

Title Reference Ashby Meadows Community Titles Scheme

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

SCHEDULE C BY-LAWS

The By-laws for Ashby Meadows Community Titles Scheme are set out in this Schedule:

1 By-law 1 - Definitions and Interpretations

1.1 Definitions

In these By-laws:

- (1) **Act** means *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- (2) **Body Corporate** means the body corporate for the Scheme;
- (3) **Body Corporate Asset** means a body corporate asset for the Scheme;
- (4) **Body Corporate Manager** means a body corporate manager for the Scheme;
- (5) **Building** means the buildings on or comprising the Scheme land;
- (6) **Building Manager** means any person who has been engaged or authorised by the Body Corporate to supply management, caretaking or letting services for the benefit of the Common Property or the Lots;
- (7) **CMS** means this community management statement;
- (8) **Code** means the code in Schedule D of this CMS;
- (9) **Committee** means the committee of the Body Corporate;
- (10) **Common Property** means the common property for the Scheme;
- (11) **Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (12) **Development Approvals** means development approvals and permits issued by a Government Agency (including those of an assessing authority or referral agency for a development approval or development permit) or under applicable Law, for the Project and includes any further replacement, variation or modification of any relevant approval;
- (13) **Facilities Agreements** means agreements under which the Body Corporate obtains Rights in respect of facilities, services or amenities for the benefit of the Scheme and Owners which may constitute Body Corporate Assets;

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- (14) **Government Agency** means any government or governmental body whether:
- (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, tribunal, agency or entity;
 - (c) Commonwealth, state, territorial or local;
- (15) **Improvements** means:
- (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (a) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (16) **Invitees** means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- (17) **Law** means any statute, act, rule, order, regulation or common law of Australia which is enacted or decided by the Commonwealth of Australia, a State, Territory, Local Government, local authority, Court or tribunal;
- (18) **Local Government** means the local government for the area in which the Scheme land is located;
- (19) **Lot** means a lot in the Scheme;
- (20) **Obligation** means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability;
- (21) **Original Owner** means River City Living Pty Ltd ACN 166 895 736 as trustee for River City Living Unit Trust ABN 97 385 809 131;
- (22) **Owner** means the registered owner of a Lot and includes the Owner's Invitees;
- (23) **Management Rights** means the engagement and authorisation by the Body Corporate of an entity (which may be an Owner or an entity controlled by or related to that Owner) as service contractor and letting agent for the Scheme;
- (24) **Requirement** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (25) **Right** includes any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;
- (26) **Scheme** means Ashby Meadows Community Titles Scheme containing the Lots and the Common Property;
- (27) **Service Infrastructure** means any infrastructure for the provision of Services to the Scheme land;
- (28) **Services** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for a Lot; and
- (29) **Works** means works (consistent with all applicable Development Approvals) undertaken on the Scheme land by the Body Corporate or any Owner (as the case requires).

1.2 **Interpretations**

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- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
 - (c) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2 By-law 2 - Obstruction of Common Property

2.1 An Owner must not obstruct lawful use of the Common Property by another person and, without limitation, obstruct access to:

- (1) the Common Property or any Body Corporate Asset; or
- (2) any easement giving access to a Lot or the Common Property.

3 By-law 3 - Use of Common Property

3.1 An Owner must:

- (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset;
- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets;
- (4) not damage or deface a lawn, garden, tree, shrub, plant, flower, water feature, pool or any other structure or thing on the Common Property; and
- (5) not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Owners or occupiers or any person lawfully using the Common Property.

4 By-law 4 - Improvements to Common Property

4.1 An Owner, other than the Original Owner, must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the Regulation Module for the Scheme for the making of Improvements.

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- 4.2 In giving its consent to any Improvement, the Body Corporate may:
- (1) obtain advice from consultants; and
 - (2) recover the Costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 4.3 Any Improvement made or sought to be made by an Owner:
- (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (2) comply with all Requirements.
- 4.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

5 By-law 5 - Garbage Disposal

- 5.1 The Body Corporate will establish a garbage disposal system (**Disposal System**) for the Scheme. The Disposal System may provide for any of the following:
- (1) permitted means and times for garbage disposal and removal;
 - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
 - (3) designation of areas on Common Property for the storage and collection of garbage;
 - (4) arrangements for separation and sorting of garbage;
 - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
 - (6) requirements for the disposal of garbage to meet the particular requirements of any Lot.
- 5.2 The Body Corporate will enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of Costs to the Body Corporate of providing services under the Disposal System in accordance with the Regulation Module for the Scheme.
- 5.3 Each Owner must:
- (1) comply with all Requirements relating to the disposal of garbage;
 - (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;
 - (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
 - (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage.

