

Dealing Number



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**1. Nature of request**

Request to Record New Community Management Statement for Central Parklands Community Titles Scheme 31949

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

Nicholsons Solicitors  
GPO Box 454  
BRISBANE QLD 4001  
Telephone No: 07 3226 3944

**Lodger Code**

250A

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**2. Lot on Plan Description**

Common Property of Central Parklands Community Titles Scheme 31949

**Title Reference**

50469778

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**3. Registered Proprietor/State Lessee**

Body Corporate for Central Parklands Community Titles Scheme 31949

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**4. Interest**

Fee Simple

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**5. Applicant**

Body Corporate for Central Parklands Community Titles Scheme 31949

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**6. Request**

I hereby request that the New Community Management Statement deposited herewith which amends Schedules A, B, C and D of the existing Community Management Statement be recorded as the Community Management Statement for Central Parklands Community Titles Scheme 31949.

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**7. Execution by applicant**

/ /  
**Execution Date**

.....  
**Applicant's or Solicitor's Signature**

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

**This statement incorporates and must include the following:**

- Schedule A - Schedule of Lot entitlements*
- Schedule B - Explanation of development of scheme land*
- Schedule C - By-laws*
- Schedule D - Any other details*
- Schedule E - Allocation of exclusive use areas*

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CMS LABEL NUMBER

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<b>1. Name of community titles scheme</b> Central Parklands Community Titles Scheme 31949	<b>2. Regulation module</b> Standard Module
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**3. Name of Body Corporate**  
Body Corporate for Central Parklands Community Titles Scheme 31949

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**4. Scheme land**

Lot on Plan Description	Title Reference
See Enlarged Panel	

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<b>5. #Name and address of original owner</b> Not Applicable	<b>6. Reference to plan lodged with this statement</b> Not Applicable
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# first community management statement only

**7. Local Government community management statement notation**  
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

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**8. Consent of Body Corporate**

.....  
Chairperson/Secretary

/ /  
**Execution Date**

.....  
Committee Member **\*Execution**

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

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4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Central Parklands Community Titles Scheme 31949	50469778
Lot 1 to 8 inclusive on SP 150929	50469779 to 50469786 inclusive
Lot 11 to 14 inclusive on SP 150929	50469787 to 50469790 inclusive
Lot 36 to 44 inclusive on SP 150929	50469791 to 50469799 inclusive
Lot 53 to 58 inclusive on SP 150929	50469800 to 50469805 inclusive
Lot 34 to 35 inclusive on SP 150931	50635468 to 50635469 inclusive
Lot 15 to 26 inclusive on SP 179839	50615494 to 50615505 inclusive
Lot 27 to 28 inclusive on SP 202647	50687732 to 50687733 inclusive
Lot 29 to 30 inclusive on SP 206763	50687730 to 50687731 inclusive
Lot 31 to 32 inclusive on SP 206764	50687724 to 50687725 inclusive
Lot 33 on SP 202647	50687734
Lot 49 to 52 inclusive on SP 150933	50476105 to 50476108 inclusive
Lot 45 to 48 inclusive on SP 169044	50533851 to 50533854 inclusive
Lot 9 to 10 Inclusive on SP 172612	50538073 to 50538074 inclusive
Lot 81 to 86 inclusive on SP 166936	50550830 to 50550835 inclusive
Lot 59 to 69 inclusive on SP 198718	50660795 to 50660805 inclusive
Lot 70 to 80 inclusive on SP 202629	50674064 to 50674074 inclusive
Lot 87 to 94 inclusive on SP 188567	50606249 to 50606256 inclusive
Lot 95 to 100 inclusive on SP 174571	50598329 to 50598334 inclusive
Lot 101 to 106 inclusive on SP 193921	50633925 to 50633930 inclusive
Lot 107 to 110 inclusive on SP 198676	50656198 to 50656201 inclusive
Common Property of Brighton Villas Community Titles Scheme 38448	50724387
Lot 1 to 6 inclusive on SP 202614	50724388 to 50724393 inclusive
Common Property of Sandringham Villas Community Titles Scheme 36094	50635455
Lot 1 to 8 inclusive on SP 150934	50635456 to 50635463 inclusive
Common Property of Chelsea Villas Community Titles Scheme 32897	50510135
Lot 1 to 14 inclusive on SP 150935	50510136 to 50510149 inclusive
Common Property of Portsea Villas Community Titles Scheme 34838	50588203
Lot 1 to 13 inclusive on SP 174559	50588204 to 50588216 inclusive

