

Cavanagh



This statement incorporates and must include the following:

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

- Schedule A - Schedule of Lot entitlements
- Schedule B - Explanation of development of Scheme Land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

Office use only

CMS LABEL NUMBER

1. Name of community titles scheme
Cavanagh Court Mitchelton

2. Regulation module
Accommodation

3. Name of Body Corporate
Body Corporate for Cavanagh Court Mitchelton Community Titles Scheme

4. Scheme land

Lot on Plan Description County Parish
Lots 1-22, 34-38 & 801 on SP 169058

Title Reference
Certificates of Title to Issue from #

Common property for Cavanagh Court Mitchelton Community Titles Scheme

Certificate of Title to Issue from # & #

5. Name and address of original Owner #

Defence Housing Authority of 26 Brisbane Avenue, Barton ACT

6. Reference to plan lodged with this statement

SP 169058

first community management statement only

7. Local Government community management statement notation

..... signed

..... name and designation

Brisbane City Council name of Local Government

8. Execution by original Owner/Consent of Body Corporate

Execution Date

*Execution

/ /

*Original Owner to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
1 on SP 169058	1	360
2 on SP 169058	1	360
3 on SP 169058	1	360
4 on SP 169058	1	365
5 on SP 169058	1	365
6 on SP 169058	1	360
7 on SP 169058	1	360
8 on SP 169058	1	360
9 on SP 169058	1	360
10 on SP 169058	1	360
11 on SP 169058	1	365
12 on SP 169058	1	365
13 on SP 169058	1	360
14 on SP 169058	1	360
15 on SP 169058	1	365
16 on SP 169058	1	365
17 on SP 169058	1	360
18 on SP 169058	1	360
19 on SP 169058	1	365
20 on SP 169058	1	365
21 on SP 169058	1	360
22 on SP 169058	1	360
34 on SP 169058	1	360
35 on SP 169058	1	360
36 on SP 169058	1	360
37 on SP 169058	1	375
38 on SP 169058	1	375
801 on SP 169058	1	3960
TOTALS	28	13750

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. The allocation of CSLE is reflective of the matters and principles set out in the explanation in this Schedule A. When allocating the lot entitlements to be included in the CSLE, each of the factors stated below impacts on the allocation in the following ways:

1. Structure of the Scheme

Different lots in the scheme utilise common property to a greater extent depending upon their location in the scheme

2. Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the

common property based on the external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra large external surface area.

3. The Purpose for which the Lots are Used

Each of the lots in the scheme are used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**GENERAL**

The Scheme Land is made up a of the Cavanagh Court Mitchelton community titles scheme [insert number]

Staged Development

This is a staged development. It is proposed that at completion of the first stage of the development there will be 28 lots in the Scheme Land. In the second stage of the development Lot 801 being part of the Scheme Land will be further subdivided by a Standard Format plan of subdivision and recording of the community management statement to create a further 11 Lots (creating Lots 23 to 33) in the Scheme Land. At completion of both stages of the development the Scheme Land will contain 38 lots and Common Property.

The development of stage one and two will be subject to:

- (i) The requirements of the development approval or permit obtained for development of the Scheme Land; and
- (ii) ~~The Local Government requirements for completion of works prior to sealing of plans of subdivision for the second stage of the development.~~

The Original Owner may undertake construction of each stage at the same time or progressively;

Stage one and stage two developments are illustrated on the attached concept drawing which is only illustrative and does not fix a location of buildings, improvements, exclusive use areas or common property or the internal or external boundaries of any of them all of which are subject to:

- (i) Final surveys on completion of construction and/or placement of the buildings, improvements and utility infrastructure on or within the Scheme Land; and
- (ii) Completion of any other works, including landscaping, required to be undertaken under the terms of any relevant approval for the development issued by the Local Government or other relevant authority.

