

Ellis Way community titles scheme

SCHEDULE C BY-LAWS

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (h) use of the word **including** and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;
 - (iii) any registered covenant, easement or other encumbrance over the Common Property.
- (e) **By-Laws** means these by-laws.

Ellis Way community titles scheme

- (f) **CMS** means this community management statement.
- (g) **Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).
- (h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (i) **Developer** means the Original Owner and any Development Lot Owner.
- (j) **Development Lot Owner** means the owner of any Development Lot (contemplated under Schedule B).
- (k) **Display Home** means a Lot or Lots used to promote further sales of lots.
- (l) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (m) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (n) **Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.
- (o) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (p) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (q) **Occupier** means
 - (i) each Owner; and
 - (ii) any occupier of a Lot and includes:
 - (A) a mortgagee in possession;
 - (B) a tenant or lessee (of a Lot or a part of a Lot) ; and
 - (C) an occupier of a part of a Lot,
- (r) **Original Owner** means **Creekwood Developments Pty Ltd A.C.N. 127 464 537**.
- (s) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (t) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.
- (u) **Scheme** means Ellis Way community titles scheme.

Ellis Way community titles scheme

- (v) **Scheme Land** means all the land included in the Scheme.
- (w) **Secretary** means the secretary of the Body Corporate.
- (x) **Speed Limit** means 10 kilometres per hour or such other speed nominated by the Body Corporate from time to time.

3. Observance of By-Laws and Peaceful Enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of their Lot.

4. Vehicles

- 4.1 An Occupier or 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 available at all times for the sole use of visitor's vehicles.
 - 4.2 An approval under sub-section 1, with the exception of designated visitor parking;
 - (a) must state the period for which it is given;
 - (b) may be revoked by giving 7 days written notice to the Owner or Occupier;
 - 4.3 The Body Corporate is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property.
 - 4.4 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
- ### 5. Use of Lots
- 5.1 Subject to these By-Laws (including the rights of a caretaking service contractor or agent holding a letting authorisation from the Body Corporate), Lots must be used only for residential purposes.
 - 5.2 Lots must not be used:
 - (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
 - (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

Ellis Way community titles scheme

- 5.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing the:
- (a) the use does not conflict with the rights of any caretaking service contractor or letting agent holding a letting authorisation from the Body Corporate;
 - (b) the use is lawful and all necessary permits and insurances for the use are held;
 - (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
 - (d) the Occupier obeys the reasonable directions and requirements of the Body Corporate.
- 5.4 Lots must not, without the written permission of the Body Corporate, store a flammable substance within their Lot unless the substance is used for normal domestic use.
- 5.5 No auction sale is to be conducted or to take place within the Scheme.

6. Maintenance of Lots

Occupiers must:

- (a) maintain and repair their Lot and keep it clean and free of rubbish and vermin so that it is not offensive in appearance to other Occupiers;
- (b) keep accessible windows and glass clean; and
- (c) maintain their Lot (and any exclusive use area that is for the benefit of the Occupiers Lot) to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly, does not increase fire risks and does not contribute to the spread of noxious weeds.

7. Alteration to Lots

- 7.1 Lots must not be altered in any way without the prior written approval of the Body Corporate. The Body Corporate must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.
- 7.2 No approval of the Body Corporate is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 7.3 An Owner must submit to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations.
- 7.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.

8. Appearance of Lots

- 8.1 The purpose of this By-Law is to ensure that the Scheme remains at all times visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform to the landscaping of the Scheme generally.
- 8.2 Unless approved in writing by the Body Corporate, an Occupier must not:
- (a) hang any washing, bedding or other articles;
 - (b) display any sign, banner, advertisement or similar articles;

Ellis Way community titles scheme

- (c) use any part of the Lot for storage;
 - (d) keep any oversized plants (as determined by the Body Corporate); and
 - (e) install any aerials, receivers or the like,
- if visible from outside of the Lot from the street at ground level.