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**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 1 on SP 150929	1	86
Lot 2 on SP 150929	1	81
Lot 3 on SP 150929	1	81
Lot 4 on SP 150929	1	81
Lot 5 on SP 150929	1	93
Lot 6 on SP 150929	1	76
Lot 7 on SP 150929	1	76
Lot 8 on SP 150929	1	76
Lot 11 on SP 150929	1	135
Lot 12 on SP 150929	1	111
Lot 13 on SP 150929	1	111
Lot 14 on SP 150929	1	111
Lot 36 on SP 150929	1	82
Lot 37 on SP 150929	1	82
Lot 38 on SP 150929	1	96
Lot 39 on SP 150929	1	85
Lot 40 on SP 150929	1	85
Lot 41 on SP 150929	1	85
Lot 42 on SP 150929	1	85
Lot 43 on SP 150929	1	88
Lot 44 on SP 150929	1	101
Lot 45 on SP 169044	1	63
Lot 46 on SP 169044	1	46
Lot 47 on SP 169044	1	46
Lot 48 on SP 169044	1	59
Lot 49 on SP 150933	1	59
Lot 50 on SP 150933	1	46
Lot 51 on SP 150933	1	46
Lot 52 on SP 150933	1	59
Lot 53 on SP 150929	1	74
Lot 54 on SP 150929	1	76
Lot 55 on SP 150929	1	78
Lot 56 on SP 150929	1	78
Lot 57 on SP 150929	1	78

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Lot 58 on SP 150929	1	79
Lot 34 on SP 150931	1	57
Lot 35 on SP 150931	1	65
Lot 15 on SP 179839	1	45
Lot 16 on SP 179839	1	45
Lot 17 on SP 179839	1	66
Lot 18 on SP 179839	1	71
Lot 19 on SP 179839	1	65
Lot 20 on SP 179839	1	58
Lot 21 on SP 179839	1	45
Lot 22 on SP 179839	1	45
Lot 23 on SP 179839	1	58
Lot 24 on SP 179839	1	58
Lot 25 on SP 179839	1	45
Lot 26 on SP 179839	1	45
Lot 27 on SP 202647	1	80
Lot 28 on SP 202647	1	50
Lot 29 on SP 206763	1	56
Lot 30 on SP 206763	1	64
Lot 31 on SP 206764	1	64
Lot 32 on SP 206764	1	56
Lot 33 on SP 202647	1	46
Body Corporate for Brighton Villas Central Parklands Community Titles Scheme 38448	6	513
Body Corporate for Sandringham Villas Community Titles Scheme 36094	8	587
Body Corporate for Chelsea Villas Community Titles Scheme 32897	14	691
Lot 9 on SP 172612	1	64
Lot 10 on SP 172612	1	57
Lot 81 on SP 166936	1	54
Lot 82 on SP 166936	1	49
Lot 83 on SP 166936	1	48
Lot 84 on SP 166936	1	48
Lot 85 on SP 166936	1	48
Lot 86 on SP 166936	1	48
Lot 59 on SP 198718	1	81
Lot 60 on SP 198718	1	69
Lot 61 on SP 198718	1	97

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Lot 62 on SP 198718	1	70
Lot 63 on SP 198718	1	63
Lot 64 on SP 198718	1	61
Lot 65 on SP 198718	1	61
Lot 66 on SP 198718	1	61
Lot 67 on SP 198718	1	61
Lot 68 on SP 198718	1	61
Lot 69 on SP 198718	1	80
Lot 70 on SP 202629	1	79
Lot 71 on SP 202629	1	61
Lot 72 on SP 202629	1	61
Lot 73 on SP 202629	1	61
Lot 74 on SP 202629	1	61
Lot 75 on SP 202629	1	61
Lot 76 on SP 202629	1	62
Lot 77 on SP 202629	1	70
Lot 78 on SP 202629	1	96
Lot 79 on SP 202629	1	70
Lot 80 on SP 202629	1	80
Lot 87 on SP 188567	1	48
Lot 88 on SP 188567	1	61
Lot 89 on SP 188567	1	61
Lot 90 on SP 188567	1	48
Lot 91 on SP 188567	1	48
Lot 92 on SP 188567	1	48
Lot 93 on SP 188567	1	48
Lot 94 on SP 188567	1	34
Lot 95 on SP 174571	1	63
Lot 96 on SP 174571	1	53
Lot 97 on SP 174571	1	94
Lot 98 on SP 174571	1	50
Lot 99 on SP 174571	1	52
Lot 100 on SP 174571	1	77
Lot 101 on SP 193921	1	76
Lot 102 on SP 193921	1	75
Lot 103 on SP 193921	1	74
Lot 104 on SP 193921	1	74

