

**The Patterson by Mosaic community titles scheme**

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution Entitlement</b>	<b>Interest Entitlement</b>
Lot 1 on SP 318026	68	18
Lot 401 on SP 318026	121	126
Lot 402 on SP 318026	126	131
Lot 403 on SP 318026	126	134
Lot 404 on SP 318026	156	194
Lot 405 on SP 318026	156	206
Lot 406 on SP 318026	121	145
Lot 501 on SP 318026	121	129
Lot 502 on SP 318026	127	134
Lot 503 on SP 318026	127	137
Lot 504 on SP 318026	156	199
Lot 505 on SP 318026	156	196
Lot 506 on SP 318026	121	127
Lot 601 on SP 318026	124	132
Lot 602 on SP 318026	130	137
Lot 603 on SP 318026	130	140
Lot 604 on SP 318026	159	204
Lot 605 on SP 318026	159	201
Lot 606 on SP 318026	124	130
Lot 701 on SP 318026	124	135
Lot 702 on SP 318026	130	140
Lot 703 on SP 318026	130	143
Lot 704 on SP 318026	159	209
Lot 705 on SP 318026	159	206

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<b>Lot on Plan</b>	<b>Contribution Entitlement</b>	<b>Interest Entitlement</b>
Lot 706 on SP 318026	124	133
Lot 801 on SP 318026	124	138
Lot 802 on SP 318026	130	143
Lot 803 on SP 318026	130	146
Lot 804 on SP 318026	159	244
Lot 805 on SP 318026	159	241
Lot 806 on SP 318026	124	136
Lot 901 on SP 318026	128	141
Lot 902 on SP 318026	130	148
Lot 903 on SP 318026	134	151
Lot 904 on SP 318026	165	274
Lot 905 on SP 318026	165	271
Lot 906 on SP 318026	130	140
Lot 1001 on SP 318026	250	299
Lot 1003 on SP 318026	130	156
Lot 1004 on SP 318026	165	289
Lot 1005 on SP 318026	165	286
Lot 1006 on SP 318026	130	144
Lot 1101 on SP 318026	130	151
Lot 1102 on SP 318026	130	158
Lot 1103 on SP 318026	130	161
Lot 1104 on SP 318026	165	304
Lot 1105 on SP 318026	165	301
Lot 1106 on SP 318026	130	149
Lot 1201 on SP 318026	135	156
Lot 1202 on SP 318026	135	163

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Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1203 on SP 318026	135	166
Lot 1204 on SP 318026	250	635
Lot 1206 on SP 318026	135	154
Lot 1301 on SP 318026	250	329
Lot 1303 on SP 318026	135	171
Lot 1304 on SP 318026	250	665
Lot 1306 on SP 318026	135	159
Lot 1401 on SP 318026	245	509
Lot 1402 on SP 318026	245	553
Lot 1403 on SP 318026	250	571
Lot 1501 on SP 318026	250	529
Lot 1502 on SP 318026	250	583
Lot 1503 on SP 318026	255	601
<b>TOTAL</b>	<b>9,757</b>	<b>14,301</b>

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements for the community titles scheme has been decided is the **relativity principle**.
2. The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
  - a. how the community titles scheme is structured;
  - b. the nature, features and characteristics of the lots;
  - c. the purposes for which the lots are used;
  - d. the impact the lots may have on the costs of maintaining the common property;
  - e. the market values of the lots.

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4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
- the nature, features and characteristics of the lots in the community titles scheme;
  - the purposes for which the lots in the community titles scheme are used;
  - the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme; and
  - the market values of the lots,
- and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the contribution schedule lot entitlements for the community titles scheme.
5. By reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for lots in the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
- External Surface Area - a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area as there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area relative to lots with a smaller external surface area;
  - Floor Area - the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot relative to lots with a smaller floor area and therefore a lot which has a greater floor area will have a higher contribution schedule lot entitlement than a lot which has a smaller floor area because there is a higher cost;
  - Level of the Building - the level of the building on which the lot is situated. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls and use of any lifts relative to lots lower in the building. Accordingly, a higher allocation of contribution schedule lot entitlements is made to lots that are higher in the building relative to other lower lots;
  - Number of Occupants - the larger the lot, the greater number of occupants that the lot can accommodate. Lots with a higher number of occupants will have a higher contribution schedule lot entitlement relative to lots with fewer occupants as those larger lots with greater occupants place a greater burden on the cleaning, maintenance and caretaking of common property relative to smaller lots with fewer occupants;
  - Market Value - residential lots with a higher market value have a higher contribution relative to residential lot that has a lower market value;
  - Purpose for which the lots are used - all lots in the scheme are used for residential purposes, except for lot 1 which is used for retail purposes.

### PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

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

Section 66(1)(f) and section 66(1)(g) of the *Body Corporate and Community Management Act 1997* do not apply to this Scheme.

**SCHEDULE C BY-LAWS**

**1. Interpretation**

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) in any combination or list of options, the use of the word **or** is not used as a word of limitation.
- (h) use of the word **including** and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-law cannot be read down it is deemed void and is severed and the remaining By-laws are not in any way affected or impaired.

**2. Definitions**

In this CMS, unless the contrary intention appears:

- (a) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (b) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (c) **Body Corporate** means the body corporate of the Scheme.

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- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
  - (i) these By-Laws;
  - (ii) the BCCM Act; or
  - (iii) any covenant, easement or other encumbrance over the Common Property.
- (e) **By-Laws** means these by-laws.
- (f) **CMS** means a community management statement.
- (g) **Common Property** means the common property of the Scheme.
- (h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever.
- (i) **Development** means the development known as The Patterson by Mosaic situated at 3 Archer Street, Toowong, Queensland 4066.
- (j) **Display Lot** means a Lot or Lots used to promote sales.
- (k) **Function Area** means any recreation and/or function room which is located on the Common Property.
- (l) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (m) **Lot** means a lot included in the Scheme and includes:
  - (i) all improvements constructed on or within the lot; and
  - (ii) any areas of Common Property which may be used by occupants of the lot under an exclusive use By-law allocation.
- (n) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (o) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (p) **Occupier** means:
  - (i) each Owner; and
  - (ii) any occupier of a Lot and includes:
    - (A) a mortgagee in possession;
    - (B) a tenant or lessee (of a Lot or a part of a Lot); and

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- (C) an occupier of a part of a Lot.
- (q) **Original Owner** means RK2 Apartments Pty Ltd ACN 635 063 026.
- (r) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (s) **Pets:**
- (i) includes dogs, cats, birds and other animals normally kept as pets; and
  - (ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.
- (t) **Residential Lots** are Lots which are used or may be used for residential purposes.
- (u) **Retail Lots** are Lots which are used or may be used for non-residential purposes (including retail, commercial or hospitality).
- (v) **Scheme** means The Patterson by Mosaic community titles scheme.
- (w) **Scheme Land** means all the land included in the Scheme.
- (x) **Secretary** means the secretary of the Body Corporate.
- (y) **Vehicle** means any motor car, motorcycle, truck, van, bus, articulated vehicle, caravan trailer, boat trailer including any boat and any other form of transport or vehicles designed for movement upon wheels.

