

MODE

Apartments

30 Legeyt St

Body Corporate

By-Laws

SCHEDULE C BY-LAWS**1. Use Of Lots**

Subject to any by-law to the contrary, an owner or occupier of a lot shall not use that lot nor permit it to be used otherwise than for residential purposes.

2. Noise

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

3. Vehicles**3.1 The occupier of a lot must not:**

- a) Park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- b) Without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any part of the common property; or
- c) Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

3.2 An approval under subsection (b) of this by-law must state the period for which it is given.**3.3 The Body Corporate may cancel the approval by giving 7 days written notice to the occupier.****3.4 In this section "Regulated Parking Area" means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.****4. Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

5. Damage to lawns etc.**5.1 The occupier of the lot must not, without written approval of the Body Corporate:**

- a) Damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- b) Use a part of the common property as a garden.

5.2 An approval given under subsection 5.1 must state the period for which it is given.**5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.****6. Damage to Common Property****6.1 An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property or any body corporate assets except with the consent in writing of the Body Corporate.****6.2 However, this by-law does not prevent an owner or occupier or person authorised by the owner or occupier from installing any locking or other safety device for protection of his/her lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the occupier, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Body Corporate from time to time.****7. Behaviour of Invitees****7.1 An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.**

- 7.2 The occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such occupier or their invitees.
- 7.3 An occupier of a lot which is subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 7.4 The duties and obligations imposed by these by-laws on an occupier of a lot shall be observed not only by the occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such occupier.
- 7.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
- 8. Leaving of Rubbish etc. on the Common Property**
- An occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 9. Appearance of Lot**
- 9.1 The occupier of a lot must not without the written approval of the Body Corporate, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- 9.2 The occupier of a lot must not without the written approval of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or common property in such a way as to be visible from inside or outside of the scheme land.
- 9.3 Subsection 9.2 does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.
- 9.4 This section does not apply to a lot created under a standard format plan of subdivision or to a lot while it remains in the ownership of the original owner of it.
- 10. Inflammable Liquids, Gases or Other Materials**
- 10.1 An occupier of a lot shall not without the written approval of the Body Corporate, store a flammable substance on the common property.
- 10.2 An occupier of a lot shall not without the written approval of the Body Corporate, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 10.3 However, this by-law will not apply to the fuel in the tank of a vehicle, boat, or internal combustion engine, or a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- 11. Garbage Disposal**
- 11.1 Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the Body Corporate for that purpose.
- 11.2 The occupier must comply with all local authority by-laws and ordinances relating to the disposal of garbage.
- 11.3 The occupier must ensure that the health, hygiene and comfort of any other owner or occupier of the lot is not adversely affected by their own disposal of garbage.
- 12. Keeping of Animals**

Subject to section 181 of the *Body Corporate and Community Management Act 1997* (Qld), the owner, occupier or invitee of a lot shall not, without the written approval of the Body Corporate:

- a) Bring or keep any animal upon the lot or the common property; or
- b) Permit an invitee to bring or keep an animal on the lot or the common property.

13. Control Common Property facilities

13.1 The Body Corporate may from time to time impose reasonable restrictions on the use by owners, occupiers and invitees of common property facilities. For instance, without limiting the generality of the foregoing, the Body Corporate may restrict the hours during which any swimming pool or barbeque facilities may be used.

13.2 All owners and occupiers shall, and shall ensure that any of their visitors or invitees, comply with any restrictions so imposed by the Body Corporate.

14. Exclusive Use areas – Car park and Storage

14.1 Owners and occupiers of lots are entitled to the exclusive use of that part of the common property as identified in schedule E for the purposes of use as indicated in the purpose column in Schedule E to be used in conjunction with their lot. Exclusive use areas under this by-law may only be used for that purpose and must be kept clean and tidy by the Owner. Exclusive use areas not kept clean and tidy may be cleaned and tidied by the Body Corporate at the expense of the Owner.

14.2 The original owner (as that term is defined under the *Body Corporate and Community Management Act 1997* (Qld)) may, and is authorised to allocate to the exclusive use of any lot, any exclusive use areas shown on the exclusive use area plans attached to this community management statement but not allocated to a lot in schedule E.

14.3 The original owner may allocate that part of the common property marked 'S.1' on the attached plan entitled "Sketch Plan 'B' on Level A within Common Property on SP281255" to the exclusive use of any lot, for storage purposes.

15. Special Privileges

15.1 In this by-law the following terms have the following meanings unless the context otherwise requires:

- (a) Agreements: the Caretaking Agreement and the Letting Agreement;
- (b) Caretaking Agreement: an agreement with the Body Corporate for the Manager to provide services for the control, caretaking, management and administration of the common property;
- (c) Letting Agreement: an agreement for the Manager to provide letting and ancillary services to such of the owners or occupiers of lots who wish to avail themselves of such services; and
- (d) Manager: the person or entity which has a Caretaking Agreement or a Letting Agreement with the Body Corporate;

15.2 For as long as there is in place a Caretaking Agreement or a Letting Agreement:

- (a) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
- (b) The Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;
- (c) The Manager will be entitled to place reasonable and appropriate signage on common property advertising the services provided under the Agreements;
- (d) The Body Corporate will not allow any person or entity other than the Manager to provide, from within the scheme, any of the services set out in the Agreements; and

- (e) Any lot owned or occupied by the Manager may be used both for residential purposes and for the purposes of providing services under the Agreements including the sale of lots.

16. Assistance to Service Providers

16.1 In this by-law:

- (a) "Reasonable Billing Details" shall mean, at least, the name/s, contact phone number and preferred billing address of the person required to provide the information;
- (b) "Service Provider" includes, but is not limited to, the provider of cooking gas and hot water services to the Body Corporate and/or the common property and/or to any lot or lots.

16.2 Owners and occupiers of lots shall do and sign all things reasonably requested by the Body Corporate or a Service Provider to facilitate or assist in:

- (a) the provision of any services by a Service Provider; and
- (b) the billing by a Service Provider for services provided by it.

16.3 Without limiting the generality of by-law 16.2:

- (a) occupiers of lots on which any meter recording the use of any service is situated (or through which any such meter may be accessed) shall permit Service Providers and their servants, agents and contractors to enter upon and remain upon the lot at all reasonable times for purposes of reading, repairing, maintaining, replacing, connecting, disconnecting or reconnecting any such meter;
- (b) occupiers of lots shall, promptly upon request by the Body Corporate or a Service Provider, provide their Reasonable Billing Details to the Body Corporate or the Service Provider, as the case may be;
- (c) owners of lots shall, promptly upon request by the Body Corporate or a Service Provider, provide:
 - (i) their Reasonable Billing Details; and/or
 - (ii) such of the Reasonable Billing Details of an occupier of their lot as are known to them,to the Body Corporate or the Service Provider, as the case may be.

16.4 The Body Corporate is authorised to provide any contact information in its possession relating to an owner or occupier of a lot to any Service Provider. If requested by the Body Corporate, owners or occupiers of a lot will sign and return to the Body Corporate any privacy consents or disclosures the Body Corporate considers desirable to facilitate, authorise or assist in the provision of such information to a Service Provider.