

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 212616	1	1
Lot 2 on SP 212616	1	1
Lot 3 on SP 212616	1	1
Lot 4 on SP 212616	1	1
Lot 5 on SP 212616	1	1
Lot 6 on SP 212616	1	1
TOTALS	6	6

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(f) and (g) of the Body Corporate Community Management Act is not applicable.

SCHEDULE C BY-LAWS**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, 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 visitors' vehicles.

2.2 An approval under subsection (1) must state the period for which it is given with the exception of designated visitor parking.

2.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier with the exception of designated visitor parking.

2.4 All visitor parking spaces (2 visitor spaces as indicated on the approved plans), driveways and car/vehicle turning areas indicated on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit. Visitor parking bays shall be available for use by all bona-fide visitors, guests or invitees of the site's tenants.

2.5 The Body Corporate shall install and maintain a sign which clearly directs visitors to the location of the visitor parking.

3. Obstruction

The pathways and driveways on the common property and any easement giving access to the scheme land shall not be obstructed by any of the proprietors or occupiers or invitees or licensees of lots or used by them for any purpose other than the reasonable ingress to and egress from their respective lots and to and from their exclusive use areas (if any), and no proprietor or occupier of a lot shall park or stand or permit to be parked or stood upon common property (other than the part of the common property over which the proprietor or occupier has exclusive use) any vehicle except with the consent in writing of the body corporate.

4. Damage to lawns etc.

- 4.1 The occupier 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.
- 4.2 An approval under subsection (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 (2) in good order and repair.
- 6. Behaviour of invitees**
- 6.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that the invitees of the proprietor or occupier do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
- 6.2 A proprietor of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees employees and agents comply with the provisions of the by-laws.
- 6.3 The proprietor or 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 an invitee of the proprietor or occupier or their invitees.
- 6.4 Where these by-laws restrict the behaviour or activity of a proprietor or occupier there shall be imposed upon that proprietor or occupier the obligation not to cause or permit that behaviour or activity.
- 7. Leaving of rubbish etc. on the common property**
- The 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-
- (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.
- 8.3 This section does not apply to a lot created under a standard format plan of subdivision.
- 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.

Title Reference [12415162]

- 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 -
- (a) the fuel tank 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.
10. **Garbage disposal**
- 10.1 Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must:-
- (a) 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;
 - (b) Store the general refuse wheelie bins within each occupier's garage.
- 10.2 The occupier of a lot must :-
- (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.
- 10.3 The Body Corporate shall be responsible for internal (on site) collection of refuse and recyclables from the common property. To this extent the Body Corporate shall:-
- (a) enter into an agreement with Brisbane City Council's City Waste Services to provide a bulk bin collection service to the common property;
 - (b) indemnify Brisbane City Council and its agents in respect of any damage to the pavement and other driving surfaces; and
 - (c) shall notify future owners of individual lots that the developments has been approved on the basis that a indemnity is provided for refuse collection vehicles to enter the property.
- 10.4 Collection of refuse and recyclable waste bins are to be managed by the following:-
- (a) minimum number of bins to service the multi-unit dwelling will be 10 wheelie bins – 5 general refuse bins and 5 recycle bins;
 - (b) each tenant is required to permanently store 1 general refuse bin and 1 recycle bin within their garage;
 - (c) the general refuse and recycle bins are to be transferred to the kerb side on collection day and retrieved by the tenants after collection and returned to their respective garages on the same day.
11. **Keeping of animals**
- 11.1 Subject to the local authority requirements, an occupier of a lot may keep one small domestic animal or bird of not more than 10kgs in weight upon the lot provided the same is confined to the lot or any common property over which the occupier has exclusive use by a fence or other suitable means.
- 11.2 An occupier must not permit the animal of which he is the owner or over which he has control to enter upon the common property unless the animal is properly restrained. The occupier must be responsible to collect all animal droppings immediately.
- 11.3 The Body Corporate Committee may order the removal of any animal if the same becomes a nuisance or breaches this by-law.
- 11.4 The Body Corporate may from time to time approve a resident to bring or keep more than one animal on the lot or the common property. In deciding whether or not to consent to an owner or occupier bringing or keeping more than one animal on the lot or the common property, the Committee of the Body Corporate will consider the following issues:-
- (a) The nature and breed of the animal;
 - (b) The size of the animal;
 - (c) The likelihood of the animal causing noise or disturbance to the other occupiers;

