



"By-Laws"

Community Management Statement

www.18bourtonroad.org

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994, and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



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\$101.76

28/02/2023 10:08

BE 470

1. Nature of request

Request to record a new community management statement for Bourton Place Community Titles Scheme 32923

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

Grace Lawyers
PO Box 12962
George Street QLD 4003
brenton.schoch@gracelawyers.com.au
07 3102 4120

Lodger Code

2437

2. Lot on Plan Description

Common Property of Bourton Place
Community Titles Scheme 32923

Title Reference

50510267

3. Registered Proprietor/State Lessee

Body Corporate for Bourton Place Community Titles Scheme 32923

4. Interest

Not Applicable

5. Applicant

Body Corporate for Bourton Place Community Titles Scheme 32923

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement, be recorded as the new Community Management Statement for Bourton Place Community Titles Scheme 32923.

7. Execution by applicant

27/2/2023
Execution Date

Brenton Schoch – Solicitor
Applicant's Solicitor's Signature

NEW COMMUNITY MANAGEMENT STATEMENT

32923

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

Office use only
CMS LABEL NUMBER

- | | |
|--|--|
| 1. Name of community titles scheme
Bourton Place Community Titles Scheme CTS ⁶⁵ 32923 | 2. Regulation module
Accommodation Module |
| <hr/> | |
| 3. Name of body corporate
Body Corporate for Bourton Place Community Titles Scheme CTS ⁶⁵ 32923 | |
| <hr/> | |
| 4. Scheme land
Lot on Plan Description
Common Property of Bourton Place
Community Titles Scheme CTS ⁶⁵ 32923
Lots 1 - 40 on SP 158890 | Title Reference
50510267

50510268 - 50510307 (Inclusive) |
| <hr/> | |
| 5. #Name and address of original owner
Not Applicable | 6. Reference to plan lodged with this statement
Not Applicable |

first community management statement only

- 7. New CMS exemption to planning body community management statement notation (if applicable*)**
Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')
NOT APPLICABLE PURSUANT TO S. 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

- 8. Execution by original owner/Consent of body corporate**



21 / 02 / 2023
Execution Date

Name: TREVOR NI
Chairperson/Secretary

Name: TREVOR Nicholson.
Committee Member

***Execution**

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

Privacy Statement

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SCHEDULE A SCHEDULE OF ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 158890	11	369
Lot 2 on SP 158890	10	330
Lot 3 on SP 158890	10	314
Lot 4 on SP 158890	10	314
Lot 5 on SP 158890	10	328
Lot 6 on SP 158890	10	328
Lot 7 on SP 158890	10	328
Lot 8 on SP 158890	10	328
Lot 9 on SP 158890	10	313
Lot 10 on SP 158890	10	313
Lot 11 on SP 158890	10	313
Lot 12 on SP 158890	10	313
Lot 13 on SP 158890	10	329
Lot 14 on SP 158890	10	329
Lot 15 on SP 158890	11	346
Lot 16 on SP 158890	10	330
Lot 17 on SP 158890	10	339
Lot 18 on SP 158890	11	351
Lot 19 on SP 158890	11	351
Lot 20 on SP 158890	10	335
Lot 21 on SP 158890	10	335
Lot 22 on SP 158890	10	336
Lot 23 on SP 158890	10	315
Lot 24 on SP 158890	10	315
Lot 25 on SP 158890	10	302
Lot 26 on SP 158890	10	313

Lot 27 on SP 158890	10	315
Lot 28 on SP 158890	10	316
Lot 29 on SP 158890	10	316
Lot 30 on SP 158890	10	315
Lot 31 on SP 158890	10	314
Lot 32 on SP 158890	10	314
Lot 33 on SP 158890	10	315
Lot 34 on SP 158890	10	316
Lot 35 on SP 158890	10	332
Lot 36 on SP 158890	10	329
Lot 37 on SP 158890	10	330
Lot 38 on SP 158890	10	330
Lot 39 on SP 158890	10	316
Lot 40 on SP 158890	10	316
Total	404	12991

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATION

1.1 In these By-laws, the following words have these meanings unless the contrary intention appears:

BCCM Act means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.

Body Corporate means the body corporate created on establishment of the Scheme.

By-laws means these by-laws or any specified part of them.

CMS means this community management statement.

Committee means the committee of the Body Corporate appointed pursuant to the Act.

Common Property means the common property of the Scheme.

Drying Facilities means washing lines, hoists, and racks.

Improvement means the erection of a building, a structural change, or a non-structural change of any kind.

Invitee means any person on the Scheme Land with the permission of an Owner or Occupier.

Lot means an individual lot in the Scheme.

Owner or Occupier means the owner and/or occupier from time to time of a Lot.

Recreation Facilities means the swimming pool, gymnasium, barbeque area, sauna, steam room, lockers, gallery, clubhouse, kitchen and servery, showers, toilets, gazebo and adjacent areas.

Scheme means Bourton Place Community Titles Scheme 32923.

Scheme Land means all of the land contained in the Scheme.

Utility Infrastructure means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with utility services, and a device for measuring the reticulation or supply of a utility service.

Vehicle includes all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies or any other equivalent means of transportation.

1.2 In these By-laws unless the contrary intention appears:

- (a) headings are for guidance only and are not to be used as an aid in interpretation;
- (b) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act;
- (c) a reference to a By-law includes any variation or replacement of it;
- (d) a 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;
- (e) the singular includes the plural and vice versa;
- (f) reference to either gender includes a reference to the other gender;
- (g) a reference to any thing is a reference to the whole and each part of it;
- (h) reference to a person includes a firm, body corporate, an unincorporated association or an authority;
- (i) for the purpose of by-law 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act; and
- (j) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

1.3 Where these By-laws say that something can or must be done by the Body Corporate, then that thing may be done by the Committee unless it amounts to a decision on a restricted issue.

