

The Avenues at Salisbury – 61-63 Harlen Road Salisbury 4107

BY-LAWS

1. Interpretation

1.1 Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws. Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender. Reference to the whole includes any part of the whole.

1.2 Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

'Act' means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme;

'Boat' will include sailboard, jet ski and similar pleasure craft;

'Body Corporate' means the Body Corporate established upon the registration of the Community Titles Scheme.

'By-laws' means these By-laws or any specified part of them.

'Caretaker' means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.

'Common Property' means the common property referred to in the Community Titles Scheme.

'Committee' means the Committee of the Body Corporate appointed pursuant to the Act.

'Committee's Representative' means a member of the Committee appointed from time to time for the purpose of representing the Committee.

'Community Titles Scheme' means the Central Park Apartments Varsity Central Community Titles Scheme

'Development' means any works carried out on the Scheme Land (excluding the inside of Lots) in the nature of construction, alteration, addition, modification, renovation or repair of any dwelling or other building, fence, retaining wall, all external signs or hoardings, external flood lights or spot lights, external fittings, excavation, filling or landscaping, planting or removal of any vegetation, trees or shrubs or civil infrastructure such as water, electricity, electricity lines, sewerage services and cable television.

'GST' means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

'Heavy Vehicle' includes a motor vehicle in excess of two tonnes weight.

'Lot' means a lot in the Community Titles Scheme.

'Motor Vehicles' includes motor bikes but does not include motor vehicles in excess of 2 tonnes weight, caravans, camper-vans or mobile homes.

'Original Owner' has the meaning given to it in the Act.

'Scheme Land' means all the land contained in the Community Titles Scheme.

'Person' includes a company.

'Scheme' means the community titles scheme created on subdivision of the Scheme Land.

'Secretary' means the Secretary of the Body Corporate.

2. Use of Lot

2.1 Each Lot will be used for residential purposes only, except Lot 1 which may be used for residential purposes and for the purposes of the providing management, letting and related services to Lots and Common Property in the Scheme.

3. General Appearance of Lots

3.1 No structural alterations will be made to any Lot which includes, but is not limited to, any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system.

3.2 An owner or occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

4. Maintenance of Lots

4.1 An owner or occupier of a Lot will:

(a) be responsible for the proper maintenance and decoration of the Lot;

(b) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use

building materials and external finishes other than of the same colour and type as those comprised in such Improvements without the prior written consent of the Committee;

(c) maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects;

(d) maintain in good condition and repair and keep clean any part of the Common Property which the owner has the exclusive use of.

4.2 The Committee may give written notice to an owner or occupier of a Lot requiring that:

(a) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and

(b) the obligations under by-law 4.1 be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state or the obligations under by-law

4.1 to be carried out in accordance with the notice and the owner or occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand. The amount of any such debt shall be deemed to be a liquidated debt due by the Owner to the Body Corporate

4.3 An owner or occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this by-law provided that the Committee gives the owner or occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works under this by-law.

4.4 For the purposes of this by-law 'Improvements' includes walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within the Lot.

5. Appearance of Lots

5.1 Subject to by-law 5.2 and by-law 36, an owner or occupier of a Lot must not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of a Lot in such a way as to be visible from outside the Lot without the prior written consent of the Committee.

5.2 Despite by-law 5.1, the Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the Scheme.

6. Water Apparatus

6.1 An owner or occupier of a Lot will see that all water taps in the Lot are properly turned off after use.

6.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.

6.3 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such owner or occupier whether the same is caused by his own acts or those of members of the owners or occupiers household or the owners or occupiers servants, agents or guests.

7. Lighting and Heating of Lots

7.1 The owner or occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating in a Lot nor in any other way cause or increase a risk of fire or explosion in a Lot.

8. Storage of Flammable Liquids, etc

8.1 An owner or occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon a Lot or Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. Windows

9.1 The windows of each Lot must be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

10. Window Covers

10.1 No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. This by-law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.

10.2 An owner must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee. An owner must not install, renovate or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from common property or any other lot.

11. Pets

11.1 Subject to the Act an Occupier of a lot must not:

- (a) bring an animal onto, or keep an animal on, the lot or the Common Property; or
- (b) permit an invitee to bring an animal onto or keep an animal on, the lot or the Common Property.

12. No Variation to Appearance

12.1 Subject to by-law 38, an owner or occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

13. Antennae

13.1 No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or Common Property unless the same is contained within a Lot and is not visible from outside the Lot.

