

Dealing Number



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1. Nature of request REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR CHARLTON HOUSE AND O'CONNELL HOUSE COMMUNITY TITLES SCHEME	Lodger (Name, address, E-mail & phone number) MinterEllison Level 22, Waterfront Place 1 Eagle Street, BRISBANE QLD 4000 Leanne.weekes@minterellison.com REF: BLWEEKES 1378263	Lodger Code 021A
2. Lot on Plan Description Lot 1 on SP326604	Title Reference	
3. Registered Proprietor/State Lessee Brisbane Racing Club Limited ACN 133 679 786		
4. Interest Not applicable		
5. Applicant Brisbane Racing Club Limited ACN 133 679 786		
6. Request I hereby request that: the first CMS deposited herewith be recorded as the CMS for Charlton House and O'Connell House Community Titles Scheme and that Level 6, 270 Adelaide Street, Brisbane QLD be recorded as the address for service on the body corporate for the scheme		
7. Execution by applicant		

Leanne Maree Weekes - Solicitor

/ /
Execution Date **Applicant's or Solicitor's Signature**
Note: A Solicitor is required to print full name if signing on behalf of the Applicant

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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This statement incorporates and must include the following:

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

1. Name of community titles scheme

Charlton House and O'Connell House Community Titles Scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Charlton House and O'Connell House Community Titles Scheme

4. Scheme land

Lot on Plan Description

Common Property of Charlton House and O'Connell House CTS

Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606

Title Reference

To issue from

To issue from

5. #Name and address of original owner

Brisbane Racing Club Limited ACN 133 679 786
230 Lancaster Street, Ascot QLD 4007

6. Reference to plan lodged with this statement

SP326606

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable

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

8. Execution by original owner/Consent of body corporate

Brisbane Racing Club Pty Ltd ACN 133 679 786

NBx



Director

DKY 

Secretary

19/11/2024
Execution Date

***Execution**

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

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SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 30101 on SP326606	113	219
Lot 30102 on SP326606	101	167
Lot 30103 on SP326606	96	150
Lot 30104 on SP326606	95	141
Lot 30105 on SP326606	75	27
Lot 30201 on SP326606	83	38
Lot 30202 on SP326606	85	44
Lot 30203 on SP326606	88	58
Lot 30204 on SP326606	83	40
Lot 30205 on SP326606	84	39
Lot 30301 on SP326606	80	37
Lot 30302 on SP326606	82	45
Lot 30303 on SP326606	85	57
Lot 30304 on SP326606	81	39
Lot 30305 on SP326606	93	110
Lot 30306 on SP326606	89	75
Lot 30307 on SP326606	88	73
Lot 30308 on SP326606	93	109
Lot 30309 on SP326606	87	70
Lot 30310 on SP326606	90	107
Lot 30311 on SP326606	84	47
Lot 30401 on SP326606	80	38
Lot 30402 on SP326606	82	45
Lot 30403 on SP326606	85	57
Lot 30404 on SP326606	81	39
Lot 30405 on SP326606	92	110
Lot 30406 on SP326606	87	76
Lot 30407 on SP326606	87	73
Lot 30408 on SP326606	91	108

Lot on Plan	Contribution	Interest
Lot 30409 on SP326606	86	71
Lot 30410 on SP326606	90	108
Lot 30411 on SP326606	84	48
Lot 30501 on SP326606	80	38
Lot 30502 on SP326606	82	45
Lot 30503 on SP326606	85	58
Lot 30504 on SP326606	81	40
Lot 30505 on SP326606	92	112
Lot 30506 on SP326606	87	77
Lot 30507 on SP326606	87	74
Lot 30508 on SP326606	91	109
Lot 30509 on SP326606	86	72
Lot 30510 on SP326606	90	109
Lot 30511 on SP326606	84	49
Lot 30601 on SP326606	80	38
Lot 30602 on SP326606	82	46
Lot 30603 on SP326606	85	59
Lot 30604 on SP326606	81	40
Lot 30605 on SP326606	92	114
Lot 30606 on SP326606	87	79
Lot 30607 on SP326606	87	75
Lot 30608 on SP326606	91	111
Lot 30609 on SP326606	86	74
Lot 30610 on SP326606	90	111
Lot 30611 on SP326606	84	49
Lot 30701 on SP326606	80	39
Lot 30702 on SP326606	82	46
Lot 30703 on SP326606	85	59
Lot 30704 on SP326606	81	40
Lot 30705 on SP326606	108	196
Lot 30707 on SP326606	87	77

Lot on Plan	Contribution	Interest
Lot 30708 on SP326606	91	112
Lot 30709 on SP326606	86	75
Lot 30710 on SP326606	90	112
Lot 30711 on SP326606	84	50
Lot 30801 on SP326606	80	40
Lot 30802 on SP326606	82	47
Lot 30803 on SP326606	85	60
Lot 30804 on SP326606	81	41
Lot 30805 on SP326606	92	119
Lot 30806 on SP326606	87	82
Lot 30807 on SP326606	87	78
Lot 30808 on SP326606	91	114
Lot 30809 on SP326606	86	76
Lot 30810 on SP326606	103	165
Lot 30901 on SP326606	80	40
Lot 30902 on SP326606	82	48
Lot 30903 on SP326606	85	61
Lot 30904 on SP326606	81	42
Lot 30905 on SP326606	92	122
Lot 30906 on SP326606	87	83
Lot 30907 on SP326606	87	80
Lot 30908 on SP326606	91	116
Lot 30909 on SP326606	86	78
Lot 30910 on SP326606	90	116
Lot 30911 on SP326606	84	52
Lot 31001 on SP326606	80	41
Lot 31002 on SP326606	96	111
Lot 31004 on SP326606	81	43
Lot 31005 on SP326606	92	125
Lot 31006 on SP326606	87	85
Lot 31007 on SP326606	87	82

Lot on Plan	Contribution	Interest
Lot 31008 on SP326606	91	118
Lot 31009 on SP326606	86	80
Lot 31010 on SP326606	90	118
Lot 31011 on SP326606	84	53
Lot 31101 on SP326606	88	76
Lot 31102 on SP326606	88	73
Lot 31103 on SP326606	104	188
Lot 31104 on SP326606	94	147
Lot 31105 on SP326606	95	154
Lot 31106 on SP326606	114	219
Lot 31201 on SP326606	88	78
Lot 31202 on SP326606	88	75
Lot 31203 on SP326606	105	192
Lot 31204 on SP326606	94	150
Lot 31205 on SP326606	95	157
Lot 31206 on SP326606	110	214
Lot 31301 on SP326606	89	82
Lot 31302 on SP326606	88	79
Lot 31303 on SP326606	105	200
Lot 31304 on SP326606	94	157
Lot 31305 on SP326606	95	164
Lot 31306 on SP326606	110	225
TOTALS	10,001	9,996

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - a. how the community titles scheme is structured;
 - b. the nature, features and characteristics of the lots;

- c. the purposes for which the lots are used;
 - d. the impact the lots may have on the costs of maintaining the common property;
 - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
- a. the nature, features and characteristics of the lots in the community titles scheme; and
 - b. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the contribution schedule lot entitlements for the community titles scheme.

5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
- a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
 - b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. Dictionary

Concept Plan means the concept plan attached to this Schedule titled 'Concept Plan'.

CTS means community titles scheme.

Development Lot means Lot 2 on SP326604.

Development Lot Owner means an owner of the Development Lot.

Stage 2 means the second stage of the Scheme described in this Schedule B.

2. Interpretation and Terms Not Defined

- 2.1 This Schedule B is to be interpreted, so far as possible, in accordance with the interpretation provisions set out in Schedule C of this CMS.
- 2.2 Terms not defined in this Schedule B but defined in Schedule C of this CMS have the meanings given to them in Schedule C of this CMS.

3. Stage 2

- 3.1 The Scheme is not part of a layered arrangement of CTS's within the meaning of section 18 of the BCCM Act.
- 3.2 It is intended that the Scheme will be developed progressively by the subdivision of the Development Lot to effect the development of Stage 2 which will comprise between 90 and 150 lots, including possible retail use lots.

3.3 On the carrying out of Stage 2 additional Common Property is intended to be created. All Recreational Facilities and access ways to those facilities are intended to be available to all Occupiers (and not restricted to Occupiers only of a particular building or stage).

3.4 Stage 2 may be carried out at any time.

3.5 The Development Lot, if it is not included in the Scheme, will be included in the Scheme prior to the Scheme being changed by the addition of Stage 2.

4. Concept Plan

4.1 The intended carrying out of the development of Stage 2 is shown on the Concept Plan.

5. Subdivisional Plans

5.1 The development and subdivision of Stage 2 is to be effected by subdividing the Development Lot, using any type of plan and accompanying CMS's and other documentation as required.

5.2 Reference to survey plan numbers in this Schedule B, if any, is for convenience and may be changed if required or if those numbers are not available.

6. Rights of Development Lot Owner

6.1 The rights conferred on a Development Lot Owner:

- (a) as set out in this Schedule B may be exercised by the Development Lot Owner in its total discretion unless specified otherwise; and
- (b) are to be interpreted for the benefit of the Development Lot Owner to give the Development Lot Owner the maximum flexibility, rights and powers to enable the carrying out of the development of Stage 2.

6.2 A Development Lot Owner may, at any time, to facilitate the further carrying out of the development of Stage 2, enter upon the Common Property to undertake works on, to or within the Common Property or the Development Lot of any kind required for the further carrying out of the development of the Stage 2, including, without limitation:

- (a) excavation and earthworks;
- (b) construction of improvements generally, temporary or permanent; and
- (c) construction, modifications and changes necessary to establish utility infrastructure and utility services, whether public or private, and connections thereto (including connection of Stage 2 to any existing electrical switchboard, whether on a permanent or temporary basis).

6.3 Without limiting the rights of a Development Lot Owner under clause 6.2, a Development Lot Owner may, without the consent of the Body Corporate:

- (a) gain access at any time over the Common Property to the place or area of works, with or without vehicles, building goods and materials, machinery and equipment;
- (b) damage the Common Property for the purpose of carrying out the further development including excavation and earth works;
- (c) cut holes in walls which are part of the Common Property (for example in basement carpark areas) for access purposes;
- (d) use Common Property and improvements thereon for support, both temporary and permanent;
- (e) install and keep rock anchors within or on Common Property;
- (f) allow cranes, scaffolding, hoarding and the like and other building equipment to be placed on or to overhang over Common Property;
- (g) temporarily close off access to areas of Common Property (including for extended periods of time), including for safety purposes;
- (h) build improvements, temporary and permanent, on Common Property; and

- (i) install and keep signage on the Common Property.

6.4 A Development Lot Owner may exercise its rights in the company of or through its nominees or agents.

6.5 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Development Lot Owner to give effect to any of the rights of a Development Lot Owner in this Schedule B and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 174(3) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by a Development Lot Owner to the Body Corporate. For example, if directed by a Development Lot Owner, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.

7. Future Allocations for the Scheme (Section 66(1)(f)(ii) BCCM Act)

In this part:

Future Allocation means a future allocation of Common Property or a Body Corporate asset under an exclusive use by-law; and

Purposes means any of the following purposes:

- (a) car parking;
- (b) motorbike parking;
- (c) storage;
- (d) courtyard;
- (e) outdoor dining and retail purposes;
- (f) bin storage;
- (g) toilet and/or washroom;
- (h) signage; and
- (i) to the extent lawful, any other lawful purposes determined by the Original Owner.

7.2 Future Allocations may be made for any of the Purposes by a person authorised to do so under the relevant exclusive use By-Law in any stage of the Scheme (including, to the extent lawful, the current stage of the Scheme).

7.3 Without limitation, the authorised person may make "authorised allocations" (as defined in the BCCM Act) in accordance with the By-Laws in respect of Common Property or Body Corporate assets to any Lot for the Purposes in any stage of the Scheme.

8. Obligations of Body Corporate

8.1 The Body Corporate must, to the fullest extent possible, co-operate with a Development Lot Owner and facilitate and enable the further carrying out of the development of Stage 2 as contemplated in this Schedule B.