ATTACHMENT "A"

**Concept Plans
(See Schedule B)**

SCHEDULE C BY-LAWS**DEFINITIONS**

In these By-laws:-

- (1) "Act" means the Body Corporate and Community Management Act 1997 as amended from time to time;
- (2) "Body Corporate" means the Body Corporate for Cavanagh Court Mitchelton Community Titles Scheme;
- (3) "Building" means the Building contained within the Scheme Land;
- (4) "Common Property" mean the Common Property for the Scheme;
- (5) "Courtyard Garden" means the fenced outdoor area directly adjoining a Lot as identified on the plan contained in Schedule E marked "C";
- (6) "the Committee" means the committee for the Body Corporate;
- (7) "Local Authority" means any state or local government body, department or authority;
- (8) "Lot" means a Lot in the Scheme;
- (9) "Original Owner" means Defence Housing Authority or its successors and assigns of the whole of the Scheme Land;
- (10) "Owner" means the registered owner of a Lot and/or occupants of a Lot and their invitees;
- (11) "Scheme" means Cavanagh Court Mitchelton Community Titles Scheme containing the Lots and the Common Property;
- (12) "Scheme Land" means the Lots and Common Property contained within the Scheme;
- (14) "Services" means all water, sewerage, air-conditioning plant and equipment, electricity, gas, fire, security and other services or systems located within the Scheme Land.

1. Vehicles

- 1.1 Owners must not park or stand any motor vehicle on any part of the Common Property or any other areas which provide vehicular access other than designated parking spaces without the approval in writing of the Body Corporate. Any approval so given may be withdrawn by the Body Corporate by giving seven (7) days notice in writing.

2. Roadways

- 2.1 The roadways, pathways, drives and other Common Property which provide access to the Scheme Land shall not be obstructed by an Owner or used by an Owner for any purpose other than ingress and egress to and from their parking areas.
- 2.2 Owners shall not:-
 - (a) drive or permit to be driven any motor vehicles in excess to two (2) tonnes weight onto or over the Common Property providing access to the Scheme Land;
 - (b) permit any invitees' vehicles to be parked on any accessways or Common Property other than designated visitor carparking areas;

- (c) permit any boat, trailer, caravan, campervan or mobile home onto over or through the Common Property for the Scheme Land without first obtaining the consent of the Body Corporate;
- (d) exceed the speed limit of 5 kilometres per hour;

3. Obstruction

3.1 Owners shall not:-

- (a) obstruct the lawful use of the Common Property by any person;
- (b) interfere with or obstruct the Caretaker from performing his duties or exercising his rights;
- (c) Interfere with any services on the Common Property.

4. Damage and use of gardens on Common Property

4.1 Owners shall not:-

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) except with the approval in writing of the Body Corporate, use for his own purpose as a garden any portion of the Common Property. This by-law is to read subject to by-law 32.

5. Damage to Common Property

5.1 Owners 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 except with the consent in writing of the Body Corporate but this by-law does not prevent an Owner or person authorised by him from installing:-

- (a) any locking or other safety device for protection of a Lot against intruders; or
- (b) any screen device to prevent entry of animals or insects upon a Lot in accordance with by-law 27.

5.2 Any locking or safety device or screening must be installed in a workman-like manner and be maintained in a state of good and serviceable repair by the Owner.

Depositing Rubbish on Common Property

6.1 Owners shall not deposit or throw upon the Common Property any rubbish, dirt, 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.

7. Instructions to Contactors

7.1 Owners shall not directly instruct any contractors or workman employed by the Body Corporate unless so authorised.

8. Garbage

8.1 Owners shall:-

- (a) dispose of their garbage in the appropriate receptacles, and shall assist in keeping those areas clean and dry;
- (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 Owners of any other Lots is not adversely affected by his disposal of garbage;

8.2 Owners shall within 24 hours from collection of garbage retrieve their bin from the Common Property and store it in their Courtyard Garden.

9. Appearance of Building

9.1 Owners shall not:-

- (a) except with the consent in writing 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 a Lot in such a way as to be visible from outside the Lot, the Common Property or any other Lot;
- (b) without the Body Corporate's written approval, make a change to the external appearance of the Lot;
- (c) install, renovate or replace curtains, vertical blinds or other window and door covers visible from outside the Lot unless curtains have white backing or some other backing or other colour backing approved by the Body Corporate;
- (d) place any items on the balcony of a Lot with the exception of chairs, tables, barbecues and pot plants without the consent in writing of the Body Corporate, and shall keep such areas neat and tidy and well presented at all times;
- (e) enclose any balcony or terrace with shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and only with the written approval of the Body Corporate.

