

Administrative by-laws

1 Definitions and interpretation

1.1 In these by-laws the following terms have the meanings ascribed to them unless the context otherwise requires:

Term	Assigned meaning
Act	the <i>Body Corporate Community Management Act 1997</i> (Qld).
Alter	the erection of a building, a structural change or a non-structural change of any kind, the carrying out of any works or the causing of any damage.
Approved Booking	a booking request by an Owner or Occupier that is approved in writing by the Body Corporate. The Body Corporate may impose conditions of any approval under an Approved Booking, which may include, but are not limited to, timeframes of use, condition of Common Property upon the end of the booking and requiring measures to avoid Unreasonable Noise.
Body Corporate	the body corporate established upon the registration of the Scheme.
Caretaking Service Contractor	a service contractor for the Scheme who is also a letting agent for the Scheme.
Charging Equipment	includes any device, infrastructure or equipment used for the purposes of charging, or re-charging, an Electric Vehicle including, but not limited to, a charging station or a mobile trickle charger which may be connected to a power outlet.
Common Property	Scheme Land that is not included in a Lot.
Electric Vehicle	includes any Vehicle which employs, as a means of propulsion, electronic current, whether alone or in combination with an internal combustion engine, which is charged from a source external to the Electric Vehicle.
Guide, Hearing or Assistance Dog	means a guide, hearing or assistance dog pursuant to the <i>Guide, Hearing and Assistance Dogs Act 2009</i> (Qld).
Hard Flooring	timber, tiles, vinyl, marble or any other equivalent material.
Inside Area	in relation to a Lot or exclusive use area, an area that is not an Outside Area.
Letting Agent	a person conducting the business of acting as agent of an Owner for securing, negotiating or enforcing leases or occupancies for a Lot.
Lot	a lot in the Scheme.
Occupier	any person that occupies a Lot, including an Owner if the Owner occupies a Lot.
Outside Area	includes any of the following areas: a balcony, a courtyard, a patio or a verandah.
Owner	an owner of a Lot.

Prescribed Area	a floor area that is situated directly above a habitable area (which does not include common property recreation areas, kitchens or bathrooms).
Scheme	the scheme identified in this community management statement.
Scheme Land	a Lot or Common Property within the Scheme.
Smoke	to have control over an ignited smoking product or inhale through a personal vaporiser or hookah.
Unreasonable Noise	noise that creates a nuisance, hazard or interferes unreasonably with the use or enjoyment of a Lot or the Common Property.
Vehicle	cars, motorbikes, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
Visitor	a person invited onto Scheme Land by an Owner, Occupier or Visitor.

1.2 In the interpretation of these by-laws unless the context otherwise requires:

- (a) words and expressions defined in clause 1.1 or elsewhere have the meaning ascribed to them;
- (b) terms not defined in clause 1.1 or elsewhere but which are defined in the Act have the meanings given to them in the Act;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) clause headings are inserted for convenience only and are not to be used in the interpretation or construction of these by-Laws;
- (e) words importing any gender include all other genders;
- (f) words importing the singular include the plural and vice versa;
- (g) a reference to a clause is a reference to a clause of these by-laws;
- (h) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (i) a reference to anything (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (j) a reference to a statute, regulation, proclamation, ordinance, standard, or by-law includes all statutes, regulations, proclamations, ordinances, standards or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (k) where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;

- (l) all by-laws must be constructed so as to be valid, legal and enforceable in all respects. If any by-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid, or enforceable as may be reasonable in the circumstances so as to give valid operation of a partial character. If any such by-law cannot be read down, it is deemed void and severed and the remaining by-laws are not in any way affected or impaired;
- (m) these by-laws must be read in conjunction with the Owner's and Occupier's obligations under the Act.

2 Applicability to visitors

- 2.1 Occupiers must take reasonable steps to ensure that their Visitors comply with these by-laws on the basis that the by-laws apply to Visitors to the extent that the by-laws apply to the Occupier.