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Lot 105 on SP 193921	1	73
Lot 106 on SP 193921	1	59
Lot 107 on SP 198676	1	44
Lot 108 on SP 198676	1	46
Lot 109 on SP 198676	1	61
Lot 110 on SP 198676	1	59
Body Corporate for Portsea Villas Community Titles Scheme 34838	13	862
<b>TOTALS</b>	<b>151</b>	<b>10000</b>

The contribution schedule lot entitlements have been determined using the relativity principle. The relevant factor is how the community titles scheme is structured, namely, the number of dwellings on each lot.

The interest schedule lot entitlements have been determined using the market value principle.

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

**1. LAYERED SCHEME**

The Scheme Land is made up of a layered arrangement consisting of the Principal Scheme, Central Parklands Community Titles Scheme 31949, and the subsidiary schemes, Chelsea Villas Community Titles Scheme 32897, Portsea Villas Community Titles Scheme 34838, Sandringham Villas Title Scheme 36094 and Brighton Villas Central Parklands Community Titles Scheme 38448.

**SCHEDULE C BY-LAWS**

The following By-Laws apply to the Scheme.

**1. HOW TO INTERPRET THESE BY-LAWS**

- 1.1 These are the by-laws for the Central Parklands Community Titles Scheme CTS31949 which have effect in accordance with the Act.
- 1.2 In these by-laws unless the contrary intention appears, a reference to:
- (a) "Act" means the *Body Corporate and Community Management Act 1997*;
  - (b) "CMS" means this community management statement;
  - (c) "Committee" means the committee of the Principal Body Corporate;
  - (d) "Common Property" has the same meaning as in the Act;
  - (e) "including" means including by way of non-exhaustive example only;
  - (f) "Letting Agent" has the same meaning as in the Act;
  - (g) "Lot" means a lot in the Principal Scheme or a lot in a Subsidiary Scheme;

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- (h) "Module" means the regulation module identified in item 2 of this CMS;
- (i) "Occupier" has the same meaning as in the Act and includes the occupier of a Lot in the Principal Scheme and the occupier of a Lot in a Subsidiary Scheme;
- (j) "On-site Manager" means a person appointed by the Principal Body Corporate or a Subsidiary Body Corporate as a Letting Agent or as a Service Contractor, or both;
- (k) "On-site Manager's Lot" means Lot 8 on SP 174559 in the Portsea Villas Community Titles Scheme 34838;
- (l) "On-site Manager's Office" means the part of the Common Property allocated as an office for use by the On-site Manager under an occupation authority;
- (m) "Owner" has the same meaning as in the Act and includes the owner of a Lot in the Principal Scheme and the owner of a Lot in a Subsidiary Scheme;
- (n) "Principal Body Corporate" means the Body Corporate for the Principal Scheme;
- (o) "Principal Scheme" means the Central Parklands Community Titles Scheme 31949;
- (p) "Principal Scheme Land" means all of the land, including Lots and Common Property, comprised in the Principal Scheme;
- (q) "Recreation Area" includes the Recreation Clubhouse and the Recreation Centre Facilities;
- (r) "Recreation Clubhouse" means the building in which is located the kitchen, entertaining area, sauna, toilets, gymnasium, storage and utility areas and the On-site Manager's office.
- (s) "Recreation Centre Facilities" includes the Recreation Clubhouse, swimming pool, sauna, spa, tennis court, BBQ's, walkways, gardens, outside entertaining areas and surrounds and associated furniture, appliances, fittings and equipment;
- (t) "Service Contractor" has the same meaning as in the Act;
- (u) "Subsidiary Body Corporate" means each and every Body Corporate of a Subsidiary Scheme;
- (v) "Subsidiary Scheme" includes:
  - (i) Brighton Villas Community Titles Scheme 38448;
  - (ii) Chelsea Villas Community Titles Scheme 32897;
  - (iii) Portsea Villas Community Titles Scheme 34838; and
  - (iv) Sandringham Villas Community Titles Scheme 36094.
- (w) the singular includes the plural and vice versa;
- (x) a law includes all amendments or replacements to the law;
- (y) a thing is a reference to the whole of the thing and each part of the thing; a vehicle includes all types of automobiles including trucks, bicycles, motorbikes, trailers, caravans, camper vans motor homes, mobile homes;



