

# **Registration Confirmation** Statement

#### Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Lodger Code: EF 219

19200071 Title Reference: **Lodgement No:** 5754342 Office: E LODGE (EFT)

JG SETTLEMENTS PO BOX 8 PARADISE POINT QLD 4216

This is the current status of the title as at 13:51 on 27/04/2023

#### LAND DESCRIPTION

COMMON PROPERTY OF PARADISE TOWERS COMMUNITY TITLES SCHEME 14978

**COMMUNITY MANAGEMENT STATEMENT 14978** 

Local Government: GOLD COAST

#### **REGISTERED OWNER**

BODY CORPORATE FOR PARADISE TOWERS COMMUNITY TITLES **SCHEME 14978 CNR PACIFIC HIGHWAY & TRICKETT STREET** SURFERS PARADISE QLD 4217

### **EASEMENTS, ENCUMBRANCES AND INTERESTS**

- Rights and interests reserved to the Crown by Deed of Grant No. 10239056 (POR 30) Deed of Grant No. 12093093 (POR 30)
- 2. EASEMENT No 601248382 (D113757) 19/05/1964 BURDENING PART OF THE COMMON PROPERTY TO LOT 1 ON RP104008
- REQUEST FOR NEW CMS No 722271890 03/02/2023 at 15:58 3. New COMMUNITY MANAGEMENT STATEMENT 14978 STANDARD MODULE

### ADMINISTRATIVE ADVICES

NIL

## **UNREGISTERED DEALINGS**

Dealing **Type Lodgement Date** 

722275742 C BC ADDRESS 07/02/2023 13:38 UNREGISTERED DEALING

# **DEALINGS REGISTERED**

722271890 NEW CMS HOLT/212673R

Corrections have occurred - Refer to Historical Search

Caution - Charges do not necessarily appear in order of priority

\*\* End of Registration Confirmation Statement \*\*

Registrar of Titles and Registrar of Water Allocations

Email: titlesinfo@titlesgld.com.au / Phone: (07) 3497 3479

www.titlesqld.com.au

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**Duty Imprint** 

FORM 14 Version 4 Page 1 of 1

Dealing Number

OFFICE USE ONLY

**Privacy Statement** 

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2221840

1. Nature of request

Request to record new Community Management Statement for Paradise Towers Community Titles Scheme 14978 Lodger (Name, address, E-mail & phone number)

Lodger Code

HOH.

2. Lot on Plan Description

Common Property for Paradise Towers Community Titles Scheme 14978 Title Reference 19200071

3. Registered Proprietor/State Lessee

Body Corporate for Paradise Towers Community Titles Scheme 14978

4. Interest

Not Applicable

5. Applicant

Body Corporate for Paradise Towers Community Titles Scheme 14978

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule E of the existing Community Management be recorded as the Community Management Statement for Paradise Towers Community Titles Scheme 14978

7. Execution by applicant

2 , 2 , 2023. Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Solicitor

Richard Bruce Holt

QUEENSLAND TITLES REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

## **GENERAL REQUEST**

Duty Imprint

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722275742

aling Number

EL 451 \$39.22 07/02/2023 13:38:21 FICE USE ONLY

form is authorised by legislation and is used to maintain publicly searchable records. For more information see

1. Nature of request

the Department's website.

REQUEST TO RECORD CHANGE OF ADDRESS FOR PARADISE TOWERS COMMUNITY TITLE SCHEME 14978. Lodger (Name, address, E-mail & phone number)

Lodger Code

The (Nuu) Co Pty Ltd

PO Box 8205

Gold Coast Mail Centre QLD 9726

2. Lot on Plan Description

COMMON PROPERTY OF PARADISE TOWERS COMMUNITY TITLE SCHEME 14978.

Title Reference

721520582

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR PARADISE TOWERS COMMUNITY TITLE SCHEME 14978.