3 Occupier details

- 3.1 An Owner must provide the details of any Occupier of the Owner's Lot (irrespective of the length of the Occupier's occupancy of the Lot and irrespective of whether the Occupier is a tenant or owner), including but not limited to:
 - (a) name;
 - (b) service address;
 - (c) email contact address;
 - (d) telephone contact number;
 - (e) the name and email contact address for the Letting Agent (if applicable);
 - (f) tenure of occupation of the lot;
 - (g) vehicle registration number, if the vehicle will enter scheme land; and
 - (h) any other information reasonably requested by the Body Corporate.

Regulating conduct and interferences

4 Nuisances

- 4.1 Owners and Occupiers must:
 - (a) not use or permit the use of a Lot or the Common Property in a way that:
 - (i) causes a nuisance;
 - (ii) causes a hazard;
 - (iii) interferes unreasonably with the use or enjoyment of another Lot or the Common Property;
 - (b) communicate with the Body Corporate, Body Corporate Contractors, Owners or Occupiers in a way that is reasonable; and

- (c) ensure that when the Lot is used, sufficient floor coverings are installed in the Lot to prevent the transmission of Unreasonable Noise from the Lot.

5 Smoking

5.1 Owners and Occupiers must not Smoke on Scheme Land unless the smoking is in:

- (a) an Inside Area forming part of their Lot or exclusive use area; and
- (b) a way that does not cause a nuisance, hazard or unreasonable interference with another person's use and enjoyment of the Common Property or a Lot.

6 Parking and Vehicles

6.1 An Owner, Occupier or Visitor must not, without the written approval of the Body Corporate:

- (a) use a Vehicle in a way which creates a hazard; or
- (b) park a Vehicle on the Common Property except if the parking is:
 - (i) by an Occupier in a designated car wash cleaning bay;
 - (ii) by a Visitor in a designated visitor car park; or
 - (iii) authorised in an exclusive use by-law.

6.2 An Owner or Occupier must provide to the Body Corporate the details of any Vehicles used by an Owner or Occupier on Scheme Land, including the registration number of the Vehicle.

6.3 A Visitor who parks in the designated visitor car park must display a notice on its Vehicle which includes:

- (a) the Visitor's contact details, including a phone number, email and postal address; and
- (b) the full name and lot number of the Owner or Occupier who the Visitor is visiting.

Note - an Owner or Occupier's Vehicle can be towed from the Common Property if parked in contravention of these by-laws without the Body Corporate being first required to send a contravention notice or make a dispute resolution application.

7 Works

7.1 Requirement for approval

An Owner or Occupier must not, without the written approval of the Body Corporate, Alter:

- (a) the Common Property; or
- (b) their Lot unless the works are of a cosmetic nature that:
 - (i) does not affect another Lot or the Common Property; or
 - (ii) cannot be seen from another Lot or the Common Property.

7.2 Conditions of approval

The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:

- (a) the improvement must be substantially in accordance with the plans and specifications provided to the Body Corporate detailing the way the Owner or Occupier is to Alter the Lot or Common Property;
- (b) the way that the Owner or Occupier Alters the Lot or Common Property is:
 - (i) carried out by suitably qualified persons in accordance with any building requirements;
 - (ii) carried out as soon as reasonably practicable;
 - (iii) carried out in a way that does not cause a nuisance or unreasonable interference with Occupiers of other lots; and
 - (iv) suitably insured; and
- (c) the owner of the Lot must maintain any works in a good and structurally sound condition.

7.3 If the Alteration relates to Hard Flooring in a Prescribed Area, the Body Corporate may impose conditions of approval under this by-law, which may include, but are not limited to:

- (a) prior to the installation of the Hard Flooring, the Owner must obtain advice from a recognised acoustic consulting company which considers (**Initial Advice**):
 - (i) suitable floor treatments to ensure that any Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Installation Requirements**); and
 - (ii) the level of floor impact isolation rating required to ensure the Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Minimum Standard**); and
 - (iii) the current level of floor impact isolation rating for the floor (**Current Standard**);
- (b) the Owner must provide the Body Corporate a copy of the Initial Advice;
- (c) the Owner must ensure that any Hard Flooring is installed with materials so as not to cause an unreasonable interference or nuisance to another Occupier and include the Installation Requirements;
- (d) any Hard Flooring must meet the following requirements after the Hard Flooring is installed (**Required Standard**):
 - (i) for areas where Hard Flooring already exists - a floor impact isolation rating of at least the greater of:
 - (A) the Minimum Standard; or
 - (B) the Current Standard; or
 - (ii) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard; and
- (e) upon completion of the Hard Flooring installation:

- (i) the Hard Flooring shall be further tested to ensure that Required Standard has been met (**Final Test**); and
- (ii) the Owner must provide the Body Corporate the results of the Final Test.