1.4 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.

1.5 These By-laws must be read in conjunction with the obligations of the Body Corporate, Owners and Occupiers under the BCCM Act.

2. APPLICABILITY

- 2.1 If the Owner of a Lot is not its Occupier, that Owner must ensure that any Occupiers of the Lot (i.e. the tenants) are given notice of:
- (a) these By-laws at the time any tenancy, letting or lease arrangement is entered into; and
 - (b) any amendments to these By-laws within one month of those amendments taking effect.
- 2.2 An Occupier must take all reasonable steps to ensure their Invitees comply with these By-laws.

3. COMMUNICATIONS

Owners and Occupiers must communicate with the Committee and the body corporate manager in a reasonable and courteous manner, and not in any way which constitutes a nuisance.

4. APPLICATION AND APPROVAL PROCESS

- 4.1 When deciding whether to approve an application made by an Owner or Occupier (the **Applicant**) under these By-laws, the Body Corporate may:
- (a) request the Applicant to provide all information reasonably required to make a decision;
 - (b) grant its approval on relevant conditions;
 - (c) refuse an application if the Applicant fails to provide any information reasonably necessary for the Body Corporate to make a decision within 28 days of a written request being made for specific information; or
 - (d) refuse any application which does not adhere to the By-laws or any relevant legislation.
- 4.2 An Owner or Occupier of a Lot granted approval under these By-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval.
- 4.3 Any approval under these By-laws by the Body Corporate is invalid to the extent it is inconsistent with the BCCM Act or Regulation Module.

5. TENANCIES

- 5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as possible, give the Body Corporate notice of:
- (a) the name of the tenant and all other Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy; and
 - (d) the name and service address of the Owner's letting agent for the tenancy.
- 5.2 An Owner must take reasonable steps under any lease, short-term letting agreement or tenancy agreement that applies to their Lot to ensure the Occupier/s of their Lot abide by these By-laws, and to address any breach of these By-laws by their Occupier/s.

6. NOISE

- 6.1 Occupiers leaving or returning to Lots late at night or early in the morning must do so quietly.
- 6.2 Invitees leaving after 11:00pm must be requested by their host to leave quietly.

6.3 An Occupier must not permit –

- (a) any musical instrument to be practised or played; or
- (b) any avoidable noise to be made,

so as to be audible to any person lawfully on another Lot or the Common Property, between the hours of 10:00pm and 8:00am.

6.4 In the event of any unavoidable noise in a lot at any time the Occupier must take all practical means to minimise noise and disturbance to any person lawfully on another Lot or Common Property.

7. NUISANCES

7.1 The Occupier must not use, or permit the use of, the Lot or the Common Property in a way that:

- (a) causes a nuisance or hazard; or
- (b) interferes unreasonably with the use or enjoyment of another Lot; or
- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8. SMOKING

An Occupier must not smoke or permit any invitees to smoke on the Common Property or from a lot such that it unreasonably interferes with the use or enjoyment of another Lot or Common Property or creates a hazard to a person on another Lot or the Common Property.

9. OBSTRUCTION

An Occupier must not obstruct, or permit the obstruction of, the lawful use of the Common Property by someone else.

10. VEHICLES, ROADS AND VISITOR PARKING

10.1 An Occupier 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 Common Property, other than a designated visitor car parking bays.

10.2 An Owner or Occupier of a lot shall not, without the Body Corporate's prior written approval, drive or permit to be driven any Vehicle in excess of 2 tonnes in weight onto or over the Common Property.

10.3 An approval under subsections 10.1(b) and 10.2 must state the period for which it is given and may be cancelled by the Body Corporate with seven (7) days written notice.

11. RECREATION FACILITIES

11.1 An Occupier must ensure that:

- (a) his invitees and guest do not use the Recreation Facilities unless he or another Owner or Occupier accompanies them;
- (b) children below the age of 13 years are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;

- (c) alcoholic beverages are not taken to or consumed in or around the Recreation Facilities except for bona fide social functions held at the kitchen and clubhouse with the consent of the Committee;
 - (d) glass containers or receptacles of any type are not taken to or allowed to remain in or around the Recreation Facilities except for bona fide social functions held at the kitchen and clubhouse with the consent of the Committee;
 - (e) invitees shall exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
 - (f) the Recreation Facilities (including the clubhouse) are only used between the hours of:
 - i. 6:00am and 10:00pm between September and April; and
 - ii. 7:00am and 9:00pm between May and August,unless the Committee decides otherwise.
 - (g) the Owner or Occupier and their invitees and guests are suitably attired at all times when using Recreation Facilities;
 - (h) the Owner or Occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker;
 - (i) the Recreation Facilities must be used only accordance with the manufacturer's specifications and recommendations and Occupiers shall not interfere with or remove requirement from where it is located, without the consent of the Committee
- 11.2 An Owner or Occupier of a lot shall not without proper authority operate, adjust, or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the same.
- 11.3 An Occupier may reserve the use of the clubhouse (including the kitchen) by applying in writing to the Committee to obtain their prior consent. The Committee shall have the authority to make rules for the reservation and use of the clubhouse, provided they are not inconsistent with these By-laws and the rules shall be observed by Occupiers unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 11.4 Without limiting the authority of the Committee, rules may be made with respect to:-
- (a) cleaning the clubhouse;
 - (b) serving of alcohol subject to Local Government and liquor licensing restrictions;
 - (c) replacement of breakages;
 - (d) annoying or offensive behaviour; and
 - (e) payment of costs or a deposit or bond in relation to using the clubhouse.
- 11.5 An Occupier who reserves use of the clubhouse shall ensure it is in a clean state after use and is returned to the state it was in prior to use.
- 11.6 Where equipment, furniture, floor coverings, locks, keys or any other property of the Body Corporate in any of the clubhouse, kitchen, or gymnasium is soiled, damaged, stained or lost, the Occupier who made the reservation shall be responsible for ensuring all equipment is returned to its original condition.