10. Inflammable Liquids, gases or Other Materials

10.1 Owners shall not bring onto, or do anything in a Lot which shall increase the rate of fire insurance of any Lot on the Scheme Land or which may conflict with the law and/or regulations relating to fires or any insurance policy held over the Scheme or the regulations of any Public Authority.

11. Keeping of Animals

11.1 The Owner or occupier of a Lot may keep a maximum of one animal, a cat or dog which weighs up to and including 10 kilograms, in the Lot as long as the animal:-

- (a) does not disturb others;
- (b) is a domesticated pet;
- (c) is toilet trained;
- (d) that the pet wears an identification tag clearly showing the owner's address and phone number; and
- (e) that the pet or other animal is kept clean, quiet and controlled at all times whilst in the Lot and if a dog on a leash when on Common Property.

11.2 If challenged, the Owner or occupier has the onus of proof (balance of probabilities) with respect to the matters contained in by-law 11.1.

11.3 Subject to by-law 11.1 the Owner or occupier must not, without the Body Corporate's written approval:-

- (a) bring an animal onto, or keep an animal on, a 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.

11.4 Subject to by-law 11.1, each Owner or occupier must obtain the Body Corporate's written approval before bringing, or permitting a guest to bring, an animal onto a Lot or the Common Property.

11.5 The Body Corporate may order an animal to be removed from the Scheme Land if the animal does not meet all or is in breach of any of the criteria set out in by-law 11.1.

Title Reference [Title Reference]

11.6 Any pet or other animal found running loose on the Common Property may be detained by the Caretaker and such pet or other animal will only be released to its owner upon payment to the Body Corporate of a handling charge of \$50 or such other amount as the Body Corporate may from time to time determine.

11.7 The Owner or occupier must clean up after the Owner or occupier's pet.

12. Right of Entry

12.1 Owners shall, upon receiving reasonable notice from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to a Lot for the purpose of carrying out works or effecting repairs on any Services.

13. Noise

13.1 Owners, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other proprietors or occupiers of Lots or any person lawfully using the Common Property. In particular Owners shall not hold or permit to be held any social gathering in a Lot which would cause noise which interferes with the peace and quiet enjoyment of any other Owner, at any time of day or night and shall comply with the statutory or Local Authority noise regulations.

13.2 In the event of any unavoidable noise emanating from a Lot at any time the Owner shall take all practical steps to minimise the noise emanating and the annoyance to other Owners by closing all doors, windows and curtains of the Lot;

13.3 Guests leaving Lots after 11.00pm shall be requested by the Owners to leave quietly;

13.4 Owners shall not operate or permit to be operated upon the Scheme Land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment which interferes with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in another Lot.

13.5 Owners shall not operate or permit to be operated upon the Common Property any device that emits amplified music.

14. Use of Lots

14.1 Owners shall not use Lots or permit Lots to be used otherwise than as a private residence and shall not allow Lots to be used for any purpose which, may cause a nuisance or hazard, are illegal or immoral, or may endanger the safety or good reputation of persons residing within the Scheme.

14.2 Owners may use Lots for the purpose of conducting business from a home office on the proviso that they have obtained the prior approval in writing of the Body Corporate together with all necessary Local Authority approvals.

15. Alteration to Lots and Common Property

15.1 Owners shall not construct or permit the construction or erection of any fence, pergola, screen awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Body Corporate and any approvals required by Law. Owners shall not be allowed to enclose external balconies.

15.2 Any alterations made to Lots or fixtures or fittings attached to Lots shall be carried out by registered tradesmen and in accordance with Local Authority requirements and any requirement of any State or Federal Laws.

15.3 Owners shall not be entitled to carry out any alterations to Lots affecting any structural walls contained within the Lot or carry out any other works which may affect the structural integrity of the Lot or the Building;

15.4 Any alteration made to Common Property or fixture or fitting attached to Common Property, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner who made the alteration or attached the fixtures or fittings to the Common Property.

