QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

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

Duty Imprint

FORM 14 Version 4 Page 1 of 1

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the Department's website.

1. Nature of request

Request to record New Community Management Statement for Sierra Grand Community Titles Scheme 38268 **Lodger**(Name, address, E-mail & phone number)
O'KEEFE MAHONEY BENNETT

Lodger Code BE 3395

SOLICITORS PO BOX 454

SOUTHPORT QLD 4215

PH: (07) 55550000

2. Lot on Plan Description

Common Property for Sierra Grand

Community Titles Scheme 38268

County Ward Parish Gilston

Title Reference 50713205

3. Registered Proprietor/State Lessee

Body Corporate for Sierra Grand Community Titles Scheme 38268

4. Interest

Fee Simple

5. Applicant

Body Corporate for Sierra Grand Community Titles Scheme 38268

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E – Plan B be recorded as the Community Management Statement for Sierra Grand Community Titles Scheme 38268.

7. Execution by applicant

\8/\0/2024 execution Date

Execution Date Jøliette Elizabeth Nairn, Śolicitor

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

NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 4 Page 1 of 44

Body Corporate and Community Management Act 1997

38268

WITH:

ŁQUEST; AND

A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES)

A NEW CMS MUST BE LODGED WITHIN THREE MONTHS OF THE DATE Schedule B - Explanation of development of scheme land 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 C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

Name of community titles scheme

Sierra Grand Community Titles Scheme 38268

2. Regulation module

Accommodation Module

Name of Body Corporate

Body Corporate for Sierra Grand Community Titles Scheme 38268

Scheme land

Lot on Plan Description *See Enlarged Panel*

County

Parish

Title Reference

Name and address of original Owner

Not Applicable

Reference to plan lodged with this statement Not Applicable

first community management statement only

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

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

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

Execution by original Owner/Consent of Body Corporate



14 /10/2024 **Execution Date**

14 / 10/2024 **Execution Date**

Chris Pascoe Treasurer

Chairperson/Secretary Frank Miller Chailperion

Committee Member Scott McQuie I Commillee Hember

*Original Owner to execute for a first community management statement *Body Corporate to execute for a new community management statement

Privacy Statement

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ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Sierra Grand Community Titles Scheme 38268	Ward	Gilston	50713205
Lot 201 on SP 182337	Ward	Gilston	50713206
Lot 301 on SP 182337	Ward	Gilston	50713207
Lot 302 on SP 182337	Ward	Gilston	50713208
Lot 303 on SP 182337	Ward	Gilston	50713209
Lot 304 on SP 182337	Ward	Gilston	50713210
Lot 305 on SP 182337	Ward	Gilston	50713211
Lot 306 on SP 182337	Ward	Gilston	50713212
Lot 401 on SP 182337	Ward	Gilston	50713213
Lot 402 on SP 182337	Ward	Gilston	50713214
Lot 403 on SP 182337	Ward	Gilston	50713215
Lot 404 on SP 182337	Ward	Gilston	50713216
Lot 405 on SP 182337	Ward	Gilston	50713217
Lot 406 on SP 182337	Ward	Gilston	50713218
Lot 501 on SP 182337	Ward	Gilston	50713219
Lot 502 on SP 182337	Ward	Gilston	50713220
Lot 503 on SP 182337	Ward	Gilston	50713221
Lot 504 on SP 182337	Ward	Gilston	50713222
Lot 505 on SP 182337	Ward	Gilston	50713223
Lot 506 on SP 182337	Ward	Gilston	50713224
Lot 601 on SP 182337	Ward	Gilston	50713225
Lot 602 on SP 182337	Ward	Gilston	50713226
Lot 603 on SP 182337	Ward	Gilston	50713227
Lot 604 on SP 182337	Ward	Gilston	50713228
Lot 605 on SP 182337	Ward	Gilston	50713229
Lot 606 on SP 182337	Ward	Gilston	50713230
Lot 607 on SP 182337	Ward	Gilston	50713231
Lot 608 on SP 182337	Ward	Gilston	50713232
Lot 609 on SP 182337	Ward	Gilston	50713233
Lot 610 on SP 182337	Ward	Gilston	50713234
Lot 701 on SP 182337	Ward	Gilston	50713235
Lot 702 on SP 182337	Ward	Gilston	50713236
Lot 703 on SP 182337	Ward	Gilston	50713237
Lot 704 on SP 182337	Ward	Gilston	50713238
Lot 705 on SP 182337	Ward	Gilston	50713239
Lot 706 on SP 182337	Ward	Gilston	50713240
Lot 707 on SP 182337	Ward	Gilston	50713241
Lot 708 on SP 182337	Ward	Gilston	50713242
Lot 709 on SP 182337	Ward	Gilston	50713243

Lot 710 on SP 182337	Ward	Gilston	50713244
Lot 801 on SP 182337	Ward	Gilston	50713245
Lot 802 on SP 182337	Ward	Gilston	50713246
Lot 803 on SP 182337	Ward	Gilston	50713247
Lot 804 on SP 182337	Ward	Gilston	50713248
Lot 805 on SP 182337	Ward	Gilston	50713249
Lot 806 on SP 182337	Ward	Gilston	50713250
Lot 807 on SP 182337	Ward	Gilston	50713251
Lot 808 on SP 182337	Ward	Gilston	50713252
Lot 809 on SP 182337	Ward	Gilston	50713253
Lot 810 on SP 182337	Ward	Gilston	50713254
Lot 901 on SP 182337	Ward	Gilston	50713255
Lot 902 on SP 182337	Ward	Gilston	50713256
Lot 903 on SP 182337	Ward	Gilston	50713257
Lot 904 on SP 182337	Ward	Gilston	50713258
Lot 905 on SP 182337	Ward	Gilston	50713259
Lot 906 on SP 182337	Ward	Gilston	50713260
Lot 907 on SP 182337	Ward	Gilston	50713261
Lot 908 on SP 182337	Ward	Gilston	50713262
Lot 909 on SP 182337	Ward	Gilston	50713263
Lot 910 on SP 182337	Ward	Gilston	50713264
Lot 1001 on SP 182337	Ward	Gilston	50713265
Lot 1002 on SP 182337	Ward	Gilston	50713266
Lot 1003 on SP 182337	Ward	Gilston	50713267
Lot 1004 on SP 182337	Ward	Gilston	50713268
Lot 1005 on SP 182337	Ward	Gilston	50713269
Lot 1006 on SP 182337	Ward	Gilston	50713270
Lot 1007 on SP 182337	Ward	Gilston	50713271
Lot 1008 on SP 182337	Ward	Gilston	50713272
Lot 1009 on SP 182337	Ward	Gilston	50713273
Lot 1010 on SP 182337	Ward	Gilston	50713274
Lot 1101 on SP 182337	Ward	Gilston	50713275
Lot 1102 on SP 182337	Ward	Gilston	50713276
Lot 1103 on SP 182337	Ward	Gilston	50713277
Lot 1104 on SP 182337	Ward	Gilston	50713278
Lot 1105 on SP 182337	Ward	Gilston	50713279
Lot 1106 on SP 182337	Ward	Gilston	.50713280
Lot 1107 on SP 182337	Ward	Gilston	50713281
Lot 1108 on SP 182337	Ward	Gilston	50713282
Lot 1109 on SP 182337	Ward	Gilston	50713283
Lot 1110 on SP 182337	Ward	Gilston	50713284
Lot 1201 on SP 182337	Ward	Gilston	50713285
Lot 1202 on SP 182337	Ward	Gilston	50713286
Lot 1203 on SP 182337	Ward	Gilston	50713287
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Lot 1204 on SP 182337	Ward	Gilston	50713288
Lot 1205 on SP 182337	Ward	Gilston	50713289
Lot 1206 on SP 182337	Ward	Gilston	50713290
Lot 1207 on SP 182337	Ward	Gilston	50713291
Lot 1208 on SP 182337	Ward	Gilston	50713292
Lot 1209 on SP 182337	Ward	Gilston	50713293
Lot 1210 on SP 182337	Ward	Gilston	50713294
Lot 1301 on SP 182337	Ward	Gilston	50713295
Lot 1302 on SP 182337	Ward	Gilston	50713296
Lot 1303 on SP 182337	Ward	Gilston	50713297
Lot 1304 on SP 182337	Ward	Gilston	50713298
Lot 1305 on SP 182337	Ward	Gilston	50713299
Lot 1306 on SP 182337	Ward	Gilston	50713300
Lot 1307 on SP 182337	Ward	Gilston	50713301
Lot 1308 on SP 182337	Ward	Gilston	50713302
Lot 1309 on SP 182337	Ward	Gilston	50713303
Lot 1310 on SP 182337	Ward	Gilston	
Lot 1401 on SP 182337	Ward	Gilston	50713304
Lot 1402 on SP 182337	Ward		50713305
Lot 1403 on SP 182337	Ward	Gilston	50713306
Lot 1404 on SP 182337		Gilston	50713307
Lot 1405 on SP 182337	Ward	Gilston	50713308
Lot 1406 on SP 182337	Ward	Gilston	50713309
	Ward	Gilston	50713310
Lot 1407 on SP 182337	Ward	Gilston	50713311
Lot 1408 on SP 182337	Ward	Gilston	50713312
Lot 1409 on SP 182337 Lot 1410 on SP 182337	Ward	Gilston	50713313
T	Ward	Gilston	50713314
Lot 1501 on SP 182337	Ward	Gilston	50713315
Lot 1502 on SP 182337	Ward	Gilston	50713316
Lot 1503 on SP 182337	Ward	Gilston	50713317
Lot 1504 on SP 182337	Ward	Gilston	50713318
Lot 1505 on SP 182337	Ward	Gilston	50713319
Lot 1506 on SP 182337	Ward	Gilston	50713320
Lot 1507 on SP 182337	Ward	Gilston	50713321
Lot 1508 on SP 182337	Ward	Gilston	50713322
Lot 1509 on SP 182337	Ward	Gilston	50713323
Lot 1510 on SP 182337	Ward	Gilston	50713324
Lot 1601 on SP 182337	Ward	Gilston	50713325
Lot 1602 on SP 182337	Ward	Gilston	50713326
Lot 1603 on SP 182337	Ward	Gilston	50713327
Lot 1604 on SP 182337	Ward	Gilston	50713328
Lot 1605 on SP 182337	Ward	Gilston	50713329
Lot 1606 on SP 182337	Ward	Gilston	50713330
Lot 1607 on SP 182337	Ward	Gilston	50713331

