



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 Redlands Business Park Community Titles Scheme 40341	2. Regulation module Commercial Schemes Module
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3. Name of body corporate
Body Corporate for Redlands Business Park Community Titles Scheme 40341

4. Scheme land Lot on Plan Description <i>See Enlarged Panel</i>	Title Reference
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5. Name and address of Original Owner # Not Applicable	6. Reference to plan lodged with this statement Not Applicable
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first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to s 60 (6) of the *Body Corporate and Community Management Act 1997*

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

See Enlarged Panel

/ /
Execution Date

.....

Execution

*Original owner to execute for a first community management
*Body corporate to execute for a new community management

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

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8. Execution by original owner/Consent of body corporate

Body Corporate for Redlands Business Park Community

Titles Scheme 40341

Execution Date / /

Chairperson/Secretary

Committee Member.....

Execution

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

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This is the Enlarged Panel described in Item 4 of the first Community Management Statement.

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Redlands Business Park Community Titles Scheme 40341	50778535
Lot 1 on SP210923	50778536
Common Property of 12 Daintree Drive Community Titles Scheme 41404	50813821
Lot 1 on SP219201	50813822
Lot 2 on SP219201	50813823
Lot 3 on SP219201	50813824
Lot 4 on SP219201	50813825
Lot 5 on SP219201	50813826
Lot 6 on SP219201	50813827
Lot 7 on SP219201	50813828
Lot 8 on SP219201	50813829
Lot 9 on SP 219213	50905814
Lot 10 on SP 219213	50905815
Lot 11 on SP 219213	50905816
Lot 12 on SP 219213	50905817
Lot 13 on SP 219213	50905818
Lot 14 on SP 219213	50905819
Lot 3 on SP210923	50778538
Lot 4 on SP210923	50778539
Lot 5 on SP210923	50778540
Lot 6 on SP210923	50778541
Lot 7 on SP210923	50778542
Lot 8 on SP210923	50778543
Lot 9 on SP210923	50778544
Lot 10 on SP210923	50778545
Lot 11 on SP210923	50778546
Lot 12 on SP210923	50778547
Lot 13 on SP210923	50778548
Lot 14 on SP210923	50778549
Lot 15 on SP210923	50778550
Lot 16 on SP210923	50778551
Lot 17 on SP210923	50778552
Lot 18 on SP210923	50778553

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Lot 19 on SP210923	50778554
Common Property for 25 Lennox Street Community Titles Scheme 46310	
Lot 1 on SP 265632	50960192
Lot 2 on SP 265632	50960193
Lot 3 on SP 265632	50960194
Lot 4 on SP 265632	50960195
Lot 26 on SP210923	50778558
Lot 27 on SP210923	50778559
Common Property for 48 Jardine Drive, Community Titles Scheme 45020	50923015
Lot 1 on SP238212	50923016
Lot 2 on SP238212	50923017
Lot 3 on SP238212	50923018
Lot 4 on SP238212	50923019
Lot 5 on SP238212	50923020
Lot 6 on SP238212	50923021
Lot 31 on SP210923	50778563
Lot 35 on SP210923	50778564
Lot 36 on SP210923	50778565
Common Property for 65 Jardine Drive Community Titles Scheme 52107	51165622
Lot 1 on SP 300493	51165623
Lot 2 on SP 300493	51165624
Lot 3 on SP 300493	51165625
Lot 4 on SP 300493	51165626
Lot 5 on SP 300493	51165627
Lot 6 on SP 300493	51165628
Lot 7 on SP 300493	51165629
Lot 8 on SP 300493	51165630
Lot 9 on SP 300493	51165631
Lot 10 on SP 300493	51165632
Lot 11 on SP 300493	51165633
Common Property for 67 Jardine Drive Community Titles Scheme	To issue from 50778568
Lot 1 on SP 320927	To issue from 50778568
Lot 2 on SP 320927	To issue from 50778568
Lot 3 on SP 320927	To issue from 50778568
Lot 4 on SP 320927	To issue from 50778568
Lot 5 on SP 320927	To issue from 50778568

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Lot 6 on SP 320927	To issue from 50778568
Lot 7 on SP 320927	To issue from 50778568
Lot 8 on SP 320927	To issue from 50778568
Lot 9 on SP 320927	To issue from 50778568
Lot 900 on SP210923	50778569
Common Property for 17 & 19 Lennox Street Community Titles Scheme	51213050
Lot 1 on SP312850	51213051
Lot 2 on SP312850	51213052
Lot 3 on SP312850	51213053
Lot 4 on SP312850	51213054
Lot 5 on SP312850	51213055
Lot 6 on SP312850	51213056
Lot 241 on SP 288037	51041388
Lot 242 on SP 288037	51041389
Lot 291 on SP 288037	51041390
Lot 292 on SP 288037	51041391
Lot 301 on SP 288037	51041392
Lot 302 on SP 288037	51041393

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP210923	2449	2449
12 Daintree Drive Community Titles Scheme 41404	8207	8207
Lot 3 on SP210923	7743	7743
Lot 4 on SP210923	3670	3670
Lot 5 on SP210923	5694	5694
Lot 6 on SP210923	1459	1459
Lot 7 on SP210923	1250	1250
Lot 8 on SP210923	1650	1650
Lot 9 on SP210923	1650	1650
Lot 10 on SP210923	1650	1650
Lot 11 on SP210923	1802	1802
Lot 12 on SP210923	2582	2582
Lot 13 on SP210923	1925	1925
Lot 14 on SP210923	1650	1650
Lot 15 on SP210923	1650	1650
Lot 16 on SP210923	1650	1650
Lot 17 on SP210923	5000	5000
Lot 18 on SP210923	3651	3651
Lot 19 on SP210923	6600	6600
25 Lennox Street Community Titles Scheme 46310	1500	1500
Lot 26 on SP 210923	1740	1740
Lot 27 on SP 210923	2099	2099
48 Jardine Drive Community Titles Scheme 45020	1500	1500
Lot 31 on SP 210923	6359	6359
Lot 35 on SP 210923	3708	3708
Lot 36 on SP 210923	3406	3406
Common Property for 65 Jardine Drive Community Titles Scheme 52107	5600	5600
Common Property for 67 Jardine Drive Community Titles Scheme	3709	3709
Lot 900 on SP210923	100	127230
Common Property for 17 & 19 Lennox Street Community Titles Scheme	2482	2482
Lot 241 on SP 288037	1250	1250
Lot 242 on SP 288037	1250	1250
Lot 291 on SP 288037	1250	1250
Lot 292 on SP 288037	1250	1250
Lot 301 on SP 288037	1250	1250

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Lot 302 on SP 288037	1323	1323
TOTALS	101708	228838

Note: The contributions schedule lot entitlements are not equal. Clause 2 of the "Explanation of the Development of Scheme Land" details the proposed future development of the land by way of creation of lots in Standard Format Plans in future stages. The relative costs to the Body Corporate in operating the Scheme will be based substantially upon the ratio of the area each lot bears to the total area of all proposed lots in the Scheme (once fully developed) and the commercial use made of each lot. At the time of the creation of the Scheme the Original Owner considers that the apportionment of contribution lot entitlements based on "area" represents the most just and equitable manner to allocate Body Corporate expenses between lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. Definitions

1.1 In this Schedule B, unless the context otherwise requires:

- (1) **Act** means the Body Corporate and Community Management Act 1997 (Qld);
- (2) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, any permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for the Land or Scheme and includes:
 - (a) the Preliminary Approval;
 - (b) the Structure Plan (and the Development Manual as referenced in the Structure Plan);
 - (c) the Plan of Development;
 - (d) Management Plans or similar plans prepared or required in accordance with, or ancillary to, any of the documents in clauses 1.1(2)(a) to 1.1(2)(c);
 - (e) any development permit obtained for Development on a Lot; and
 - (f) any replacement, variation or modification of any relevant approval;
- (3) **Assessing Authority** means any Government Agency, semi or local government, statutory, public or other authority (including an assessing authority as defined in the *Integrated Planning Act 1997* or *Sustainable Planning Act 2009* as the case may be having jurisdiction over the Scheme Land);
- (4) **Body Corporate** means the body corporate for the Scheme;
- (5) **Body Corporate Assets** means body corporate assets for the Scheme;
- (6) **Code** means the architectural and landscaping code, inclusive of the development and assessment review process comprised in Schedule D of this CMS;
- (7) **Concept Plan** means the concept plan annexed to this CMS;

- (8) **Conservation Area** means areas comprising Common Property which are subject to Requirements for conservation and environmental purposes as detailed in the Approvals and Structure Plan;
- (9) **Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (10) **CMS** means this community management statement;
- (11) **Common Property** means the common property for the Scheme;
- (12) **Dedicated Areas** means roads, open space or other parts of the Land that is dedicated to, or otherwise transferred to, or held by, a Government Agency under an Approval (whether on trust or otherwise) and as detailed in the Approvals and Structure Plan;
- (13) **Design Standards** has the meaning in Schedule D of this CMS;
- (14) **Developer** means the Original Owner or any successor in title to the Original Owner that undertakes Development of the Scheme Land;
- (15) **Development** means all activities defined as development under the *Sustainable Planning Act 2009*, conducted or undertaken in connection with the Land and includes the development indicated or referred to in this Schedule and which complies with the conditions of the Code and **Develop or Developed** have a corresponding meaning;
- (16) **Development Manual** means the document entitled '*The Redlands Business Park Development Manual*' dated October 2007 incorporated in the Structure Plan, in respect of the Scheme and any replacement, variation or modification of it ;
- (17) **Development Parcel** means parts of Scheme land or lots otherwise created by reconfiguration and intended for progressive Development as determined by the Developer from time to time (in its absolute discretion);
- (18) **Facilities** means:
 - (a) facilities for the use of Owners including those comprising Common Property or Body Corporate Assets for the Scheme;

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- (b) utilities and utility infrastructure (as those terms are defined under the *Act*); and
- (c) any other services or amenities to or for the benefit or enjoyment of the Scheme and Owners;
- (19) **Government Agency** means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, tribunal, agency or entity; or
- (c) Commonwealth, state, territorial or local;
- (20) **Local Government** means Redland City Council;
- (21) **Land** means and includes reference to the:
- (a) land on which the Scheme is to be established, described as lot 2 on RP 221100 and lot 24 on RP 203700; and
- (b) Scheme Land;
- (22) **Lots** means the lots in the Scheme at any given time;
- (23) **Management Plans** means the following plans as referenced in Approvals:
- (a) Environmental Management Plan;
- (b) Koala Management Plan;
- (c) Stormwater quality, Sediment Control & Erosion Control Management Plan;
- (d) Fauna Management Plan;
- (e) Waste Management Plan;
- (f) Noise and Vibration Control Management Plan;
- (g) Air Quality & Dust Management Plan;
- (h) Environmental Management Plan;
- (i) Hazardous Substances Plan;
- (j) Landscape Rehabilitation Plan;
- (k) Vegetation Management Plan;
- (l) Bushfire Management Plan; and
- (m) Stormwater Management Plan;
- (24) **Original Owner** means Carndale Pty Limited ACN 090 740 524 and H.G. Associates Pty Limited ACN 009 806 697;
- (25) **Owner** means an owner as defined in the Act and includes an occupier of a Lot;
- (26) **Plan Format** means a plan format under the *Land Title Act 1994* (standard, building or volumetric) and includes a plan amalgamating Lots or Common Property or otherwise redefining boundaries;
- (27) **Plan of Development** means the plan of development referenced in the Preliminary Approval;
- (28) **Preliminary Approval** means the preliminary approval overriding the planning scheme for a material change of use for an Integrated Employment Centre issued on 16 February 2006 by the Redland City Council reference MC008666 in respect of the Scheme and any replacement, variation or modification of it;
- (29) **Requirement** means any requirement, or authorisation, of any Government Agency, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act or an Approval;
- (30) **Scheme** means the Redlands Business Park Community Titles Scheme;
- (31) **Scheme Land** means the Lots and the Common Property;
- (32) **Service** means all gas, electricity, telephone, water (including hot water), sewerage, drainage, fire prevention, ventilation, air conditioning, garbage disposal system, security systems, communications systems and all other services or systems provided in the Scheme or available for a Lot;
- (33) **Service Infrastructure** means any infrastructure for the provisions of Services to the Scheme Land; and
- (34) **Structure Plan** means the Redland City Council approved structure plan, (version 2.1 (volumes 1 and 2)) dated 18 January 2008 in respect of the Scheme and any replacement, variation or modification of it and as contained in Part A the Disclosure Statement.
- 2. Development of Scheme Land**
- 2.1 The Developer, in accordance with, and subject to, Approvals may progressively Develop the Scheme Land for industrial use.
- 2.2 The Development of the Scheme Land will be completed in stages as shown on the Concept Plan.
- 2.3 The Developer intends to create up to 81 Lots in the Scheme.
- 2.4 Indicatively, it is intended that:
- (1) on establishment of the Scheme there will be:
- (a) 33 standard format lots;
- (b) Common Property;
- (c) Dedicated Areas;
- (d) a Conservation Area; and
- (e) Development Parcel.
- (2) Development Parcels will be further subdivided by standard format plans to create up to a further 42 lots as follows:
- (a) Further stage – 26 lots;

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- (b) Further stage – 16 lots.
- 2.5 In accordance with the Approvals, some or all Lots may be further subdivided by the Developer as subsidiary schemes, creating a layered arrangement of community titles schemes within the Redlands Business Park Community Titles Scheme 40341.
- 2.6 Progressive Development will comprise:
- (1) reconfiguration of the Scheme Land to create Lots in the stages referred to in clause 2.4 and which may include further Development Parcels;
 - (2) creation of Common Property, as is required for the operation of the Scheme and to comply with Approvals, in conjunction with or separately from reconfiguration required to create Lots;
 - (3) creation and revegetation of Dedicated Areas to comply with Approvals, in conjunction with or separately from reconfiguration to create Lots;
 - (4) creation and revegetation of a Conservation Area to comply with Approvals, in conjunction with or separately from reconfiguration to create Lots;
 - (5) construction of improvements and Facilities including roads and Service Infrastructure;
 - (6) other Development associated with those activities; and
 - (7) where applicable, exclusion of land from the Scheme Land in accordance with clause 3.
- 2.7 Without limiting clause 2.6, it is intended that:
- (1) internal roads in the Scheme Land will be Common Property; and
 - (2) the Dedicated Areas, comprising approximately 8 hectares and being part of the lots described as lots 801 and 802 on SP210923, following revegetation, will be maintained as habitat and will be dedicated to the Local Government for the purpose of public open space as detailed in the Approvals.
- 2.8 The Developer may construct Facilities, Service Infrastructure and any required improvements required under Approvals on the Lots.
- 2.9 The Developer may (subject to the requirements of Approvals):
- (1) undertake Development on parts of the Scheme simultaneously with Development in other parts of the Scheme and in any sequence; and
 - (2) vary the number, size or configuration or location of Lots and Common Property in any part of the Scheme or any stage although the total number of Lots in the Scheme will remain as Approved when the Development is completed.
- 2.10 The Development is described in the Concept Plan which is subject to:
- (1) modification or variation as permitted under Approvals or which does not require a new Approval to undertake;
 - (2) final surveys on completion of construction and placement of improvements and utility infrastructure on or within the Scheme Land; and
 - (3) completion of any other works required to be undertaken under any Approval.
- 2.11 Subject to clause 2.9(2), Lots, Development Parcels and Common Property, may be created, amalgamated, realigned or boundaries may be redefined to give effect to Development or to comply with Approvals.
- 2.12 Dedicated Areas and Conservation Areas may be defined and dedicated as required under Approvals.
- 3. Excision of Development Parcels from Scheme Land**
- 3.1 The Developer may excise the Development Parcel described as Lot 900 on SP210923 (or part of it) from the Scheme.
- 3.2 If the Development Parcel is removed from the Scheme then the Scheme will comprise any remaining Lots and Common Property.
- 3.3 Common Property may also be added or removed from the Scheme in accordance with the Act and the regulation module that applies to the Scheme.
- 4. Explanation of Development of Scheme Land**
- 4.1 The Developer may create a layered arrangement of community titles schemes in conjunction with the progressive subdivision of the Scheme Land in accordance with the Approvals.
- 5. Change to Code**
- 5.1 The Developer may make changes to the Code to give effect to Approvals or requirements of a Government Agency and those changes are changes required to implement Development proposed under this CMS within the meaning of section 62(4)(f) of the Act.
- 6. Easements**
- 6.1 The Developer may require, cause or procure the grant of easements and other reciprocal rights over the Lots, the Common Property or adjoining land to comply with Approvals or otherwise facilitate the Development.
- 6.2 Owners will be bound by the terms of this CMS, Assessing Authority Approvals which attach to and run with the Lots and relate to these matters, registered easements and statutory easements that apply under the Act.
- 7. Facilities and Dedicated Areas**
- 7.1 Facilities are intended to remain private, subject to the grant of any easements or other reciprocal rights arrangements required to be given under Assessing Authority Approvals allowing public access or third party use.

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SCHEDULE C BY-LAWS

Terms that have a defined meaning in Schedule B or in Schedule D have the same meaning when used in this Schedule C unless the context indicates otherwise.

