

# CROWN CTS 41282 BY-LAWS

Title Reference 21524192

## **1. 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.

## **2. Vehicles**

- 2.1 The occupier of a lot must not: -
  - 2.1.1 Park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
  - 2.1.2 Without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, or any other part of the common property; or
  - 2.1.3 Permit an invitee or park a vehicle or allow a vehicle to stand on the common property, other than in a regulated parking area.
- 2.2 An approval under subsection (1) (b) must state the period for which it is given.
- 2.3 The body corporate may cancel the approval by giving 7 days written notice to the occupier.

In this section –

“regulated parking area” means an area of scheme land designated as being available for use, by invitees or occupiers of lots included in the scheme, for parking vehicles.

## **3. Obstruction**

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

## **4. Damage to laws etc**

- 4.1 The occupier of a lot must not, without the body corporate’s written approval –
  - 4.1.1 damage a lawn, garden, tree, shrub, plant, or flower on the common property; or
  - 4.1.2 use a part of the common property as a garden.

4.2 An approval under subsection 4.1 must state the period for which it is given.

4.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

## **5. Damage to common property**

5.1 An occupier 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.

5.2 However, an occupier 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.

5.3 The owner of a lot must keep a device installed under subsection 5.2 in good order and repair.

## **6. Behaviour of invitees**

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. Leaving of rubbish etc. on the common property**

An occupier 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.

## **8. Appearance of Lot**

8.1 The occupier 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.

8.2 The occupier of a lot must not, without the body corporate's written approval: -

- 8.2.1 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
- 8.2.2 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.

## **9. Storage of flammable materials**

- 9.1 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- 9.2 The occupier 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.
- 9.3 However, this section does not apply to the storage of fuel in:
  - 9.3.1 The fuel tank of a vehicle, boat, or internal combustion engine; or
  - 9.3.2 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.

## **10. Garbage disposal**

- 10.1 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 the purpose.
- 10.2 The occupier of a lot must:
  - 10.2.1 comply with all local government laws about disposal of garbage; and
  - 10.2.2 ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

## **11. Keeping of animals**

- 11.1 The occupier of a lot must not, without the body corporate's written approval:
  - 11.1.1 bring or keep an animal on the lot or the common property; or
  - 11.1.2 Permit an invitee to bring or keep an animal on the lot or the common property.

- 11.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

## **12. Use of lots**

- 12.1 Lots 101-104, 201-205, 301-305, 401-405, 501-504, 604-604, 701-704, 801-804, 901-904 and 1001-1004 may only be used for residential purposes. Lot 1 may be used for commercial/retail purposes.
- 12.2 The owner or occupier of a lot shall not use the lot for any purpose which may be illegal or injurious to the reputation of the Scheme Land.

## **13. Insurance**

- 13.1 The owner or occupier of a lot shall not bring to, do, or keep anything in his lot which may: -
- 13.1.1 Void any insurance policy in respect of the Common Property;
  - 13.1.2 Increase the rate of fire insurance for the Common Property;
  - 13.1.3 Conflict with the laws, regulations or ordinances relating to fires or any Insurance Policy upon the Common Property.

## **14. Noise**

- 14.1 All Musical instruments, radios, television sets and sound equipment shall be controlled so that: -
- 14.1.1 The sound is reasonable;
  - 14.1.2 The sound does not cause annoyance to the other proprietors or occupiers of lots;
  - 14.1.3 The sound is not operated between the hours of 9.00 pm and 8.00 am in such a manner as to be audible at all to any other proprietor or occupier of a lot.
- 14.2 The owner or occupier of a lot shall not hold or permit to be held any social gathering in the lot in which there shall occur any noise which interferes with the peace and quietness of any other owner or the occupier of a lot, at any time of the day or night.
- 14.3 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00 am to 9.00pm. Practising during the said hours is permissible but not for longer than one hour at a time, or for a total of more than three hours in any day.