- 8.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of a white or cream backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-Law in giving any approval.
- 8.4 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.
- 8.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.
- 8.6 An Occupier must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

9. Inspection of Lots

- 9.1 Occupiers must permit, (upon 3 days Notice from the Body Corporate, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:
- (a) access Common Property for any reason;
 - (b) read any meter, conduct inspections or test any equipment;
 - (c) trace and repair any leakage or defect in equipment; and
 - (d) maintain any equipment.
- 9.2 If an Occupier does not permit access, the Body Corporate may procure entry and will not be liable for any damage occasioned in procuring the entry.
- 9.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

10. Access through Lots

- 10.1 If the Body Corporate gives the Occupier reasonable notice of the intention to enter the Lot (except in the case of emergency when no notice is required) in order to access Common Property for any purpose, including maintenance, upgrade or replacement of Common Property, an Occupier must permit representatives, agents and contractors of the Body Corporate access through the Lot at all reasonable times.

11. Behaviour of Occupiers and Invitees

- 11.1 All persons within the Scheme;
- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of others;
 - (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;

Ellis Way community titles scheme

- (c) leaving of entering after 11.00 pm must do so quietly; and
- (d) unless within the privacy of a Lot, must be appropriately dressed.

12. Garbage Disposal

12.1 Garbage must:

- (a) be kept in a clean and dry garbage receptacle within a Lot or on Common Property areas designated for keeping garbage;
- (b) be disposed in a manner that will not adversely affect the health, hygiene or comfort of others; and
- (c) not be deposited on the Common Property.

12.2 The Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authorities to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

12.3 Occupiers must use only dispose of their garbage into receptacles designated by the Body Corporate:

- (a) in accordance with all signs and directions of the Body Corporate and any manager of the Scheme concerning them;
- (b) by wrapping all food scraps in containers, such as plastic bags;
- (c) but must not do anything that will cause any receptacles to overflow; and
- (d) by only placing seafood, odorous items or items which will quickly decompose and become odorous, the evening prior to the due date for collection of waste.

13. Keeping of Pets

13.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:

- (a) Pets must wear an identification tag, tattoo or micro chip;
- (b) if required by law to be licensed or registered, Pets are licensed or registered;
- (c) clean and remove any mess left on Common Property by any Pet under their control;
- (d) ensure that Pets are appropriately restrained while on Common Property;
- (e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (f) Pets are not allowed in the recreation area; and
- (g) a maximum of 2 Pets are permitted within a Lot at any time.

13.2 If an Occupier fails to comply with the conditions in sub-clause 1, the Occupier must remove a Pet from the Scheme if directed by the Body Corporate.

13.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Scheme.

13.4 Animals which are not Pets may not be kept within the Scheme.

Ellis Way community titles scheme

14. Broadband Infrastructure

14.1 The Body Corporate acknowledge that;

- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and
- (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works

14.2 Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the Body Corporate grants a licence to NBN Co Limited for:

- (a) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
- (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).

14.3 The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the *Telecommunications Act* and any associated instruments (**Schedule 3**), they waive and agree to waive;

- (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
- (b) any right they may have to object to those activities.

14.4 The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to NBN Co Limited.

14.5 Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Scheme to be part of the National Broadband Network.

SELLER'S NOTE: THIS BY-LAW MAY BE DELETED OR AMENDED IF NO NBN IS AVAILABLE IN THE AREA OR AN ALTERNATE NETWORK SUPPLIER IS PROCURED BY THE SELLER. NO REPRESENTATION IS MADE BY THE SELLER THAT NBN WILL BE AVAILABLE TO THE SCHEME AT SETTLEMENT OR AT ALL.

15. Various matters concerning Common Property

15.1 The Speed Limit must not be exceeded while driving any vehicle on the Common Property.

15.2 Occupiers must not:

- (a) interfere with the lawful use of the Common Property;
- (b) interfere with the use of access ways or any easement giving access to or through the Common Property;
- (c) use Common Property facilities for any purpose for which they were not intended for use;
- (d) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the prior written consent of the Body Corporate; or
- (e) not at any time smoke cigarettes or any other substance whilst on Common Property.

15.3 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

Ellis Way community titles scheme

- 15.4 No auction sales are to be conducted upon the Common Property without the prior written permission of the Body Corporate.

16. Lot Utility Infrastructure located on Common Property

- 16.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by a Developer.

- 16.2 Owners are responsible for:

- (a) the repair, maintenance and replacement of: and
- (b) any loss or damage to,

Lot Utility Infrastructure.

- 16.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

17. Supply of Utilities

- 17.1 This By-law applies to the supply of any utilities in the Scheme by the Body Corporate including:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning;
- (c) any form of energy.

