the Body Corporate under the Act, the Regulation Module or these by-laws, the owner of the Lot is responsible for the maintenance of their Lot and must ensure that the Lot is kept and maintained so as not to be offensive in appearance to the occupiers of other Lots through the accumulation of excess rubbish or otherwise.
- 23.2 Where a Lot contains a planter box, the owner of the Lot is responsible for ensuring that any planter box is properly maintained and that it and any vegetation in it complies with the requirements of the Body Corporate. The owner of the Lot accepts that planter boxes and vegetation must be consistent in appearance throughout the Scheme.

24. Replacement of glass

Windows must be kept clean and promptly replaced by and at the cost of the occupier of the Lot with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner of a Lot from making a claim on any applicable Body Corporate insurance.

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25. Taps

The occupier of a Lot must not waste water and shall see that all water taps in the Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system must be turned off.

26. Utility Infrastructure

The Utility Infrastructure must not be used for any purpose other than that for which they were constructed and no sweepings, rubbish or other unsuitable substance may be deposited in any Utility Infrastructure. Any damage or blockage resulting to any Utility Infrastructure from misuse or negligence of the occupier of a Lot or its invitees is the responsibility of the owner of the Lot.

27. Behaviour of invitees

- 27.1 The occupier of a Lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or someone else's enjoyment of the Common Property.
- 27.2 The occupier of a Lot must compensate the Body Corporate in respect of any damage to the Common Property or other Body Corporate assets caused by the occupier or its invitees.
- 27.3 The owner of a Lot which is the subject of a tenancy or licence must take reasonable steps, including any action available under any such tenancy or licence, to ensure that any tenant or licensee of the Lot or their invitees comply with these by-laws.
- 27.4 The obligations imposed by these by-laws on an occupier of a Lot must be observed not only by the occupier but also by the tenant, licensee or invitee of the occupier.
- 27.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by any occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the occupier of a Lot or any of them, the Body Corporate is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the Lot at a time when the breach occurred.

28. Notice of defect

The occupier of a Lot must give the Body Corporate or the Caretaker prompt notice of any accident to or defect in the Utility Infrastructure on the Common Property which comes to his knowledge and the Body Corporate has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or carry out any work it may consider necessary for the safety and preservation of the Scheme Land as often as may be necessary.

29. Owner not to litter

The occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butt or other substance or article out of the windows or doors or down or from any staircases, skylights, balconies, the roof or in passageways. Any damage or costs for cleaning or repair caused by such breach will be the responsibility of the occupier concerned.

30. Display Lot

While the Original Owner remains an owner or lessee of any Lot, it and its employees and agents are entitled to use any Lot or Lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such Lot and for such purposes is entitled to use such signs, advertising or display material in or about any Lot and Common Property as it thinks fit, such signs to be attractive and tasteful having regard to the general appearance of the Scheme Land but such signs shall not at any time be more in terms of

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number and size than is reasonably necessary.

31. Caretaking

31.1 The Caretaker's Lot may be used for:

- (a) residential accommodation purposes;
- (b) management and caretaking of the Common Property or Lots;
- (c) concierge purposes;
- (d) the letting or sale of Lots;
- (e) the provision of other services for the benefit of the Common Property or Lots; or
- (f) the provision of management, caretaking, letting, real estate and other services to adjacent or nearby schemes or buildings and to the owners of apartments in those schemes or buildings.

31.2 Insofar as it is lawful to do so, the Body Corporate must:

- (a) not unreasonably or unlawfully interfere with any services provided by the Caretaker;
- (b) not grant or authorise any other person or corporation to conduct any services provided by the Caretaker (or any business of a similar nature) on or from the Common Property and nor shall the Body Corporate conduct any such business itself whether directly or indirectly;
- (c) not make any part of the Common Property available to any person or corporation for the purpose of conducting any such business or providing such services;
- (d) use all reasonable endeavours to effect a termination of a competing business or service, in the event that a person other than the Caretaker attempts to use any part of the Common Property for the purpose of conducting a business or service in competition with the business of or services provided by the Caretaker;
- (e) permit or authorise the Caretaker to display signs or notices on the Common Property in connection with the business or services provided by the Caretaker; and
- (f) permit or authorise persons from adjacent or nearby schemes or buildings to enter the Common Property to deal with the Caretaker in relation to the provision of any of the services referred to in by-law 31.1(e).

32. Exclusive use – Car Park

32.1 The occupiers of Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas identified as "Car Park" in Schedule E opposite their Lot for the purposes of a car park.

32.2 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition including removing any oil or chemical stains. If the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier.

32.3 Subject to by-law 32.2, the Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.

32.4 An occupier of a Lot must not install any storage cupboard or device in the exclusive use area (Car Park Works), without the Body Corporate's written approval.

32.5 With respect to any approval under by-law 32.4, the occupier must comply with any conditions that the Body Corporate may impose in relation to the Car Park Works or in relation to the use or operation of the Car Park

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Works.

- 32.6 The owner of the Lot is responsible for the maintenance and repair of any Car Park Works.
- 32.7 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 32.8 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park.
- 32.9 An occupier acknowledges that where access to an exclusive use area, is temporarily interrupted to allow for construction activities to facilitate the development of any neighbouring land to the Scheme, the occupier agrees that the Body Corporate or the Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.

