

Lexington Townhomes Community Titles Scheme

SCHEDULE C BY-LAWS

1. Interpretation

1.1 Definitions

In these by-laws the following terms have these meanings unless the contrary intention appears:

Act means the *Body Corporate and Community Management Act 1997* (Qld) and includes all related regulations and the Regulation Module.

Authority means any government authority, local government or other body having jurisdiction over anything related to the Scheme or the Scheme Land.

Balcony means a balcony, terrace, veranda or courtyard.

Body Corporate means the body corporate identified in Item 3 of this Community Management Statement and established upon registration of the Scheme.

Building means any building located on the Scheme Land.

Caretaker means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply management, caretaking and/or letting services for the benefit of the Common Property or lots included in the Community Titles Scheme.

Caretaker's Lot means any Lot owned or occupied by the Caretaker (and letting agent) to undertake the caretaking duties (and letting duties).

Claim means any action, allegation, claim, demand, judgement, loss, damage, cost or expense, liability, proceeding, remedy, right of action or right of set-off made against a person however it arises, whether it is present, unascertained, immediate, future or contingent, whether it is based in contract, tort, statute or otherwise, or whether it involves a third party.

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

Common Property means all land contained in the Scheme that is not included in a Lot.

Council means the Moreton Bay Regional Council.

Development Approval means any development approval for the development of the Scheme Land, and includes the following development approvals issued by the Council:

- (a) Negotiated Decision Notice dated 26 September 2017 with reference number DA/32749/2016/V2M and any variation of that approval;
- (b) Negotiated Decision Notice dated 19 September 2017 with reference number DA/32749/2016/V3RM and any variation of that approval;
- (c) Decision Notice dated 6 October 2017 with reference number DA/34173/2017/V2M and any variation of that approval;
- (d) Decision Notice dated 6 October 2017 with reference number DA/34174/2017/V3RS and any variation of that approval.

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Invitees includes a lessee, guest, servant, employee, agent, family member, visitor, customer, invitee or licensee of an Owner or Occupier.

Lot means a lot in the Scheme.

Occupier means an occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

Original Owner has the meaning given to it in the Act.

Owner has the meaning defined by the Act and includes the successors in title and assigns of the Owner, and a mortgagee in possession of a Lot.

Planning Scheme means the planning scheme for Moreton Bay Regional Council within the meaning of the *Sustainable Planning Act 2009* or the *Planning Act 2016* (as applicable) and any replacement act.

Regulated Dog means a "restricted dog" or "regulated dog" as those terms are defined in the *Animal Management (Cats and Dogs) Act 2008* (Qld).

Regulation Module means the regulation module identified in Item 2 of this Community Management Statement.

Requirement means any requirement, authorisation or approval 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.

Scheme means the community titles scheme as identified in Item 1 of this Community Management Statement.

Scheme Land means all the land contained in the Scheme.

Secretary means the secretary of the Body Corporate from time to time.

Utility Infrastructure means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which lots or Common Property are supplied with Utility Services.

Utility Service means:

- (a) water reticulation or supply;
- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a cable or satellite TV service and includes the national broadband network;
- (g) a computer data or television service;
- (h) a communication portal;
- (i) a sewer system;
- (j) drainage;

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- (k) chilled water;
- (l) a system for the removal or disposal of garbage or waste;
- (m) a fire precaution system;
- (n) a ventilation or air extraction system; or
- (o) another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property.

1.2 Interpretation

Owners and Occupiers are bound by these by-laws and must observe and ensure their Invitees observe these by-laws. A reference to "you", or "your" means every person who is bound by these by-laws including an Owner and Occupier of a Lot, other than the Body Corporate.

In these by-laws:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders; and
- (b) other grammatical forms of defined words or expressions have corresponding meanings; and
- (c) "person" includes a firm, a body corporate, an unincorporated association or an authority; and
- (d) a reference to:
 - (i) a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document; and
 - (ii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
 - (iii) a thing includes the whole and each part of it; and
 - (iv) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
- (e) all by-laws must be construed so as to be valid, legal or enforceable in all respects. A provision of these by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction;
- (f) if the Body Corporate, Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later;
- (g) 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 there is a legal restriction on the Committee doing so;
- (h) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to, or to items of a similar kind; and
- (i) words and phrases defined in the Act have the same meaning in this document unless the context indicates otherwise.

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1.3 Obligations and rights extend to exclusive use areas

Obligations and rights in these by-laws relating to Lots also apply to exclusive use areas and special rights areas to the extent they are consistent with specific provisions of the relevant exclusive use by-law and the Act.