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

- (a) not object to;
- (b) not do anything that in any way hinders, prevents or delays;
- (c) give all necessary consents to enable and facilitate;
- (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent) to enable and facilitate;
- (e) sign all consents, survey plans (and consents thereto) and documents including new CMS's, building management statements, transfers, survey plans, easements, surrenders of easements as required by a Development Lot Owner to enable and facilitate; and

- (f) grant exclusive use rights, special privilege rights, access licenses and other rights as required by a Development Lot Owner to enable and facilitate,

the further carrying out of the development of Stage 2 as contemplated in this Schedule B.

9. Entrenchment of Rights of Further Developments

Until the development of Stage 2 as contemplated in this Schedule B has been concluded, this CMS must not be amended so as to in any way derogate or limit the rights of a Development Lot Owner and in that regard cannot be revoked, varied or amended in any way without the prior written consent of each Development Lot Owner.

10. Severance

If any provisions of this Schedule B are void, voidable, unenforceable or not legal in any way, then that provision and, where possible, the infringing part of that provision only, shall be severed.

[illegible]

SCHEDULE C BY-LAWS**1. Interpretation**

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

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

2. Definitions

In this CMS, unless the contrary intention appears:

Accommodation Module means the *Body Corporate and Community Management (Accommodation Module) Regulation 2020*.

Authority means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.

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

Body Corporate means the body corporate of the Scheme.

Breach means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:

- (a) these By-Laws;
- (b) the BCCM Act;
- (c) any registered covenant, easement or other encumbrance over the Common Property.

By-Laws means these by-laws.

CMS means this community management statement.

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

Common Property means the common property of the Scheme (and includes any common property on further development of the Scheme).

Costs includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:

- (a) legal fees on a solicitor and own client basis; and
- (b) the cost of rectifying any Breach, or making good any damage caused by a Breach.

Council means Brisbane City Council.

Development means the development known as Ascot Green situated at 150, 160 and 170 Nudgee Road, Ascot QLD 4007.

Developer means the Original Owner and any nominee of Brisbane Racing Club Limited ACN 133 679 786.

Display Unit means a Lot or Lots used to promote further sales of lots and may include a display suite and/or sales office.

Invitee includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.

Law means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.

Lot means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.

Lot Utility Infrastructure means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.

Notice means any notice in writing, statement in writing, any written material and any other written communication.

Occupier means any occupier of a Lot and includes:

- (a) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
- (b) a mortgagee in possession;
- (c) a tenant or lessee (of a Lot or a part of a Lot) ; and
- (d) an occupier of a part of a Lot,

but excludes the Original Owner and any Developer.

Original Owner means Brisbane Racing Club Limited ACN 133 679 786.

Owner has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

Pets means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.

Racecourse means the lands known as Eagle Farm Racecourse at Lancaster Rd, Ascot in the State of Queensland and Doomben Racecourse at Hampden St, Ascot in the State of Queensland, or either of those lands, described as Lot 801 on SP 283433 and Lot 901 on SP 283434 respectively.

Recreational Facilities includes all areas and facilities within Common Property intended for recreational purposes generally including without limitation the areas within the building known as Charlton House on levels 2 and the roof top level (both internal and external).

Scheme means Charlton House and O'Connell House community titles scheme.

Scheme Land means all the land contained in the Scheme.

Secretary means the secretary of the Body Corporate.

Speed Limit means 20 kilometres per hour or such other speed nominated by the Committee from time to time.

3. Observance of By-Laws and Peaceful Enjoyment

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

3.5 All Occupiers must observe the terms of any easement that affects their Lot or the Scheme.

3.6 All Occupiers are subject to raceday entry conditions and any codes of conduct as published by the Original Owner from time to time in relation to the use of Common Property and private balcony areas during all scheduled racing events and the caretaking service contractor for the Scheme is empowered to determine the applicability of the Original Owner's conditions.

4. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot, the Common Property or to outside of the Scheme including the Racecourse.

5. Moving In / Out of Scheme

5.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.

5.2 Protective lift curtains must be used for all moves.

5.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

6. Vehicles

6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
- (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

6.2 An approval under By-Law 6.1 must state the period for which it is given, with the exception of designated visitor parking.

6.3 However, the Body Corporate may cancel the approval by giving 7 days' written Notice to the Owner or Occupier, with the exception of designated visitor parking.

6.4 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

6.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

7. Electric vehicle charging station

7.1 Owners and Occupiers must not, without the Body Corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand, in the designed electric vehicle charging station; or
- (b) permit an Invitee to park a vehicle, or allow a vehicle to stand, in the designed electric vehicle charging station,

unless the vehicle is connected to and being charged at the electric vehicle charging station or all other visitor parking spaces are occupied at the relevant time (that is all other visitor parking spaces are to be used before any visitor parking spaces containing electric vehicle charging stations are used solely for parking purposes).

7.2 Owners and Occupiers:

- (a) must use (and have their Invitees use) any electric vehicle charging station in accordance with any instructions in relation to operation or use;
- (b) must ensure any vehicle is promptly moved from the electric vehicle charging station after completion of charging; and
- (c) agree that the use of any electric vehicle charging station is to be entirely at the risk of the Owner, Occupier and their Invitees and the Body Corporate is released from any liability arising from damage or other loss suffered by any persons arising from the use of any electric vehicle charging station.

8. Use of Lots

- 8.1 Subject to these By-Laws (including, without limitation, the rights of any service contactor or letting agent under the Agreements), Owners and Occupiers must not use or permit their Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.
- 8.2 Notwithstanding By-Law 8.1:
- (a) an Owner or Occupier may rent out their Lot from time to time provided that in no event must any individual rental be for a period of less than 3 months;
 - (b) Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:
 - (i) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;
 - (ii) the use is lawful and all necessary permits and insurances for the use are held;
 - (iii) the use does not unreasonably interfere with the amenity of other Occupiers; and
 - (iv) the Occupier obeys the reasonable directions and requirements of the Committee.
- 8.3 Lots must not be used or be allowed to be used:
- (a) for any purpose or in any way that may cause a nuisance or hazard;
 - (b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;
 - (d) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme;
 - (e) in any way that causes disruption to the continued or intended future use of the Racecourse having regard to the uses acknowledged in By-Law 32.1; or
 - (f) for a purpose or in a manner contrary to the relevant planning instrument, any Approval for the Scheme any other applicable law, or inconsistent with the conditions of any insurance policy affected by the Body Corporate for the Scheme.
- 8.4 Owners and Occupiers must not:
- (a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or
 - (b) advertise that the Lot is available for lease or occupancy,
- in breach of these By-Laws. For the avoidance of doubt, Lots must not be let or occupied on a nightly or weekly basis pursuant to Airbnb or any similar letting or occupation arrangement.
- 8.5 The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of a Lot contrary to this By-Law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, approval for the Scheme, the certificate of occupancy for the building(s) in the Scheme, the fire safety aspects of the Scheme or the conditions of any insurance policy affected by the Body Corporate for the Scheme.
- 8.6 Residential lots must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.
- 8.7 Owners and Occupiers must not permit any auction sale to be conducted or to take place within their Lot.
- 8.8 Lot 30105 on SP 326606 may be used by any service contactor or letting agent under the Agreements to perform their respective duties and provide the relevant services.

9. Maintenance of Lots

Occupiers must:

- (a) maintain and repair their Lot in good repair and condition;
- (b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;
- (c) keep their Lot:
 - (i) clean so that it is not offensive in appearance to other Occupiers;
 - (ii) free of pests and vermin;
- (d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;
- (e) keep accessible windows and glass clean;
- (f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly; and
- (g) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water or other liquids escaping into other Lots or Common Property.

10. Alteration to Lots

- 10.1 Lots must not be altered in any way without the prior approval in writing of the Committee. The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.
- 10.2 No approval is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 10.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.
- 10.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.
- 10.5 All balconies/verandahs/terraces must remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures (excluding screening required by the development approval).

11. Acoustics

- 11.1 An Owner or Occupier must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:
 - (a) remove, install or reinstall any hard floor surface unless it achieves a floor impact isolation performance rating of LnT w55 or better, between lower occupied Lots or adjacent Lots; or
 - (b) interfere with any ceiling acoustic treatment (where applicable) so that the acoustic treatment no longer achieves a minimum field impact isolation control of LnT w55.
- 11.2 Prior to the installation of the hard floor surface advice must be sought, by and at the cost of the Owner of the Lot, from an approved acoustic consulting company with regard to suitable floor treatments to meet this level of isolation. This may include:
 - (a) a preliminary floor impact isolation test to determine the isolation provided by the base floor slab under consideration; and
 - (b) testing on a sample of the isolation system to be used to confirm the final performance outcome.
- 11.3 When removing or installing any hard floor surface pursuant to this By-Law:

- (a) the insurance of the work during installation is to be the responsibility of the Owner or Occupier of the Lot;
- (b) all costs associated with the work are to be met by the Owner or Occupier of the Lot;
- (c) any Common Property damaged as a consequence of installation is to be fully reinstated at the expense of the Owner of the Lot;
- (d) the Owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating the installation;
- (e) the Owner of the Lot is responsible for removal from the Lot and any Common Property of all surplus materials;
- (f) the Body Corporate costs in providing the approval are to be met by the Owner of the Lot;
- (g) upon completion of the work, at the cost of the Owner of the Lot, the floor must be tested to ensure that the minimum impact isolation requirement has been met. This test must be carried out in accordance with the procedures defined in ISO 140-7 by a company experienced with and recognised for this type of work. A system will be accepted as being in compliance with the design criterion if the performance level is not more than 3 LnT w above the performance level (ie a level of up to LnT w58). This tolerance is allowed in recognition that impact isolation levels can vary in different locations in the same building;
- (h) an impact isolation test certificate is to be submitted to the Body Corporate within 10 days of the test showing compliance with the defined limit;
- (i) the Owner or Occupier of the Lot's contractor must park in the Owner or Occupier's allotted car space; and
- (j) hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

11.4 The Owner or Occupier of the Lot acknowledges and agrees that:

- (a) the Body Corporate does not endorse or recommend any particular impact isolation product or system or acoustic consulting company;
- (b) the selected floor impact isolation system must be laid strictly in accordance with the floor impact isolation system supplier standard installation procedures in consideration with the hard floor surface supplier installation procedures;
- (c) the installed hard floor surface must not touch the perimeter walls of the Lot with there being a minimum 5mm gap between the walls and the hard floor surface. This gap is to be sealed with a resilient sealant;
- (d) the LnT w55 limit provides a "good" level of acoustic isolation and exceeds the Building Code of Australia (2010) minimum floor impact isolation requirements; and
- (e) test samples undertaken in accordance with this By-Law should be of a minimum area of 1.2m x 1.2m and be located not less than 1m from any wall or façade.

11.5 This By-Law does not apply to Owners and Occupiers of lots located on levels 1 (ground) and 2 (as these lots are located on ground or immediately above the parking level and not above other residential lots).

12. Appearance of Lots

12.1 The purpose of this By-Law is to ensure that the Scheme remains at all times is visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.

12.2 Unless approved in writing by the Committee, an Occupier must not:

- (a) hang any washing, bedding or other articles;
- (b) display any sign, banner, advertisement or similar articles;
- (c) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Body Corporate;
- (d) use any part of the Lot for storage;

- (e) keep any oversized plants (as determined by the Committee); and
 - (f) install any aerials, receivers or the like,
- if visible from outside of the Lot.

- 12.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of a mid grey backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.
- 12.4 Occupiers (and if the Lot is vacant, Owners) must regularly:
- (a) clear the post box or parcel locker (if applicable) for Lot; and
 - (b) collect any parcels held in communal or shared parcel lockers (or devices of a similar nature) or held by any service contractor within 24 hours of the delivery occurring.
- 12.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.
- 12.6 An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

13. Inspection of Lots

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

14. Behaviour of Occupiers and Invitees

- 14.1 All persons within the Scheme:
- (a) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of other persons;
 - (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
 - (c) leaving or entering between 10:00pm and 8:00am must do so quietly;
 - (d) must be appropriately dressed when visible from Common Property, other Lots or outside the Scheme;
 - (e) must not use language or behave in a way that might offend or embarrass another person in the Scheme; and
 - (f) must not behave in a way likely to reasonably interfere with the peaceful enjoyment of others.
- 14.2 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause any annoyance to any other Occupiers. Such equipment and instruments must

not be operated between the hours of 10:00pm and 8:00am in a manner as to be audible at all to any other Occupier.