12. DAMAGE TO COMMON PROPERTY

- 12.1 An Owner or Occupier must not damage, deface or alter any part of the common property without the written approval of the Body Corporate.
- 12.2 If an Owner or Occupier causes damage or makes unauthorised improvements to the common property, they must cause repairs to be carried out so that the common property is restored to its original condition.
- 12.3 However, an Owner or Occupier may install 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.
- 12.4 The Owner or Occupier of the lot must keep a device installed under 12.3 in good order and repair.

13. DEPOSITING RUBBISH ON COMMON PROPERTY

- 13.1 An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust, paper, refuse, cigarette butts or other material likely to interfere unreasonably with the enjoyment of a person lawfully on another Lot or using Common Property.
- 13.2 An Occupier must not, without the Body Corporate's prior written approval, leave or place any item in any hallway, passageway, fire exit, cupboard, storage room or storage area on the Common Property.

14. GARBAGE DISPOSAL

- 14.1 The Occupier must keep 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 that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- 14.2 An Occupier must:
- (a) comply with any local council by-laws or government laws about the disposal of garbage that apply to the Scheme;
 - (b) keep their Lot free of pests and vermin;
 - (c) ensure that all garbage is securely bagged prior to disposal; and
 - (d) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.
- 14.3 Refuse bins are to be stored in the refuse bin storage area and only placed in the refuse bin collection area on the day of collection.

15. INTERFERENCE WITH SUPPORT, SHELTER, UTILITY INFRASTRUCTURE

- 15.1 An Occupier must not interfere, or permit interference, with:
- (a) support or shelter provided for a Lot or the Common Property; or
 - (b) utility infrastructure or utility services in a way that may affect the supply of utility services to another Lot or the Common Property,
- without the written approval of the Body Corporate.
- 15.2 If a Lot is to be unoccupied for a period of more than one month, then any stopcock on the hot water system must be turned off.

16. KEEPING ANIMALS

16.1 An Occupier must not:

- (a) bring or keep an animal on the lot or the common property; or
 - (a) permit an invitee to bring or keep an animal on the lot or common property,
- without the Body Corporate's written approval.

16.2 This by-law does not apply to a person who has the right to be accompanied by a guide dog under *The Guide, Hearing and Assistance Dogs Act 2009*.

16.3 An Occupier granted approval under this by-law must comply with any conditions of that approval, failing which the Body Corporate may withdraw that approval.

16.4 If the Body Corporate withdraws an approval, the Occupier must immediately remove the animal from scheme land.

17. IMPROVEMENTS

17.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

Examples –

- (a) *building a balcony out of a Lot into Common Property air space;*
- (b) *installing a clothesline on the Common Property;*
- (c) *making alterations to a garden on the Common Property; and/or*
- (d) *erecting a sign on the Common Property.*

17.2 An Occupier must not make any:

- (a) Improvements to:
 - (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and Common Property;
 - (b) doors, windows and associated fittings situated in a boundary wall separating a Lot from Common Property; or
 - (c) roofing membranes that are not Common Property but that provide protection for Lots or Common Property; or
- (b) structural alterations to:
 - (a) foundation structures;
 - (b) roofing structures providing protection; or
 - (c) essential supporting framework, including load-bearing walls; or
- (c) alterations to utility infrastructure (including gas, water and electrical installations) within a Lot or the common property;

without the written approval of the Body Corporate.

- 17.3 An Owner or Occupier must not make any Improvement to, renovate or refurbish a Lot without the written approval of the Body Corporate.

Examples –

- (a) *adding or changing internal walls;*
- (b) *re-painting the Lot;*
- (c) *laying any floor covering;*
- (d) *enclosing balconies; and*
- (e) *installing air-conditioning units.*

18. ALTERATIONS TO THE EXTERIOR OF A LOT

- 18.1 An Owner or Occupier must not make any alterations to the exterior of any lot without the written approval of the Body Corporate.

19. EXTERNAL APPEARANCE OF A LOT

- 19.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of a Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

- 19.2 The Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding, or another cloth article;
- (b) store any items, including bicycles; or
- (c) 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.

- 19.3 The following conditions apply in relation to Drying Facilities:-

- (a) The Occupier shall ensure that any drying facilities in the rear courtyard area of the lot shall be used only for drying and items that are dry shall be removed promptly and the drying facility retracted (where possible) when not in use.
- (b) Drying facilities shall not be changed or replaced with a different type of drying facility except with the consent of the Body Corporate.

20. CONDITION OF LOTS

- 20.1 An Occupier of a Lot must keep the parts of the Lot readily observable from another Lot or Common Property in a clean and tidy condition.
- 20.2 The Owner of a Lot must maintain the Lot in good condition, except for any part of the Lot the Body Corporate is required to maintain in good condition.
- 20.3 The Owner of a Lot must maintain the utility infrastructure within the boundaries of the Lot, and not part of Common Property, in good condition.
- 20.4 An Occupier must maintain any vegetation on their Lot in good condition.
- 20.5 An Occupier must maintain in good condition any air conditioning equipment.

21. USE OF LOTS

- 21.1 Unless otherwise provided for in these by-laws, an Owner or Occupier may not use their lot for anything other than residential purposes without written approval of the Body Corporate.
- 21.2 An Owner or Occupier of a lot shall not use, or permit the use of, their lot for any purpose which may be illegal, immoral or which may bring the scheme into disrepute.
- 21.3 This by-law does not restrict use of the Manager's Unit according to the terms of these by-laws.

22. DANGEROUS SUBSTANCES

- 22.1 An Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on the Common Property.
- 22.2 An Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is used or intended for use for domestic purposes.

23. NO ENCLOSURE OF BALCONIES ETC

Despite anything else in this Schedule C, balconies and terraces of a Lot are to remain unenclosed and there are to be no shutters, blinds or similar structures on balconies and terraces.