**3. Observance of By-Laws and Peaceful Enjoyment**

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of their Lot.

**4. Throwing or Dropping Objects**

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

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#### **5. Moving In / Out of Scheme**

- 5.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.
- 5.2 Protective lift curtains and/or protective apparatus must be obtained from the appointed caretaker must be used by Occupiers for all moves.
- 5.3 Occupiers must not use the main entry foyer of the Scheme for moving purposes, unless there is no other means available for moving purposes.
- 5.4 Before any large and/or bulky items are moved in and out of any Lot, the Occupier must provide at least 3 Business Days' notice to the Body Corporate or appointed caretaker which outlines the proposed time and manner that the large and/or bulky items are to be moved and the Occupier must adhere to and abide by any directions issued by the Body Corporate or the appointed caretaker.

#### **6. Vehicles**

- 6.1 An Occupier must not, without the Body Corporate's written approval:
  - (a) park a Vehicle or allow a Vehicle to stand on the Common Property;
  - (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's vehicles.
- 6.2 An approval under this By-law must state the period for which it is given, with the exception of designated visitor parking.
- 6.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupiers, with the exemption of designated visitor parking.
- 6.4 Occupiers acknowledge that the visitor parking areas must be used by genuine visitors only. An Occupier must not park a Vehicle, or allow a Vehicle, motor cycle or bicycle to stand upon visitor parking areas at any time.
- 6.5 The Occupier must ensure their Invitees use visitor parking areas only for its intended use of casual parking, within the rules set from time to time by the Committee.
- 6.6 Occupiers must not and must ensure their Invitees do not park or allow any trailer, caravan, campervan, mobile home or personal watercraft on the visitor parking areas.
- 6.7 The Committee is empowered to remove, at the relevant Occupier's expense, any vehicles parked on Common Property in breach of these By-laws by towing or other means.
- 6.8 Heavy vehicles (over 2 tonnes tare) must not be brought onto the Scheme Land.
- 6.9 A vehicle may only be driven on Scheme Land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- 6.10 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.



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- 6.11 An Occupier must not undertake or allow to be undertaken any repairs or restorations to a Vehicle within the Scheme without receiving the prior written consent of the Committee (except for minor repairs such as replacing windscreen wipers and any necessary roadside assistance).
- 6.12 An Occupier must not wash a Vehicle on Common Property including in an exclusive use area, without the Committee's consent.
- 6.13 An Occupier must not exceed the speed limit of 10kph within the Scheme.
- 7. Use of Lots**
- 7.1 Subject to these By-Laws (including the rights of a caretaking service contractor or party holding a letting authorisation from the Body Corporate), Residential Lots may only be used for residential purposes.
- 7.2 Lots must not be used or allowed to be used:
- (a) for any purpose that may cause a nuisance or hazard;
  - (b) in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
  - (c) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme;
  - (d) for any purpose that may endanger the safety of persons within the Scheme; or
  - (e) for a purpose or in a manner contrary to the relevant planning instrument, any Approval for the Scheme or any other applicable law.
- 7.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing the:
- (a) use does not conflict with the rights of any caretaking service contractor or party holding a letting authorisation from the Body Corporate;
  - (b) use is lawful and all necessary permits for the use are held;
  - (c) use does not unreasonably interfere with the amenity of other Occupiers; and
  - (d) Occupier obeys the reasonable directions and requirements of the Body Corporate.
- 7.4 Occupier must ensure no musical instrument is practised in its Lot between 10.00pm and 8.00am.
- 7.5 Flammable substances must not be stored within Residential Lots unless the substance is used for normal domestic use.
- 7.6 Each Owner:
- (a) may not permit any auction sale to be conducted or to take place in any part of the Scheme (including in any Lot) without first obtaining the written approval of the Committee;
  - (b) may not erect any sign in the nature of a 'for sale' or 'to let' sign on or in the Scheme (including in any Lot) without first obtaining the written approval of the Committee to the sign to be erected and the position of such sign; and

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- (c) must remove any sign in the nature of a 'for sale' or 'to let' sign immediately if so required by the Committee and must not re-erect such sign without the written approval of the Committee.

**7.7 Any Retail Lots:**

- (a) may, subject to By-law 7.7(b), be used for any lawful non-residential purpose; and
- (b) must not be used as part of an enterprise that carries on the business of management of letting or sales of Lots, unless the occupant of the Retail Lot, or a party related to it, holds an authorisation from the Body Corporate to carry out such a business.

**8. Maintenance of Lots**

Occupiers must:

- (a) maintain their Lot in good repair and condition;
- (b) maintain the plant and equipment, wiring and plumbing that is within a Lot or that exclusively services their Lot so that it is safe and properly operational and must replace, as required, any such infrastructure which exclusively services their Lot;
- (c) keep their Lot:
  - (i) clean so that it is not offensive in appearance to other Occupiers; and
  - (ii) free of pests and vermin;
- (d) comply with manufacturer's recommendations regarding periodic maintenance and servicing for any air conditioner servicing their Lot;
- (e) keep accessible windows and glass clean;
- (f) if applicable, maintain their Lot to prevent the excessive growth of grass and other vegetation so that the Lot is not unsightly; and
- (g) ensure that balconies and terraces do not leak resulting in water or other liquids escaping to other Lots or Common Property.

**9. Alteration to Lots**

**9.1 Except as set out in this By-law, Lots must not be altered without:**

- (a) the prior written approval of the Body Corporate;
- (b) first submitting to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations; and
- (c) all necessary local authority and other approvals having first been obtained.

**9.2 No approval of the Body Corporate is necessary for minor works to the internal area of the Lot such as painting and replacement of carpet but the colours used must be in keeping with the colours of the Scheme generally.**

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**9.3 The Body Corporate:**

- (a) must not unreasonably withhold its consent to an alteration; and
- (b) may give its consent subject to reasonable conditions.

**9.4 No hard floor finishes may be installed without the prior written approval of the Body Corporate which may be given subject to conditions. The Body Corporate may withhold consent to any such approval unless the Owner demonstrates to the reasonable satisfaction of the Body Corporate that the floor finishes installed minimise the transfer of noise from floor to floor within the Scheme.**

**9.5 Alterations may be made to Retail Lots providing:**

- (a) the Owner has first obtained all necessary local authority and other approvals to the alteration; and
- (b) the alterations are in accordance with the standard and general appearance of the Scheme.

**10. Appearance of Lots**

**10.1 The purpose of this By-law is to ensure that the Scheme:**

- (a) is visually uniform and tidy in appearance; and
- (b) includes garden areas and plants which are compatible with the landscaping of the Scheme generally.

**10.2 Unless approved in writing by the Body Corporate and any other relevant Local Authority, an Occupier must not:**

- (a) hang any washing, bedding or other articles;
- (b) display any sign, banner, advertisement or similar articles;
- (c) keep on the balcony anything not ordinarily kept on a balcony area as determined by the Body Corporate;
- (d) use any part of the Lot for storage;
- (e) keep any oversized plants (as determined by the Body Corporate); or
- (f) install any aerials, receivers or the like,

if visible from outside of the Lot.