Title Reference [12415162]

- (d) Whether it is appropriate and humane to keep such an animal on the lot;
- (e) The level of supervision that the animal will receive and may impose requirements on the consent which it considers reasonable including;
- (f) Restrictions on the animal entering and using the common property;
- (g) Supervision and exercise of the animal;
- (h) Cleaning up any mess made by the animal on the lot or the common property.

11.5 In the event that the animal(s) causes or has caused any unreasonable disturbance to other owners or occupiers, the consent to keep the animal(s) may be revoked by the Committee of the Body Corporate at any time.

12. Recovery by Body Corporate

If the body corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any proprietor or by any tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them the body corporate may recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.

13. Recovery of Costs (Levies)

13.1 A proprietor (which expression extends to a mortgagee in possession) must pay on demand the whole of the Body Corporate's costs and expenses (including those on an indemnity basis), such amount to be deemed as liquidated debt, incurred in:-

- (a) recovering levies or moneys payable to the body corporate pursuant to the Act levied upon the proprietor by the body corporate or otherwise pursuant to these by-laws;
- (b) all proceedings, including legal proceedings, concluded in favour of the Body Corporate taken by or against the proprietor or the lessee or occupier of the proprietor's lot, including but not limited to, applications for any Order by the Referee, appeals to the Tribunal and appeals to the Court.

13.2 If the proprietor (or his mortgagee in possession) fails to pay such costs and expenses after demand, the body corporate may:-

- (a) treat such costs and expenses as a liquidated debt and take recovery action in any court of competent jurisdiction; and may
- (b) enter such costs and expenses against the levy account of such proprietor in which case the amount of the same shall be paid to the Body Corporate upon a subsequent sale or disposal of the proprietor's lot, failing which the buyer of such lot shall be liable to the body corporate for payment of the same.

14. Illegal Use of a Lot Prohibited

A proprietor or occupier of a lot must not use (or permit) the lot or the common property for any illegal, unlawful or immoral purpose.

15. Duties of a Proprietor

15.1 A proprietor or occupier of a lot ("the lot") must:

- (a) permit the body corporate and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter the lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the lot and capable of being used in connection with the enjoyment of any other lot or common property, or for the purpose of ensuring that the by-laws are being observed.
- (b) forthwith carry out all work that may be ordered by any competent public authority or local government in respect of the lot other than such work as may be for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
- (c) repair and maintain the lot in good and repair, (reasonable wear and tear and damage by fire, storm, tempest or act of God excepted), and keep the lot clear and free of vermin infestation;
- (d) only use and enjoy the common property in such a manner as will not unreasonably interfere with the use and enjoyment thereof by other proprietors or tenants or their invitees, licensees, employees, servants and agents;