33. Intentionally Deleted

34. Intentionally Deleted

35. Exclusive use – Courtyard

- 35.1 The occupiers of Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas identified as "Courtyard" in Schedule E opposite their Lot for the purposes of a courtyard.
- 35.2 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition.
- 35.3 An occupier of a Lot is responsible for ensuring that any exclusive use area is maintained and repaired.
- 35.4 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 35.5 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.
- 35.6 An occupier acknowledges that where access to an exclusive use area, is temporarily interrupted to allow for construction activities to facilitate the development of any neighbouring land to the Scheme, the occupier agrees that the Body Corporate or the Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.

36. Exclusive use – Storage

- 36.1 The occupiers of Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas identified as "Storage" in Schedule E opposite their Lot for the purposes of a storage area.
- 36.2 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their exclusive use area between themselves but details of the re-allocation must be given to the Body Corporate.
- 36.3 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition.
- 36.4 An occupier of a Lot is responsible for ensuring that any exclusive use area is maintained and repaired.
- 36.5 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.

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36.6 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.

36.7 An occupier acknowledges that where access to an exclusive use area, is temporarily interrupted to allow for construction activities to facilitate the development of any neighbouring land to the Scheme, the occupier agrees that the Body Corporate or the Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.

37. Intentionally Deleted

38. Body corporate empowered to enter into agreements

38.1 Without limiting any power conferred or imposed by or under the Act or elsewhere under these by-laws, the Body Corporate may enter into, with such person as the Body Corporate may decide one or more of the following agreements:

- (a) an agreement for the provision of caretaking, concierge, management or other services;
- (b) an agreement for the maintenance of the Common Property;
- (c) an agreement for letting of lots on behalf of owners, occupiers and others;
- (d) an agreement for the appointment of a body corporate manager for the performance of, among other things, certain duties and obligations of the Body Corporate (so far as it is lawful to do so);
- (e) an agreement for the purpose of better seeing to the proper functioning, operation and management of the Scheme Land;
- (f) an agreement for the purpose of ensuring the proper performance of the powers, duties and functions of the Body Corporate (including an agreement with a service contractor); or
- (g) an agreement for the supply of services (including Utility Services) to the Scheme Land including without limitation, an agreement for the provision and installation of television or communication services, portals or facilities.

39. Bulk supply of Utility Services

39.1 The Body Corporate may supply or engage another person to supply or administer a Utility Service to the Scheme Land and in such case the following will apply:

- (a) the Body Corporate has the power to enter into a contract or agreement for the purchase of a Utility Service on the most economical basis for the Scheme Land from the relevant authority or service provider;
- (b) the Body Corporate has the power to sell a Utility Service to any occupier in the Scheme Land provided however that in respect of an electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant occupier for the supply of the electricity direct from the relevant electricity authority;
- (c) the Body Corporate is not required to supply to any occupier a Utility Service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (d) the Body Corporate may charge for the Utility Service (including for the installation of Utility Infrastructure and the costs associated with the purchase, operation, maintenance and replacement of Utility Infrastructure for the Utility Service) but only to the extent permitted under the Act;
- (e) the Body Corporate may render accounts to any owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such an account and, in respect of an account,

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an owner or occupier is liable, jointly and severally with any person who is liable to pay that account when that owner or occupier became the owner or occupier of the Lot;

- (f) in the event that an account for the supply of a Utility Service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the Utility Service to the Lot or recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (g) the Body Corporate is not responsible or liable for any failure of the supply of a Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (h) the Body Corporate may, from time to time, determine a security deposit to be paid by an owner or occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of the Utility Service.

39.2 The occupier of a Lot acknowledges that it may have to enter into an agreement with the Body Corporate for the supply of a Utility Service to enable the Body Corporate to supply the Utility Service to the occupier. The occupier of a Lot agrees to enter into such an agreement with the Body Corporate.

40. Security

40.1 All security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme Land must with the exception of that equipment installed upon any Lot by an owner, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot by an owner, which shall be maintained at the cost of the owner) the property of the Body Corporate must be repaired and maintained at the cost of the Body Corporate.

40.2 In no circumstances will the Body Corporate be responsible to an owner or occupier (and the owner or occupier will not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the occupier must allow the Body Corporate or the Caretaker and their respective employees, agents or contractors to enter upon the Lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs of the repair or maintenance of the security equipment within a Lot must be at the cost of the owner of a Lot.

41. Recovery of costs

The owner of a Lot must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount is deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any owner or occupier or their invitees, the Body Corporate is entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.

42. Refuse collection

42.1 The Body Corporate is authorised to enter into an agreement with the Council to provide an on-site refuse collection service to the Scheme Land.

42.2 The owner of the Lot acknowledge that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the Scheme Land.

42.3 The owner of the Lot and any subsequent owner of the Lot must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.

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42.4 Any agreement referred to in by-law 42.1 must contain terms satisfactory to the Council.

43. Development approval conditions

43.1 The Body Corporate and owners and occupiers of Lots acknowledge and agree that they must comply with any applicable conditions under any development approval applying to the Scheme Land, including but not limited to, ensuring:

- (a) all balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similarly permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Cods/Policies and clearly depicted on the approved drawings.