6 By-law 6 - Signage

- 6.1 Subject to By-law 21 and the provisions of this By-law 6, an Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.
- 6.2 The Body Corporate's consent under this By-law 6 must not be unreasonably withheld and, subject to the Act and Regulation Module for the Scheme, the Body Corporate's approval may be given by the Committee.

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- 6.3 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.
- 6.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.
- 6.5 Despite anything in this by-law:
- (1) subject to By-law 6.5(2), a service contractor or letting agent is entitled to place signs on the Common Property or any Lot owned by the service contractor or letting agent unless the provisions of the relevant engagement or authorisation stipulate otherwise; and
 - (2) whilst the Original Owner is the Owner of any Lot, the Original Owner may erect maintain, authorise, and remove any signage on any part of the Common Property or any Lot owned by the Original Owner.
- 6.6 Any signage referred to in By-law 6.5 must be erected, maintained and removed at the expense of the relevant Owner.

7 By-law 7 - Use of Lots

- 7.1 An Owner must:
- (1) observe all Requirements in connection with the use of the Owner's Lot;
 - (2) maintain the Owner's Lot in good order and condition;
 - (3) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
 - (4) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
 - (5) not overload any Services or Service Infrastructure or do anything that may cause Service Infrastructure (including waste pipes and drains) to become blocked or damaged and not to use Service Infrastructure for any purpose other than for which it was constructed;
 - (6) pay to the Body Corporate any Costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
 - (7) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
 - (8) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
 - (9) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;
 - (10) not cause disturbance to other persons lawfully using any Lot or Common Property;
 - (11) not allow any auction sale to be conducted within the Owner's Lot or from the Common Property without the prior written consent of the Body Corporate; and
 - (12) keep its Lot clean and tidy and free from vermin.
- 7.2 An Owner must not, without the Body Corporate's prior written consent, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds. The Owners must not close in balconies or terraces (which must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures) and must not erect any structures or change any existing structure on the outside of the Lot or the Building except in accordance with any Development Approval from the Local Government or any other Government Agency having jurisdiction in respect of such matters and the approval of the Body Corporate.

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- 7.3 An Owner must not, without the Body Corporate's prior written consent hang washing, bedding or other clothes articles from any external part of the Lot if it is visible from another Lot or Lots or the Common Property, or from outside the Scheme land.
- 7.4 An Owner of a Lot which contains a balcony, terrace, courtyard or sky garden area is responsible for the maintenance of that area whether it be included as part of a title to a Lot or by way of exclusive use of Common Property. An Owner must ensure that any plants kept in such areas are maintained in good health and condition and so as not to be offensive in appearance to other Owners and that the size and type of trees, shrubs, creepers, plants and the like must not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment of other Owners of their Lots or the Common Property.
- 7.5 Where an Owner fails to maintain or use its Lot in accordance with these By-laws, the Body Corporate may exercise any power it has under the Act to cause the Owner to rectify that non-compliance, and may exercise any Rights of entry or access the Body Corporate has under the Act for that purpose.
- 7.6 In undertaking any Works (as defined in Schedule D) in relation to the Lot an Owner must comply with the terms of the Code in Schedule D of this CMS.
- 7.7 The holder of the Management Rights may use any Lot they own in the Scheme both for residential purposes and for purposes associated with the Management Rights. Despite clause 7.9, no other Lot may be used for the purpose of for the letting of Lots on behalf of Owners of Lots and/or for the provision of ancillary letting services.
- 7.8 A service contractor engaged by the Body Corporate and authorised as letting agent for the Scheme may display appropriate signs or notices for the purpose of offering and providing services under its service contract and letting agent authorisation without the prior written consent of the Body Corporate, provided signage is appropriate and reasonable for those purposes.
- 7.9 Subject to clause 7.7, any Lot which is lawfully able to be utilised for retail or commercial purposes under applicable Development Approvals may be used for those purposes in accordance with applicable Development Approvals and Requirements.