In this By-law these are called the **Metered Utilities**.

- 17.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:

- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot; and
- (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

- 17.3 A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Owner or Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
 - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;

Ellis Way community titles scheme

- (d) may require payment of a security deposit determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

17.4 The Body Corporate:

- (a) may refuse to enter into Supply Agreements with a person who is not the Owner of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Owner of a Lot if the Owner:
 - (i) has paid the required security deposit; and
 - (ii) is not in arrears for the previous supply of a Metered Utility.

17.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Owner or Occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or defacto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

17.6 An Owner must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:

- (a) is the Owners responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

This By-law does not apply to pipes within an Owners Lot that only service that Lot.

18. Security

Windows and external doors in Lots must be locked when nobody is in the Lot.

19. Exclusive Rights of Caretaker and Letting Agent

- 19.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 19.2 While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 19.3 The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 19.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
 - (a) directly or indirectly provide any of the services set out in the Agreement;

Ellis Way community titles scheme

- (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
- (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
- (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

20. Lease or Licence of Common Property

The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;
- (b) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

21. Display Home and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Lot to be used, for the purposes of a Display Home;
- (b) erect or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property.

22. Carrying out development of Scheme

22.1 A Developer may, at any time, to facilitate the further carrying out of the Scheme, enter upon the Common Property to undertake works on, to or within the Common Property, of any kind required for the further carrying out of the development of the Scheme, including, without limitation:

- (a) excavation and earthworks;
- (b) construction of improvements generally, temporary or permanent; and
- (c) construction of and connection to services and infrastructure whether public or private including, without limitation, sewerage, gas, electricity, telephone, fibre optics, communication services and infrastructure and connections thereto.

22.2 Without limiting the rights of a Developer under sub-clause 1, a Developer may, without the consent of the Body Corporate:

- (a) temporarily close off portions of the Common Property (including for extended periods of time) to enable works to be carried out or otherwise for safety purposes;

Ellis Way community titles scheme

- (b) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (c) damage the Common Property for the purpose of carrying out the further development, including excavation and earth works;
- (d) carry out works and modification to the Common Property as determined by the Developer as necessary to carry out the Development or complete the Scheme;
- (e) cut holes in walls which are part of the Common Property for access purposes;
- (f) use Common Property and improvements thereon for support, both temporary and permanent;
- (g) install and keep rock anchors within or on Common Property;
- (h) build improvements, temporary and permanent, on Common Property;
- (i) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
- (j) install and keep signage on the Common Property.

22.3 A Developer may exercise its rights in the company of or through its nominees or agents.

22.4 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Developer to give effect to any of the rights of a Developer in this CMS and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 159 (4) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by the Developer to the Body Corporate. For example, if directed by the Developer, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.

22.5 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of any Developer (and persons authorised by it). In particular, they must comply with safety directions and any altered traffic (vehicle and pedestrian) flow directions.

22.6 The Body Corporate, any Owners and Occupiers must, without limitation:

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent to enable and facilitate;
- (e) grant exclusive use rights, special privilege rights, access licences and other rights as required by a Developer to enable and facilitate;
- (f) sign all consents, survey plans and documents including new community management statements, building management statements, transfers, survey plans, easements, surrenders of easements, as required by a Developer to enable and facilitate,

the further carrying out of the development of the Scheme.

Ellis Way community titles scheme

- 22.7 The rights of a Developer under this By-law apply notwithstanding any inconsistency with any other By-law, including the application of any By-Law in respect of any Development Lot (as defined in Schedule B). For example, By-laws regarding alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Development Lots.

23. Exclusive Use Areas and Assets

23.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

23.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

23.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked "A" attached hereto; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

23.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
 - (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;
 - (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;
 - (iii) areas that are constructed as driveways, for use as a driveway and may also be used for parking vehicles;
 - (iv) areas external to Lots that are constructed as courtyards, terraces and similar areas (**External Areas**) that:
 - (A) are adjoining or adjacent to the Lot to which they are allocated; and
 - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;

Ellis Way community titles scheme

- (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
- (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

23.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked under this By-law then:
 - (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
 - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "*External Area ancillary to the Lot*" for areas allocated under sub-clause 4(a)(iv)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

23.6 Other matters about exclusive use areas

- (a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.
- (b) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.
- (c) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use driveway or car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (d) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (e) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

Ellis Way community titles scheme

24. COUNCIL MANDATED CONDITIONS

The development approval for the Scheme requires that this Community Management Statement contain By-Laws as set out in this Part.