The By-laws for the Redland Business Park Community Titles Scheme are set out in this Schedule:

1. By-law 1 – Definitions and Interpretations

1.1 Definitions

In these By-laws:

- (1) **Act** means the *Body Corporate and Community Management Act 1997* (Qld);
- (2) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, any permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for the Land or Scheme and includes:
 - (a) the Preliminary Approval;
 - (b) the Structure Plan (and the Development Manual as referenced in the Structure Plan);
 - (c) the Plan of Development;
 - (d) Management Plans or similar plans prepared or required in accordance with, or ancillary to, any of the documents in clauses 1.1(2)(a) to 1.1(2)(d);
 - (e) any development permit obtained for Development on a Lot; and
 - (f) any replacement, variation or modification of any relevant approval;
- (3) **Assessing Authority** means any Government Agency, semi or local government, statutory, public or other authority (including an assessing authority as defined in the *Integrated Planning Act 1997*) or *Sustainable Planning Act 2009* as the case may be having jurisdiction over the Scheme Land;
- (4) **Buildings** means buildings constructed or to be constructed on Lots in accordance with Approvals, the Code and any Requirements as the case requires;
- (5) **Body Corporate Asset** means body corporate assets for the Scheme;
- (6) **Body Corporate** means the body corporate for the Scheme;
- (7) **Body Corporate Manager** means a body corporate manager for the Scheme;
- (8) **Code** means the architectural and landscaping code, inclusive of the development and assessment review process comprised in Schedule D of the CMS;

- (9) **CMS** means this Community Management Statement;
- (10) **Committee** means the committee for the Body Corporate;
- (11) **Common Property** means the common property for the Scheme;
- (12) **Conservation Area** means areas comprising Common Property or dedicated open space adjacent to Scheme Land and which is subject to Requirements for conservation and environmental purposes and as detailed in the Approvals and Structure Plan;
- (13) **Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (14) **DAP** means the Development Assessment Panel established under clause 19 of Schedule D;
- (15) **Dedicated Areas** means roads, open space or other parts of the Land that is dedicated to or otherwise transferred to or held by a Government Agency under an Approval (whether on trust or otherwise) and may include Conservation Areas and as detailed in the Approvals and Structure Plan;
- (16) **Deed of Assignment of Electricity Supply Agreement** means the agreement entered into between the Seller and the Body Corporate granting the Body Corporate the right to supply electricity for the Scheme;
- (17) **Design Standards** has the meaning in clause 1.2(12) of Schedule D of this CMS;
- (18) **Developer** means:
 - (a) the Original Owner or any successor in title to the Original Owner; or
 - (b) an occupier of a Lot that undertakes Development of the Scheme Land;
- (19) **Development** means all activities defined as development under the *Sustainable Planning Act 2009*, conducted or undertaken in connection with the Land and includes the development indicated or referred to in Schedule B and which complies with the conditions of the Code and **Develop or Developed** have a corresponding meaning;
- (20) **Development Manual** means the document entitled '*The Redlands Business Park Development Manual*' dated October 2007 incorporated in the Structure Plan, in respect of the Scheme and any replacement, variation or modification of it;
- (21) **Development Parcel** means parts of Scheme land or lots otherwise created by reconfiguration and intended for progressive Development as determined by the Seller from time to time (in its absolute discretion);
- (22) **Facilities** means:
 - (a) facilities for the use of Owners including those comprising Common Property or Body Corporate Assets for the Scheme;
 - (b) utilities and utility infrastructure (as those terms are defined under the Act); and

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- (c) any other services or amenities to or for the benefit or enjoyment of the Scheme and Owners;
- (23) **Government Agency** means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, tribunal, agency or entity; or
- (c) Commonwealth, state, territorial or local;
- (24) **Improvements** means:
- (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
- (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (25) **Information Certificate** means a certificate given by the Body Corporate in accordance with section 205 of the Act;
- (26) **Infrastructure Agreement** means an infrastructure agreement between the Original Owner and the Redland City Council which makes provision for payment of Infrastructure Charges in respect of the Scheme Land;
- (27) **Infrastructure Charges** means charges, including infrastructure charges, in respect of "development infrastructure" (as defined under the *Integrated Planning Act 1997* or *Sustainable Planning Act 2009* as the case may be) or other charges under the Infrastructure Agreement;
- (28) **Invitee** means any agent, contractor, employee or any other person coming on to the Scheme land at an Owner or occupiers invitation;
- (29) **Land** means and includes reference to the:
- (a) land on which the Scheme is to be established, described as lot 2 on RP 221100 and lot 24 on RP 203700; and
- (b) Scheme Land;
- (30) **Local Government** means Redland City Council;
- (31) **Lots** means the lots in the Scheme at any given time;
- (32) **Management Agreement** means the service contract between the Body Corporate and the Management Company for the provision of services for the benefit of the Scheme and Owners;
- (33) **Management Company** means the services contractor under the Management Agreement;
- (34) **Management Plans** means the following plans as referenced in Approvals:
- (a) Environmental Management Plan;
- (b) Koala Management Plan;
- (c) Stormwater quality, Sediment Control & Erosion Control Management Plan;
- (d) Fauna Management Plan;
- (e) Waste Management Plan;
- (f) Noise and Vibration Control Management Plan;
- (g) Air Quality & Dust Management Plan;
- (h) Environmental Management Plan;
- (i) Hazardous Substances Plan;
- (j) Landscape Rehabilitation Plan;
- (k) Vegetation Management Plan;
- (l) Bushfire Management Plan; and
- (m) Stormwater Management Plan;
- (35) **Original Owner** means Carndale Pty Ltd ACN 090 740 524 & H.G. Associates Pty Ltd ACN 009 806 697;
- (36) **Owner** means an owner as defined in the Act and includes an occupier;
- (37) **Plan of Development** means the plan of development referenced in the Preliminary Approval;
- (38) **Preliminary Approval** means the preliminary approval overriding the planning scheme for a material change of use for an Integrated Employment Centre issued on 16 February 2006 by the Redland City Council reference MC008666 in respect of the Scheme and any replacement, variation or modification of it;
- (39) **Right** means any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;
- (40) **Requirement** means any requirement, or authorisation, of any Government Agency, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act or an Approval;
- (41) **Scheme** means Redlands Business Park Community Titles Scheme;
- (42) **Scheme Land** means the Lots and the Common Property;
- (43) **Service Infrastructure** means any infrastructure for the provision of Services to the Scheme Land;
- (44) **Service** means all gas, electricity, telephone, water (including hot water), sewerage, drainage, fire prevention, ventilation, air conditioning, garbage disposal system, security systems, communications systems and all other services or systems provided in the Scheme or available for a Lot;
- (45) **Service Works** means inspection, maintenance, modification, repair, replacement or other dealings with Service Infrastructure required to ensure the continuing supply of Services;
- (46) **Structure Plan** means the Redland City Council approved structure plan, (version 2.1 (volumes 1 and 2)) dated 18 January 2008 in respect of the Scheme and any replacement, variation or modification of it;

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- (47) **Utility Infrastructure Deed** means the agreement entered into between the Original Owner, the Management Company and the Body Corporate, (as amended) under which ownership of Service Infrastructure for electrical services is retained by the Original Owner; and
- (48) **Works** means works:
- (a) for Development;
- (b) Service Works; and
- (c) otherwise for maintenance, repair, renewal and replacement of Common Property.
- 1.2 **Interpretation**
- (1) Reference to:
- (a) the singular includes the plural and the plural includes the singular;
- (b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
- (c) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
- (i) that Statutory Provision as amended or re-enacted from time to time; and
- (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. By-law 2 – Obstruction of Common Property

- 2.1 An Owner must not obstruct:
- (1) lawful use of the Common Property by another person; and
- (2) without limitation, access to:
- (a) the Common Property or any Body Corporate Asset; or
- (b) any easement giving access to a Lot or the Common Property.

3. By-law 3 – Use of Common Property

- 3.1 An Owner must:
- (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (2) comply with all directions of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.
- 3.2 The Approval requires that the Conservation Area must remain Common Property in accordance with the Requirements under the Approval and must not be designated for the exclusive use of any Lot.
- 3.3 The Body Corporate must maintain the Conservation Area in accordance with Approvals
- 3.4 Unrestricted vehicular access to the Common Property is limited to the hours after sunrise and before sunset . Vehicular access at all other times is restricted to Owners and other persons authorized by the Body Corporate or its representatives.

4. By-Law 4 – Damage to Common Property

- 4.1 An Owner must not:
- (1) damage or deface Common Property or Body Corporate Assets including by:
- (a) causing damage to or destroying lawns, gardens, flowers, trees, shrubs or water or other features; or
- (b) using any part of the Common Property as a garden; or
- (2) cause any disturbance or harm to any native fauna that nests or shelters on any part of the Common Property.
- 4.2 If an Owner damages the Common Property or a Body Corporate Asset, the Body Corporate may repair the damage and recover the cost of the repair from the Owner as a liquidated debt.
- 4.3 If an Owner causes any disturbance or harm to any native fauna that nests or shelters on any part of the Common Property, the Body Corporate may take any action it considers necessary to remedy the disturbance or harm including, to the extent the Body Corporate considers appropriate, care of any injured animal or bird and restoration of disturbed or damaged habitat, and recover the cost of doing so from the Owner as a liquidated debt.

5. By-law 5 - Use of Lots

- 5.1 An Owner must:
- (1) observe all Requirements in connection with the use of its Lot;
- (2) comply with the provisions of the Act in respect of the maintenance and repair of a Lot and Improvements;
- (3) keep its Lot clean and maintained in good order;

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- (4) comply with the:
- (a) Approvals as they are applicable to their Lot including but not limited to Design Standards and landscaping provisions; and
- (b) the Code,
- in connection with the use of its Lot;
- (5) allow the Body Corporate access to its Lot in the manner and circumstances provided for under the Act;
- (6) not impede the Body Corporate in the exercise of any of its duties and functions under the Act and Regulation Module for the Scheme; and
- (7) not cause disturbance to other persons lawfully using any Lot or Common Property.
- (8) Restrict authorization for vehicular access before sunrise and after sunset to the owner and other persons authorized by the Body Corporate.
- 5.2 Lots (other than Development Parcels) must be used only for commercial purposes or such other purposes as permitted under Approvals attaching to Scheme Land.
- 5.3 Nothing in By-Law 5.1 or By-Law 5.2 prevents the Body Corporate authorising use of a Lot for conducting the business associated with the engagement and authorisation of a service contractor or letting agent for the Scheme.

6. By-law 6 – Fences

- 6.1 An Owner is responsible for the erection, maintenance, repair and replacement (as necessary) of a fence bounding the Owner's Lot even though a fence may be wholly or partially situated on Common Property.
- 6.2 Fences are to be erected in accordance with the provisions of the Code.
- 6.3 To the extent that a fence is common to two or more Lots and subject to the Code, the Owners of the relevant Lots will be bound by the provisions of the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*.
- 6.4 To the extent that a fence is common to a Lot and to Common Property the provisions of the *Dividing Fences Act 1953* do not apply and the Owner of the relevant Lot will be solely responsible for the maintenance, repair and replacement (as necessary) of the fence.

7. By-law 7 – Improvements to Common Property

- 7.1 Other than for the purposes of Development and when undertaken by or for the Developer as described in Schedule B (if applicable), an Owner must not make any Improvements on the Common Property without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the regulation module for the Scheme for making Improvements on Common Property. Nothing in this By-law 7.1 limits the provisions of the Code.
- 7.2 In giving its consent to any Improvement on Common Property, the Body Corporate may:

- (1) obtain advice from consultants and any relevant Government Agency (for example the Local Government); and
- (2) recover the Costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 7.3 Any Improvement made or sought to be made by an Owner must:
- (1) be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
- (2) comply with all Requirements.
- 7.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

8. By Law 8 – Signage on Common Property and Lots

- 8.1 Subject to By-law 28, an Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.
- 8.2 The Body Corporate's consent under By-law 8.1 must not be unreasonably withheld and, subject to the Act and regulation module for the Scheme, the Body Corporate's approval may be given by the Committee.
- 8.3 The Body Corporate may remove a sign to which it has not consented at the Cost of the relevant Owner.
- 8.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.
- 8.5 Despite anything else in this By-law 8, if the terms of any engagement of a service contractor or authorisation of a letting agent (if applicable) for the Scheme permits the service contractor or letting agent to place signs on the Common Property, the provisions of the relevant engagement or authorisation will be deemed to constitute a consent for the purposes of By-law 8.
- 8.6 Any signage referred to in By-law 8.1 must be erected, maintained and removed at the Cost of the relevant Owner.
- 8.7 Nothing in By-law 8 absolves or in any way diminishes any Obligation of an Owner or the Body Corporate (as the case requires) to obtain any approval under a Requirement in connection with signage, including any approval from a Government Agency.
- 8.8 This By-law 8 does not prevent the erection and maintenance of signage identifying the Scheme or Facilities (where relevant) or which is otherwise installed as part of the Development of the Scheme by the Developer.

9. By-law 9 – Body Corporate Signage

- 9.1 Any signs or other items identifying the:
- (1) Scheme; or
- (2) location of Facilities within the Scheme Land,
- erected by the Body Corporate are the property of the Body Corporate and

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must be maintained in good condition and repair and replaced by the Body Corporate when required.

10. By-law 10 – Electricity Services

10.1 The Body Corporate may establish and maintain systems for the supply of electricity Services (**Electricity Services**) for the Scheme and, as an on-supplier:

- (1) purchase the Electricity Services from a supplier; and
- (2) on-supply that Electricity Service to Owners of Lots who wish to utilise this Service.

10.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature, including with the Original Owner and the Management Company, where applicable, in connection with:

- (1) the supply of Electricity Services to the Body Corporate by an Electricity Service supplier;
- (2) the on-supply of Services to Owners; and
- (3) Service Infrastructure used in connection with the supply of the Electricity Services.

10.3 Without limiting By-law 10.2, the Body Corporate has or will enter into the Utility Infrastructure Deed and the Deed of Assignment of Electricity Supply Agreement.

10.4 The Management Company will, under the terms of the Management Agreement, assist the Body Corporate with the management and administration of Electricity Services to Owners who elect to use an Electricity Service contemplated by this By-law 10.

10.5 The Body Corporate must not enter into supply agreements or arrangements with an Electricity Service supplier under this By-law 10 on terms that require Owners to utilise the service of that Electricity Service supplier to the exclusion of other suppliers and nothing in this By-law 10 obliges an Owner to utilise Electricity Services from the Body Corporate.

10.6 The Body Corporate may enter into individual supply agreements with Owners who elect to use the Electricity Services setting out the terms on which the Body Corporate will charge for the provision of the Electricity Services and recover the costs of providing that Service (as required by the Act and Regulation module for the Scheme) including charges for:

- (1) Service supply;
- (2) installation and connection;
- (3) servicing and maintenance;
- (4) upgrading of Utility Infrastructure where an upgrade is caused or contributed to by the use proposed by an Owner or as the result of increased demand or increased capacity brought about by an Owner use;
- (5) disconnection and reconnection fees; and
- (6) advance payments or security deposits to be provided in connection with Electricity Services supply.

10.7 Neither the Body Corporate, the Original Owner or the Management Company are liable for any loss or damage suffered by any Owner as a result of any failure of the Electricity Services due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting electricity supply.

10.8 The Body Corporate may:

- (1) establish a system of accounts and invoices in connection with the supply of Electricity Services to the Scheme and render those accounts as applicable and appropriate; and
- (2) recover any amounts when due and payable under applicable accounts rendered and if an account is unpaid by the due date:
 - (a) recover any unpaid amount as a liquidated debt;
 - (b) recover interest on any unpaid account;
 - (c) disconnect the supply of Electricity Services to the relevant Owner;
 - (d) charge a reconnection fee to restore Electricity Services to that Owner; or
 - (e) increase the advance payment or security deposit for Electricity Services supply to the relevant Owner.

10.9 Each Owner must:

- (1) allow the Body Corporate and any of its contractors access to any Service Infrastructure used in connection with the supply of Electricity Services where applicable;
- (2) comply with all requirements of the Body Corporate imposed in connection with Electricity Services; and
- (3) where applicable, maintain any Service Infrastructure used in connection with the Electricity Service and which is located in or on its Lot.

10.10 Nothing in By-law 10 obliges an Owner to purchase Electricity Services from the Body Corporate or limits or restricts the Rights of any Owner to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

10.11 Owners and occupiers must:

- (1) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, Electricity Services or Service Infrastructure of which it becomes aware;
- (2) not overload any Electricity Service or Service Infrastructure and otherwise use the Service Infrastructure within any notified capacity limits; and
- (3) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Electricity Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot (other than where upgrading and installation of Electricity Services and Service Infrastructure occurs as part of, and is required for, the development of the Scheme).

10.12 An Owner is responsible for the supply of Electricity Services to their Lot and installation of all necessary meters and for replacement, repair and maintenance of all pipes, conduits, cabling

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and other apparatus located within the Lot that supplies Electricity Services to the Lot.

11. By-law 11 – Water Supply and Waste Water Services

11.1 The Body Corporate may establish and maintain systems for water supply and waste water (sewer) services (**Water Services**) for the Scheme.

11.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

(1) the supply of Water Services to the Scheme Land, including metering and usage benchmarking;

(2) the on-supply of Water Services to Owners and occupiers; and

(3) Services Infrastructure used in connection with the supply of Water Services.

11.3 The Infrastructure Agreement establishes arrangements for the monitoring of actual water consumption in respect of the Scheme Land.

11.4 Consumption in excess of benchmarks established under the Infrastructure Agreement will provide the Redland City Council with the basis to levy additional Infrastructure Charges in respect of water consumption and waste water augmentation in excess of those benchmarks and the Body Corporate will accordingly monitor individual Lot water consumption for the purpose of administering and managing arrangements under the Infrastructure Agreement.

11.5 The Body Corporate may receive, and Owners occupiers must provide details of, individual lot consumption in respect of water consumption as contemplated by By-law 11.4.

11.6 In the event Redland City Council (or any authority responsible for supplying water and waste water services to the Scheme, levies additional Infrastructure Charges on the Body Corporate, the Body Corporate will:

(1) notify the relevant Owner or Owners that it is exceeding its specific water allocation; and

(2) require that Owner or Owners to reimburse the Body Corporate for amounts equal to the additional levy charged by the authority.

11.7 With respect of By-law 11.6, the Body Corporate may:

(1) recover any unpaid amount as a liquidated debt;

(2) recover interest on any unpaid account;

(3) disconnect the supply of Water Services to the relevant Owner; and

(4) charge a reconnection fee to restore Water Services to that Owner.

11.8 Owners must pay any water consumption charge levied directly to or in respect of that Owner's Lot.

11.9 Water Services Infrastructure within the Scheme will comprise Common Property and be managed and maintained by the Body Corporate.

11.10 Owners will be able to connect to Water Services Infrastructure for the purpose of receiving Water Services with water usage to be separately metered. The Code includes provisions regulating progressive connection to Water Service Infrastructure.

11.11 Consistent with By-law 11.4, the Body Corporate, with the assistance of the Management Company, will supervise and administer the connection, metering, usage and maintenance of Water Services to Owners of the Scheme.

11.12 Neither the Body Corporate or the Original Owner shall be liable for any loss or damage suffered by any Owner as a result of any failure of the Water Services due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting water supply to the Scheme or its Lot.

11.13 Owners release the Original Owner and the Body Corporate from all claims in respect of the levying of any excess water and waste water Infrastructure Charges as referred to in this By-law 11 and the proper administration and management of the Water Service Infrastructure.

11.14 Each Owner must:

(1) allow the Body Corporate and any of its contractors access to any Service Infrastructure used in connection with the supply of Water Services located on a Lot (where applicable); and

(2) comply with all requirements of the Body Corporate imposed under individual supply agreements in connection with Water Services supply.

11.15 Owners must:

(1) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, Water Services or Service Infrastructure of which it becomes aware; and

(2) not overload any Water Service or Service Infrastructure.

11.16 An Owner is responsible for the installation of all necessary meters and for replacement, repair and maintenance of all pipes, conduits, cabling and other apparatus located within the Lot utilised for the supply of Water Services to that Lot only.

12. By-law 12 – Security

12.1 The Body Corporate may establish a security system and provide security services for the benefit of Owners.

12.2 Any equipment installed on the Common Property for use in connection with a security system or security services established by the Body Corporate under this By-law 12 will remain the property of the Body Corporate and must be maintained and repaired at the Cost and expense of the Body Corporate, subject to the Body Corporate's obligations and rights under the Act to recover costs for the provision of those services from users.

