NEW COMMUNITY MANAGEMENT STATEMENT

Body Corporate and Community Management Act 1997

CMS Version 3 Page 1 of 15

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

> Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Alfocation of exclusive use areas

Name of community titles scheme

COMMERCIAL ON CAIRNS 37532

Regulation module

Commercial

Name of body corporate

Body Corporate for Commercial on Cairns CTS 37532

4.	Scheme land				
	Lot on Plan Description	County	Parish	Title Reference	
	Common Property of Commercial on Cairns CTS37532	Stanley	Mackenzie	50688406	
	Lots 1 to 8 on SP 204833	Stanley	Mackenzie	50688407 to 50688414	
	Lots 9 to 18 on SP 204841	Stanley	Mackenzie	50707941 to 50707950	
	Lots 20 to 33 on SP 213825	Stanley	Mackenzie	50726074 to 50726088	
	Lots 42 to 51 on SP 213847	Stanley	Mackenzie	50820840 to 50820849	
	Lots 19 and 52 on SP 230377	Stanley	Mackenzie	50905134 to 50905135	
	Lots 34 to 41 on SP 246832	Stanley	Mackenzie	to issue	

*Name and address of original owner

Not Applicable

first community management statement only

Reference to plan lodged with this statement SP 246832

Local Government community management statement notation

-Not applicable pursuant to s60(4)-Body-Corporate and Community-Management-Act-192

COUNCIL OF THE CITY OF LOGAN

.....name of Local Government

. name and designation

Execution by original owner/Consent of body cerporate COMMERCIAL ON CHRAS

THE

COMMON SEA Execution

owner to execute for a first community manager

Execution corporate to execute for a new community management statement

s... signed...

Privacy Statement

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Regulared 13.06.2013

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP204833	1	1
Lot 2 on SP204833	1	1
Lot 3 on SP204833	1	1
Lot 4 on SP204833	1	1
Lot 5 on SP204833	1	1
Lot 6 on SP204833	1	1
Lot 7 on SP204833	1	1
Lot 8 on SP204833	1	1
Lot 9 on SP204841	1	1
Lot 10 on SP204841	1	1
Lot 11 on SP204841	1	1
Lot 12 on SP204841	1	1
Lot 13 on SP204841	1	1
Lot 14 on SP204841	1	1
Lot 15 on SP204841	1	1
Lot 16 on SP204841	1	1
Lot 17 on SP204841	1	1
Lot 18 on SP204841	1	1
Lot 19 on SP 230377	1	1
Lot 20 on SP213825	1	1
Lot 21 on SP213825	1	1
Lot 22 on SP213825	1	1
Lot 23 on SP213825	1	1
Lot 24 on SP213825	1	1
Lot 25 on SP213825	1	1
Lot 26 on SP213825	1	1
Lot 27 on SP213825	1	1
Lot 28 on SP213825	1	1
Lot 29 on SP213825	1	1
Lot 30 on SP213825	1	1
Lot 31 on SP213825	1	1
Lot 32 on SP213825	1	1
Lot 33 on SP213825	1	1
Lot 34 on SP246832	1	1
Lot 35 on SP246832	1	1
Lot 36 on SP246832	1	1
Lot 37 on SP246832	1	1
Lot 38 on SP246832	1	1
Lot 39 on SP246832	1	1
Lot 40 on SP246832	1	1
Lot 41 on SP246832	1	1
Lot 42 on SP213847	1	1

Lot on Plan	Contribution	Interest
Lot 43 on SP213847	1	1
Lot 44 on SP213847	1	1
Lot 45 on SP213847	1	1
Lat 46 on SP213847	1	1
Lot 47 on SP213847	1	1
Lot 48 on SP213847	1	1
Lot 49 on SP213847	1	1
Lot 50 on SP213847	1	1
Lot 51 on SP213847	1	1
Lot 52 on SP230377	1	1
TOTALS	52	52

The contribution schedule lot entitlements for the scheme have been decided in accordance with the equality principle under s46(7) of the *Body Corporate and Community Management Act 1997*.

The interest schedule lot entitlements do not reflect the market values of the lots because the developer decided that the interest schedule lot entitlements should be equal.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. Section 66(1)(g) of the Body Corporate and Community Management Act 1997 is not applicable.