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Lot 1608 on SP 182337	Ward	Gilston	50713332
Lot 1609 on SP 182337	Ward	Gilston	50713333
Lot 1610 on SP 182337	Ward	Gilston	50713334
Lot 1701 on SP 182337	Ward	Gilston	50713335
Lot 1702 on SP 182337	Ward	Gilston	50713336
Lot 1703 on SP 182337	Ward	Gilston	50713337
Lot 1704 on SP 182337	Ward	Gilston	50713338
Lot 1705 on SP 182337	Ward	Gilston	50713339
Lot 1706 on SP 182337	Ward	Gilston	50713340
Lot 1707 on SP 182337	Ward	Gilston	50713341
Lot 1708 on SP 182337	Ward	Gilston	50713342
Lot 1709 on SP 182337	Ward	Gilston	50713343
Lot 1710 on SP 182337	Ward	Gilston	50713344
Lot 1801 on SP 182337	Ward	Gilston	50713345
Lot 1802 on SP 182337	Ward	Gilston	50713346
Lot 1803 on SP 182337	Ward	Gilston	50713347
Lot 1804 on SP 182337	Ward	Gilston	50713348
Lot 1805 on SP 182337	Ward	Gilston	50713349
Lot 1806 on SP 182337	Ward	Gilston	50713350
Lot 1807 on SP 182337	Ward	Gilston	50713351
Lot 1808 on SP 182337	Ward	Gilston	50713352
Lot 1809 on SP 182337	Ward	Gilston	50713353
Lot 1810 on SP 182337	Ward	Gilston	50713354
Lot 1901 on SP 182337	Ward	Gilston	50713355
Lot 1902 on SP 182337	Ward	Gilston	50713356
Lot 1903 on SP 182337	Ward	Gilston	50713357
Lot 1904 on SP 182337	Ward	Gilston	50713358
Lot 1905 on SP 182337	Ward	Gilston	50713359
Lot 1906 on SP 182337	Ward	Gilston	50713360
Lot 1907 on SP 182337	Ward	Gilston	50713361
Lot 1908 on SP 182337	Ward	Gilston	50713362
Lot 1909 on SP 182337	Ward	Gilston	50713363
Lot 1910 on SP 182337	Ward	Gilston	50713364
Lot 2001 on SP 182337	Ward	Gilston	50713365
Lot 2002 on SP 182337	Ward	Gilston	50713366
Lot 2003 on SP 182337	Ward	Gilston	50713367
Lot 2004 on SP 182337	Ward	Gilston	50713368
Lot 2005 on SP 182337	Ward	Gilston	50713369
Lot 2006 on SP 182337	Ward	Gilston	50713370
Lot 2007 on SP 182337	Ward	Gilston	50713371
Lot 2008 on SP 182337	Ward	Gilston	50713372
Lot 2009 on SP 182337	Ward	Gilston	50713373
Lot 2010 on SP 182337	Ward	Gilston	50713374
Lot 2101 on SP 182337	Ward	Gilston	50713375
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Lot 2102 on SP 182337	Ward	Gilston	50713376
Lot 2103 on SP 182337	Ward	Gilston	50713377
Lot 2104 on SP 182337	Ward	Gilston	50713378
Lot 2105 on SP 182337	Ward	Gilston	50713379
Lot 2106 on SP 182337	Ward	Gilston	50713380
Lot 2107 on SP 182337	Ward	Gilston	50713381
Lot 2108 on SP 182337	Ward	Gilston	50713382
Lot 2109 on SP 182337	Ward	Gilston	50713383
Lot 2110 on SP 182337	Ward	Gilston	50713384
Lot 2201 on SP 182337	Ward	Gilston	50713385
Lot 2202 on SP 182337	Ward	Gilston	50713386
Lot 2203 on SP 182337	Ward	Gilston	50713387
Lot 2204 on SP 182337	Ward	Gilston	50713388
Lot 2205 on SP 182337	Ward	Gilston	50713389
Lot 2206 on SP 182337	Ward	Gilston	50713390
Lot 2207 on SP 182337	Ward	Gilston	50713391
Lot 2208 on SP 182337	Ward	Gilston	50713392
Lot 2209 on SP 182337	Ward	Gilston	50713393
Lot 2210 on SP 182337	Ward	Gilston	50713393
Lot 2301 on SP 182337	Ward	Gilston	50713395
Lot 2302 on SP 182337	Ward	Gilston	50713396
			50713397
Lot 2303 on SP 182337	Ward	Gilston	
Lot 2304 on SP 182337	Ward	Gilston	50713398
Lot 2305 on SP 182337	Ward	Gilston	50713399
Lot 2306 on SP 182337	Ward	Gilston	50713400
Lot 2307 on SP 182337	Ward	Gilston	50713401
Lot 2308 on SP 182337	Ward	Gilston	50713402
Lot 2309 on SP 182337	Ward	Gilston	50713403
Lot 2310 on SP 182337	Ward	Gilston	50713404
Lot 2401 on SP 182337	Ward	Gilston	50713405
Lot 2402 on SP 182337	Ward	Gilston	50713406
Lot 2403 on SP 182337	Ward	Gilston	50713407
Lot 2404 on SP 182337	Ward	Gilston	50713408
Lot 2405 on SP 182337	Ward	Gilston	50713409
Lot 2406 on SP 182337	Ward	Gilston	50713410
Lot 2407 on SP 182337	Ward	Gilston	50713411
Lot 2408 on SP 182337	Ward	Gilston	50713412
Lot 2409 on SP 182337	Ward	Gilston	50713413
Lot 2410 on SP 182337	Ward	Gilston	50713414
Lot 2501 on SP 182337	Ward	Gilston	50713415
Lot 2502 on SP 182337	Ward	Gilston	50713416
Lot 2503 on SP 182337	Ward	Gilston	50713417
Lot 2504 on SP 182337	Ward	Gilston	50713418
Lot 2505 on SP 182337	Ward	Gilston	50713419

Lot 2506 on SP 182337	Ward	Gilston	50713420
Lot 2601 on SP 182337	Ward	Gilston	50713421
Lot 2602 on SP 182337	Ward	Gilston	50713422
Lot 2603 on SP 182337	Ward	Gilston	50713423
Lot 2604 on SP 182337	Ward	. Gilston	50713424
Lot 2605 on SP 182337	Ward	Gilston	50713425
Lot 2606 on SP 182337	Ward	Gilston	50713426
Lot 2701 on SP 182337	Ward	Gilston	50713427
Lot 2702 on SP 182337	Ward	Gilston	50713428
Lot 2703 on SP 182337	Ward	Gilston	50713429
Lot 2704 on SP 182337	Ward	Gilston	50713430
Lot 2705 on SP 182337	Ward	Gilston	50713431
Lot 2706 on SP 182337	Ward	Gilston	50713432
Lot 2801 on SP 182337	Ward	Gilston	50713433
Lot 2802 on SP 182337	Ward	Gilston	50713434
Lot 2803 on SP 182337	Ward	Gilston	50713435
Lot 2804 on SP 182337	Ward	Gilston	50713436
Lot 2901 on SP 182337	Ward	Gilston	50713437
Lot 2902 on SP 182337	Ward	Gilston	50713438
Lot 2903 on SP 182337	Ward	Gilston	50713439
Lot 2904 on SP 182337	Ward	Gilston	50713440
Lot 3001 on SP 182337	Ward	Gilston	50713441
Lot 3002 on SP 182337	Ward	Gilston	50713442
Lot 3003 on SP 182337	Ward	Gilston	50713443
Lot 3004 on SP 182337	Ward	Gilston	50713444

Title Reference 50713205 Page 8 of 44

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 201 on SP 182337	51	57
Lot 301 on SP 182337	44	41
Lot 302 on SP 182337	42	34
Lot 303 on SP 182337	43	40
Lot 304 on SP 182337	43	40
Lot 305 on SP 182337	. 42	36
Lot 306 on SP 182337	44	43
Lot 401 on SP 182337	44	43
Lot 402 on SP 182337	42	35
Lot 403 on SP 182337	43	40
Lot 404 on SP 182337	43	40
Lot 405 on SP 182337	42	37
Lot 406 on SP 182337	44	45
Lot 501 on SP 182337	44	44
Lot 502 on SP 182337	42	35
Lot 503 on SP 182337	43	42
Lot 504 on SP 182337	43	42
Lot 505 on SP 182337	42	37
Lot 506 on SP 182337	44	46
Lot 601 on SP 182337	44	45
Lot 602 on SP 182337	. 42	36
Lot 603 on SP 182337	43	43
Lot 604 on SP 182337	43	43
Lot 605 on SP 182337	42	38
Lot 606 on SP 182337	44	48
Lot 607 on SP 182337	40	27
Lot 608 on SP 182337	38	19
Lot 609 on SP 182337	38	19
Lot 610 on SP 182337	40	28
Lot 701 on SP 182337	44	46
Lot 702 on SP 182337	42	36
Lot 703 on SP 182337	43	43
Lot 704 on SP 182337	43	43
Lot 705 on SP 182337	42	. 38
Lot 706 on SP 182337	44	48
Lot 707 on SP 182337	40	28
Lot 708 on SP 182337	38	19
Lot 709 on SP 182337	38	19
Lot 710 on SP 182337	40	29
Lot 801 on SP 182337	44	46
Lot 802 on SP 182337	42	37

Lot 803 on SP 182337	42	
	43	44
Lot 804 on SP 182337	43	44
Lot 805 on SP 182337	42	39
Lot 806 on SP 182337	44	48
Lot 807 on SP 182337	40	28
Lot 808 on SP 182337	38	20
Lot 809 on SP 182337	38	20
Lot 810 on SP 182337	40	30
Lot 901 on SP 182337	44	47
Lot 902 on SP 182337	42	37
Lot 903 on SP 182337	43	44
Lot 904 on SP 182337	43	44
Lot 905 on SP 182337	42	39
Lot 906 on SP 182337	44	49
Lot 907 on SP 182337	40	29
Lot 908 on SP 182337	. 38	20
Lot 909 on SP 182337	38	20
Lot 910 on SP 182337	40	30
Lot 1001 on SP 182337	44	47
Lot 1002 on SP 182337	42	38
Lot 1003 on SP 182337	43	45
Lot 1004 on SP 182337	43	45
Lot 1005 on SP 182337	42	40
Lot 1006 on SP 182337	44	49
Lot 1007 on SP 182337	40	29
Lot 1008 on SP 182337	38	21
Lot 1009 on SP 182337	38	21
Lot 1010 on SP 182337	40	30
Lot 1101 on SP 182337	44	48
Lot 1102 on SP 182337	42	39
Lot 1103 on SP 182337	43	45
Lot 1104 on SP 182337	43	45
Lot 1105 on SP 182337	42	40
Lot 1106 on SP 182337	44	50
Lot 1107 on SP 182337	40	30
Lot 1108 on SP 182337	38	21
Lot 1109 on SP 182337	38	21
Lot 1110 on SP 182337	40	31
Lot 1201 on SP 182337	44	48
Lot 1202 on SP 182337	42	40
Lot 1203 on SP 182337	43	45
Lot 1204 on SP 182337	43	45
Lot 1205 on SP 182337	42	40
Lot 1206 on SP 182337	44	50

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Lot 1207 on SP 182337	40	30
Lot 1208 on SP 182337	38	21
Lot 1209 on SP 182337	38	21
Lot 1210 on SP 182337	40	31
Lot 1301 on SP 182337	44	50
Lot 1302 on SP 182337	42	39
Lot 1303 on SP 182337	43	46
Lot 1304 on SP 182337	43	46
Lot 1305 on SP 182337	42	40
Lot 1306 on SP 182337	44	51
Lot 1307 on SP 182337	40	31
Lot 1308 on SP 182337	38	22
Lot 1309 on SP 182337	38	22
Lot 1310 on SP 182337	40	32
Lot 1401 on SP 182337	44	50
Lot 1402 on SP 182337	42	39
Lot 1403 on SP 182337	43	46
Lot 1404 on SP 182337	43	46
Lot 1405 on SP 182337	42	41
Lot 1406 on SP 182337	44	51
Lot 1407 on SP 182337	40	31
Lot 1408 on SP 182337	38	22
Lot 1409 on SP 182337	38	22
Lot 1410 on SP 182337	40	32
Lot 1501 on SP 182337	44	51
Lot 1502 on SP 182337	42	40
Lot 1503 on SP 182337	43	47
Lot 1504 on SP 182337	43	47
Lot 1505 on SP 182337	42	41
Lot 1506 on SP 182337	44	52
Lot 1507 on SP 182337	40	32
Lot 1508 on SP 182337	38	22
Lot 1509 on SP 182337	38	22
Lot 1510 on SP 182337	40	33
Lot 1601 on SP 182337	44	52
Lot 1602 on SP 182337	42	40
Lot 1603 on SP 182337	43	47
Lot 1604 on SP 182337	43	47
Lot 1605 on SP 182337	42	41
Lot 1606 on SP 182337	44	52
Lot 1607 on SP 182337	40	32
Lot 1608 on SP 182337	38	22
Lot 1609 on SP 182337	38	22
Lot 1610 on SP 182337	40	33