12.3 The Body Corporate may:

(1) issue to Owners keys, cards or other devices to operate security equipment that allows the holder of the key, card or device (**Access Devices**) to access the Scheme land;

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- (2) charge Owners a fee for the issue of the Access Devices.
- (3) Restrict vehicular access before sunrise and after sunset in accordance with these by-laws and deny access to vehicles at other times.

12.4 Owners must:

- (1) not permit duplicates of any Access Devices issued to the Owner under By-law 12.3(1) to be made without the written consent of the Body Corporate;
- (2) on request from the Committee, give to the Body Corporate a list of all persons possessing the Access Devices;
- (3) promptly report to the Committee the loss of any Access Devices issued to the Owner under By-law 12.3(1); and
- (4) on demand by the Body Corporate, pay the Cost to the Body Corporate of:
- (a) replacing any lost Access Device issued to the Owner under By-law 12.3(1);
- (b) altering any security system established by the Body Corporate in accordance with By-law 12.1 as a result of the loss by the Owner of the Access Device.

12.5 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.

12.6 The Body Corporate may arrange for the installation of any utility infrastructure necessary for the operation of a security system for the benefit of Owners.

12.7 The Body Corporate may, in accordance with the Act, employ persons or appoint a service contractor to provide security services for the Scheme and on terms that, without limitation, provide for:

- (1) access for the service contractor (or any of its employees) to install utility infrastructure for the security system; and
- (2) charging arrangements for callouts.

12.8 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because the security system:

- (1) fails or there is unauthorised entry to any part of the Common Property or a Lot; or
- (2) is not operational at any particular time.

12.9 Each Owner must observe any stipulations of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.

13. By-law 13 – Garbage Disposal and Refuse Collection

13.1 The Body Corporate may establish a garbage disposal and refuse collection system (**Disposal System**) for the Scheme. The Disposal System may provide for any of the following:

- (1) a bulk bin collection service to the Scheme;

- (2) permitted means and times for garbage disposal and removal;

- (3) disposal routes over Common Property to be used in conjunction with the Disposal System or directions to be observed in respect of access to Lots from public roads or internal roads for the purpose of garbage removal;

- (4) designation of areas on Common Property for the storage and collection of garbage;

- (5) arrangements for separation and sorting of garbage;

- (6) special requirements for the storage and collection of flammable, toxic or other harmful substances; and

- (7) requirements for the disposal of garbage to meet the particular requirements of any Lot.

13.2 The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the Regulation Module for the Scheme.

13.3 Notwithstanding the provisions of By-law 13.2, the Body Corporate may, if a nominated refuse contractor is appointed for the Scheme, make arrangements with that contractor for individual Owners electing to use that service to enter into individual supply agreements with that nominated contractor. Nothing in this By-law 13 obliges an Owner to purchase this Service from a nominated contractor however.

13.4 Each Owner must:

- (1) comply with all Requirements relating to the disposal of garbage;
- (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;
- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage;
- (4) if no receptacle is otherwise provided by the Body Corporate or designated as part of the Disposal System, maintain appropriate receptacles for garbage within the relevant Lot; and
- (5) not restrict access to those places on the Scheme Land where rubbish is stored for collection on the designated collection day.

13.5 Each Owner acknowledges that the Body Corporate may be required to give an indemnity to the Local Government, a nominated refuse collector under this By-law, or the Original Owner against any loss or Costs the Local Government, a nominated refuse collector or the Original Owner suffers or incurs in respect of any damage to the pavement and other driving surfaces within the Scheme caused by any bulk bin collection service contemplated by this By-law 13.

13.6 The Body Corporate must clean all sealed traffic areas in the Scheme as necessary to prevent the emission of particulate matter.

13.7 The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of a Disposal System due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the Disposal System.

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13.8 The Body Corporate must not enter into supply agreements or arrangements with a nominated contractor under this By-law 13 on terms that require Owners to utilise a Service provided by a nominated contractor to the exclusion of other providers.

14. By-law 14 – Body Corporate Rights

14.1 Subject to the provisions of the Act and the Regulation Module for the Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner including, without limitation:

- (1) restricting access to or use or enjoyment of any part of the Common Property or Body Corporate Assets, whether on a temporary or permanent basis, including areas used for the location of utility services and utility infrastructure or where necessary to allow the proper and safe undertaking of Development;
- (2) restricting access to the Scheme at night to unauthorised persons; and
- (3) determining rules under which persons are given access to any part of the Common Property or Body Corporate Assets.

14.2 The Committee must ensure that any parts of the Common Property used for:

- (1) electrical substations, control panels or Service Infrastructure (where applicable);
- (2) fire service control panels; and
- (3) other Services to the Lots and the Common Property,

are kept locked wherever possible, unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee.

14.3 After giving any notice required under the Act or regulation module for the Scheme, the Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:

- (1) comply with any Requirement involving the destruction of noxious animals, noxious weeds or other pests; and
- (2) carry out any repairs, alterations, renovations, extensions or Works.

14.4 In case of emergency no notice will be required under By-law 14.3.

14.5 Anything undertaken by the Body Corporate under By-law 14.3 will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.

14.6 In exercising its rights under By-law 14, the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

15. By-law 15 – Animals

15.1 An Owner must not bring or keep a domestic or farm animal on a Lot or the Common Property.

16. By-law 16 – Parking and Road safety

16.1 In this by-law **Vehicle** means any motor vehicle and includes, without limitation, cars, trucks, utilities, motor cycles and trailers and also includes any other means of transport other than by foot, including, but not limited to, bicycles, licensed motorised wheel chairs and similar equipment, skateboards, roller blades and roller skates.

16.2 An Owner must not park or stand a Vehicle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or other parts of the Common Property designated for the standing or parking of Vehicles by Owners and in all cases only in compliance with Approvals.

16.3 The Body Corporate must maintain any visitor, disabled persons or public car parking spaces required under the Approval (if applicable) and not take steps to reduce or alter the number of specified visitor car parking spaces without the consent of the relevant Government Agency. In particular, the on-site visitor parking spaces indicated on the approved plans in the Approval:

- (1) are and must form part of the Common Property;
- (2) must not be designated for the exclusive use of any Lot; and
- (3) must be available for use by all Invitees.

16.4 During daylight hours, the Body Corporate and Owners must not restrict access by visitors, disabled persons or the public to visitor, disabled persons or public car parking spaces (other than for normal maintenance and repair) or take any action to exclude or prevent visitors, disabled persons or the public parking of cars, in those spaces.

16.5 Vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at safe speed.

16.6 Vehicles may not be washed or stored on Common Property.

16.7 Owners and Invitees must:

- (1) use the road network within the Scheme Land with proper care and attention; and
- (2) obey all traffic directions, signs and signals installed by the Body Corporate when driving or riding a Vehicle on Common Property.

16.8 Owners must not ride, or permit the riding of, motorised trail bikes on Lots, Common Property or the Conservation Area or Dedicated Areas unless authorised to do so by the Body Corporate.

17. By-law 17 - Designated Areas and Facilities

17.1 The Committee may:

- (1) designate any appropriate part of the Common Property to be used for a particular purpose or specify that Facilities may be used for particular purposes;
- (2) notify Owners of conditions that apply to access and use of a designated area or Facility although the conditions must apply to all Owners and not (under this By-law 17) constitute the grant of exclusive or special Rights to any one or more Owners to the exclusion of others; and

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(3) determine that designated areas of Common Property be used to store equipment and consumables used for the performance of the Body Corporate's functions and duties.

17.2 The Committee may give any consent (unless a resolution of the Body Corporate is Required under the Act and Regulation Module for the Scheme) under a condition referred to in By-law 17.1(2).

17.3 The Committee may, in respect of the Facilities, determine hours and arrangements for use of those Facilities and arrange for signs to be placed on the Common property notifying Owners of the hours and conditions of use.

17.4 The Committee may:

(1) investigate reports of inappropriate or dangerous behaviour of, or unacceptable noise made by, any Owner or Invitee on the Common Property or in using the Facilities;

(2) require any person engaging in unacceptable or dangerous activities on the Common Property or in using the Facilities to cease the offending activities; and

(3) restrict access by an Owner or Invitee to the Common Property or the Facilities.

17.5 Owners must observe the Requirements of the Management Plans (where applicable) when using the Common Property, the Facilities, Dedicated Areas or the Conservation Area.

18. By-law 18 – Invitees

18.1 An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or another Owner's Lot.

18.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.

18.3 An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-laws.

18.4 An owner must take all reasonable steps to ensure Invitees enter the Common Property by vehicles only during daylight hours and otherwise in accordance with the direction of the Body Corporate or its representative.

19. By-law 19 – Preservation of Common Property

19.1 The Body Corporate may undertake works, including repairs, renovations, alterations or for maintenance purposes as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

20. By-law 20 – Request to Secretary

20.1 An Owner must direct all requests for consideration of any matter by the Body Corporate or the Committee to the secretary or Body Corporate Manager.

21. By-law 21 – Notices

21.1 All notices displayed on the Common Property by the Body Corporate or any Government Agency must be complied with by the Owners.

22. By-law 22- Insurance

22.1 Owners must not do anything to, or that would, diminish or prejudice the Body Corporate's right to claim under insurance effected by the Body Corporate or make insurance more expensive for the Body Corporate to maintain.

23. By-law 23 - Accidents on Common Property

23.1 Owners must:

(1) give notice in writing to the Body Corporate of any accident which:

(a) occurs on, or arises out of or relates to, Common Property or a Body Corporate Asset;

(b) involves the Owner or its Invitees; and

(2) include in a notice, all details required by an insurer; and

(3) assist with any insurance claim arising out of an accident as reasonably required by the Body Corporate.

24. By-law 24 – Copy of By-laws

24.1 Owners must provide any Invitee of a Lot with a copy of these By-laws.

25. By-law 25 – Requests for Information Certificates

25.1 In accordance with its obligations under the Act (including to enforce this CMS), the Body Corporate must take all actions within the scope of its powers and functions to ensure that:

(1) when a request for an Information Certificate is received, the person making the request is provided with copies of:

(a) the Code; and

(b) all approvals given by the DAP in respect of the Lot the subject of the request for an Information Statement under the procedure outlined in the Code; and

(2) the Body Corporate Manager or secretary for the Scheme responsible for responding to a request under section 205 of the Act, provides the information described in by-law 25.1(1).

25.2 Each Owner must provide a potential transferee of the Owner's Lot with a copy of this CMS if it sells or disposes of its Lot.

25.3 Nothing in this By-law 25 restricts the right of an Owner to transfer or deal with that Owner's Lot.

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26. By-law 26 – Code Compliance

- 26.1 Owners and the Body Corporate must observe the Code.
- 26.2 A breach of the Code and any other provision contained in Schedule D is a breach of these By-laws.

27. By-law 27 – Code

27.1 The Body Corporate must ensure that the Body Corporate Manager:

- (1) keeps in its possession a current copy of:
- (a) this CMS and the documents referenced in the Code, including:
- (i) Plan of Development;
- (ii) Structure Plan;
- (iii) Development Manual;
- (iv) Design Standards;
- (v) Preliminary Approval; and
- (vi) landscaping conditions required by Approvals; and
- (2) makes available to any proposed buyer of a Lot in the Scheme (on request) a copy of the documents set out in By-law 27.1(1).

28. By-law 28 - Developer's Rights

28.1 While the Developer (and any person to whom the Developer assigns its Rights under this By-law) remains an owner or occupier of any Lot, the Developer and its contractors, agents and those authorised by it will be entitled to:

- (1) place signs and other advertising and display material in and about the Lots it owns or occupies and the Common Property;
- (2) use any Lot it owns or occupies for the purposes of an on-site sales office;
- (3) carry out building (including construction) of any Improvements or any other Works, on the Scheme Land (including to complete Development forecast in this CMS) without objection to any noise, nuisance or other inconvenience which might occur as a result;
- (4) pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land; and
- (5) use the Common Property or other Lots it owns or occupies in the Scheme to:
- (a) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
- (b) store building materials, vehicles, equipment or fill on the Scheme Land.

28.2 The signs referred to in By-law 28.1(1) will:

- (1) 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
- (2) not be, in terms of number and size, more than is reasonably necessary.
- 28.3 In exercising its Rights under this By-law 28, the Developer must use reasonable endeavours to prevent undue interference with the enjoyment by Owners of their respective Lots and the Common Property.
- 28.4 While any construction is taking place on the Scheme Land, Owners must comply with the reasonable directions of the Developer (and persons authorised by the Developer).

29. By-law 29 - Easements

29.1 The Scheme Land has the benefit of Easement C on SP 210935 and the Body Corporate is required to ensure the continuation of Rights under the Easement. Owners must not do anything that would cause the Body Corporate to breach its Obligations under the Easement.

29.2 The Scheme Land is encumbered by an easement in favour of Energex for electricity supply purposes and the Body Corporate is required to ensure the continuation of Rights under the Easement. Owners must not do anything that would cause the Body Corporate to breach its Obligations under the Easement.

30. By-law 30 - Management Plans

30.1 The Body Corporate and each Owner must comply at all times with any on-going activity, monitoring and management requirements under the Management Plans as amended from time to time.

30.2 The Body Corporate must ensure that it budgets for the Costs of complying with any Requirement under the Management Plans.

31. By-law 31 – Future Allocation of Exclusive Use

31.1 The Original Owner is authorised under this by-law to allocate rights in respect of the Common Property and Body Corporate Assets in accordance with the Act.

31.2 An allocation may be made under By-law 31.1 on conditions including that the Owner:

- (1) is responsible for the maintenance of, and operating Costs for, the parts of the Common Property or the Body Corporate Assets for which those rights are given; or
- (2) must pay a charge to the Body Corporate for the rights allocated (sufficient to cover a proportionate part of the Costs to the Body Corporate of maintaining and operating the Common Property or Body Corporate Asset the subject of the rights); and
- (3) sign an agreement to reflect the conditions of the allocation made by the Original Owner.

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31.3 If no specification is contained in an allocation about obligations to maintain and meet the operating Costs for parts of the Common Property or Body Corporate Asset, the Owner is taken to be

responsible for those Costs for the part of the Common Property or Body Corporate Asset the subject of the allocation.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

ARCHITECTURAL AND LANDSCAPING CODES

1. Definitions

1.1 Terms that have a defined meaning in Schedule B or Schedule C have the same meaning when used in this Schedule D unless the context indicates otherwise.

1.2 In this Schedule D, unless the context otherwise requires:

(1) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, any permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for the Land or Scheme and includes:

- (a) the Preliminary Approval;
- (b) the Structure Plan (and the Development Manual as referenced in the Structure Plan);
- (c) the Plan of Development;
- (d) Management Plans or similar plans prepared or required in accordance with, or ancillary to, any of the documents in clauses 1.1(2)(a) to 1.1(2)(d);
- (e) any development print obtained for Development on a Lot; and
- (f) any replacement, variation or modification of any relevant approval;

(2) **Buildings** means buildings and associated improvements constructed or to be constructed on Lots;

(3) **Building Works** means Development comprising building works undertaken by an Owner (or on the Owner's behalf) on a Lot and includes associated works in the nature of:

- (a) construction, erection, installation, alteration, repair, renovation of any building or other improvement, recreation facility or utility infrastructure;
- (b) earthworks; or
- (c) Landscaping;

(4) **Claims** means any action, proceeding, suit, claim or demand;

(5) **Code** means the architectural and landscaping code, inclusive of the DAP Process in this Schedule D and includes reference to the Structure Plan, Preliminary Approval, Plan of Development, Development Manual and Management Plans (as applicable);

(6) **Consultants** means consultants selected by the Body Corporate or Owner as the case requires;

(7) **Contract** means a contract between the Developer and the Owner for the Lot;

(8) **Contractor Acknowledgement** means a notice issued under clause 10.6 in relation to the engagement of a Service Contractor or Consultant;

(9) **DAP** means the development assessment panel established under clause 18 of this Schedule D;

(10) **DAP Process** means the process referred to in clause 19 of this Schedule D;

(11) **DAP Recommendation** means a recommendation of the DAP to the Body Corporate that a Development Proposal (either preliminary or final as the case requires) either:

- (a) complies with the Code; or
- (b) does not comply with the Code;

and which, in either case, may be given on a conditional basis;

(12) **Design Standards** means the design standards that address the objectives and purposes of this Code for Development Proposals (as referred to in clause 2) by adopting:

- (a) the mechanisms and stipulations in clause 15 of this Code; or
- (b) alternative solutions (to the extent permitted by this Code) so as to give effect to the design standards and performance criteria specified in this Code;

(13) **Developer** means the Original Owner or any successor in title to the Original Owner that undertakes the progressive Development of the Scheme Land forecast in Schedule B of this CMS but does not include:

- (a) an Owner (other than the Original Owner) of a Lot which is not to be further reconfigured; or
- (b) an Owner (other than the Original Owner) of a Lot who creates:
 - (i) a subsidiary community titles scheme by Development (including further reconfiguration) of a Lot; or
 - (ii) additional Lots in the Scheme by Development (including further reconfiguration) of a Lot;

(14) **Development** means all activities defined as development (including Building Works) under the *Integrated Planning Act 1997* or *Sustainable Planning Act 2009* as the case may be, conducted or undertaken in connection with the Scheme Land and includes development indicated or referred to in this Schedule and which

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complies with the conditions of the Code and **Develop or Developed** have a corresponding meaning;

- (15) **Development Proposal** means a proposal for Development of a Lot, to be submitted to the DAP under this Code and which complies with or satisfies the Design Standards and addresses any mandatory inclusions or content required under this Code and other applicable Requirements;
- (16) **Edge Zone** means allotments relating to the IEC3 Habitat Protection Zone as detailed in the Structure Plan;
- (17) **Enforcement Action** means the exercise of a right arising out of, or in connection with, a default under, or enforcement of the terms of, this CMS or obligation under the Act, including the exercise of a Right that may lead to:
- (a) a claim for damages or other compensation under this CMS or any other applicable right;
- (b) the variation of a Lot owner's rights or obligations under this CMS or the Act; or
- (c) a refusal to comply with, or suspension of performance under, a provision of this CMS or the Act;
- (18) **Engagement Notice** means a notice issued by a Lot owner under clause 10.5;
- (19) **IEC3 Habitat Protection Zone** means the area identified as such in the Structure Plan;
- (20) **IPA** means *Integrated Planning Act 1997 or Sustainable Planning Act 2009 as the context requires* ;
- (21) **Landscaping** includes, without limitation, the construction of fences, retaining walls, other landscaping features, drains, excavations, removal of materials and construction of picnic tables, shelters, barbeques, trails, bikeways and other similar facilities;
- (22) **Landscaping Bond** means an unconditional bank guarantee or similar undertaking:
- (a) in a form and from a bank or financial institution acceptable to the Body Corporate;
- (b) naming the Body Corporate as beneficiary or payee; and
- (c) for an amount calculated at a rate of \$200 per lineal metre of road frontage of a Lot or, in the case of a corner lot, calculated at a rate of \$100 per lineal metre of road frontage;
- (23) **Losses** means damages, losses, costs, charges, expenses, penalties, interest and fines;
- (24) **Lots** means the lots in the Scheme at any given time;
- (25) **Obligation** means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability;
- (26) **Original Owner** means Carndale Pty Ltd ACN 090 740 524 and H. G. Associates Pty Ltd ACN 009 806 697;
- (27) **Security** means a bank guarantee, deposit bond or similar unconditional security;
- (28) **Security Amount** means an amount of \$10,000;

(29) **Service Contractor** means a contractor engaged to perform Service Works or other services for or on behalf of the Body Corporate or an Owner as the case requires; and

(30) **Structural Elements** means all supporting columns, walls, concrete slabs, foundations and footings and other building elements associated with the structural integrity of a Building that provide support or shelter for, or require support or shelter from, any Lot or the Common Property.