- (e) not use the lot (or permit) the same to be used) in such manner or for such purpose as shall cause a nuisance or hazard to any occupier of another lot (whether a proprietor or not) or the associates and staff of such occupier;
- (f) notify the body corporate forthwith upon any change of ownership, lease or sub-lease, or of any mortgage or other similar dealing in connection with the lot;
- (g) not without the consent in writing of the body corporate or the relevant government authority, as necessary, perform any works or erect any structure to allow the same in on or to the lot which will in any way alter the external appearance of the building or the layout and construction of the services being the property of the body corporate;
- (h) not allow outside radio or television aerials or telecommunication reception dishes or bowls or other similar apparatus to be erected without written permission of the body corporate;
- (i) not allow any structural alteration to be made to any lot, (including any alteration to gas, water or electrical installations) without the prior permission in writing of the body corporate (other than as may be allowed in accordance with the Act or the regulation module applicable to the Community Titles Scheme) or the relevant government authority, as necessary;
- (j) not allow any extended blinds or awnings (other than those installed and incorporated by the original proprietor in the development of the building) to be erected without the prior consent in writing of the body corporate;
- (k) ensure that the windows in the lot are kept clean, and ensure those windows are promptly repaired with fresh glass of the same kind and weight as at present if the window glass becomes broken or cracked in any case where the replacement of such broken or cracked glass is not the responsibility of the body corporate;
- (l) not waste water, and shall ensure that all water taps in the lot or on common property are properly turned off after use;
- (m) give to the body corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in the lot which comes to his knowledge, and allow the Body Corporate full authority (by its agents or servants) in the circumstances having regard to the urgency involved, to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the building as often as may be necessary;
- (n) in the event of any infectious disease (which may require notification by virtue of any Statute Regulation or Ordinance or By-Law) happening in any lot, give written notice of such happening and of any other information which may be required relative thereto to the body corporate, and pay to the Body Corporate the expenses of disinfecting the premise and replacing any articles or things the destruction of which may (in the opinion of the body corporate) be rendered necessary by such disease;
- (o) give a copy of these By-laws to the lessee or tenant or other occupier of any lot;
- (p) not do anything on a lot or on common property which might prejudice or increase the cost of any insurances held by the body corporate.

16. Pipes, Drains and Stormwater

- 16.1 The water closets, conveniences and other water apparatus (including waste pipes and drains installed in the lots and in the common property) shall not be used for any purpose other than the purpose for which they were constructed, and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences and water apparatus (including waste pipes and drains installed in the lots and in the common property) from misuse or negligence, irrespective of whether the damage or misuse is caused by such proprietor's own actions or those of his tenants, servants, employees, agents, invitees or licensees.

17. Air-Conditioning

- 17.1 Air-conditioning units servicing the lots are located within the relevant lot and are the property of the proprietor of the lot.
- 17.2 The air-conditioning units are to be maintained by the proprietor of the lot and at the proprietor's cost.
- 17.3 The air-conditioning units are not to be moved or removed without the consent of the Body Corporate.

18. Exclusive use

- 18.1 The proprietors of Lots 1, 2, 3, 4, 5 and 6 have the exclusive use of the area shown in Schedule E to the First Community Management Statement for Hawthorne Villas Enoggera and the sketch plan marked "A" to the said Schedule E.

18.2 The proprietor and occupier enjoying from time to time the exclusive use of the courtyard area shall keep and maintain that part of the common property to which the proprietor and/or occupier is entitled to use exclusively clean and tidy and generally in good order, maintenance and repair to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and Regulations Made.

19. 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.

20. Screening to Air-Conditioning Units and Mechanical Plant

20.1 Screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:-

- (a) installations on the proposed development are to be screened such that they are not visible when viewed from the street frontage(s), existing buildings adjoining and/or opposite the site; and
- (b) any installations which are required to be located on roof, wall balcony 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 complementary manner with the overall design of the roof, wall, balcony or garden area in which the installation is to be located.

21. Openings from Habitable Areas

All openings from habitable areas in the development including, but not limited to, windows from habitable rooms and balconies, are to be screened in accordance with the relevant requirements set out in the Residential Design - Low Density, Character and Low-Medium Density Code.

22. Common Property

The communal open space areas (ie. recreation area, internal footpaths/pedestrian circulation routes, buffer landscaping, clothes drying areas and bin storage area) as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit.

23. Fencing and Privacy Screening

Fencing and privacy screening are to be maintained by the proprietor of a lot and/or the Body Corporate as the case may be in accordance with the conditions of the development approval.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Statutory Easement and Service Easement Allocation Matrix