4. Interest

**NOT APPLICABLE** 

5. Applicant

BODY CORPORATE FOR PARADISE TOWERS COMMUNITY TITLE SCHEME 14978.

6. Request

I hereby request that: the address for service for Paradise Towers community title scheme 14978 be recorded as C/- The (Nuu) Co Pty Ltd, PO Box 8205, Gold Coast Mail Centre QLD 9726.

7. Execution by applicant

// 10/12023 Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Towa

MAREK ONDRUS

Gordon Smith Committee Member

# Title Reference [ 19200071 ]

# 4. Scheme land

Description of Lot	County	Parish	Title Reference
Common Property of Paradise Towers CTS 14978			19200071
Lots 1 – 9 (inclusive) in BUP 71	Ward	Gilston	13905051 - 13905059 (inclusive)
Lot 10 in BUP 71	Ward	Gilston	15496177
Lots 11 - 19 (inclusive) in BUP 71	Ward	Gilston	13905061 - 13905069 (inclusive)
Lot 20 in BUP 71	Ward	Gilston	14667204
Lots 21 – 28 (inclusive) in BUP 71	Ward	Gilston	13905071 - 13905078 (inclusive)
Lot 29 in BUP 71	Ward	Gilston	14537102
Lots 30 – 37 (inclusive) in BUP 71	Ward	Gilston	13905080 - 13905087 (inclusive)
Lot 38 in BUP 71	Ward	Gilston	50175661
Lots 39 44 (inclusive) in BUP 71	Ward	Gilston	13905089 - 13905094 (inclusive)
Lot 45 in BUP 71	Ward	Gilston	14689001
Lots 46 – 55 (inclusive) in BUP 71	Ward	Gilston	13905096 - 13905105 (inclusive)
Lot 56 in BUP 71	Ward	Gilston	15973064
Lot 57 – 61 (inclusive) in BUP 71	Ward	Gilston	13905107 – 13905111 (inclusive)
Lot 62 in BUP 71	Ward	Gilston	50541530
Lots 63 - 74 (inclusive) in BUP 71	Ward	Gilston	13905113 - 13905124 (inclusive)
Lot 75 in BUP 71	Ward	Gilston	15184156
Lots 76 – 85 (inclusive) in BUP 71	Ward	Gilston	13905126 – 13905135 (inclusive)
Lot 86 in BUP 71	Ward	Gilston	16005055
Lots 87 – 90 (inclusive) in BUP 71	Ward	Gilston	13905137 – 13905140 (inclusive)
Lot 91 in BUP 71	Ward	Gilston	15606151
Lots 92 - 116 (inclusive) in BUP 71	Ward	Gilston	13905142 – 13905166 (inclusive)
Lot 117 in BUP 71	Ward	Gilston	14919184
Lots 118 – 125 (inclusive) in BUP 71	Ward	Gilston	13905168 – 13905175 (inclusive)
Lot 126 in BUP 71	Ward	Gilston	17319100
Lots 127 – 132 (inclusive) in BUP 71	Ward	Gilston	13905177 – 13905182 (inclusive)
Lot 133 in BUP 71	Ward	Gilston	50370825
Lots 134 – 139 (inclusive) in BUP 71	Ward	Gilston	13905184 – 13905189 (inclusive)
Lot 140 in BUP 71	Ward	Gilston	16435164
Lots 141 – 142 (inclusive) in BUP 71	Ward	Gilston	13905191 - 13905192 (inclusive)

# SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in BUP 71	885	885
Lot 2 in BUP 71	750	750
Lot 3 in BUP 71	3140	3140
Lot 4 in BUP 71	360	360
Lot 5 in BUP 71	720	720
Lot 6 in BUP 71	680	680
Lot 7 in BUP 71	700	700
Lot 8 in BUP 71	600	600
Lot 9 in BUP 71	1200	1200
Lot 10 in BUP 71	900	900
Lot 11 in BUP 71	440	440
Lot 12 in BUP 71	500	500
Lot 13 in BUP 71	640	640
Lot 14 in BUP 71	300	300
Lot 15 in BUP 71	80	80
Lot 16 in BUP 71	80	80
Lot 17 in BUP 71	80	80
Lot 18 in BUP 71	80	80
Lot 19 in BUP 71	80	I .
Lot 20 in BUP 71	80	80
Lot 21 in BUP 71	80	80
Lot 22 in BUP 71	80	80
Lot 23 in BUP 71		80
Lot 24 in BUP 71	80	80
Lot 25 in BUP 71	80	80
Lot 26 in BUP 71	80	80
Lot 27 in BUP 71	80	80
Lot 28 in BUP 71	80	80
Lot 29 in BUP 71	80	80
Lot 30 in BUP 71	80	80
Lot 31 in BUP 71	80	80
Lot 32 in BUP 71	80	80
	940	940
Lot 33 in BUP 71	620	620
Lot 34 in BUP 71	630	630
Lot 35 in BUP 71	570	570
Lot 36 in BUP 71	570	570
Lot 37 in BUP 71	890	890
Lot 38 in BUP 71	590	590
Lot 39 in BUP 71	480	480
Lot 40 in BUP 71	570	570
Lot 41 in BUP 71	950	950
Lot 42 in BUP 71	590	590
Lot 43 in BUP 71	640	640
Lot 44 in BUP 71	620	620
Lot 45 in BUP 71	620	620
Lot 46 in BUP 71	900	900
Lot 47 in BUP 71	600	600
Lot 48 in BUP 71	490	490
Lot 49 in BUP 71	580	580
Lot 50 in BUP 71	960	960

Lot on Plan	Contribution	Interest
Lot 51 in BUP 71	600	600
Lot 52 in BUP 71	610	610
Lot 53 in BUP 71	630	630
Lot 54 in BUP 71	630	630
Lot 55 in BUP 71	950	950
Lot 56 in BUP 71	570	570
Lot 57 in BUP 71	500	500
Lot 58 in BUP 71	590	590
Lot 59 in BUP 71	970	970
Lot 60 in BUP 71	610	610
Lot 61 in BUP 71	660	660
Lot 62 in BUP 71	640	640
Lot 63 in BUP 71	600	600
Lot 64 in BUP 71	920	920
Lot 65 in BUP 71	620	620
Lot 66 in BUP 71	550	550
Lot 67 in BUP 71	600	600
Lot 68 in BUP 71	980	980
Lot 69 in BUP 71	660	660
Lot 70 in BUP 71	630	630
Lot 71 in BUP 71	610	610
Lot 72 in BUP 71	650	650
Lot 73 in BUP 71	970	
Lot 74 in BUP 71	590	970
Lot 75 in BUP 71	560	590
Lot 76 in BUP 71	610	560
Lot 77 in BUP 71	990	610
Lot 78 in BUP 71	670	990
Lot 79 in BUP 71		670
Lot 80 in BUP 71	640	640
Lot 81 in BUP 71	620	620
Lot 82 in BUP 71	660	660
Lot 83 in BUP 71	980	980
Lot 84 in BUP 71	600	600
Lot 85 in BUP 71	570	570
Lot 86 in BUP 71	580	580
Lot 87 in BUP 71	960	960
	680	680
Lot 88 in BUP 71	690	690
Lot 89 in BUP 71	670	670
Lot 90 in BUP 71	630	630
Lot 91 in BUP 71	990	990
Lot 92 in BUP 71	650	650
Lot 93 in BUP 71	540	540
Lot 94 in BUP 71	590	590
Lot 95 in BUP 71	970	970
Lot 96 in BUP 71	690	690
Lot 97 in BUP 71	660	660
Lot 98 in BUP 71	680	680
Lot 99 in BUP 71	680	680
Lot 100 in BUP 71	1000	1000
Lot 101 in BUP 71	620	620
Lot 102 in BUP 71	550	550
Lot 103 in BUP 71	600	600