2. General Rules

2.1 Use of Lots and Common Property

- (a) Except for the Caretaker's Lot, Lots may only be used as residences. The Caretaker's Lot may be used as a residence, as a caretaker's office and for letting Lots in the Scheme.
- (b) You must ensure that the total number of adults residing in your Lot does not exceed twice the number of approved bedrooms in the Lot.
- (c) You must:
 - (i) not do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Body Corporate without the prior written consent of the Body Corporate; and
 - (ii) promptly notify the Body Corporate if you change the existing use of your Lot or do anything else in relation to your Lot which may affect the Body Corporate's insurance policies or premiums.
- (d) You must not make or allow any noise or vibration in a Lot or on the Common Property that would unreasonably interfere with the enjoyment by others of a Lot or the Common Property. If noise is unavoidable then it must be reasonably minimised.
- (e) You must not use language or behave in a way that might offend or embarrass another Owner, Occupier or Invitee.
- (f) You must not behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier.
- (g) You must not obstruct the lawful use of the Common Property by other people.
- (h) You must not do anything which might damage the good reputation of the Body Corporate or the Scheme.
- (i) You must as soon as practicable after becoming aware of any defect in or damage to the Common Property or in any personal property vested in the Body Corporate, give notice to the Secretary or to the Caretaker.

2.2 Children must be supervised

Children under 15 years of age must be supervised by a responsible person over 15 years of age while on the Common Property.

2.3 Smoking

You must not smoke in any part of the Common Property.

2.4 Compliance with Laws

You must promptly comply with all laws relating to your Lot and the activities conducted in the Lot.

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2.5 Fire risks and fire insurance

- (a) You must not store or use flammable materials in your Lot or the Common Property (including an exclusive use or special rights area), unless you have written consent from the Body Corporate. However, you may keep reasonable quantities of things that are normally kept in a home (for example, you may have a gas bottle for a barbecue).
- (b) You must not do anything that may breach any laws about fire safety or that may increase any insurance premium for the Scheme.
- (c) You must ensure that you do not cause a false fire alarm. If you do, you will be responsible for any costs incurred by the Body Corporate, and the Body Corporate may recover these costs from you as a liquidated debt.

2.6 Animals

- (a) You may keep in your Lot, without obtaining the consent of or notifying the Body Corporate:
 - (i) fish in a secure indoor aquarium; or
 - (ii) a guide dog or hearing dog or other animal if you need the dog or other animal because of a visual disability, hearing disability or any other disability.
- (b) You may keep up to a total maximum of 2 of the following types of animals in your Lot:
 - (i) small companion dogs (other than Regulated Dogs which are expressly prohibited) not exceeding 10kg;
 - (ii) cats;
 - (iii) small caged birds,but only if you notify the Body Corporate in writing before bringing the animals in or on to the Lot.
- (c) You must not keep any other type of animal in your Lot without the written consent of the Body Corporate (such consent not to be unreasonably withheld).
- (d) The Body Corporate can withdraw the consent for an animal if the animal is a nuisance or if you breach by-law 2.6.
- (e) If you keep an animal in your Lot then:
 - (i) you must ensure that the animal is not a nuisance, if it is a dog then being a nuisance includes barking and being aggressive;
 - (ii) you must ensure that the animal does not wander on the Common Property (or to another Owner's Lot) and use a leash when moving a dog over Common Property;
 - (iii) you must not allow the animal to go to the toilet on the Common Property and if it does then you must immediately clean up any faeces or other mess;
 - (iv) you must ensure that the animal does not create foul odours or pest problems in your Lot;
 - (v) it must be licensed or registered if required by law; and
 - (vi) if the animal is a cat or dog, it must have a microchip or tattoo, or wear an identification tag.

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- (f) If you fail to comply with your obligations under this by-law, in addition to the Body Corporate's rights under by-law 2.6(d)) the Body Corporate may at your cost do one or more of the following:
- (i) remove your animal from the Scheme and your Lot;
 - (ii) clean up any mess caused by your animal;
 - (iii) fix any damage caused by your animal.
- (g) You are responsible to other Owners and Occupiers for:
- (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal(s).
- (h) The Body Corporate may keep a register of pets and you must promptly provide details of your pet(s) upon request by the Body Corporate.

2.7 Notice of accidents

You must notify the Body Corporate if you are involved in an accident on Common Property and give a reasonably detailed description of the circumstances.

2.8 Skateboards etc

Skateboards, roller blades, bicycles, go-carts and similar things must not be ridden on the Common Property. You can ride a bicycle on the Common Property vehicle access ways when entering or leaving the Scheme on the bicycle.

2.9 Post Box Clearance

You must regularly clear your post box.

2.10 Use of plumbing etc.

- (a) Any plumbing, gas and electrical equipment and systems in your Lot must not be used for any purpose for which they were not designed. You must turn off any hot water system and gas supply if your Lot will be unoccupied for more than a month.
- (b) You must not use the facilities on the Common Property for any purpose for which they are not intended.
- (c) You must not connect any appliance in your Lot to a general power outlet on the Common Property.

2.11 Body Corporate Notices

You must observe the terms of any notice displayed in the Common Property by authority of the Body Corporate or the Committee or of any other Authority.

2.12 Common Property Rules

- (a) The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property or Body Corporate Assets including in relation to the use of any improvements on or facilities within the Common Property (**House Rules**).
- (b) The House Rules must not be inconsistent with these by-laws, unless and until they are revoked by the Body Corporate in general meeting.

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- (c) You and your Invitees must at all times comply with the House Rules.

3. Security

3.1 Locking your doors and windows

Windows must be fastened and external doors locked in Lots when nobody is in the Lot and the Body Corporate Committee may enter Lots to fasten windows or lock external doors where you have failed to do so.