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Lot 1701 on SP 182337	44	52
Lot 1702 on SP 182337	42	40
Lot 1703 on SP 182337	43	47
Lot 1704 on SP 182337	43	47
Lot 1705 on SP 182337	42	42
Lot 1706 on SP 182337	44	53
Lot 1707 on SP 182337	40	32
Lot 1708 on SP 182337	38	23
Lot 1709 on SP 182337	38	23
Lot 1710 on SP 182337	40	33
Lot 1801 on SP 182337	44	52
Lot 1802 on SP 182337	42	41
Lot 1803 on SP 182337	43	48
Lot 1804 on SP 182337	43	48
Lot 1805 on SP 182337	42	42
Lot 1806 on SP 182337	44	53
Lot 1807 on SP 182337	40	33
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Explanation of Contribution Schedule Lot Entitlements

1. Introduction

The Contribution Schedule Lot Entitlements ("CSLE") for each Lot included in the Sierra Grand Community Titles Scheme ("the Scheme") are not equal. As required by Section 48 of the *Body Corporate and Community Management Act 1997* ("the Act"), the explanation of why they are not equal is set out below.

2. Explanation

The CSLE for each Lot included in the Scheme has been allocated having regard to:

- 2.1 The structure of the Scheme:
- 2.2 The nature, features and characteristics of the Lots in the Scheme; and
- 2.3 The purposes for which the Lots are used.

3. Reason for Variation

- 3.1 On the basis of the factors in paragraph 2 it is just and equitable for there to be a variation in the CSLE for the Scheme. The CSLE for the Lots varies between a minimum of 38 and a maximum of 51.
- 3.2 The difference in CSLE recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property. When allocating the CSLE to be included in the contribution schedule, each of the factors stated above impacts on the allocation in the way set out below.

4. Allocation

When allocating the Lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

- 4.1 Structure of the Scheme
 - 4.1.1. The Scheme is not part of a layered scheme therefore the structure of the Scheme does not affect the CSLE.
 - 4.1.2. The Common Property facilities (for example swimming pool, gymnasium, theatrette, major thoroughfares, corridors and landscaping) are part of the community titles scheme.
 - 4.1.3. However different Lots in the Scheme utilise Common Property to a greater extent depending upon their location in the Scheme.
- 4.2 Nature, Feature and Characteristics of the Lots in the Scheme
 - 4.1.4. The Lots in the Scheme were created by a Building Format Plan and the Body Corporate is responsible for the repair and maintenance of Common Property within the Scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of Lots in the Scheme increase the burden that the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the Common Property on the following basis:-
 - 4.2.2.1. The external surface area of the Lot. Additional entitlements are added depending on whether the Lot has small, medium, large or extra-large external surface area.
 - 4.2.2.2. The level of the building on which the Lot is situated. Additional entitlements are added depending on the level of the building in which the Lot is located. The higher the Lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls.
 - 4.2.2.3. Lot 201 has a number of part Lots that are on Levels A, B, C and D. The utility infrastructure services these parts of Lot 201 and more use is made of the Common Property in having to traverse from one part of Lot 201 to the other parts.
 - 4.2.2.4. The external Common Property that benefits the Lot. The external surface area of a Lot, which as part of the Common Property comprises, amongst other things the aluminium balustrade, window frames and fittings and glass, metal screens and louvres, roofing membrane and materials. The greater the exposure of the Lot to the Common Property, the greater the Common Property to be maintained by the Body Corporate and consequently the greater the CSLE. Therefore units that need a greater perimeter of external wall have a greater CSLE.
 - 4.2.2.5. The internal Common Property that benefits the Lot. The internal Common Property comprises, amongst other things, fire prevention and extinguisher equipment (such as sprinklers, booster pumps, thermo-detection units), common area carpets and electrical wiring. These all require maintenance and replacement. Therefore Lots that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater CSLE.
 - 4.1.5. The CLSE has been adjusted from being equal to the extent Lots give rise to particular costs or extra costs that other Lots do not.
- 4.3 The Purpose for which the Lots are Used

Each of the Lots in the Scheme are used for residential purposes except Lot 201 which is used for residential and commercial purposes. This factor will contribute to a higher use of Common Property by the Owner, Occupier, invitees and customers of Lot 201.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME OF LAND

Not applicable.

SCHEDULE C BY-LAWS

Interpretation

In these By-laws except for the extent that the context otherwise requires:

1.1 the singular includes the plural and vice versa;

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1.2 person includes a natural person, each other kind of legal entity and an unincorporated association;

1.3 reference to a statute or any other law is a reference to the statute or law.

2. Definitions

In these By-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:

- 2.1 "the Act" means the Body Corporate and Community Management Act 1997 and all regulations thereunder, as amended from time to time;
- 2.2 "Body Corporate Manager" means a person who is engaged by the Body Corporate to supply administrative services to the Body Corporate pursuant to the Act;
- 2.3 "Caretaker" means that person or corporation appointed by the Body Corporate as a caretaker and/or letting agent under an agreement pursuant to the Act;
- 2.4 "Caretaker's Unit" and/or "Caretaker's Lot" means Lot 201 or such other Lot as nominated by the Caretaker to the Body Corporate in writing from time to time;
- 2.5 "Common Property" means has the same meaning as defined in the Act and as applied to the Community Titles Scheme;
- 2.6 "Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;
- 2.7 "Lot" means a Lot in the Community Titles Scheme;
- 2.8 "Occupier" has the same meaning as defined in the Act;
- 2.9 "Owner" has the same meaning as defined in the Act;
- 2.10 "PABX System" includes (as well as a telephone system) other audio visual, internet or other data transmission systems that may or may not require cabling;
- 2.11 "Recreation Facilities" means facilities that are used for recreation purposes that are on the Common Property including without limitation any of the following that may be on the Common Property:
 - 2.11.1 swimming pool;
 - 2.11.2 tennis court;
 - 2.11.3 barbeque;
 - 2.11.4 theatrette;
 - 2.11.5 indoor pool;
 - 2.11.6 indoor and outdoor spas;
 - 2.11.7 deck chairs and tables;
 - 2.11.8 sauna or stream room;
 - 2.11.9 gymnasium and gymnasium equipment; and
 - 2.11.10 level 25 outdoor area.
- 2.12 "Scheme Land" means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the Lots and the Common Property and all improvements thereon;
- 2.13 "Vehicle" has the same meaning as Vehicle as defined in the Traffic Act 1949.

3. NOISE

- 3.1 An Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 3.2 In particular, no Owner or Occupier:
 - 3.2.1 shall hold or permit to be held any social gathering in his or her Lot which is likely to breach this By-law;
 - 3.2.2 shall hold or permit to be held any auction sale upon Scheme Land;

- 3.2.3 permit any musical instrument to be practised or played in his or her Lot between the hours of 10.00 pm and 8.00 am;
- 3.2.4 if a musical instrument is practised between the hours of 8.00 am and 10.00 pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and
- 3.2.5 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.
- 3.3 Where there is any unavoidable noise in a Lot which at any time may breach this By-law, the Owner or Occupier must take all practicable steps to minimise annoyance to other Lot Owners and Occupiers by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 3.4 Guests leaving after 11.00 pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier returns to the building late at night or during early morning hours,

4. CAUSING A NUISANCE

- 4.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
 - 4.1.1 causes a nuisance or hazard:
 - 4.1.2 interferes unreasonably with the use or enjoyment of another Lot; or
 - 4.1.3 interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.
- 4.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owners or Occupiers of another Lot or of any person lawfully using Common Property.
- 4.3 If an Owner or Occupier wishes to use the Recreation Facilities or an area of Common Property for the holding of a gathering or function, then the Owner or Occupier must first obtain written approval of the Committee to hold such function. The approval will regulate the use of the Common Property and the Owner or Occupier will indemnify the Body Corporate with respect to any nuisance caused to other invitees to the Scheme Land and/or any damage to Scheme Land. The use of the Recreation Facilities must not cause a breach of the By-Laws and/or any nuisance or noise to other Invitees to the Scheme Land.
- 4.4 An Owner or Occupier must not:
 - 4.4.1 permit any of their invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property;
 - 4.4.2 use a Lot or Common Property for any purpose which is illegal, or which may damage the reputation of the Scheme or Body Corporate;
 - 4.4.3 create noise likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another Lot or the Common Property; and
 - 4.4.4 obstruct the use of the Common Property by another person.

5. COMMUNICATION WITH COMMITTEE

- 5.1 Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.
- 5.2 In addition to By-law 5.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.
- 5.3 The Committee is authorised by this By-law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-law pursuant to the dispute resolution provisions of the Act.
- 5.4 Owners and Occupiers shall ensure that their communication with the Committee are sent in accordance with the following:

- 5.4.1 written communication shall only be sent by pre-paid post or email at the address of the Body Corporate Manager. Accordingly, no email may be sent to the Committee personally unless the Committee or Body Corporate Manager invites this mode of written communication;
- 5.4.2 a maximum of one piece of written communication may be sent per week, unless the Committee or Body Corporate Manager invites additional written communication;
- 5.4.3 any item of written communication shall be limited to a maximum of 2 pages in length containing a maximum of 1,000 words;
- 5.4.4 verbal communications shall only be made by telephone to the Body Corporate Manager unless the Committee expressly invites verbal communication;
- 5.4.5 written and verbal communication with the Committee or Body Corporate Manager must at all times be courteous and not abusive or offensive:
- 5.4.6 the Body Corporate Manager and Committee are permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;
- 5.4.7 the Body Corporate Manager and Committee are not required to acknowledge receipt of any written communication; and
- 5.4.8 the Body Corporate Manager and Committee must act reasonable in determining whether any communication requires a response, including considering whether the communication repeats matter addressed in previous communications.