16. Maintenance of Lots

16.1 Owners shall be responsible for the maintenance of Lots and shall ensure that Lots are kept and maintained so as not be offensive in appearance to other Owners through the accumulation of excess rubbish or otherwise and shall take all practical steps to prevent infestation by vermin and/or insects.

17. Replacement of Glass

17.1 Windows shall be kept clean and promptly replaced by the Owner or occupier of the Lot with fresh glass of the same kind and weight as at present if broken or cracked.

18. Behaviour of Invitees

18.1 Owners shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of Owners of other Lots or any other person lawfully using Common Property.

18.2 Owners 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 Owner or their invitees.

18.3 Where the Lot is subject to a lease or a licence agreement, Owners shall take all reasonable steps, including taking any action available under such lease or licence agreement, to ensure that the lessee or licensee or any other occupants comply with the provisions of these by-laws.

18.4 The duties and obligations imposed by these by-laws on Owners shall be observed not only by the Owners but also by the guests, servants, employees, agents, children, invitees and licensees of such Owners.

18.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these by-laws by any Owner or the guests, servants, employees, agents, children, invitees, or licensees of an Owner, the Committee 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.

19. Auction Sales and Open Houses

19.1 Owners shall not permit any open house or auction sale to be conducted or to take place in a Lot or on the Scheme Land without the prior approval in writing of the Committee of the Body Corporate. This by-law shall not apply to the Original Owner whilst the Original Owner is an Owner.

20. Correspondence and Requests to the Secretary of the Body Corporate

20.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate.

21. Display Unit

21.1 Whilst the Original Owner remains a proprietor of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains a proprietor as a display unit and shall be entitled to allow prospective purchasers to inspect any display unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Building, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

22. Copy of By-laws to be produced

22.1 Where a Lot is leased or rented, the Owner shall provide the lessee or tenant with a copy of the by-laws for the time being in force in respect of the Scheme.

23. Recovery of Costs and Levies

23.1 Owners shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) and any tax payable on these levies including Goods and Services Tax (if any) which amounts shall be deemed to be a liquidated debt due, in recovering all and any levies or monies duly levied upon such Owner by the Body Corporate pursuant to the Act.

24. Power of Committee

24.1 The Committee may make rules relating to the Common Property not inconsistent with these by-laws and the same shall be observed by Owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

25. Grounds and Gardens Maintenance

25.1 Owners shall not ring bark, cut down, lop, remove, poison, injure or wilfully destroy the whole or any part of any tree or shrub located on the Common Property without first making written application to and gaining written approval from the Committee.

25.2 Owners shall not plant any additional trees and shrubs on a Lot or Common Property without prior written permission of the Body Corporate.

26. Office Bearers

26.1 Every member for the time being of the Committee of the Body Corporate shall be indemnified by the Body Corporate out of its funds and assets against personal liability for the acts, omissions, neglects or defaults of any other members of the Committee or for any loss or liability occasioned to the Body Corporate by any judgement or oversight on his part or for any other loss, damage or misfortune whatever which shall happen during the course of the execution of the duties of office or in relation thereto and shall be further indemnified in similar manner against any liability incurred by the member defending any proceedings, whether criminal or civil, in respect of any such act, omission, neglect, default, error or oversight.

27. Security Screens

~~27.1 Owners may, with the consent of the Committee:~~

- (a) install security screens and security doors in a colour to match the window frames of their Lot provided that Owners have all approvals required by law;
- (b) Owners shall be responsible for all costs associated with the purchase, installation, repair and maintenance of these additions.

28. Power of Body Corporate to Enter into Agreements

28.1 The Body Corporate shall have the power by ordinary resolution of an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to enter into agreements:-

- (a) for the purpose of the supply of utilities to the Scheme Land;
- (b) for the maintenance of any security system or firefighting system on the Scheme Land;
- (c) for the management, maintenance and repair of the Building and Common Property;
- (d) for the gardening and cleaning of the Common Property;

28.2 The Body Corporate shall not:-

- (a) allow any person or corporation other than the duly appointed Caretaker and the owners of Commercial Lots to use any part of the Building or Common Property;
- (b) allow any person or corporation other than the duly appointed Caretaker to provide any service to the Body Corporate from any part of the Building or Common Property;
- (c) directly or indirectly carry on or be concerned in or allow any person or corporation in its employ to carry on or be concerned in the business of the caretaking, maintenance, cleaning and gardening or letting of Scheme Land.