**10.3 An Occupier must not install:**

- (a) window finishes; or
- (b) screening or security devices,

unless they otherwise comply with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-law in giving any approval.

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10.4 An Occupier:

- (a) of a Lot which contains any garden area or feature plants must maintain that area or plants; and
  - (b) must maintain any external sliding screen on any doorway of their Lot,
- so as to achieve the purposes of this By-Law.

11. **Right of Entry**

11.1 The Body Corporate may enter any Lot after seven days written notice with workmen and other authorised persons and necessary materials and appliances to:-

- (a) comply with any requirement involving the destruction of noxious animals, rodents or other pests;
- (b) carry out any repairs, alterations, renovations, extension or works in relation to any services or service infrastructure; or
- (c) to inspect an carry out work the Body Corporate is authorised or required to carry out.

11.2 The Body Corporate must minimise inconvenience to Occupiers and make good any damage caused by the above works.

11.3 Owners must ensure that they provide all required notice to any tenants to allow the above access.

11.4 In case of emergency no notice will be required under By-law 11.1.

11.5 In exercising its right under this By-law, the Body Corporate must ensure that it causes as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

11.6 Further to By-law 11.1, the Owners and Occupiers of Lots 405 and 406 acknowledge and agree as follows:

- (a) the Body Corporate is responsible for maintaining the Common Property adjoining Lots 405 and 406 (**Façade Planter**);
- (b) access is required through Lots 405 and 406 to access and maintain the Façade Planter;
- (c) an entrance way to:
  - (i) Lot 406 may be installed between the balcony of Lot 406 and adjoining Common Property; and
  - (ii) Lot 405 may be installed between the balcony of Lot 405 and the balcony of Lot 406,**(Entrance Ways)**,
- (d) the Entrance Ways will be locked to restrict access and use by the Body Corporate and any person authorised by the Body Corporate; and
- (e) the Owners or Occupiers of Lots 405 and 406 will not have or be entitled to access or use the Entrance Ways.

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**12. Behaviour of Occupiers and Invitees**

12.1 Subject to By-law 12.3 below, all persons within the Scheme:

- (b) must not make or permit any noise or vibration likely to unreasonably interfere with the peaceful enjoyment of others;
- (c) must take all practical means to minimise annoyance and noise to others including by closing doors, windows and curtains;
- (d) leaving or entering between 11.00 pm and 8.00am must do so quietly;
- (e) unless within the privacy of a Lot, must be appropriately dressed;
- (f) must not use language or behave in a way that might offend or embarrass another person in the Scheme; and
- (g) must not behave in a way likely to unreasonably interfere with the peaceful enjoyment of others.

12.2 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Occupiers. Such equipment and instruments must not be operated between the hours of 11.00pm and 7.00am in a manner as to be audible at all to any other Occupier.

12.3 By-law 12.1 does not apply to Occupants and Invitees of any Retail Lots.

**13. Waste Disposal**

13.1 Waste must:

- (a) be kept in a waste receptacle within a Lot or on Common Property areas designated for keeping waste;
- (b) be stored and disposed of in a manner that will not adversely affect the amenity, health, hygiene or comfort of others;
- (c) not be deposited on the Common Property; and
- (d) comply with all local government local laws about disposal of garbage.

13.2 Occupiers must comply with any waste storage and removal system adopted by the Body Corporate.

13.3 The Body Corporate must give and is empowered to give any indemnities in favour of the local authority or other Authorities to facilitate the removal of waste including in relation to damage caused to improvements and infrastructure by waste removal vehicles.

13.4 Occupiers must use any waste chute:

- (a) in accordance with all signs and directions of the Body Corporate;
- (b) only by placing items into the chute that are small enough to travel freely through the chute;

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- (c) by not placing folded boxes or other items in a manner which might tend to unfold whilst passing through the chute (for example, pizza boxes);
- (d) by ensuring that items are heavy enough to pass through the chute; and
- (e) by only placing seafood, odorous items or items which will quickly decompose and become odorous, in the chute the evening prior to the due date for collection of waste.

**14. Keeping of Pets**

14.1 Subject to Section 181 of the BCCM Act, an Occupier is permitted to keep no more than two (2) Pets within their Lot to the extent permitted by the relevant Authority requirements, subject to the following conditions;

- (a) Prior to the Pet being brought or kept on site, an Occupier must;
  - (i) obtain the Body Corporate's written approval; and
  - (ii) provide the Body Corporate with:
    - (A) a photo of the Pet; and
    - (B) a certification of Pet's vaccination, which is to be renewed annually;
- (b) the Pet is kept within the Lot;
- (c) the Pet does not cause a nuisance to nor disturb any other Occupiers;
- (d) Pets are not allowed in any function/recreation area, unless designated for Pet recreation use;
- (e) the Pet is restrained when on Common Property and is carried whilst in entry lobbies, individual floor lobbies and lifts;
- (f) the Pet is domesticated, kept clean, quiet and controlled at all times, whilst within the Lots and whenever on Common Property;
- (g) the Pet does not defecate or run loose whilst on Common Property. The Occupier may be subject to a cleaning fee for a breach of this condition;
- (h) the Pet wears an identification tag clearly showing the Occupier's address and telephone number;
- (i) any damage caused by the Pet to be repaired by the Occupier at their own expense; and
- (j) have the Lot pest control sprayed for fleas when required and on vacating the Lot..

14.2 If any of the conditions under this By-law are contravened, by the Body Corporate or the Committee may after two warnings to the Occupier require the immediate and permanent removal of the Pet from the Lot and Common Property.

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**15. Broadband Infrastructure**

**15.1** The Body Corporate acknowledge that:

- (a) any Pit and Pipe Works (other than Horizontal MDU Pit and Pipe Works) within the Scheme vest in NBN Co Limited, free of encumbrances, and are the sole property of NBN Co Limited; and
- (b) as owner, NBN Co Limited has the right to maintain, repair, alter, remove or replace the Pit and Pipe Works.

**15.2** Where there are any Pathways Works or Horizontal MDU Pit and Pipe Works within the Scheme the Body Corporate grants a licence to NBN Co Limited for:

- (a) the exclusive use of any Pathways and any Horizontal MDU Pit and Pipe Works; and
- (b) the non-exclusive use of other Pathway Works (subject to Minimum Spatial Requirements).

**15.3** The Body Corporate, each Owner and Occupier agrees that in accordance with Schedule 3 of the Telecommunications Act and any associated instruments (Schedule 3), they waive and agree to waive:

- (a) their rights to be given notice in relation to any activity to be undertaken within the Scheme or any areas ancillary to the Scheme which is authorised under Schedule 3; and
- (b) any right they may have to object to those activities.

**15.4** The Body Corporate, each Owner and Occupier agrees if requested by NBN Co Limited, confirm and agree to the matters set out in this By-law in a form reasonably satisfactory to NBN Co Limited.