6. VEHICLES

- 6.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, park, stand, repair or store a Vehicle on the Common Property or permit an invitee to park, stand, repair or store a Vehicle on the Common Property in breach of this By-law:
 - 6.1.1 an approval under this By-law must state the period for which it is given; and
 - 6.1.2 the Committee may withdraw an approval granted under this By-law on the giving of 24 hours' notice.
- 6.2 A Vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like Vehicles.
- 6.3 A Vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate.
- 6.4 The Owner or Occupier of Lot must not park a Vehicle on Common Property or in the visitor car parks if that Vehicle does not hold a current registration certificate.
- 6.5 If an Owner or Occupier has more than one Vehicle, then the Owner or Occupier must not use the Common Property to park any other Vehicles.
- 6.6 There are 23 visitor car parking spaces within the Scheme Land and shall be used by genuine invitees and visitors to the Scheme Land only.
- 6.7 The Committee (from time to time) is permitted by the By-laws to regulate the use of the 23 visitor car parking spaces.
- 6.8 An Owner or Occupier of a Lot shall ensure that their invitees use the visitor car parking spaces only for its intended purpose of casual parking within the rules set from time to time by the Committee, which rules shall provide that areas of casual parking shall not be used for more than 24 consecutive hours (i.e., a single overnight stay).
- 6.9 For the safety of all persons on Scheme Land, the speed limit for Vehicles on Scheme Land is ten (10) km.
- 6.10 If an Owner, Occupier or invitee allows a Vehicle to be parked in a manner which is in contravention of this By-law, then such Vehicle may be towed by the Body Corporate (at the direction of the Committee) and such costs will be the responsibility of the owner of the Vehicle.
- 6.11 For the purpose of this By-law, the Committee may enter into an appropriate Agreement with a towing company (contractor) to provide a Vehicle towing service.
- 6.12 The Committee may authorise the erection of appropriate signage on the Common Property to advise all drivers of Vehicles on to Scheme Land of the regulation of unlawful parking on Common Property.

No washing of cars in exclusive use car parking areas

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6.13 Each Owner is allocated an exclusive use car parking space pursuant to By-law 26.

6.14 Owners and Occupiers must not use their allocated exclusive use car parking space to wash a Vehicle.

No storage in Common Property car parking spaces

- 6.15 Owners, Occupiers and Invitees must not store any items and/or articles within the car parking spaces in the basement.
- 6.16 Owners and Occupiers each have an obligation to keep all areas of Common Property in a clean and tidy condition and such areas includes the basement car park.

7. WASH BAY

- 7.1 A wash bay is situated upon Common Property (at the front of the building).
- 7.2 The cleanliness and tidiness of the wash bay is monitored by the Committee and the Caretaker.
- 7.3 Owners and Occupiers are able to obtain the car wash access key to the wash bay from the Caretaker.
- 7.4 Owners and Occupiers may pre-book the car wash bay with the Caretaker via the reception desk.
- 7.5 Owners and Occupiers are permitted to use the wash bay, which is available for use 24 hours a day, 7 days a week.
- 7.6 Such persons using the wash bay may use the bay for up to a maximum of 60 minutes per Vehicle and must not do or permit to be done in the wash bay area any act or thing which shall or may become an annoyance, nuisance or grievance to other invitees to the building.
- 7.7 If Owners, Occupiers or invitees park a Vehicle in breach of By-law 6, then such Vehicle may be towed by the Body Corporate in accordance with By-law 6.

8. OBSTRUCTION

The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

9. DAMAGE TO LAWNS ETC.

- 9.1 The Occupier of a Lot must not, without the Body Corporate's written approval:
 - 9.1.1 damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - 9.1.2 use a part of the Common Property as a garden.
- 9.2 An approval under clause 9.1 must state the period for which it is given.
- 9.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

10. DAMAGE TO COMMON PROPERTY

- 10.1 An Occupier of a Lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 10.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 10.3 The Owner of a Lot must keep a device installed under subsection 10.2 in good order and repair.

11. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

- 11.1 An Owner, Occupier or their invitee must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.
- 11.2 An Owner or Occupier of a Lot must take reasonable steps to ensure that no objects of any description are thrown or allowed to fall from the balcony or windows of their Lot.
- 11.3 An Owner or Occupier of a Lot must not store, deposit or throw upon the Common Property, including without limitation any foyer or stairway any materials, furniture, furnishings, rubble, rubbish, dirt, dust or other material.
- 11.4 Each Owner, Occupier and invitee must take reasonable steps to keep clean the Common Property which includes the driveways, parking areas, garden, stairs and bins.

12. APPEARANCE OF LOT

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12.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including (without limitation) installing upon the Lot or the building any curtains, venetian blinds, vertical blinds, shutters, window coverings or tinting, external awnings, blinds or other fixture.

- 12.2 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including the installation of security doors, screens, shutters and fly screens.
- 12.3 Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.
- 12.4 The Owner or Occupier of a Lot must not:
 - 12.4.1 hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the Lot or on the outside of the building; or
 - 12.4.2 display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.
- 12.5 The Owner of a Lot is permitted to erect a real estate agent's sign on the Common Property for the purpose of 'open home' inspections only subject to the Owner of a Lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on Common Property must be removed by the Owner or the Owner's agent by the end of the day that the 'open home' inspection was held.
- 12.6 The Occupier of a Lot must not, without the body corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

13. STORAGE OF FLAMMABLE MATERIALS

- 13.1 The Occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the Common Property.
- 13.2 The Occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 13.3 However, this section does not apply to the storage of fuel in:
 - 13.3.1 the fuel tank of a Vehicle, boat, or internal combustion engine; or
 - 13.3.2 a tank kept on a Vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

14. GARBAGE DISPOSAL

- 14.1 The Occupier of a Lot must keep a garbage receptacle in a clean and dry condition and adequately covered within their Lot.
- 14.2 Within the building, there is a disposal chute on each floor of the building which each Occupier must keep in a clean and tidy condition.
- 14.3 The Body Corporate supplies this disposal chute to ensure that Occupiers within the building dispose of refuse and garbage in an appropriate manner.
- 14.4 The disposal chute is situated in each foyer of the building.
- 14.5 The use of the garbage disposal chute is permitted by Occupiers within the Body Corporate, but its use shall be limited to the disposal of kitchen waste and general refuse of a size which will not become stuck with in the garbage disposal chute.
- 14.6 The Occupier must ensure that such kitchen waste does not smell.
- 14.7 If the kitchen waste is noxious smelling or not general kitchen waste, then the Occupier must place such waste into the local council rubbish bin situated in the basement (e.g., old seafood shells/kitty litter, nappies).
- 14.8 The Occupier must ensure that such kitchen waste and general refuse is double bagged to ensure no leaking or spills of garbage once the refuse is placed in the chute by the Occupier.
- 14.9 If the kitchen waste and general refuse is large in size or heavy in weight, then the Occupier must place this kitchen waste and general refuse into the local council rubbish bin situated in the basement.

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14.10 The Occupier must ensure that any recyclables are placed in appropriate containers provided by the Body Corporate in the basement.

- 14.11 In addition to the use of the garbage chute, the Occupier of a Lot must:
 - 14.11.1 dispose of all other forms of rubbish in the bins in the basement;
 - 14.11.2 deposit old papers and unwanted mail in the recycle bin in the basement;
 - 14.11.3 not beat or shake any carpet, mat, cloth or other article over any balcony or through any window or door; and
 - 14.11.4 not throw or otherwise dispose of any liquid or waste water upon or over any balcony or through any balcony drainage pipes.
- 14.12 Any cost for cleaning or repair caused by a breach of this By-law shall be paid for by the Occupier and/or Owner of the Lot.
- 14.13 All Owners, Occupiers and their invitees must:
 - 14.13.1 comply with all local government local laws and ordinances relating to the disposal of garbage within the building; and
 - 14.13.2 ensure that the health, hygiene and comfort of all Owners, Occupiers and their invitees to the building are not adversely affected by his or her disposal of garbage.
- 14.14 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the body corporate for the purpose.
- 14.15 The Occupier of a Lot must: -
 - 14.15.1 comply with all local government local laws about disposal of garbage;
 - 14.15.2 ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots;
 - 14.15.3 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and
 - 14.15.4 comply with any reasonable directions issued by the Body Corporate in relation to the proper and efficient use of any garbage chute.
- 14.16 The Committee is empowered to make rules for the use of any garbage chute. These rules may be revoked by a resolution of the Body Corporate in general meeting. If the rules are inconsistent with the By-laws, then the By-laws shall prevail.

15. KEEPING OF ANIMALS

- 15.1 Subject to the Act, the Occupier of a Lot must not, without the Body Corporate's written approval:
 - 15.1.1 bring or keep an animal on to the Lot or the Common Property; or
 - 15.1.2 permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 15.2 An Application must be submitted with a photograph, veterinary certificate and Council Registration (if applicable) before bringing the animal onto the Scheme Land.
- 15.3 The following minimum conditions will apply to all applications:
 - 15.3.1 where an applicant is not the Owner of the Lot, the written confirmation of the Lot Owner is required stating that they do not object to the applicant keeping the stated animal within the Lot;
 - 15.3.2 the animal must not traverse upon the Common Property except if in the company of a human person and only for the purpose of ingress to and egress from the complex and can only ingress and egress via Level 1 rear door only;
 - 15.3.3 the animal must be carried, or kept leashed, at all times it is upon the Common Property;
 - 15.3.4 any fouling by the animal on Common Property or the Lot must be cleaned up immediately;
 - 15.3.5 the animal is not to make any unreasonable noise, or otherwise cause a nuisance, that interferes unreasonably with any person's use or enjoyment of another Lot or Common Property;

- 15.3.6 you indemnify the Body Corporate from all claims arising out of the animal being kept in the Lot or upon Common Property;
- 15.3.7 this consent applies only to the animal that is identified in the subject application;
- 15.3.8 the animal is prohibited from all Recreational Facilities within the scheme;
- 15.3.9 waste must be disposed of in a way that does not cause noxious odours or otherwise contaminate any part of the Scheme Land;
- 15.3.10 the animal must be kept clean, immunized and treated for worms, ticks and fleas;
- 15.3.11 the Body Corporate is able to ask for updated veterinary certificates at any time; and these must be supplied within the specified time as outlined in the Body Corporate's request;
- 15.3.12 approval is for the animal in this application only and no replacement pet is permitted without a new application being made.
- 15.4 Additional conditions may be imposed by the Body Corporate Committee as needed.
- 15.5 By bringing the animal into the scheme it is deemed that you agree to all conditions applied to the approval.
- 15.6 If any consent conditions are breached, or if complaints are received from other residents about disturbance from the animal, this consent may be withdrawn upon giving such notice as is reasonable in the circumstances.

16. USE OF LOTS

Except for the Caretaker's Unit, a Lot shall only be used as a residence. No Lot is to be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

17. ALTERATIONS AND RENOVATIONS TO LOTS

- 17.1 Subject to an Owner or Occupier for a Lot obtaining the prior written approval of the Committee, the Owner or Occupier of a Lot may make any alterations or renovations to a Lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ("Works").
- 17.2 The Owner or Occupier of a Lot must not alter the Common Property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.
- 17.3 The Owner or Occupier of a Lot must lodge a written request for approval with the Committee at least 4 weeks prior to the proposed commencement date of the Works and the Works must not commence until the Owner or Occupier has received written approval from the Committee.
- 17.4 In order for the Committee to consider its approval pursuant to this By-law, the Owner or Occupier must provide to the Committee the following:
 - 17.4.1 list (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;
 - 17.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber:
 - 17.4.3 copies of any other relevant approvals that are required by legislation and/or the by-laws (including local council approval);
 - 17.4.4 details of who is proposed to carry out the Works;
 - 17.4.5 if Works are to be undertaken by a contractor or Owner builder, evidence that the relevant contractor or Owner builder holds the required license and appropriate insurance to conduct the Works;
 - 17.4.6 dates when the Works are proposed to be commenced and completed;
 - 17.4.7 evidence of public liability insurance;
 - 17.4.8 if the request is lodged by the Occupier of a Lot, written confirmation that the Owner of the Lot consents to the Works; and
 - 17.4.9 anything else reasonably required by the Committee to enable it to make its decision.