29. Security Equipment

- 29.1 All security equipment installed on Common Property and used in connection with the provision of security for the Scheme Land shall, with the exception of that equipment installed upon any Lot be and remain the property of the Body Corporate. All security equipment, (with the exception of that equipment installed upon any Lot which shall be maintained at the cost and expense of the Owner of the Lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- 29.2 In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of any of the security systems put in place by the Body Corporate.
- 30. Security Access Cards and Keys**
- 30.1 If the Body Corporate in the exercise of any of its powers under these by-laws restricts an Owner access to any part of the Common Property by means of lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers thereof available to Owners on payment of such reasonable charge as may be determined from time to time by the Body Corporate.
- 30.2 Owners to whom any key or operating system is provided pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot by such Owner) to ensure the key or operating system is returned to the Owner or the Body Corporate upon the lessee or licensee ceasing to be an occupier of the Lot.
- 30.3 Owners shall not without prior approval in writing of the Body Corporate duplicate the key or operating system and shall take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another Owner.
- 30.4 Owners shall notify the Body Corporate immediately if a key or operating system is destroyed or lost.
- 31. Balcony**
- 31.1 Owners shall not place any plants on balconies which may obstruct the view of another Lot or be of a species which may cause damage to the Common Property or inconvenience to the occupier of another Lot. Owners must ensure that no water runs or seeps from their balcony into another Lot or the Common Property.
- 32. Exclusive Use Area – Courtyard Garden**
- 32.1 The Owner of each Lot is granted the exclusive use of the Courtyard Garden which is part of the Common Property and is identified by the plan contained in Schedule "E" and marked "C" on the following conditions:-
- (a) the Owner shall not construct any structure in his Courtyard Garden without the consent of the Body Corporate. In the event that the Body Corporate is agreeable to the Owner constructing a structure in the Courtyard Garden any improvement or structure must not be visible from the street or Common Property;
 - (b) the Owner is responsible for keeping his Courtyard Garden in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense;
 - (c) the Owner acknowledges that Courtyard Garden may be used by Owners for their use only and shall not be entitled to assign or in any way dispose of their rights to the use of any Courtyard Garden with the exception that the right to the use of any Courtyard Garden may be licensed to the same person who leases a Lot from an Owner provided that the licence to use the Courtyard Garden is for the same term as the lease of the Lot.
- 33. Maintenance of Air Conditioning Equipment**
- 33.1 Owners shall be responsible for the maintenance and servicing of all air-conditioning plant or equipment located within the Lots at the Owner's expense.
- 34. Pay Television and Communications Services**
- 34.1 This by-law applies if an Owner wants to supply pay television or communications services to a Lot. The Body Corporate may allow an Owner to install equipment on Common Property and to connect that equipment to the

common electricity supply. The Body Corporate may enter into an agreement with the Owner with respect to the installation, maintenance and removal of the equipment.

34.2 An Owner may with the prior approval in writing of the Body Corporate install a pay television satellite dish on the Lot.

35. Acoustics

35.1 An Owner or occupier must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-

- (a) remove, install or reinstall any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 60 db under relevant Building Code Regulations and is suitably acoustically treated and so the floor remains structurally sound; or
- (b) interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 60 db under the relevant Building Code Regulations.

35.2 When removing or installing any hard floor surface (for example timber or tile), pursuant to by-law 35.1(a):-

- (a) the insurance of the work during the installation is to be the responsibility of the Owner or occupier of the Lot;
- (b) all costs associated with the work are to be met by the Owner or occupier of the Lot;
- (c) any Common Property damaged as a consequence of installation is to be fully reinstated at the expense of the Owner of the Lot;
- (d) the Owner of the Lot is to be responsible for the cleaning of the Common Property areas used to transport materials and waste relating to the installation;
- (e) the Owner of the Lot is responsible for removal from the Lot and any Common Property of all surplus materials;
- (f) any Body Corporate costs in providing the approval are to be met by the Owner of the Lot;
- (g) upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 35.1. When preparation of the floor is completed, the Committee is entitled to inspect prior to any timber being laid;
- (h) the Owner or occupier of the Lot's contractor must park in the designated visitor carparking areas; and
- (i) hours of work of the contractor are to be between 9.00am to 4.00pm Monday to Friday.