8 By-law 8 - Noise

- 8.1 Owners must not make, or permit, any noise in the Lot or on Common Property which will, or will be likely to, unreasonably interfere in any way with the peaceful enjoyment of other Owners or occupiers or of any person lawfully using the Common Property.
- 8.2 In the event of any unavoidable noise in a Lot at any time, the Owner must take all practical means to minimise annoyance to other Owners or occupiers.
- 8.3 All musical instruments, radios, television receivers and sound equipment must be controlled so that they do not cause an annoyance to another Owner or occupier.
- 8.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during those hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.
- 8.5 Owners must not hold, or permit to be held, any social gathering that will cause noise that will unduly interfere with the quiet enjoyment of other Owners or occupiers.
- 8.6 Where the floor of a Lot (or part of it), including a balcony area, is a hard surface such as tile or timber, the Owner of that Lot must take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures that should be taken to reduce such noise transmission.
- 8.7 Owners of Lots that contain any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance, must take steps to have the problem rectified, including the removal or

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modification of the appliance, fixture or fitting (without limiting the Body Corporate's Obligations under the Act and Regulation Module in respect of maintenance of Services and Service Infrastructure).

9 By-Law 9 - Keeping of Animals

- 9.1 Subject to section 181 of the Act, an Owner may keep one domestic pet on the Lot. An Owner cannot, without the prior written consent of the Body Corporate, bring or keep more than one domestic pet or any other animal on a Lot or the Common Property.
- 9.2 An application to the Body Corporate for consent under By-law 9.1 must be accompanied by a photograph and description of the animal for which the consent is being sought.
- 9.3 The Body Corporate may in its absolute discretion give any consent required by this By-law 9 where the Body Corporate determines as being suitable, a domestic animal of another weight or size. The consent:
- (1) may be given subject to conditions;
 - (2) will be restricted to the animal the subject of the application;
 - (3) will not apply to any substitute or replacement animal; and
 - (4) subject to the Act and the Regulation Module for the Scheme, may be given by the Committee.
- 9.4 The consent of the Original Owner to an application by an Owner prior to the establishment of the Scheme to keep an animal on their Lot is a consent for the purpose of By-law 9.1.
- 9.5 In addition to any conditions to the consent imposed under By-law 9.3(1), an Owner bringing or keeping an animal on a Lot or Common Property must:
- (1) keep the animal:
 - (a) inside the Owner's Lot;
 - (b) on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
 - (2) clean up any mess caused by the animal; and
 - (3) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment by an Owner or occupier of any other Lot or of the Common Property.
- 9.6 If, in default of By-law 9.5(2), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.
- 9.7 The Owner must not leave an animal in the Building unsupervised for more than 48 hours.
- 9.8 The Body Corporate may revoke any consent under this By-law 9 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.
- 9.9 The Owner must permanently remove the animal from the Building within 7 days of receiving written notice from the Body Corporate of the revocation of consent given under By-law 9.2. Subject to the Act and the Regulation Module for the Scheme, the notice of revocation may be given by the Committee.

10 By-law 10 - Right of Entry

- 10.1 The Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

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- (1) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
- (2) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.

10.2 In case of emergency no notice will be required under By-law 10.1.

10.3 Anything undertaken by the Body Corporate under this By-law 10 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.

10.4 In exercising its Rights under this By-law 10 the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

11 By-law 11 - Body Corporate Rights

11.1 Subject to the provisions of the Act and the Regulation Module for the Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner including, without limitation, restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure.

11.2 The Committee must ensure that any parts of the Common Property used for:

- (1) electrical substations or control panels;
- (2) fire service control panels;
- (3) telephone exchanges; and
- (4) other services to the Lots and the Common Property;

are kept locked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee.

11.3 The Committee may:

- (1) designate any appropriate part of the Common Property to be used as a storeroom;
- (2) determine rules (for security purposes) under which Owners are given access to the storeroom; and
- (3) use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property and restrict access to those areas or make access to those areas conditional upon the consent of the Committee; and
- (4) determine rules relating to the Common Property or Body Corporate assets which are not inconsistent with these By-laws or any Requirements and those rules are binding on the Owners.

12 By-law 12 - Security

12.1 The Body Corporate may establish and maintain a security system and provide security Services for the benefit of Owners and the Building.

12.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the Cost of the Body Corporate, subject to the Body Corporate's Obligations under the Act and Regulation Module for the Scheme to recover Costs for the provision of those Services from users.

12.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.

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- 12.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners in the Building.
- 12.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because the security system:
- (1) fails or there is unauthorised entry to any part of the Common Property or a Lot; or
 - (2) is not at any particular time operational.
- 12.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency when no notice is required) to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 12.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security Services provided by the Body Corporate.