**15.5** Terms used in this By-law have the meanings given to them in the Short Form Development Agreement entered into by the original owner to enable the Scheme to be part of the National Broadband Network.

**16. Exclusive Use of Residential Areas**

**16.1** This By-law takes into account that:

- (a) the Lots have been designed and constructed to function and operate principally as 2 distinct purpose areas, namely;
  - (i) for Residential Lots - residential purpose areas (being any lifts accessing the residential areas, the recreational and entertainment facilities, including any residents foyer area, swimming pool, spa, associated rest rooms, gymnasium, residents lounge and barbecue areas); and
  - (ii) for Retail Lots - hospitality, retail or commercial purpose areas.
- (b) all applicable operating and maintenance costs of the relevant building facilities and associated services are allocated to each of the owners of the respective purpose area lots.

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- 16.2 Occupiers and Invitees of the Retail Lots are excluded from using the residential purpose areas, and those amenities are reserved for the exclusive use of the Occupiers and Invitees of the Residential Lots only.

**17. Various matters concerning Common Property**

- 17.1 Washing of vehicles must only occur in designated areas, if any.
- 17.2 Any designated speed limits must be complied with.
- 17.3 Occupiers must not:
- (a) interfere with the lawful use of the Common Property;
  - (b) interfere with the use of access ways or any easement giving access to or through the Common Property;
  - (c) use Common Property facilities for any purpose for which they were not intended for use;
  - (d) alter, operate, damage or in any way deface the Common Property or any Body Corporate asset; or
  - (e) smoke cigarettes or any other substance whilst on Common Property.
- 17.4 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

**18. Use of Pool Area**

- 18.1 A pool area is located on the Common Property and is intended to be used for the purposes of a swimming pool and associated recreational purposes (**Pool Area**) by the Owners and Occupiers and their guests. The Body Corporate is responsible for the maintenance of an operating costs of the Pool Area.
- 18.2 The rules for use of any Pool Area are as follows:
- (a) the Pool Area may only be used between the hours of 7.00am and 10.00pm or as otherwise determined by the Body Corporate;
  - (b) the Pool Area may only be used by an Owner or Occupier and their guests;
  - (c) glass items must not be taken within the Pool Area;
  - (d) the gates surrounding the Pool Area must be closed immediately after entry or exit;
  - (e) alcoholic beverages are not taken to or consumed within the Pool Area;
  - (f) there is to be no smoking within the Pool Area;
  - (g) children under the age of 15 must be accompanied by the adult Owner or Occupier within the Pool Area who are exercising effective control and supervision over them;
  - (h) persons must not allow an animal within the Pool Area;



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- (i) people using the Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
  - (j) people using the Pool Area must be appropriately dressed at all times and use a towel on any furniture (however not necessary for all recreational furniture such as dining chairs and seat benching);
  - (k) people must not hang or place any towels or other belongings on fence around the Pool Area;
  - (l) people using the Pool Area must comply with any notice erected by the Body Corporate within the Pool Area giving direction in respect of any rules relating to the use of the Pool Area; and
  - (m) use of the Pool Area by an Owner or Occupier and their Invitees is at each of their own risk.
- 18.3 The Body Corporate may close the Pool Area for maintenance purposes.
- 18.4 In addition to the rules set out in this CMS, the Committee may implement any further rules in relation to the Pool Area as it deems appropriate.
- 18.5 An Occupier must not, without proper authority from the Body Corporate, operate, adjust or interfere with the operation of any equipment associated with the swimming pool located within the Pool Area or add any chemical or other substance to the same.
- 19. Use of Function Area**
- 19.1 The roof terrace Function Areas (which includes the swimming pool, swimming pool area, recreational terrace areas and associated facilities) may only be used between the hours of 7.00am to 10.00pm, unless otherwise approved by the Body Corporate.
- 19.2 Owners and Occupiers must clean up any mess they make while they or their invitees and guests use a Function Areas and remove any rubbish and personal property from the Common Property.
- 19.3 The Body Corporate may close any of the Function Areas for maintenance or similar purposes.
- 19.4 Alcoholic beverages are not taken to or consumed in or around the swimming pool.
- 19.5 Occupiers and their Invitees must be appropriately dressed at all times and in particular use a towel on pool furniture. Note this requirement is not necessary for all recreational furniture such as dining chairs and seat benching.
- 19.6 Towels and other belongings are not hung or placed on fences or other parts of the Common Property other than any pool furniture.
- 19.7 The Body Corporate may determine from time to time that any of the Function Areas may or are required to be booked prior to use.
- 19.8 An Occupier who books or reserves a Function Area must only use it for lawful purposes and must use it in a manner that does not disrupt or inconvenience other Occupiers in the Scheme.

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- 19.9 The booking or reservation will commence in accordance with the allocated time and must conclude at the agreed times nominated on the booking or reservation application approved by the caretaker and the Function Area must be vacated promptly.
- 19.10 Occupiers will under no circumstances use a Function Area for any trade or business.
- 19.11 Any Occupier may request a booking or reservation through the caretaker.
- 19.12 Any booking or reservation approved by the caretaker will have priority for use of the specified Function Area over any other Occupier.
- 19.13 The Body Corporate reserves the right to change or cancel bookings without being liable to pay any compensation.
- 19.14 The Body Corporate reserves the right to amend, add or remove rules in relation to a Function Area as stated at their reasonable discretion.
- 19.15 Occupiers and their guests must comply with the By-Laws of the Body Corporate.
- 19.16 The Body Corporate reserves the right to recover any costs incurred as a result of the misuse or breach of these rules.
- 19.17 In relation to cleaning of a Function Area:
- (a) All items and facilities including furniture, floor coverings and kitchen facilities utilised during the use of the Function Area hire must be left clean and in good order;
  - (b) Rubbish must be placed in the bins provided;
  - (c) The Occupier must remove packaging; and
  - (d) The Body Corporate reserves the right to apply charges should the Occupier fail to clean the room adequately.
- 19.18 In relation to damage in a Function Area:
- (a) The Occupier is required to notify the caretaker of any damage caused. Should any damage be caused to the Function Area during the period of the function booking, the bond will be retained until any damage caused is repaired. The cost of the repair of the damage will be deducted from the bond. The Occupier is responsible for and agrees to pay any costs in excess of the bond amount for repairs of any damage caused during the function;
  - (b) The Occupier must adhere to all laws, including occupational health and safety laws and those relating to exposure to noise, working at heights, manual handling and safe operation of equipment; and
  - (c) The Occupier must comply in every respect with regulations under the Health Act 1958 and the Building Code of Australia, with regard to public buildings for the prevention of overcrowding and obstruction of doorways, passages, corridors or any other part of the building to ensure the safe exiting from the building in case of an emergency.