## **15. Signage**

- 15.1 The Manger pursuant to a Manager's Agreement and/or an Agent appointed pursuant to a Letting Agreement by the Body Corporate may, without the consent of the Committee, permit the display of signs or notices reasonably required for the purposes of carrying out the manager's duties pursuant to the Manager's Agreement or conducting a business and/or conducting a business of Letting Agent, provided they are commensurate with the appearance of the building and common property.
- 15.2 Any signs affixed by the Manager or Letting Agent shall comply with the requirements of the local authority.
- 15.3 The owner of Lot 1 may, without the consent of the Committee, permit the display of signs or notices reasonably required for the purposes of carrying out the commercial/retail business, provided the signs are commensurate with the appearance of the building and common property.
- 15.4 Any signs affixed by the owner of Lot 1 shall comply with the requirements of the Local Authority.

## **16. Use of Common Property & Display of Lots**

- 16.1 The original owner may use all reasonable efforts to sell lots in the Scheme land including:
  - 16.1.1 erecting signs on Common Property;
  - 16.1.2 having display lots.

## **17. Illegal use of Lot Prohibited**

The occupier of a lot shall not use its lot for any purpose which may be illegal or injurious to the reputation of the Scheme Land.

## **18. Legal Costs and Interest**

- 18.1 If the owner of a lot is in default in payment of any Body Corporate levies, costs, charges or expense payable to the Body Corporate, such owner shall forthwith upon demand by the Body Corporate pay to the Body Corporate such monies as a liquidated debt immediately due and payable, together with any legal costs (calculated on a solicitor an own client basis) incurred by the Body Corporate in respect of any action

taken against any such owner or occupier, or any former owner or occupier.

- 18.2 In addition to any other moneys payable by an owner or occupier pursuant to this by-law, such owner or occupier shall pay to the Body Corporate on demand interest calculated at such rate as is 3% above the prime indicator lending rate of the Bank with which the Body Corporate banks from the date of demand, (or in the event of outstanding Body Corporate levies from the date which is two (2) months after the date of expiry of any early payment discount period or if there is no such period two (2) months from the date of the levy notice) to the date of payment in full.

## **19. Exclusive Use**

- 19.1 The proprietors of lots identified in Schedule E are entitled to exclusive use of the areas allocated therein and identified on the plan marked "A" attached hereto (to the documents registered with the Qld DNR at the time of registration). Exclusive use areas do not include generic services contained therein, such as power boxes and water meters. These are to be classed as common property even if within the exclusive use areas noted on the plan marked "A".
- 19.2 The proprietors of Lots 101-104, 201-205, 301-305, 401-405, 401-504, 601-604, 701-704, 801-804, 901-904, 1001-1004 acknowledge and accept that areas of exclusive use may be allocated from the common property surrounding Lot 1 to the proprietor of Lot 1 (the commercial lot) for the purpose of outdoor dining, signage and display and any other commercial use ancillary to carrying on the business of a restaurant.

## **20. Swimming Pool and BBQ Areas**

- 20.1 If the Body Corporate has a swimming pool and/or BBQ area on the Common Property, then the following apply:
- 20.1.1 any swimming pool and BBQ on the Common Property shall only be used between the hours of 6.30 am and 9.30 pm.
- 20.1.2 Children under the age of 15 years shall not be allowed to use the swimming pool unless supervised by an adult at all times.
- 20.1.3 No diving, jumping, running, eating, or drinking is permitted in and around the swimming pool.

20.1.4 No throwing of objects or intentional splashing is permitted and no objects other than floatation devices for the assistance of children or the aged are permitted in the swimming pool.

20.1.5 No activities which may cause annoyance, nuisance, or damage to other users of the swimming pool or BBQ area are permitted.

## **21. Liquor Licence for Lot 1**

21.1 Subject to the requirements of the Liquor Act 1992 owners and occupiers of Lot 1 shall be entitled to hold any liquor licence which is ancillary to the business operated from Lot 1, including the licence authorising the sale of liquor for consumption off the premises.

21.2 The Body Corporate will not object to:

21.2.1 a liquor licence being obtained (and the Body Corporate must give any consent necessary for that purpose); and

21.2.2 The consumption of liquor on Lot 1 or any common property over which Lot 1 (with an appropriate liquor licence) is entitled to exclusive use.