15. Insurance

Residential Lots must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the Laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

16. Garbage Disposal

16.1 Garbage must:

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

16.2 The Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers. If required, any such system must be first approved by the relevant Authority waste services division.

16.3 The Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure (including the pavement and other driving surfaces) by garbage removal vehicles.

17. Keeping of Pets

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

- (a) provide (and keep up to date) all relevant details concerning the Pet (including a photograph and name) which are requested by the Committee or service contractor (on the Committee's behalf);
- (b) Pets must wear an identification tag, tattoo or micro chip;
- (c) if required by Law to be licensed or registered, Pets are licensed or registered;
- (d) clean and remove any mess left on Common Property by any Pet under their control;
- (e) ensure that Pets are appropriately restrained while on Common Property;
- (f) Pets must not be left unattended within a Lot for more than 24 consecutive hours;
- (g) any damage caused to Common Property or any Lot must be repaired at the cost of the relevant Occupier;
- (h) ensure Pets are at all time kept clean, quiet, controlled and within their Lot;
- (i) Pets are not allowed in any Recreational Facilities (unless designated for Pet recreation use); and
- (j) a maximum of 2 Pets are permitted within a Lot at any time.

17.2 If an Occupier fails to comply with the conditions of By-Law 17.1, the Occupier must remove a Pet from the Scheme if directed by the Committee.

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

17.4 Animals which are not Pets may not be kept within the Scheme

18. Broadband Infrastructure

18.1 The Body Corporate acknowledges that:

- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited;
 - (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.
- 18.2 Where there are any Pathway Works or Horizontal MDU Pit and Pipe Works within the Scheme, the Body Corporate grants a licence to NBN Co Limited for:
 - (a) the exclusive use of any Pathways or Horizontal MDU Pit and Pipe Works; and
 - (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).
- 18.3 The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the Telecommunications Act and any associated instruments (Schedule 3), they waive and agree to waive:
 - (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or areas ancillary to the Scheme which is authorised under Schedule 3; and
 - (b) any right they may have to object to those activities.
- 18.4 The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, to confirm and agree to the matters set out in this By-Law 18 in a form reasonably satisfactory to NBN Co Limited.
- 18.5 Terms used in this By-Law 18 have the meanings given to them in the Short Form Development Agreement entered into by the Original Owner to enable the Scheme to be part of the National Broadband Network.,
- 19. Various matters concerning Common Property**
- 19.1 Washing of vehicles and Pets (other than within the Lot) must only occur in designated areas.
- 19.2 Drones are not permitted to be used within the Scheme.
- 19.3 Skateboards, roller blades, bicycles, go-carts, scooters and similar things must not be ridden on the Common Property.
- 19.4 Bicycles, go-carts, scooters and any other personal mobility device of a similar nature:
 - (a) must only be stored in Lots, bicycle racks or other facilities provided by the Body Corporate for that purpose or within appropriate exclusive use areas and must be locked to prevent theft; and
 - (b) may only be brought into and out of the Scheme by way of the carpark entry only and not ridden whilst doing so.
- 19.5 Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.
- 19.6 Occupiers must not:
 - (a) interfere with the lawful use of the Common Property;
 - (b) interfere with the use of access ways on the Common Property or any easement giving access to or through the Common Property;
 - (c) use or allow to be used the Common Property, including the Recreational Facilities, for any purpose for which they were not intended for use;
 - (d) use or allow to be used the Common Property, including the Recreational Facilities, in any way that causes disruption to the continued or intended use of the Racecourse having regard to the uses acknowledged in By-Law 32.1;
 - (e) unless for bona fide purposes such as repair or maintenance, enter upon or be within areas of Common Property which are for utility infrastructure or services purposes such as areas which are or include:
 - (i) electrical substations, switch and plant rooms or control poles;

- (ii) fire service control panels; or
- (iii) telecommunications exchanges;
- (f) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Committee;
- (g) at any time smoke cigarettes or any other substance (including vaping and e-cigarettes) whilst on Common Property.

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

19.8 No auction sales are to be conducted upon the Common Property without the prior written permission of the Committee.

19.9 The maximum number of people permitted on the roof top level (including the dining and lounge area) at any time for health and safety reasons is 200.

19.10 No corporate events may be held on the roof top level (including the dining and lounge area).

19.11 Occupiers who intentionally or recklessly cause any fire or other alarm to be set off must pay the costs of the Body Corporate incurred as a result, including any call out charges of the emergency services.

20. Use of Recreational Facilities

20.1 Owners and Occupiers must ensure:

- (a) the Recreational Facilities are only used between 7:00am and 10:00pm and on certain occasions use may be restricted by the Committee in accordance with Committee rules (such as for racedays and other events);
- (b) their Invitees do not use the Recreational Facilities unless the Invitees are accompanied by an Owner or Occupier;
- (c) children below the age of 13 years do not use the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) the Owner or Occupier and their Invitees exercise caution at all times when using the Recreational Facilities and do not behave in any manner which is likely to interfere with safety or use and enjoyment of the Recreational Facilities by other parties;
- (e) the Owner and Occupier and their Invitees follow all safety measures and directions including without limitation pertaining to the use of pools or other facilities;
- (f) all facilities and cooking appliances and equipment (of any kind) are used in a proper manner (including being turned off and cleaned after use if applicable);
- (g) after any apparatus, furniture or facilities are used, the area or item is left in a clean and tidy state;
- (h) subject to section 181 of the BCCM Act, no animals are brought within the Recreational Facilities;
- (i) the Owner or Occupier and their Invitees are appropriately dressed;
- (j) the Owner or Occupier or their Invitees do not use the Recreational Facilities if it is unsafe to do so (such as during extreme weather events); and
- (k) they report any issues or damage promptly to the Service Contractor.

20.2 The Committee has the power to make rules as to the use of the Recreational Facilities under these By-Laws which may include without limitation:

- (a) restrictions on certain occasions or events (for example racedays, event days, public holidays and New Years' Eve);
- (b) restrictions on the number of users and length of use (including without limitation opening hours); and

- (c) implementing booking systems which may include conditions on use (including without limitation relating to bonds and security, payment for breakages etc.).

21. Maintenance of Common Property

21.1 The Body Corporate and Owners acknowledge and agree the following in respect of Common Property:

- (a) **Defects** mean in respect to 'building work' as defined in the *Queensland Building and Construction Commission Act 1991* (Qld) and the *Queensland Building and Construction Commission Regulation 2003* (Qld), any defects or faults in the Common Property due to faulty materials or workmanship as set out in the 'Standards and Tolerances Guide' compiled by the Queensland Building and Construction Commission and in force at the time the building work was completed (**Guide**) excluding normal maintenance, the effects of normal wear and tear, minor shrinkage and minor settlement cracks, anything not considered a defect or defective in the Guide and anything set out in By-Law 21.1(b);
- (b) a matter is not a Defect if:
 - (i) the matter has arisen due to the relevant elements of the Common Property not being maintained in accordance with any warranty requirements and maintenance recommendations;
 - (ii) it relates to materials used in the Common Property (particularly in finishes and fittings) which comprise natural products (such as stone, timber and the like) that:
 - (A) exhibit variations:
 - (I) between different areas of the finished product; or
 - (II) in shade, colour, texture, surface finish, markings, or the like;
 - (B) contain natural fissures, occlusions, lines, indentations or the like;
 - (C) fade, warp, scratch, expand, contract or distort over time whether as a result of exposures to heat, cold, weather or the like or otherwise;
 - (D) mark or stain due to exposure to certain substances or stain over time; or
 - (E) are damaged or disfigured by impact or scratching or other mechanical means; or
 - (iii) it relates to plush (cut) pile carpet installed in the Common Property that undergoes a phenomenon known as 'Permanent Pile Reversal Shading' evident through the appearance of a 'water marking effect' in the carpet due to reversal of the pile direction;
- (c) at the first extraordinary meeting of the Body Corporate, the Original Owner will pass:
 - (i) Defect assessment motion(s) which will set out the process for assessing Defect claims and rectifying Defects; and
 - (ii) a motion to engage a third party contractor to prepare a schedule of maintenance obligations in respect of the Common Property;
- (d) Owners and Occupiers are obliged to report any alleged Defects to the service contractor under the Caretaking Engagement (or otherwise in accordance with any procedure notified by the Body Corporate from time to time);
- (e) the Body Corporate must invite (by at least 7 days' prior notice) and permit the Original Owner and Developer to participate in without prejudice inspections of all matters purported by the Body Corporate to be Defects in Common Property; and
- (f) the Original Owner, Developer and their contractors must be given reasonable access to the Common Property to remedy Defects.

22. Infectious diseases

22.1 In the event of any infectious diseases which may require notification under any law happening in any Lot or Common Property, an Occupier must give written notice to the Body Corporate and provide such information which the Body Corporate may require.

- 22.2 An Occupier must pay to the Body Corporate the Costs incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.
- 22.3 An Occupier must comply with any public health direction in relation to the operation or use of any Recreational Facilities or other part of the Common Property and agrees that the Body Corporate may enforce any such public health direction (including closing or placing restrictions on the use of Recreational Facilities or other parts of the Common Property) and will not be liable to an Occupier as a result. Closure of any Recreational Facilities or other part of the Common Property does not give rise to any variation or reduction in levies unless so resolved by the Body Corporate.

23. Lot Utility Infrastructure located on Common Property

- 23.1 Lot Utility Infrastructure may, subject to consent of the Committee, be located on Common Property such as the plant area on the roof top level. No consent is required for Lot Utility Infrastructure which is installed by a Developer.
- 23.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of; and
 - (b) any loss or damage to,
- Lot Utility Infrastructure.
- 23.3 The Body Corporate must allow access to service contractors of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-Law.

24. Supply of Utilities

- 24.1 This By-Law applies to the supply of any utilities in the Scheme by the Body Corporate, including:
- (a) hot water from a central hot water system;
 - (b) chilled water for air conditioning; and
 - (c) any form of energy.

In this By-Law these are called the **Metered Utilities**. Where a utility is supplied other than on a metered basis (for example, gas), this By-Law applies with any necessary changes to account for the unmetered supply.

- 24.2 The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:
- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot (noting that if the utility is supplied other than on a metered basis (for example, gas) no meter is required); and
 - (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).
- 24.3 A Supply Agreement:
- (a) must comply with all Laws;
 - (b) must require the Owner or Occupier of the Lot to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Committee (which must be the same for each Lot);
 - (c) must provide that the amount payable for the Metered Utility is to be the total of:
 - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
 - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period (or if the utility is supplied other than on a metered basis, apportioned on a basis determined by the Committee or supplier, as applicable);

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

24.4 The Body Corporate:

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

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

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

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

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

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

25. Security System

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

25.2 The Body Corporate may provide a security key and access control system regulating access to and within the Scheme (**Security System**).

25.3 Under the Security System, the keys and access control devices (**Access Devices**) provided for individual Lots will allow access to:

- (a) the Scheme;
- (b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;
- (c) the car park; and
- (d) some facilities in the Common Property (noting access to some parts of the Common Property may be restricted for safety and operational reasons, including in respect of Recreational Facilities which are subject to booking systems).

25.4 The following rules apply to the Security System:

- (a) the Body Corporate must supply 2 sets of Access Devices to each Owner;
- (b) the Body Corporate need not supply any additional or replacement Access Devices unless the Owner or Occupier pays the costs of those Access Devices;
- (c) the Body Corporate must be notified of any lost Access Devices as soon as possible;
- (d) the Body Corporate must cancel Access Devices that are reasonably believed to be lost;
- (e) each Occupant must comply with the Security System, including closing doors and gates; and

(f) Occupants must not do anything that may affect the operation of the Security System.

- 25.5 The Body Corporate may also provide Access Devices to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.
- 25.6 The Security System may permit access at all times to Lots by any service contractor or others as determined by the Body Corporate to enable windows and external doors to be closed when required, for example, in extreme weather such as high wind situations.
- 25.7 Any security system (including CCTV or other video surveillance) installed on Common Property is the property of the Body Corporate. The Body Corporate is not liable to any Owner, Occupier or Invitee due to any failure in the operation of the security equipment.