Lot on Plan	Contribution	Interest
Lot 104 in BUP 71	1020	1020
Lot 105 in BUP 71	700	700
Lot 106 in BUP 71	710	710
Lot 107 in BUP 71	690	690
Lot 108 in BUP 71	690	690
Lot 109 in BUP 71	1010	1010
Lot 110 in BUP 71	630	630
Lot 111 in BUP 71	560	560
Lot 112 in BUP 71	610	610
Lot 113 in BUP 71	990	990
Lot 114 in BUP 71	710	710
Lot 115 in BUP 71	720	720
Lot 116 in BUP 71	700	700
Lot 117 in BUP 71	660	660
Lot 118 in BUP 71	1020	1020
Lot 119 in BUP 71	640	640
Lot 120 in BUP 71	570	570
Lot 121 in BUP 71	660	660
Lot 122 in BUP 71	1000	1000
Lot 123 in BUP 71	720	720
Lot 124 in BUP 71	690	690
Lot 125 in BUP 71	670	670
Lot 126 in BUP 71	710	710
Lot 127 in BUP 71	990	990
Lot 128 in BUP 71	650	650
Lot 129 in BUP 71	580	580
Lot 130 in BUP 71	670	670
Lot 131 in BUP 71	1010	1010
Lot 132 in BUP 71	690	690
Lot 133 in BUP 71	740	740
Lot 134 in BUP 71	680	680
Lot 135 in BUP 71	720	720
Lot 136 in BUP 71	1000	1000
Lot 137 in BUP 71	660	660
Lot 138 in BUP 71	630	630
Lot 139 in BUP 71	680	680
Lot 140 in BUP 71	2400	2400
Lot 141 in BUP 71	2400	2400
Lot 142 in BUP 71	2400	2400
TOTALS	96,635	96,635

# SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 57(1)(e) and (f) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C

**BY-LAWS** 

#### 1. NOISE

The occupier of a lot must not within the scheme land create any noise, including from video and computer games, television and stereo, likely to Interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using common property.

#### 2. VEHICLES

- 2.1 The occupier of a lot must not, without the Body Corporate's prior written approval, park a vehicle or allow a vehicle to stand on the common property, or permit an invitee to park a vehicle or allow a vehicle to stand on the common property.
- 2.2 Approval under By-Law 2.1 must state the period for which It Is given.
- 2.3 The Body Corporate may cancel an approval under By-Law 2.1 by giving seven (7) days written notice to the relevant occupier.
- Any vehicles parked or standing in any parking space by any person other than as provided for under By-Law 27.1 with respect to that particular parking space, shall be deemed to have parked without authority and such person is liable to have any such vehicle removed by the Body Corporate, the expenses of any such removal to be borne by the registered owner or user of the vehicle.
- Any vehicle parked on common property in an area not delegated for the use as a car park shall be deemed to be parked without authority, and the registered owner or user of such vehicle is liable to have that person's vehicle removed from the common property, the expenses of such removal to be borne by the registered owner or user of the vehicle.
- 2.6 The Body Corporate may direct Its authorised representative to permit parking in the available spaces identified as spare spaces on the plans attached and marked "B", and that priority shall be given to providing parking for occupiers of lots in the building and tradesmen providing services to lots in the building or to the Body Corporate.

#### 3. OBSTRUCTION

The occupier of a lot must not obstruct lawful use of common property by any person.

#### 4. COMMON PROPERTY

- 4.1 The occupier of a lot must not, without the Body Corporate's prior written approval or unless permitted by these By-Laws, alter the appearance of or damage any tree, shrub, plant or flower on the common property or use any part of the common property as a garden.
- 4.2 An approval under By-Law 4.1 must state the period for which it is given.
- The Body Corporate may cancel an approval under By-Law 4.1 by giving seven (7) days written notice to the relevant occupier.
- 4.4 Persons are not permitted to ride pushbikes, skateboards, skates, rollerblades or the like on any part of the common property.