2. Statement of Intent and Acknowledgements

2.1 The purpose of the Code is to:

- (1) ensure that conditions of Approvals are complied with;
- (2) preserve the amenity, use and enjoyment of the Scheme for Owners and create a harmonious community in which businesses can be conducted from the Scheme Land;
- (3) ameliorate impacts of Development while also providing for the effective and ongoing operation and use of the Scheme as part of an urban environment through implementation of Design Standards and adoption of the DAP Process under this Code;
- (4) provide expert input through the DAP Process to the determination of matters referred to in clause 2.1(1) and 2.1(2);
- (5) ensure a high standard and consistency of design and construction quality for Development of the Scheme to protect the investment of Owners and ensure that the buildings, Common Property and utility infrastructure and services are maintained; and
- (6) ensure Owners are made aware of the relevance of this Code (including the Design Standards) through ongoing disclosure and education by the Body Corporate.

2.2 This Code contains specific mechanisms that the Body Corporate and Owners acknowledge are consistent with the objectives in clause 2.1 as follows:

- (1) provisions which set out a process for providing Information Certificates to relevant persons detailing the Requirements of the Code and for acknowledgment of those Requirements;
- (2) provisions to ensure that relevant Design Standards are complied with for Development within the Scheme;
- (3) Requirements that Owners and the Body Corporate observe the provisions of this Code that relate to Development on Lots; and
- (4) a process for ensuring that this Code is not changed or amended to prejudice the application of the Code or Requirements (including Approvals) and to satisfy the requirements of Approvals.

2.3 The Body Corporate has a statutory function under the Act to observe and cause Owners to observe the terms of this CMS and to enforce the terms of the CMS, including this Code. The Body Corporate must, under the Act, act reasonably in everything it does. Having regard to its statutory functions and duties, and the intention of the legislation in allowing for the inclusion of the Code in this CMS, Owners and the Body Corporate acknowledge that:

- (1) DAP recommendations are intended to form the basis for the Body Corporate to make a fully informed and reasonable decision as to the applicable enforcement of this Code in respect of Development of the Lots;

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(2) the DAP Process is integral to the Body Corporate acting reasonably in enforcing and applying the Code; and

(3) acceptance of, and reliance on, DAP Recommendations is, in the absence of manifest error, a reasonable basis for the making of decisions on this Code for the matters the subject of those DAP Recommendations.

3. Composition of Code

3.1 For avoidance of doubt, the Code ("this code") comprises the provisions:

- (1) of this Schedule D; and
- (2) as they are incorporated and applicable (including by reference) the terms of:
 - (a) the Preliminary Approval;
 - (b) the Structure Plan;
 - (c) the Plan of Development;
 - (d) the Development Manual;
 - (e) the Management Plans; and
 - (f) Approvals.

3.2 Copies of each of the documents referred to in clause 3.1(2) are available for inspection as part of the Body Corporate records and may be inspected in accordance with the provisions of the Act relating to access to records of the Body Corporate.

3.3 To the extent there is any inconsistency between:

- (1) Approvals and this Code, the Approvals prevail; and
- (2) the provisions of this Code and the provisions of the documents referred to in clause 3.1(2) where they are not deemed to be or are part of an Approval, the provisions of this Code prevail.

4. Code

4.1 If it is held by a court of competent jurisdiction that:

- (1) any part of this Code is or would be void, voidable, illegal or unenforceable; or
- (2) the application of any part of this Code to any person or circumstances is or will become invalid or unenforceable,

unless any part of this Code were severed from this Code that part will be severable and will not affect the continued operation of the remaining conditions of this Code.

4.2 The objectives of the Code include to:

- (1) establish an architectural and Landscaping standard; and
- (2) develop and maintain a consistent standard of Development;
- (3) ameliorate the impacts of Development on adjoining areas; and

(4) ensure the efficient location and enjoyment of all uses within the Scheme.

5. Application of Code

5.1 This Code binds the Body Corporate and the Owners to the same extent as if this Code had been signed and sealed by the Body Corporate and each Owner respectively and as if it contained mutual covenants to observe and perform all the provisions of this Code.

5.2 The provisions of this Code do not apply to Development undertaken by the Original Owner for the purpose of the progressive Development of Scheme as forecast in Schedule B of this CMS in respect of the Original Owner undertaking Building Works, or engaging of Service Contractors.

6. Original Owner's Approvals

6.1 An approval given by the Original Owner for a Development Proposal prior to establishment of the Scheme or transfer of title to a Lot from the Original Owner to another Owner, constitutes compliance with this Code for the purpose of:

- (1) any provision of this Code requiring the Body Corporate or DAP to consent to a Development Proposal; and
- (2) the DAP process.

6.2 Owners acknowledge that:

- (1) continuing compliance by the Owner with the conditions on which the Original Owner gives an approval for a Development Proposal is a condition of this Code;
- (2) the Original Owner's approval does not extend to a transferee from the Owner who undertakes Development to implement the Owner's Development Proposal unless the transferee provides a deed of covenant in the form prescribed by the Body Corporate acknowledging the Obligations of the Owner under any approval given by the Original Owner and that those Obligations are enforceable by the Body Corporate;
- (3) the Original Owner's approval for any Development Proposal is given subject to the following:
 - (a) the Owner complying with all provisions of the Code that would otherwise apply to any proponent of Development regulated by the Code as if the Original Owner's approval were an approval given under the Code for the relevant Owner's Development Proposal including (without limitation) in relation to:
 - (i) complying with Requirements;
 - (ii) undertaking of Building Works; and
 - (iii) provision of information about the relevant Development;
 - (b) a breach of the conditions of the approval given by the Original Owner in relation to the undertaking of the Development Proposal is a breach of this Code; and
 - (c) the Original Owner may direct payment to the Body Corporate of any Security Amount to which the Original Owner is entitled under the term of any contract between the Original Owner and the Owner where a breach of this Code occurs (including where

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request is made by the Body Corporate to the Original Owner to require that payment following a breach of this Code); and

- (4) approval by the Original Owner (conditional or unconditional) of any Development Proposal will not be construed as compliance with any Requirement relating to or regulating construction of the Development Proposal by an Owner or the structural soundness of the Development comprised in a Development Proposal as constructed.

6.3 Any Owner who has obtained the Original Owner's approval for a Development Proposal must not in a material way amend, vary or withdraw the Development Proposal without the prior written consent of the Body Corporate and without following the DAP Process as it applies to any such amendment or variation (as if the Original Owner's approval is a DAP Recommendation adopted as an approval by the Body Corporate).

6.4 An Owner must promptly give the DAP a copy of:

- (1) each Approval from the Assessing Authority in respect of a Development Proposal approved by the Original Owner;
- (2) all correspondence to and from the Assessing Authority relating to the relevant Development Proposal;
- (3) all written objections to the Development Proposal which are received by the Owner or of which it has or receives a copy; and
- (4) all consents, Approvals and certificates received and notices given in relation to the Owner's Development Proposal.

7. Changes to this Code

7.1 The Body Corporate must notify Redland City Council in writing of any proposed change to the CMS that relates to this Code before it issues notices for any meeting to consider the proposed change or takes any other action that may lead to the new CMS being approved for recording.

7.2 The Body Corporate must not approve a request to record a new CMS that would result in the provisions of this Code relating to Design Standards and Development impacts being changed without consulting with and considering the recommendation of the DAP in respect of the proposed change. Nothing in this clause 7.2 fetters the discretion of the Body Corporate to validly make a determination in respect of any proposal to change the Code.

7.3 The Body Corporate and each Owner acknowledges that a:

- (1) new CMS for the Scheme (to be progressively Developed) that changes any provision of this Code relating to Design Standards cannot be recorded without the endorsement by the Assessing Authority as changes to provisions relating to Design Standards are differences to which the Assessing Authority could have regard for identifying inconsistencies under section 60(4) of the Act; and
- (2) failure to ensure the Assessing Authority has endorsed a new CMS, as required by the Act, that changes any provision relating to this Code is a breach of the Code.

7.4 Under the Act a resolution without dissent is required to change this Code and copies of each new CMS must be provided to the Assessing Authority (even where not required to be endorsed).

8. Building Works

8.1 Any Building Works must comply with applicable Requirements and this Code including, the:

- (1) provisions of Approvals for a Development Proposal; and
- (2) terms of this clause 8.

8.2 If an Owner wishes to undertake Building Works that affect another Lot or a Right or Obligation under this CMS, the Owner must:

- (1) notify the Body Corporate of that fact;
- (2) provide the Body Corporate with copies of any information about the Building Works reasonably requested by the Body Corporate which may include:
 - (a) copies of Approvals for the Building Works;
 - (b) copies of plans and drawings in respect of the Building Works;
 - (c) copies of insurance in respect of the Building Works and the terms of any contract with a builder or Service Contractor in respect of the Building Works; and
 - (d) evidence reasonably Required by the Body Corporate to satisfy itself that the undertaking of the Building Works will not breach the Act or a term of this Code;
- (3) notify the other Owners and the Body Corporate of the time and duration of the proposed Building Works;
- (4) notify the other Owners and the Body Corporate of any need for access to another Owner's Lot for the purpose of undertaking Building Works;
- (5) meet all costs of restoration to another Owner's Lot as necessitated as a consequence of the Building Works; and
- (6) keep the Body Corporate informed as to progress of the Building Works and respond to requests for information from the Body Corporate promptly during the Building Works.

8.3 An Owner must treat any information provided to the Body Corporate under clause 8.2, and to which it has access, in a confidential manner and not disclose it to another party without the consent of the Owner who provided the information, except to the extent that the information is publicly available or a matter of public record.

8.4 In respect of any Building Works, each Owner accepts that:

- (1) during any construction, Services may be interrupted for short periods of time and access to Lots may be partially restricted or modified; and
- (2) Service Infrastructure may need to be relocated, upgraded or otherwise changed or added to at the cost of the Owner undertaking Building Works.

8.5 If an Owner obtains an Approval from the relevant Assessing Authority, another Owner must not, subject to clause 8.6, object to Building Works, as long as any inconvenience during Building Works is temporary and does not prevent that Owner from utilising its Lot.

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8.6 Clause 8.5 does not prevent the Body Corporate, or any Owner, from exercising any rights it may have under IPA to object to a proposal for Building Works.

8.7 If an Owner requires access to another Owner's Lot to undertake Building Works, it must observe the provisions of clause 9.

8.8 The Owner proposing Building Works is responsible for any damage, costs, Claims or other liabilities arising out of the undertaking of the Building Works, including damage, costs, Claims or liabilities caused by Service Contractors engaged by the Owner in connection with the Building Works. If damage is suffered or incurred by another Owner as a result of the Building Works, that Owner may recover that loss or damage suffered as a liquidated debt from the Owner conducting Building Works and regardless of whether that loss or damage was caused by the Owner responsible for Building Works or Service Contractors engaged or authorised by the relevant Owner in connection with the Building Works.

9. Conditions of Entry and Building Works

9.1 This clause applies subject to any provisions of the Act and to the extent of any inconsistency between the provisions of this clause 9 and the Act, the Act prevails.

9.2 An Owner that requires access to another Owner's Lot for the purpose of undertaking Building Works or Service Works must:

(1) give reasonable notice to the other Owner of the Requirement for access detailing the:

(a) time at which access is required or works are to be undertaken; and

(b) identity of any Service Contractors or Consultants that will require access;

(2) allow the other Owner occupier the reasonable opportunity to consult with any Service Contractors or Consultants prior to and throughout the relevant works;

(3) ensure that Service Contractors and Consultants are made aware of, and observe the reasonable Requirements of, the relevant Owner of the Lot from which access is required;

(4) in exercising its Rights under this clause, minimise disruption to other Owners (having regard to the use of the Lot and the relevant Owner's Obligations to any occupier) and leave the relevant Lot undamaged, clean, tidy and fully restored (so far as is reasonably possible) to its condition prior to that access;

(5) ensure that reinstatement works required in another Lot as a result of access or Building Works being undertaken are completed as soon as practicable and progressively to any relevant part of a Lot notwithstanding that access or Building Works may still be continuing in another part of the relevant Lot;

(6) ensure that all Requirements are complied with in connection with the undertaking of Building Works; and

(7) ensure that Building Works do not prejudice or materially adversely affect any rights of support and shelter or other reciprocal rights given under the Act or this CMS.

9.3 An Owner who receives notice under clause 9.2(1) must co-operate with the Owner who engages Service Contractors or Consultants and ensure that Service Contractors and Consultants

are not hindered or disrupted in the performance of the relevant works.

9.4 Service Contractors may bring onto a Lot materials and equipment reasonably required to undertake Building Works or Service Works.

10. Service Contractors

10.1 This clause 10 does not apply to engagement of Service Contractors by the Original Owner in the undertaking of Development by the Original Owner.

10.2 Without limiting the Body Corporate's Rights and Obligations to maintain and repair Common Property, only Service Contractors and Consultants approved by the Body Corporate under clause 10.3 or who satisfy the requirements of clause 10.8 may do Building Works:

(1) that affect Structural Elements or Service Works of a major or substantial nature;

(2) for the maintenance or replacement of Facilities; and

(3) where a provision of this CMS otherwise requires an approved Service Contractor to be used.

10.3 The Body Corporate may approve a Service Contractor or Consultant, in its absolute discretion, to undertake relevant Building Works or to provide consultancy services, including a Service Contractor or Consultant nominated by a Lot owner under clause 10.8.

10.4 The Body Corporate must keep, and give each Owner on request, a list of current approved Service Contractors and Consultants.

10.5 Without limiting clause 10.2 or clause 10.3, if a provision of this Code requires or permits the engagement of a Service Contractor or a Consultant by an Owner in connection with the performance of an Obligation or exercise of a Right under this CMS, prior to engagement, the Owner responsible for or seeking the engagement must give the Body Corporate an Engagement Notice specifying:

(1) the intended engagement and proposed Service Contractor or Consultant;

(2) the purpose of the engagement;

(3) the details of any Building Works associated or proposed in connection with the engagement, including copies of plans and specifications for those Building Works;

(4) details of applicable insurance in respect of the relevant Service Contractor or Consultant and for any Building Works associated with the engagement; and

(5) any other information required to be provided under a provision of this CMS in connection with the engagement or its purpose.

10.6 Within 21 days of receipt of an Engagement Notice, the Body Corporate must issue a Contractor Acknowledgment for the relevant engagement specifying (as applicable):

(1) confirmation as to whether the proposed Service Contractor or Consultant is an approved Service Contractor or Consultant for the purpose of clause 10.2 (if applicable) and clause 10.3 and, if not, stipulating whether the Body Corporate:

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- (a) refuses its consent to the relevant Service Contractor or Consultant and on what basis; or
- (b) will consent on specified conditions; and
- (2) directions as to reasonable conditions to be observed for access to another Owner's Lot (as notified by the relevant other Owner) and subject to those conditions being consistent with a provision of this CMS;
- (3) requirements for the provision of a Security by the party proposing the engagement of the relevant Service Contractor or Consultant to secure performance of any Obligations under this CMS in connection with the undertaking of Building Works associated with the engagement;
- (4) the terms for the relevant engagement if the Contractor Acknowledgment is issued in the circumstances in clause 10.9; and
- (5) other requirements considered by the Body Corporate to be reasonably appropriate to the engagement to ensure compliance with the terms of this CMS.

10.7 The Body Corporate may also issue a Contractor Acknowledgement to an Owner where:

- (1) the relevant Owner has failed to perform Building Works or engage a Service Contractor or Consultant to perform Building Works or another Obligation where Obligated to do so under this CMS; or
- (2) an Owner requests the Body Corporate to issue a Contractor Acknowledgement to it in respect of Building Works or another Obligation of the Owner under this CMS or a provision of this CMS allows the Body Corporate to organise or select Service Contractors or Consultants.

10.8 An Owner may nominate an alternative Service Contractor or Consultant for approval by the Body Corporate (which approval must not be unreasonably withheld) if the Owner:

- (1) specifies in an Engagement Notice the:
 - (a) nature of the services that the Owner is seeking;
 - (b) name and address of the alternative Service Contractor or Consultant; and
 - (c) estimated Cost that will be charged by the alternative Service Contractor or Consultant;
- (2) provides a written statement from the alternative Service Contractor or Consultant of the:
 - (a) capability of the alternative Service Contractor or Consultant; and
 - (b) terms and conditions of the engagement; and
- (3) satisfies the Body Corporate that the alternative Service Contractor or Consultant is able to provide services necessary for the fulfilment of the relevant Obligation of the Owner and observe the criteria set out in this CMS for performance of the engagement.

10.9 Where the Body Corporate is permitted or required to organise or select Service Contractors or Consultants under this CMS or the Act, the issue of a Contractor Acknowledgment to an Owner is a direction to that Owner to engage the nominated Service

Contractor or Consultant and the Owner must comply with that direction within the time specified in the Contractor Acknowledgment. If the Owner fails to observe the Contractor Acknowledgment, the Body Corporate may engage the relevant Service Contractor or Consultant and recover the Costs of doing so from the defaulting Owner without limiting any other Enforcement Action that may be taken by another Owner or the Body Corporate in respect of that default.

10.10 A dispute about the requirements or other matters specified in a Contractor Acknowledgment (including the nature and quantum of any Security) may be determined by an expert if agreed to by the relevant parties and without limiting any Right of a party to exercise any Rights in respect of that dispute under the Act.

10.11 Each Owner indemnifies the other Owners and the Body Corporate against any claims, Costs and liabilities incurred (including Costs of Enforcement Action) or loss suffered by the other Owners or the Body Corporate arising out of or in connection with:

- (1) an Owner's failure to perform its Obligations in connection with the engagement of Service Contractors or Consultants;
- (2) a failure by an Owner to observe this clause 10; and
- (3) its acts and those of its Service Contractors, Consultants servants and agents, invitees and licensees in occupying or using parts of another Owner's Lot in the course of an engagement.