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**20. Gymnasium**

20.1 The gymnasium may be used at any time.

20.2 Occupiers must ensure that:

- (a) their Invitees do not use the gymnasium unless accompanied by the Occupier;
- (b) children below the age of 15 years are not in the gymnasium unless those children are accompanied by an adult Occupier exercising effective control over them;
- (c) alcoholic beverages are not taken to or consumed in the gymnasium;
- (d) glass containers or receptacles of any type are not taken to or allowed to remain in the gymnasium;
- (e) they and their Invitees must exercise caution at all times and must not behave in any manner that is likely to interfere with the use and enjoyment of the gymnasium by any other persons;
- (f) they and their Invitees must place a towel on equipment prior to use and must wipe down equipment after use; and
- (g) between the hours of 11.00 pm and 6.00 am, they do not create noise or permit noise to be created in a manner that is likely to interfere with the peaceful enjoyment of an Occupier of another Lot, Common Property or neighbouring properties.

**21. Bicycles**

21.1 Bicycles:

- (a) must only be stored within Lots, in designated areas or within appropriate exclusive use areas; and
- (b) must be locked to prevent theft.

21.2 An Occupier of a Lot must not, without the Committee's written approval, park a bicycle, or allow a bicycle to stand on Common Property, unless the bicycle is parked in a designated bicycle parking space in accordance with the approved plans for the development approval for the Scheme.

21.3 An Occupier may only bring a bicycle into and out of the Common Property by way of the carpark entry.

21.4 An Occupier must not leave a bicycle on any part of the Common Property that blocks or restricts access to or from a fire exit door.

21.5 An Occupier of a Lot must not ride bicycles, skateboards, scooters, roller blades, rollers skates or the like on the Common Property.

**22. Letterboxes / Parcel Area**

22.1 All Occupiers must ensure any letterbox for the Lot is regularly cleared.

22.2 All Occupiers must ensure that any parcel area located on the Common Property which may be designated by the Body Corporate (or via prior Committee consent) is regularly attended by the

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Occupier for the collection of parcels and/or packages, and that any parcel and/or package delivered, is delivered only to the designated spot.

- 22.3 The Body Corporate will ensure the video security system monitors any parcel area.
- 22.4 Any parcel area is only to be used to receive deliveries during regular business hours.
- 22.5 All Occupiers acknowledge and agree that any parcels and/or packages within the parcel area are at the sole and exclusive risk of the Occupier.
- 22.6 All Occupiers acknowledge and agree that the Body Corporate will not be responsible, and release the Body Corporate, from all liability in respect of any claim relating to the Occupier's use of the parcel area or the condition of the parcels and/or packages.

### **23. Lot Utility Infrastructure located on Common Property**

- 23.1 Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property in appropriate locations such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.
- 23.2 Owners are responsible for:
- (a) the repair, maintenance and replacement of; and
  - (b) any loss or damage to,
- Lot Utility Infrastructure.
- 23.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.
- 23.4 Any part of the Common Property which contains Lot Utility Infrastructure may be locked by the Body Corporate unless otherwise required by law, and may not accessed or opened by any person without the prior consent of the Body Corporate, not to be unreasonably withheld.

### **24. Supply of Utilities**

- 24.1 This By-law applies to the supply of any utilities by the Body Corporate (**Metered Utilities**) including:
- (a) hot water from a central hot water system;
  - (b) chilled water for air conditioning; and
  - (c) any form of energy.
- 24.2 The Body Corporate must not supply a Metered Utility to a Lot unless:
- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot, except for gas which is unmetered; and
  - (b) the Occupier and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

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**24.3 A Supply Agreement:**

- (a) must comply with any requirements of the law;
- (b) must require the Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
  - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
  - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;
- (d) may require payment of a security deposit as determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

**24.4 The Body Corporate:**

- (a) may refuse to enter into Supply Agreements with a person who is not the Occupier of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Occupier of a Lot if the Occupier:
  - (i) has paid the required security deposit; and
  - (ii) is not in arrears for the previous supply of a Metered Utility.

**24.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Occupier of the Lot unless:**

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or de facto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

**24.6 An Owner or Occupier must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:**

- (a) is the Owners responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

**25. Use of Services**

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All Occupiers must:

- (a) observe all requirements in the use of any services;
- (b) not use the services for any purpose other than the purposes for which they were constructed;
- (c) not overload any services or service infrastructure;
- (d) pay all maintenance, replacement and repair costs in connection with any service infrastructure and are also responsible for any loss or damage to the service infrastructure located on the Common Property; and
- (e) not waste water and ensure that all water taps in their Lot are turned off when not in use.

#### 26. Security System

- 26.1 Windows and external doors in Lots must be locked when nobody is in the Lot.
- 26.2 The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master key to the service contractor and/or letting agent.
- 26.3 The security system may restrict access of Occupiers to certain areas of Common Property within the Scheme.
- 26.4 The Body Corporate may install and maintain a video security system on the Common Property and the Owners and Occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, caretaker or any relevant authority for the purposes of security for the building.

#### 27. Restricted Access - Special Rights

- 27.1 Except for levels where common access is required for Occupiers to access common facilities or access ways, each Occupier of a lot on a level of any building within the Scheme will have special rights to the exclusive use, in common with other Occupiers on that level, of the Common Property lift foyer and access ways on that level.
- 27.2 Any Security System contemplated under By-law 25 may be configured to support the special rights granted under this By-law. The Cost of maintaining the Security System in this regard is payable by the Body Corporate.
- 27.3 The Body Corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this By-law (foyers and access ways on each level) at its Cost.
- 27.4 The Body Corporate may permit the Body Corporate's nominees and contractors to access the relevant lift foyer and access ways for any purpose determined by the Body Corporate including cleaning and maintenance.

#### 28. Exclusive Rights of Caretaker and Letting Agent

- 28.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.

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- 28.2 While a caretaking service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 28.3 The authorised or engaged party may display such signs and advertisements on the Common Property as is reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 28.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
  - (b) permit any person, including its staff, to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
  - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
  - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

### 29. Lease or Licence of Common Property

- 29.1 The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers, retailers or any other party on such terms and conditions as the Original Owner determines (**Utility Licence Grant Notice**).
- 29.2 If a Utility Licence Grant Notice is given:
- (a) the Body Corporate must grant the lease or licence as directed by the Original Owner;
  - (b) such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module; and
  - (c) the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit.
- 29.3 For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:
- (i) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;
  - (ii) a licence to a coffee shop operator in respect of part of the ground floor foyer or other common property area; or
  - (iii) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

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**30. Display and sale of Lots**

The Original Owner, its agents and any person authorised by it may:

- (a) use any Lot owned by one or more of them (**Original Owner Lots**) as a display and sales lot;
- (b) place any signs and other advertising and display material in and about any Original Owners Lots and about the Common Property; and
- (c) alone or together, pass over the Common Property to gain access to and egress from any Lot.

**31. Works carried out by Original Owner**

31.1 The Original Owner may, without the consent of the Body Corporate, enter upon the Common Property and undertake works on, to or within the Common Property, as required by the Original Owner in their discretion.

31.2 The Original Owner:

- (a) must re-instate and rectify any damage done to the Common Property in exercising its rights under this By-law to a standard in keeping with the balance of the Scheme; and
- (b) is not required to re-instate or rectify any works done which are in the nature of proper and permanent improvements.