26. Restricted Access – Special Rights

- 26.1 Except for levels where common access is required for Occupiers to access Recreational Facilities or access ways, each Occupier of a lot on a level of any building within the Scheme will have special rights to the exclusive use, in common with other Occupiers on that level, of the Common Property, lift foyer and access ways on that level.
- 26.2 Any Security System contemplated under By-Law 25 may be configured to support the special rights granted under this By-Law. The Cost of maintaining the Security System in this regard is payable by the Body Corporate.
- 26.3 The Body Corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this By-Law (foyers and access ways on each level) at its Cost.
- 26.4 The Body Corporate may permit the Body Corporate's employees and contractors access to the relevant foyers and access ways for any purpose determined by the Body Corporate including cleaning and maintenance.

27. Exclusive Rights of Caretaker and Letting Agent

- 27.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 27.2 While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 27.3 The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 27.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
 - (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
 - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
 - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

28. Lease or Licence of Common Property

- 28.1 The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property on such terms and conditions as the Original Owner determines to:
- (a) utility providers or retailers; or
 - (b) parties pursuant to the terms of any easement which benefits or burdens the Scheme Land.

28.2 If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 174(3) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;
- (b) a licence for construction rights pursuant to the terms of an access and services easement burdening the Scheme Land; or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

29. Display Unit and Promotional Functions

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

- (a) use or permit any Lot to be used, for the purposes of a Display Unit;
- (b) erect or permit signage to be erected within the Scheme (provided this complies with all Laws); and
- (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

30. Carrying out development of Scheme

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

- (a) excavation and earthworks;
- (b) construction of improvements generally, temporary or permanent; and
- (c) construction, modifications and changes necessary to establish utility infrastructure and utility services, whether public or private, and connections thereto.

30.2 Without limiting the rights of a Developer under By-Law 30.1, a Developer may, without the consent of the Body Corporate:

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

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

- 30.4 The Body Corporate is required to grant, amend or surrender any lease or licence as directed by a Developer to give effect to any of the rights of a Developer in this CMS and such grant, variation or surrender may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by section 174(3) of the Accommodation Module. Without limitation, the grant, amendment or surrender of the lease or licence will be granted without compensation being payable by the Developer to the Body Corporate. For example, if directed by the Developer, the Body Corporate must grant a licence to install rock anchors in or use and operate a crane over Common Property.
- 30.5 While any construction or building operations are occurring within the Scheme, Occupiers must comply with the reasonable directions of any Developer (and persons authorised by it). In particular, they must comply with safety directions and any altered traffic (vehicle and pedestrian) flow directions.
- 30.6 The Body Corporate, any Owners and Occupiers must, without limitation:
- (a) not object to;
 - (b) not do anything that in any way hinders, prevents or delays;
 - (c) give all necessary consents to enable and facilitate;
 - (d) pass all necessary resolutions (including resolutions of the Body Corporate required to be passed without dissent to enable and facilitate;
 - (e) grant exclusive use rights, special privilege rights, access licences and other rights as required by a Developer to enable and facilitate; and
 - (f) sign all consents, survey plans and documents including new community management statements, building management statements, transfers, survey plans, easements, surrenders of easements, as required by a Developer to enable and facilitate,
- the further carrying out of the development of the Scheme.
- 30.7 The rights of a Developer under this By-Law 30 apply notwithstanding any inconsistency with any other By-Law. For example, By-Laws regarding alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Development Lots.

31. Exclusive Use Areas and Assets

31.1 Exclusive use areas

For this By-Law 31, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

31.2 Rights attach to Lots

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

31.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E:

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

31.4 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
 - (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;

- (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;
- (iii) areas that are constructed as individual secure bicycle and scooters (and any other personal mobility device of a similar nature) storage, for use as exclusive use bicycle and scooter (and any other personal mobility device of a similar nature) storage for the benefit of the Lots to which the areas are respectively allocated;
- (iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (**External Areas**) that:
 - (A) are adjoining or adjacent to the Lot to which they are allocated; and
 - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot,

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-Law, the Original Owner must give the Body Corporate:
 - (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
 - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
 - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-Law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Committee of the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-Law 31.4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-Law that may be done by the Original Owner).

31.5 Recording allocations, reallocations and revocations

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked then:
 - (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
 - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under By-Law 31.4(a)(iv)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

31.6 Other matters about exclusive use areas

- (a) Exclusive use car parks may only be used for parking bicycles and scooters (and any other personal mobility device of a similar nature), registered cars, registered utility vehicles, registered motorcycles, registered four wheel drive vehicles, small registered utility trailers and small watercraft (jet skis and small boats) on registered trailers. Utility trailers and small boats are not to be used for additional storage of domestic items. All vehicles are to be parked in accordance with By-Law 31.6(b).

- (b) A vehicle must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- (c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.
- (d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, scooter (and any other personal mobility device of a similar nature), vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (f) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

32. RACECOURSE AND ASSOCIATED MATTERS

32.1 The Body Corporate and Occupiers acknowledge that:

- (a) the Racecourse is owned and operated by the Original Owner;
- (b) the Racecourse may be used for any purpose permitted by any Authority from time to time or otherwise determined by the Original Owner (or other parties including any successor in title to the Racecourse) including in accordance with the applicable master plan (as amended from time to time) or as a result of other applications (including those which may be impact assessable);
- (c) the Racecourse may be used for racing and non-racing events and functions;
- (d) any further development of the Racecourse may include a mix of uses such as community, retail, residential, industrial and commercial uses;
- (e) the range of uses in the Racecourse may include horse racing and associated facilities, restaurants, hospitality (including catering) and event venues, industrial (including brewing or distilling), commercial offices, markets, supermarket, child care, community and recreational uses, artist spaces and other uses and outlets;
- (f) users may operate outside normal business hours, especially in relation to the use of the racetrack where training activities are undertaken early in the morning and events held on both weekdays and weekends including:
 - (i) at least 50 race meetings per year; and
 - (ii) training and track maintenance from 3:00am up to 7 days per week; and
- (g) the use of the Racecourse may involve significant interference to the quiet use and enjoyment of Occupiers due to noise and light generated from the Racecourse;
- (h) 24 hour public access may be permitted over certain components of the Racecourse such as roadways, driveways, parking areas and thoroughfare areas; and
- (i) easements burden the Scheme Land in favour of the Racecourse for the purposes of access, services, right of way and light and air, which permit (amongst other items), the relevant easement areas to be used in association with the conduct of the Racecourse and other sporting, recreation and entertainment purposes which may include providing for entertainment to or for the public, service of food and beverages and erecting of temporary fixtures such as marquees, stages and entertainment equipment.

32.2 The Body Corporate and Occupiers acknowledge and agree that they must not in any way interfere with the use of the Racecourse or object to the interruption of their quiet use and enjoyment of the Lot or Common Property by members of the public, noise, light, nuisance or other inconvenience which might arise from them as contemplated by this By-Law.

33. COUNCIL MANDATED CONDITIONS

The development approval for the Scheme requires either that that this Community Management Statement contain By-Laws as set out in this Part or that the Original Owner make disclosure to the Owners and Occupiers of certain matters as set out in this Part.

CONDITION	
1. (83.)	Car Parking The car parking within the premises must be maintained exclusively for the ancillary use of the development. The parking must not be made available to the general public and there must not be signage erected on or in the vicinity of the site advertising the availability of car parking to the general public.
2. (84.)	Maintain the Approved Development Maintain the approved development in accordance with the approved DRAWINGS AND DOCUMENTS, and any other relevant Council approval required by the conditions.
13. (96.)	Balconies/Verandahs/Terraces All balconies/verandahs/terraces must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures (excluding screening required by the development approval). Note: Any Community Management Statement that may apply to this approval must contain a by-law which reflects the requirements of this condition.
14. (97.)	Screening of air conditioning and other plant enclosures Install and maintain suitable screening to all air conditioning, lift motor rooms, plant and service facilities located at the top of or on the external face of the building and within Private Open Spaces. The screening structures must be constructed from materials that are consistent with the materials used elsewhere on the façade of the building. There must be no individual external air conditioning units.
15. (98.)	Sun Shading Devices Provide sun shading in accordance with the approved DRAWINGS AND DOCUMENTS.
16. (99.)	Screening Provide suitable privacy screening to windows of habitable rooms, balconies, landings, terraces and decks of the proposed dwelling(s) in accordance with the approved DRAWINGS AND DOCUMENTS. Suitable screening options must be: For windows: - Sill heights of 1.5m above floor level; or - Fixed obscure glazing in any part of the window below 1.5m above floor level; or - Fixed external screens to any part of the window below 1.5m above floor level; or - Fencing to a minimum 1.8m above ground floor level (only applies to overlooking from windows at ground floor level). For balconies, landings, terraces and decks:

CONDITION	
	<p>- Fixed screening from floor level to a height of 1.5m above floor level as shown on the approved DRAWINGS AND DOCUMENTS.</p> <p>Note: Screening devices must be either solid translucent screens, perforated or slatted panels, or fixed louvres that are permanent, be durable and fixed. Screening devices must have a maximum of 25% openings, with a maximum opening of 50mm.</p>
22. (105.)	<p>Buildings in Transport Noise Corridors – Acoustic Treatments (Council Roads)</p> <p>Design and construct the development in accordance with the provisions of the Queensland Development Code MP4.4.</p>
25. (108.)	<p>Air Conditioning to Noise Affected Rooms</p> <p>Airconditioning/ mechanical ventilation must be provided to all noise affected rooms in the Transport Noise Corridor – Railway Corridor, as windows and doors are required to remain closed to maintain acceptable indoor noise levels.</p>
44. (127.)	<p>Refuse Collection – On-Site</p> <p>Provide for the installation and collection of refuse/recycling bins by Brisbane City Council's Waste and Resource Recovery Services or a private waste contractor.</p> <p>44(a) Arrange Refuse Collection</p> <p>Arrange for the installation of refuse/recycling bins and for the subsequent collection of refuse including recycling from the site by Brisbane City Council's Waste and Resource Recovery Services or a private waste contractor.</p> <p>44(b) Notify Future Owner</p> <p>Where Council is engaged as the waste contractor, the owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provide for refuse collection vehicles to enter the property.</p> <p>44(c) Indemnify Council</p> <p>The owner and any subsequent owner must, by approved form to Waste and Resource Recovery Services, indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>

CONDITION	
48. (131.)	<p>48) Stormwater Quality</p> <p>Manage stormwater quality in accordance with this condition.</p> <p>48(a) Implement Stormwater Quality Management</p> <p>Implement the stormwater quality treatment strategy outlined within the APPROVED DRAWINGS AND DOCUMENTS and any engineering drawings and documents approved pursuant to conditions contained in this development approval. Where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, ensure the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>48(b) Water Quality Maintenance Management Plan</p> <p>Prepare and implement a Water Quality Maintenance Management Plan in accordance with the Water by Design 'WSUD Technical Design Guidelines for South East Queensland'. The plan must be prepared and certified by a Registered Professional Engineer Queensland.</p> <p>48(c) Submit Certification</p> <p>Submit to Development Services certification from a Registered Professional Engineer Queensland confirming that the stormwater quality treatments strategy required pursuant to part (a) of this condition has been implemented and where a proprietary stormwater quality improvement device has been used to meet the water quality objectives, the device has been approved by Brisbane City Council for use in achieving the water quality targets and meets the required manufacturers specifications (in terms of number and size of units and any pre-treatment requirements).</p> <p>48(d) Maintain Management Plans</p> <p>Maintain the certified Water Quality Maintenance Plan and the stormwater quality treatment strategy required pursuant to part (a) of this condition. Include the Water Quality Maintenance Plan in any building management strategy, building management statement or community management statement.</p>
52. (135.)	<p>Construct Private Internal Fire Main and Hydrant(s)</p> <p>Construct a private internal water main with fire hydrant(s) to serve the development where any point of a possible building envelope is or will be more than 80 metres (when the distance is measured around the perimeter of the building envelope) from a Urban Utilities (UU) hydrant.</p> <p>The main is to be designed and constructed in accordance with the current version of the 'Fire Hydrant and Vehicle Access Guidelines for Residential, Commercial and Industrial Lots' (GuRCIL) by the Queensland Fire and Emergency Services and the relevant Brisbane Planning Scheme Codes.</p> <p>Where the unassisted water supply cannot meet the flow & pressure requirements of the GuRCIL, the design & installation of a Fire Hydrant System is to be in accordance with the current version of AS2419.</p> <p>Accessible hardstand is to be provided for emergency vehicles within 20m of a fire hydrant(s) and the design and installation is to satisfy the requirements for feed hydrants of the current version of GuRCIL. Where emergency vehicles cannot be located within 20m of a fire hydrant(s), the design & installation of the Fire Hydrant System is to be in accordance with the current version of AS2419.</p>