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- (z) words used in the by-laws and defined in the Act have the same meaning as set out in the Act;
- (aa) the Principal Body Corporate (including a reference to the Principal Body Corporate doing something or approving something) is to be read as including a reference to the committee unless the committee cannot deal with the relevant matter because it is a restricted matter or the committee is otherwise excluded by law; and
- (bb) a “person” includes corporations and other entities (including, without limitation, a Subsidiary Body Corporate).

**2. SECURITY**

- 2.1 The Principal Body Corporate operates a security system or systems designed to prevent, detect and monitor entry to the Recreation Area. The security system or systems includes electronically controlled entry / exit gates and a video camera network within the Recreation Area.
- 2.2 The Principal Body Corporate may operate the security system itself or engage someone else to operate it (including a person who is a “service contractor” within the meaning of the Act).
- 2.3 Owners and Occupiers must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation, including:
  - (a) climbing over gates and fences to gain access to, or exit from, the Recreation Area;
  - (b) providing gate access tags to guests who are unaccompanied by the Occupier.

**3. NOISE & OBSTRUCTION**

- 3.1 Occupiers must not create noise likely to unreasonably interfere with the peaceful enjoyment of a person lawfully on another Lot or on land in a subsidiary scheme or the Common Property.

**4. BEHAVIOUR OF INVITEES**

- 4.1 Occupiers must ensure that their visitors:
  - (a) comply with these by-laws; and
  - (b) when using or on Common Property do not behave in a way likely to unreasonably interfere with the peaceful enjoyment of a person on another Lot or Common Property in the Principal Scheme.
- 4.2 An Owner or Occupier of a Lot is responsible for any breach of these by-laws by their visitors.

**5. MAINTENANCE OF LOTS**

- 5.1 An Owner or Occupier must ensure its Lot is kept clean and maintained in good order and take all reasonable and practicable steps to prevent infestation by vermin, insects and other pests.
- 5.2 If an Owner or Occupier fails to comply with by-law 5.1, the Principal Body Corporate may, subject to section 169 of the Module, carry out any work required to remedy the contravention.

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**6. EXTERNAL APPEARANCE**

- 6.1 An Owner or Occupier must not change the external colour scheme of a Lot without the prior written consent of the Committee. When deciding an application under this by-law the Committee must ensure uniformity in appearance of the Principal Scheme as a whole.
- 6.2 All front yards and courtyards of Lots are to be maintained in good condition and kept neat and tidy at all times.
- 6.3 Except with the prior written consent of the Committee no caravans, campervans, motor homes, mobile homes, boats or large commercial vehicles (including but not limited to trucks) are to be stored on the Lot or Common Property unless the same is either stored in the garage or on a portion of the Lot totally screened from view from outside the Lot.