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Scheme. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. We direct the attention of the Buyer to the Contract Terms in this regard.

CONDITION - STAGE 1	
9-13	Building Appearance Buildings shall be finished with those elements nominated on the elevations, included in the approved plans, such as timber fencing, powder coated aluminium batten screens, rendered heble panel, vertical battens on cladding, sun hoods etc. All air conditioning units or other mechanical equipment must be visually integrated into the design and finish of the building, or otherwise fully enclosed or screen such that they are not visible from the street frontages nor adjoining properties. All deck and balcony areas above ground floor must not be enclosed by permanent fixtures such as shutters, louvers, glass panelling or the like. On-site storage of refuse must not be visible from the street. Hardstand surfaces for the access ways and car parking areas are to be of a finish that is not highly reflective or plain concrete. For example, the design should incorporate a selection of paving materials including brick, clay or concrete pavers, exposed aggregate, stamped pigmented concrete or bitumen. The alternative materials, patterns, or threshold treatments must be used to articulate the pavement treatment of vehicle movement areas.
14	Fencing and Walls Unless otherwise specified by Council any street fencing must comply with the approved plans.
15	Clothes Drying Facilities Each dwelling unit must be provided with a non-mechanical (natural) clothes drying area, or alternatively, each dwelling unit must have access to a communal outdoor clothes drying area that is fitted with robust clothes lines. Where individual clothes drying areas are provided on balconies, they are to be concealed or screened from public view.
20	Vehicular and Pedestrian access Access/egress to all units on the site is from the nominated driveway entrance off the new unnamed street along the western boundary of Stage 2B. No vehicle access is permitted from Meridan Way or Hamilton Street. In accordance with the approved plans each dwelling unit must have its pedestrian access from the internal driveway and separate from the vehicular access e.g. garage entry door.
22- 26	Pedestrian access and Unit identification Each dwelling unit entrance must be clearly visible and identifiable from the internal driveway and provided with signage and lighting at strategic locations to direct people to the pedestrian entrance of each unit.

Ellis Way community titles scheme

	Type C Units (Units 1 - 6) open car ports must not be enclosed and must remain open and accessible at all times. Each Type C Unit (Units 1 - 6) must have a designated and constructed pedestrian entry pathway leading from the internal driveway through the car port to the entry gate in accordance with the approved plans. The entrance to the site and individual unit numbers must be clearly signed internal to the site, and where required on the external roads. Bollard or overhead lighting must be provided along all internal footpaths and internal roads with intensities to satisfy the requirements of AS1158 - Lighting of Roads and Public Spaces and the Sunshine Coast Public Lighting Plan.
30-31	Car Parking A minimum of 51 car parking spaces must be provided and marked on the site. The works must be undertaken in accordance with an Operational Works approval and must include in particular: (a) A minimum of 4 visitor parking spaces within the total, which are clearly marked for that purpose and accessible at all times for visitor use (b) 1 of the southern visitor spaces is to be demarcated for use for a person with disabilities (c) crossfalls and gradients in accordance with AS 2890: <i>Parking Facilities</i>. All car parking areas and access driveways must be maintained exclusively for vehicle parking and manoeuvring and kept in a tidy and safe condition at all times.
35- 37	Stormwater Quality Management A stormwater quality treatment system must be provided for the development. The works must be undertaken in accordance with an Operational Works approval, and include stormwater quality treatment devices of a size and location generally in accordance with the Stormwater Management Plan listed in this Decision Notice All Stormwater proprietary stormwater quality treatment devices must be routinely checked, serviced and cleaned in accordance with the manufacturer's recommendations. Records of all maintenance activities undertaken must be kept and made available to Council upon request. Where replacement cartridges or other necessary components for the system become unavailable, an alternative system is required to be retrofitted into the development to achieve an equivalent pollutant reduction outcome. Any proposed Community Management Statement required for the development must include the operations and maintenance manual for the proprietary devices must include the full cost of maintaining the system in accordance with the manual including replacement of the StormFilter Cartridges
46	Landscaping Works The development site must be landscaped. The works must be undertaken in accordance with an Operational Works approval and must include in particular: (a) the works shown on the Approved Plans. (b) landscaping to the inside of any permeable fences facing public roads, capable of creating privacy when viewed from the public road. (c) vegetated screening of solid fences and acoustic fences from road frontages designed such that 80% of it will be screened at maturity. This shall include provision of columnar