CONDITION	
	<p>The private main shall be supplied from a Urban Utilities (UU) water service and meter. This water service requirement is to be included in the development's Water Approval.</p> <p>52(a) Access and Ownership of Main</p> <p>The hydrants must be located to allow 24 hour access for emergency and maintenance vehicles.</p> <p>Ownership and maintenance responsibility for the private main and hydrant(s) must exist and remain with a single legal entity, which represents the owner(s) of any property served by the private main and hydrant(s). This legal entity is to be to the satisfaction of UU for billing purposes and is to be a requirement of the development's Water Approval. This legal entity must remain in place for the life of the development, be responsible for the cost of water consumption charges at the UU boundary meter and be responsible for maintaining the private main and hydrant(s), for the life of the development. The responsibilities of the legal entity must remain in effect on transfer of the property title.</p> <p>52(b) Submit Hydraulic Plan</p> <p>Submit detailed hydraulic plans to and obtain Compliance Permit from Plumbing Services for regulated work (Plumbing and Drainage Installation) under the Plumbing and Drainage Act 2018.</p> <p>52(c) Implement Approved Plans</p> <p>Construct the works in accordance with the approved hydraulics plan. Obtain a Compliance Certificate for the constructed works from the Manager, Plumbing Services Group.</p> <p>52(d) Notify Future Owners</p> <p>The developer must notify all future and potential property owners of the private fire main and hydrants, and ownership responsibilities for the private fire main and fire hydrant.</p>

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Statutory Easements

Lots affected by statutory easements are as follows:

Lot on Plan or Common Property	Statutory Easement
Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606 and Common Property	Support
Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606 and Common Property	Utility Services and Utility Infrastructure
Lots 30101-30105, 30201-30205, 30301-30311, 30401-30411, 30501-30511, 30601-30611, 30701-30705, 30707-30711, 30801-30810, 30901-30911, 31001, 31002, 31004-31011, 31101-31106, 31201-31206 and 31301-31306 on SP326606 and Common Property	Shelter
-	Projections
-	Maintenance of building close to boundary

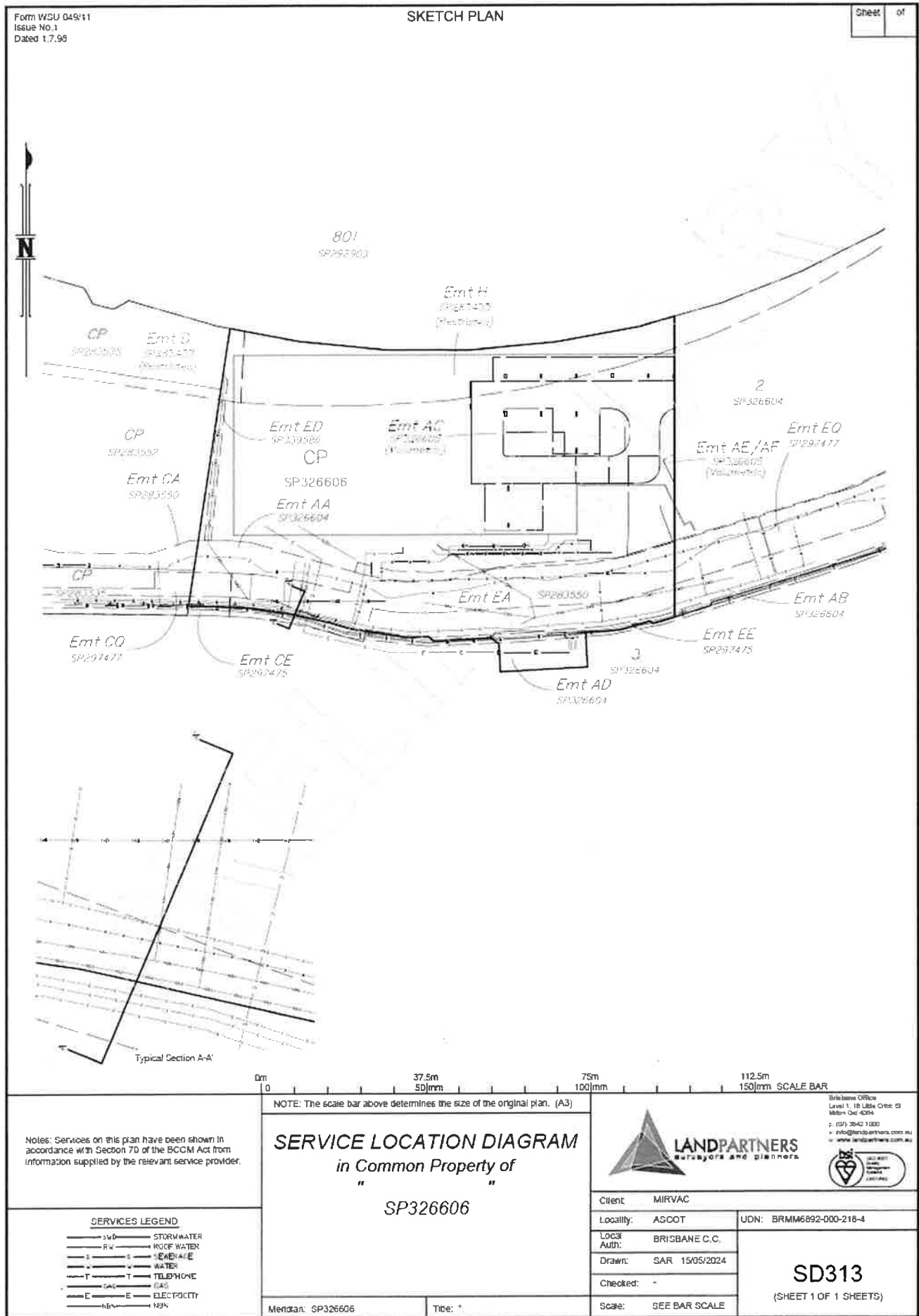
Services Location Diagram

The location of the current service easements are as follows:

Lot on Plan or Common Property affected	Service Easement	Service Location Diagram
Common Property	Stormwater, roof water, sewerage, water, data/telephone, gas, electricity, NBN	SD313

Water Quality Maintenance Plan

The Water Quality Maintenance Plan is annexed to this CMS.



SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 30101 on SP326606	CP234, CP235, CP236	Car parking
Lot 30102 on SP326606	CP230, CP231	Car parking
Lot 30103 on SP326606	CP228, CP229	Car parking
Lot 30104 on SP326606	CP226, CP227	Car parking
Lot 30105 on SP326606	-	-
Lot 30201 on SP326606	CP96	Car parking
Lot 30202 on SP326606	CP62	Car parking
Lot 30203 on SP326606	CP114	Car parking
Lot 30204 on SP326606	CP105	Car parking
Lot 30205 on SP326606	CP45	Car parking
Lot 30301 on SP326606	CP97	Car parking
Lot 30302 on SP326606	CP63	Car parking
Lot 30303 on SP326606	CP115	Car parking
Lot 30304 on SP326606	CP106	Car parking
Lot 30305 on SP326606	CP182, CP183	Car parking
Lot 30306 on SP326606	CP41, CP42	Car parking
Lot 30307 on SP326606	CP15, CP16	Car parking
Lot 30308 on SP326606	CP212, CP213	Car parking
Lot 30309 on SP326606	CP60, CP61	Car parking
Lot 30310 on SP326606	CP58, CP59	Car parking
Lot 30311 on SP326606	CP73	Car parking
Lot 30401 on SP326606	CP98	Car parking
Lot 30402 on SP326606	CP64	Car parking
Lot 30403 on SP326606	CP71	Car parking
Lot 30404 on SP326606	CP107	Car parking
Lot 30405 on SP326606	CP184, CP185	Car parking
Lot 30406 on SP326606	CP39, CP40	Car parking
Lot 30407 on SP326606	CP17, CP18	Car parking
Lot 30408 on SP326606	CP214, CP215	Car parking

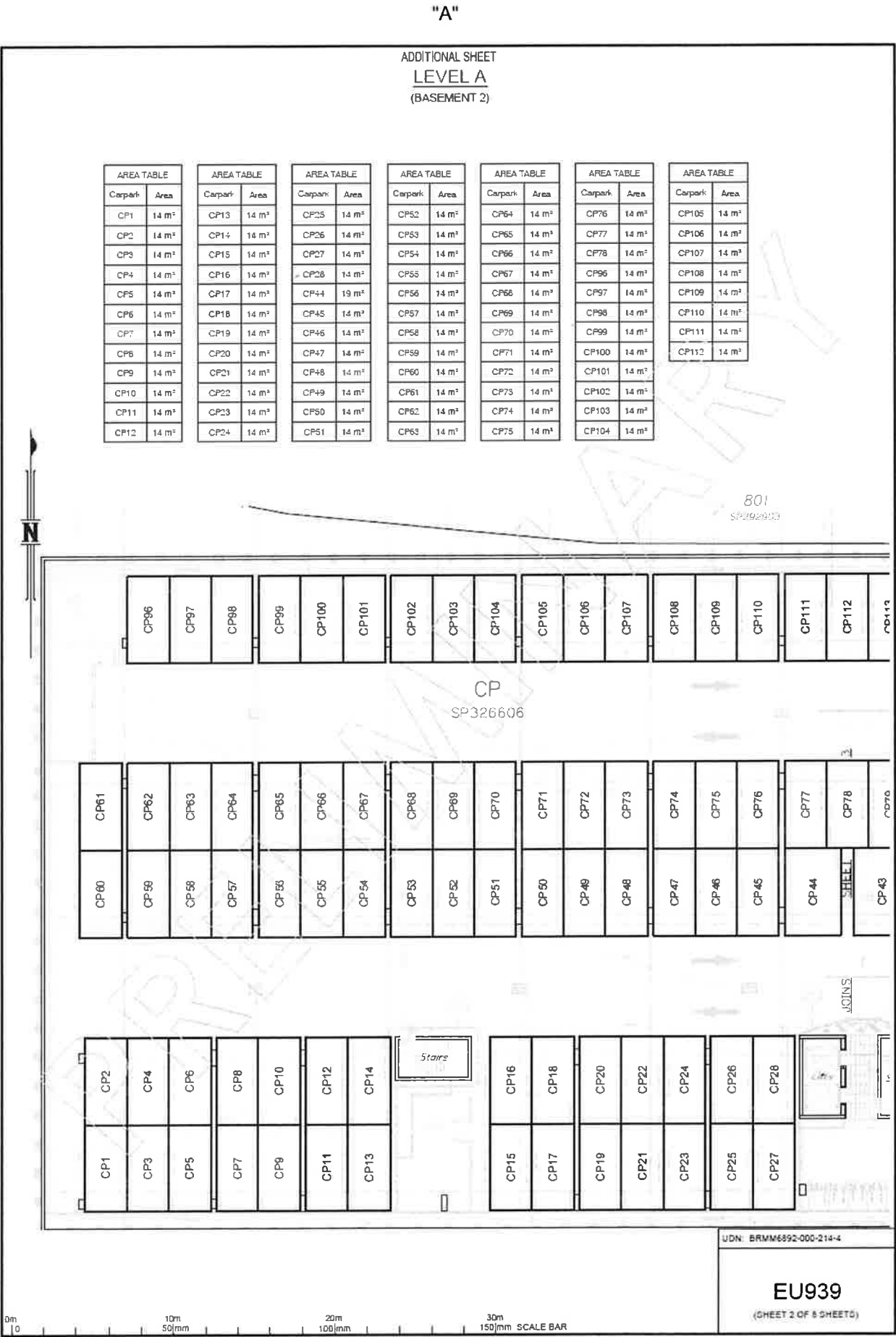
Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 30409 on SP326606	CP1, CP2	Car parking
Lot 30410 on SP326606	CP56, CP57	Car parking
Lot 30411 on SP326606	CP74	Car parking
Lot 30501 on SP326606	CP99	Car parking
Lot 30502 on SP326606	CP65	Car parking
Lot 30503 on SP326606	CP72	Car parking
Lot 30504 on SP326606	CP108	Car parking
Lot 30505 on SP326606	CP186, CP187	Car parking
Lot 30506 on SP326606	CP37, CP38	Car parking
Lot 30507 on SP326606	CP19, CP20	Car parking
Lot 30508 on SP326606	CP216, CP217	Car parking
Lot 30509 on SP326606	CP3, CP4	Car parking
Lot 30510 on SP326606	CP54, CP55	Car parking
Lot 30511 on SP326606	CP75	Car parking
Lot 30601 on SP326606	CP100	Car parking
Lot 30602 on SP326606	CP66	Car parking
Lot 30603 on SP326606	CP91	Car parking
Lot 30604 on SP326606	CP109	Car parking
Lot 30605 on SP326606	CP198, CP199	Car parking
Lot 30606 on SP326606	CP35, CP36	Car parking
Lot 30607 on SP326606	CP21, CP22	Car parking
Lot 30608 on SP326606	CP218, CP219	Car parking
Lot 30609 on SP326606	CP5, CP6	Car parking
Lot 30610 on SP326606	CP52, CP53	Car parking
Lot 30611 on SP326606	CP76	Car parking
Lot 30701 on SP326606	CP101	Car parking
Lot 30702 on SP326606	CP67	Car parking
Lot 30703 on SP326606	CP92	Car parking
Lot 30704 on SP326606	CP110	Car parking
Lot 30705 on SP326606	CP196, CP197, CP33, CP34	Car parking
Lot 30707 on SP326606	CP23, CP24	Car parking