3.2 Keys

The Body Corporate may provide keys and access controls to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

4. Cleaning and Maintenance

4.1 Cleaning and maintenance for Lots

- (a) You must keep your Lot clean and remove rubbish at least weekly. Your Lot must be kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise.
- (b) Your cleaning obligation applies to any exclusive use or special rights area for your Lot, unless the relevant exclusive use or special rights by-law says that the Body Corporate is responsible for cleaning the area.
- (c) You must maintain your Lot in good repair and condition. You must maintain the plant and equipment, wiring and plumbing that is in your Lot or that exclusively serves your Lot so that the plant and equipment is safe and operates properly. Where necessary, you must replace an installation or alteration made under the by-laws which services your Lot. You must comply with the manufacturer's recommendations about periodic maintenance and servicing for any air conditioner in your Lot. This by-law does not oblige you to maintain plant and equipment, wiring and plumbing that, under the Act, is the responsibility of the Body Corporate.
- (d) You must ensure that waterproofing of all balconies and terraces which form part of your Lot does not leak, resulting in water escaping into other Lots or onto Common Property or other areas in or near the Building.

4.2 Rubbish and rubbish bins

- (a) Rubbish may only be put in rubbish bins provided by the Body Corporate or the Council.
- (b) Only normal household rubbish may be put into the rubbish bins; You must not leave or place rubbish outside of the bins in the bin storage area or rubbish bin collection pad. You must ensure the rubbish bin storage area for your bin is kept clean and tidy.
- (c) You must comply with Council Requirements about the material that is put into the recycling bins.
- (d) You must comply with any Body Corporate or Council directions about wrapping rubbish.
- (e) You as the owner of a Lot and the Body Corporate indemnify the Council and its agents in respect of any damage to the pavement and other driving surfaces arising in connection with collection of refuse and waste from the Scheme Land.

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- (f) You must promptly remove and clean up any spill caused by your rubbish (including cleaning any areas affected by the spill).

4.3 Pest control

You must keep your Lot free of pests to the extent you reasonably can. You must treat the Lot for pests in accordance with treatment schedules specified by the Body Corporate from time to time and give the Body Corporate evidence that you have complied with this obligation.

4.4 Plants and gardens

- (a) If you have plants on a Balcony or a garden in your Lot then you must keep them in good condition. Any dead plants must be promptly removed. If you have a garden then you must keep it reasonably free of weeds.
- (b) Gardens, plants and parts of a plant on the Common Property must not be damaged or removed except in the course of maintenance and gardening authorised by the Body Corporate.

4.5 Aerials

You must not erect television, radio or other communication receivers or aerials on the Common Property or on Lot Balconies without the prior consent of the Body Corporate.

4.6 Notice of damage

You must promptly notify the Body Corporate of any damage found to any water or gas pipes, electrical or service cables and other fixtures which comprise part of the Common Property, or damage to any water pipe (or other Utility Infrastructure) within a Lot.

4.7 Flooring materials

You must not change flooring materials without consent from the Body Corporate. That consent must not be unreasonably refused if your proposed change will not result in additional noise travelling to other Lots.

5. Management

5.1 Plant room security

The Body Corporate may keep the following areas of the Common Property locked:

- (a) electrical substations or control panels; and
- (b) fire service control panels, pump rooms or control rooms; and
- (c) telephone exchanges or communication rooms; and
- (d) plant and machinery rooms; and
- (e) areas containing Utility Services to Lots or Common Property;

unless doing so would be contrary to a law. You must not enter or open these areas unless you have written approval from the Committee.

5.2 Store rooms or storage shed for the Body Corporate

The Body Corporate may use appropriate parts of the Common Property to store equipment used for gardening, cleaning and maintenance. These storage areas may be locked and you must not enter them

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without consent from the Body Corporate. The Body Corporate may give an occupation authority to the Caretaker for use of a storage room or storage shed on the Common Property for use by the Caretaker for caretaking purposes.

6. Parking and driving

6.1 Restrictions

- (a) Unless permitted under these by-laws, you must not park or stand a vehicle, trailer, caravan or bicycle on the Common Property.
- (b) You may only drive on the parts of the Common Property designed for that purpose. The maximum speed limit is 5 kilometres per hour.
- (c) You must comply with all Requirements for on-street parking.

6.2 Visitor car parks and parking

- (a) Visitor car parking spaces must:
 - (i) be used by bona fide visitors to the Scheme only;
 - (ii) be clearly labelled as "Visitor Parking"; and
 - (iii) remain unobstructed and available for their intended purpose.
- (b) You must not, without the Body Corporate's written approval:
 - (i) park a vehicle, or allow a vehicle to stand, on the Common Property;
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles; or
 - (iii) permit visitors to park in a visitor car park for more than four hours in a day.
- (c) An approval under by-law 6.2(b) must state the period for which it is given, with the exception of designated visitor parking. However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- (d) Unimpeded access must be provided to visitor car parks 24 hours per day for bona fide visitors to the Scheme.