24. AUCTION SALES

An Owner or Occupier must not permit any auction sale or garage sale to be conducted on or to take place upon any Lot or the Common Property without the Body Corporate's prior written consent.

25. SECURITY

An Occupier must ensure that all doors and windows to their Lot that are reasonably accessible are securely fastened when the Lot is left unoccupied.

26. NO INTERFERENCE

- 26.1 An Owner or Occupier must not interfere with, hinder, harass or obstruct contractors or employees on the Scheme Land engaged by the Body Corporate.
- 26.2 An Owner or Occupier must not purport to give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate unless they are authorised to do so by the Body Corporate.

Note – any queries or concerns with the performance of any contractors engaged by the body corporate should be directed to the committee for consideration and, if appropriate, action.

27. ALIENATION

- 27.1 An Occupier must not:
- (a) take any part of the Common Property for their exclusive use; or
 - (b) alienate in any way any part of the Common Property; or
 - (c) otherwise interfere with the lawful use and enjoyment of Common Property by other Occupiers,
- without the written approval of the Body Corporate.

28. Management/Letting Unit

- 28.1 Lot 1 or such other lot nominated by the Manager to the Body Corporate in writing from time to time ("**the Manager's Unit**") may be used for both residential purposes and for the purposes of management of the Scheme Land and/or for the letting of lots in the Scheme Land on behalf of the Owners and/or the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Scheme Land.
- 28.2 Without derogating from the previous sub-clause, the Body Corporate has the power to not agree to allow any person or corporation other than the Owner or Occupier of the Manager's Unit to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

29. Allocation of Exclusive Use Areas – Courtyards

- 29.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the common property to which this exclusive use by-law shall apply ("**an authorised allocation**").
- 29.2 This by-law may attach to a lot on the basis of an authorised allocation. The Occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 29.3 Details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- 29.4 Owners of lots that have an exclusive use area allocated under this by-law are authorised to make an improvement to that exclusive use area to install a satellite dish (or similar receiver) provided the Owner first obtains the consent of the Committee to the size, colour and design. The Owner of the lot will be responsible for maintenance and operating costs of the satellite dish.
- 29.5 Subject to by-law 29.4, the rear courtyard exclusive use areas granted under this by-law are to be used by the Occupiers of each lot as a garden and courtyard area only. Each Occupier has the permission of the Body Corporate to make an improvement to the exclusive use rear courtyard area to install an air-conditioner unit and attachments to the Occupier's lot, provided the consent of the Body Corporate is first obtained. In granting its consent, the Body Corporate may impose conditions on the style, size and colour of the air conditioner unit and attachments.
- 29.6 Each Owner shall be responsible for the maintenance, operating costs and upkeep of their exclusive use area (including any air-conditioner unit or other improvement). The Occupier of that lot shall maintain the garden (including the lawn) and shall keep the exclusive use courtyard area in a neat and tidy condition. The Owner and Occupier of each lot shall allow access to the rear courtyard area to allow the body corporate, caretaker or their sub-contractors to inspect the rear courtyard area to ensure that the area is being properly maintained and the garden and lawn are in a neat and tidy condition.
- 29.7 The Owners of lots which, in the opinion of the Committee, have rear courtyard exclusive use areas suitable for a spa or pool are authorised to make an improvement to the exclusive use rear courtyard area to install a spa or pool and related equipment, provided the consent of the Body Corporate is first obtained in writing. In granting its consent, the Body Corporate may impose conditions on the style, size and colour of the spa or pool and its attachments and provide for adequate drainage. If a lot has a spa or pool in its exclusive use, the Owner of the lot shall be responsible for the maintenance, operating costs and upkeep of the spa or pool. The Occupier of a lot shall repair and main any spa or pool so that any part of the spa or pool visible from outside the lot is kept in an attractive state and the spa or pool does not create undue noise or leakage which may affect the Common Property or other Owners or Occupiers. An Owner or Occupier shall not except with the consent in writing of the Body Corporate, change the size or type of spa or pool. If water is not separately metered to lots the Owner shall instal a meter to measure water usage which may be charged back to the Owner in a levy notice. The Owner of a lot shall also be responsible for any increase in the insurance premium for the Body Corporate due to the risk associated with the pool or spa. Any such extra costs may be charged back to the Owner in a levy notice.
- 29.8 Owners of Lots which have an exclusive use yard area are authorised to make an improvement to that exclusive use area to install a pergola over the exclusive use area as approved by the Committee inwriting. The style, design

and colour of the pergola shall be consistent with the lot to which the exclusive use area attaches, shall not detract from the amenity of the Scheme and be according to typical plans approved by the Body Corporate. The Owner of such lot shall also have the special right to affix the pergola where reasonable to the Common Property on the outside of the lot. The Owner of the lot shall ensure that the pergola matches the colour and style of the dwelling and be of a high quality of design and workmanship. The Occupier shall repair and maintain the pergola so that any part of the pergola visible from outside the lot is kept in an attractive state. An Occupier shall not, except with the consent in writing of the Body Corporate, change the size, type or colour of the pergola once constructed.