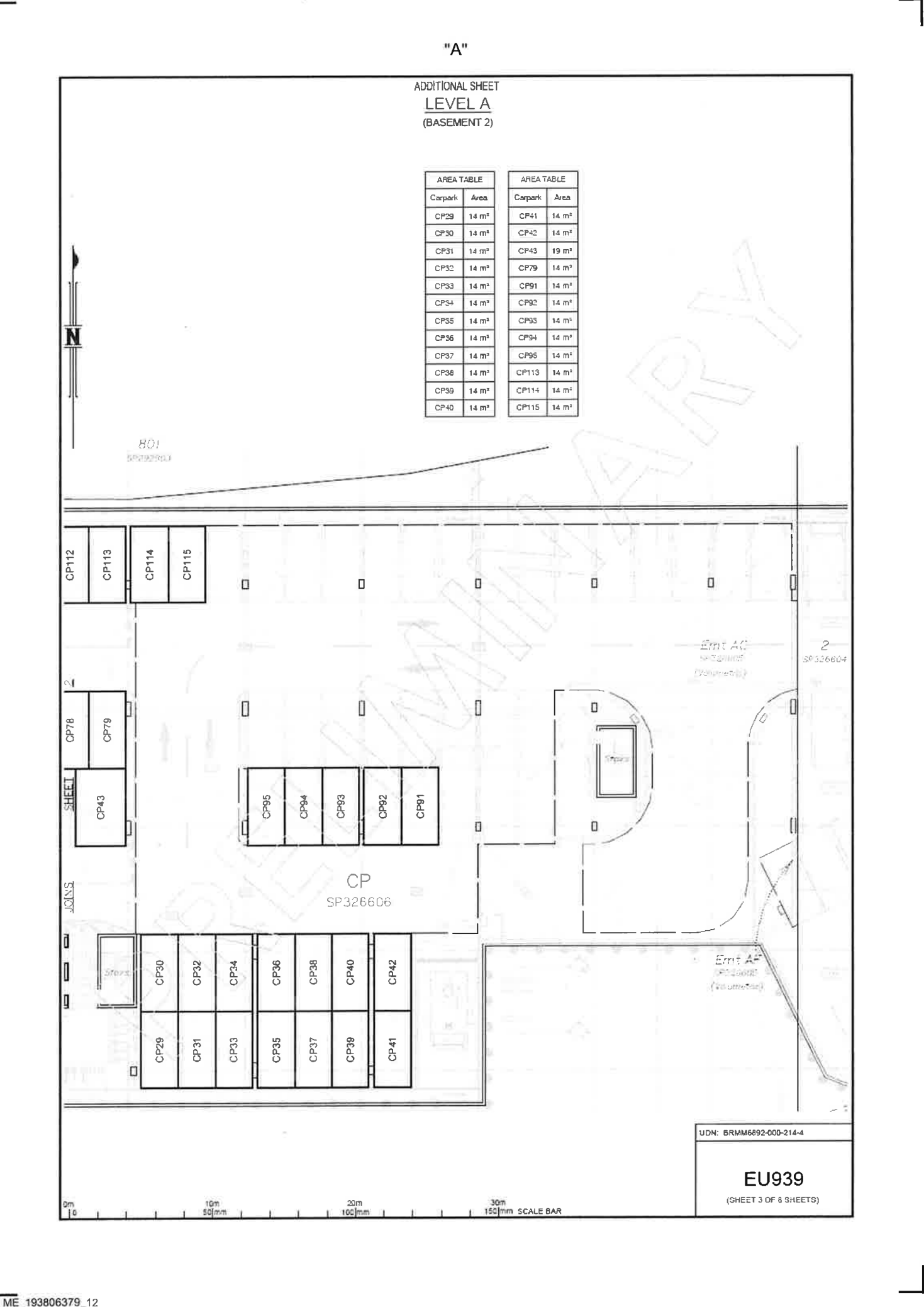
Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 30708 on SP326606	CP220, CP221	Car parking
Lot 30709 on SP326606	CP7, CP8	Car parking
Lot 30710 on SP326606	CP50, CP51	Car parking
Lot 30711 on SP326606	CP77	Car parking
Lot 30801 on SP326606	CP102	Car parking
Lot 30802 on SP326606	CP68	Car parking
Lot 30803 on SP326606	CP93	Car parking
Lot 30804 on SP326606	CP111	Car parking
Lot 30805 on SP326606	CP208, CP209	Car parking
Lot 30806 on SP326606	CP31, CP32	Car parking
Lot 30807 on SP326606	CP25, CP26	Car parking
Lot 30808 on SP326606	CP222, CP223	Car parking
Lot 30809 on SP326606	CP9, CP10	Car parking
Lot 30810 on SP326606	CP48, CP49, CP78	Car parking
Lot 30901 on SP326606	CP103	Car parking
Lot 30902 on SP326606	CP69	Car parking
Lot 30903 on SP326606	CP94	Car parking
Lot 30904 on SP326606	CP112	Car parking
Lot 30905 on SP326606	CP210, CP211	Car parking
Lot 30906 on SP326606	CP152, CP153	Car parking
Lot 30907 on SP326606	CP27, CP28	Car parking
Lot 30908 on SP326606	CP224, CP225	Car parking
Lot 30909 on SP326606	CP11, CP12	Car parking
Lot 30910 on SP326606	CP46, CP47	Car parking
Lot 30911 on SP326606	CP79	Car parking
Lot 31001 on SP326606	CP104	Car parking
Lot 31002 on SP326606	CP70, CP95	Car parking
Lot 31004 on SP326606	CP113	Car parking
Lot 31005 on SP326606	CP43, CP44	Car parking
Lot 31006 on SP326606	CP148, CP149	Car parking
Lot 31007 on SP326606	CP29, CP30	Car parking

Lot on Plan	By-Law 31 - Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 31008 on SP326606	CP174, CP175	Car parking
Lot 31009 on SP326606	CP13, CP14	Car parking
Lot 31010 on SP326606	CP188, CP189	Car parking
Lot 31011 on SP326606	CP181	Car parking
Lot 31101 on SP326606	CP131, CP132	Car parking
Lot 31102 on SP326606	CP137, CP138	Car parking
Lot 31103 on SP326606	CP178, CP179, CP180	Car parking
Lot 31104 on SP326606	CP190, CP191	Car parking
Lot 31105 on SP326606	CP176, CP177	Car parking
Lot 31106 on SP326606	CP173, CP143, CP144	Car parking
Lot 31201 on SP326606	CP141, CP142	Car parking
Lot 31202 on SP326606	CP139, CP140	Car parking
Lot 31203 on SP326606	CP164, CP165, CP166	Car parking
Lot 31204 on SP326606	CP192, CP193	Car parking
Lot 31205 on SP326606	CP171, CP172	Car parking
Lot 31206 on SP326606	CP167, CP150, CP151	Car parking
Lot 31301 on SP326606	CP135, CP136	Car parking
Lot 31302 on SP326606	CP133, CP134	Car parking
Lot 31303 on SP326606	CP168, CP169, CP170	Car parking
Lot 31304 on SP326606	CP194, CP195	Car parking
Lot 31305 on SP326606	CP232, CP233	Car parking
Lot 31306 on SP326606	CP145, CP146, CP147	Car parking

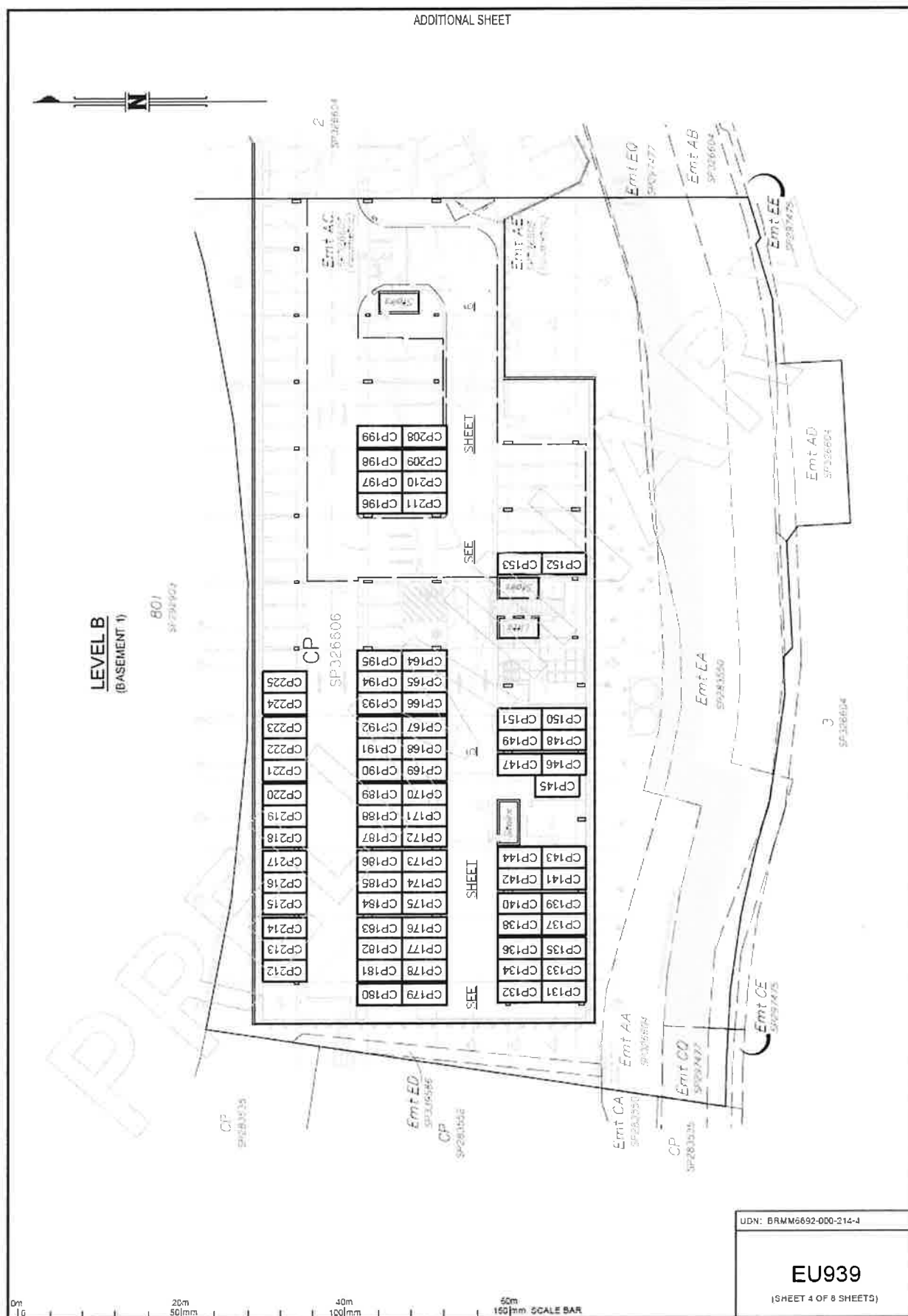
"A"