13 By-law 13 - Supply of Services

- 13.1 If permitted by any Law or Requirement governing the supply of Services, the Body Corporate may:
- (1) establish and maintain an electricity supply system (**System**) for the Scheme; and
 - (2) as an on-supplier:
 - (a) purchase the relevant Service from a supplier; and
 - (b) on-supply that Service to Owners of Lots (collectively called Receivers).
- 13.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
- (1) the supply of Services to the Body Corporate by a supplier;
 - (2) the on-supply of Services to Receivers; and
 - (3) Service Infrastructure used in connection with the System,
- including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of the relevant Services and the recovery of the Costs to the Body Corporate of supplying that Service.
- 13.3 The Body Corporate must calculate charges for electricity supply to Receivers only as permitted under the relevant electricity Law and Requirements governing on-supply by the Body Corporate and, in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its Obligations to recover the Costs of supplying the Service to Receivers.
- 13.4 If the Body Corporate charges Receivers a tariff rate for the supply of Services which is higher than the rate at which the Body Corporate purchases Services from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 13.5 If the Body Corporate operates and maintains a System under this By-law, it may:
- (1) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of Services under the System and recover the Costs of providing that Service (as required by the Act and Regulation Module for the Scheme) including charges for:

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- (a) Services supply;
 - (b) installation and connection to the System;
 - (c) servicing and maintenance of the System to the extent it is utilised in the provision of the Service to a particular Receiver;
 - (d) disconnection and reconnection fees; and
 - (a) advance payments or security deposits to be provided in connection with electricity supply through the System;
- (2) establish the basis of Services charges for those Receivers which are not supplied by separate meter (if any) and for Common Property for the Scheme based on an estimate of Services consumption taking into account the number and type of Service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
- (3) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and
- (4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and, if an account is unpaid by the due date:
- (b) recover any unpaid amount as a liquidated debt;
 - (c) recover interest on any unpaid account;
 - (d) disconnect the supply of reticulated Services to the relevant Receiver;
 - (e) charge a reconnection fee to restore Services supply to that Receiver; and
 - (f) increase the advance payment or security deposit for Service supply to the relevant Receiver,
- under the Act or other applicable legislation.

14 By-law 14 – Service Infrastructure

- 14.1 The Body Corporate may make repairs or renovations as it deems necessary for the preservation of the Services and Service Infrastructure.
- 14.2 To the extent that Service Infrastructure is located within a Lot (other than in a Building), the Owner of the relevant Lot authorises and licences the Body Corporate to enter the Lot to undertake works in respect of the maintenance and repair of Service Infrastructure (**Service Works**).
- 14.3 In exercising the Rights under this By-law 14, the Body Corporate:
- (1) may engage contractors to undertake the Service Works;
 - (2) must take reasonable steps to minimise disruption to the Owner in undertaking Service Works and make good all damage caused to the Lot in undertaking Service Works; and
 - (3) give reasonable notice in writing to the Owner of the requirement for Service Works and arrangements for them (except in the case of an emergency in which case no notice is required).

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15 By-law 15 - Cable TV

15.1 The Body Corporate and each Owner acknowledge that where any agreement exists with a Services supplier for the installation of Service Infrastructure and provision of cable television data or similar communication Services for the benefit of the Scheme and Owners, the Body Corporate must:

- (1) allow the relevant party to the agreement to install Service Infrastructure on the Common Property as required to enable Owners to receive Services provided under the agreement; and
- (2) provide electricity supply, at the Cost of the Body Corporate, if necessary for the operation of Service Infrastructure installed on the Common Property as referred to in this By-law 15 and associated with the provision of the relevant Services.

16 By-law 16 – Parking of vehicles

16.1 Owners must not:

- (1) park a vehicle, motor cycle or bicycle or allow a vehicle, motor cycle or bicycle to stand, other than in a designated area for parking of vehicles, motor cycles and bicycles; or
- (2) without the approval of the Body Corporate, park a vehicle, motor cycle or bicycle, or allow a vehicle, motor cycle or bicycle to stand, on any other part of the Common Property; or
- (3) permit an Invitee to park a vehicle, motor cycle or bicycle, or allow a vehicle, motor cycle or bicycle to stand, on the Common Property, other than in a designated area for parking of vehicles, motor cycles and bicycles respectively.

16.2 An approval under clause 16.1(2) must state the period for which it is given. The Body Corporate may cancel the approval by giving 7 days' written notice to the Owner.

16.3 Vehicles, motor cycles and bicycles:

- (1) may only be driven or ridden, as applicable, on the parts of the Common Property that are designated for the purpose; and
- (2) must be driven or ridden, as applicable, at a safe speed.

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

- (1) ride a skateboard or roller blades, on the Common Property; or
- (2) permit an Invitee to ride a skateboard or roller blades, on the Common Property.