7. Supply of Services to Lots

7.1 Services to which this by-law applies

This by-law applies to the supply of any of the following services in the Scheme to Lots:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning;
- (c) any data, television or telecommunications service;
- (d) any form of energy.

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In this by-law 7 these are called the **Utility Services** (and each one of them a **Utility Service**).

7.2 Supply of Utility Services requires agreement

The Body Corporate has the power to engage a person to supply Utility Services for the benefit of Lots and Common Property. If the Body Corporate engages a person to supply Utility Services to Lots then you must not take the Utility Service from the relevant supply system, unless:

- (a) if the supply of the Utility Service to your Lot is able to be metered, there is a functioning supply meter to measure the supply of the Utility Service to your Lot; and
- (b) if the Body Corporate is not the supplier of the Utility Service, there is a current agreement with the relevant contractor for the supply of the Utility Service to your Lot; or
- (c) if the Body Corporate is the supplier of the Utility Service and the Body Corporate is required or entitled to charge for the supply of that Utility Service to the Lots, you and the Body Corporate have entered into an agreement for the supply of the Utility Service to your Lot (supply agreement).

7.3 Requirements for supply agreement

A supply agreement:

- (a) must comply with any requirements of the law; and
- (b) must oblige the owner or occupier of the Lot to pay the Body Corporate for the supply of the Utility Service during billing periods determined by the Committee (which must be the same for each Lot); and
- (c) must provide that the amount payable for the Utility Service is to be the aggregate of:
 - (i) the Lot's proportion of any administration cost and/or recurrent maintenance or service cost or plant and equipment costs including the following:
 - (A) fees and costs incurred by the Body Corporate specifically in respect of the Utility Service being supplied to the Lot including without limitation meter reading fees or billing service fees payable to a Caretaker or system contractor;
 - (B) rental or other costs relating to the plant and equipment in respect of the Utility Service (including without limitation the rental of any meters); and
 - (ii) the cost of the quantity of the Utility Service supplied to the Lot; and
 - (iii) to the extent reasonably possible, the total cost to the Body Corporate of the applicable Utility Service, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period; and
- (d) may require payment of a security deposit determined from time to time by the Committee (which must be calculated on the same basis for each Lot);
- (e) may require other arrangements satisfactory to the Body Corporate to secure payments to the Body Corporate including arrangements for the pre-payment of a certain quantity of a Utility Service using meters that cut off the supply of the Utility Service at the time the pre-paid quantity of the relevant Utility Service has been reached; and
- (f) must entitle the Body Corporate to cut off the supply of the Utility Service to a Lot if the owner or occupier of the Lot does not pay an account within the payment period specified by the Committee (which must be the same for each Lot).

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7.4 Entitlement to supply agreement

- (a) The Body Corporate may, in its discretion, refuse to enter into supply agreements with a person who is not the owner of the Lot.
- (b) The Body Corporate must not refuse to enter into a supply agreement with you if:
 - (i) you are the owner of the Lot; and
 - (ii) you have paid the required security deposit or prepayment amount; and
 - (iii) you are not in arrears for the previous supply of a Utility Service.

7.5 Restrictions about arrears

A supply agreement cannot require a new owner or occupier of a Lot to pay arrears owing under a supply agreement with a previous owner or occupier of the Lot unless:

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or de facto law disposition; or
- (b) you become the owner of the Lot as trustee, executor or beneficiary of the estate of the previous owner; or
- (c) the arrears are owed by the tenant of the person seeking the new supply agreement.

7.6 No interference

You must not in any circumstances interfere with a Utility Service meter for your Lot or any of the plant and equipment under which the Utility Service is supplied to your Lot, other than to carry out maintenance that:

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

This by-law does not apply to pipes within your Lot that only service your Lot.

7.7 Access to Meters

If your Lot (or Common Property adjoining your Lot) contains a meter and/or switchboard, you must make such meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant person administering the supply of the relevant Utility Service to the Lot.

8. Pay television and communications services

This by-law applies if a person wants to supply pay television or communications services to Lots. The person must first obtain the Body Corporate's prior approval before installing equipment on the Common Property and connecting that equipment to a Utility Service. The Body Corporate may allow that person to install equipment on Common Property and to connect that equipment to the common electricity supply. The Body Corporate may enter into an agreement with the person with respect to the installation, ownership, operation, maintenance and removal of the equipment.

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9. Noise

- (a) You will not make, or permit, any noise in the Lot or on Common Property which will be likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of Lots or of any person lawfully using the Common Property. Only low level background music can be played from or in the Lot.
- (b) In the event of any unavoidable noise in your Lot at any time, you must take all practical means to minimise annoyance to other owners or occupiers of Lots by closing all doors windows and curtains of its Lot and also taking such further steps as may be within your power for the same purpose.
- (c) All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours of 11.00 pm and 7.00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.
- (d) You must not hold, or permit to be held, any social gathering in your Lot by which there shall be any noise which interferes with the quiet enjoyment of any other Owner or occupier of a Lot between 11.00 pm and 8.00 am.
- (e) You must request guests leaving after 11.00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot exits or returns to a building after 11.00 pm and before 8.00 am.
- (f) Any security alarm system installed by you in a Lot for the protection of the Lot (or contents of the Lot) may be operated (or allowed to operate), so that, if the system is activated, an alarm noise is audible outside the Lot. The system must directly notify the relevant security provider.
- (g) You must at all times comply with any Development Approval for the Scheme Land regulating noise levels.