31.3 The rights of the Original Owner under this By-law apply notwithstanding any inconsistency with any other By-law. By-laws regarding peaceful enjoyment, appearance of Lots, alteration to Lots, maintenance and upkeep, insurance, acoustics, flammable substances, auction sales and the like do not apply to Original Owner carrying out works to the Scheme.

**32. Exclusive Use Areas - Car Parks**

**32.1 Specified rights of exclusive use - car parks**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of car parking.

**32.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for car parking purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use car park areas are to be allocated; and



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- (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
- (ii) if necessary, a plan showing the relevant exclusive use car park areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
- (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use car park areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use car park areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning car park areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 32.2 may also be done by the agent of the Original Owner.

#### 32.3 Recording allocations, reallocations and revocations

- (a) If any exclusive use car park area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

#### 32.4 Other matters about exclusive use car park areas

- (a) Exclusive use car parks may only be used for parking registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers, registered four wheel drive vehicles and bicycles (**Permitted Vehicles**).
- (b) A Permitted Vehicle or trailer must not be parked in a car park unless all parts of the Permitted Vehicle or trailer are within the exclusive use car park.
- (c) A person may install a storage cage within an exclusive use car park only with the prior written consent from the Body Corporate, not to be unreasonably withheld, and which approval may be given with conditions concerning size, types and colours of storage devices. Any such installation must not impede or compromise the use of the area as a car park.

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- (d) A person must not carry out any maintenance or repair work or external cleaning on a Permitted Vehicle while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a Permitted Vehicle operational.
- (e) The Body Corporate is entitled to pass through an exclusive use car park where necessary to obtain access to a part of the Common Property.

**33. Exclusive Use Areas - Storage**

**33.1 Specified rights of exclusive use - storage**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of storage.

**33.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for storage purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use storage areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use storage areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use storage areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use storage areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning storage areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 33.2 may also be done by the agent of the Original Owner.

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**33.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use storage area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**33.4 Other matters about exclusive storage areas**

- (a) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (b) The Body Corporate is entitled to pass through an exclusive use storage area where necessary to obtain access to a part of the Common Property.
- (c) The storage area must not be used:
  - (i) for any purpose that may cause a nuisance or hazard;
  - (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
  - (iii) for any illegal or immoral purpose;
  - (iv) for any purpose that may endanger the safety of persons on the Land; or
  - (v) for the storage of:
    - (A) flammable or illegal substances;
    - (B) pets; or
    - (C) machinery or similar equipment.

**34. Exclusive Use Areas - Outdoor Dining**

**34.1 Specified rights of exclusive use - outdoor dining**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of outdoor dining and ancillary purposes.

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#### **34.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for outdoor dining purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use outdoor dining areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use outdoor dining areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use outdoor dining areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Exclusive use rights concerning outdoor dining areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (e) Anything that the Original Owner may do under this By-law 34.2 may also be done by the agent of the Original Owner.

#### **34.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use outdoor dining area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

#### **34.4 Other matters about exclusive use outdoor dining areas**

- (a) An exclusive use outdoor dining area must be kept clean and hygienic and maintained at the cost of the relevant owner to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept.

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- (b) Occupiers are entitled to pass through an exclusive use outdoor dining area where reasonably necessary to obtain access to a part of the Common Property.
- (c) Any furniture or other items in the exclusive use outdoor dining area must be in keeping with the nature and quality of the Scheme and must be kept clean and hygienic and maintained to that standard at the cost of the relevant owner.
- (d) Signage for the use of the relevant lot may be installed in the outdoor dining area. Any signage must:
  - (i) be in keeping with the nature and quality of the Scheme and must be of modest colours and design.
  - (ii) be professionally manufactured and installed.
  - (iii) maintained by the Owner with the benefit of an allocation at their cost.
  - (iv) be approved by the relevant authority if required for a sign and the Owner with the benefit of an allocation must obtain and keep that approval current as a condition of installation and keeping of the sign.

**35. Exclusive Use Areas - Waste**

**35.1 Specified rights of exclusive use - Waste**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of waste storage and disposal and ancillary purposes.

**35.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for waste storage and disposal purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use waste areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use waste areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.

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- (c) The Original Owner can make allocations of exclusive use waste areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Exclusive use rights concerning waste areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (e) Anything that the Original Owner may do under this By-law 34.2 may also be done by the agent of the Original Owner.

**35.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use waste area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**35.4 Other matters about exclusive use waste**

- (a) An exclusive use waste area must be kept clean and hygienic and maintained at the cost of the relevant owner to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept.
- (b) The waste area must not be used:
  - (i) for any purpose that may cause a nuisance or hazard;
  - (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
  - (iii) for any illegal or immoral purpose; or
  - (iv) for any purpose that may endanger the safety of persons on the Land.

**36. Exclusive Use Areas - Toilet**

**36.1 Specified rights of exclusive use - Toilet**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purpose of a toilet.

### **The Patterson by Mosaic community titles scheme**

#### **36.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for toilet purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use toilet areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use toilet areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use toilet areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Exclusive use rights concerning toilet areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (e) Anything that the Original Owner may do under this By-law 34.2 may also be done by the agent of the Original Owner.

#### **36.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use toilet area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

#### **36.4 Other matters about exclusive use toilet**

- (a) An exclusive use toilet area must be kept clean and hygienic and maintained at the cost of the relevant owner to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept.
- (b) The toilet area must not be used:

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- (i) for any purpose that may cause a nuisance or hazard;
- (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
- (iii) for any illegal or immoral purpose; or
- (iv) for any purpose that may endanger the safety of persons on the Land.

**37. Exclusive Use Areas and Assets - Other**

**37.1 Exclusive use areas**

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

**37.2 Rights attach to Lots**

The rights given in this By-law attach to the relevant Lots.

**37.3 Specified rights of exclusive use**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked "A" attached hereto; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

**37.4 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
  - (i) areas that are constructed as individual bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
  - (ii) areas that are constructed as outdoor dining areas, for use as exclusive use outdoor dining for the benefit of the Lots to which the areas are respectively allocated;
  - (iii) areas that are constructed as retail area, for use as exclusive use retail for the benefit of the Lots to which the areas are respectively allocated;
  - (iv) areas on the rooftop of the Scheme for use to place solar panels for the benefit of the Lots to which the areas are respectively allocated;
  - (v) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (**External Areas**) that:
    - (A) are adjoining or adjacent to the Lot to which they are allocated; and



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(B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot,

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.

- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
- (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 37.4 may also be done by the agent of the Original Owner.

**37.5 Recording allocations, reallocations and revocations**

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked under this By-law then:
- (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
  - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is *External Area* for areas allocated under By-law 37.4(a)(v)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**38. Local Government Mandated Conditions**

The development approval for the Scheme requires either that this Community Management Statement contain By-Laws as set out in this Part or that the Original Owner make disclosure to the Owners and Occupiers of certain matters as set out below.