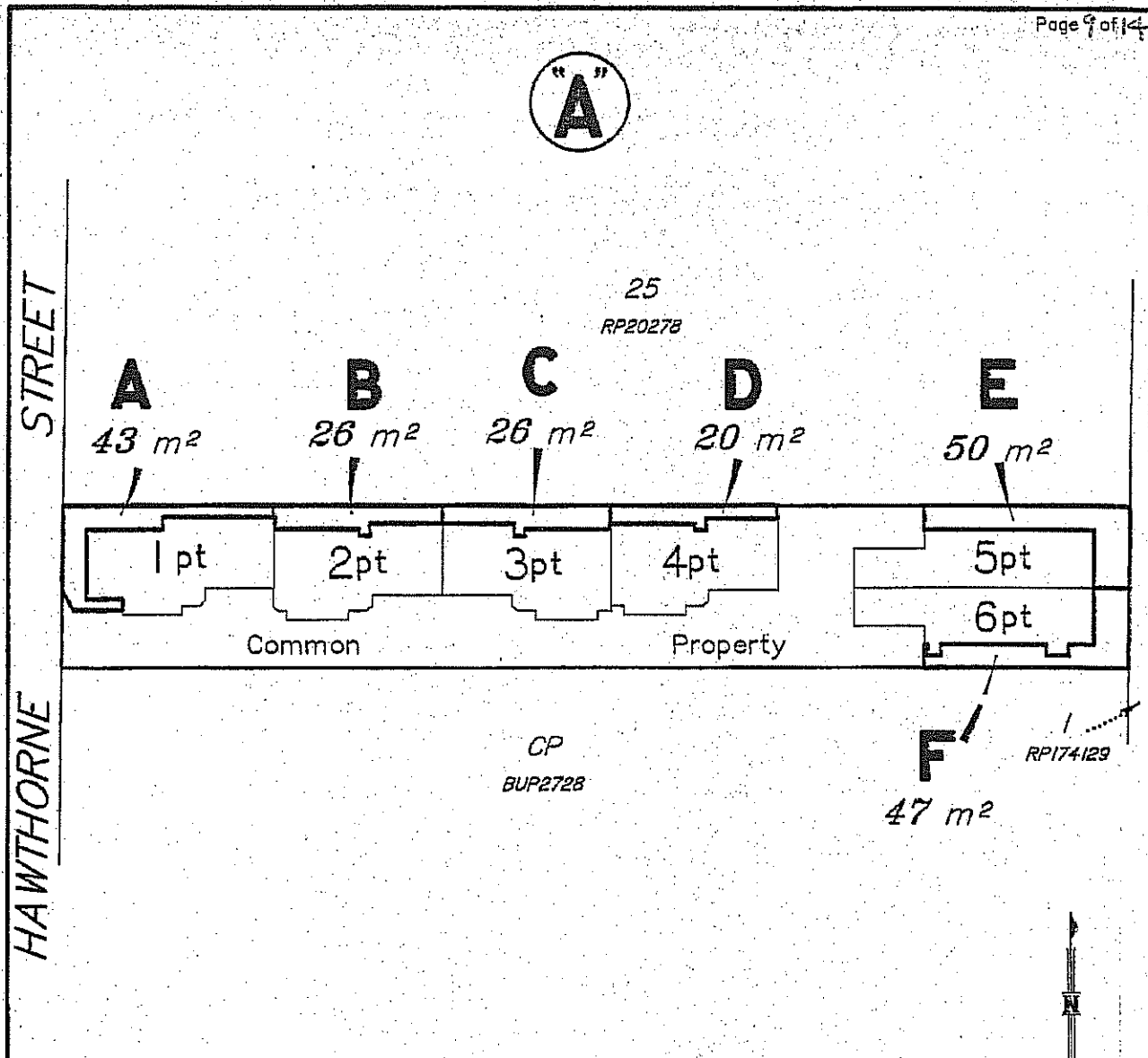
LOTS AFFECTED BY SERVICE EASEMENTS AND STATUTORY EASEMENTS

Lots on Plan	Statutory Easement	Service Location Diagram showing Service Easements
CP of Hawthorne Villas Enoggera CTS	Water, electricity, telephone, sewerage, drainage, support, shelter and protection	Annexure "B"
Lots 1-6 on SP 212616	Water, electricity, telephone, sewerage, drainage, support, shelter and protection	Annexure "B"

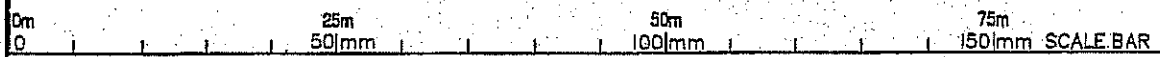
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Exclusive Use – Courtyard as per Schedule and Plan marked "A" attached.