10.12 Each Owner releases the other Owners and the Body Corporate from any claim and liability arising out of or in connection with the proper and authorised application of the provisions of this clause 10 and, without limitation, the issuing of Contractor Acknowledgments and specification of conditions and requirements for the engagement of Service Contractors and Consultants by the Body Corporate.

10.13 An Owner is not relieved of any liability to or for its Service Contractors or Consultants as a result of the Body Corporate requiring the Owner to engage and use an approved Service Contractor or Consultant.

10.14 The requirements in this clause 10 for the issuing of Engagement Notices and Contractor Acknowledgments do not apply in an emergency.

11. Owner's Must Comply – General Provisions

11.1 A Development Proposal must comply with the applicable Requirements and this Code, (other than to the extent an approval given by the Original Owner is an approval for this Code or relieves the Owner of the Obligation to obtain an approval under this Code, subject always to any conditions imposed by the Original Owner in giving an approval).

11.2 During the construction of Development on an Owner's Lot, the Owner must allow the DAP access to the Lot to inspect the Owner's compliance with Requirements and this Code.

11.3 Owners must:

- (1) obtain the Body Corporate's approval for Development Proposals by following the DAP Process under this Code;
- (2) obtain all necessary Approvals for the Development comprised in a Development Proposal;

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- (3) observe the terms of a DAP Recommendation once approved or adopted by the Body Corporate in accordance with this Code;
- (4) observe all Requirements in respect of the Development Proposals, including this Code, and those of any necessary Approvals for Development Proposals;
- (5) comply with the provisions of the Act in respect of the conduct of Development for a Development Proposal;
- (6) meet all costs of undertaking Development Proposals and any costs of restoration of the Common Property necessitated as a consequence of the implementation of Development Proposals;
- (7) undertake the Development the subject of a Development Proposal in a manner that minimises (as far as is reasonably possible) disturbance to other Owners of Lots and observe any reasonable directions of the Body Corporate (including terms of DAP Recommendations adopted by the Body Corporate) to ensure minimal disruption to other Owners;
- (8) give adequate and reasonable prior notice to the Body Corporate and DAP of the anticipated duration of Development activities for a Development Proposal, the times at which access will be required to parts of the Scheme other than the relevant Lot and identify all Service Contractors that will require access; and
- (9) keep the Body Corporate and the DAP informed as to the progress of the undertaking of the Development activities for a Development Proposal and respond to requests for information from the Body Corporate and the DAP promptly.

12. Completion of Owner's Development Proposal

- 12.1 This Code and the Development Manual incorporate requirements for the commencement and continuation of Development of Lots.
- 12.2 Owner must ensure that:
- (1) construction of Buildings on the Owner's Lot as part of a Development Proposal is continuous and does not cease for more than a 3 month period at any point in the undertaking of Building Works (other than where due to matters beyond the control of the Owner);
 - (2) approved Building Works are completed within 12 months from the date of commencement of construction of those Building Works; and
 - (3) use and occupation of Buildings must not commence prior to completion of Building Works and Landscaping.
- 12.3 Owners acknowledge that the requirements referred to in clauses 12.1 and 12.2 of this Code and the terms and conditions of this Code provide a reasonable security and assurance as to the maintenance of a high standard of Development, including streetscapes, within the Scheme and will enhance the amenity of the Scheme for the benefit of all Owners.
- 12.4 Owners must:
- (1) commence the Development of the Lot under an approved Development Proposal on or before 5pm on the day that is 24 months after the date on which the Owner settles the acquisition contract for the Owner's Lot;

- (2) provide the DAP with a copy of the certificate of classification for the Buildings constructed on the Lot for a Development Proposal on or before 5pm on the day that is 12 calendar months from date of commencement of construction under clause 12.4(1).
- 12.5 If an Owner's Development Proposal is not completed by the date referred to in clause 12.4(2) for reasons which are beyond the control of the Owner, then the DAP will, on the application of the Owner, not unreasonably refuse to extend the date referred to in clause 12.4(2) by the period of the delay provided that no extension under this clause will be for a period of more than six (6) months.
- 12.6 For the avoidance of doubt, an application by the Owner for an extension under clause 12.5 may only be made on one occasion.
- 12.7 The Owner acknowledges the terms of the Contract between the Original Owner and the Owner with respect to the provisions of the Security Amount to secure performance of the Obligations referred to in this clause and the Code.

13. Landscaping Bond

- 13.1 Owners must provide the Landscaping Bond prior to commencement of the undertaking of Development for a Development Proposal on the Owner's Lot.
- 13.2 If an Owner fails to comply with Requirements for Landscaping in relation to the Owner's Development Proposal, the Body Corporate may:
- (1) if the Landscaping Bond has been provided to the Original Owner under a contract between the Original Owner and the Owner, require the Original Owner to draw on the Landscaping Bond; or
 - (2) where the Landscaping Bond is otherwise provided to the Body Corporate, draw on the Landscaping Bond;
- and in either case require application of the proceeds of drawing on the Landscaping Bond against actual or anticipated costs, losses or damages in respect of compelling performance or seeking redress for a failure of performance of the Owner in relation to Landscaping works, including:
- (3) consultants' and solicitors' costs (on an own client basis) and any costs of instigating, taking or pursuing enforcement actions; and
 - (4) doing or causing to be done anything the Owner is Obligated to do in connection with the Landscaping works.
- 13.3 If the Original Owner holds the Landscaping Bond, the Body Corporate's Rights under clause 13.2 are subject to any Rights of the Original Owner in respect of the application of the Landscaping Bond which prevail in the event of any inconsistency.
- 13.4 Owners acknowledge that:
- (1) compliance with Requirements for Landscaping is essential for the maintenance of a high standard of appearance and amenity in the Scheme, and non-compliance may adversely affect the interests of the Original Owner and other Owners in the Scheme; and
 - (2) the requirement for payment of the Landscaping Bond under this clause (or under any contract with the Original Owner) is appropriate to stand as security for the performance of Owner's Obligations in respect of Landscaping associated with an Owner's Development Proposal.

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13.5 The Landscaping Bond must be returned to the Owner on practical completion of the frontage Landscaping works. For the purpose of this clause 13.5, practical completion is deemed to have been achieved when the Landscaping works are accepted by the DAP.

14. Approved Plan of Development

14.1 The Body Corporate may, from time to time, issue minimum design objectives and guidelines for the Scheme that are not inconsistent with the Preliminary Approval, other relevant Approvals and Requirements and the provisions of this Code generally.

14.2 Design Standards are incorporated in the approved Plan of Development and the Development Manual approved by the Assessing Authority. Those documents are deemed to be part of this Code.

14.3 Key elements of the Design Standards include provisions and standards relating to:

- (1) Building Siting and Design;
- (2) Building Form, Materials and Colours;
- (3) Access, Driveways and Parking;
- (4) Fences and Fauna Movement;
- (5) Landscaping;
- (6) Signage;
- (7) Stormwater; Management;
- (8) Site Emissions; and
- (9) Refuse Collection.

14.4 The Plan of Development (approved by the Assessing Authority as required under the Preliminary Approval – conditions 1, 2 and 4) is part of the Preliminary Approval and can only be changed with the Assessing Authority's further approval. This CMS refers to the Plan of Development and the Structure Plan and cannot be changed without endorsement of the Assessing Authority as required under the Act.

15. Design Standards

15.1 A Development Proposal must address and meet the standards for design and construction set out in this clause 15, and the terms of this Code (including documentation incorporated by reference in this Code).

15.2 The tables in this clause 15 (as adopted from the Approvals), show performance criteria to be addressed by Development Proposals and acceptable solutions for those criteria (**Acceptable Solutions**).

15.3 If an Owner proposes a solution for performance criteria that does not adopt the Acceptable Solutions specified in this clause 15, the Owner must satisfy the DAP as to how alternative solutions

will meet the performance criteria and provide supporting information to verify that outcome. This provision applies regardless of whether a Development Proposal will attract impact assessment under the Preliminary Approval (or otherwise).

Use of Lot

15.4 An Owner must not use a Building for any purpose other than as authorised by applicable Approvals.

Building Site and Design Requirements

15.5 Owners acknowledge that:

- (1) site cover and building setbacks reinforce a high quality architectural standard for the Scheme;
- (2) building siting creates an active and attractive street frontage;
- (3) buildings are sited to minimise the impediment to fauna movement by such matters as allotments within the Edge Zone creating a minimum 5.0m wide corridor between the IEC 3 Habitat Zone and the road alignment;
- (4) careful siting of buildings is required to ensure:
 - (a) the benefits of solar access are maximised;
 - (b) fire risk is minimised;
 - (c) environmental initiatives for the Scheme are complied with;
 - (d) privacy is respected;
 - (e) street amenity is maintained; and
 - (f) ease of vehicle movement and manoeuvring (including for refuse collection);
- (5) each building should be sited and designed to maximise the natural characteristics of the Lot;
- (6) correct siting can reduce heating and cooling expenses and lead to improved building efficiency;
- (7) siting and layout should minimise overlooking and overshadowing of adjoining properties;
- (8) Buildings are to address the street by having an office, arrival or administrative area facing towards the street where practicable;
- (9) Buildings and carparks should be sited and designed to take advantage of the natural slope of the Land within the Scheme and minimise the necessity for bulk earthworks and retaining walls;
- (10) utilising the natural landscape can minimise stormwater nuisance at both the upstream and downstream boundaries;
- (11) the visual prominence of Buildings on the higher areas of a Lot is to be reduced by limiting Building heights;
- (12) in winter the sun rises in the north east and sets in the north/west, therefore exposure to the north east captures the morning sun on cool mornings; and
- (13) in summer, the sun planes on a more vertical basis and the heat can therefore be high in the afternoon. Buildings should therefore

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be protected from the afternoon sun by avoiding openings and windows on the western side or by providing shielding.

Performance Criteria	Acceptable Solutions
P1.1 Site Cover and frontage setbacks reinforce a 'building in a park setting' character.	<p>A1.1 Site cover is a maximum of:</p> <ul style="list-style-type: none"> a) 60% of the site area at the ground level; b) 70% of the site area above ground floor level; c) a minimum of 10% of the site area is to be open space. d) maximum plot ratio is to be 0.75 <p>A1.2 Minimum building setbacks are 6.0m. This may be relaxed to:</p> <ul style="list-style-type: none"> a) collector roads – 4.0m; b) access roads – 2.0m, <p>Subject to façade treatment code and underground services. Building setbacks apply to both frontages on corner allotments in accordance with road class.</p> <p>A1.3 Buildings are sited to:</p> <ul style="list-style-type: none"> a) allow access for emergency vehicles; and b) provide clearance for maintenance access to underground services.
P2.1 Building height minimises the visual impact of the large scale built form associated with the Redlands Business Park.	<p>A2.1</p> <ul style="list-style-type: none"> a) Building height is not to exceed 15 metres. b) The maximum height of any structure on the site is to be RL49.00 metres Australian Height Datum (AHD).
P3 Vehicle parking is contained within individual Lots and does not visually dominate the streetscape.	A3.1 Non visitor parking to be located away from the street frontage or visually screened from the road alignment with soft landscaping elements.
P4 Buildings are orientated towards the street	A4.1 Buildings are designed to present office, arrival and administrative functions to the street.
P5 Buildings are sited in the Edge Zone so facilitate fauna movement through the Lots	A5.1 In Lots situated in the Edge Zone a minimum 5.0m wide corridor clear of obstruction extends from the road frontage to the rear boundary.
P6 Buildings are sited to minimise impacts on neighbouring areas.	<p>A6.1 Buildings and work areas are to be designed to comply with the Site Emissions Codes.</p> <p>A6.2 Higher impact uses are located within IEC2.</p>
P7 Building and site designs take advantage of the Lot's topography to minimise retaining wall heights and other impacts.	<p>A7.1 Buildings are sited to minimise earthworks by devices such as stepped slabs and undercover parking.</p> <p>A7.2 Where possible, retaining walls are incorporated into a Building's built form.</p> <p>A7.3 Retaining walls not incorporated in built form are no greater than 1.5m in height where visible from the street. Retaining walls in front of the Building line are to have a maximum height of 1.0m.</p> <p>A7.4 Site runoff is directed away from Buildings.</p> <p>A7.5 Overland flow from upstream catchments is designed to travel across sites without causing flooding or nuisance.</p>
P8 Buildings are designed and located to reduce their risk of bushfire damage and harm.	<p>A8.1 Buildings are located 10.0m from the IEC3 boundary. This may be relaxed if 60/60/60 FRL walls are utilised facing the IEC3 area.</p> <p>A8.2 Lots 71 to 75 are to have a minimum building setback of 20m from the rear boundary.</p>

Building Form, Material & Colours

15.6 Owners acknowledge:

(1) built form with the Redlands Business Park should enhance the aesthetic values of the Scheme;

(2) relaxations to minimum building setbacks from the road alignment will be given where there is aesthetic building design which addresses the street and adds to the ambience of the estate;

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(3) materials and colours of the walls and roofs of Buildings will have a major impact on the visual quality of the Redlands Business Park, therefore the thoughtful selection of materials and colours

will achieve a high degree of visual harmony between Buildings and will avoid colours out of character with the appearance of their neighbours and the environment of the Scheme.

Performance Criteria	Acceptable Solutions
P1 The entry and access points of any Building or structure are legible from the street.	A1.1 The main entry from the street is easily identifiable and directly accessible. A1.2 Office space or reception areas are sited and orientated towards the principal road frontage or front of Building. A1.3 Openings in Buildings such as balconies and windows are provided for office and administrative uses which overlook the street frontage or front of Building providing opportunities for casual surveillance of public areas.
P2 Building form does not dominate the streetscape.	A2.1 Buildings are designed to reduce the appearance of scale and bulk to the street. Treatments may include variation of materials, wall articulation, recesses and roof forms. A2.2 Where large areas of wall facing the street are necessary they include composite construction, variations in materials, textures, colours and forms.
P3 Buildings or structures are designed and finished to have a high quality and attractive appearance to the street, incorporating materials, colours and architectural details of a high standard.	A3.1 Street facades of Buildings are constructed of non-reflective materials (eg. brick, rendered masonry, non reflective glass). A3.2 Building colours shall generally be natural earth tones. A3.3 Trim colours should complement the main body of the Building. A3.4 The use of recycled materials where appropriate is encouraged. A3.5 All built surfaces make allowance for the prevention/reduction of graffiti.
P4 Building plant and refuse storage areas integrate with the built form.	A4.1 Refuse storage and plant areas are to be visually screened from the street and integrate with the built form.
P5 Buildings are to be kept in good order and appearance	A5.1 Regular maintenance of external surfaces. A5.2 No faded or peeling paintwork or finishes.

Access, Driveways & Parking

15.7 Owners acknowledge:

- (1) access driveways to Lots are to be kept to a minimum;
- (2) Lots with equal to or less than 30.0m road frontage are provided with reciprocal easement access;
- (3) onsite parking is to be provided commensurate with the individual uses;
- (4) a minimum provision of on-site parking is to be 1 space per 50m² GLA is recommended;
- (5) to maintain the quality of the streetscape, onsite parking being provided commensurate with the individual uses;
- (6) on street visitor parking will be integrated with the Landscaping along the road frontage;

- (7) driveway crossings will be kept to a minimum to provide as much on-street parking as possible as well as increasing the amount of Landscaping;
- (8) on-street visitor parking and full verge planting will be constructed by the Original Owner. A concrete driveway will be constructed for each Lot to the footpath alignment in a nominated location;
- (9) for allotments of less than 30m frontage, common driveways will be nominated. The cost for shared driveways shall be shared equally between each adjoining owner; and
- (10) should an Owner utilise an alternative driveway location, they will be responsible for the remedial works required in the Common Property along the street frontage and must ensure access to adjoining allotments is not compromised.

Performance Criteria	Acceptable Solutions
P1 Safe, efficient and convenient parking and access is provided for employees, visitors and commercial vehicles.	A1.1 On site parking shall be provided at a ratio of 1 space for every 50m ² of gross lettable floor area or one space per 1.5 employees whichever is the greater.

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	A1.2 Each site shall make provision for a garbage truck to enter and exit the site in a forward gear. For design purposes a garbage truck shall be equivalent to a HRV as defined in AS2890.2 2002, <i>Parking facilities Part 2: Off-street commercial vehicle facilities</i> .
P2 Driveway and site entry to be minimised to enhance the streetscape.	A2.1 A maximum of one, two way driveway per Lot per street frontage for Lots less than 60m width. A2.2 Maximum number of driveways per Lot is two. Reciprocal access easements are provided on small Lots to facilitate shared driveways. If reciprocal easements are not used, the Lot Owner must build in a manner that does not prejudice the use of the easement by the adjoining Lot.
P3 Alternative transport to cars shall be encouraged to reduce vehicle congestion.	A3.1 Links to be provided to footpaths/bikeways and bus stops. A3.2 Provide on site cycle storage facilities.
P4 Driveways and carparks shall enhance the visual amenity of the Scheme.	A4.1 Driveways and carparks to be integrated into the Landscaping design. Truck parking and manoeuvring to rear of allotment. A4.2 Driveways and carparks shall be constructed of concrete or asphaltic concrete.

Fences and Fauna Movement

<p>15.8 Owners acknowledge:</p> <p>(1) the Scheme is located within the Koala Conservation Area of the Nature Conservation (Koala) Conservation Plan 2006. The Structure Plan and Development Manual has undertaken a series of initiatives including:</p> <p>(a) setting aside, rehabilitation and maintenance of extensive habitat areas;</p> <p>(b) preservation of existing vegetation;</p> <p>(c) minimising night time traffic generation by restricting night time unauthorised access to the Scheme Land;</p> <p>(d) encouraging fauna by ensuring Landscaping includes native vegetation;</p> <p>(e) facilitation fauna movement by sensitive building siting and fencing controls;</p> <p>(f) restrictions on light spillage and noise emissions into adjoining habitat areas; and</p>	<p>(g) the prohibition on domestic animals within the Scheme.</p> <p>(2) in accordance with the fauna and fauna management plan the development has an edge zone of allotments where fences are to be fauna friendly. Fauna exclusion fences are to be restricted to a centre zone precinct;</p> <p>(3) the height, extent, materials and colours of all fences must be approved prior to being erected. All side and rear fences are to be to a maximum height of 1.8 metres;</p> <p>(4) the Structure Plan contains fauna and fauna management plans which are approved by the Assessing Authority and all Building Works must comply with that approved plan. A failure to observe these plans is a breach of this Code;</p> <p>(5) in keeping with the aesthetic values of the Scheme, fencing is restricted to the rear of the front building set back alignment;</p> <p>(6) all fences are to be fauna friendly as determined by the DAP. In areas other than the Edge Zone, full security fences may be allowed subject to approval by the DAP where it is demonstrated they will not unduly prevent the movement of fauna.</p>
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Performance Criteria	Acceptable Solutions
P1 Fences within the Scheme enhance the streetscape, and aesthetic values of the development, and provide adequate security for businesses	A1.1 Fences are not located within 6 metres of the road alignment. A1.2 The design and construction of fences and walls: a) are integrated with Landscaping; and b) does not include continuous solid sections in excess of 1.8m high. A1.3 fencing and screening style and colour is complementary with the finished Building.
P2 Fences within the Scheme maintain environmental values and site permeability for native fauna.	A2.1 All fences are to be approved fauna friendly. A2.2 Fauna exclusion fences may be erected within the centre zone precinct subject to DAP approval.