- 17.5 The Committee must consider the following when making its decision pursuant to this By-law:
 - 17.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building, Common Property and the Scheme Land and whether the proposed works will affect these aspects;
 - 17.5.2 whether all building and fire regulations are observed; and
 - 17.5.3 whether all matters outlined within this By-law have been complied with.
- 17.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.
- 17.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.
- 17.8 Undertaking the Works:
 - 17.8.1 if asbestos is located during the renovation or alternation to the Lot, then an asbestos report must be obtained by the Owner or Occupier;
 - 17.8.2 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the Owner or Occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;
 - 17.8.3 all floor covering replacements in a Lot must be sound insulated and, without limitation, the Owner or Occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, the following applies:
 - 17.8.3.1 acoustic amenity in this Building is important to Lot Owners;
 - 17.8.3.2 the acoustic amenity for any hard flooring in the Building must have a LnT,w rating which is less than 62dB, which represents a 3 to 4 star standard under the AAAC Guidelines for Apartment and Townhouse Acoustic Rating (reference: Australian Acoustical Consultant www.aaac.org.au);
 - 17.8.3.3 the Owner must submit to the Committee a report confirming that the sound transmission assessment has a LnT,w rating which is less than 62dB, such report to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee) (i.e., the LnT,w rating is a single number quantity used to characterise the impact sound insulation of floors based on a laboratory measurement of LnT);
 - 17.8.3.4 the selection of sound proofing material to be used under any type of hard flooring must be at least 5 mm in thickness; and
 - 17.8.3.5 within 14 days of completion of the Works the Owner or Occupier must provide the Committee with evidence the flooring meets the standards specified in this By-laws;
 - 17.8.3.6 after installation of hard flooring, felt pads are to be placed on the underside of legs of chairs, tables and all other moveable furniture.
 - 17.8.4 balcony floor tiling and the interior walls of balconies can only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building. If new tiling is to be laid on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed. Upon removing the old tiles (and if applicable old waterproofing membrane) a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;
 - 17.8.5 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on Common Property and only on balcony areas in a fully enclosed vacuum tent:
 - 17.8.6 the Work may only be carried out between the hours of 9.00 am and 4.30 pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the

- Owner or Occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;
- 17.8.7 if the Works will result in noise, the Owner or Occupier must give the Committee 48 hours' notice; and
- 17.8.8 if there is specific work creating excessive noise, such as jack hammering, the Owners require 48 hours' notice of the intention to carry out such work and a notice must be posted in writing on all notice boards by the Owner or Occupier, in order that all Lot Owners and Occupiers can be advised.
- 17.9 The Owners are to ensure that all trade Vehicles are parked in the designated car parks for that Lot;
- 17.10 The Owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the Owner or Occupier on completions of work;
- 17.11 All access for trades persons and materials must be by the basement.
- 17.12 There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works:
 - 17.12.1 prior to commencement of works the Owner and Caretaker are to conduct an inspection of the basement lobby and lift to note existing damage. Further damage caused during the Works is to be repaired at the Owner or Occupier's expense;
 - 17.12.2 lift protection during the course of the Works will be provided by the Caretaker;
 - 17.12.3 in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;
 - 17.12.4 rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;
 - 17.12.5 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or Common Property;
 - 17.12.6 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the Owner or Occupier;
 - 17.12.7 contractors are not to have radios playing loudly or have breaks, meals or smoke on Common Property;
 - 17.12.8 all Works are to be carried out in a clean and efficient manner;
 - 17.12.9 the Common Property foyer is to be protectively covered from the lift to the unit door at all times, when Works are being performed;
 - 17.12.10 the foyer and lift must be cleaned immediately after use each day;
 - 17.12.11 the foyer, fire stairs or any other Common Property area (including but not limited to Owner or Occupier car parks or exclusive use areas) are not to be used to store materials, undertake Works or store rubbish associated with the Works;
 - 17.12.12 all waste must be removed by the contractor, Owner or Occupier and not placed in the refuse system;
 - 17.12.13 contractors' rubbish skips can be placed where directed by the Caretaker but must not be left over weekends; and
 - 17.12.14 Body Corporate shopping trolleys are not to be used by contractors, Owners or Occupiers to transport tools and equipment or materials.
- 17.13 No person shall use the Common Property power anywhere in the building for private reasons except as permitted by the Committee in writing.
- 17.14 No external light fittings shall be replaced without the written approval of the Committee.
- 17.15 Doors from the Lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of

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- closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.
- 17.16 If an Owner or Occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-law, then the Owner or Occupier must, at its own expense, remove the offending part of the Works from the Lot upon receiving written notice from the Committee to do so.

18. MAINTENANCE OF LOTS

- 18.1 Each Occupier shall ensure that his Lot is kept and maintained so as not to be offensive in appearance to other Lot Owners through the accumulation of excess rubbish or otherwise. In particular, and without limitation, an Owner or Occupier of a Lot shall ensure that the eradication of pests is carried out on the Lot on a regular basis.
- 18.2 Where an Owner or Occupier of a Lot has not maintained the Lot in accordance with these By-laws, the Owner or Occupier of the Lot as the case may be hereby authorises access to the Lot for the Committee and its servants, agents and contractors for the purpose of maintaining the Lot in accordance with these By-laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances.
- 18.3 Windows shall be kept clean and promptly replaced by the Owner or Occupier of the Lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked. This By-law shall not prohibit an Owner from making a claim on any applicable Body Corporate insurance.
- 18.4 The Occupier of a Lot with a planter box on the balcony must ensure that the plants in the planter box are maintained in a healthy state. Such Occupiers must water and fertilise plants regularly to keep the plants in the planter box in a healthy state, subject to any applicable lawful restrictions. Plants must be pruned in a way recommended by the Body Corporate Committee from time to time to keep a consistent appearance for the exterior of the building. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time. The Body Corporate Committee and the Caretaker are authorised to inspect the balcony and planter boxes from time to time upon giving reasonable notice to the Occupier. The Occupier shall make arrangements to allow access to the Caretaker and/or the Body Corporate Committee for inspection of the planter boxes. If an Occupier fails to comply with this By-law and the Body Corporate must take remedial action, the costs of the remedial action must be by the relevant Owner and Occupier.

19. USE OF RECREATIONAL FACILITIES

Hours of Use

- 19.1 The following restrictions apply to the Recreation Facilities: -
 - 19.1.1 the gymnasium may only be used between the hours of 5.00 am and 9.30 pm;
 - 19.1.2 the indoor lap pool may only be used between the hours of 6.00 am to 9.30 pm,
 - 19.1.3 the outdoor lap pool, sauna, steam room, spa, residents video theatre/meeting and tennis court may only be used from 7.00 am to 9.30 pm;
 - 19.1.4 the barbeque areas may only be used for barbeques and social purposes between 7.00 am and 9.30 pm;
- 19.2 The Body Corporate authorises the Caretaker to conduct a booking system for the use of the Recreational Facilities.
- 19.3 The Committee has in its discretion identified appropriate regulations for the Recreational Facilities and these notifications are prominently displayed around the Common Property.

Use of Swimming Pools

- 19.4 In relation to the swimming pool and adjacent areas, an Owner, Occupier and their invitees must ensure:
 - 19.4.1 children under the age of 13 years are not to use the swimming pool unless accompanied by an adult exercising effective control;
 - 19.4.2 invitees do not use the swimming pool unless accompanied by an Owner or Occupier, or unless they have obtained the prior consent of the Caretaker;
 - 19.4.3 food and drink are not to be consumed in the swimming pool;

- 19.4.4 glassware of any type is not to be taken in or around the area;
- 19.4.5 caution is exercised around the area at all times;
- 19.4.6 no person causes a nuisance to any other person lawfully using the swimming pool or surrounding area; and
- 19.4.7 an Owner or Occupier shall not exit the indoor or outdoor pool area or enter the lobby area unless that person has taken reasonable steps to dry themselves so that water is not transferred from the indoor/outdoor pool area or brought into the lobby.
- 19.5 The Committee has in its discretion identified appropriate regulations for the pool and surrounding areas and these notifications are prominently displayed around the Common Property.

Maintenance of Swimming Pool

19.6 An Owner, Occupier or their invitee must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.

Use of The Gymnasium

- 19.7 Notwithstanding any By-law to the contrary, the following By-law applies to the use of the gymnasium by Owners, Occupiers and their invitees:
 - 19.7.1 the gymnasium may only be used between the hours of 5.00 am and 9.30 pm;
 - 19.7.2 children below the age of sixteen (16) may not use the gymnasium;
 - 19.7.3 an invitee of an Owner or Occupier must be supervised at all times during the use of the gymnasium by the Owner or Occupier;
 - 19.7.4 enclosed footwear must be worn at all times. Thongs, sandals, or other open footwear must not be worn in the gymnasium;
 - 19.7.5 weights must not be thrown or dropped onto the ground as the noise reverberates throughout the building and creates a disturbance to persons residing in Units located near the gymnasium. The gymnasium and the equipment have been provided by the Body Corporate for use by persons familiar and trained on the use of the equipment. The users must exercise caution in the use of the equipment and do so at their own risk;
 - 19.7.6 if while using the equipment in the gymnasium you become aware that a piece of equipment is faulty or in need of repair it is your obligation to report it immediately to the Caretaker or in their absence a member of the Committee;
 - 19.7.7 during the use of equipment, a towel must be used at all times and once equipment has been finished with it must be placed back in its original state (i.e.: free weights placed back in their receptacles and machinery wiped down clean ready for the next user);
 - 19.7.8 if during the use of equipment, the equipment becomes damaged, that damage must be reported by the user immediately to the Caretaker or a member of the Committee to help safe guard the safety of other users of the gymnasium;
 - 19.7.9 only equipment owned by the Body Corporate for Sierra Grand CTS 38268 may be used within the gymnasium and it must be used in accordance with the guidelines as set out from time to time, with due care, in accordance with the manufacturer's instructions and the user shall indemnify the Body Corporate against all claims, damage or injury resulting from the use of that equipment;
 - 19.7.10 alcoholic beverages are not to be taken to or consumed in or around the gymnasium and the gymnasium is otherwise not to be used in a manner which impacts on the peace and enjoyment of other persons.

Use of the Level 25 Outdoor Area

- 19.8 The Committee is developing the Level 25 outdoor area into a valuable asset for the Owners and Occupiers of the building.
- 19.9 However, the following conditions will apply to Owners and Occupiers regarding their access to the Level 25 outdoor area:

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- 19.9.1 no more than fifteen (15) persons at a time can access this area unless the prior written consent of the Body Corporate is obtained from the Owners or the Occupier;
- 19.9.2 the area may only be used between the hours of 7.00 am and 9.00 pm;
- 19.9.3 the area must be left in a clean and tidy state after use;
- 19.9.4 noise must always be kept to a minimum while persons are using this area; and
- 19.9.5 an Owner or Occupier must always be in the company of their guests (i.e., invitees to the building).
- 19.10 If an Owner or Occupier seeks permanent access to the Level 25 outdoor area, then such Owners or Occupiers must make an application and notify the Caretaker requesting permanent access to be programmed on to the individuals security fob.
- 19.11 The Committee will keep a registry of who has permanent access to the Level 25 outdoor area.
- 19.12 If an Owner or Occupier seeks to "one-off" or temporary access to the Level 25 outdoor area (i.e., for an social event), then the Owner or Occupier must notify and seek such access from the Caretaker (via front office reception).