**7. STRUCTURAL ALTERATIONS**

- 7.1 An Owner or Occupier must not make any structural alteration to a Lot or the Common Property without the prior written consent of the Committee and must obtain any other requisite statutory or other approval. Any application for structural alteration to a Lot or the Common Property must be accompanied by a report from a structural engineer.
- 7.2 No additional driveways, garages or car accommodation are to be erected upon any Lot without the prior written consent of the Committee.
- 7.3 No structure, other than a garden shed no larger than 6 square metres in area and of height no greater than 2.1 metres, may be erected on Principal Scheme land without the prior written consent of the Committee, which shall only be given if the structure is totally screened from view from outside the Lot and does not cause any nuisance to the Occupier of another Lot.
- 7.4 No retaining walls, other than those constructed at the time of construction of the dwelling on the Lot, are to be erected upon any Lot without the prior written consent of the Committee.
- 7.5 No additional fencing is to be erected upon the Lot, other than fencing constructed at the same time as construction of the dwelling on the Lot, without the prior written consent of the Committee. Any such approved fencing is to be of similar style, materials and colour as that originally constructed.
- 7.6 Enclosing pergolas, erecting or installing any structures, including decks, solar panels, skylights, domes and the like or changing any existing structure on the outside of the lot must not be undertaken without the prior written consent of the Committee.
- 7.7 Shade structures, including pergolas, sails and the like, may be constructed adjacent to the rear living rooms or in the courtyard of a Lot, provided such construction shall not be attached to any adjoining wall or fence, must be of no greater area than 20 square metres and be no higher than 3 metres above ground level. Such structure must not shade any part of any adjoining Lot nor restrict a view line to the street, or to a park, from any adjoining Lot.
- 7.8 No structure, including hoods and awnings shall be affixed to the front or side of any dwelling on a Lot without the prior written consent of the Committee. If approved, the style, colour and texture must be consistent with the general style, colour and texture of other Lots to ensure a uniform appearance.
- 7.9 Dwellings on a Lot may have an air-conditioner installed but only if a split system or ducted system is utilised and any plant is located so as not to be visible from any road or other Lot and is suitably sound-proofed.

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**8. USE OF RECREATION AREA**

- 8.1 The Recreation Area is only to be used for recreation purposes by Occupiers and their accompanied bona fide guests.
- 8.2 The rules for use of Recreation Area are:
- (a) the Recreation Area must not be used between 9.00 pm and 6.00 am without the prior written consent of the Committee;
  - (b) to minimise noise to neighbouring Occupiers the tennis court must not be used between 8.00 pm and 8.00 am without the prior written consent of the Committee;
  - (c) to minimise noise to neighbouring Occupiers and for safety purposes the swimming pool and the spa must not be used between 9.00 pm and 6.00 am and children under the age of 14 will not be permitted in the pool or spa before 8.00 am. Adults may swim laps before 8.00 am;
  - (d) the swimming pool and the spa may only be used by Occupiers or guests accompanied by an Occupier;
  - (e) for safety purposes children under the age of 14 must be supervised by an adult Occupier when inside the swimming pool fenced enclosure and must be accompanied by an adult Occupier to use the Recreation Centre Facilities;
  - (f) glass items and other breakable objects must not be taken inside the swimming pool fence;
  - (g) gates to the swimming pool must be closed immediately after entry or exit;
  - (h) a maximum of 6 guests may accompany the Occupiers of each Lot unless the Occupiers obtain the prior written consent of the Committee;
  - (i) for safety reasons only adult Occupiers are permitted to use the sauna and the gym;
  - (j) users of the spa must observe the following:
    - (i) use at own risk;
    - (ii) use of the spa by children under the age of 14 years is prohibited unless accompanied by a responsible adult Occupier;
    - (iii) no soap, bubble bath or any other liquid is allowed in the spa;
    - (iv) diving or jumping into the spa is prohibited.
  - (k) subject to section 181 of the Act no animals are permitted in the Recreation Area;
  - (l) the Recreation Area must be kept clean at all times;
  - (m) no commercial uses other than management / letting activities are allowed within the Recreation Area;
  - (n) for health and safety purposes, smoking is not permitted within the Recreation Area;

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8.3 The Principal Body Corporate or the On-site Manager may close any swimming pool area for safety and maintenance purposes.

8.4 Occupiers and their guests using the Recreation Area Facilities must use them only for their intended purpose, keep them clean and not leave them in an untidy or littered state:

- (a) BBQ'S must be cleaned by users after use - cleaning equipment and materials are kept under the kitchen sink;
- (b) crockery, cutlery, glassware, etc must be washed and dried and put away after use;
- (c) rubbish is to be deposited in the rubbish bins provided.

**9. KEEPING OF ANIMALS**

9.1 Subject to section 181 of the Act, an Occupier of a Lot must not keep an animal in their Lot or on the Common Property without the prior written approval of the Committee for that particular animal.