Ellis Way community titles scheme

	shrubs within the road reserve abutting the property boundary. (d) provision of tree planting within the vicinity off the bin storage areas to assist in improving amenity. (e) provision of 1 street tree within the road reserve for every 6 metres of road frontage. (f) Provision of large feature trees at the entries to the estate, within road reserve, e.g. <i>Eucalyptus tereticornis</i>, <i>Melaleuca quinquenervia</i>, <i>Lophostemon confertus</i>, <i>Lophostemon suaveolens</i>. (g) Provision of trees at regular intervals throughout the internal road network (h) control of all weeds species listed in the following standards and legislation: (i) declared plants under the <i>Land Protection (Pest and Stock Route Management) Act 2002</i> and sub-ordinate Regulation 2003 (ii) <i>Sunshine Coast Local Government Area Pest Management Plan 2012-2016</i>. All landscape works must be established and maintained in accordance with the approved design for the life of the development, and in a manner that ensures healthy, sustained and vigorous plant growth. All plant material must be allowed to grow to full form and be refurbished when its life expectancy is reached.
	Property Notes MCU16/0059 Type C Units (Units 1 – 6) open car ports must not be enclosed and must remain open and accessible at all times. Each Type C Unit (Units 1 – 6) must have a designated and constructed pedestrian entry pathway leading from the internal driveway through the car port to the entry gate in accordance with the approved plans.
Condition Stages 2 - 4	
8	Fencing and Walls Unless otherwise specified by Council any street fencing must comply with the approved plans.
9	Clothes Drying Facilities Each dwelling unit must be provided with a non-mechanical (natural) clothes drying area, or alternatively, each dwelling unit must have access to a communal outdoor clothes drying area. Any communal outdoor clothes drying area must: (a) be located within the communal body corporate of the dwelling it services (b) be fitted with robust clothes lines (c) be concealed or screened from public view (d) be accessible from an internal footpath.
13 - 17	Pedestrian access and Unit identification Each dwelling unit entrance must be clearly visible and identifiable from the internal driveway and provided with signage and lighting at strategic locations to direct people to the pedestrian entrance of each unit. Where allotment boundaries do not allow unit numbering to attach to a wall adjacent to a unit's pedestrian access (by virtue of the wall being located in an adjacent lot), the unit numbering must be located within common property.

Ellis Way community titles scheme

	Where pedestrian entry is achieved through a carport, the carport must not be enclosed and a clear and legible path through the carport with lighting and a unit number must be provided. Where rear pedestrian access is achieved to a unit via a shared arrangement, through a carport or not otherwise immediately obvious from the internal laneway, an intercom system must be provided. The entrance to the site and individual unit numbers must be clearly signed internal to the site, and where required, on the external roads. Bollard or overhead lighting must be provided along all internal footpaths and internal roads with intensities to satisfy the requirements of AS1158 - Lighting of Roads and Public Spaces and the Sunshine Coast Public Lighting Plan.
18 and 19	Public Access easement Pavement treatment emphasising pedestrian priority in the public access easement must be provided in accordance with the approved plans. Signage must be provided to the public access easement which reads: "No parking, Give way to pedestrians, Pedestrian priority area" or similar.
20	Building Appearance All air conditioning units or other mechanical equipment must be visually integrated into the design and finish of the building, or otherwise fully enclosed or screened such that they are not visible from the street frontages nor adjoining properties.
22 and 23	Car Parking A minimum of 76 car parking spaces must be provided and marked on the site. The works must be undertaken in accordance with an Operational Works approval and must include in particular: (a) 6 visitor parking spaces within the total, which are clearly marked for that purpose and accessible at all times for visitor use (b) provision of vandal resistant public lighting with intensities to satisfy the requirements of Australian Standard AS1158: <i>Public Lighting Code</i>. (c) 1 disabled parking space within the total (d) crossfalls and gradients in accordance with Australian Standard AS2890: <i>Parking Facilities</i> All car parking areas and access driveways must be maintained exclusively for vehicle parking and manoeuvring and kept in a tidy and safe condition at all times.
26 - 29	Stormwater Quality Management A stormwater quality treatment system must be provided for the development. The works must be undertaken in accordance with an Operational Works approval, and include stormwater quality treatment devices of a size and location generally in accordance with the Stormwater Management Plan listed in this Decision Notice All Stormwater proprietary stormwater quality treatment devices must be routinely checked, serviced and cleaned in accordance with the manufacturer's recommendations. Records of all maintenance activities undertaken must be kept and made available to Council upon request. Where replacement cartridges or other necessary components for the system become unavailable, an alternative system is required to be retrofitted into the development to achieve an equivalent pollutant reduction outcome.