20. TAPS

An Owner or Occupier of a Lot shall not waste water and shall see that all water taps in his Lot are promptly turned off after use. An Occupier using facilities or taps on Common Property shall ensure that taps are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month then the stopcock or such other similar device on the hot water system will be turned off.

21. WATER CLOSETS

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

22. FLOW METERS AND EQUIPMENT

- 22.1 Occupiers shall not interfere with any flow meter or other device used to measure hot water consumed in their Lot or on Common Property.
- 22.2 Any faults in flow meters or other devices should be reported by Occupiers to the Body Corporate through the Caretaker.

23. SUPPLY OF HOT WATER

- 23.1 If hot water is supplied through a central hot water system to the Lots and Common Property ("the Utility Service"), the Body Corporate may include in its levy notices an amount for energy costs for the central hot water system based on hot water usage. The Body Corporate may discontinue the supply of hot water to a Lot where payment for hot water is not received by the due date and the Body Corporate has allowed a reasonable amount of time for notice to the Occupier of the Lot that the service will be discontinued.
- 23.2 All enquiries regarding connection, disconnection and charges shall be directed to the Body Corporate Manager (or other person nominated by the Committee). Occupiers shall follow the directions of the Body Corporate Manager (or other person nominated by the Committee) with respect to the supply and use of the Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.
- 23.3 The Committee may make rules with respect to the supply of the Utility Service provided they are consistent with this By-law and the Act.
- 23.4 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Occupier or anyone who relies upon the supply of the hot water because of failure of the supply of the hot water due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 23.5 All Occupiers shall ensure that any hot water installation in their Lot is maintained free of any defect which is likely to cause damage. Subject to the Act, the Body Corporate shall be entitled to enter a Lot to inspect any hot water installations.

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23.6 For the purposes of ensuring the efficient and constant supply of the hot water to the Lots during any limitation in the supply of the hot water, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary.

- 23.7 The Body Corporate is not responsible for the accuracy or correct operation of any meter for the hot water for a Lot, other than its obligations under the Act. Owners shall ensure that no person associated with the occupation of their Lot interferes with any meter or equipment used for the supply or measure of supply of the hot water to a Lot. Where a fault is reported to the Body Corporate the Body Corporate must take steps as soon as reasonably practical to investigate the fault and have it remedied.
- 23.8 An invoice or notice will have been validly given to an Owner if the invoice or notice is sent to the last known address for the Owner known to the Body Corporate.

24. SECURITY

- 24.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.
- 24.2 The Committee:
 - 24.2.1 is responsible for control of the security system;
 - 24.2.2 may employ servants, agents or contractors to operate the system.
- 24.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:
 - 24.3.1 the issue of security access cards or data keys upon conditions, including payment of a deposit;
 - 24.3.2 the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
 - 24.3.3 the right to enter upon any part of the Scheme Land for the purposes of maintaining security;
 - 24.3.4 the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - 24.3.5 that parts of the Common Property be secured against entry by unauthorised persons; and
 - 24.3.6 that security patrols, locks and other security devices or procedures are used to implement or operate it.
- 24.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because: -
 - 24.4.1 the security system is not operating; and
 - 24.4.2 the security system fails to operate as intended.
- 24.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.
- 24.6 The Body Corporate may install and maintain a video security system and 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, the Caretaker or any relevant authority for the purposes of security for the building.

25. EXCLUSIVE USE - STORAGE AREAS

- 25.1 This exclusive use By-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of storage.
- 25.2 This By-law may attach to a Lot on the basis of an authorised allocation. The Occupier of the Lot for the time being to which this By-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 25.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

- 25.4 The Occupier with the right to the exclusive use area shall comply with the terms of any By-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.
- 25.5 The Owner of the Lot shall be responsible for keeping the exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space area and any locker, cage or enclosure on the storage space.
- 25.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 25.7 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the Lot Owner with the benefit of the allocation.
- 25.8 The Owner of the Lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However, the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

26. EXCLUSIVE USE - CAR PARKS

- 26.1 This exclusive use By-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of car parking.
- 26.2 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- 26.3 Each Owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. The Body Corporate shall remain responsible for the maintenance, operating costs and upkeep of the exclusive use areas however each Owner shall be responsible for the maintenance, operating costs and upkeep of any improvements erected on the exclusive use area for the benefit of the Occupier of the Lot such as storage cages, roller doors, opening mechanisms and locking devices.
- 26.4 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 26.5 The Owner of a Lot with the right to an exclusive use area under this By-law that has sufficient space for storage, may install a locking device cage or cupboard to secure the storage space provided the style, colour and design are approved by the Committee. However, the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

27. PABX CABLING

- 27.1 Should the Caretaker provide a PABX System for the Scheme, then insofar as may be reasonably necessary to facilitate operation of the PABX System, the Owner and Occupier of the Caretaker's Unit shall have the special right to be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in the manner satisfactory to the Committee and the PABX System equipment and wiring remains the property of the Caretaker.
- 27.2 The Occupier of the Caretaker's Unit shall be responsible for the maintenance and operating costs of the PABX System and wiring.
- 27.3 The PABX equipment and wiring for the PABX System on Common Property and Lots upon establishment of the Community Titles Scheme is the property of the Caretaker and does not become Common Property.
- 27.4 The Owner or Occupier of the Caretaker's Unit will have the authority to access Lots to repair, maintain or remove any of its equipment located in a Lot that is part of the PABX System telephone facility or the pay television audio-visual facility. Reasonable notice must be given to anyone in occupation of such Lot.

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27.5 The Body Corporate cannot limit the right of the Occupier of the Caretaker's Unit or the Owner of the Caretaker's Unit from deriving income from providing a PABX System to Owners and Occupiers in the building.

28. MANAGEMENT/LETTING UNIT

- 28.1 Lot 201 or such other Lot as nominated by the Caretaker to the Body Corporate in writing from time to time ("the Caretaker's Unit") may be used for:
 - 28.1.1 residential purposes;
 - 28.1.2 management of the Scheme Land;
 - 28.1.3 for the letting of Lots in the Scheme Land on behalf of Owners;
 - 28.1.4 the provision of such services as the Body Corporate may from time to time determine to occupants of Lots in the Scheme Land;
 - 28.1.5 laundry services;
 - 28.1.6 storage and back of house;
 - 28.1.7 the sale of Lots in Scheme Land; and
 - 28.1.8 any other lawful use.
- 28.2 Without derogating from the previous sub-clause, the Body Corporate has the power (and it is a function of the Body Corporate) to agree not to allow any person or corporation other than the Owner or Occupier of the Caretaker's Unit to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of Lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

29. POWER TO ENTER INTO AGREEMENTS

- 29.1 It is a function of the Body Corporate to enter into agreements or arrangements in relation to the following:
 - 29.1.1 an agreement with a letting agent that the letting agent has the exclusive right to carry out a Letting Service as defined in By-law 28 from the Scheme Land;
 - 29.1.2 an agreement with an energy provider to provide equipment for a central reticulated hot water supply;
 - 29.1.3 an agreement with the Caretaker and the Owner of the commercial Lot under the BMS to engage the Caretaker to carry out caretaking duties and/or administrative duties in relation to shared areas and shared facilities as well as other obligations of the Body Corporate under the BMS; and
 - 29.1.4 central electricity bulk supply agreement.
- 29.2 The Body Corporate has the power to enter into agreements such as those referred to in By-law 29.1.

30. SPECIAL RIGHT - RECEPTION AREA

- 30.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time shall have the special right for itself and its invitees to set down luggage and have people congregate in front of its reception desk for an area five metres extending out from the reception desk into the lobby area.
- 30.2 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law.

31. SPECIAL RIGHT - ALCOHOL

- 31.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time has the exclusive special right to use the Common Property to deliver alcoholic drinks to Occupiers in the building provided all relevant licensing laws are complied with.
- 31.2 The Body Corporate agrees to consent to any application required for the Occupier of the Caretaker's Unit to lawfully exercise its rights under this By-law and to not unreasonably withhold its consent to any request to a transfer of a liquor licence held by the Occupier of the Caretaker's Unit.

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31.3 To the extent the Body Corporate can do so, the Body Corporate agrees not to allow any other person the right to use the Common Property for the purposes of supplying alcoholic drinks to Owners and Occupiers.

31.4 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law.

32. SPECIAL RIGHT - SIGNS

- 32.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time has the special right to erect signs in the lobby, porte cochere, elevators and car park of the Scheme provided they are not distasteful and within the general architectural scheme of the Building. The Occupier of the Caretaker's Unit may include its brand name or mark on such signage.
- 32.2 No other Owner has the right to erect signage on the Common Property without the consent of the Occupier of the Caretaker's Unit.
- 32.3 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law; however, the Occupier of the Caretaker's Unit must ensure that signage is kept in good condition and will replace signage where it is in need of repair.

33. BMS

- 33.1 Owners and Occupiers shall obey the terms and conditions of the Building Management Statement to which the Body Corporate is a party.
- 33.2 If the Body Corporate agrees to amend the Building Management Statement, an Owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amendment of the Building Management Statement.

34. RECOVERY OF MONIES

If a person breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

35. RECOVERY OF COSTS

- 35.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:
 - 35.1.1 recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws;
 - 35.1.2 all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.
- 35.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- 35.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:
 - 35.3.1 may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - 35.3.2 enter such costs and expenses against the levy account of the Owner.
- 35.4 In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- 35.5 The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

36. AIR-CONDITIONING UNITS

The Owner of the Lot is responsible for maintaining the air-conditioning plant that is installed on the Common Property that relates only to supplying utility services to the Lot. The Owner must maintain the air-conditioning plant in good order and condition.

37. FIRE ALARM SYSTEM

- 37.1 An Occupier or Owner must not (and must ensure that a guest or invitee of the Owner or Occupier does not) carelessly, negligently or without reasonable grounds for doing so activate the fire alarm system (including room alarms, corridor manual call points, fire hoses, extinguishers and sprinkler systems).
- 37.2 If a person breaches By-law 37.1 and the Body Corporate spends or incurs money as a result of the breach of By-law 37.1, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

38. USE OF LIFTS

- 38.1 An Owner or Occupier must not (and must ensure that no guest or invitee of the Owner or Occupier does not) overload or use the lifts in a manner that could not reasonably be considered to be the reasonable use of the lift equipment.
- 38.2 If a person breaches By-law 38.1 and the Body Corporate spends or incurs money as a result of the breach of By-law 38.1 then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

39. SMOKING NOT ALLOWED

Smoking is prohibited at, in or on Common Property including but not limited to Recreation Facility, hallways, lifts, lobbies and other areas that form part of the Common Property of the Scheme.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

- 1. Each Lot in the Scheme is affected by the following statutory easements:
- 2. (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 Land Title Act 1994:
 - (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
 - (d) easement for shelter in accordance with Section 1150 of the Land Title Act 1994:
 - (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
 - (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

Service Location Diagrams

Service Location Diagrams will (if any) be included with this CMS when the services have been located and constructed in the Common Property.