8 Electric Vehicles

8.1 Requirement for approval

An Owner or Occupier must not, without the written approval of the Body Corporate, install or use Charging Equipment for an Electric Vehicle within the Scheme.

8.2 Electric Vehicles

The Body Corporate may impose a condition of approval under this by-law relating to the installation of Charging Equipment or charging of an Electric Vehicle including, but not limited to:

- (a) an Owner or Occupier must arrange, in a manner approved by the Body Corporate, for the installation of a separate meter for the purposes of measuring the electricity consumed by the Charging Equipment;
- (b) an Owner or Occupier must not connect the Charging Equipment to the common property electricity supply;
- (c) an Owner or Occupier must, at the request of the Body Corporate, enter into an agreement to regulate the supply and costs associated with the Charging Equipment;
- (d) an Owner or Occupier must obtain and provide to the Body Corporate, if requested by the committee:
 - (i) a report from a suitably qualified fire engineer which confirms:
 - A the fire prevention mechanisms which should be implemented with respect to the Charging Equipment (**Mechanisms**); and
 - B that the Charging Equipment:
 - I incorporates the Mechanisms; and
 - II does not pose an unacceptable fire risk to the building.
 - (ii) confirmation from the Body Corporate's insurance provider that the Charging Equipment does not affect the Body Corporate's insurance policies;
 - (iii) a report from a suitably qualified energy consultant which confirms that the infrastructure at the Scheme has the capacity to service the Charging Equipment;
 - (iv) a certificate of compliance from a suitably qualified electrician; and
 - (v) advice from a suitably qualified contractor which confirms that the Charging Equipment meets an appropriate ingress protection rating with respect to the intrusion of dust or liquid; and
- (e) an Owner or Occupier must ensure that a circuit breaker is installed to regulate the Charging Equipment;

- (f) an Owner or Occupier must ensure that the charging end point is wired directly to the charging station as near as practicable to the Electric Vehicle;
- (g) an Owner or Occupier must comply with the installation requirements as determined by the Body Corporate in consultation with a suitably qualified contractor;
- (h) an Owner or Occupier must alter the Charging Equipment at the request of the Body Corporate, if such alteration is required to more equitably provide for the provision of Charging Equipment to other Owners and Occupiers;
- (i) an Owner or Occupier must carry suitable insurance with respect to any damage that may be caused by the Charging Equipment or Electric Vehicle and provide copies of any policies to the Body Corporate upon request;
- (j) an Owner or Occupier must comply with any requests from the Body Corporate or the Body Corporate's insurance provider in relation to the use of the Charging Equipment or Electric Vehicle;
- (k) the Charging Equipment and Electric Vehicle must be kept in good condition; and
- (l) if the Electric Vehicle is involved in a motor vehicle accident, an Owner or Occupier must have the Electric Vehicle inspected by a suitably qualified contractor to confirm that the Electric Vehicle has not sustained any damage which may make the Electric Vehicle volatile or pose a danger to the building.

9 External appearance

- 9.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, do anything which changes the external appearance of the Lot which is visible from another Lot, the Common Property or from outside the Scheme.

For example - the erection of external blinds or awnings, the enclosure of a patio or balcony, the erection of aerials or satellite dishes and the installation of an air-conditioning unit, the placement of washing, clothes, signs or advertisements.

10 Use of Lots

- 10.1 An Owner or Occupier must not, without the written approval of the Body Corporate, use their Lot:
- (a) for anything other than the purpose that the Lot was designed for; or
 - (b) if the owner or occupier of the Lot is not the Caretaking Service Contractor, in a way which competes with the Caretaking Service Contractor.
- 10.2 An Owner or Occupier must ensure that their Lot is not used in a way which is unlawful including, but not limited to, having regard to the development approval conditions applicable to the Scheme.