36. Bulk Supply of Utilities

36.1 The Body Corporate may at its election supply or engage another person to supply utilities in the Scheme Land and in such case the following will apply:-

- (a) "Utility" means: pay TV, electricity, gas, water, broadband services and the like;
- (b) the Body Corporate has the power to enter into a contract for the purchase of reticulated utility, on the most economical basis, for the whole of the Scheme Land from the relevant authority;
- (c) the Body Corporate has the power to sell reticulated Utility to each Owner or occupier in the Scheme Land provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or occupier for the supply of electricity direct from the relevant Electricity Authority;

- (d) each Owner or occupier must purchase and use all Utility consumed in the Owner's or occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- (e) the Body Corporate is not required to supply to any Owner or occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- (f) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (g) the Body Corporate may render accounts to each Owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these by-laws, then a Owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or occupier became the Owner or occupier of that Lot;
- (i) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction; and / or
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
- (j) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (k) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

39. Signs

- 39.1 An Owner of a Lot shall not paint, erect affix or display or permit to be painted, erected, affixed or displayed any signs, posters, placards, banners or advertising on any part of the Common Property without first obtaining the Body Corporate's consent in writing. This by-law shall not apply to the Original Owner whilst the Original Owner is an Owner.

40. Mail

- 40.1 An Owner of a Lot shall clear the mailbox allocated to it a daily basis.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

A service location diagram is attached and marked "A"

Table of Statutory Easements

Lots on Plan	Statutory Easements	Service Location Diagram
Lots 1-22, 34-38 & 801 on SP 169058	Water, Electricity, Telstra, Sewerage, Gas, Stormwater, Support and Maintenance of building close to boundary.	A
Common Property of Cavanagh Court Mitchelton Community Title Scheme	Water, Electricity, Telstra, Sewerage, Gas, Stormwater, Support and Maintenance of building close to boundary.	A

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan Number	Exclusive use of Courtyard Garden
1 on SP 169058	Number 1a as shown on plan attached and marked "C"
2 on SP 169058	Number 2a as shown on plan attached and marked "C"
3 on SP 169058	Number 3a as shown on plan attached and marked "C"
4 on SP 169058	Number 4a as shown on plan attached and marked "C"
5 on SP 169058	Number 5a as shown on plan attached and marked "C"
6 on SP 169058	Number 6a as shown on plan attached and marked "C"
7 on SP 169058	Number 7a as shown on plan attached and marked "C"
8 on SP 169058	Number 8a as shown on plan attached and marked "C"
9 on SP 169058	Number 9a as shown on plan attached and marked "C"
10 on SP 169058	Number 10a as shown on plan attached and marked "C"
11 on SP 169058	Number 11a as shown on plan attached and marked "C"
12 on SP 169058	Number 12a as shown on plan attached and marked "C"
13 on SP 169058	Number 13a as shown on plan attached and marked "C"
14 on SP 169058	Number 14a as shown on plan attached and marked "C"
15 on SP 169058	Number 15a as shown on plan attached and marked "C"
16 on SP 169058	Number 16a as shown on plan attached and marked "C"
17 on SP 169058	Number 17a as shown on plan attached and marked "C"
18 on SP 169058	Number 18a as shown on plan attached and marked "B"
19 on SP 169058	Number 19a as shown on plan attached and marked "C"
20 on SP 169058	Number 20a as shown on plan attached and marked "C"
21 on SP 169058	Number 21a as shown on plan attached and marked "C"
22 on SP 169058	Number 22a as shown on plan attached and marked "C"
34 on SP 169058	Number 34a as shown on plan attached and marked "C"
35 on SP 169058	Number 35a as shown on plan attached and marked "C"
36 on SP 169058	Number 36a as shown on plan attached and marked "C"
37 on SP 169058	Number 37a as shown on plan attached and marked "C"
38 on SP 169058	Number 38a as shown on plan attached and marked "C"
801 on SP 169058	[to be completed]