14. Security of Lots

14.1 All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

15. Insurance

15.1 An owner or occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on a Lot or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

16. Nuisance

16.1 No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the owners and occupiers of other Lots or any other person lawfully using the Common Property. In particular, and without limiting the generality of the foregoing:

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other owners or occupiers without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, radios, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other owners and occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when owners and occupiers return to their Lots late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the occupier or owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

17. Obstruction

17.1 An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. Subject only to by-law 23, the pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their Lot.

18. Depositing Rubbish on Common Property

18.1 An owner must not:

(a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another owner or occupier or of any person lawfully using the Common Property;

(b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot.

18.2 Any damage or costs for cleaning or repair caused by breach of this by-law will be borne by the owner or occupier concerned.

19. Garbage Disposal

19.1 An owner or occupier of a Lot must:

(a) except where the Body Corporate provides some other means of disposal of garbage, maintain within the owners or occupiers Lot, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;

(c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage;

(d) ensure that garbage is regularly left for collection at a time and place directed by the Caretaker from time to time;

(e) ensure that garbage bins left out for garbage collection are removed from Common Property and returned to relevant Lots as soon as practical after garbage collection.

20. Damage to Lawns, etc. on the Scheme Land

20.1 An owner or occupier of a Lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or

(b) except with the prior written consent of the Body Corporate, use any part of Common Property as a garden.

21. Damage to the Common Property or Lot

21.1 An owner or occupier of a Lot must 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 Common Property asset except with the consent in writing of the Body Corporate.

22. Committee to be Notified of Accidents etc.

22.1 An owner or occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents 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 any Lot or any buildings on the Scheme Land as often as may be necessary.

23. Visitors' Car Parking

23.1 The Committee may in its absolute discretion by written notice from time to time to the owners, mortgagees and occupiers of Lots within the Scheme Land nominate which car parking spaces situated on Common Property may be used by the invitees of occupiers of Lots.

23.2 An occupier of a Lot must use his best endeavours to ensure that any invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this by-law but such invitee's Motor Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.

24. Use of Caravans etc and Heavy Vehicles

24.1 A owner or occupier of a Lot must not:

(a) permit any caravan, campervan, mobile home, Boat or trailer upon the Common Property or upon a Lot unless it is housed in a garage and is not visible from any part of the Common Property;

(b) permit any occupation of a caravan, campervan or mobile home upon a Lot;

(c) drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.

24.2 For the purposes of this by-law **'Improvements'** includes Lots, buildings, swimming pools, outdoor recreation areas, entertainment areas, walkways, paths, driveways, landscaping, irrigation, drainage facilities and any other structures or improvements.

25. Inspection of Lots

25.1 Upon one day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the owner or occupier of the Lot concerned).

25.2 If not so permitted the Committee may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

25.3 The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such owner or occupier as is reasonable in the circumstances.

26. Observance of these By-Laws

26.1 The duties and obligations imposed by these By-laws on an owner or occupier of a Lot must be observed not only by such owner or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such owner or occupier. An owner or occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.

27. Repairs by the Body Corporate

27.1 Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such owner or occupier or of any of them, the Committee will 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. The amount of any such debt shall be deemed to be a liquidated debt due by the Owner to the Body Corporate

28. Contractors

28.1 An owner or occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

29. Notification of Infectious Diseases

29.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the owner or occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

30. Notices to be Observed

30.1 An owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

31. Rules Relating to Common Property

31.1 The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-laws and the same must be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

32. Times for Use of Recreation Areas

32.1 The Recreation Areas must not be used between the hours of 10.00 pm and 7.00 am or such other hours as agreed to by the Committee and the Caretaker and notified to owners and occupiers under by-law 31.

33. Construction/Sale of Lots

33.1 Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:

- (a) to place such signs and other advertising and display material in and about a Lot and above the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
- (b) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (c) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (d) to use the Common Property or other lots, in the Scheme to:
 - (i) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (ii) store building materials, vehicles, equipment or fill on the Scheme Land.

33.2 In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot owners, of their lots and the Common Property.

33.3 While any construction or building operations are occurring on the Scheme Land, Lot owners, occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

34. Sale of Lots

34.1 Whilst the Original Owner remains an owner of any Lot in the Scheme Land it and its respective servants and/or agents will be entitled:

- (a) to place such signs and other advertising and display material in and about a Lot and Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary; and
- (b) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.

35. No Objection

35.1 The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

36. By-Laws to be Exhibited

36.1 A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

37. Speed Limits

37.1 An owner or occupier of a Lot must not exceed the speed limit of 10kms per hour or such other speed nominated by the Committee from time to time and agreed to by the Caretaker (**'the Speed Limit'**) while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use its best endeavours to ensure that any invitees do not exceed the Speed Limit.