10. Damage to Common Property

You must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.

11. Damage to Lawns, etc on Common Property and Body Corporate Assets

You must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any Body Corporate asset; or
- (b) use any Body Corporate asset for a purpose other than for what it has been designed; or
- (c) use for its own purposes as a garden any portion of the Common Property.

12. Correspondence

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Caretaker.

13. Right of Entry

- (a) Upon receiving reasonable notice from the Body Corporate (unless in the case of an emergency where no notice is required), you must allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to your Lot for the purposes of carrying

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out works or effecting repairs or maintenance on mains, pipes, flues, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or Utility Service, whether to your Lot or to an adjoining Lot or Common Property, to maintain any trees, plants or gardens within or on the Common Property or a Lot or to ensure that the by-laws are being observed.

- (b) Such works including repair, maintenance or renewal shall be at your expense in cases where the need for such repair, maintenance, repair or renewal is due to any default by you.
- (c) If not so permitted the Body Corporate, its servants, agents, employees or contractors may effect entry of a Lot and such entry shall not constitute trespass.
- (d) The Body Corporate, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to you as is reasonable in the circumstances.

14. Vehicles and Use of Private Roads and Other Areas

- (a) The roadways, pathways, drives and other Common Property, any easement or shared areas giving access to the Scheme shall not be obstructed by any Owner, Occupier or Invitee, or used by any of them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.
- (b) An Owner or occupier of a Lot shall not drive or permit to be driven any motor vehicle in excess of 2 tonnes weight onto or over the Common Property vehicular access ways Car Parks other than such vehicles necessary to complete the construction and/or occupation of any Lot or improvements on the Scheme Land, and any motor vehicles permitted by any statute and/or Council ordinances.

15. Windows

Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of the same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

16. External Appearance

Subject to these by-Laws:

- (a) you must not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible from outside the building;
- (b) you must not make any structural alterations to the Lot (including alteration or installation of utility infrastructure and/or utility service), or do anything which might affect the structural integrity of the Building, without the prior written consent of the Body Corporate. You must also obtain any other approval required by law before works are performed;
- (c) you must not:
 - (i) alter the Common Property or Body Corporate property; or
 - (ii) install equipment or machinery of any type on the Common Property,unless the written approval from the Body Corporate has been obtained.

You must not alter the external colour scheme of any improvement on your Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;

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- (d) any alteration made to Common Property or fixture or fitting attached to Common Property by you, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot at their cost;
- (e) you must, as soon as practicable after becoming aware of any defect in the Common Property, Utility Infrastructure, Utility Service, or in any personal property vested in the Body Corporate, give notice to the Secretary or to the Body Corporate;
- (f) you must not erect, attach or hang an outside wireless, television antenna, satellite receiver, wires, or other communications receivers or aerials without the prior written consent of the Committee of the Body Corporate;
- (g) you must not install in any part of your Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Lot which the Committee considers (in its absolute discretion) detrimentally affects the aesthetic and/or uniform appearance of the Building when viewed from the outside and you will, if requested to do so, promptly remove any offending addition or item when requested to do so by the Committee; and
- (h) for clarity, if you require the consent of the Body Corporate or the Committee pursuant to this by-law:
 - (i) you must submit a request with plans and specifications to the Body Corporate or Committee (as applicable);
 - (ii) the Body Corporate or Committee (as applicable) may engage any appropriate consultant to advise the Body Corporate or Committee (as applicable);
 - (iii) the Body Corporate or Committee (as applicable) may impose conditions of consent to the plans and specifications; and
 - (iv) you must pay all fees and costs incurred by the Body Corporate or Committee (as applicable) in considering the request (regardless of whether the request is consented to).

17. Air Conditioning

- (a) No air conditioners shall be installed (other than those installed by the Original Owner) on any Lot or Common Property.
- (b) You acknowledge that air conditioning plant and equipment (including condensers) relating to your Lot may be located on your Lot or on the Common Property.
- (c) You:
 - (i) must maintain the air conditioning plant and equipment (including the compressor and associated air conditioning infrastructure) for your Lot in good working order (and for the avoidance of doubt, the Body Corporate is not responsible for the same); and
 - (ii) are responsible for the air conditioning plant and equipment (including the compressor and any associated Utility Infrastructure) for your Lot in all respects including any loss or damage to or caused by the same (and as such, it is up to you effect and maintain all appropriate insurances for same).

18. Infectious Diseases

In the event of any infectious disease, which may require notification by virtue of any Statute, Regulation or Ordinance, happening in your Lot, you must immediately give written notice of the event to the Committee, and pay to the Committee the expenses incurred by the Committee of disinfecting your Lot and any part of

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the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State, Council, Act or Regulation.