## 5. DAMAGE TO COMMON PROPERTY

- 5.1 The occupier of a lot must not, without the Body Corporate's prior written approval, mark, paint, drive nails, screws or any objects Into, or otherwise damage or deface a structure that forms part of the common property.
- 5.2 However, an occupier may Install a locking or safety device to a door or window to protect the lot against intruders.
- 5. 3 The occupier of the lot must keep a device installed under By-Law 5.2 In good order and repair.

#### 6. INVITEES

- 6.1 The occupier of a lot must take all reasonable steps to ensure that invitees do not behave in a way likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using common property.
- 6.2 Duties and obligations Imposed by these By-Laws on the occupier of a lot must be observed to the same extent by all Invitees of that occupier.

#### 7. LITTER

- 7.1 The occupier of a lot must not deposit or permit or suffer to be deposited upon the common property any paper, rubbish, refuse, dirt, dust, cigarette butts or other substance whatsoever likely to Interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property.
- 7.2 The occupier of a lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of, doors, windows, balconies or from any other part of a lot, or from the roof, stairways, or passageways of the building.

## 8. APPEARANCE OF LOT

The occupier of a lot must not, without the Body Corporate's prior written approval:

- (a) make a change to the external appearance of the lot;
- (b) hang any article (Including washing and bedding) if the article Is visible from another lot or from any part of the common property or from outside the scheme land;
- (c) display any article (including signs, advertisements, placards, banners, pamphlets and the like) If the article is visible from another lot or from any part of the common property, or from outside the scheme land;
- (c) erect any external blinds or awnings; or
- (e) erect, renovate or replace curtains, blinds, or window or door coverings (including tinting) If It is visible from another lot or from any part of the common property, or from outside the scheme land.

#### 9. DANGEROUS GOODS

- 9.1 The occupier of a lot must not, without the Body Corporate's prior written approval, store any flammable substance on the common property.
- 9.2 The occupier of a lot must not, without the Body Corporate's prior written approval, store any flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 9.3 However, this By-Law does not apply to the storage of fuel in the fuel tank of a vehicle, boat or internal combustion engine or a tank kept on a vehicle or boat in which the fuel is stored under the requirements of all laws and/or Regulations relating to the storage of flammable liquid.
- 9.4 The occupier of a lot must not bring to, do or keep anything In his lot or upon common property which may be contrary to the terms of any insurance policy or increase the rate of insurance premiums over improvements on scheme land, or which may conflict with the laws and/or regulations relating to fire safety, or which may be contrary to the regulations or ordinances of any public authority for the time being in force.

## 10. WASTE DISPOSAL

- 10.1 Unless the Body Corporate provides some other way of waste disposal, the occupier of a lot must keep a receptacle for waste in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the Body Corporate for that purpose.
- 10.2 Waste disposal bins must be placed only where approved by the Body Corporate, and incinerators and

waste disposal bins must be used only for the purpose for which they are provided.

- 10.3 Empty bottles, boxes, used containers and similar items must be stored tidily and, so far as possible, out of sight.
- 10.4 The occupier of a lot must comply with all government local laws about the disposal of waste and in disposing of waste must ensure the health, hygiene and comfort of the occupiers of other lots Is not adversely affected.

#### 11. KEEPING OF ANIMALS

- Subject to the Act, the occupier of a lot must not bring or keep an animal, or permit an animal to be kept or brought, on the lot or upon the common property.
- 11.2 Notwithstanding By-Law 11.1, an occupier who has been permitted to keep an animal on a lot before the date of first approval of that By-Law may keep that animal upon the lot until the death of that particular animal.