11 Obstruction

- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct the Common Property;
 - (b) place items on, or use for storage, the Common Property;

- (c) exclusively use the Common Property without an authorising exclusive use by-law.

12 Auctions

- 12.1 An Owner must not, without the written approval of the Body Corporate, carry out an auction on their Lot or the Common Property.

13 Garage sale

- 13.1 An Occupier must not, without the written approval of the Body Corporate, carry out a garage sale on their Lot or the Common Property.

14 Body Corporate contractors

- 14.1 An Owner or Occupier must not, without the written approval of the Body Corporate, provide instructions to contractors of the Body Corporate.

15 Animals

15.1 Requirement for approval

- 15.2 An Owner or Occupier must not bring or keep an animal in their Lot or the Common Property:

- (a) without the written approval of the Body Corporate; or
- (b) unless:
 - (i) the Owner or Occupier is a person with a disability under the *Guide, Hearing and Assistance Dogs Act 2009* (Qld);
 - (ii) the Owner or Occupier relies on a Guide, Hearing or Assistance Dog; and
 - (iii) the animal is a Guide, Hearing or Assistance Dog.

15.3 Conditions of approval

- 15.4 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to the conditions set out in this by-law.
- 15.5 If an Owner or Occupier brings or keeps an animal in their Lot or the Common Property, unless approved to the contrary by the Body Corporate:
 - (a) the animal must be kept within the Lot and not allowed to roam the Common Property;
 - (b) the Owner or Occupier must ensure that when passing through Common Property, the animal is suitably restrained or carried;
 - (c) the animal must be registered with the council, if the animal is a type that allows council registration; and
 - (d) the animal must carry an identification tag with the Owner or Occupier's details.

16 Waste

- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) leave waste on the Common Property other than in a designated waste bin designed for keeping the type of waste being disposed of;
 - (b) overfill a designated waste bin; or
 - (c) dispose of waste in a way which is not adequately bagged.

17 Letterbox

- 17.1 An Owner or Occupier must not, without the written approval of the:
- (a) Body Corporate, use or interfere with a letterbox designated for the Body Corporate; or
 - (b) other relevant Lot Occupier, use or interfere with a letterbox designated for another Lot.

18 Access keys

- 18.1 An Owner or Occupier must:
- (a) not, without the written approval of the Body Corporate:
 - (i) interfere or tamper with or copy an access key for the Common Property or a Lot; or
 - (ii) use an access key for which they are not authorised to use; and.
 - (b) notify the Body Corporate if they lose possession of an access key for which they are authorised to use.

19 Restricted areas

- 19.1 An Owner or Occupier must not, without the written approval of the Body Corporate, access an area that has been restricted by the Body Corporate.

20 Use of utility infrastructure

- 20.1 An Owner or Occupier shall not, without the prior approval of the Body Corporate, use or interfere with any utility infrastructure.

Note – this includes the use of electrical outlets located on the common property.

21 Short term accommodation

- 21.1 If an Owner or Occupier lets out a Lot for a period of 3 months' or less then, unless the Body Corporate approves otherwise:
- (a) the Owner must provide the details of any Occupier of the Owner's Lot, including but not limited to:
 - (i) name;

- (ii) service address;
 - (iii) email contact address;
 - (iv) telephone contact number;
 - (v) the name and email contact address for the Letting Agent (if applicable);
 - (vi) tenure of occupation of the lot;
 - (vii) vehicle registration number, if the vehicle will enter scheme land; and
 - (viii) any other information reasonably requested by the Body Corporate;
- (b) the Owner must ensure that the use of the Lot for short term accommodation is lawful, having regard to, for example, the development approval conditions for the Scheme; and
 - (c) the Occupier of the Owner's Lot must not cause a nuisance, hazard or unreasonable interference with the use and enjoyment of the Common Property or another Lot;
 - (d) the Owner must take reasonable steps to ensure that the Occupier complies with these by-laws.