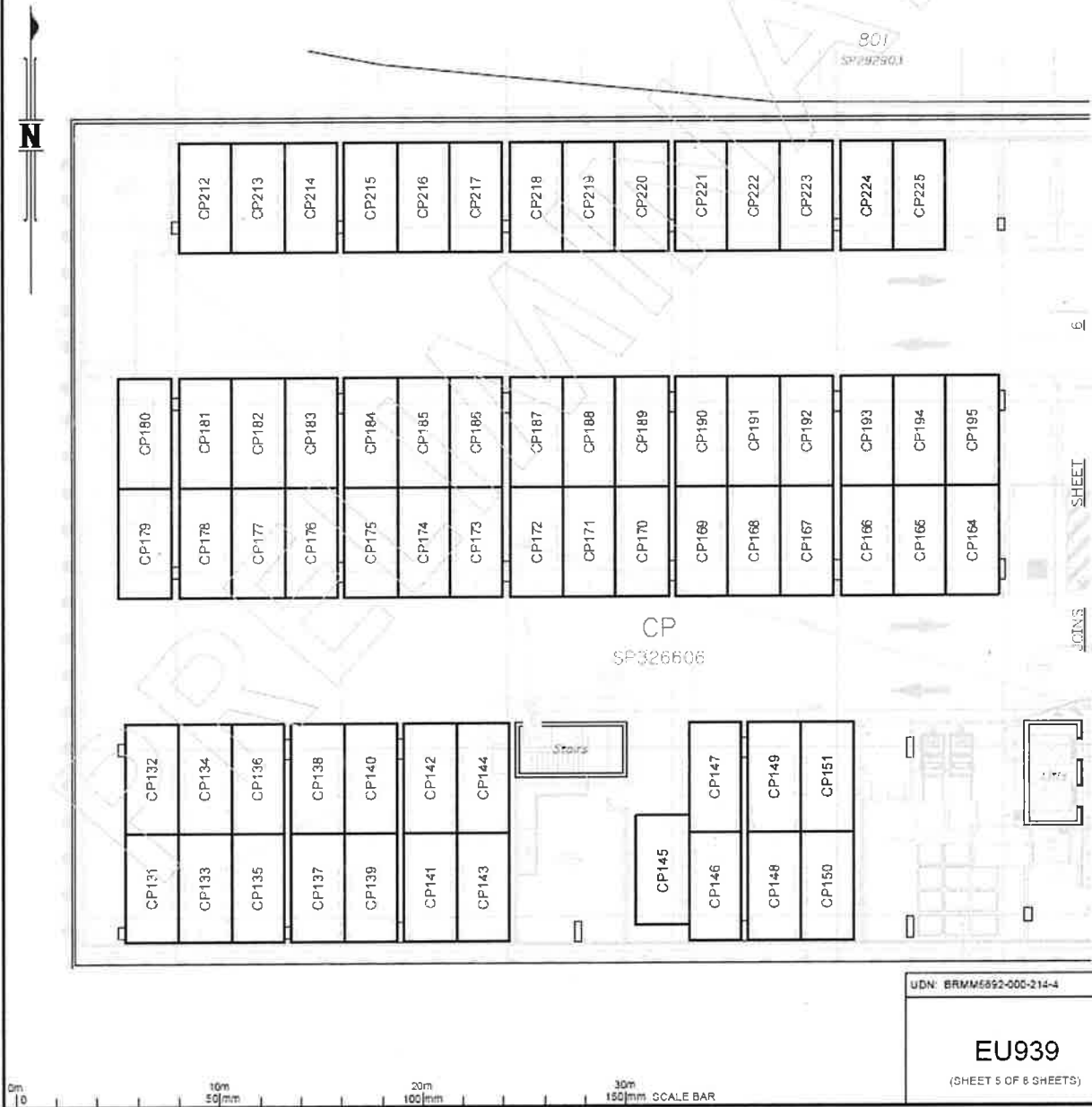
ADDITIONAL SHEET



"A"

ADDITIONAL SHEET
LEVEL B
(BASEMENT 1)

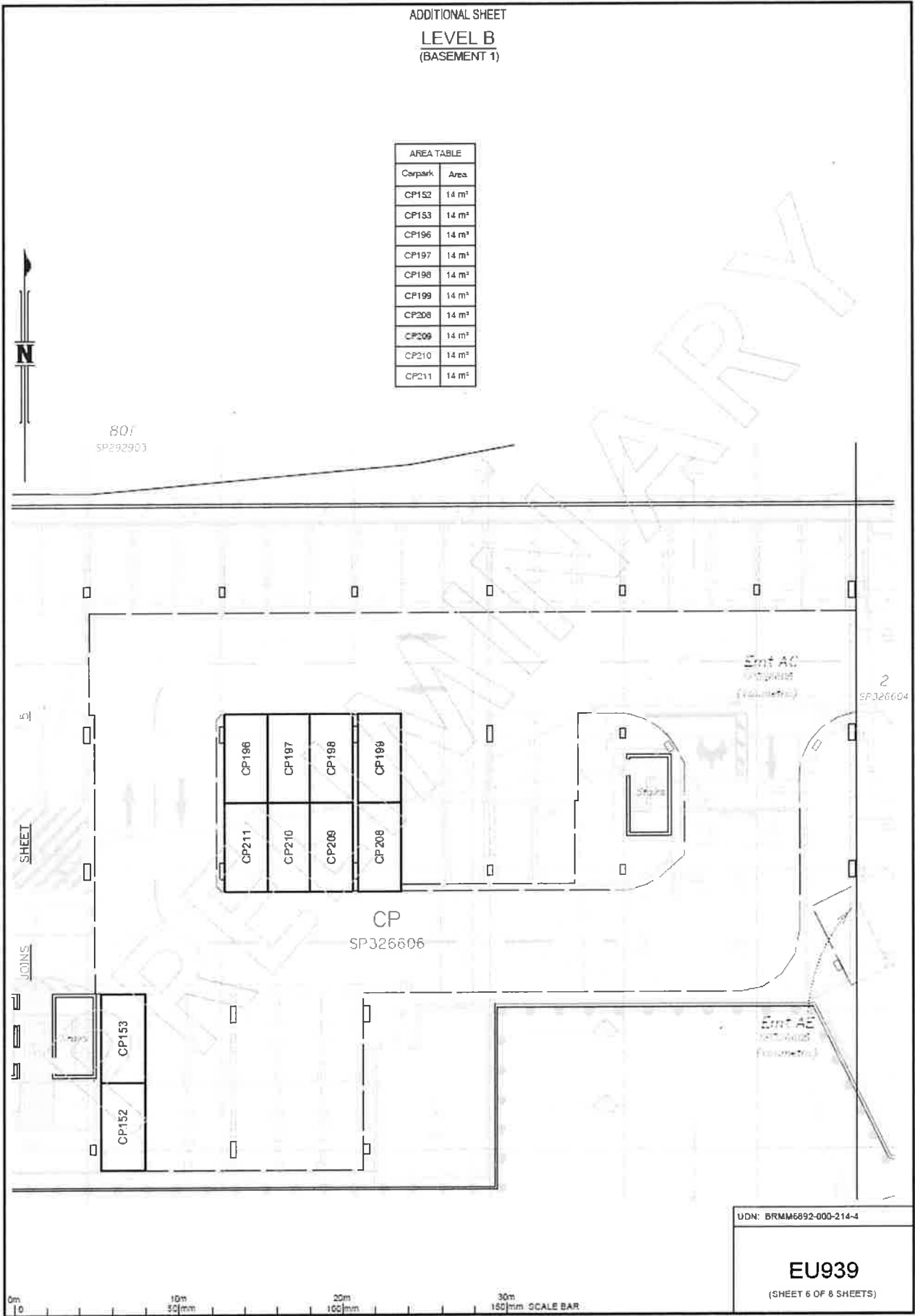
AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE		AREA TABLE	
Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area	Carpark	Area
CP131	14 m²	CP143	14 m²	CP167	14 m²	CP179	14 m²	CP191	14 m²	CP219	14 m²
CP132	14 m²	CP144	14 m²	CP168	14 m²	CP180	14 m²	CP192	14 m²	CP220	14 m²
CP133	14 m²	CP145	14 m²	CP169	14 m²	CP181	14 m²	CP193	14 m²	CP221	14 m²
CP134	14 m²	CP146	14 m²	CP170	14 m²	CP182	14 m²	CP194	14 m²	CP222	14 m²
CP135	14 m²	CP147	14 m²	CP171	14 m²	CP183	14 m²	CP195	14 m²	CP223	14 m²
CP136	14 m²	CP148	14 m²	CP172	14 m²	CP184	14 m²	CP212	14 m²	CP224	14 m²
CP137	14 m²	CP149	14 m²	CP173	14 m²	CP185	14 m²	CP215	14 m²	CP225	14 m²
CP138	14 m²	CP150	14 m²	CP174	14 m²	CP186	14 m²	CP214	14 m²		
CP139	14 m²	CP151	14 m²	CP175	14 m²	CP187	14 m²	CP215	14 m²		
CP140	14 m²	CP154	14 m²	CP176	14 m²	CP188	14 m²	CP216	14 m²		
CP141	14 m²	CP165	14 m²	CP177	14 m²	CP189	14 m²	CP217	14 m²		
CP142	14 m²	CP166	14 m²	CP178	14 m²	CP190	14 m²	CP218	14 m²		