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P3 Minimise night time traffic generation from the Scheme.	A3.1 Public and unauthorised vehicular access to the estate shall be restricted at night.
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Landscaping

15.9 Owners acknowledge:	(4) Landscaping in the road reserve between the kerb and the Lot frontage is located within Common Property and shall be maintained by the Body Corporate;
(1) a cohesive blend of intensive native, well maintained Landscaping will be incorporated into all Lots. The Landscaping Bond must be lodged to ensure performance with the Landscaping Requirements;	(5) all Landscaping within Common Property will be constructed and maintained by the Body Corporate;
(2) Landscaping is to consist of drought tolerant native species;	(6) a Landscape plan for each Lot must be submitted to the DAP for approval;
(3) the objective is to achieve a cohesive blend of intensive, well maintained vegetation and landscape elements along all street frontages. This is to be consistent with the Koala Management Implementation Plan (forming part of the Approvals) and overall native bushland setting;	(7) Landscape designs shall be in accordance with all Approved landscaping plans;
	(8) Landscaping for each Lot must make allowance for water conservation by use of drought tolerant native species and extensive mulching.

Performance Criteria	Acceptable Solutions
P1 Landscaping shall enhance the Scheme's overall appearance and amenity and reduce the visual impact of buildings.	A1.1 A minimum 5% of each allotment is landscaped; A1.2 Collector Roads maintain a minimum 4.0m wide landscaped buffer along at least 60% of allotment frontage (see Figure 3.1) A1.3 Maintain a minimum of 2.0m wide landscaping along all road frontages. (see Figure 3.2). A1.4 Large Spreading Trees are to be provided at the road frontage boundary to ensure that 30% of the built form elevation is visually screened or softened from the street at maturity. A1.5 Landscaping within each allotment is constructed to high standards and maintained regularly.
P2 Landscaping shall provide shade for carparks and reduce the visual impact of carparks from roadways.	A2.1 Car parks have a minimum 1 tree every 4 parking spaces. A2.2 Collector roads maintain a minimum 4.0m wide landscaped buffer along at least 60% of allotment frontage. A2.3 If carparks are visible from the street, they are visually softened by Landscaping, including shade trees.
P3 Landscaping shall reduce overall water usage for establishment and maintenance.	A3.1 Plant species within the Scheme are to be drought tolerant native vegetation in accordance with the Species Lists A3.2 Landscaped areas have a minimum 75mm of mulch at all times. A3.3 No potable water to be used for irrigation within the estate.
P4 Landscaping is designed to reduce the risk of bushfire damage to Buildings and harm to fauna.	For Lots abutting open space areas: A4.1 Maintenance of the 10.0m wide low flammability zone in Common Property along the perimeter of the site (by Body Corporate). A4.2 Within the Edge Zone, Buildings sited 10.0m or less from rear boundary are to have the walls facing the IEC Zone, fire rated to 60/60/60 FRL or better. A4.3. Within the Edge Zone, no external storage of flammable materials within 10.0m of rear boundary. A4.4 Lots 64 to 68 have no structures or storage of flammable materials within 20.0m of rear boundary.

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15.10 The following Species List identifies those species approved for use within the development.

Approved Species List

Botanical Name	Common Name	Botanical Name	Common Name
TREES			
<i>Acmena smithii</i>	Lilly Pilly	<i>Eucalyptus seeana</i> *	Narrow-leaved Red Gum
<i>Angophora woodsiana</i>	Smudgee	<i>Eucalyptus siderophloia</i> *	Grey Ironbark
<i>Brachychiton acerifolius</i>	Flame Tree	<i>Eucalyptus tereticornis</i> *	Forest Red Gum
<i>Callistemon salignus</i>	Pink Tips	<i>Glochidion ferdinandi</i>	Cheese Tree
<i>Corymbia intermedia</i>	Pink Bloodwood	<i>Hymenosporum flavum</i>	Native Frangipani
<i>Corymbia trachyphloia</i>	Brown Bloodwood	<i>Lophostemon confertus</i> *	Brush Box
<i>Cupaniopsis anacardiodes</i>	Tuckeroo	<i>Lophostemon suaveolens</i> *	Swamp Box
<i>Elaeocarpus reticulatus</i>	Blueberry Ash	<i>Mallotus philippensis</i>	Red Kamala
<i>Eucalyptus carnea</i>	White Mahogany	<i>Melaleuca quinquenervia</i> *	Broadleaf Paperbark
<i>Eucalyptus pilularis</i>	Blackbutt	<i>Pittosporum rhombifolium</i>	Australian Laurel
<i>Eucalyptus racemosa (E. signata)</i> *	Scribbly Gum	<i>Rapanea variabilis</i>	Muttonwood
<i>Eucalyptus resinifera</i> *	Red Mahogany	<i>Stenocarpus sinuatus</i>	Fire wheel
* Koala food and habitat trees (At least 80% of the trees within areas accessible to koalas must be koala food and habitat trees)			
SHRUBS			
<i>Banksia oblongifolia</i>	Dwarf Banksia	<i>Jacksonia scoparia</i>	Dogwood
<i>Banksia robur</i>	Swamp Banksia	<i>Leptospermum polygalifolium</i>	Wild May
<i>Babingtonia linifolia</i>	Swamp Baeckea	<i>Melaleuca incana</i>	Honey Myrtle
<i>Buckinghamia celcissima</i>	Ivory Curl	<i>Pultenaea villosa</i>	Hairy Bush Pea
<i>Dodoneaea spp</i>	Hop Bush	<i>Prostanthera sp</i>	Mint bush
<i>Grevillea sp</i>	Grevillea	<i>Syzygium sp</i>	Lilly Pilly
<i>Hibiscus splendens</i>	Native Hibiscus	<i>Westringea sp</i>	
GROUND COVER, FEATURE PLANTS & CLIMBERS			
<i>Alpinea coerulea</i>	Native Ginger	<i>Hardenbergia violacea</i>	False Sarsaparilla
<i>Anigozanthus spp</i>	Kangaroo Paw	<i>Helichrysum sp.</i>	Everlasting daisy
<i>Cissus antarctica</i>	Kangaroo Vine	<i>Hibbertia scandens</i>	Guinea Flower
<i>Dianella spp</i>	Flax Lilly	<i>Lomandra sp</i>	Matt Grass
<i>Doryanhes excelsa</i>	Spear Lily	<i>Pandora jaminoides</i>	Bower Vine
<i>Gahnia sp</i>	Saw Sedge	<i>Xanthorrhoea sp</i>	Grass Tree
<i>Grevillea sp</i>	Grevillea		

Signage

15.11 Owners acknowledge:

(1) signage is to be co-ordinated and aesthetically pleasing;

(2) all signage in excess of 1.0m² is to be approved by the DAP;

(3) the objective is to achieve a well coordinated, aesthetically pleasing Scheme devoid of unnecessary visual pollution.

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Performance Criteria	Acceptable Solutions
P1 Signage integrates with Scheme and does not visually dominate	<p>A1.1 Signage on Buildings is modest in scale and integrated with built form.</p> <p>A1.2 Signage separate from Buildings is scaled appropriately with the Building and integrated with Landscaping.</p> <p>A1.3 Signage materials are consistent with Building and/or landscape materials.</p>

Water Management

15.12 Owners acknowledge:	(3) Regional detention basins and bio retention areas will be installed to mitigate runoff volumes to pre-developed levels and maintain water quality;
(1) on site water management for the Scheme will reduce the scheme's demand on potable water use by use of such features as:	(4) Regional detention and bio retention basins, catering for the whole scheme, have been installed to mitigate runoff volumes to pre-developed levels and to maintain water quality. Stormwater inlets in carparks and driveways will require litter baskets. Additional stormwater quality treatment devices will not be required unless the proposed development has expected source pollutant loads greater than those adopted in Section 7.1.3 of the WRM Stormwater Management Plan contained in Volume 2 of the approved Structure Plan.
(a) AAA rated water fixtures;	
(b) rain water tanks; and	
(c) stormwater harvesting and re-use.	
(2) the objective of on-site stormwater management for the Scheme is to ensure the Scheme enhances stormwater runoff quality while ensuring runoff volumes remain unaltered;	

Performance Criteria	Acceptable Solutions
P1 Minimise the demand for potable water use.	A1.1 Fixtures and appliances have a minimum AAA water conservation rating.
P3 Stormwater drainage design protects and enhances water quality of receiving waterways.	<p>A3.1 Trash racks to be provided at all stormwater inlets.</p> <p>A3.2 Potential pollutant sources are contained to prevent spillage into the stormwater system.</p>

Site Emissions

15.13 Owners acknowledge:	(2) surrounding developed areas are unlikely to be affected by Scheme lighting however the rehabilitation and fauna corridors will require shielding from excess light and noise emissions.
(1) site impacts are kept to levels approved by Redland City Council and the Environmental Protection Agency. Uses within the Scheme are located and designed so they do not adversely impact on each other.	15.14 Public areas require sufficient lighting for safety.

Performance Criteria	Acceptable Solutions
P1 Lighting	
P1.1 Outdoor lighting must not have an adverse impact on any person, activity or fauna because as a result of light emissions, either directly or by reflection	<p>A1.1 Technical parameters, design, installation, operation and maintenance of outdoor lighting complies with requirements of AS4282 - Control of the Obtrusive Effects of Outdoor Lighting.</p> <p>Lighting is not to be directed onto any rehabilitation area and where possible is to be directed downward and appropriately shielded at its source.</p> <p>Illumination levels at a distance 1.5m outside the common boundary with the rehabilitation area does not exceed 8 lux in either the vertical or horizontal plane for a height of 10m above ground level.</p> <p>No poorly lit carparks or outdoor areas are permitted.</p>

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<p>P1.2 External lighting provides safety and visibility for vehicular and pedestrian movement areas.</p>	
<p>P2 Noise</p> <p>P2.1 Design minimises noise impacts on the surrounding area</p>	<p>A2.1 Building design and layout locates potential noise sources away from noise sensitive areas¹.</p> <p>A2.2 Vegetation buffers and existing topography features are utilised to provide acoustic screening between the Scheme and surrounding areas.</p> <p>A2.3 Scheme operating hours are restricted adjacent to noise sensitive areas¹.</p> <p>A2.4 Noise impacts have been minimised for the Scheme by utilising criteria outlined in the Environmental Protection Act 1994, the Environmental Protection (Noise) Policy 1997 and the EPA's Planning for Noise Control Guideline². Further, a guidance document attached (Noise Impact Assessment Planning – Guidance Document - NIAPGD) will be used to comply with the legislation and to achieve desired environmental outcomes for the development.</p> <p>A2.5 Alarms are silent and linked to the on-site control room's alerting system.</p>
<p>P3 Waste Management</p> <p>P3.1 Stormwater must not contaminate surface water or ground water</p>	<p>A3.1 Areas where potentially contaminating substances are stored or used are roofed.</p> <p>A3.2 Provision is made for spills to be bunded and retained within the Scheme for removal and disposal by an approved means.</p> <p>A3.3 Waste impacts are minimised by utilising criteria outlined in the Environmental Protection (Waste) Policy 1997 and The Waste Management Strategy for Queensland (Qld Dept of Env. 1996).</p>
<p>P4 Dust</p> <p>P4.1 Emissions of particulate matter must not cause environmental harm or nuisance.</p>	<p>A4.1 No significant emissions of contaminants occur beyond the boundary of the emitting site.</p> <p>A4.2 Significant emissions of particulates are defined as emissions causing ground level concentrations of particulates exceeding air quality goals outlined in the Air NEPM, Schedule 1 of the Environmental Protection (Air) Policy (QEPA, 1997) and air quality indicators indicated in Table 3 of Air Quality Planning Scheme – Guidance Document (AQPGM) for particles.</p> <p>A4.3 Incineration processes must have a particle concentration less than 100 mg/m³ (dry A NTP, corrected to 12% CO₂) at source.</p>
<p>P5 Odour</p> <p>P5.1 Odour sources must not cause an environmental nuisance at exiting or future allotments on or adjacent to the subject land.</p>	<p>A5.1 All potentially odorous sources require dispersion modelling and impact assessment prior to Development Approval as outlined in the guidance document AQPGD. Supporting documentation and guidance is available from the EPA Guideline 'Odour Impact Assessment from Developments'³.</p> <p>A5.2 All potentially odorous sources must comply with the odour nuisance design goal of:</p> <ul style="list-style-type: none"> • 0.5 ou, 1-hour average, 99.5th percentile for tall stacks • 2.5 ou, 1-hour average, 99.5th percentile for ground-level sources and down-washed plumes from short stacks, and • for facilities that do not operate continuously, the 99.5th percentile

¹ Where a noise sensitive area/place is defined as under the **Environmental Protection (Noise) Policy**

² Planning for Noise control, Qld EPA 2004, available at: http://www.epa.qld.gov.au/publications/p01369aa.pdf/Planning_for_noise_control.pdf

³ the Odour Impact Assessment from Developments can be found at: http://www.epa.qld.gov.au/publications/p01344aa.pdf/Odour_impact_assessment_from_developments.pdf

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	<ul style="list-style-type: none"> must be applied to the actual hours of operation; or criteria set out in a relevant EPA policy³.
<p>P6 Other Air Pollutants</p> <p>P6.1 Emissions of air pollutants must not cause environmental harm or nuisance.</p>	<p>A6.1 No significant emissions of air pollutants occur beyond the boundary of the site.</p> <p>Significant emissions of air pollutants are defined as emissions causing ground level concentrations of air pollutants exceeding air quality goals outlined in Schedule 1 of the Environmental Protection Policy (Air) 1997 and air quality indicated in Table 3 of AQPGM.</p> <p>A6.2 Incineration processes must follow minimum standards at source:</p> <ul style="list-style-type: none"> HCl – 50ppm or 99% removal efficiency. CO – 100 ppm (hourly average, monitored continuously) Incinerator Design: <ul style="list-style-type: none"> Primary Chamber > 850° c Secondary Chamber > 1000°c for > 2 seconds.
<p>P7 Hazard and Risk</p> <p>P7.1 The level of risk to public safety, property and environment from technological hazards (including fire, explosion and chemical release) must be within acceptable limits</p>	<p>A7.1 Uses involving an increase in the number of people within the following distances:</p> <ul style="list-style-type: none"> 1,500 m of a Major Hazard Facility 500 m of a Heavy Industry Area 500 m of an Extractive Industry Area 150 m of a General Industry Area <p>are within acceptable risk limits.</p> <p>A7.2 Hazard facilities as defined in Hazard and Risk Assessment Planning – Guidance Document (HRAPGM) are impact assessable. A hazard analysis must be performed on these facilities in accordance with HRAPGM in order to show that the levels of risk to public safety, property and the environment from technological hazards (including fire, explosion and chemical release) are within acceptable limits.</p>
<p>IEC 1 Performance Criteria</p>	<p>IEC 1 Acceptable Solutions</p>
<p>P8 Noise</p> <p>P8.1 Noise from IEC 1 must not cause an environmental nuisance at existing or likely future dwellings on adjacent land, or at other noise sensitive areas, or in IEC 2.</p>	<p>A8.1 A landscaped vegetation buffer will be provided for acoustic screening between IEC 1 and adjacent land.</p> <p>A8.2 An assessment of all relevant acoustic factors must be made in accordance with NIAPGM and Planning for Noise control². The following noise limits should be met at the lot boundary:</p> <ul style="list-style-type: none"> $L_{eq(adj)}$ of 55 dB(A) Day (0700-1800) $L_{eq(adj)}$ of 50 dB(A) Evening (1800-2200) $L_{eq(adj)}$ of 45 dB(A) Night (2200-0700) <p>A8.3 Major openings in IEC 1 Buildings and all areas where work may be conducted outside the Building are located away from the nearest noise sensitive areas¹.</p> <p>A8.4 Where there is a common boundary with a noise sensitive area :</p> <ul style="list-style-type: none"> no openings occur in walls facing a common boundary effective acoustic screening is provided to all areas where work could be conducted outside the Buildings in the Scheme, including refuse collection, so that off-site noise emissions are not unreasonable noise emitting services such as air conditioning equipment, pumps and ventilation fans are located as far as practical from noise sensitive areas ¹. <p>A8.5 Any night time Night (2200-0700) noise emissions are minimised by:</p> <ul style="list-style-type: none"> Not carrying out any activities in outdoor use areas Limiting indoor activities to office and administrative tasks, and other activities that are not audible or visible from outside the building

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	<p>A8.6 Acoustic housing of mechanical plant.</p> <p>A8.7 Alarms are silent and linked to the on-site control room's alerting system.</p>
<p>P9 Dust</p> <p>P9.1 Dust emissions from IEC 1 must not cause an environmental nuisance at existing or likely future dwellings on adjacent land, or at other sensitive receiving environments², or in IEC 2.</p>	<p>A9.1 Combined dust emission sources must not exceed an off-site concentration of 30 µg/m³ as a 24-hour average in order to ensure the Air NEPM standard of 50 µg/m³ for the 24-hour average concentration of PM₁₀, not to be exceeded for more than 5 days per year is achievable.</p> <p>A9.2 Buildings are located on the front boundary to sensitive receiving environments⁴ and all on-site activity, open storage and servicing is located at the rear of the Building.</p> <p>A9.3 Any outdoor storage of goods or material has controls to minimise dust emissions (e.g. wind break).</p>
<p>P10 Odour</p> <p>P10.1 Odour emissions from IEC 1 must not cause an environmental nuisance.</p>	<p>A10.1 All potentially odorous sources must comply with the odour nuisance design goal of:</p> <ul style="list-style-type: none"> • 0.5 ou, 1-hour average, 99.5th percentile for tall stacks • 2.5 ou, 1-hour average, 99.5th percentile for ground-level sources and down-washed plumes from short stacks, and • for facilities that do not operate continuously, the 99.5th percentile must be applied to the actual hours of operation; or • criteria set out in a relevant QEPA policy³.