SCHEDULE C BY-LAWS

It was resolved that the By-Laws to the Act are hereby amended, added to and repealed in the following manner:

1. INTERPRETATION

1.1. Definitions

The following words have these meanings in these By-laws unless a contrary intention appears:

Body Corporate means the body corporate for the Scheme;

Building means the builds or any part of a building contained in the SP;

Committee means the Committee of the Body Corporate;

Common Property means the Common Property in the SP;

Lot means a lot in the SP;

Person means a person bound by these By-laws;

Proprietor means a proprietor of a Lot;

SP means the Survey Plan to establish a Scheme within the meaning of the Body Corporate and Community Management Act 1997;

Scheme means the Scheme established under the Body Corporate and Community Management act 1997 to which these By-laws apply, namely the Scheme known as Commercial on Cairns CTS 37532.

1.2. Interpretation

In these By-laws unless a contrary intention appears:

- (1) A reference to these By-laws includes any variation or replacement of them; and
- (2) A 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; and

- (3) The singular includes the plural and vice versa; and
- (4) The word Person include a firm, a body corporate, an unincorporated association or an authority; and
- (5) A reference to any thing is a reference to a whole and each party of it.

2. PROTECTION OF THE COMMON PROPERTY

2.1. Gardens and Plants

A Person must not damage any garden or damage or remove any plant or part of a plant on the Common Property.

2.2. Structures and Roadways

- (1) Subject to By-Law 2.2(2) and any law, a Person must not alter, damage or deface any structure that forms a part of the Common Property without the written consent of the Committee. A Person must not bring any vehicle onto the Common Property if the use of such vehicle will or may cause damage to any road or surface within the Common Property.
- (2) A proprietor or a Person authorised by the Proprietor may install any lock or other safety device for the protection of the Proprietor's Lot. Anything installed under this By-Law must not detract from the amenity of the Lot or the Building and must be installed in a workmanlike manner and maintained in good repair.

2.3. Rubbish and Spills

- (1) A Person must not deposit any rubbish, dirt, dust or other offensive material on the Common Property.
- (2) A Person must not allow any offensive, toxic, corrosive or other liquid (other than clean water) toxic gas, dust or particulate matter to escape from their Lot onto the Common Property. If any such escape takes place or is threatened a Person or Proprietor must immediately:
 - (a) Inform the Committee or any manager appointed to discharge the power of the Committee;
 - (b) Take all reasonable steps required to limit the effect of such discharge;
 - (c) Inform appropriate emergency services if such discharge will or may constitute a hazard or make such notifications as are required by applicable standards, regulations or law;
 - (d) The Committee or manager may take such steps as it sees fit to minimise the loss and damage occasioned by such spill or discharge and recover the cost of such remedial or precautionary action from the Owner of the Lot as a liquidated debt.

2.4. Aerials and transmission equipment

- (1) Subject to any law, Persons may not erect television or radio aerials or other communication receivers or transmission equipment on:
 - (a) The Common Property; or
 - (b) A Lot without the written consent of the Committee.
- (2) A Person must not erect, install or use any equipment on a Lot or the Common Property which will or may cause a radiation hazard, interference with other electronic equipment or nuisance to adjoining lots.

3. CONDUCT ON PARCEL

3.1 Obstruction

A Person must not obstruct lawful use of any part of the Common Property by another Person. Without limitation, a Person must not fence off, place items on or park vehicle (other than in a designated parking area in accordance with any parking policy from time to time) on the Common Property without the written consent of the Committee.

3.2 Noise

A Person must not make or allow any noise in a Lot or on the Common Property that would unreasonable interfere with the enjoyment by others of a Lot or the Common Property. If noise is unavoidable then the Person must take such reasonable steps as are required to minimise the noise Provided Always that such noise must not, at the boundary of a Lot be of such a level or pitch that it contravenes any law, regulation or safety standard.

3.3 Behaviour of Invitees

- A Person must:
 - (a) Ensure that Invitees comply with these By-Laws; and
 - (b) Compensate the Body Corporate for any damage that an Invitee causes to Common Property or personal property of the Body Corporate.
- (2) For the purpose of this Law, an Invitee includes a customer, person making a delivery to a Lot, salesperson visiting a Lot or any other person providing or receiving a product or service in relation to a Lot.

3.4 Notice of Accidents

The Person involved in an accident on Common Property must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances and results.