Ellis Way community titles scheme

	Any proposed Community Management Statement required for the development must include the operations and maintenance manual for the proprietary devices must include the full cost of maintaining the system in accordance with the manual including replacement of the StormFilter Cartridges.
56 - 58	Landscaping Works The development site must be landscaped. The works must be undertaken in accordance with an Operational Works approval and must include in particular: (a) the works shown on the Approved Plans. (b) landscaping to the inside of any permeable fences facing public roads, capable of creating privacy when viewed from the public road. (c) landscape design and treatment to the northern laneway to be in accordance with the approved Indicative Laneway Concept Plan detail in the Creekwood Master Plan. (d) vegetated screening / softening of all fences from road frontages designed such that 80% of it will be screened at maturity. This shall include provision of columnar shrubs within the road reserve abutting the property boundary. (e) provision of 1 street tree within the road reserve for every 6 metres of road frontage. (f) provision of large feature trees at the entries to the estate, within road reserve, e.g., <i>Melaleuca quinquenervia</i>, <i>Elaeocarpus obovatus</i>, <i>Tristanopsis laurina</i> "Luscious". (g) provision of trees at regular intervals throughout the internal road network. All landscape works on the Hamilton Street and the internal road must be maintained and managed for the life of the development by the Body Corporate, their agents or delegates in accordance with the following: (a) The scope of works includes: (i) regular mowing, weeding and fertilizing of turf verge; (ii) mulching, fertilizing and aeration of landscape areas; (iii) cleaning of all external surfaces including prompt removal of graffiti; (iv) replacement of dead or poorly performing plants; (v) inspection and assessment of all vegetation such that it does not adversely affect adjoining property or pedestrians; (vi) remedial action if any vegetation poses a health or safety risk to site users or adjoining property. (b) The management and maintenance of landscape areas, including landscape areas adjacent to the allotment boundary must be included in the Community Management Statement (CMS) with reference to an annual budget allowance to perform such work. The Body Corporate must ensure the annual budget contains an allowance to perform work set out in this condition. All landscape works must be established and maintained in accordance with the approved design for the life of the development, and in a manner that ensures healthy, sustained and vigorous plant growth. All plant material must be allowed to grow to full form and be

Ellis Way community titles scheme

	refurbished when its life expectancy is reached.
	All landscape works on the Hamilton Street and the Coral Sea Drive road reserves must be maintained and managed for the life of the development by the Body Corporate, their agents or delegates in accordance with the following: The scope of works includes (i) regular mowing, weeding and fertilizing of turf verge; (ii) mulching, fertilizing and aeration of landscape areas; (iii) cleaning of all external surfaces including prompt removal of graffiti; (iv) replacement of dead or poorly performing plants; (v) inspection and assessment of all vegetation such that it does not adversely affect adjoining property or pedestrians; (vi) remedial action if any vegetation poses a health or safety risk to site users or adjoining property.
	Property Notes The following property notes will be placed against the subject property in Council's property record system: For Stage 1C Units 1 and 17, and for Stage 2A Units 6 and 7 (shown the approved plans, which are Lot 54, 55, 78 and 79 in the Scheme) MCU16/0247 – Amenity <i>This dwelling is located within close proximity to a common bin storage area. Residential amenity at this dwelling may therefore be affected from time to time.</i>

SCHEDULE D ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Common Property, Lot 1 - 31 on SP290699	Support
Common Property, Lot 1 - 31 on SP290699	Utility Services and Utility Infrastructure
Common Property, Lot 1 - 31 on SP290699	Shelter
Common Property, Lot 1 - 31 on SP290699	Projections
Common Property, Lot 1 - 31 on SP290699	Maintenance of building on or close to boundary