IEC 2 Performance Criteria	IEC 2 Acceptable Solutions
<p>P11 Noise</p> <p>P11.1 - 5 Noise from IEC 2 must not cause an environmental nuisance at existing or likely future dwellings on adjacent land.</p>	<p>A11.1 Natural topography will be utilised in conjunction with a vegetation buffer for acoustic screening between IEC 2 and adjacent land.</p> <p>A11.2 An assessment of all relevant acoustic factors must be made in accordance with NIAPGM and Planning for Noise control².</p> <p>A11.3 Major openings in Buildings and all areas where work may be conducted outside the Building are located away from the nearest noise sensitive area¹.</p> <p>A11.4 Where there are common boundaries with a noise sensitive area¹: The following noise limits should be met at the lot boundary:</p> <ul style="list-style-type: none"> • L_{eq(adj)} of 55 dB(A) Day (0700-1800) • L_{eq(adj)} of 50 dB(A) Evening (1800-2200) • L_{eq(adj)} of 45 dB(A) Night (2200-0700) <p>Adjusted in accordance with Planning for Noise control.</p> <ul style="list-style-type: none"> • no openings occur in walls facing a common boundary • effective acoustic screening is provided to all areas where work could be conducted outside the Building, including refuse collection, so that off-site noise emissions are not unreasonable • noise emitting services such as air conditioning equipment, pumps and ventilation fans are located as far as practical from residential areas <p>A11.6 Acoustic housing of mechanical plant.</p>

⁴ Where a sensitive receiving environment is defined as –

- any part of land in a residential area or an emerging community area;
- a site used for education purposes;
- a hospital;
- aged care accommodation;
- a house, multiunit dwelling or a caravan park; or
- a childcare facility

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<p>P11.6 Noise from IEC 2 must not cause an environmental nuisance at existing or likely noise sensitive areas¹ or in IEC 1.</p>	<p>A11.7 Buildings that are significant noise emitters are located as such to maximise the distance and noise attenuation effects to IEC 1 and other surrounding noise sensitive areas¹.</p> <p>A11.8 Any night time (Night 2200-0700) noise emissions are minimised by:</p> <ul style="list-style-type: none"> • Not carrying out any activities in outdoor use areas • Limiting indoor activities to office and administrative tasks, and other activities that are not audible or visible from outside the building • Not receiving any deliveries. <p>A11.9 Acoustic housing of mechanical plant.</p> <p>A11.10 Alarms are silent and linked to the on-site control room's alerting system.</p>
<p>P12 Dust</p> <p>P12.1 Dust emissions from IEC 2 must not cause an environmental nuisance at existing or likely future dwellings on adjacent land.</p>	<p>A12.1 Dust emission sources will not be able to exceed an off-site concentration of 30 µg/m³ as a 24-hour average in order to ensure the Air NEPM standard of 50 µg/m³ for the 24-hour average concentration of PM₁₀, not to be exceeded for more than 5 days per year is achievable.</p>
<p>P13 Odour</p> <p>P13.1 Odour emissions from IEC 2 must not cause an environmental nuisance.</p>	<p>A13.1 All potentially odorous sources must comply with the odour nuisance design goal of:</p> <ul style="list-style-type: none"> • 0.5 ou, 1-hour average, 99.5th percentile for tall stacks • 2.5 ou, 1-hour average, 99.5th percentile for ground-level sources and down-washed plumes from short stacks, and • for facilities that do not operate continuously, the 99.5th percentile must be applied to the actual hours of operation; or • criteria set out in a relevant QEPA policy³.

1. Where a noise sensitive area/place is defined as under the **Environmental Protection (Noise) Policy**
2. Where a sensitive receiving environment is defined as –
 - any part of land in a residential area or an emerging community area;
 - a site used for education purposes;
 - a hospital;
 - aged care accommodation;
 - a house, multiunit dwelling or a caravan park; or
 - a childcare facility
3. the Odour Impact Assessment from Developments can be found at:
http://www.epa.qld.gov.au/publications/p01344aa.pdf/Odour_impact_assessment_from_developments.pdf
4. Planning for Noise control, Qld EPA 2004, available at: http://www.epa.qld.gov.au/publications/p01369aa.pdf/Planning_for_noise_control.pdf

Refuse Collection

<p>15.15 Owners acknowledge:</p> <ol style="list-style-type: none"> (1) refuse is to be stored in a safe and efficient manner which is in keeping with the high aesthetic values of Redlands Business Park; (2) refuse collection will be carried out in an efficient manner which minimises vehicle movements throughout Scheme Land. 	<p>15.16 Owners must not allow the accumulation on the Lot or Scheme of rubbish, building material or site excavations, nor allow rubbish, building materials or site excavations to be placed on any part of the Scheme Land, including adjoining roadways, waterways and parkland unless otherwise approved by the Body Corporate. The Body Corporate has the right to remedy and invoice an Owner for any expenses incurred in removing rubbish</p>
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15.17

Performance Criteria	Acceptable Solutions
<p>P1 Refuse collection and storage is located to</p> <ol style="list-style-type: none"> a) allow convenient collection from the site; b) minimise impacts on adjoining properties; c) maintain a high standard of site and building presentation. 	<p>A1.1 refuse collection allows safe and convenient access for collection vehicles;</p> <p>A1.2 refuse collection points are a discreet part of the site, with appropriate screening, without detracting from the overall appearance of the site; and</p>

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	A1.3 screening of refuse areas contain design elements and materials consistent with the main building.
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16. Façade Design Code

<p>P1 Building Bulk</p> <p>1) Buildings within the Redlands Business Park –</p> <ul style="list-style-type: none"> a) are of a human scale; b) do not overly dominate the street frontage; and c) provide for an attractive streetscape. 	<p>A1</p> <p>1) Buildings or that part of a building located within 6.0m of the front alignment are -</p> <ul style="list-style-type: none"> (a) a maximum of 8.0m in height; (b) a minimum of 2.0m from the side boundary alignment; (c) a maximum building width of 60% of the lot frontage for lots with a frontage equal to or less than 40.0 m; or (d) a maximum building width of 50% of the lot frontage for lots with a frontage greater than 40.0 m. <p>2) Buildings or that part of a building located within 6.0m to 10.0m from the front alignment are a maximum of 10.0m in height. See Diagrams 1 and 2.</p> <p>3) Buildings or that part of a building located further than 10.0m from the front alignment are a maximum of 15.0 metres in height.</p> <p>4) Buildings or structures do not exceed 49.0m AHD in height.</p>
<p>P2 Building Design</p> <p>Buildings are designed and finished to have a high quality and attractive appearance to the street, incorporating materials, colours and architectural details of a high standard.</p>	<p>A2</p> <p>Buildings or that part of a building located within 6.0m of the front alignment have –</p> <ul style="list-style-type: none"> (a) a low rise scale incorporating features such as pitched roofs, eaves; (b) balconies and domestic glazing; (c) windows and openings facing the street; (d) articulated elements such as variations in materials, colours and recesses; (e) no blank facades; (f) major openings to work areas, loading docks, storage areas, or areas where work may be conducted outside the building are not visible from the street.
<p>P3 Building Aspect</p> <p>Buildings are to address the street with safe, legible entrances which are easily accessible.</p>	<p>A3</p> <p>Building design incorporates -</p> <ul style="list-style-type: none"> (a) entrances address the street; (b) entrance are of a human scale and are legible from the street; (c) office and administrative functions that are located nearest the street; (d) visitor parking that is located conveniently to front entrances; (e) window openings that are of a domestic scale and are orientated to the street.

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17. Responsibility for Contractors

17.1 Owners are responsible for any damage, Costs or other liabilities arising out of the undertaking of a Development Proposal, including damage, costs or liabilities caused by Service Contractors engaged by the Owner in connection with the Development Proposal.

17.2 If damages, costs or liabilities are suffered or incurred by the Body Corporate in respect of Common Property, Body Corporate assets or parts of the Scheme that are the responsibility of the Body Corporate to maintain, the Body Corporate may recover those costs, liabilities or damages from the relevant Owner as a liquidated debt and regardless of whether those costs, damages or liabilities are caused by the Owner or service contractors engaged or authorised by it in connection with the Development Proposal.

18. DAP Composition and Quorum

18.1 The DAP will comprise 3 members being:

- (1) a representative of the Original Owner;
- (2) a representative appointed by the Original Owner to provide technical and design guidance, (who may be a Consultant engaged by the Original Owner in connection with the Development of the Scheme); and
- (3) a representative appointed by the Body Corporate to represent the Scheme on the DAP (who must be a member of the Committee).

18.2 Any decision of the DAP in relation to this Code and the making of a DAP Recommendation will be by majority vote. A quorum of the DAP will only exist where all 3 members are provided with the opportunity to vote on any relevant decision or matter.

18.3 The Body Corporate and each Owner acknowledge that the constitution of the DAP and adoption of the DAP process under this Code are integral components of compliance with the terms of Approvals for the Scheme and of the objectives of the Code.

19. Development Assessment Process

19.1 The Development Assessment Process involves:

- (1) consideration of applications for DAP Recommendations for Development Proposals;
- (2) the approval or rejection of Development Proposals on the basis established under this Code by the Body Corporate having considered DAP Recommendations for each Development Proposal submitted; and
- (3) inspections of the Development the subject of a Development Proposal to ensure its conformity with the DAP's Recommendation as adopted by the Body Corporate and the Body Corporate's approval.

19.2 At the time of its request for approval of a Development Proposal, the Owner must:

- (1) provide to the Body Corporate a copy of any proposed Development application it intends to lodge with the relevant Assessing Authority together with a copy of all relevant information in support of the Development Proposal;

(2) advise the Body Corporate of any part of the Development Proposal that is self assessable or exempt Development;

(3) identify whether the Development Proposal meets the Design Standards in this Schedule D and identify the potential impacts of the Development Proposal, (including, without limitation, noise, dust and odour emissions, car parking requirements, water consumption and sewer and water demand);

(4) explain why the relevant Design Standards or other provisions of this Code are not applicable to the Development Proposal (if relevant) and how performance criteria are addressed in terms of the Design Standards; and

(5) identify whether Approvals adopting the proposed Design Standards have been obtained or are to be obtained.

Preparation and submission of a Preliminary Development Proposal

19.3 Submission of a Development Proposal (whether on a preliminary or final basis) must be made to the DAP before an Owner applies for an Approval or undertakes Development the subject of a development Proposal including any Development that does not require an Approval.

19.4 The Owner and its consultants must prepare a preliminary Development Proposal and submit it for consideration by the DAP. The DAP will consider the preliminary Development Proposal and make an interim DAP Recommendation in respect of the preliminary Development Proposal.

19.5 In making a preliminary Development Proposal, the Owner must include the information contained at pages 20-21 of the Development Manual, including details of any variances from the Design Standards and explanations as to how the Development Proposal complies with or otherwise addresses and satisfies the Design Standards (including the Acceptable Solutions referred to in clause 15.2) and the requirements of clause 15 of this Code.

19.6 After consideration by the DAP of the preliminary Development Proposal the Owner may finalise the Development Proposal, taking into account the DAP Recommendations.

Submission of Finalised Development Proposal

19.7 Following the consideration and response to the preliminary Development Proposal applications for DAP Recommendations, the final Development Proposals may be made.

19.8 A final form Development Proposal must also include the information contained at pages 20-21 of the Development Manual, including details of any variances from the Design Standards (including the Acceptable Solutions) referred to in clause 15.2 and explanations as to how the Development Proposal complies with or otherwise addresses and satisfies the Design Standards and the Requirements of this Code.

Assessment by DAP – General Matters

19.9 In assessing a Development Proposal and making a DAP Recommendation, the DAP may:

- (1) advise the Body Corporate about whether the Development Proposal complies with this Code;
- (2) require clarification of any information provided with or in support of a Development Proposal;
- (3) give weight to the impact of the Development Proposal on the Scheme as a paramount consideration and condition any

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recommendation with reference to any material adverse impact on or which may be likely to impact on the Scheme;

- (4) make a DAP Recommendation on condition that a Development Proposal is amended to account for any amenity impacts on the Scheme or recommending refusal of approval unless amendments are made to mitigate those impacts (where capable of being mitigated);
- (5) require the Owner to provide the DAP with copies of any information about the Development Proposal reasonably requested by the DAP which may include:
 - (a) copies of Approvals or applications for Approvals for the Development the subject of a Development Proposal;
 - (b) copies of insurance in respect of the Building Works for Development the subject of a Development Proposal or confirmation of proposed insurance arrangements;
 - (c) supporting material (including amenity or scientific reports) to verify that the Development Proposal will address the Design Standards in this Code where alternatives are proposed for performance criteria for those Design Standards;
 - (d) copies of the terms or proposed terms of any contract with a builder or Service Contractor in respect of the Development the subject of a Development Proposal; and
 - (e) evidence reasonably required by the DAP to satisfy itself that the Development the subject of a Development Proposal will not breach a term of this Code.

19.10 Owners acknowledge that:

- (1) the Original Owner's intent in establishing the Code and the Scheme is to preserve the amenity and character of the Scheme and the Buildings on it such that Development that is inconsistent with that character, (allowing for reasonable design flexibility and the expression of design intent in clause 15) or which diminishes the amenity of the Scheme, be considered inappropriate under the Code; and
- (2) it is integral to the DAP process that impacts of Development on the Scheme be considered and assessed in giving effect to the underlying intent of the Code.

Assessment Process – Time Frames

19.11 The Owner must provide the DAP with any additional information the DAP reasonably requires to assess the Development Proposal against this Code. Requests for further information must be made by the DAP within 20 Business Days of receipt of the Owner's lodgement of a Development Proposal for consideration (whether on a preliminary or final basis).

19.12 The DAP must make a DAP Recommendation that approves or rejects the Development Proposal as being compliant with the Code, within 20 Business Days of receipt of the Development Proposal from the Owner and any additional information provided under clause 19.11 of this Code. The DAP must give a written DAP Recommendation to the Owner and Body Corporate (**DAP Response Notice**) that it recommends:

- (1) approval of the Development Proposal and set out any conditions on which the approval is granted; or
- (2) rejection of the Development Proposal, including the reasons for the DAP's decision.

19.13 The DAP can only recommend rejection of a Development Proposal or impose conditions on an approval of a Development Proposal on the basis that it does not comply with this Code.

19.14 If the DAP fails to deliver a DAP Response Notice within the time required under clause 19.12, the Owner may treat that failure as grounds to refer a dispute under clause 19.16(3) as though the DAP had given a DAP Recommendation recommending rejecting the Development Proposal.

19.15 Within 15 Business Days of receipt of a DAP Response Notice under 19.12(2), the Body Corporate must consider the DAP Recommendation and either approve or reject the Development Proposal stating its reasons in either case. The Body Corporate must act reasonably in considering the DAP Recommendation and is entitled to rely on a DAP Recommendation as being conclusive as to the accuracy of the matters and information stated or referred to in it.

19.16 An Owner may within 15 Business Days of receipt of a decision from the Body corporate under clause 19.15:

- (1) give written notice to the Body Corporate and DAP that it does not wish to proceed with the Development Proposal;
- (2) submit an amended Development Proposal for consideration by the DAP and approval by the Body Corporate that takes into account the DAP's reasons for rejecting the previous Development Proposal; or
- (3) if the Owner disputes the DAP's Recommendation or the Body Corporate's decision, refer the dispute for expert determination in accordance with the relevant procedure in clause 24 of this Code.

19.17 The DAP may after commencement of Development the subject of a DAP Recommendation and Body Corporate approval undertake and participate in inspections of the Development to ensure its conformity with the DAP's approval and advice to the Body Corporate if any Development is not being carried out or has not been completed in accordance with this Code and any relevant Approvals.

19.18 The Body Corporate may appoint appropriately qualified professionals from time to time to assist it in properly performing its functions as a member of the DAP. Professionals appointed will be persons qualified and competent to provide advice, in the sole opinion of the Body Corporate, in connection with the relevant matter or Development Proposal.

19.19 The Body Corporate must keep a record of all DAP Recommendations and all decisions it makes based on them under this Code.

20. Body Corporate Approval

20.1 The approval of the Body Corporate for any Development will not constitute a waiver of any right to approve conditionally or disapprove any similar Development subsequently or additionally submitted for DAP consideration.

20.2 The Body Corporate and the DAP are not liable to any Owner for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or rejection given under this Code, unless it is due to the wilful misconduct, bad faith or negligence of the DAP, Body Corporate or one or more of its members.

20.3 DAP Recommendations and Body Corporate approval (conditional or unconditional) of a Development Proposal will not

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be construed as compliance with any Requirement relating to or regulating construction of the Development or the structural soundness of the Development, or compliance by the Development with Approvals.

20.4 The Body Corporate may permit non-compliance with this Code if the non-compliance is of an immaterial nature.

21. Breach of Code

21.1 If Development has not been completed in accordance with the approval for a Development Proposal, the Body Corporate may:

- (1) notify the Owner in writing of the non-compliance;
- (2) specify the particulars of non-compliance; and
- (3) require the Owner to remedy the non-compliance within 30 days of receipt of the notice.

21.2 If the Owner does not comply with the terms of this Code, the Body Corporate (by itself, its agents, employees or contractors) may enter the relevant Lot and remedy the breach (in any way it considers necessary, including removal of the offending Development or any part thereof) at the expense of the Owner of that Lot and the Body Corporate may recover the expense as a liquidated debt from the Owner.

21.3 If an Owner who receives a notice under clause 21.1 believes that the Development has been completed in accordance with the Body Corporate approval for the Development Proposal, the Owner may provide, at the Owner's cost, the Body Corporate with evidence of compliance within 30 days of receipt of the notice under clause 21.1.

21.4 The Body Corporate must notify the Owner within 10 Business Days whether or not the Body Corporate accepts the Owner's evidence that the Development has been completed in accordance with the Body Corporate approval for the Development Proposal.

21.5 If the Body Corporate notifies the Owner under clause 21.4 that it accepts the Owner's evidence, the notice under clause 21.1 is withdrawn.

21.6 If the Body Corporate notifies the Owner under clause 21.4 that it does not accept the Owner's evidence, the notice under clause 21.1 remains in effect and the Body Corporate may require the Owner to remedy the non-compliance within 30 days of receipt of the notice under clause 21.4.

21.7 The Body Corporate may take any other action it considers necessary to remedy a breach of this Code and may recover the expense as a result from a defaulting Owner as a liquidated debt.

22. Security Amount

22.1 Without limiting, and notwithstanding, the provisions of clause 21, the Owner acknowledges that if it breaches the provisions of the Code, any Approvals or the Contract (if applicable) it must pay to the Developer, Original Owner or the Body Corporate, as directed by the DAP, the Security Amount in the manner directed by the DAP.