19. Maintenance of Lots

You are responsible for the maintenance of your Lot and you must ensure that your Lot is so kept and maintained as not to be offensive in appearance to other Lot owners or occupiers through the accumulation of excess rubbish or otherwise.

20. Security for Lots

(a) With the written permission of the Committee, you or a person authorised by you may install:

- (i) any locking or other safety device for protection of your Lot against intruders; or
- (ii) any screen or other device to prevent entry of animals or insects upon your Lot,

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by you and does not detract from the amenity of the building.

(b) You must not disclose to any person other than your family resident in the Scheme or any other person residing in the Scheme with your authority, any security code (if any) advised from time to time to you by the Body Corporate for the security gates or roller doors (if any) erected at the Scheme.

21. Water Closets and Conveniences

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited in them. 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 Owner whether the same is caused by their own actions or those of their tenants, servants, agents, licensees or invitees.

22. Behaviour of Invitees

(a) You must take all reasonable steps to ensure that any Occupier or Invitees (including children of any Invitee) comply with the provisions of these by-laws when upon a Lot or Common Property, and in the event of your inability for any reason to ensure such compliance you must:

- (i) withdraw the invitation or right of that person to be upon a Lot or Common Property; and
- (ii) ensure that such person immediately leaves the Scheme Land and Building.

(b) You will be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in the Body Corporate, caused by you, your Invitees or an Occupier of your Lot.

(c) You must accompany Invitees to your Lot at all times, except when they are entering or leaving the Building.

(d) If your lot is the subject of a lease or licence agreement, you must take all reasonable steps, including any action available to you under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the

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by-laws (including by ensuring the lease or licence agreement contains a covenant from the occupier that it will comply with the by-laws of the Scheme).

- (e) Before entering into any lease or licence of your Lot you must provide to the proposed tenant or licensee with an up to date copy of these by-laws.

23. Tradesmen

An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed or contracted by the Body Corporate unless so authorised.

24. Signage

- (a) The Original Owner may, at any time do any of the following:
- (i) with its officers, servants and/or agents, shall be entitled to pass over the Common Property (with vehicles and machinery) and use any Lot or part of a Lot of which it is the registered Owner or over which it is granted occupancy rights as a display unit or sales office and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot;
 - (ii) may erect signs, advertising or display material in or about the improvement of a Lot owned by it or on Common Property (notwithstanding that same may infringe other provisions of these by-laws);
 - (iii) carry out construction work to complete the development of the Scheme Land and/or Building (including interfering with Utility Infrastructure, provided any damage or interruption is made good by the Original Owner as soon as practicable) and any other building or structure adjacent or nearby to the Scheme Land.
- (b) The Body Corporate may erect or may authorise the Caretaker to erect on the Common Property, property signage identifying the Caretaker and the method by which the Caretaker can be contacted.
- (c) Except for signage of the kind referred to in by-laws 24(a) and (b), no real estate signage either temporary nor permanent is to be erected on the Common Property.

25. Notice of Auction

You must not without the prior written consent of the Body Corporate conduct an on-site auction of a Lot (whether in a Lot or on Common Property).

26. Caretaking and Letting Agents

- (a) In this clause:
- (i) **Caretaker** means the person named as caretaker in the Caretaking and Letting Agreement.
 - (ii) **Caretaking and Letting Agreement** means an agreement between the Body Corporate and the Caretaker for the provision of services including:
 - (A) for the control, management and administration of the Common Property and other areas referred to in that agreement; and
 - (B) the provision of letting and ancillary services to such of the Owners of Lots who wish to avail themselves of such services.

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- (b) The Caretaker's Lot and any areas approved by the Body Corporate in writing, may be used as an office for the purpose of and incidental to offering a caretaking and letting service.
- (c) The Body Corporate may give an occupation authority to the Caretaker for use of a storage room or storage shed on the Common Property for use by the Caretaker for caretaking purposes.
- (d) During the term of the Caretaking and Letting Agreement (including any extensions and renewals):
 - (i) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Caretaking and Letting Agreement;
 - (ii) the Body Corporate will not allow any person or company other than the Caretaker to provide, from the Scheme Land, any of the services set out in the Caretaking and Letting Agreement;
 - (iii) the Body Corporate will not enter into with any other person or entity an agreement similar to the Caretaking and Letting Agreement;
 - (iv) the Caretaker will be entitled to erect or display reasonable signs or notices in or on the Common Property advertising any of the services they provide pursuant to the Caretaking and Letting Agreement;
 - (v) the Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;
 - (vi) the Body Corporate must not make any part of the Common Property available to any person or corporation other than the Caretaker for the purpose of conducting a letting business;
 - (vii) the Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special privileges have been granted pursuant to this by-law.

27. Security Cameras

In the event that security cameras are installed in the Building, the Body Corporate Committee may determine a policy for the operation of those cameras, and storage and destruction of any footage captured by the cameras.

