



# Schedule of Body Corporate By-Laws for



## Bridgeport Apartments

### SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable pursuant to section 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997

### SCHEDULE C BY -LAWS

1. Noise - The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

**SCHEDULE C      BY-LAWS**

**1.      NOISE**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

**2. VEHICLES**

2.1 The occupier of a lot must not, without the body corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand, on the common property; or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitor vehicles.

2.2 An approval under subsection 2.1 must state the period for which it is given, with the exception of designated visitor parking.

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

**3. OBSTRUCTION**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

**4. DAMAGE TO LAWNS etc.**

4.1 The occupier of a lot must not, without the body corporate's written approval:

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.

4.2 An approval under subsection 4.1 must state the period for which it is given.

4.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**5. DAMAGE TO COMMON PROPERTY**

The owner or occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property. But this by-law does not prevent an owner or person authorised by the owner from installing:

- (a) any locking or other safety device for the protection of the lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon the lot,

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building.

**6. BEHAVIOUR OF INVITEES**

An occupier of a lot must take reasonable steps to ensure that the occupiers' invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

**7. LEAVING OF RUBBISH etc. ON THE COMMON PROPERTY**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**8. APPEARANCE OF LOT**

8.1 The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

8.2 The occupier of a lot must not, without the body corporate's written approval:

- (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

- 8.3 The owner of a lot must ensure that all balconies and terraces forming part of their lot remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those clearly depicted on the approvals obtained from the Brisbane City Council.
- 8.4 The owner of a lot must ensure that permanent storage units such as cupboards are not located on the balconies or terraces forming part of their lot.

## 9. STORAGE OF FLAMMABLE LIQUIDS etc.

- 9.1 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- 9.2 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 9.3 However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
  - (b) or a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

## 10. GARBAGE DISPOSAL

- 10.1 Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- 10.2 The occupier of a lot must:
- (a) comply with all local government laws about disposal of garbage; and
  - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

## 11. KEEPING OF ANIMALS

- 11.1 The occupier of a lot must not, without the body corporate's written approval:
- (a) bring or keep an animal on the lot or the common property; or
  - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- 11.2 The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring an animal onto the lot or the common property.
- 11.3 This by-law is subject to section 181 of the *Body Corporate and Community Management Act 1997* with respect to guide dogs.

## 12. AERIALS

The occupier of a lot must not erect outside wireless and television aerials or satellite receivers without the body corporate's written approval.

## 13. STRUCTURAL ALTERATIONS

The owner or occupier of a lot must not make any structural alteration to any lot (including alterations to gas, water or electrical installations) without the body corporate's written approval.

**14. TRADESMAN**

The owner or occupier of a lot must not directly instruct any contractors or workmen employed by the body corporate unless so authorised.

**15. INTERIOR**

The owner or occupier of a lot is responsible for the interior maintenance and decoration of the lot.

**16. WINDOWS AND PLATE GLASS**

The owner or occupier of a lot must at their expense keep the windows and any plate glass in the lot clean and promptly replaced with new glass of the same kind and weight if broken or cracked.

**17. WATER**

The occupier of a lot must not waste water and must ensure that all water taps in the lot are promptly turned off after use.

**18. WATER APPARATUS**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether caused by actions of the owner, the occupier or their invitees.

**19. DAMAGE TO SERVICES**

The owner or occupier of a lot must give the committee prompt notice of any accident to or defect in the waterpipes, gas pipes, electric or gas installations or fixtures and the committee by its agents or servants shall have authority in the circumstances having regard to the urgency involved to enter a lot, examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the building or scheme land as often as may be necessary and such entry shall not constitute trespass.

**20. VERMIN**

The occupier of a lot must keep a lot clean and take all practical steps to prevent infestation by vermin or insects.

**21. INFECTIOUS DISEASES**

If any infectious disease which may require notification by virtue of any statute regulation or ordinance occurs in any lot the occupier of such lot must give written notice and any information which may be required to the committee and shall pay to the body corporate the expenses incurred by the body corporate of disinfecting the lot and any other part of the building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**22. INSURANCE**

The occupier of a lot must not bring to, do or keep anything in the lot which may void any insurance policy in respect of the building, property or scheme land, increase the rate of fire insurance on the building or any property on the scheme land or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the building or any property on the scheme land.

**23. SOUND**

23.1 All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause annoyance to the other occupiers of the lots;

- 23.2 The occupier of a lot must not hold or permit to be held any social gathering in the lot in which there shall occur any noise which interferes with the peace and quietness of any other occupier of a lot, at any time of day or night.
- 23.3 The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they must not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible at all to any other occupier of a lot.
- 23.4 The occupier of a lot must not permit any musical instrument to be practised or played upon or any avoidable noise to be made in the lot between the hours of 10:00 pm and 7:00 am.
- 23.5 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 10:00 pm. Practising during the same hours is permissible but not for longer than one hour at a time, or for a total of more than three hours in any day.