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**IMPORTANT NOTICE** – the Seller may not yet have obtained all approvals required for the Scheme when this Proposed CMS is given to the Buyer. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. If this is the case, those matters will be included here and the Seller may vary this Proposed CMS and give the Buyer a further statement under Section 214 of the BCCM Act regarding the variations. The Seller directs the attention of the Buyer to the Contract Terms in this regard.

CONDITION	
8	<p><b>Alcohol Consumption</b></p> <p>In the event that an appropriate liquor licence is obtained from the relevant authority, this development approval for Food and drink outlet does not permit the service of alcohol to patrons who are not consuming food.</p> <p>Note: Liquor licenses are issued by the Queensland Government and require a separate approval.</p>
11	<p><b>Communal Recreation Deck</b></p> <p>The recreational deck on the roof level (designated for communal use areas) are limited to residential use only and must not be used between 10pm to 7am.</p>
12	<p><b>Communal Recreation Area</b></p> <p>Provide and maintain the communal recreation area(s) as shown on the approved plan. The communal recreation area(s) shall form part of the common property and shall not be designated for the exclusive use of any unit. The communal recreation deck is to remain un-roofed as per the approved plans as amended in red.</p>
14	<p><b>Visitor Parking</b></p> <p>Visitor car parking spaces must:</p> <ul style="list-style-type: none"><li>- Be clearly labelled as 'Visitor Parking'; and</li><li>- Remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour unrestricted access for bona fide visitors with the exception of the shared use bay described below:</li></ul> <p><b>Shared Use Bay</b></p> <p>The shared use bay depicted on the approved drawings is permitted to be used for service / delivery vehicles for the approved development Monday to Friday between 9am and 3pm only, with unrestricted visitor parking maintained at all other times. Signage is to be installed clearly stating 'Loading Bay Monday to Friday 9am to 3pm, Visitor parking all other times'. These shared use bay requirements shall be reflected in future Building Management Statements and Community Management Statements.</p>
15	<p><b>Limitation of "Retail Use"</b></p> <p>The areas noted on the approved drawings as "Retail" are limited to the 'Shop' and/or 'Food and Drink Outlet' uses as defined by <i>Brisbane City Plan 2014</i>.</p>

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<b>CONDITION</b>	
<b>21</b>	<p><b>Balconies and Terraces: Balustrades, Walls and Screens</b></p> <p>All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must (a) remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures, OR (b) ensure that balconies with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening are consistent with the relevant Brisbane Planning Scheme Codes and clearly depicted on the approved DRAWINGS AND DOCUMENTS. Any Community Management Statement must contain a by-law which reflects the requirements of this condition.</p>
<b>23</b>	<p><b>Screen Air Condition and Other Plan Enclosures</b></p> <p>Install and maintain suitable screening to all air condition, lift motor rooms, plan and service facilities located at the top of or on the external face of the building. The screening structures must be constructed from materials that are consistent with the material used elsewhere on the facade of the building. There must be no individual external air conditioning units.</p>
<b>32</b>	<p><b>Hours of Operation - Vehicle movements</b></p> <p>Operation of trucks and commercial vehicles (excluding waste collection vehicles) during the operational phase of the development must only occur between 7am - 7pm Monday to Saturday.</p>
<b>50</b>	<p><b>Refuse Collection - On Site</b></p> <p>Provide for the installation and collection of waste/recycling bins by Brisbane City Council's Waste Services.</p>
<b>50(a)</b>	<p><b>Arrange Refuse Collection</b></p> <p>Arrange for the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the site.</p> <p>Timing: A minimum of four weeks prior to the commencement of use and then to be maintained.</p>
<b>50(b)</b>	<p><b>Notify Future Owner</b></p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.</p> <p>Timing: At time of change of ownership</p>
<b>50(c)</b>	<p><b>Indemnify Council</b></p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>

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**SCHEDULE D ANY OTHER DETAILS**

**Statutory Easements**

Lots affected by statutory easements are as follows:

<b>Lots on Plan or Common Property</b>	<b>Statutory Easement</b>
Lots 1, 401-406, 501-506, 601-606, 701-706, 801-806, 901-906, 1001, 1003-1006, 1101-1106, 1201-1204, 1206, 1301, 1303, 1304, 1306, 1401-1403 and 1501-1503 on SP 318026 and Common Property	Support
Lots 1, 401-406, 501-506, 601-606, 701-706, 801-806, 901-906, 1001, 1003-1006, 1101-1106, 1201-1204, 1206, 1301, 1303, 1304, 1306, 1401-1403 and 1501-1503 on SP 318026 and Common Property	Utility Services and Utility Infrastructure
Lots 1, 401-406, 501-506, 601-606, 701-706, 801-806, 901-906, 1001, 1003-1006, 1101-1106, 1201-1204, 1206, 1301, 1303, 1304, 1306, 1401-1403 and 1501-1503 on SP 318026 and Common Property	Shelter
Lots 1, 401-406, 501-506, 601-606, 701-706, 801-806, 901-906, 1001, 1003-1006, 1101-1106, 1201-1204, 1206, 1301, 1303, 1304, 1306, 1401-1403 and 1501-1503 on SP 318026 and Common Property	Projections
Lots 1, 401-406, 501-506, 601-606, 701-706, 801-806, 901-906, 1001, 1003-1006, 1101-1106, 1201-1204, 1206, 1301, 1303, 1304, 1306, 1401-1403 and 1501-1503 on SP 318026 and Common Property	Maintenance of building on or close to boundary

**Services Location Diagrams**

The location of the current service easements are as follows:

<b>Lots and / or Common Property affected</b>	<b>Service Easement</b>	<b>Service Location Diagram</b>
Common Property	Telecommunications, Water, Sewerage, Gas, Electricity and Stormwater/Roofwater	"X"