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

EXCLUSIVE USE AREAS (REFER TO PLAN A & PLAN B)

Lot	Area	Purpose
Lot 201	126 & 127	Car Park
Lot 301	146 & 150	Car Park
Lot 302	302	Car Park
Lot 303	1	Car Park
Lot 304	128	Car Park
Lot 305	129	Car Park
Lot 306	304 & 306	Car Park
Lot 401	144 & 145	Car Park
Lot 402	130	Car Park

Lot	Area	Purpose
Lot 403	141	Car Park
Lot 404	298	Car Park
Lot 405	163	Car Park
Lot 406	142 & 143	Car Park
Lot 501	135 & 136	Car Park
Lot 502	166	Car Park
Lot 503	125	Car Park
Lot 504	271	Car Park
Lot 505	332	Car Park
Lot 506	133 & 134	Car Park
Lot 601	139 & 140	Car Park
Lot 602	95	Car Park
Lot 603	94	Car Park
Lot 604	93	Car Park
Lot 605	92	Car Park
Lot 606	137 & 138	Car Park
Lot 607	91	Car Park
Lot 608	90	Car Park
Lot 609	89	Car Park
Lot 610	88	Car Park
Lot 701	307 & 308	Car Park
Lot 702	87	Car Park
Lot 703	86	Car Park
Lot 704	85	Car Park
Lot 705	84	Car Park
Lot 706	303 & 305	Car Park
Lot 707	83	Car Park
Lot 708	82	Car Park
Lot 709	81	Car Park
Lot 710	80	Car Park
Lot 801	172 & 198	Car Park
Lot 802	79	Car Park
Lot 803	78	Car Park
Lot 804	58	Car Park
Lot 805	59	Car Park
Lot 806	173 & 196	Car Park
Lot 807	60	Car Park
Lot 808	61	Car Park
Lot 809	62	Car Park
Lot 810	63	Car Park
Lot 901	155 & 156	Car Park
Lot 902	64	Car Park
Lot 903	241	Car Park

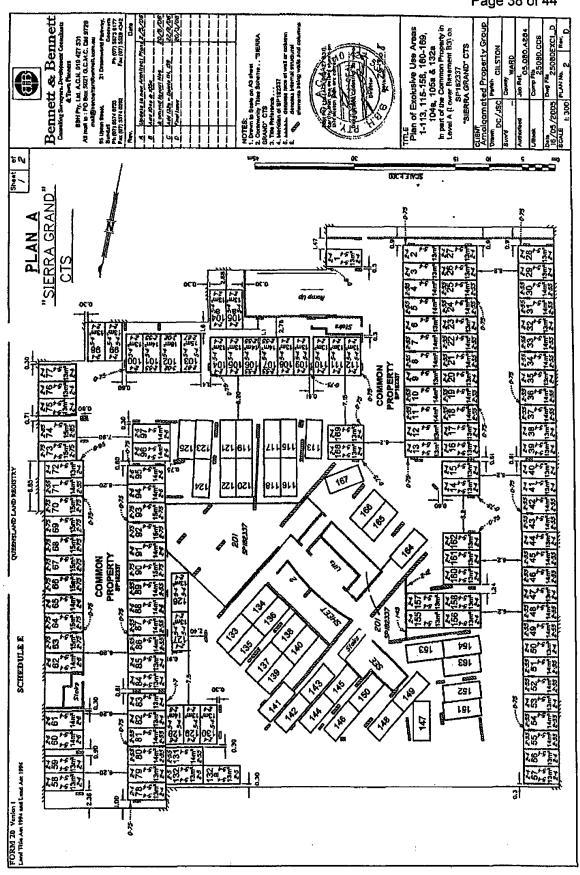
Lot	Area	Purpose
Lot 904	20	Car Park
Lot 905	67	Car Park
Lot 906	148 & 149	Car Park
Lot 907	68	Car Park
Lot 908	69	Car Park
Lot 909	70	Car Park
Lot 910	71	Car Park
Lot 1001	315 & 316	Car Park
Lot 1002	72	Car Park
Lot 1003	73	Car Park
Lot 1004	74	Car Park
Lot 1005	75	Car Park
Lot 1006	157 & 158	Car Park
Lot 1007	76	Car Park
Lot 1008	77	Car Park
Lot 1009	98	Car Park
Lot 1010	99	Car Park
Lot 1101	121 & 122	Car Pack
Lot 1102	100	Car Park
Lot 1103	101	Car Park
Lot 1104	102	Car Park
Lot 1105	103	Car Park
Lot 1106	123 & 124	Car Park
Lot 1107	104 & 104a	Car Park
Lot 1108	105 & 105a	Car Park
Lot 1109	106	Car Park
Lot 1110	107	Car Park
Lot 1201	279 & 280	Car Park
Lot 1202	108	Car Park
Lot 1203	109	Car Park
Lot 1204	110	Car Park
Lot 1205	111	Car Park
Lot 1206	119 & 120	Car Park
Lot 1207	112	Car Park
Lot 1208	33	Car Park
Lot 1209	29	Car Park
Lot 1210	30	Car Park
Lot 1301 .	96 & 97	Car Park
Lot 1302	31	Car Park
Lot 1303	28	Car Park
Lot 1304	32	Car Park
Lot 1305	34	Car Park
Lot 1306	115 & 116	Car Park

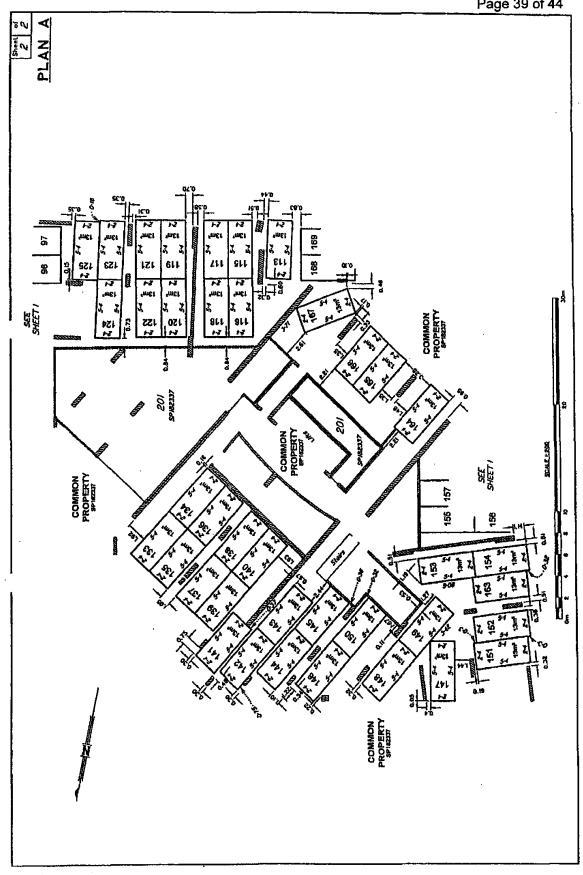
Lot	Area	Purpose
Lot 1307	35	Car Park
Lot 1308	36	Car Park
Lot 1309	37	Car Park
Lot 1310	38	Car Park
Lot 1401	311 &312	Car Park
Lot 1402	39	Car Park
Lot 1403	40	Car Park
Lot 1404	. 41	Car Park
Lot 1405	42	Car Park
Lot 1406	. 309 & 310	Car Park
Lot 1407	43	Car Park
Lot 1408	44	Car Park
Lot 1409	45	Car Park
Lot 1410	46	Car Park
Lot 1501	117 & 118	Car Park
Lot 1502	47	Car Park
Lot 1503	48	Car Park
Lot 1504	49	Car Park
Lot 1505	50	Car Park
Lot 1506	313 & 314	Car Park
Lot 1507	51	Car Park
Lot 1508	52	Car Park
Lot 1509	53	Car Park
Lot 1510	54	Car Park
Lot 1601	243 & 244	Car Park
Lot 1602	55	Car Park
Lot 1603	56	Car Park
Lot 1604	57	Car Park
Lot 1605	27	Car Park
Lot 1606	317 & 318	Car Park
Lot 1607	26	Car Park
Lot 1608	25	Car Park
Lot 1609	24	Car Park
Lot 1610	23	Car Park
Lot 1701	328 & 329	Car Park
Lot 1702	22	Car Park
Lot 1703	21	Car Park
Lot 1704	65 & 66	Car Park
Lot 1705	19	Car Park
Lot 1706	330 & 331	Car Park
Lot 1707	18	Car Park
Lot 1708	17	Car Park
Lot 1709	16	Car Park

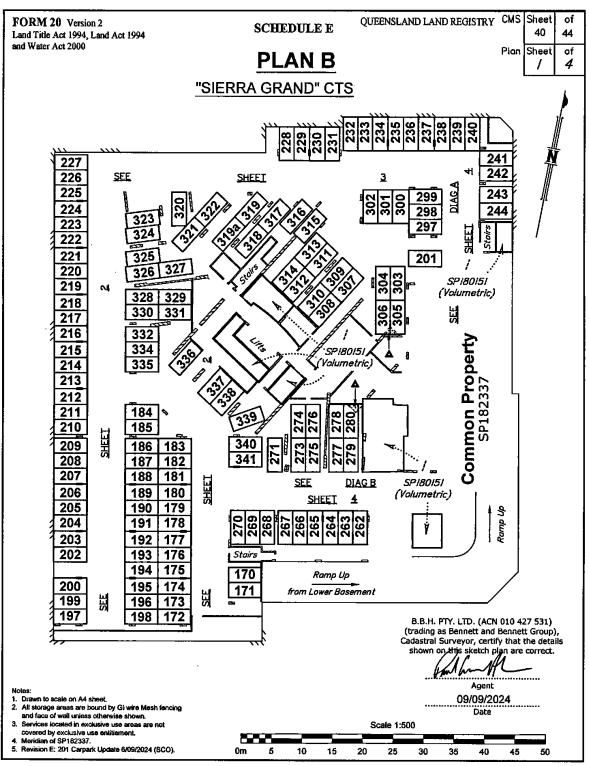
Lot	Area	Purpose
Lot 1710	15	Car Park
Lot 1801	277 & 278	Car Park
Lot 1802	14	Car Park
Lot 1803	162	Car Park
Lot 1804	161	Car Park
Lot 1805	152	Car Park
Lot 1806	321 & 322	Car Park
Lot 1807	151	Car Park
Lot 1808	131	Car Park
Lot 1809	132 & 132a	Car Park
Lot 1810	242	Car Park
Lot 1901	273 & 274	Car Park
Lot 1902	147	Car Park
Lot 1903	240	Car Park
Lot 1904	239	Car Park
Lot 1905	320	Car Park
Lot 1906	275 & 276	Car Park
Lot 1907	262	Car Park
Lot 1908	339	Car Park
Lot 1909	169	Car Park
Lot 1910	170	Car Park
Lot 2001	326 & 327	Car Park
Lot 2002	197	Car Park
Lot 2003	113	Car Park
Lot 2004	199	Car Park
Lot 2005	200	Car Park
Lot 2006	153 & 154	Car Park
Lot 2007	201	Car Park
Lot 2008	202	Car Park
Lot 2009	203	Car Park
Lot 2010	204	Car Park
Lot 2101	4 & 5	Car Park
Lot 2102	205	Car Park
Lot 2103	206	Car Park
Lot 2104	207	Car Park
Lot 2105	208	Car Park
Lot 2106	2&3	Car Park
Lot 2107	209	Car Park
Lot 2108	210	Car Park
Lot 2109	211	Car Park
Lot 2110	212	Car Park
Lot 2201	8 & 9	Car Park
Lot 2202	213	Car Park