- 29.9 If an Owner or Occupier does not comply with this by-law, the Body Corporate may issue a written notice to remedy to the Owner and/or Occupier. If the Owner or Occupier does not remedy the breach of this by-law within 7 days of being given the notice, the body corporate may engage the caretaker or another contractor to take remedial action. The Body Corporate, the caretaker and any sub-contractor shall have the right to enter the exclusive use rear courtyard area (and enter the lot to access such area) to carry out the remedial action. The Owner and Occupier of the lot are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal costs). The costs may be included in levy notices.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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NOT APPLICABLE

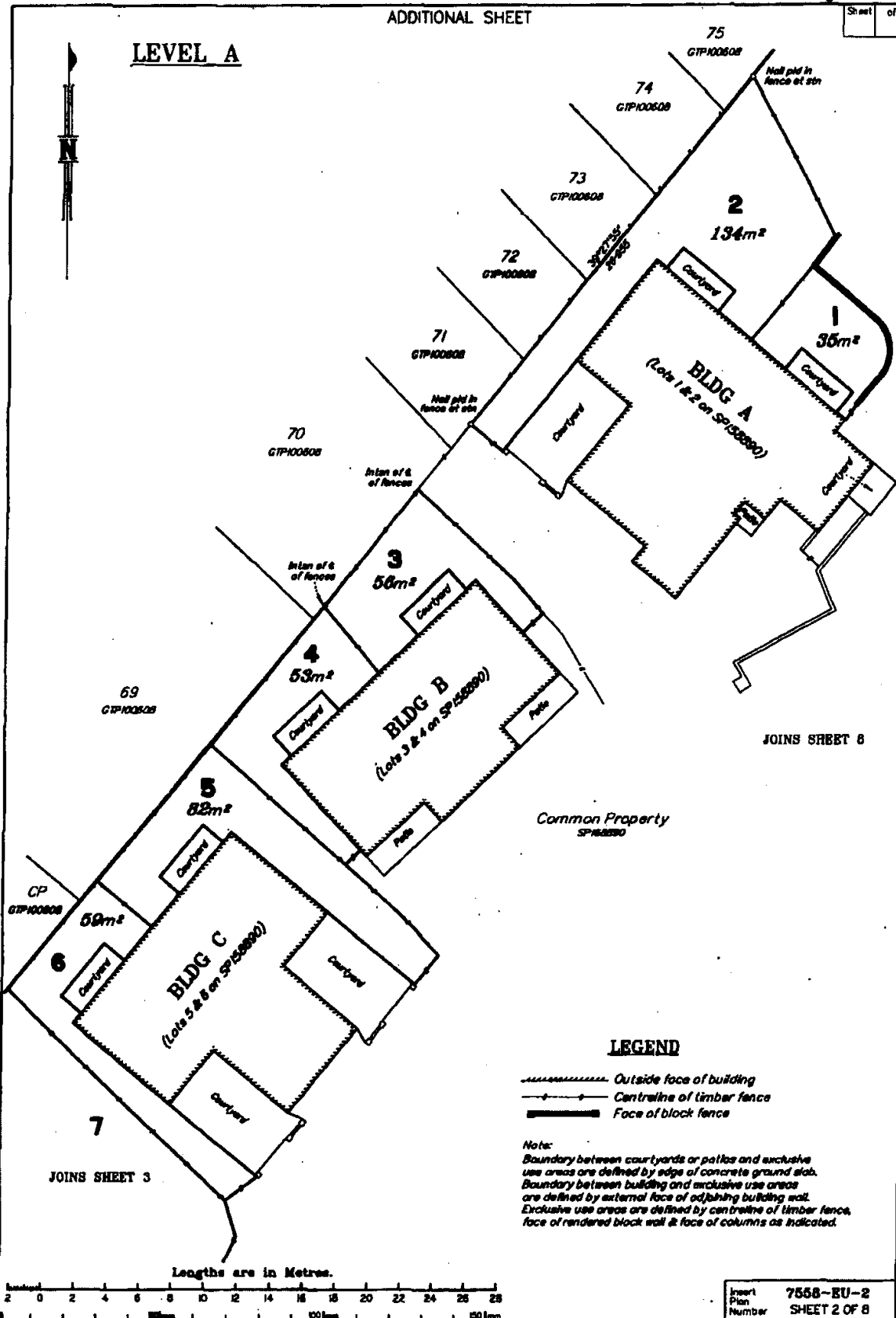
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot	Courtyard Area
Lot 1 on SP 158890	Area "1" on Sketch Plan A attached
Lot 2 on SP 158890	Area "2" on Sketch Plan A attached
Lot 3 on SP 158890	Area "3" on Sketch Plan A attached
Lot 4 on SP 158890	Area "4" on Sketch Plan A attached
Lot 5 on SP 158890	Area "5" on Sketch Plan A attached
Lot 6 on SP 158890	Area "6" on Sketch Plan A attached
Lot 7 on SP 158890	Area "7" on Sketch Plan A attached
Lot 8 on SP 158890	Area "8" on Sketch Plan A attached
Lot 9 on SP 158890	Area "9" on Sketch Plan A attached
Lot 10 on SP 158890	Area "10" on Sketch Plan A attached
Lot 11 on SP 158890	Area "11" on Sketch Plan A attached
Lot 12 on SP 158890	Area "12" on Sketch Plan A attached
Lot 13 on SP 158890	Area "13" on Sketch Plan A attached
Lot 14 on SP 158890	Area "14" on Sketch Plan A attached
Lot 15 on SP 158890	Areas "15A and 15B" on Sketch Plan A attached
Lot 16 on SP 158890	Area "16" on Sketch Plan A attached
Lot 17 on SP 158890	Area "17" on Sketch Plan A attached
Lot 18 on SP 158890	Area "18" on Sketch Plan A attached