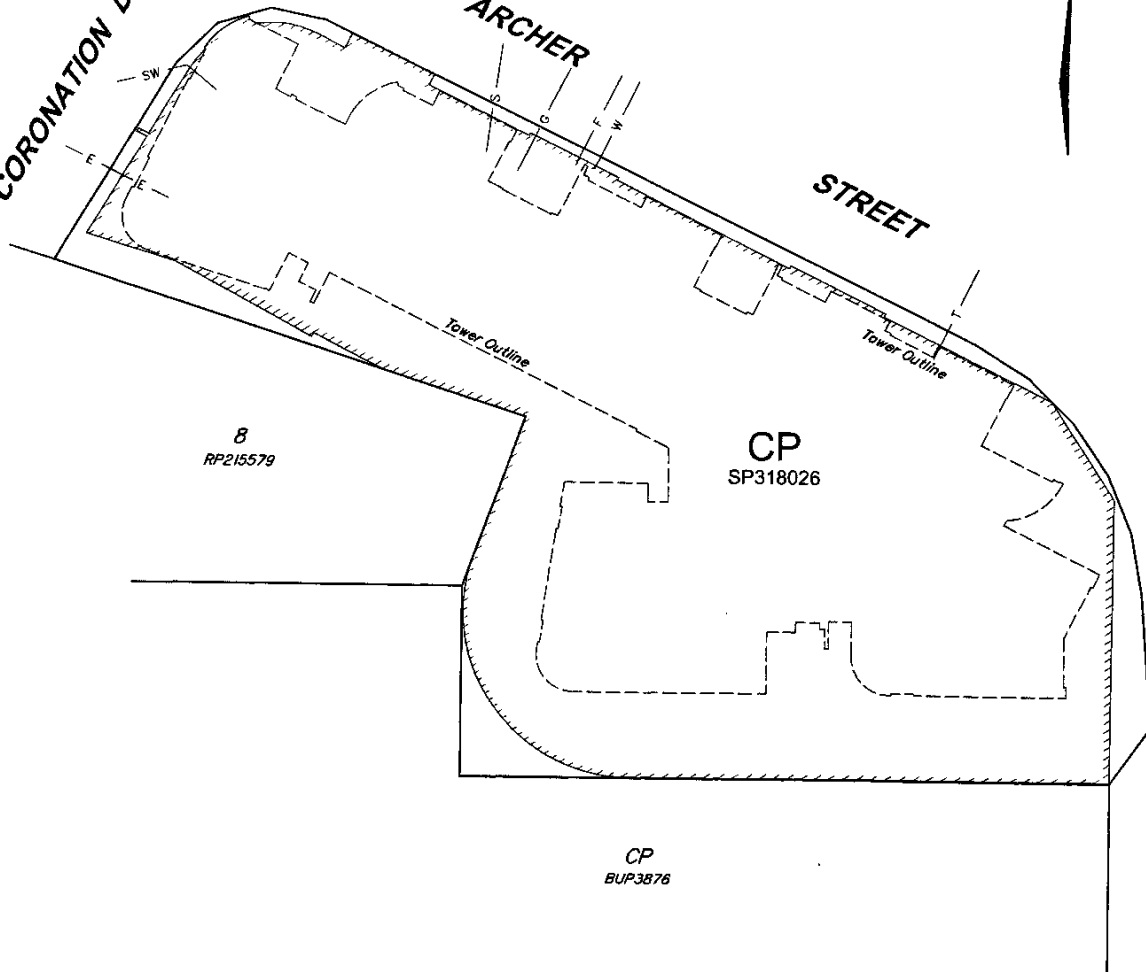
# "THE PATTERSON BY MOSAIC" CTS

CMS Sheet of  
33 46  
Plan Sheet of  
1 1

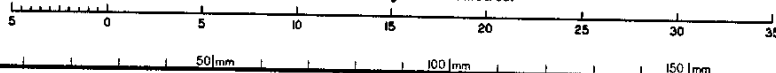
CORONATION DRIVE

ARCHER

STREET



Scale 1:250 - Lengths are in Metres.



## LEGEND

T	Telecommunications
W	Water
S	Sewerage
G	Gas
E	Electricity
SW	Stormwater / Roofwater
F	Fire Service

SERVICES LOCATION DIAGRAM IN  
COMMON PROPERTY ON SP318026  
"THE PATTERSON BY MOSAIC"  
CTS

LOCAL AUTHORITY BRISBANE CITY	
JOB NO. 19116	DWG FILE SP318026
	DATE 09-12-2022
HORIZONTAL DATUM SP318026	LOCALITY TOOWONG
SCALE @ A3 1:250	PLAN REF. 19116A3/09

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**SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS**

Lot on Plan	By-law 32 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A"	By-law 33 <u>Storage</u> Exclusive Use Area on Plan attached marked "A"
Lot 1 on SP 318026	47	
Lot 401 on SP 318026	29	
Lot 402 on SP 318026	28	
Lot 403 on SP 318026	8	
Lot 404 on SP 318026	6 & 7	
Lot 405 on SP 318026	21 & 22	
Lot 406 on SP 318026	30	
Lot 501 on SP 318026	49	
Lot 502 on SP 318026	3	
Lot 503 on SP 318026	4	
Lot 504 on SP 318026	51 & 52	
Lot 505 on SP 318026	53 & 54	
Lot 506 on SP 318026	55	
Lot 601 on SP 318026	85	
Lot 602 on SP 318026	86	
Lot 603 on SP 318026	87	
Lot 604 on SP 318026	69 & 70	
Lot 605 on SP 318026	71 & 72	
Lot 606 on SP 318026	88	
Lot 701 on SP 318026	5	
Lot 702 on SP 318026	56	
Lot 703 on SP 318026	31	
Lot 704 on SP 318026	25, 26 & 27	
Lot 705 on SP 318026	23 & 24	
Lot 706 on SP 318026	74	

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Lot on Plan	By-law 32 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A"	By-law 33 <u>Storage</u> Exclusive Use Area on Plan attached marked "A"
Lot 801 on SP 318026	59	
Lot 802 on SP 318026	62	
Lot 803 on SP 318026	95	
Lot 804 on SP 318026	91 & 92	
Lot 805 on SP 318026	63 & 64	
Lot 806 on SP 318026	90	
Lot 901 on SP 318026	89	
Lot 902 on SP 318026	98	
Lot 903 on SP 318026	1	
Lot 904 on SP 318026	45 & 46	
Lot 905 on SP 318026	48 & 50	
Lot 906 on SP 318026	32	
Lot 1001 on SP 318026	16 & 17	
Lot 1003 on SP 318026	20	
Lot 1004 on SP 318026	60 & 61	
Lot 1005 on SP 318026	57 & 58	
Lot 1006 on SP 318026	2	
Lot 1101 on SP 318026	99	
Lot 1102 on SP 318026	73	
Lot 1103 on SP 318026	11	
Lot 1104 on SP 318026	96 & 97	S5
Lot 1105 on SP 318026	93 & 94	S4
Lot 1106 on SP 318026	79	
Lot 1201 on SP 318026	15	
Lot 1202 on SP 318026	10	
Lot 1203 on SP 318026	9	

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Lot on Plan	By-law 32 <u>Car Parking</u> Exclusive Use Area on Plan attached marked "A"	By-law 33 <u>Storage</u> Exclusive Use Area on Plan attached marked "A"
Lot 1204 on SP 318026	65, 66, 67 & 68	
Lot 1206 on SP 318026	19	
Lot 1301 on SP 318026	12 & 13	
Lot 1303 on SP 318026	14	
Lot 1304 on SP 318026	81, 82, 83 & 84	
Lot 1306 on SP 318026	18	
Lot 1401 on SP 318026	75, 76 & 80	S2
Lot 1402 on SP 318026	33, 34 & 35	
Lot 1403 on SP 318026	36, 37 & 38	
Lot 1501 on SP 318026	77, 78 & 100	S3
Lot 1502 on SP 318026	42, 43. & 44	S1
Lot 1503 on SP 318026	39, 40 & 41	

Lot on Plan	By-law 34 <u>Outdoor Dining</u> Exclusive Use Area on Plan attached marked "A"	By-law 35 <u>Waste</u> Exclusive Use Area on Plan attached marked "A"	By-law 36 <u>Toilet</u> Exclusive Use Area on Plan attached marked "A"
Lot 1 on SP 318026	1OD	1R	1PWD