4. USE OF LOTS

4.1 Lawful Use

- (1) Lots may be used only for such purposes are lawful and within the zoning regulations applicable to the Scheme.
- (2) A Lot may not be used for any such lawful purpose if such use will necessarily entail a breach of any other provision of these By-Laws.
- (3) A Lot (other than a Manager's or Caretaker's unit, if any) may not be used for residential purposes or occupied other than in the ordinary course of business.

4.2 Signage and modifications

A Person must not hang anything, alter the exterior appearance of a Lot or display any sign or notice on any part of a Lot or Building so that it is visible from outside the Lot without the prior written consent of the Body Corporate. The Owner (or Tenant or Occupier as the case may be) must ensure that they obtain any necessary approvals or license relating to such signage from the Local Authority prior to the erection of any advertising signs. The Owner must renew such licenses and consents as required and is responsible for all fees, costs, certification and maintenance requirements relating to the sign, pylon or supporting structure (if any).

4.3 Structural Alterations

A Person must not make a structural alteration to a Lot without the written consent of the Body Corporate and any other approval required by law.

4.4 Maintenance of Lots

Lots must be kept clean, maintained in good order and condition and kept free of rubbish and vermin.

4.5 Flammable or Toxic Liquids

- (1) Persons must not store or use flammable or toxic liquids, gasses or other materials in their Lots or the Common Property:
 - (a) in a manner that contravenes any law, regulation or safety standard; or
 - (b) other than in the ordinary course of business and in quantities common for such business.
 - (c) Persons must not bring anything onto their Lots that may increase the cost of fire insurance for the Building or any other structure within the Scheme, or breach any laws about fire safety.
- (2) All facilities in Lots and the Common Property must be used properly and not for any purpose for which they were not designed. Taps must be turned off after use. The Proprietor of a Lot must pay for any damage to other Lots or the Common Property caused by the improper use of plumbing in the Lot. Hot water systems must be turned off if a Lot is to be unoccupied for a significant period.

4.6 Notice of Damage

The Body Corporate must be promptly notified of any damage to or detect in the water or gas pipes, electrical cables, service cables and other fixtures.

4.7 Windows Locked

Persons must ensure that windows in Lots are locked when nobody is in the Lot.

5. DESIGNATED AREAS

5.1 Storage Area

The Committee may:

- (a) designate any part of the Common Property to be used as a store room, shed, rubbish point or fenced area; and
- (b) determine rules (for security purposes only) under which Persons are given access to a store room;
- (c) the Committee may also allocate a manager's unit for the exclusive use of and occupation by a residential manager; their family and Invitees.

5.2 Restricted Access Areas

- (1) The Committee must ensure that any parts of the Common Property 'used for:
 - (a) electrical substations or control panels;
 - (b) fire service control panels;
 - (c) telephone exchanges; or
 - (d) other services to the Lots and Common Property are kept locked unless there is a legal requirement to the contrary. Persons may not enter or open such areas without the consent of the Committee.
- (2) The Committee may use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the authority of the Committee.

6. EXTERNAL APPEARANCE

The maintenance of all painted or treated, cladding, fascia or other visible external areas (including repainting and restoration when reasonably necessary) of the exterior of any Building within a Lot in the Scheme must be carried out by the Body Corporate. The costs and expenses of the Body Corporate will be paid from the Sinking Fund.

7. ANIMALS

Subject to any laws to the contrary, a person must not keep an animal on a Lot or the Common Property. Animals temporarily taken onto the Common Property must be on a leash. Persons must clean and remove any mess left on the Common property by animals under their control.

8. GARBAGE DISPOSAL

- (1) Unless the Body Corporate provides some other means of garbage disposal, a person must keep and maintain a receptacle for the 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 or the Committee for the purpose.
- (2) A Person must;
 - (a) comply with all local government laws about disposal of garbage; and
 - (b) ensure that the Occupier does not, in disposing or failing to dispose of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other lots.

9. ADDITIONAL STRUCTURES, ALTERATIONS AND IMPROVEMENTS

A Person must not, except with the consent in writing of the Body Corporate:

- (1) erect or cause to be erected any alterations or improvements to a Lot or to the Common Property; or
- (2) vary the colour scheme of a Lot from the original finishes to the Lot.

10. FENCING

The maintenance and replacement of all fencing on the Scheme Land must be carried out by the Body Corporate at its cost.