#### 12. USE OF LOTS

- 12.1 Each lot in the build Ing must be used for the following purposes:
  - (a) lots 1 -14- commercial;
  - (b) lots 15- 31 car parking; and
  - (d) lots 31 -142 residential.
- 12.2 The owners, their lessees and/or assigns from time to time of Lots 1 to 14 (inclusive) who may wish to establish a new business to operate, or change in any manner the existing business, In any such lots must obtain the approval in writing of the Body Corporate which approval may not be unreasonably withheld In respect of any use which is of a standard compatible with the use of the remaining residential lots and the complex as a whole and complies with the town planning requirements of the local government
- 12.3 The occupier of a lot must not use or permit any lot of which he Is an occupier to be used for any purpose which may be Illegal or Injurious to the reputation of the building.

#### 13. AERIALS

Outside wireless and television aerials and satellite dishes (or similar devices) must not be erected.

#### 14. STRUCTURAL ALTERATIONS

Structural alteration (including alteration to water or electrical installations, or enclosing a balcony, or installing an air conditioning system) must not be made to any lot without the Body Corporate's prior written approval.

# 15. REPLACEMENT OF GLASS

Glass, windows and other lustrous materials pertaining to a lot must be kept clean by the occupier of that lot and if cracked or broken must be promptly replaced by the occupier of the lot at his expense with new material of the same kind and weight as the material required to be replaced.

#### 16. CONSERVATION OF WATER

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

# 17. USE OF APPURTENANCES

17.1 Water closet conveniences and other water apparatus (including waste pipes and drains) must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances must be deposited therein.

Any costs or expenses resulting from damage or blockage to such water closet conveniences and other water apparatus (including waste pipes and drains) resulting from misuse or negligence of an occupier or his invitees must be borne by the owner of that lot whether the same is caused by his own actions or those of his occupier or his Invitees or the invitees of his occupier.

#### 18. NOTICES TO BE GIVEN

- 18.1 The occupier of a lot must give to the Body Corporate or building manager, caretaker or supervisor (if there is one) prompt notice of any accident or defect in the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge.
- 18.2. The occupier of a lot must give to the Body Corporate or building manager, caretaker or supervisor (if there is one) immediate written notice thereof and any other information which may be required relative thereto if any infectious disease which may require notification by virtue of any statute, regulation or ordinances happens in that lot and must immediately disinfect the lot or replace any articles or things the destruction of which may be rendered necessary by such Infectious disease.

#### 19. VERMIN

The occupier of a lot must keep that lot clean and take all practicable steps to prevent infestation by vermin and/or insect's.

### 20. AUCTION SALES

The occupier of a lot must not permit any auction sale to be conducted or to take place upon any lot or the common property without the Body Corporate's prior written approval.

# 21. LOCKING OF DOORS AND WINDOWS

The occupier of a lot must ensure all doors and windows of his lot are securely fastened on all occasions when the lot is left unoccupied.

#### 22. DISPLAY BY-LAWS

A copy of these By-Laws (or a summary approved by the Body Corporate) must be exhibited in a prominent place in every lot made available for letting.

## 23. RULES ABOUT USE OF COMMON PROPERTY

The Committee may from time to time make rules relating to use of common property and assets of the Body Corporate (in particular about lifts, common toilets and swimming pool) that are not inconsistent with these By-Laws and those rules must be observed by the occupiers of lots and their invitees unless the rules are revoked by resolution made at a general meeting of Body Corporate members.

### 24. USE OF AMENITIES

The outdoor swimming pool must not be used other than the posted allocated hours each day.

# 25. RECOVERY OF MONEY FROM OWNERS

- 25.1 The owner of a lot must pay on demand all costs and expenses (including payments to third parties and reasonable administration charges) incurred by the Body Corporate in carrying out maintenance or repair that is the responsibility of the occupier of that lot to have carried out and such costs and expenses are deemed to be a liquidated debt due to the Body Corporate.
- 25.2 The owner of a lot must pay on demand all costs and expenses (including solicitor and own client costs and management or administration costs) incurred by the Body Corporate of and incidental to any demand, action or proceeding taken against that owner to recover monies owing to the Body Corporate pursuant to the Act or these By-Laws and such costs and expenses are deemed to be a liquidated debt due to the Body Corporate.