Lot on Plan	Exclusive Use Area
Lot 1 on SP 212616	Area marked "A" on Plan of Exclusive Use marked "A"
Lot 2 on SP 212616	Area marked "B" on Plan of Exclusive Use marked "A"
Lot 3 on SP 212616	Area marked "C" on Plan of Exclusive Use marked "A"
Lot 4 on SP 212616	Area marked "D" on Plan of Exclusive Use marked "A"
Lot 5 on SP 212616	Area marked "E" on Plan of Exclusive Use marked "A"
Lot 6 on SP 212616	Area marked "F" on Plan of Exclusive Use marked "A"



NOTE: Exclusive Use Areas are defined by Structural Features such as Buildings, Fences and Edges of concrete Patios.



NOTE: The scale bar above determines the size of the original plan. (A4) Scale @ A4 1:500



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PLAN OF EXCLUSIVE USE AREAS "A-F"
on Level "A" in Common property on
SP212616
IN: HAWTHORNE VILLAS ENOGGERA
CTS No:

Gateway Survey & Planning Pty Ltd, hereby certify that the details shown on this sketch plan are correct.

Gregory John WOODHOUT
Gregory John WOODHOUT
Cadastral Surveyor, Director

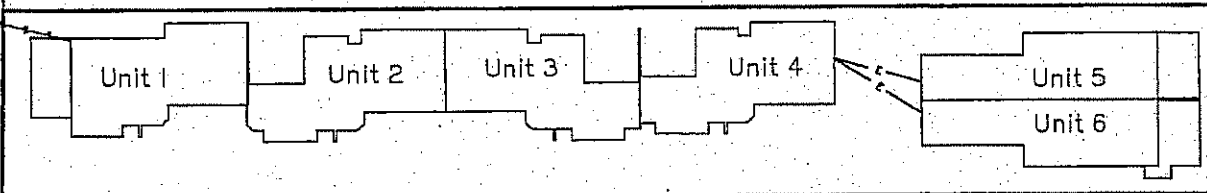
Date 29.10.2008

Original Description: Lot 26 on RP20278
PARISH: Enoggera COUNTY: Stanley
Meridian: Vide IS219162 Plan: 3948-04B



HAWTHORNE STREET

25
RP20278



HAWTHORNE

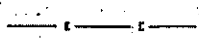
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LEGEND



Electricity

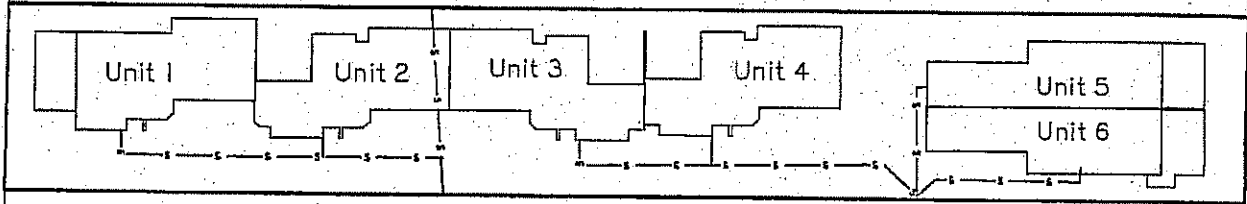
Locations provided by Builder

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CTS NO:
SERVICES LOCATION DIAGRAM
Scale 1:500
15/10/2008
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HAWTHORNE STREET

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RP20278



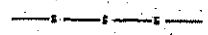
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LEGEND



Sewerage

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CTS NO: CTS NO:

SERVICES LOCATION DIAGRAM

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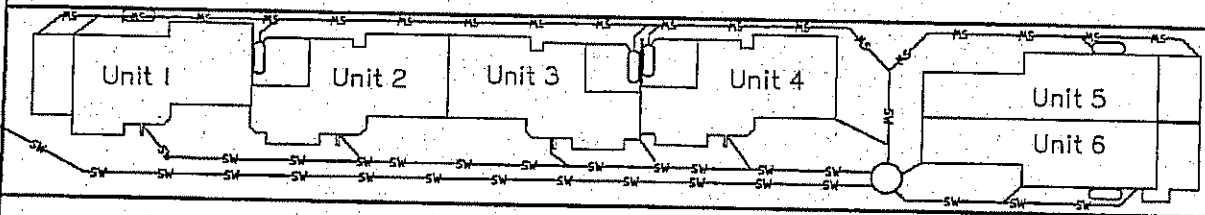
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HAWTHORNE STREET