Lot 19 on SP 158890	Areas "19A and 19B" on Sketch Plan A attached
Lot 20 on SP 158890	Area "20" on Sketch Plan A attached
Lot 21 on SP 158890	Area "21" on Sketch Plan A attached
Lot 22 on SP 158890	Area "22" on Sketch Plan A attached
Lot 23 on SP 158890	Area "23" on Sketch Plan A attached
Lot 24 on SP 158890	Area "24" on Sketch Plan A attached
Lot 25 on SP 158890	Area "25" on Sketch Plan A attached
Lot 26 on SP 158890	Area "26" on Sketch Plan A attached
Lot 27 on SP 158890	Area "27" on Sketch Plan A attached
Lot 28 on SP 158890	Area "28" on Sketch Plan A attached
Lot 29 on SP 158890	Area "29" on Sketch Plan A attached
Lot 30 on SP 158890	Area "30" on Sketch Plan A attached
Lot 31 on SP 158890	Area "31" on Sketch Plan A attached
Lot 32 on SP 158890	Area "32" on Sketch Plan A attached
Lot 33 on SP 158890	Areas "33A and 33B" on Sketch Plan A attached
Lot 34 on SP 158890	Area "34" on Sketch Plan A attached
Lot 35 on SP 158890	Area "35" on Sketch Plan A attached
Lot 36 on SP 158890	Area "36" on Sketch Plan A attached
Lot 37 on SP 158890	Area "37" on Sketch Plan A attached
Lot 38 on SP 158890	Area "38" on Sketch Plan A attached
Lot 39 on SP 158890	Area "39" on Sketch Plan A attached
Lot 40 on SP 158890	Area "40" on Sketch Plan A attached

ADDITIONAL SHEET

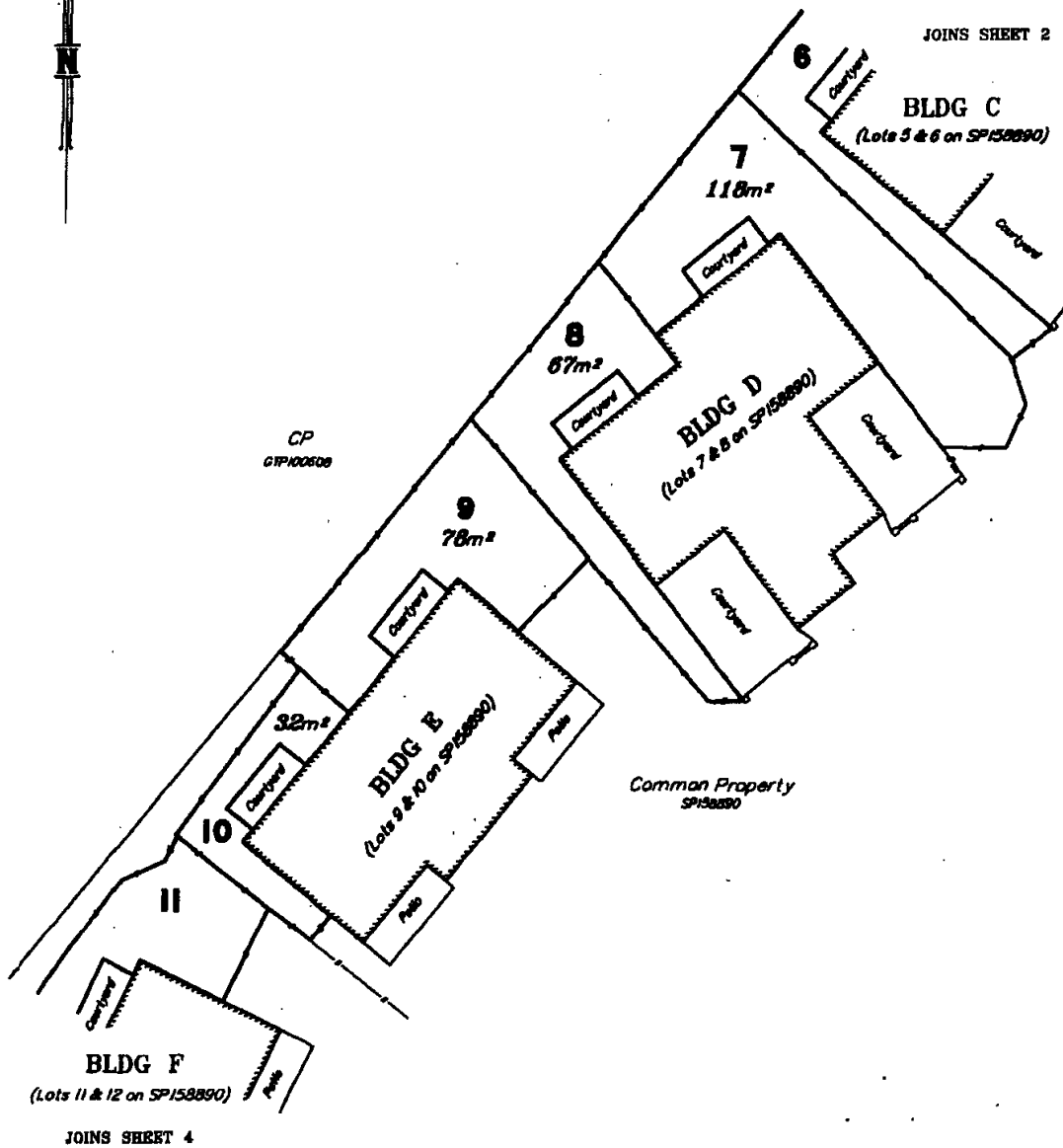
LEVEL A



ADDITIONAL SHEET

Sheet of

LEVEL A

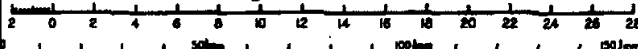


LEGEND

- Outside face of building
- Centreline of timber fence
- Face of block fence

Note:
 Boundary between courtyards or patios and exclusive use areas are defined by edge of concrete ground slab.
 Boundary between building and exclusive use areas are defined by external face of adjoining building wall.
 Exclusive use areas are defined by centreline of timber fence, face of rendered block wall & face of columns as indicated.

Lengths are in Metres.