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25.3 Where the Body Corporate expends money to make good damage caused by a breach of the Act or these By-Laws by an owner or occupier of a lot (or the invitees of that owner or occupier), or where the owner of a lot Is In any other way indebted to the Body Corporate, the Body Corporate shall be entitled to recover such money or debt from the owner of the lot at the time the breach occurred, or the debt was Incurred, by action In any Court of competent jurisdiction.

#### 26. NOTICES

Occupiers of lots must observe the terms of any notice displayed in lifts or anywhere on common property by or on behalf of a statutory authority or by the Committee.

#### 27. EXCLUSIVE USE AREAS

The owner from time to time of each lot Identified in Schedule E shall be entitled to the exclusive use for himself and the occupiers of his lot for the time being to use for the parking of motor vehicles the parking spaces as identified In Schedule E and on the attached sketch plans marked "A" and "B".

# 28. CONDITIONS ATTACHING TO EXCLUSIVE USE

The occupier of each car space to which he is entitled to exclusive use of under By-Law 27 must:

- (a) Unless otherwise permitted in writing by the Body Corporate, use such car space for the purpose only of parking a registered motor vehicle and must not use same for the storage of boxes, cartons or any other ltems.
- (b) Keep such car space in a clean and tidy condition and, in particular free from any oil spills and/or leakages, and not permit any hazardous or dangerous or deleterious substance to accumulate therein.
- (c) Remove immediately any oil spills and/or leakages, failing which the Body Corporate may remove same at the cost of the owner of that unit.

### 29. COMMITTEE

Unless prohibited by the Ad or these By-Laws, the Committee may exercise all duties, powers and functions of the Body Corporate and may give all permissions and notices prescribed in these By-Laws.

#### 30. INTERPRETATION

- 30.1 For the purpose of these By-Laws, words Importing any number or gender or person include any other Number or gender or person whether natural or otherwise
- 30.2 In these By-Laws, except where inconsistent with the context or contrary to the Act, the following terms have the following meanings:

"Act" means the Body Corporate and Community Management Act 1997 as amended from time to time and includes all regulations and regulation modules pertaining thereto.

"Body Corporate" means the Body Corporate for Paradise Towers community title8 scheme 14978 as constituted by the Act.

"Building" means the residential units building and all appurtenances thereto standing on or forming part of the scheme land

"Committee" means the Committee of the Body Corporate chosen or appointed from time to time in a way prescribed by the Regulation Module.

"common property" has the same meaning ascribed to those words by the Act.

"invitee" means the guest, servant, employee, contractor, licensee of an occupier of a lot or any other person permitted by an occupier of a lot to enter upon scheme land, and includes children.

"lot" has the same meaning ascribed to that word by the Act, and includes any resubdivision or amalgamation of a lot.

"occupier" means, unless the context Indicates otherwise, the person in lawful occupation of a lot from time to time, whether that person is the owner or tenant of that lot.

"owner" means the person recorded as owner of a lot on the roll that the Body Corporate Is required by the Act to maintain.

"Regulation Module" means the regulation module identified in Item 2 of the Community Management Statement d which these By-Laws form part.

"scheme land" means the parcel defined in Building Units Plan 71 and, where the context permits, includes all lots and Improvements thereon.