11. ROLLERSKATES, ETC

- (1) A person must not use or permit any visitor, licensee or invitees to use the driveway or pathways of a Lot or any part of the Common Property for the use of:
 - (a) scooters, tricycles and go-carts (motorised or otherwise);
 - (b) use of roller blades, skates, skateboards or similar articles of equipment.
- (2) This By-Law does not prohibit the responsible use of bicycles within those part of the Common Property designated by the Body Corporate from time to time for such use provided all laws, rules and requirements concerning the use of bicycles in public areas are fully complied with at all times.

12. PARKING OF TRAILERS AND THE LIKE

A Person must not park or place caravans, trailers, demountables, shipping containers, boats or boat trailers within the Common Property or on part of the Lot visible from the Common Property.

13. AIR CONDITIONERS

A Person must not install any components of an air conditioning system without the consent of the Body Corporate, which consent will not be unreasonably withheld. The Body Corporate will in considering any such application seek to minimise the visual or auditory impact of any air conditioning plant, but is not liable to any Person if such effects cannot be completely mitigated. The Body Corporate will not generally approve the installation of any air-conditioning plant that would be visible from outside the Lot.

14. PRIVATE ROADS AND OTHER COMMON PROPERTY

- (1) A Person must not:
 - (a) permit any Invitee's vehicles to be parked on any roadway forming part of the common area at any time. All invitees must park their vehicles in the designated parking bays or areas on the Common Property and must only use those areas for casual parking;
 - (b) permit any caravan, campervan or mobile home onto, over or throughout the Common Property or onto a Lot unless the same is housed in a garage and is not visible from any part of the Common Property.
- (2) The Committee may publish a parking and vehicle movement policy from time to time including such matters as (without limitation) the location in which, vehicles of designated classes may be parked, prohibiting certain classes of vehicle from the Scheme where such vehicles may cause damage to Common Property or loss of amenity to other Owners, limiting the duration of the parking in specified areas, temporarily or permanently closing or relocating designated parking areas or such other matters as the committee sees fit from time to time. A person must not contravene the Parking Policy as published from time to time.

15. KEEPING COMMON PROPERTY IN A STATE OF GOOD REPAIR

(1) The Body Corporate must ensure that the overall appearance of an improvements or other structures on the Common Property are maintained in a uniform manner and appearance, and will be responsible for the painting when reasonable necessary of all of the exterior parts or areas. The Body Corporate must also ensure that all gardens and lawns within the Common Property are maintained in a state of good repair and appearance subject to availability of water.

(2) The Body Corporate may delegate these functions to a caretaker and for this purpose may maintain or acquire such storage, workshop or residential facilities upon Common Property as the Committee may see fit.

16. ALTERATIONS TO LOTS AND COMMON PROPERTY

- (1) A Person must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind within or upon a Lot or on Common Property without the approval in writing of the Body Corporate.
- (2) Any alteration made to Common Property or fixtures or fittings attached to Common Property by any owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, must, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be property repaired and maintained by the owner of the Lot who made the alteration or attached the fixtures or fittings to the Common Property.

17. INSPECTION OF LOTS

- (1) Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect an Lot including the interior of any dwelling and to test any electrical, gas or water installations or equipment thereon and to trace and repair any leakages or defect or defective equipment at the cost and expense of the owner or occupier of the Lot concerned.
- (2) If not so permitted to inspect they may effect an entry without liability for any damage occasioned to the Lot or dwelling.
- (3) The Committee in exercising this power shall ensure that its servants, agents and contractors cause as little inconvenience to owners and occupiers of Lots as is reasonable in the circumstances.

18. OBSERVANCE OF THESE BY-LAWS BY OTHERS

The duties and obligations imposed by these By-laws on an owner or occupier of a Lot shall be observed not only by the owner or occupier of a Lot but by their tenants, servants, employees, agents, children, invitees and licensees. An owner or occupier of a Lot must take all reasonable steps to ensure that such people do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of occupier of another Lot or of any person lawfully using the Common Property.

19. CONTRACTORS

A person must not directly instruct any contractors (including the Scheme Caretaker or Service Contractor) or workmen employed by the Committee or the Body Corporate unless so authorised and all requests for consideration of any particular matter must be referred to the Committee's Representative, who shall then refer the matter to the Committee for determination.

20. NOTICES TO BE OBSERVED

A person must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any Statutory Authority.