28. Balconies

- (a) If your Lot contains a Balcony whether it be included as part of a Lot or by way of exclusive use of Common Property, you must ensure that furnishings and pot plants on your Balcony:
 - (i) will not cause water leaks on to other Lots or the Common Property;
 - (ii) are not at risk of causing storm damage;
 - (iii) including all umbrellas, patio covers and other types of awning are first approved in writing by the Body Corporate; and
 - (iv) including all large pots, plants, statues and other features proposed to be placed or installed in the Balcony area are first approved in writing by the Body Corporate which will not be granted unless the Body Corporate is satisfied that such pots, plants, statues or features (as

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the case may be) will not exceed the maximum acceptable floor loading weights for the Balcony area and will not detrimentally effect the structural soundness of the Balcony area or the visual integrity of the Scheme.

- (b) If you fail to comply with by-law 28(a) the Body Corporate may at your cost (which is payable on demand) enter the Lot or exclusive use area (as the case may be) and carry out whatever work the Body Corporate considers necessary to ensure that by-law 28(a) is complied with and you will make no claim against the Body Corporate for exercising this right.
- (c) All Balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Council Planning Scheme Codes/Policies and clearly depicted on the approved drawings.

29. Body Corporate Empowered to Enter into Agreements

Without limiting any powers, authorities, duties and functions conferred or imposed by or under the Act or elsewhere under these by-laws, the Body Corporate is empowered to enter into with such person or corporation as the Body Corporate in its absolute discretion may decide one or more of the following agreements:

- (a) an agreement for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of Owners and occupiers;
- (b) an agreement for the appointment of a body corporate manager for the performance of, among other things, certain duties and obligations of the Body Corporate (so far as it is lawful to do so);
- (c) an agreement for the purpose of better seeing to the proper functioning, operation and management of the Building, the Utility Infrastructure and the Common Property or for the purpose of ensuring the proper performance of the powers, duties and functions of the Body Corporate (including agreements with service contractors);
- (d) an agreement for the supply of services (including utility services) to the Scheme Land and incorporating cost sharing arrangements including, without limitation, an agreement for the provision and installation of satellite dishes and other telecommunications facilities within the Scheme Land or on the Building;
- (e) any agreement related to the procurement, administration or management of any Utility Service supplied to any part of the Scheme Land;
- (f) any agreement related to the leasing of equipment required in connection with the supply of any Utility Service to any part of the Scheme Land; and

any such agreement shall be upon such terms and conditions as the Body Corporate may decide in its absolute discretion.

30. Recovery of Costs

You must pay on demand the whole of the Body Corporate costs including GST (and including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon you by the Body Corporate pursuant to the Act or the Regulation Module. The Body Corporate may impose an administrative charge of by way of simple interest at the rate of 2.5% per month on all levies, contributions and instalments not paid by the relevant dates fixed in notices of contributions given to you. Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by you or your Invitee, the Body Corporate is

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entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from you at the time when the breach occurred.

31. Miscellaneous

If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on an indemnity basis) in respect of any action taken against any Owner or Occupier (which expression shall for the purposes of this by law mean and include any former Owner of the relevant Lot) due to default by that Owner or Occupier in the payment of any monies to the Body Corporate or to a breach of the by-laws or for any other reason, such Owner or Occupier shall immediately pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

32. The Rights of Original Owner

- (a) Nothing in these by-laws prevents the Original Owner (or other people authorised by the Original Owner) from:
- (i) passing over the Common Property (with other people authorised by it and with vehicles and machinery);
 - (ii) carrying out Construction Works or other development works on the Scheme Land as necessary to complete the development of the Scheme Land or adjoining land (including, without limitation, excavating the Scheme Land and interfering with Utility Infrastructure so long as any damage or interruption is made good by the Original Owner as soon as reasonably practicable);
 - (iii) using any lot for display purposes; and
 - (iv) placing a reasonable number of signs or advertising or display material on or about the Scheme Land for the sale or letting of lots in the Scheme or the Building.
- (b) You acknowledge that the Original Owner is undertaking further development of land adjoining or nearby to the Scheme Land (including construction and related activities) and you will not make any Claim, or complaint, or objection, in relation to that future development or do anything or take any action to prevent, delay or stop that future development, including in relation to noise and dust.

33. Exclusive Use - Driveways

33.1 Specified rights of exclusive use

The Owners and Occupiers of the Lots set out in Schedule E have the exclusive use of the Driveways marked on the attached plans respectively identified in Schedule E.

33.2 Driveway exclusive use allocations

The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of driveways. For the Original Owner, to make allocations under this by-law, it must give the Body Corporate:

- (a) an exclusive use plan that identifies the driveways for which exclusive use is to be allocated; and
- (b) a written notice that states the Lots for which exclusive use driveways are to be allocated and the driveways to be respectively allocated for the exclusive use of those Lots; and
- (c) written consent to the allocations from the registered owner(s) of the relevant Lots.

The Original Owner can make allocations under this by-law any number of times.

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33.3 Other matters about exclusive use driveways

- (a) Exclusive use driveways may only be used as driveways for vehicles, bicycles, motorcycles, boats or registered trailers to access the Lot. A vehicle, bicycle, motorcycle, boat or trailer must not be parked in a driveway.
- (b) You must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use driveway. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (c) You are responsible for cleaning, maintaining and repairing the exclusive use driveways, failing which the Body Corporate (or its contractor) may do so at your cost.
- (d) As far as reasonably possible without damaging the driveway surface, you must keep your exclusive use driveway free of grease and oil stains and spills, failing which the Body Corporate (or its contractor) may do so at your cost.
- (e) You must not install any improvements in your exclusive use area unless you have first obtained the Body Corporate's written consent.