22.2 The Owner further acknowledges that on receipt of the Security Amount, the Developer, Original Owner, the Body Corporate or the DAP (as applicable) is entitled to account for and apply the Security Amount against actual or anticipated Costs, losses or

damages (as determined by the Developer, Original Owner, the Body Corporate or the DAP as applicable), in respect of any of the following, (without limiting rights in relation to the application of the Security Amount):

- (1) compelling performance or seeking redress for a failure of performance of the covenants in this Code or the Contract (if applicable), including consultants' and solicitors' costs (on an own client basis) and any costs of instigating, taking or pursuing enforcement action;
- (2) obtaining, considering and responding to reports, submissions, communications and evidence about the state of construction, Building Works or the progress of a Development Proposal and any matters affecting the commencement, undertaking or completion of construction or Building Works and the obligations of the Owner under the Code or the Contract;
- (3) undertaking any negotiation with the Owner or any third party with an interest in the Lot in connection with the Owner's Development Proposal, Building Works or their respective interests in the Lot;
- (4) doing or causing to be done anything the Owner is obliged to do in connection with the Owner's Development Proposal, including the undertaking of Building Works;
- (5) the impacts on the Developer or Original Owner's ability to sell or procure the sale or Development of any other part of the Scheme and any arrangements the Original Owner has in connection with those matters, including (without limitation) where the Original Owner's intended sequence of Development is deferred, delayed or varied because of expectations as to the timing for commencement or completion of the Buyer's Development of the Lot.

22.3 The Buyer acknowledges that the requirement for payment of the Security Amount under this clause 22 is appropriate to stand as security for the performance of the Owner's obligations under this Code and the Contract and under any applicable Requirements.

23. Release and Indemnity – DAP Process

23.1 Each Owner releases the Body Corporate and the DAP from any loss, damage, injury or claim arising out of or in any way connected with any DAP Recommendation, approval (conditional or unconditional) or rejection given under the Code.

23.2 Each Owner indemnifies the Body Corporate and the DAP against all losses, claims, demands and expenses suffered or incurred by the Body Corporate or the DAP in connection with any breach of this Code (including any action taken by the Body Corporate as a result of any breach) by the Owner.

24. Dispute Resolution

24.1 All disputes between Owners and the Body Corporate about the Code must be resolved in accordance with the dispute resolution provisions of the Act unless:

- (1) the matter is not a dispute within the meaning of the Act; or
- (2) reference is directed to another dispute resolution forum by an adjudicator or court as a result of an application under the dispute resolution provisions of the Act.

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25. Services Locations Diagram

Service easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme land. The approximate location of these services is as shown on the Services Location Diagrams in Annexure A of this CMS.

26. Statutory Easements

The following statutory easements under the Land Title Act apply to the lots (including the Common Property) in the Scheme as follows:

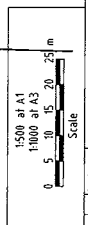
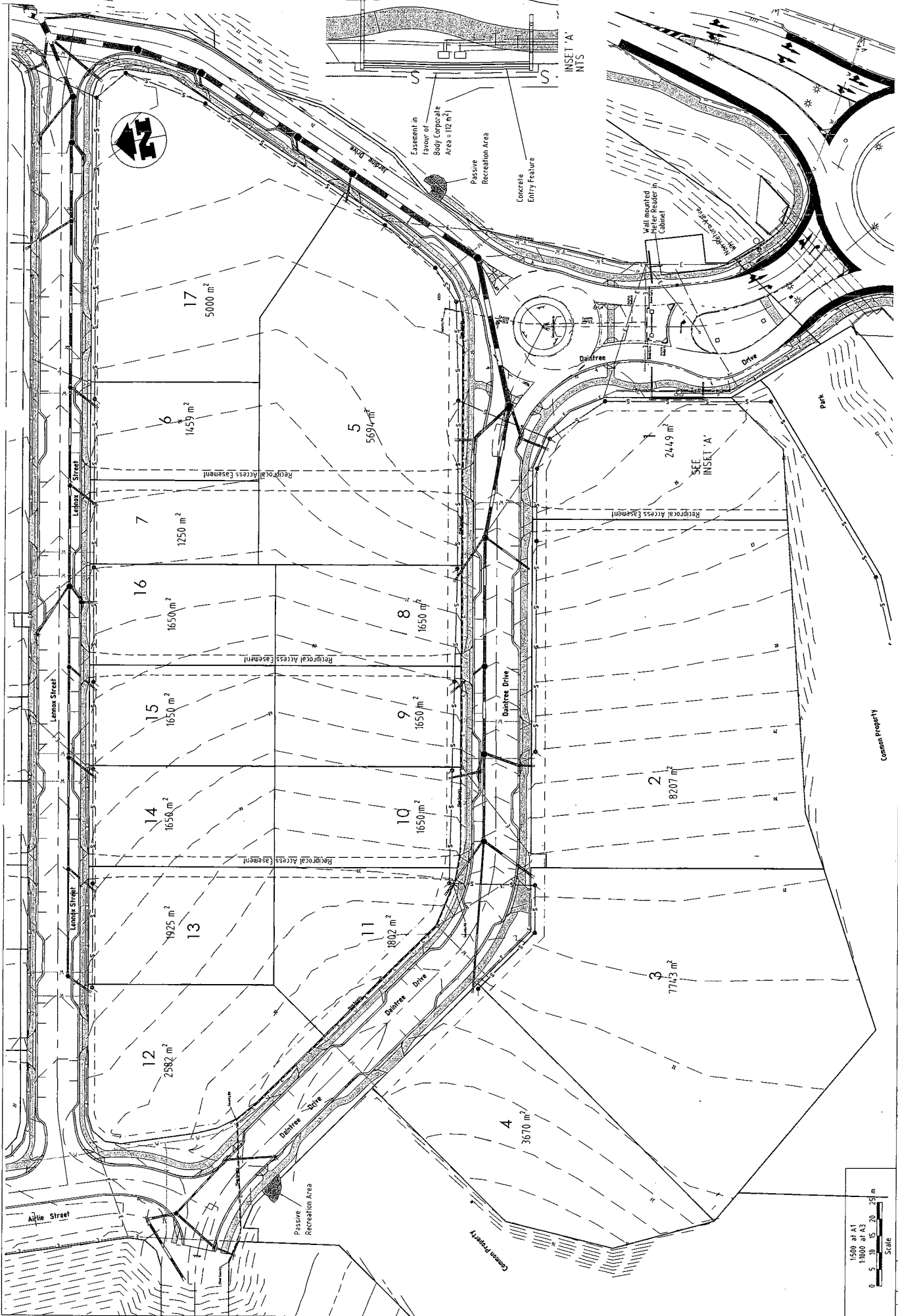
Lot Description	Statutory Easement	Service Location Diagrams (page no. of CMS)
Common Property	<p>The common property, to the extent applicable and necessary having regard to the relative positioning of the Lots and the common property in respect of each other has the benefit and burden of the statutory easements for:</p> <ul style="list-style-type: none"> • Support • Shelter • Projections • Utility services and infrastructure (including, but not limited to, those easements described in the Service Location Diagram) 	Appendix 'A' – pages 45, 46 and 47
<p>Lot 1 on SP 210923, Common Property of 12 Daintree Drive Community Titles Scheme, Lots 1-8 on SP 219201, Lots 9-14 on SP 219213, Lot 3-19 and 26-27 on SP 210923, Common Property of 25 Lennox Drive Community Titles Scheme, Lots 1-4 on SP 265632, Common Property of 48 Jardine Drive Community Titles Scheme, Lots 1-6 on SP 238217 Lot 31, 35-36 on SP 210923, Common Property of 65 Jardine Drive Community Titles Scheme , Lot 1- 11 on SP 300493, Common Property of 65 Jardine Drive Community Titles Scheme, Lots 1-9 on SP 320927 and Lot 900 on SP 210923, Common Property of 17 & 19 Lennox Street Community Titles Scheme , Lot 1- 6 on SP312850 , Lot 241 – 242 on SP 288037, Lot 291 – 292 on SP 288037 and Lot 301-302 on SP 288037</p>	<p>Each Lot, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other has the benefit and burden of the statutory easements for:</p> <ul style="list-style-type: none"> • Support • Shelter • Projections • Utility services and infrastructure (including, but not limited to, those easements described in the Service Location Diagram) 	Appendix 'A' – pages 45, 46 and 47

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SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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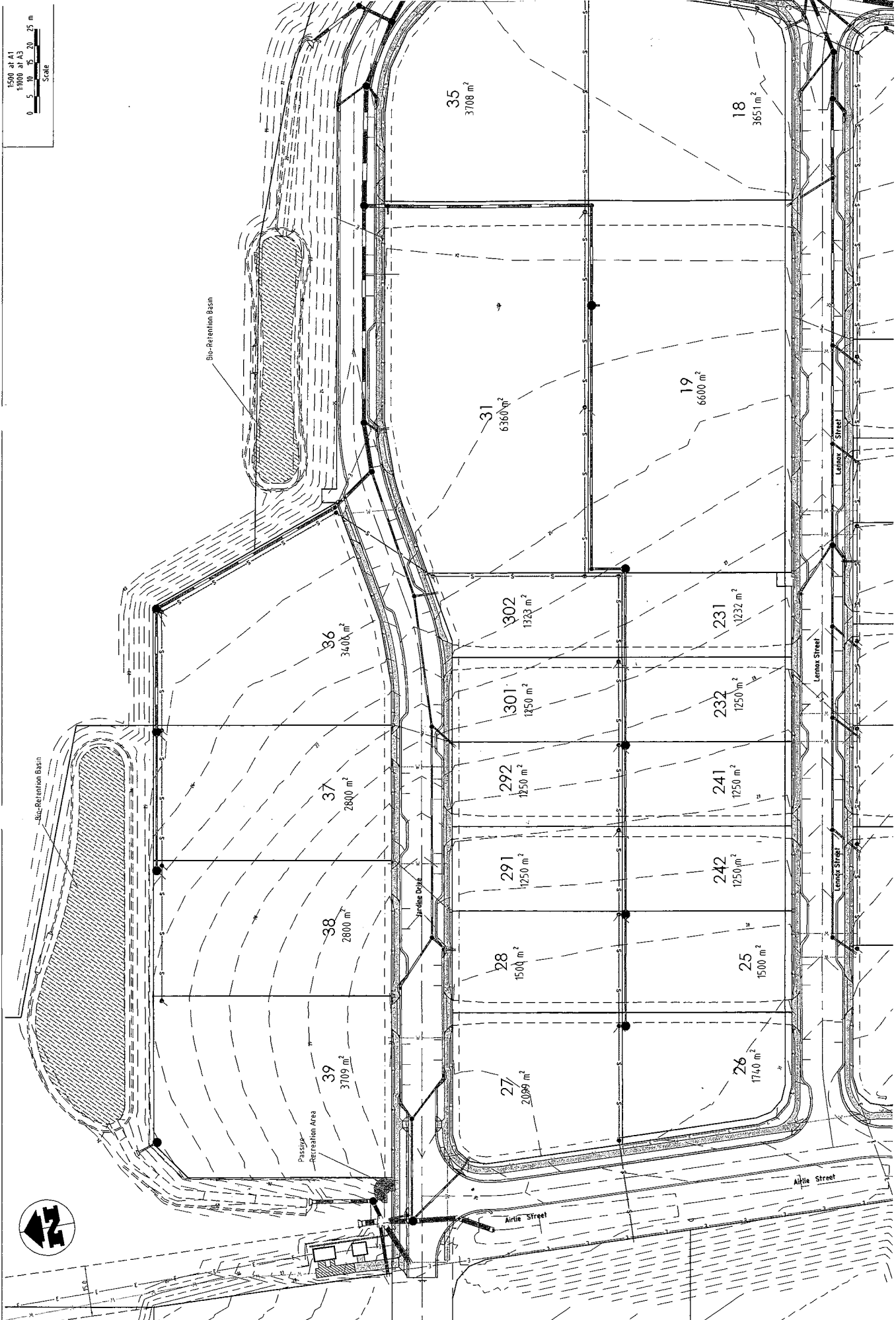
No Lots are allocated Exclusive Use Areas of Common Property.

APPENDIX A - Services Location Diagram Sheet 1 of 3



DRAWING	A: 30-5-08	Original Issue	DATE	JUN '08	DESIGNER	COMMUNITY BUILDERS	PROJECT	REDLANDS BUSINESS PARK	SHEET	SERVICES LAYOUT PLAN	JOB NO.	RBP
	B: 05-10-08	1650, 1150, 3 All Revised	DATE	05 '08	DESIGNER	COMMUNITY BUILDERS		REDLANDS BUSINESS PARK		LOT		REDLANDS BUSINESS PARK
DRAWING	C: 05-12-08	CONCRETE/ASPHALT ADDED	DATE	05 '08	DESIGNER	COMMUNITY BUILDERS	PROJECT	GERMAN CHURCH ROAD	SHEET	SHEET 1 OF 5	JOB NO.	FB-015
	D: 02-12-08	TRUCK/STORAGE/PAVING/STREET ADDED	DATE	02 '08	DESIGNER	COMMUNITY BUILDERS		REDLAND BAY		LOT		REDLAND BAY
DRAWING	E: 12-12-08	TRUCK/STORAGE/PAVING/STREET ADDED	DATE	12 '08	DESIGNER	COMMUNITY BUILDERS	PROJECT	REDLAND BAY	SHEET	SHEET 1 OF 5	JOB NO.	FB-015
	F: 12-08-07	TRUCK/STORAGE/PAVING/STREET ADDED	DATE	12 '07	DESIGNER	COMMUNITY BUILDERS		REDLAND BAY		LOT		REDLAND BAY

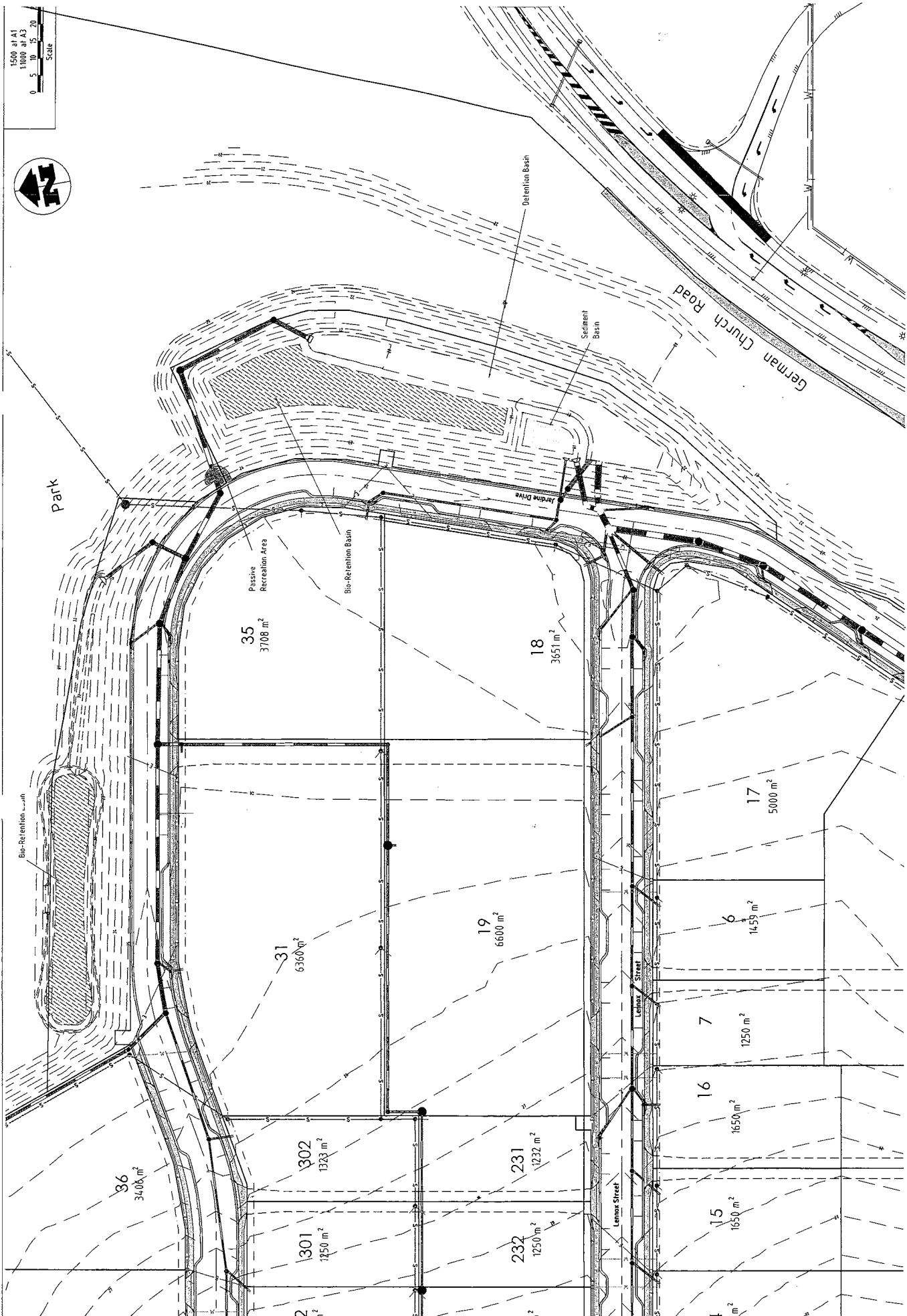
APPENDIX A - Services Location Diagram Sheet 2 of 3



DATE	BY	DESCRIPTION
Jan '08	RWB	ISSUED FOR PERMIT
Feb '08	RWB	REVISED
Mar '08	RWB	REVISED
Apr '08	RWB	REVISED
May '08	RWB	REVISED
Jun '08	RWB	REVISED
Jul '08	RWB	REVISED
Aug '08	RWB	REVISED
Sep '08	RWB	REVISED
Oct '08	RWB	REVISED
Nov '08	RWB	REVISED
Dec '08	RWB	REVISED

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APPENDIX A - Services Location Diagram Sheet 3 of 3



<p>Project: REDLANDS BUSINESS PARK GERMAN CHURCH ROAD REDLAND BAY</p>	<p>Client: REDLANDS BUSINESS PARK PTY LTD</p>	<p>Community Builders FOXJAGELL GROUP Pty Ltd 10/11-13/15, Park Rd, QLD 4012</p>	<p>Drawn By: [Blank]</p>	<p>Checked By: [Blank]</p>	<p>Date: Jun '08</p>	<p>Project No: RBP</p>
			<p>Project No: FB-0</p>	<p>Drawn By: [Blank]</p>	<p>Checked By: [Blank]</p>	<p>Date: Jun '08</p>
<p>Comments: This document is a preliminary plan for the property of [Blank] Pty Ltd. It is not to be used for any other purpose without the prior written consent of the client. It is not to be scaled.</p>						
<p>Scale: NOT TO BE SCALED</p>						
<p>Author: [Blank]</p>						
<p>Project No: RBP</p>						