# **SCHEDULE D**

# OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not Applicable

## **SCHEDULE E**

# DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Exclusive use - car spaces

## Lots affected:

Lot	Exclusive Area
Lot 11 in BUP 71	Area 17 on Sketch A
Lot 13 in BUP 71	Area 18 on Sketch A
Lot 20 in BUP 71	Area 14 on Sketch A
Lot 32 in BUP 71	Area 33 on Sketch B
Lot 33 in BUP 71	Area 34 on Sketch B
Lot 34 in BUP 71	Area 46 on Sketch B
Lot 38 in BUP 71	Area 24 on Sketch B
Lot 40 in BUP 71	Area 31 on Sketch B
Lot 41 in BUP 71	NIL
Lot 43 in BUP 71	Area 50 on Sketch B
Lot 44 in BUP 71	Area 44 on Sketch B
Lot 45 in BUP 71	Area 40 on Sketch B
Lot 47 in BUP 71	Area 21 on Sketch B
Lot 49 in BUP 71	Area 35 on Sketch B
Lot 50 in BUP 71	Area 47 on Sketch B
Lot 53 in BUP 71	Area 51 on Sketch B
Lot 54 in BUP 71	NIL
Lot 55 in BUP 71	Areas 45, 59 & 60 on Sketch B
Lot 58 in BUP 71	Area 37 on Sketch B
Lot 59 in BUP 71	NIL NIL
Lot 61 in BUP 71	Area 54 on Sketch B
Lot 62 in BUP 71	Area 6 on Sketch A
Lot 65 in BUP 71	Area 13 on Sketch A
Lot 66 in BUP 71	Area 38 on Sketch B
Lot 67 in BUP 71	NL NL
Lot 68 in BUP 71	Area 11 on Sketch A
Lot 69 in BUP 71	NIL NIL
Lot 72 in BUP 71	NL
Lot 73 in BUP 71	Area 57 on Sketch B
Lot 75 in BUP 71	Area 36 on Sketch B
Lot 76 in BUP 71	Area 30 on Sketch B
Lot 77 in BUP 71	Area 39 on Sketch B
Lot 78 in BUP 71	Area 28 on Sketch B
Lot 81 in BUP 71	Area 7 on Sketch A
Lot 82 in BUP 71	Area 52 on Sketch B
Lot 84 in BUP 71	Area 29 on Sketch B
Lot 86 in BUP 71	Area 25 on Sketch B
Lot 87 in BUP 71	Area 62 on Sketch B
Lot 88 in BUP 71	Area 16 on Sketch A
Lot 89 in BUP 71	Area 56 on Sketch B
Lot 90 in BUP 71	NIL NIL

Lot	Exclusive Area
Lot 91 in BUP 71	Area 19 on Sketch B
Lot 92 in BUP 71	Area 61 on Sketch B
Lot 96 in BUP 71	Area 8 on Sketch A
Lot 98 in BUP 71	Area 55 on Sketch B
Lot 99 in BUP 71	Area 1 on Sketch A
Lot 100 in BUP 71	Area 20 on Sketch B
Lot 104 in BUP 71	Area 58 on Sketch B
Lot 106 in BUP 71	Area 27 on Sketch B
Lot 107 in BUP 71	Area 23 on Sketch B
Lot 108 in BUP 71	Area 2 & 12 on Sketch A
Lot 109 in BUP 71	Area 53 on Sketch B
Lot 110 in BUP 71	Area 49 on Sketch B
Lot 114 in BUP 71	Area 9 on Sketch A
Lot 115 in BUP 71	Area 22 on Sketch B
Lot 116 in BUP 71	Area 26 on Sketch B
Lot 118 in BUP 71	Area 48 on Sketch B
Lot 121 in BUP 71	Area 41 on Sketch B
Lot 123 in BUP 71	Area 4 on Sketch A
Lot 126 in BUP 71	Area 10 on Sketch A
Lot 130 in BUP 71	Area 42 on Sketch B
Lot 133 in BUP 71	Area 3 on Sketch A
Lot 135 in BUP 71	Area 5 on Sketch A
Lot 138 in BUP 71	Area 32 on Sketch B
Lot 139 in BUP 71	Area 43 on Sketch B
Lot 141 in BUP 71	Area 15 on Sketch A