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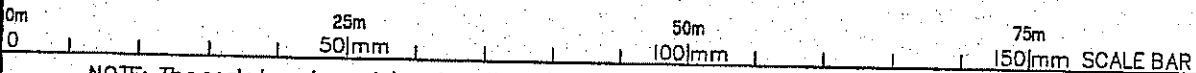
RP20278



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RP174129



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Scale @ A4 1:500

LEGEND



Storm Water

Locations provided by Builder

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CTS NO: CTS NO:

SERVICES LOCATION DIAGRAM

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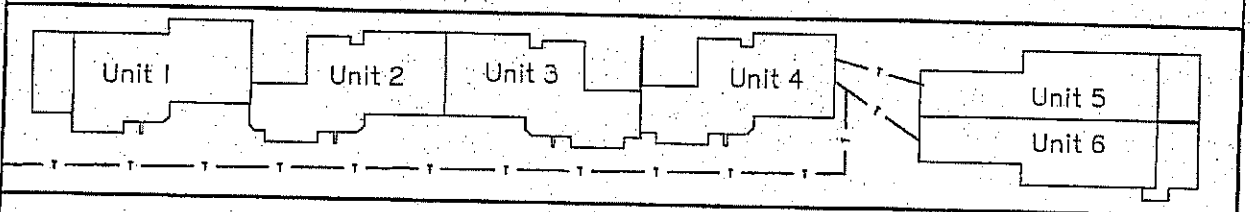
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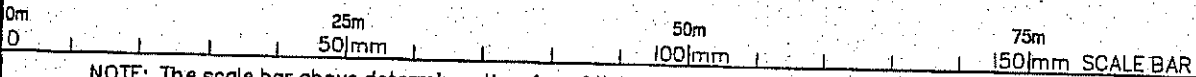
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RP20278



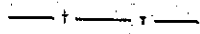
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NOTE: The scale bar above determines the size of the original plan. (A4) Scale @ A4 1: 500

LEGEND



Telecommunications

Locations provided by Builder

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CTS NO: CTS NO:

SERVICES LOCATION DIAGRAM

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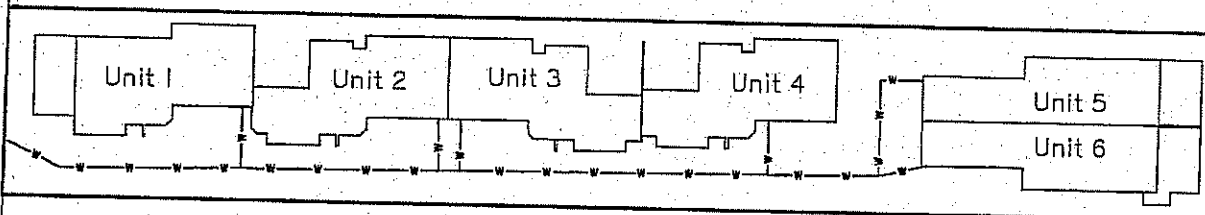
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HAWTHORNE STREET

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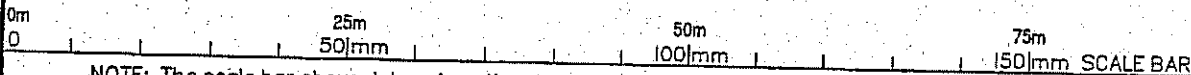
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RP174129



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Scale @ A4 1:500

LEGEND



Water Connection

Locations provided by Bulder

CTS NAME: HAWTHORNE VILLAS ENOGGERA

CTS NO:

SERVICES LOCATION DIAGRAM

Scale 1:500

15/10/2008

3948-sld-W