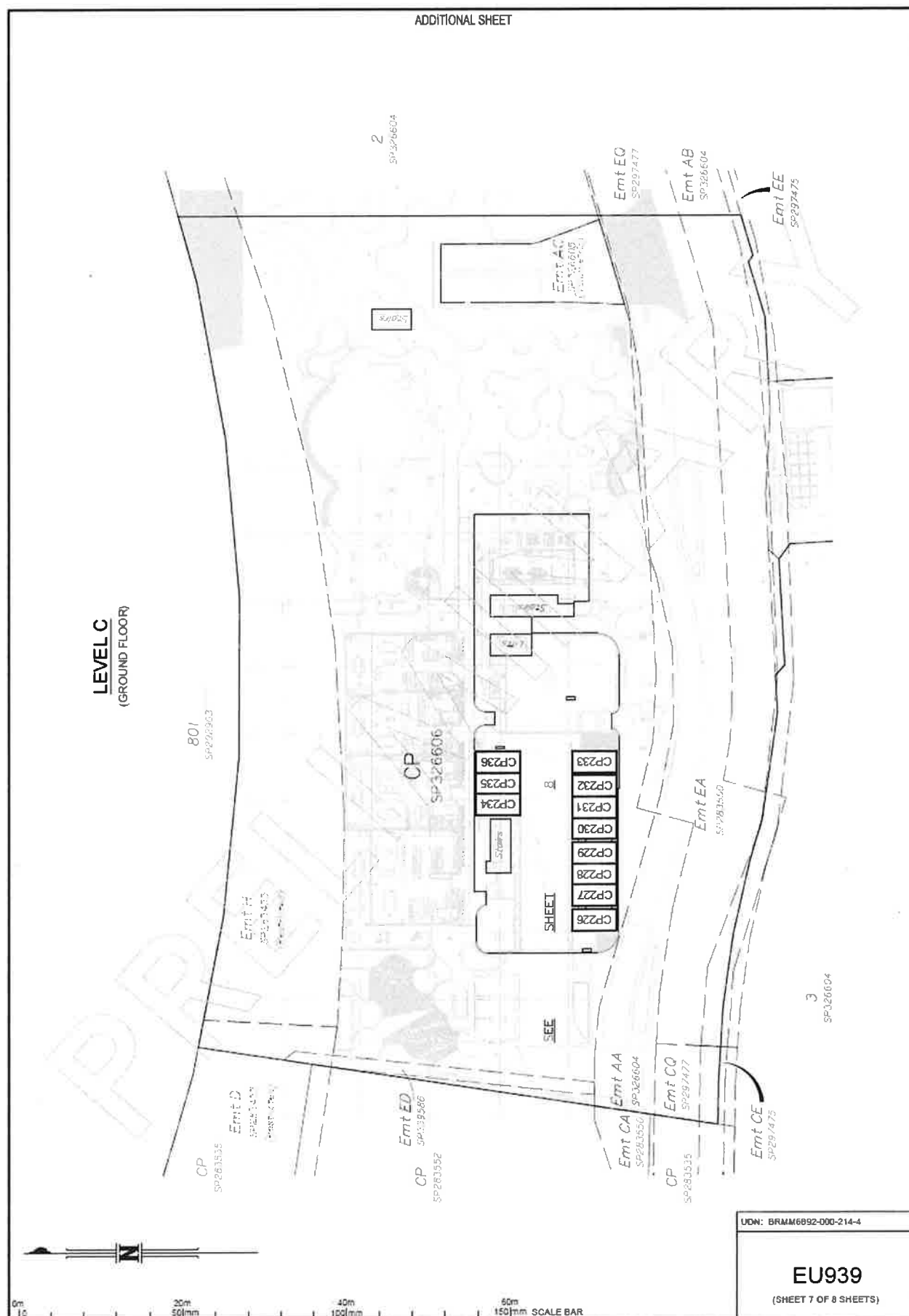
"A"

ADDITIONAL SHEET
LEVEL B
(BASEMENT 1)

AREA TABLE	
Carpark	Area
CP152	14 m²
CP153	14 m²
CP196	14 m²
CP197	14 m²
CP198	14 m²
CP199	14 m²
CP208	14 m²
CP209	14 m²
CP210	14 m²
CP211	14 m²



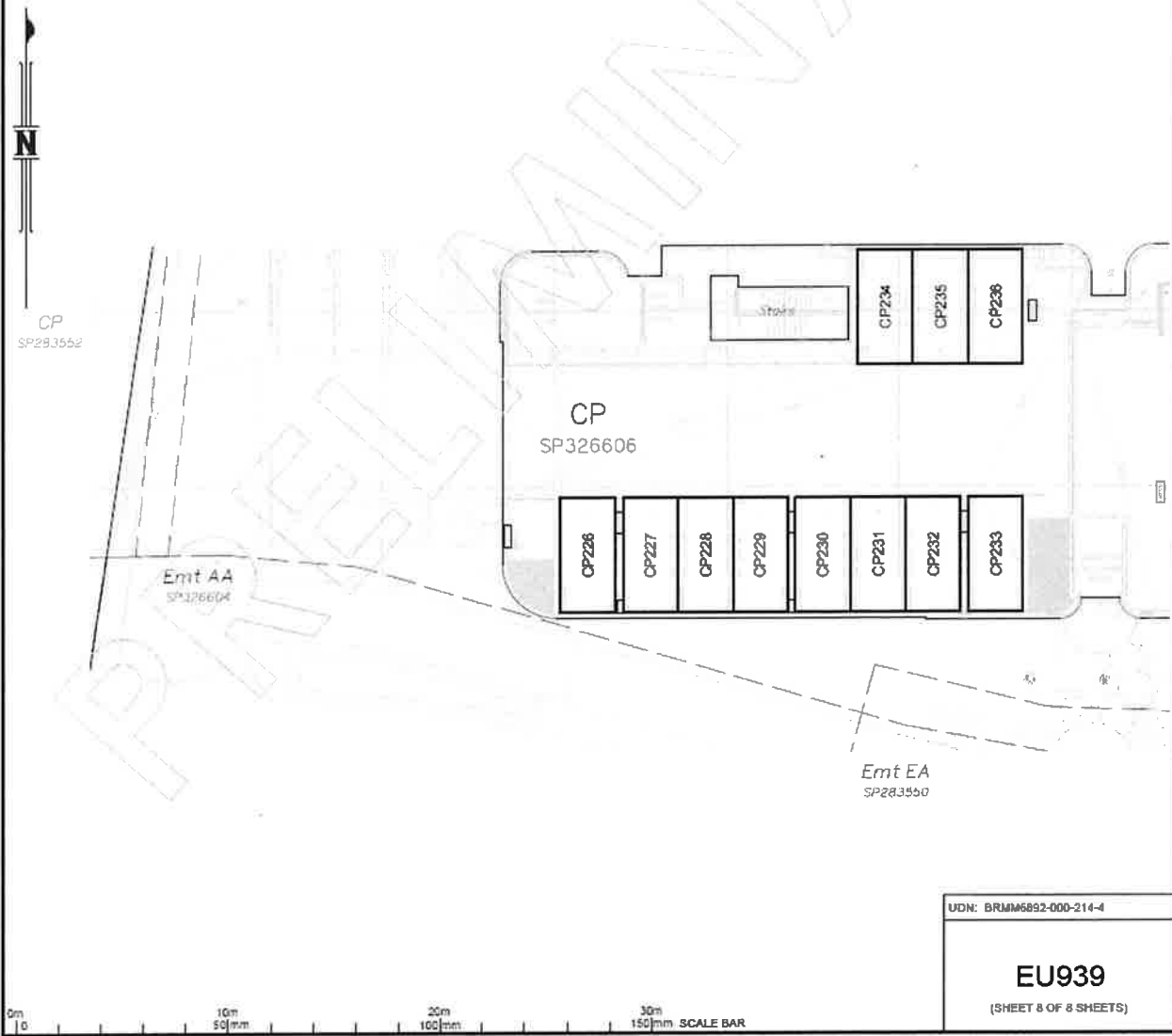
ADDITIONAL SHEET



"A"

ADDITIONAL SHEET
LEVEL C
(GROUND FLOOR)

AREA TABLE	
Carpark	Area
CP226	14 m²
CP227	14 m²
CP228	14 m²
CP229	14 m²
CP230	14 m²
CP231	14 m²
CP232	14 m²
CP233	14 m²
CP234	14 m²
CP235	14 m²
CP236	14 m²



Water Quality Maintenance Plan



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**ATLAN STORMWATER QUALITY TREATMENT DEVICE MAINTENANCE AGREEMENT
FOR**

QLD 36535 MC - CHARLTON HOUSE BRISBANE RACING CLUB – EAGLE FARM QLD

This Equipment Maintenance Agreement (the "Maintenance Agreement") is made and effective
__/__/__

BETWEEN: ATLAN Stormwater (the "Service Provider"), of
100 Silverwater Rd Silverwater NSW 2128; ABN: 83 151 832 629

AND: _____ (the "Client") of

SUMMARY

**This 10-year maintenance contract covers the monitoring and servicing of the
ATLAN StormSacks and ATLAN Filters at Eagle Farm QLD**

Where the Client has requested the provision of maintenance and the Service Provider is willing to provide such services as per the terms of this agreement both parties agree to:

1. WARRANTY

ATLAN operational warranty on the ATLAN StormSack and Filter is in place for as long as there is an active maintenance regime with ATLAN on the specified units.

- Excludes construction silt loads
- Excludes unusual/accidental silt loads
- ATLAN maintains the site

Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to installation, maintenance and operation of the said goods.

2. MAINTENANCE CALLS

Service Provider agrees to provide maintenance service including three [3] times maintenance visit annually and interim calls as required at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. The new charges shall become effective upon the date specified in the renewal invoice. Client calls hereunder are restricted to the normal working hours of the Service Provider.

All service commenced outside of Service Provider's normal working hours will be charged at published rates for service time and expense only.

3. SERVICES

The following services are included:

Maintenance Summary

The ATLAN StormSack and Filter treatment train system will be inspected in accordance with the Maintenance Manual.

Maintenance Triggers

The basic activities included in the maintenance contract are as follows:

- If there is 150mm of silt build up, it will be vacuumed out at an additional cost. Costing to be confirmed at time of activity and will be additional cost to the standard contract value outlined below.



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Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Service Provider are used. Service Provider shall have full and free access to the equipment to provide service thereon. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment to operating condition, such repairs will be billed at Service Provider's published time and material rates then in effect.

4. ANNUAL RATE FOR SERVICES

4.1 INCLUSIONS

ACTIVITY	FREQUENCY [subject to site characteristics]	COST BREAK-DOWN [subject to CPI index]
Inspection and Maintenance: 1 ATLAN StormSack and 13 Cartridges ATLAN Filter system - ATLAN technician/s onsite, to carry out maintenance of stormwater treatment system, vault and filters, test sludge level, remove and dispose of pollutants in StormSack bag and provide detailed report. NOTE: RPEQ Certification and Implementation – Water Quality Maintenance Management Plan	Every four months	Per annum = \$1,779.00
Replacement Factors: - ATLAN StormSack bags and ATLAN Filter replacement - Allowance for 3 times change out of StormSacks and 1 time replacement of Filters throughout the 10-year period. - All old ATLAN Filters and StormSack bag removed, disposed and replaced. Note: The vault to be cleaned out via a vacuum truck prior to installation of the new filter units, price on application as per 4.2 Exclusions below.	Based on the [site] stormwater treatment train and experience we estimate the life of the ATLAN Filters to be between 6 - 8 years. The StormSack bag to be changed out in year 3, 6 and 9.	1 x Labour, travel expenses 3 x ATLAN StormSack bags Replacement 13 x ATLAN Filters Replacement Total once in 10 years = \$46,349.00 Per annum = \$4,635.00
SUMMARY		
Replace the Stormsack and Filters in accordance with above in 10 years, turnkey operation		
<ul style="list-style-type: none"> Inspection and Maintenance: \$1,779.00 per annum Replacement Factors: \$4,635.00 per annum Total Investment Value Per Annum: \$6,414.00 + (GST) 		

The annual rate for maintenance of ATLAN StormSack & ATLAN Filter for a 10-year term is \$6,414.00 + (GST) and shall be paid upon receipt of invoice. The annual rate shall be indexed by CPI + 1% at each annual renewal date. Any payment not made by the 30th day of the month shall be considered overdue and in addition to Service Provider's other remedies, Service Provider may levy a late payment charge equal to 4% per month on any overdue amount. ATLAN to send maintenance report per service.



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4.2 EXCLUSIONS

ACTIVITY	FREQUENCY [subject to site characteristics]	COST BREAK-DOWN [subject to CPI index]
Vacuum out, removal and disposal of pollutants via vacuum truck. Note: StormSack bags with cigarette holes are not eligible for warranty	When necessary, based on the maintenance inspection and report	This is an additional cost to the regular maintenance contract and has not been included in the annual rate indicated above. Costing to be confirmed at time of activity based on extent of pollutants removed and disposed.

5. PAYMENTS

For service as specified above on the equipment listed, the undersigned Client agrees to pay in advance the total annual charge specified above to Service Provider, in accordance with the terms specified on the face of the invoice. There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including GST.

6. BINDING AGREEMENT

The undersigned Client represents that he is the owner of the equipment, or that they have the owner's authority to enter into this agreement.

This Agreement is subject to acceptance by Service Provider. It takes effect on the date written above and continues in effect for one year and will remain in force thereafter, with automatic annual renewal at the indexed rates, until cancelled in writing by either party or at the end of contract period – whichever is earlier.



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IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Client Signature

ATLAN Stormwater
100 Silverwater Rd Silverwater NSW 2128

Authorized Signature

Authorized Signature

Name:

Name:

Date:

Date:

Billing Entity:

ABN: 83 151 832 629

ABN:

Contact:

Phone:

Billing address:

Accounts Email: