

SCHEDULE C (to CMS) BY-LAWS
“ACACIA FIELDS” COMMUNITY TITLES SCHEME

- 1. Compliance by Tenants.** The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner but by the owner’s tenants, guests, servants, employees, agents, children, invitees and licensees.
- 2.** The owner of a lot shall not use or occupy a lot for any purpose other than for residential purposes only and not for any trade or business save for that lot being Lot No. 1 which is currently used or occupied by a service contractor or letting agent for the Scheme and which service contractor or letting agent may use or occupy their respective lot to conduct the business and duties of a service contractor and letting agent as provided in the terms of agreement entered into in writing with the Body Corporate.
- 3. Noise.** The owner 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.
- 4. Vehicles.**
 - 4.1** The owner 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 other than in the designated visitor car park, which must remain available at all times for the sole use of visitors vehicles;
 - 4.2** An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
 - 4.3** However, the Body Corporate may cancel the approval by giving 4 days written notice to the occupier, with the exception of designated visitor parking.
 - 4.4** Visitor’s vehicles can only be parked in the visitor car park for a maximum of six hours per day.
 - 4.5** The Body Corporate may, at its discretion, have any vehicle that is parked in a manner that is inconsistent with these by-laws, removed from the property at the vehicle owner’s expense. Vehicles will only be towed by an authorised contractor in compliance with the Tow Truck Act 1973.
- 5. Obstruction.** The owner of a lot must not obstruct the lawful use of the common property by someone else.
- 6. Damage to Lawns etc.**
 - 6.1** The owner of a lot must not, without the Body Corporate’s written approval:
 - (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.
 - 6.2** An approval under subsection (1) must state the period for which it is given.
 - 6.3** However, the Body Corporate may cancel the approval by giving 7 days written notice to the owner.
- 7. Damage to Common Property**
 - 7.1** An owner of a lot must not, without the Body Corporate’s written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

- 7.2** However, an owner may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 7.3** The owner of a lot must keep a device installed under subsection (2) in good order and repair.
- 8. Behaviour of Invitees.** An owner of a lot must take reasonable steps to ensure that the owner's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
- 9. Leaving of Rubbish etc on the Common Property.** The owner of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.
- 10. Appearance of Lot.** The owner of a lot must not, without the Body Corporate's written approval, 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.
- 10.1** The owner of a lot must not, without the Body Corporate's written approval:
- (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property or from outside the scheme land; or
 - (b) display a sign advertisement, placard banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land.
However the service contractor and letting agent may display signs for letting purposes.
- 10.2** This section does not apply to a lot created under a standard format plat on subdivision.
- 10.3** Externally mounted air-conditioning or mechanical plant installations are to be in accordance with the following requirements:-
- (a) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
 - (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.
- 11. Storage of Flammable Materials**
- 11.1** The owner of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 11.2** The owner of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 11.3** However, this section does not apply to the storage of fuel in:
- (a) the fuel of a vehicle, boat or internal combustion engine; or
 - (b) 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.
- 12. Disposal of Rubbish.** An owner of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust, paper, cigarette butts or other material likely to interfere with the peaceful

enjoyment of the owner of another lot or of any person lawfully using the common property. An owner of a lot shall:-

- 12.1** Maintain within this lot, in the garage or rear courtyard, the garbage receptacle provided under the local authority by-laws and ordinances which shall be placed in the street or collection area by the owner on collection days. The receptacle shall be returned to the lot in a clean and hygienic condition on the same day by the owner.
- 12.2** Refuse and recyclable binns are to be located within the individual garages and nominated refuse points and not within a single area on the frontage of the site.
- 12.3** Ensure that the health, hygiene and comfort of the owner of any other lot is not adversely affected by the disposal of garbage.
- 12.4** Maintain and repair the garbage receptacle to ensure it is kept in a serviceable condition.

13. Keeping of Animals

- 13.1** The owner of a lot must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the lot or the common property; or
- (b) permit an invitee to bring or keep an animal on the lot or the common property.

- 13.2** The owner must obtain the Body Corporate's written approval before approval before bringing, or permitting an invitee to bring, an animal on to the lot or the common property.

- 14. Display Unit.** The original proprietor may until all lots in the Community Titles Scheme have sold open and maintain a display unit within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots.

- 15. Swimming Pool.** The swimming pool shall not be used between the hours of 7.00pm and 7.00am each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool and swimming pool enclosure:

- 15.1** No running around the swimming pool, no diving or dive bombing into the swimming pool.
- 15.2** Children 12 years or under must be accompanied by a responsible adult 18 years of age or older;
- 15.3** Glass containers shall not be permitted in or about the swimming pool and enclosure;
- 15.4** No unnecessary noise;
- 15.5** Pets and animals are not permitted into the swimming pool or enclosure;
- 15.6** Alcoholic beverages shall not be consumed in the swimming pool or pool enclosure;
- 15.7** No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons;
- 15.8** No objects are permitted that may cause an inconvenience or nuisance to other persons using the pool;
- 15.9** Visitors must be accompanied by a residence at all times.
- 15.10** The communal "pool and amenities" are not be included in any exclusive use area.
- 16. By-Laws to be exhibited.** A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

- 17. Complaints or Applications.** All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.
- 18. Pay Television.** The owner may allow a person approved by the Body Corporate to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owner to connect to cable and or satellite television. The Body Corporate is authorised to enter into agreements about the subject matter of this By-Law. The scale and size of satellite dishes is subject to the written approval of the Body Corporate.
- 19. Recovery of Money Spent.** Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
- 20. Ground Maintenance.** The Body Corporate is appointed agent of the owners to effect the mowing and edging of all lawns on the parcel and gardens on common property, excluding mowing, weeding, watering and fertilising lawns and gardens in the private lots. Owners must ensure that gardens and lawns in private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised at their own expense.

Should an owner fail to properly maintain his lot, the Body Corporate is empowered to have the necessary maintenance carried out and the costs involved shall be due and payable by the owner of the lot within fourteen (14) days from the date the maintenance is carried out.

- 21. Use of Barbecue Area.** All owners may use the barbecue facilities constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the owners;
- 21.1** No use shall be made of the barbecue area which involves damage, inconvenience or nuisance to any owner or invitee nor which causes damage to the surface, fixtures or fittings of the barbecue areas and after use the barbecue and area shall be left clean and tidy.
- 21.2** The barbecue area shall not be used by a guest or invitee unless accompanied by the host owner.
- 21.3** That no use is made of the barbecue area between the hours of 9.00pm and 8.00am.
- 21.4** The Committee of the Body Corporate may make rules with respect to the use of the barbecue area that are not inconsistent with these By-Laws.
- 22. Vehicles/Roadways.**
- 22.1** Speed limit on internal roadways is 5kph (walking pace). All public road rules apply.
- 22.2** Vehicles must not be parked on internal roadways at any time. Guests must park in the designated visitor parking spaces.
- 22.3** Garage driveways must be kept clean of oil and grease.
- 22.4** Driveways are not to be used to undertake mechanical repairs to vehicles.
- 22.5** A minimum of 27 allocated car spaces are to be available for visitors to the site that are not included within any "exclusive use" area on the site.
- 22.6** Visitor car bays are not to be fitted with a roller door, gate or similar device preventing access to visitor car bays.

22.7 Directional visitor parking signage at the vehicle entrance to the sit adjacent to or clearly visible from the vehicle entrance to the site is to be maintained.

23. Children Playing on Common Property. An owner of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children:

23.1 Do not play on the common roadways and visitor parking areas at any time;

23.2 Do not ride skateboards, skates, scooters, go-carts, bicycles or other similar apparatus at any time;

23.3 Do not play in any common areas after dark.

24. Gates. No gates shall be installed to the vehicular entrance to the common property at any time.

25. Balconies and Terraces. All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.

26. Gymnasium. The gymnasium (gym) is for the use of owners only and is not to be used by non-residents. An owner may use the gym by firstly obtaining a key and paying the requisite deposit of \$20.00 (if requested) from the buildings manager. The gym may be used between the hours of 6.00am and 9.00pm daily. The owner will ensure that no person under the age of 18 years unless supervised by an owner at all times may use the gym and the owner will not release the key to any other person or admit any person to the gym during the owner's use of the gym. The owner will ensure the gym is left locked immediately after use. Each owner recognises and acknowledges that the gym is not supervised and accordingly will use the gym and its facilities at the sole risk of the owner.

Gym facilities are for the use of owners and authorised tenants only. Guests are not permitted to use the gym.

Enclosed footwear must be worn at all times per persons using the gym facilities. Shirts are to be worn by persons using the gym facilities. No singlets or bare tops. For hygiene purposes and to preserve the life of gym equipment a clean dry towel must be used on gym equipment and mats.

No food or drink (except water) is to be consumed in the gym.

Entry to the gym from pool area is not permitted unless person is completely dry and free from chlorine.

Equipment is to be replaced back on racks after use.

Lights and fans are to be turned off and gym locked after use.

27. Exclusive Use. The owners of lots identified in Schedule E are entitled to exclusive use of the areas allocated and for the purposes described therein and the owners shall be responsible at their own expense for the proper care, repair and maintenance of the respective exclusive use areas.