Insert Plan Number 7658-EU-2
 SHEET 3 OF 8

ADDITIONAL SHEET

LEGEND

- Outside face of building
- Centreline of timber fence
- Face of block fence

Note:
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LEVEL A

JOINS SHEET 3

BLDG E

(Lots 9 & 10 on SP158890)

10

11

63m²

BLDG F
(Lots 11 & 12 on SP158890)

12

61m²

CP
GTP100608

56m²

13

14

BLDG G
(Lots 13 & 14 on SP158890)

46m²

16

59m²

Common Property
SP158890

15B

61m²

BLDG H
(Lots 15 & 16 on SP158890)

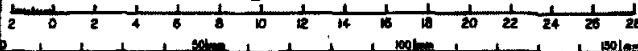
67
GTP100608

15A

8m²

JOINS SHEET 6

Lengths are in Metres.



Insert
Plan
Number 7558-BU-2
SHEET 4 OF 8

JOINS SET 8

JOINING SHEET 4

Common Property
5P158600

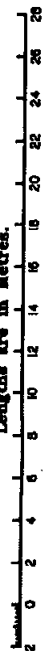
500
Public Use Land
SPENDING

LEGEND

Outside face of building
Centreline of timber fence
Face of block fence

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Exclusive use areas are defined by centreline of timber fence, face of rendered block wall & face of columns as indicated.

Lengths are in Metres.

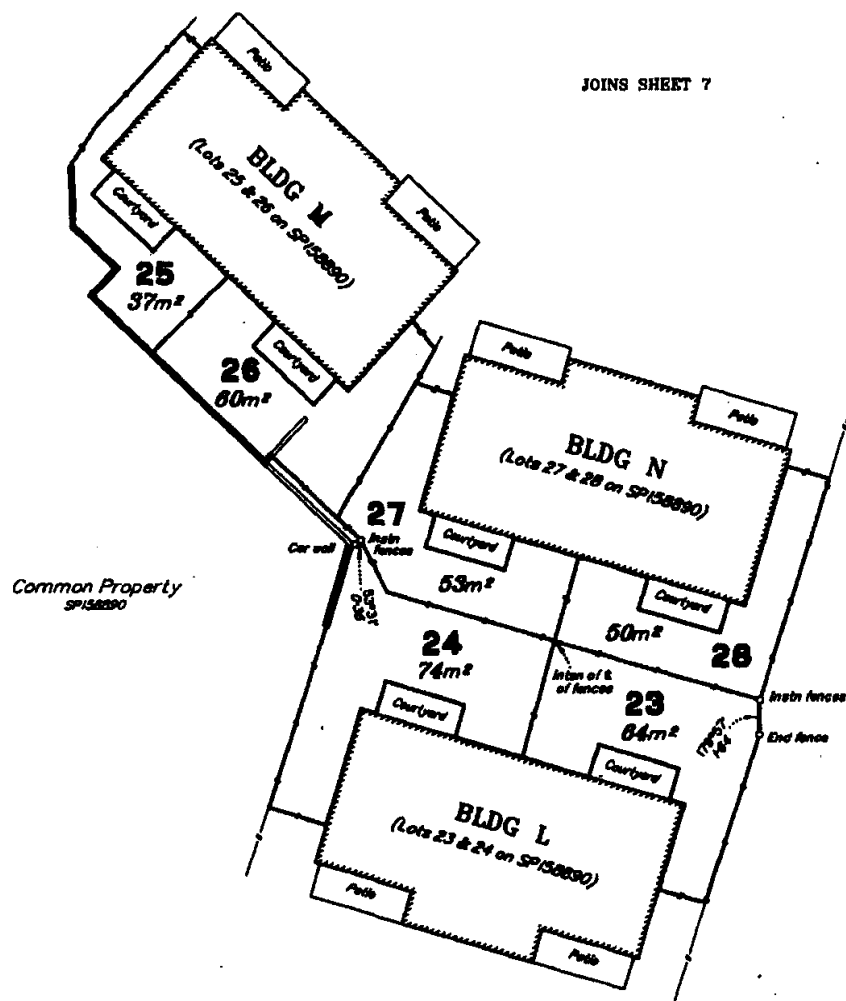


ADDITIONAL SHEET

Sheet of

LEVEL A

JOINS SHEET 7



JOINS SHEET 5

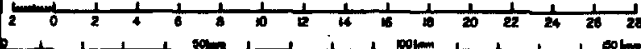
LEGEND

- Outside face of building
- Centreline of timber fence
- ===== Face of block fence

Note:

Boundary between courtyards or patios and exclusive use areas are defined by edge of concrete ground slab.
Boundary between building and exclusive use areas are defined by external face of adjoining building wall.
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Lengths are in Metres.