9.2 In considering a request to approve an animal under this by-law the committee must have regard to the following:

- (a) any relevant regulations, ordinances or development conditions imposed by the local authority;
- (b) the predominant use and the size of the Lots in the Principal Scheme;
- (c) the size of the animal (and, specifically, whether the animal is suited to living within the confines of the relevant Lot);
- (d) the breed of the animal (and, specifically, whether that breed is behaviourally and socially suited to living within the confines of the relevant Lot and whether that breed has a disposition likely to contravene any by-law at the Principal Scheme, particularly in relation to noise, odours and disease);
- (e) whether the animal has been de-sexed;
- (f) whether the animal has been treated for internal and external parasites and diseases;
- (g) whether the animal is venomous or dangerous;
- (h) whether the animal is domesticated or trained;
- (i) whether the animal is likely to cause fear or harm to other Occupiers or persons in the event that it escapes from the Lot.

9.3 When seeking approval for an animal under these by-laws, an Occupier, if requested by the committee, shall provide the committee with a report from the animal's veterinarian which addresses each of the relevant requirements of by-law 9.2.

9.4 An Occupier who has received approval for an animal under this by-law must:

- (a) keep the animal contained within the lot and must not allow the animal to roam on the Common Property;
- (b) only transport the animal across the Common Property on a leash or in a closed container;
- (c) keep the animal licenced (if required);

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- (d) ensure that the animal does not emit any sound, odour, disease or allergen that is likely to interfere with the peaceful enjoyment of a Lot or the Common Property by another Occupier;
- (e) ensure that the animal receives regular veterinary or other appropriate treatment to ensure the health and well-being of the animal and to reduce the risk of pests, allergens and diseases;
- (f) regularly remove any droppings and waste in a suitably sealed receptacle to ensure minimal risk of odour, disease and allergen transfer;
- (g) ensure that the animal does not cause any risk, harm, damage or nuisance.

9.5 The Committee may withdraw its approval under this by-law in the event that any of the above conditions are contravened and the relevant Occupier fails to remedy a notice of a continuing or future contravention of by-law 9.4 within 7 days of receipt from the Committee.

9.6 An Occupier must remove an animal from its lot within 7 days of receiving notice from the Committee that approval for the animal has been withdrawn.

9.7 In the event that the animal for which approval has previously been granted dies or is lost the approval no longer remains in force. Any replacement animal will be required to be approved under this by-law.

**10. DAMAGE TO COMMON PROPERTY**

10.1 An Owner or Occupier must not without the Committee's prior written approval, alter, mark, paint, drive nails, screws or other objects into Common Property or a Principal Body Corporate asset, or otherwise damage or deface the Common Property including a structure that forms part of the Common Property or a Principal Body Corporate asset.

**11. PLANTS AND GARDENS**

11.1 Owners or Occupiers must not, without the Committee's prior written approval:

- (a) damage a lawn, garden, tree, shrub, flower or other flora on the Common Property; or
- (b) use a part of the Common Property as a garden.

The Committee may cancel the approval by giving 7 days' written notice to the person who obtained the approval.

**12. RUBBISH DISPOSAL**

12.1 Owners and Occupiers must not leave rubbish or other materials, including recycle material, on the Common Property in a way or place likely to interfere with the use and enjoyment of the Common Property by someone else.

12.2 Every Owner and Occupier must:

- (a) comply with all laws about disposal of rubbish; and
- (b) ensure that the safety, health, hygiene and comfort of the Occupiers of other Lots is not adversely affected when disposing of rubbish.

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12.3 Owners and Occupiers must not restrict access to the Common Property by the relevant government authority, the Principal Body Corporate or its contractors or workmen in collecting and disposing of rubbish.

**13. USE OF LOTS AND COMMON PROPERTY – GENERAL**

13.1 Owners and Occupiers must not, without the Principal Body Corporate's prior written approval, store a flammable substance on the Common Property.

13.2 Owners and Occupiers must not, without the Principal Body Corporate's prior written approval, store a flammable substance on a lot unless the substance is used or intended for use for domestic purposes and may be lawfully used for that purpose.

13.3 However, By-law 13.2 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 in accordance with the requirements of any law regulating the storage of flammable liquid.