Structure of the scheme

22 Council and development restrictions

- 22.1 The approval for the Scheme issued by the Urban Land Development Authority mandates the inclusion of the following particulars in this CMS:
- (a) landscaping is to be maintained in accordance with the approved plans and maintenance regime;
 - (b) internal collection of refuse and recyclables remains the responsibility of the Body Corporate/Tenants; and
 - (c) it is stated to purchasers (of lots in the Scheme) as well as Owners and Occupiers that the site/Scheme is located in proximity to grounds of The Royal National Agricultural and Industrial Association of Queensland ("RNA") and as a consequence of the activities of the RNA may not be afforded the same level of noise amenity compared with other residential areas.

Facilities

23 Barbecue area

23.1 **Booking**

An Owner or Occupier must not, without an Approved Booking, use the barbecue area to the exclusion of other Owners and Occupiers.

23.2 **Without a booking**

An Owner or Occupier may use the barbecue area on the conditions that the use does not:

- (a) conflict with an Approved Booking;
- (b) exclude other Owners and Occupiers, unless the use is consistent with an Approved Booking;
- (c) cause damage to the surface, fixtures or fittings of the barbecue area;
- (d) cause a nuisance or an unreasonable interference; and
- (e) leave the area unclean and untidy after use.

23.3 An Owner or Occupier must not, without written approval of the Body Corporate, use the barbeque area between the hours of 10:00pm and 6:00am.

24 Swimming Pool

24.1 An Owner or Occupier may use the pool on the conditions that the use:

- (a) does not include changing any settings on any equipment associated with the pool;
- (b) does not take glass, china or otherwise breakable materials inside the pool area;
- (c) ensures that any doors and gates to the pool area are left closed when not in use;
- (d) does not Alter the maintenance or condition of the pool;
- (e) does not cause damage to the pool;
- (f) does not leave the pool area unclean and untidy after use;
- (g) does not bring animals into the pool area; and
- (h) ensures that Owners, Occupiers and Visitors are appropriately supervised having regard to the age and capability of the Owner, Occupier and Visitor.

24.2 An Owner or Occupier must not, without written approval of the Body Corporate, use the swimming pool between the hours of 10:00pm and 6:00am.

25 Gym

25.1 An Owner or Occupier may use the gym on the conditions that the use:

- (a) is for the intended purpose of each item of equipment;
- (b) includes suitable clothing and footwear;
- (c) includes the use of a towel to be placed on any equipment;
- (d) places all equipment in their designated storage area after use;
- (e) does not Alter the maintenance or condition of the equipment;
- (f) does not leave the area unclean and untidy after use; and

(g) ensures that children under the age of 12 years are supervised by an adult Owner, Occupier or Visitor.

25.2 An Owner or Occupier must not, without written approval of the Body Corporate, use the gym between the hours of 10:00pm and 6:00am.

26 Meeting room

26.1 Booking

An Owner or Occupier must not, without an Approved Booking, use the meeting room to the exclusion of other Owners and Occupiers.

26.2 Without a booking

An Owner or Occupier may use the meeting room on the conditions that the use does not:

- (a) conflict with an Approved Booking;
- (b) exclude other Owners and Occupiers unless the use is consistent with an Approved Booking;
- (c) cause damage to the meeting room; and
- (d) leave the area unclean and untidy after use.

27 Car wash facility

27.1 An Owner or Occupier may use the car wash facility on the conditions that the:

- (a) car wash facility is not already being used by another Owner or Occupier;
- (b) use is not for an unreasonable frequency or duration that would unreasonably exclude other Owners and Occupiers from using the car wash facility;
- (c) use is for the intended purpose of a car wash facility;
- (d) use does not cause damage to the car wash facility;
- (e) use does not Alter the maintenance or condition of the car wash facility; and
- (f) use does not leave the area unclean and untidy after use.

28 Bicycle racks

28.1 An Owner or Occupier may use the bicycle rack on the conditions that the use:

- (a) does not prevent other Owner's or Occupier's bicycles from being removed from the bicycle rack;
- (b) does not exceed the capacity of bicycle storage;
- (c) is not for an unreasonable frequency or duration that would unreasonably exclude other Owners and Occupiers from using the bicycle rack;
- (d) does not cause damage to the bicycle rack;

- (e) does not cause damage to other Owner's or Occupier's bicycles; and
- (f) is for the intended purpose of a bicycle rack.