Insert
Plan
Number 7568-EU-2
SHEET 6 OF 8

ADDITIONAL SHEET

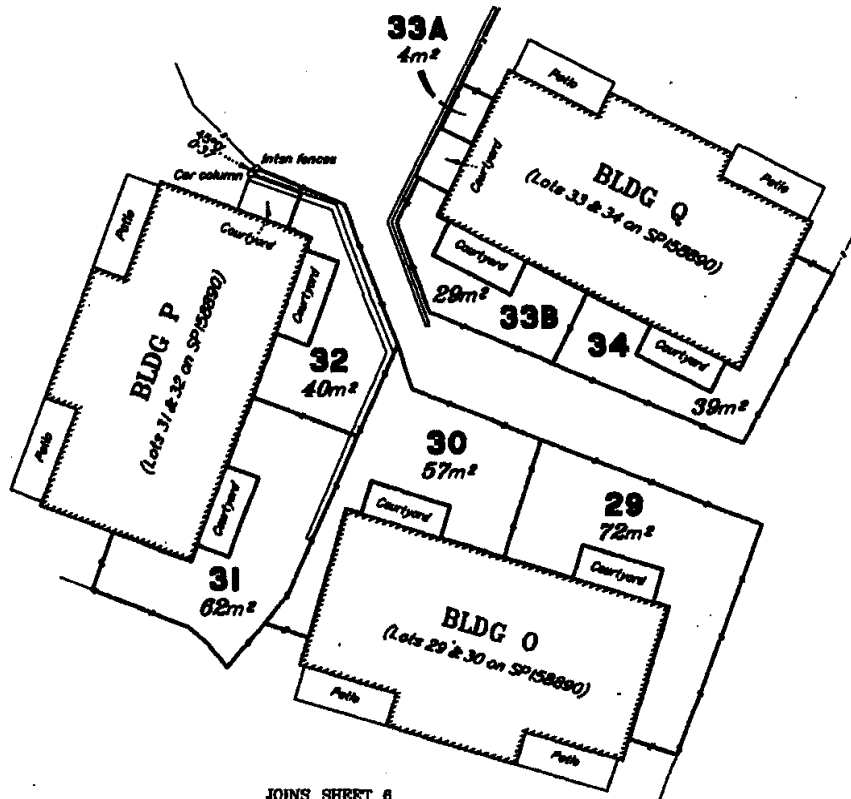
Sheet of

LEVEL A



Common Property
SP148690

JOINS SHEET 8



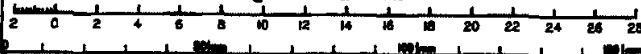
JOINS SHEET 6

LEGEND

- Outside face of building
- Centreline of timber fence
- ===== Face of block fence

Note:
Boundary between courtyards or patios and exclusive use areas are defined by edge of concrete ground slab.
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Lengths are in Metres.



Insert
Plan
Number 7558-EU-2
SHEET 7 OF 8

ADDITIONAL SHEET

Sheet of

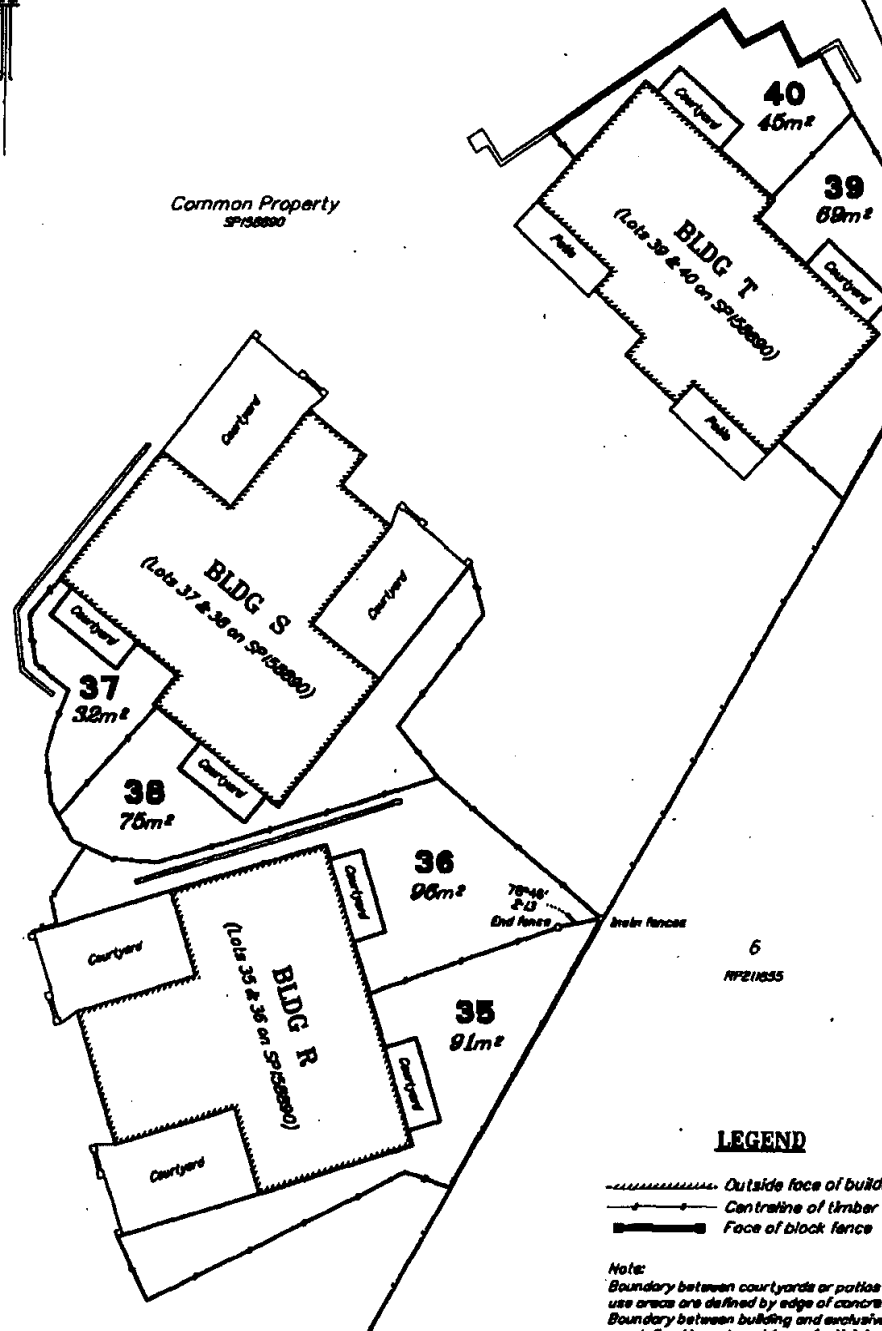
LEVEL A

JOINS SHEET 2



Common Property
SP156880

BOURTON ROAD



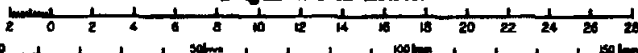
LEGEND

- Outside face of building
- Central line of timber fence
- Face of block fence

Note:
Boundary between courtyards or patios and exclusive use areas are defined by edge of concrete ground slab.
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Exclusive use areas are defined by central line of timber fence, face of rendered block wall & face of columns as indicated.

JOINS SHEET 7

Lengths are in Metres.



Insert
Plan
Number

7568-EU-2
SHEET 8 OF 8