17 By-law 17 – Exclusive Use - General

17.1 The Original Owner or the Original Owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property or Body Corporate Assets identified by the Original Owner or the Original Owner's agent. The Original Owner may make allocations under By-law 17.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

17.2 Without limitation to By-law 17.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-law 17.1 (unless otherwise stated in a condition to that allocation); and
- (2) may issue invoices to Owners to recover the Costs of maintenance and cleaning of areas allocated to Owners under By-law 17.1 to the extent required to ensure that the Body Corporate complies with its

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Obligations to recover the Costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-law 17.

18 Exclusive Use – Courtyards

- 18.1 Owners have exclusive use of those parts of Common Property identified in Schedule E for the purpose of use as courtyards.
- 18.2 Owners of Lots to which Rights of exclusive use attach under this By-law 18 must ensure that any such exclusive use area is maintained to the standard to which the Body Corporate keeps the Common Property, including but not limited to:
- (1) ensuring that any plants are healthy and of appropriate size and type for the Scheme; and
 - (2) undertaking regular cleaning and maintenance works in respect of the Courtyards.
- 18.3 If an Owner fails to comply with its Obligations under clause 18.2, the Body Corporate may enter the Lot to carry out the works and recover the Costs of doing so from the relevant Owner as a liquidated debt.
- 18.4 An Owner must ensure that water used in watering or hosing any plants or plant matter within the Courtyards is not drawn from an outlet serving the Common Property. The intent of this By-Law is that the water used in connection with the courtyards areas:
- (1) is drawn from the metered supply to the Lot in which the courtyard is located (such that the cost of water is payable by the Owner of the Lot to the Local Government or other service provider that supplies the water);
 - (2) is not drawn from the metered supply to another Lot (such that the cost of water would be payable by the Owner of that Lot); and
 - (3) is not drawn from the metered supply to the Common Property (such that the cost of the water would be payable by the Body Corporate and be recovered from all Owners through their contributions to the Body Corporate's administrative fund).

19 By-law 19 – Stormwater

- 19.1 The Body Corporate is responsible for undertaking cleaning, maintenance and repair works in respect of any stormwater management facility within the Scheme.
- 19.2 The Development Approval requires the prior written approval of Council to be obtained before any on-site stormwater detention facility can be altered.

20 By-law 20 – Original Owner's Rights

- 20.1 While the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law 20) remains an Owner of any Lot in the Scheme land, the Original Owner and its contractors, agents and those authorised by it, will be entitled to:
- (1) place such signs and other advertising and display material in and about the Lots, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (2) pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme land;

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- (3) carry out any building works for any improvements, or installation of Service Infrastructure on the Scheme land as required to enable the Original Owner to complete forecast development and development authorised under Development Approvals, without objection to the noise, nuisance or other inconvenience which might arise from that (provided the Original Owner complies with this By-Law 20); and
- (4) use the Common Property or Lots in the Scheme owned by the Original Owner to:
 - (a) give access to and egress from any part of the Scheme land with or without vehicles and equipment (or either of them);
 - (b) store building materials, vehicles, equipment or fill on the Scheme land; and
 - (c) install temporary fencing and services for construction purposes;
 - (d) complete development or works referred to in this By-law 20.

20.2 In exercising its rights under this By-law 20, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by Owners and occupiers, of their respective Lots and the Common Property.

20.3 While any construction or building operations are occurring on the Scheme land, Owners and occupiers of Lots and Invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions and any directions given to ensure compliance with applicable Requirements.

21 By-law 211 - Display Unit

- 21.1 While the Original Owner is the Owner, occupier or lessee of a Lot, the Original Owner and its agents will be entitled to use that Lot as a display unit, and where more than 1 Lot is occupied, leased or owned by the Original Owner, may use multiple Lots for that purpose.
- 21.2 The Original Owner and its agents are entitled to erect, maintain and remove at the expense of the Original owner, signs and advertising on the Lots referred to in By-law 21.1 and Common Property as they think fit.

22 By-law 22 - Invitees

- 22.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot.
- 22.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 22.3 An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-laws.

23 By-law 23 – Repairs and Renovations

- 23.1 The Body Corporate may, make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

24 By-law 244 - Request to Secretary

- 24.1 An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Committee to the secretary of the Body Corporate or the Body Corporate Manager.

Title Reference Ashby Meadows Community Titles Scheme

25 By-law 255 - Notices

- 25.1 Owners must comply with all notices displayed on the Common Property by the Body Corporate or any relevant Government Agency.

26 By-law 266 - Copy of By-laws

- 26.1 Owners must provide any tenant or other occupier of a Lot with a copy of these By-laws. These By-laws are binding on all occupiers of Lots and occupiers must comply with them.