29 Mail Room

- 29.1 An Owner or Occupier may use the mail room on the conditions that the Owner or Occupier:
- (a) promptly collects parcels, packages, letters or other articles once delivered;
 - (b) does not damage, destroy, take, keep or otherwise interfere with collects parcels, packages, letters or other articles which do not belong to the Owner or Occupier;
 - (c) does not cause damage to the mail room;
 - (d) uses the mail room only for the purpose of temporarily storing parcels, packages, letters or other articles delivered by a mail service; and
 - (e) only accesses the mail room between the hours of 6:00am and 3:00pm, unless the prior approval of the Body Corporate has been obtained for another time to access the mail room.

Exclusive use

30 Exclusive Use Areas and Assets

Specific identification in by-law

- 30.1 Occupiers for the time being of Lots identified in Schedule E are entitled to the exclusive use to the rights and enjoyment of or other special rights about that part of the Common Property ("**EU Areas**") or those Body Corporate assets ("**EU Assets**");
- (a) specifically identified in Schedule E; and
 - (b) for the purposes set out in Schedule E.
- 30.2 For the purposes of Section 171(3){b}(i) of the Act, an allocation under this By-Law may stop applying to a Lot only if the Owner of the Lot agrees in writing (to the revocation) before the allocation is revoked under this By-Law. For avoidance of doubt, this By-Law provides for the revocation of an allocation.
- 30.3 Owners of Lots to which this exclusive use By-Law attaches must:
- (a) at their own expense, keep the EU Areas and EU Assets neat and tidy;
 - (b) at their own expense, maintain the EU Assets; and
 - (c) as far as is lawful, perform the duties of the Body Corporate in respect of the EU Areas and EU Assets.
- 30.4 EU Areas which are not kept tidy and clean, will be tidied and cleaned by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.

- 30.5 EU Assets which are not maintained in accordance with this By-law, will be maintained by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.
- 30.6 EU Areas to be used for purposes of carparking and storage must:
- (a) only be used for the purposes of carparking and storage as designated; and
 - (b) not be enclosed, unless enclosed by the Original Owner, without written approval of the Committee. If approval is given, only methods of enclosure and storage systems approved in writing by the Committee may be used.
- 30.7 EU Areas which are carparking spaces which have EU Areas that are storage areas adjacent to them to which there is no means of access other than through the carparking space must not be surrendered and/or reallocated under either an authorised allocation or an agreed allocation (under Section 171 (1)(b) of the Act) unless the adjacent storage area is also surrendered and/or re-allocated so that, at all times, there is a lawful means of access to the storage area.

Authorised allocations

- 30.8 The Original Owner is authorised to allocate for the exclusive use to the rights and enjoyment of or other special rights about Common Property and Body Corporate assets for the purposes of this By-Law and Section 171(1)(b)(i) of the Act ("**Authorised Allocations**").
- 30.9 The Authorised Allocations may be made at any time during the "base allocation period" as that term is defined in Section 174(2)(a) of the Act.
- 30.10 The Authorised Allocations are effected by the Original Owner giving details of the allocations to the Body Corporate, including:
- (a) the Lot to which the allocation will attach;
 - (b) the area of Common Property or Body Corporate asset allocated; and
 - (c) the Purpose of the allocation.
- 30.11 If a notification of an Authorised Allocation is made, the Body Corporate must comply with the provisions of Section 175 of the Act in relation to lodging a request to record a new community management statement.
- 30.12 In this By-Law, "Purposes" means:
- (a) carparking purposes;
 - (b) storage area purposes;
 - (c) motorbike parking purposes;
 - (d) bicycle storage purposes;
 - (e) courtyard area purposes;
 - (f) balcony area purposes;
 - (g) air-conditioning unit keeping purposes;

- (h) antenna and other communications devices keeping purposes;
- (i) toilet and/or washroom use purposes;
- (j) signage area purposes;
- (k) access purposes;
- (l) general recreational area purposes; and
- (m) to the extent lawful, any other lawful purpose determined by the Original Owner.

30.13 In accordance with Section 171 (1)(b)(i) of the Act, the Original Owner is authorised under this By-law to make Authorised Allocations and the Authorised Allocations may be carried out or effected by the Original Owner or any Original Owner's agent.