34. Exclusive Use - Courtyard

- (a) The Owners and Occupiers of the Lots set out in Schedule E have the exclusive use of the courtyards marked on the attached plans respectively identified in Schedule E.
- (b) You are responsible for cleaning, maintaining and repairing the exclusive use courtyards, failing which the Body Corporate (or its contractor) may do so at your cost.
- (c) If you have plants or a garden in your Courtyard then you must keep them in good condition and properly maintained in accordance with the requirements of the Body Corporate.
- (d) You must not install any improvements, storage shed or similar storage device in your exclusive use area unless you have first obtained the Body Corporate's written consent.

35. Exclusive Use - Walkway

- (a) The Owners and Occupiers of the Lots set out in Schedule E have the exclusive use of the walkway marked on the attached plans respectively identified in Schedule E.
- (b) A bicycle, motorcycle, vehicle or trailer must not be parked in a walkway.
- (c) You are responsible for cleaning, maintaining and repairing the exclusive use walkway, failing which the Body Corporate (or its contractor) may do so at your cost.

36. Development Approval

36.1 Development Approval requirements

- (a) You must comply with the conditions of any Development Approval to the extent it applies to your Lot or the Common Property.
- (b) The Development Approval requires that the by-laws reflect the following provisions of the Development Approval:
 - (i) Car parking provisions;

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- (ii) Landscaping requirements;
 - (iii) Communal open space and recreation areas;
 - (iv) Bin storage requirements and collection locations; and
 - (v) Stormwater management requirements.
- (c) The by-laws contained in this by-law 36 apply in accordance with the conditions of the Development Approval.

36.2 Car parking provisions

- (a) **On-Site Car Spaces:** The Body Corporate must maintain the manoeuvring of vehicles on site generally in accordance with the approved plan under the Development Approval. Car Spaces, access lanes and driveways shown on the approved plan must not be used for any other purpose.
- (b) **Location of Vehicle Parking:** The Body Corporate must maintain screen fencing and/or dense vegetation at the adjoining visitor car parking spaces where adjoining habitable rooms of dwellings to reduce glare from vehicle head lights from intruding into habitable room windows of dwellings.
- (d) **Bicycle Parking Facilities:** The Body Corporate must maintain secure bicycle parking facilities for a minimum of 1 bicycle for each Lot.

36.3 Landscaping requirements

The Body Corporate must maintain the landscaping on site generally in accordance with the approved plans under the Development Approval and the Planning Scheme Policy - Integrated Design - Appendix D.

36.4 Communal open space and recreation areas

- (a) **Screen Fencing:** The Body Corporate and the Owners and Occupiers of the Lots must maintain a screen fence along the eastern and western side boundaries of the site (to the extent of the development footprint only) where none already exists. Unless an alternative design is agreed to with the Owner or Occupier of the adjoining land, the screen fence is to be 1.8 metres in height and constructed of treated timber. Fencing along the side boundaries of the site that extends beyond the main building line is to taper to 1.2 metres.
- (b) **Screen Fencing:** The Body Corporate and the Owners and Occupiers of the Lots must maintain a screen fence between the private open spaces (common boundary) of each dwelling within the site. The screen fence is to be 1.8 metres in height and constructed of treated timber.
- (c) **Fencing of Park Boundaries:** The Body Corporate and the Owners and Occupiers of the Lots must maintain semi-transparent fencing to the boundary of any Lot that directly adjoins park and open space areas (i.e. Lots 1, 4-12 and Lots 20-31, 43-50, 74, 85-88) to enable passive surveillance of public areas. Fencing is to have a minimum height of 1.2 metres and a maximum height of 1.5 metres and a minimum 50% transparency.

36.5 Bin storage requirements and collection locations

- (a) **On Site Services:** The Body Corporate must ensure the location of garbage bin areas, rainwater tanks, hot water tanks, gas bottles and air conditioners are:
 - (i) located in the rear setback; or
 - (ii) located in the side setbacks and include screening (e.g. fencing or landscaping) from view of any road frontage; or

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- (iii) entirely underground where located in the front setback.
- (b) Waste Management: The Body Corporate must maintain a bin wash down facility connected to sewer as per SC 6.20 of the Planning scheme policy - Waste (issued by the Moreton Bay Regional Council).

36.6 Stormwater management requirements

- (a) Site Based Stormwater Management: The Body Corporate is responsible for the ongoing operation and maintenance of the stormwater management devices to ensure the design discharge parameters are maintained for the life of the approved development.
- (b) Site Based Stormwater Management: The stormwater quality devices located within the development are to be maintained by the Body Corporate at regular intervals after commencement of the use by a suitably qualified contractor. A certificate of compliance from the maintenance contractor is to be kept on site by the Body Corporate or the Manager and made available to Council Officers upon successful completion of each maintenance procedure. Maintenance certificates are to be kept on site for a minimum of 2 years.