#### **24. DISTURBANCE**

- 24.1 The occupier of a lot must request guests leaving after 10:00 pm to leave quietly and quietness shall be observed when the occupier of a lot returns to the building after 10:00 pm and before 7:00 am.
- 24.2 No child shall be allowed to cry unattended and no child, servant or guest of the occupier of a lot shall be permitted to cause any annoyance to any other occupier of a lot.
- 24.3 If any unavoidable noise occurs in a lot at any time the occupier must take all practical means to minimise annoyance to other occupiers of lots including closing all doors, windows and curtains of the lot.

#### **25. REMOVALS**

The occupier must not move any furniture, piano or safe into or out of any lot without prior notice given to the committee and the moving must be done in the manner and at the time directed by the committee.

#### **26. SECURITY**

The occupier of a lot must securely fasten all doors and windows to the lot on all occasions when the lot is left unoccupied and the committee, its servants, agent or the manager shall have the right to enter without committing trespass and fasten any doors or windows.

#### **27. ACCESS**

- 27.1 Upon 24 hours' written notice, the committee, its servants, agents and contractors or the manager shall be permitted by the occupier to enter the lot to inspect, maintain, repair or renew pipes, wires, cables and ducts in the lot and capable of being used in connection with the enjoyment of any other lot or common property, or to maintain, repair or renew common property, or to ensure that the by-laws are being observed.
- 27.2 Such maintenance, repair or renewal shall be at the expense of the owner or occupier of the lot in cases where the need for such maintenance, repair or renewal is due to any act or default of the owner or occupier or their guests, servants or agents.
- 27.3 If not so permitted they may effect an entry and such entry shall not constitute trespass.
- 27.4 The committee or manager, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the occupier of the lot as is reasonable in the circumstances.

#### **28. COPIES**

A copy of these by-laws (or a summary approved by the committee) shall be exhibited in a prominent place in any lot made available for letting.

#### **29. COMPLIANCE**

The duties and obligations by these by-laws on the owner or occupier of a lot must be observed not only by the owner or occupier but also by their guests, servants, employees, agents, children, invitees and licensees.

**30. RECOVERY**

If the body corporate expends money to make good damage caused by a breach of the Act or these by-laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot, the body corporate is entitled to recover from the owner of the lot at the time when the breach occurred the amount so expended as a liquidated debt.

**31. USE OF LOTS**

Subject to by-law 32, the lots shall only be used for residential purposes, provided that any part of such lots on levels A or B shall be used for car parking only. The occupier shall keep such part of levels A and B clean, tidy and free from rubbish. No part of such lots on levels A or B may be enclosed other than by way of mesh for security purposes and only with the prior written approval of the body corporate to the installation of such mesh. A lot may only be used for letting for periods of six months or more.

**32. USE OF LOT 4**

Notwithstanding by-law 31, the occupier of Lot 4 may conduct the business of letting lots in the building from Lot 4 and may use those parts of Lot 4 designed for storage for such use.

**33. SALES**

While the original owner remains the owner of any lot in the building, it and its officers, servants or agents shall be entitled to use any lot of which it is the registered owner as a display lot and shall be entitled to allow prospective purchasers to inspect any lot owned by the original owner and shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about the building and common property as it thinks fit.

**34. THROWING OBJECTS**

The occupier of a lot must not throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by a breach of this by-law shall be borne by the occupier concerned.

**35. EXTERNAL BLIND AND AWNINGS**

No external blinds or awnings must be erected without the prior written consent of the committee.

**36. CURTAINS**

The owner or occupier of a lot must not hang, install, remove or replace a curtain, curtain backing, blind or window tinting unless the colour and design has the prior written consent of the committee.

**37. AIR CONDITIONING AND OTHER SERVICES**

37.1 The occupier of a lot must not interfere with the air conditioning or mechanical ventilation equipment installed on the common property to service the lots or common areas.

37.2 The owner or occupier of a lot must not install any air conditioning equipment on the outside of the lot without the prior written consent of the committee.

37.3 To the extent permitted by law, if the body corporate is able to measure electricity, hot or cold water or chilled or condensed water supplied to any lot then the body corporate may, at its option, supply or cause to be supplied to each lot such service and charge the owner of each lot the cost of such service together with any administration fee payable by the body corporate for the reading of meters or collecting such amounts. Such amounts are payable to the body corporate within 14 days of delivery of such account which shall be payable by the owner (even if they were not the owner at the time the service was supplied). If the amount due to the body corporate is not paid by the due date then the body corporate may in addition to its right to recover the amount in any court of competent jurisdiction, disconnect the supply to the

relevant lot. The body corporate will not in any circumstances be responsible for any failure of supply due to breakdowns, repairs, maintenance, strikes, accidents or other cause. The body corporate may, from time to time, determine a security deposit to be paid by each owner who is connected to the supply as a guarantee against the non-payment of accounts for the supply.