21. BY-LAWS TO BE EXHIBITED

A copy of these By-laws (or a précis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

22. SERVICES & OTHER AGREEMENTS

The Body Corporate shall have the power by ordinary resolution at an Annual General Meeting or Extraordinary General Meeting of its members convened in accordance with the provisions of the Body Corporate and Community Management Act and Regulations to enter into agreements:

- (a) for the purchase of electricity;
- (b) for the maintenance of any security system on or crossing the Common Property;
- (c) for the management, maintenance and repair of the Common Property;

(d) for the Administration of the Body Corporatesuch agreements to be in a form acceptable to the Body Corporate.

23. DEVELOPER SALES

Despite any other By-Laws, the Original Owner may place any signs, a sales office or promotional material upon Common Property for the purpose of marketing the Scheme. This By-Law expires when the Original Owner is no longer a proprietor of a Lot in the Scheme. The Original Owner may also bring any construction equipment onto the Scheme and do all things reasonably required to undertake further states of the Development including removal or and activity that may damage the Common Property provided always that such removal or damage is rectified. The Committee may close or allocate parts of the Common Property for the use of construction only during such further stage development.

24. MISCELLANEOUS

24.1 Recovery of Body Corporate Levies and Legal Costs

If the Body Corporate takes legal action to recover levies then the Person against whom the legal action is taken must pay the Body Corporate legal costs and expenses on a solicitor and own client basis.

24.2 Recovery of Money Spent by Body Corporate

If a Proprietor or an Invitee of a Proprietor causes damage through a breach of these By-Laws and the Body Corporate spends money to make good that damage then the Proprietor must indemnify the Body Corporate for the amount spent. This obligation also applies to amounts that are payable by the Body Corporate but which have not yet been paid.

25. EXCLUSIVE USE AREAS

(1) Car Parking

Despite any other provision of these By-laws, no Motor Vehicle can be parked on the driveway of the Lot (which is Common Property) unless:-

- (a) there is a Motor Vehicle already parked in the garage of the Lot; and
- (b) this does not create an obstruction to the lawful use of the Common Property by any person.

(2) Manager's Lot

- (a) The Body Corporate may by resolution in compliance with the Act reserve a part of the Common Property for the exclusive use of an owner of a Lot or a contractor.
- (b) The Body Corporate will, so long as it is required, reserve a manager's unit for the exclusive use of the manager. This unit may be occupied by the manager, family and invitees,

(3) Cafe

- (a) The Original Owner is authorized to allocate the exclusive use of part of the Common Property (Cafe) to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading By-Law 25. The following conditions apply to such use:
 - the Area must only be used for the purpose referred to in Schedule E. However, if the
 Original Owner is the owner of the relevant Lot, it may be used for any lawful
 purpose;
 - (ii) the relevant Owner and Occupier are jointly and severally liable to keep the relevant Area clean and tidy and pay for any maintenance and operating costs related to it. Where any repairs are required to the Storage Area due to the use of it by the Owner or Occupier, they must pay for the cost of them. Subject to those obligations, the Body Corporate must carry out its duties in relation to the Area;
 - (iii) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents access at all reasonable times to the Area for any proper purpose;

(c) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this Bylaw, then the Body Corporate, and persons authorized by it may enter upon the Area for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory easements.

Each of the Lots and Common Property is affected by the following one or more easements:

- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 1150 of the 'and Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section II5P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115R of the Land Title Act 1994;
- (e) easement for maintenance of building close to boundary in accordance with, Section 115S of the Land Title Act 1994.

Lots affected by a statutory easement are identified in the Services Location Diagram annexed as Sketch 0456-S5.

CAR PARK CONSTRUCTION

The owner of lot 100 on SP 213847 is entitled:

- at its own cost and subject to compliance with all relevant laws and approvals to construct a car park on that part of the common property formerly described as lot 1 on SP 220347; and
- (2) in the course of construction of the carpark to:
 - (a) install construction fencing and hoardings on the common property as required to comply with the laws about construction safety; and
 - (b) pass over the common property (including its contractors, employees and consultants) with put without construction vehicles for all purposes in connection with construction of the carpark; and
 - (c) connect to utility infrastructure on the common property.

The Body Corporate will accept responsibility for maintenance of the car park following practical completion of construction.

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Not Applicable