38. Recovery of Monies

38.1 If a person breaches the Act or these by-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Occupier of the relevant lot at the time the breach occurred.

39. Recovery of Costs

39.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST in respect of the costs and expenses) in connection with:

- (a) recovering levies or monies payable to the Body Corporate pursuant to the Act or these by-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these by-laws;
- (b) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot.

39.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate

39.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:

- (a) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
- (b) enter such costs and expenses against the levy account of the Owner.

39.4 In this by-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's lot.

39.5 The Body Corporate may include any costs payable to it under this by-law on any certificate issued in respect of the lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

40. Structural Alterations to the Interior of Lots

40.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this by-law will be payable by the relevant owner on demand.

41. Alterations to the Exterior of Lots and Further Development

41.1 Before any owner or occupier (including the Body Corporate) causes any Development to occur on Scheme Land the relevant party must seek the written consent of BG Developments (QLD) Pty Ltd ('the Developer') or any entity (excluding purchasers of separate allotments) which acquires the interest of the Seller in the remaining part of Varsity Lakes, the development of which the Scheme Land forms part.

41.2 The Developer may withhold consent to such development absolutely in its sole discretion, or grant it on conditions that it deems fit.

41.3 If the threshold requirements of by-law 45.1 are not met, then where an owner proposes to carry out work which will alter the exterior of any Lot, the Owner must follow the procedure set out below:

- (a) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) The Committee, on behalf of the Owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
- (c) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
- (d) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant owner, the proposal will be submitted to a general meeting of the Committee for permission to proceed with the works as approved by the architect.
- (e) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the owner to the Committee before it submits the plans and specifications to the architect for approval.

42. Auction Sales

42.1 An owner of a Lot must not permit any auction sale to be conducted or to take place in a Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

43. Access by Electricity Authority

43.1 If a lot contains an electricity meter and/or switchboard, an owner or occupier of that lot must make such meter and/or switchboard available for access at all times by all other owners and occupiers of lots in the Scheme Land

and by the relevant body administering the supply of electricity to lots in the Scheme Land.

44. Exclusive Use Space

44.1 The owners of Lots are entitled to the exclusive use of the Common Property nominated by the Original Owner to the Body Corporate from time to time ('Exclusive Use Space') which nominations (at the date of this Community Management Statement) are identified in Schedule E.

44.2 The Body Corporate must maintain and keep the Exclusive Use Space neat and tidy and keep all plants or grass properly tendered and watered and continue to perform its duties under the Act in respect of such Exclusive Use Space.

44.3 This grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate, the Committee and its properly appointed agents access at all reasonable times to the Exclusive Use Space for any proper purpose.

44.4 An owner or occupier of a Lot must not park any Motor Vehicle upon the Common Property unless the exclusive use of that part of the Common Property has been allocated or licenced to the owner or occupier respectively of the Lot for that purpose.

44.5 An owner or occupier must not fence or otherwise obstruct access to any Exclusive Use Space.

45. Air conditioners

45.1 An owner must not install an air conditioner in a Lot or on Common Property without the approval in writing of the Committee and any air conditioner installed pursuant to this by-law must be on a roof of a building and must not be visible from another lot, common property or other land surrounding the Scheme Land.

45.2 The Committee must not unreasonably withhold consent to approval under by-law 50.1 if the air conditioner does not detract from the overall amenity and appearance of the Scheme.

45.3 The owner of each air conditioner will be responsible for the maintenance and operation of the air conditioner installed under this by-law or already installed for the benefit of the lot.

46. Community Management Statement

46.1 The Development Approval requires the current and future Community Management Statement to contain the following:

- Maintain 37 onsite resident car parking spaces. Car parking spaces shall be allocated at a minimum of one (1) space per unit.
- Maintain 9 on site Visitor car parking spaces. All Visitor car parking spaces are to be clearly labelled as 'Visitor Parking'. Not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or commercial tenancy and Remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure between the hours of 7.00am to 10pm for bona fide visitors. Ongoing access is to be provided for bona fide visitors to all visitor parking spaces through the use of managed intercom system at security gates between the hours of 10.00pm to 7.00am.
- Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public.
- Maintain a suitable system of lighting, to operate from dusk to dawn, within all areas where the public will be given access including between vehicle entrances to the site and visitors' car parking spaces.
- Maintain all on site landscaping.
- All privacy screening devices are to remain fitted at all times; and
- The internal footpaths/pedestrian circulation routes, landscaping, driveway, and car/vehicle turning area as shown on the approved plans of layout is to be included in common property and is not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or tenancy.