### **38. COSTS**

If the body corporate incurs or its required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier ( which expression shall for the purposes of this by-law include any former owner or occupier of the relevant lot) due to a default by that owner or occupier in the payment of any moneys to the body corporate or breach of the by-laws or for any other reason such owner or occupier shall forthwith pay on demand to the body corporate such costs and expenses which shall be a liquidated debt due and payable by the proprietor or occupier to the body corporate.

### **39. TELEPHONE SYSTEMS, VIDEO SYSTEMS AND PAY TV**

The body corporate is empowered to enter into agreements in respect of the provision of a PABX system or similar telephone exchange system, video system or Pay TV to the building.

### **40. MANAGEMENT**

The body corporate is empowered to enter into any agreement for the purpose of allowing management of the scheme land and building and letting of lots.

### **41. SWIMMING POOL AND SPA**

- 41.1 The swimming pool and spa must not be used between the hours of 9:00 pm and 6:00 am.
- 41.2 Children must not be permitted to use the swimming pool or spa unless supervised by an adult. The adult must not permit any child to operate the spa controls or timers.
- 41.3 No diving, jumping or running is permitted in or around the swimming pool or spa.
- 41.4 No alcohol, glass, eating or drinking is permitted in or around the swimming pool or spa.
- 41.5 No throwing of objects or intentional splashing is permitted and no objects other than floatation devices for the assistance of children or the aged are permitted in the swimming pool or spa.
- 41.6 No activities which may cause annoyance, nuisance or damage to other users of the swimming pool or spa or owners or occupier of lots are permitted.
- 41.7 The use of the spa may be regulated by the owner or occupier of Lot 4 to ensure that all owners and occupiers have an equal opportunity to share the facility.

### **42. TENNIS COURT**

- 42.1 The tennis court must not be used between the hours of 9:00 pm and 6:00 am and children must not be allowed to use the tennis court unless supervised by an adult.
- 42.2 No alcohol, glass, eating or drinking is permitted in or around the tennis court.
- 42.3 The players must wear suitable footwear so as not to damage the surface of the tennis court.
- 42.4 Bookings for the use of the tennis court must be made through the owner or occupier of Lot 4.
- 42.5 No owner or occupier may book the tennis court more than seven days in advance or for more than two hours on any day.

### **43. SPECIAL PRIVILEGES – LOT 4**



- 43.1 The owner or occupier for the time being of Lot 4 may at its own expense erect or procure the erection on the common property all reasonable signs for the purpose of promoting or fostering the business of letting the lots in the building.
- 43.2 The owner of Lot 4 shall be responsible at its own expense for the proper maintenance of any signs erected on the common property pursuant to this by-law but otherwise the body corporate shall continue to be responsible to carry out at its own expense the duties pursuant to the Act in respect of such parts of the common property.

#### 44. HARD FLOORING

An owner of a lot may install hard flooring subject to the following conditions:

- (a) The Field Impact Isolation Class ("FIIC") of the works when completed shall not be less than 60;
- (b) Following the installation of the works, the owner shall at its cost have the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the Body Corporate. The occupier will provide a copy of the consultants' report to the Body Corporate within seven days of receiving same;
- (c) Where the FIIC of the completed works is less than the level detailed above, the owner must, within a reasonable time, at its cost, cause the removal of the works and/or have any necessary procedures or additional works undertaken in order for the works to comply with the Body Corporate requirements. Following any such remedial action being taken, the above provisions must again be complied with by the owner;
- (d) On receipt of the acoustic consultants' report, the Body Corporate or its representative shall notify the Body Corporate's insurers of the installation and the Lot Owner will be liable for any increase in premium as a result of the installation.
- (e) All work is to be carried out between the hours of 8:00 am and 5:00 pm Monday to Friday only and is to be arranged with Bridgeport Apartments Resident Managers;
- (f) All equipment is to be stored out of sight at the end of each working day;
- (g) Any necessary cleaning of Common Property due to the building activity is to be carried out daily and if not carried out shall be carried out by the Body Corporate at the owners' expense;
- (h) All work is to be completed within thirty (30) days of the start of construction;
- (i) No hard flooring shall be installed in a lot where there are bedrooms directly below. All flooring may only be installed above the lower lots living area;
- (j) All furniture being placed on the hard flooring must be padded on the base with felt furniture pads; and
- (k) All works must comply with relevant Australian Standards.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Nil

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Not Applicable