13.4 Notwithstanding this By-law 13, the On-site Manager may store flammable substances used by the On-site Manager in the course of acting as an On-site Manager in a non-residential part of the On-site Manager's Lot, or on parts of the Common Property specified by the Principal Body Corporate as a storage area granted to the On-site Manager as part of a Common Property occupation authority.

13.5 An Occupier using Common Property or Recreation Centre Facilities must use them properly and only for the purpose for which they are intended and designed.

13.6 An Occupier shall give the Committee prompt notice of any accident to or defect in the Common Property.

**14. RESTRICTED ACCESS AREAS**

14.1 The Principal Body Corporate must ensure that any parts of the Common Property used for:

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) other services to the lots and Common Property;

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers may not enter or open or tamper with such areas without the prior written consent of the Principal Body Corporate.

14.2 The Principal Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Principal Body Corporate's duties in respect of the Common Property. These areas may be locked and access prohibited without the prior written consent of the Principal Body Corporate.

**15. VEHICLES**

15.1 An Occupier of a Lot must not, without the Principal Body Corporate's prior written approval:

- (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or

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(b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property.

15.2 An approval under Clause 15.1 must state the period for which it is given.

15.3 However, the Principal Body Corporate may cancel the approval by giving 7 days' written notice to the Occupier.

**16. UTILITY INFRASTRUCTURE**

16.1 Subject to compliance with section 163 of the Act, a Subsidiary Body Corporate and each Owner or Occupier of a Lot upon receiving reasonable notice from the Principal Body Corporate (except in the case of an emergency where such notice shall not be necessary) shall at all times allow (and hereby grants an irrevocable licence in favour of) the Principal Body Corporate, its contractors or workmen the right of access to subsidiary Common Property and / or lots (with or without machinery, vehicles, plant and equipment) for the purpose of carrying out works or effecting repairs to any utility infrastructure situated on any Common Property or a Lot.

**17. OBSTRUCTION**

17.1 An Owner or Occupier shall not obstruct lawful use of Common Property by any person.

**18. AERIALS**

18.1 An Owner or Occupier of a Lot shall not erect satellite receivers, dishes or similar without the prior written consent of the Principal Body Corporate and any other relevant authority having jurisdiction.

**19. TRADESMEN**

19.1 An Occupier shall not directly instruct any contractors or workmen engaged by the Principal Body Corporate unless so authorised.

**20. WATER APPARATUS**

20.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

**21. DAMAGE TO SERVICES**

21.1 An Occupier shall give the Principal Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric or gas installations or fixtures and the Principal Body Corporate by its agents or servants shall have authority in the circumstances, having regard to the urgency involved, to enter a Lot, examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Principal Scheme Land as often as may be necessary and such entry shall not constitute trespass.

**22. INFECTIOUS DISEASES**

22.1 In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any Lot the Occupier of such lot shall give written notice and any other information which may be required to the Principal Body Corporate and disinfect the lot and replace of any articles or things the destruction of which may be rendered necessary by such disease.

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**23. INSURANCE**

23.1 An Owner or Occupier shall not bring to, do or keep anything in his lot which may void any insurance policy in respect of a Lot, or Common Property, increase the rate of fire insurance on any lot or Common Property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon any lot or Common Property.

**24. ACCESS**

24.1 A person authorised by the Principal Body Corporate may access a Lot for the purpose of inspecting the Lot or carrying out work in the Lot, subject to compliance with section 163 of the Act.

**25. COPIES**

25.1 A copy of these by-laws (or a summary approved by the Committee) shall be exhibited in a prominent place in the Recreation Clubhouse.

**26. COMPLIANCE**

26.1 The duties and obligations imposed by these by-laws on an Owner or Occupier shall be observed not only by the Owner or Occupier but also by their guests, servants, employees, agents, invitees and licensees.

**27. BY-LAWS EXTEND TO OCCUPIERS**

27.1 In these by-laws where there is a right or license granted to an Owner (for the time being) of a Lot then this right or license shall also extend to the lawful Occupier of such Lot

**28. USE OF LOTS**

28.1 Residential Purposes

Lots may only be used for residential purposes, unless the Principal Body Corporate consents and Local Government approval is obtained.

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

Nil

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

Not applicable