Lot	Area	Purpose
Lot 2203	214	Car Park
Lot 2204	215	Car Park
Lot 2205	216	Car Park
Lot 2206	233 & 234	Car Park
Lot 2207	217	Car Park
Lot 2208	218	Car Park
Lot 2209	219	Car Park
Lot 2210	220	Car Park
Lot 2301	12 & 13	Car Park
Lot 2302	221	Car Park
Lot 2303	222	Car Park
Lot 2304	223	Car Park
Lot 2305	224	Car Park
Lot 2306	10 & 11	Car Park
Lot 2307	225	Car Park
Lot 2308	226	Car Park
Lot 2309	171	Car Park
Lot 2310	297	Car Park
Lot 2401	174 & 195	Car Park
Lot 2402	325	Car Park
Lot 2403	324	Car Park
Lot 2404	323	Car Park
Lot 2405	319 & 319a	Car Park
Lot 2406	193 & 194	Car Park
Lot 2407	160	Car Park
Lot 2408	301	Car Park
Lot 2409	300	Car Park
Lot 2410	299	Car Park
Lot 2501	191 & 192	Car Park
Lot 2502	227	Car Park
Lot 2503	228	Car Park
Lot 2504	229	Car Park
Lot 2505	230	Car Park
Lot 2506	189 & 190	Car Park
Lot 2601	187 & 188	Car Park
Lot 2602	231	Car Park
Lot 2603	232	Car Park
Lot 2604	6	Car Park
Lot 2605	7	Car Park
Lot 2606	185 & 186	Car Park
Lot 2701	183 & 184	Car Park
Lot 2702	235	Car Park
Lot 2703	236	Car Park

Lot	Area	Purpose
Lot 2704	237	Car Park
Lot 2705	238	Car Park
Lot 2706	334 & 335	Car Park
Lot 2801	265 & 266	Car Park
Lot 2802	263 & 264	Car Park
Lot 2803	269 & 270	Car Park
Lot 2804	267 & 268	Car Park
Lot 2901	179 & 180	Car Park
Lot 2902	177 & 178	Car Park
Lot 2903	175 & 176	Car Park
Lot 2904	181 & 182	Car Park
Lot 3001	337 & 338	Car Park
Lot 3002	164 & 165	Car Park
Lot 3003	167 & 168	Car Park
Lot 3004	340 & 341	Car Park









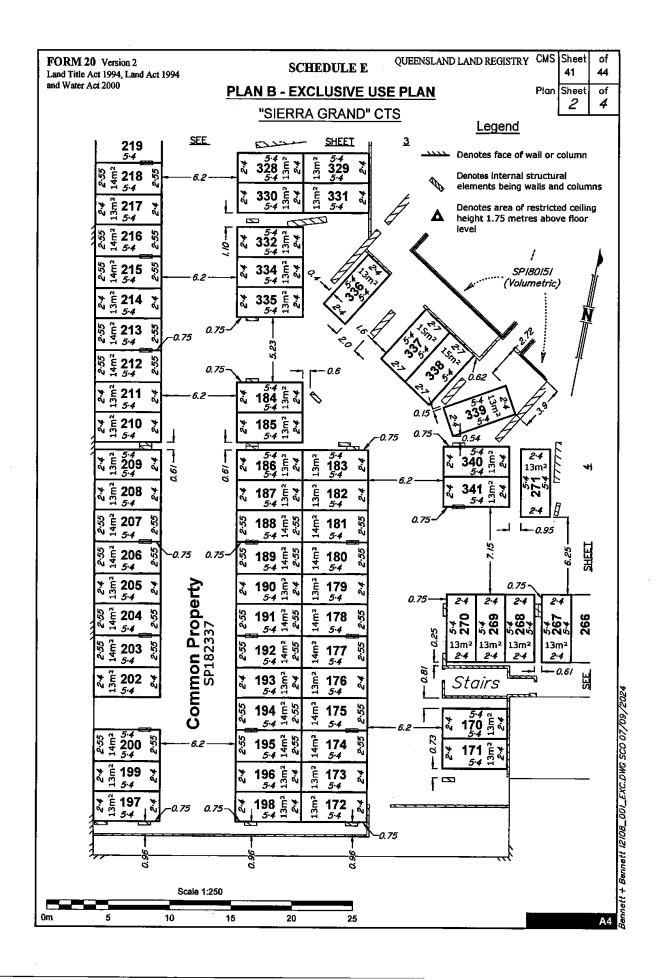
PO Box 5021, GCMC QLD 9726 Ph: (07) 5631 8000 mail@bennettandbennett.com.au

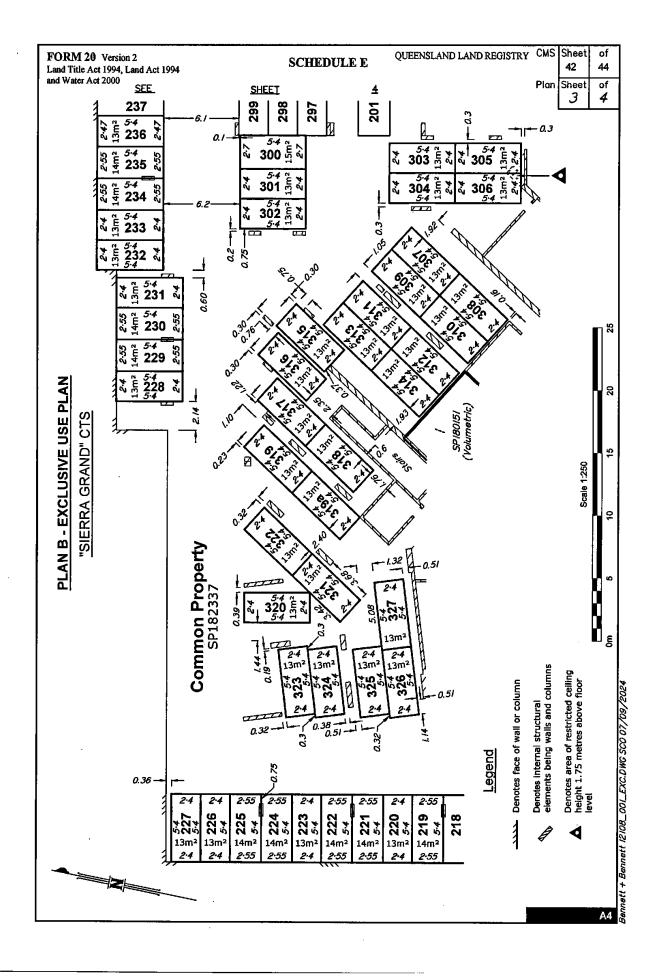
Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS
WWW.bennettandbennett.com.au

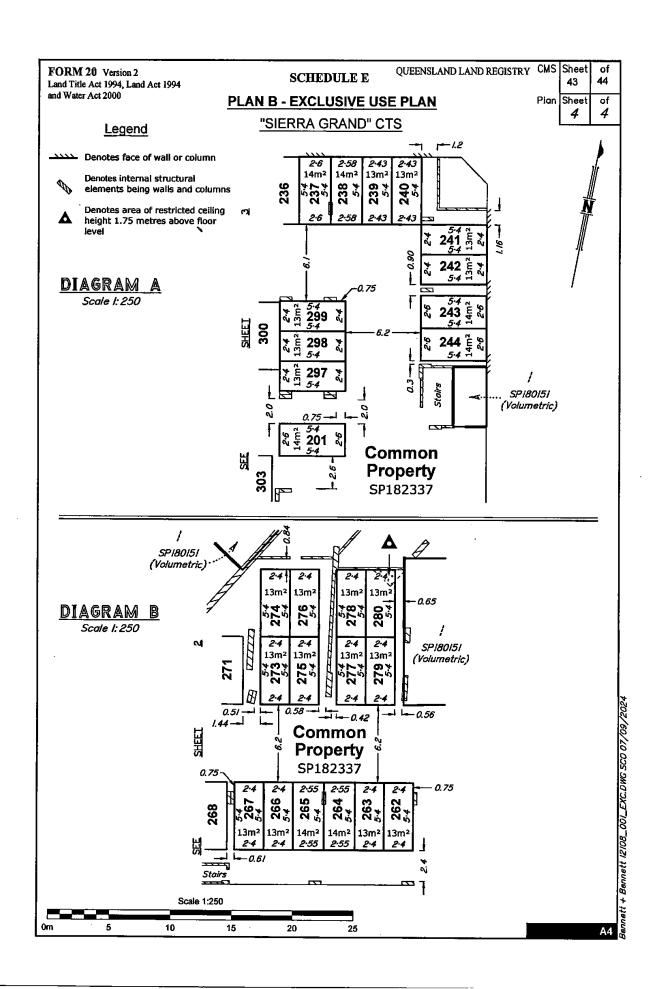
Title: Plan of Exclusive Use Areas 170-244, 262-271, 273-280, 297-332, 334-341 & 319a

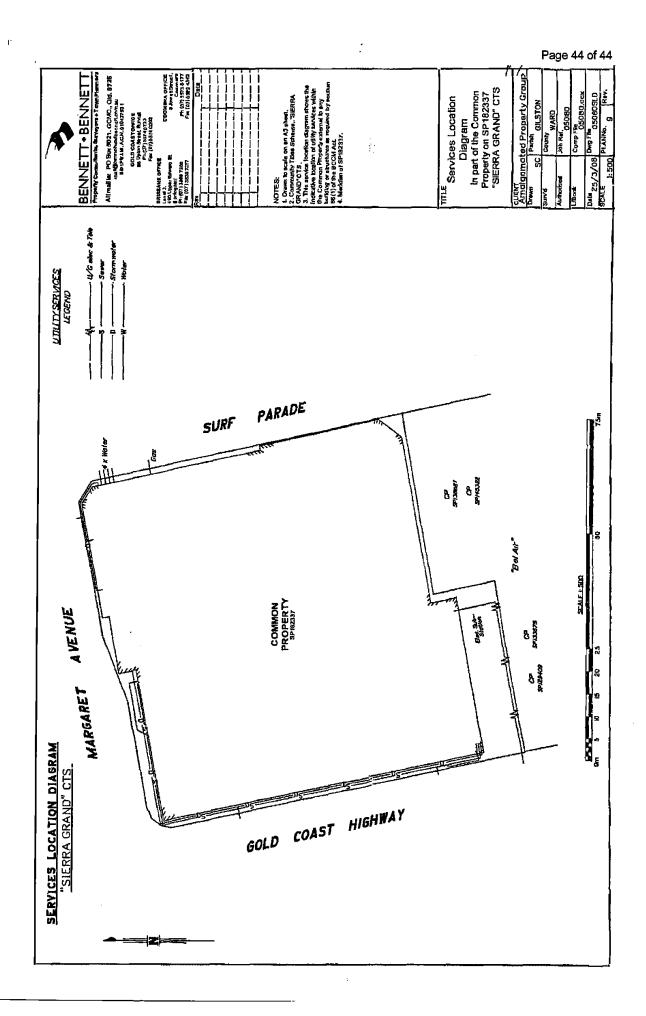
in part of the Common Property on Level B (Basement Level B2) on SP182337 "SIERRA GRAND" CTS

Client:	AMALGAMATED PROPERTY GROUP		
Locality:	BROADBEAC	Н	
Local Gov:	GCCC	Prepared By:	SCO
Surveyed By:	SF	Approved:	SF
Date Created;	7/09/2024	Scale:	1:500
Comp File:	12108.Project		
Plan No:	12108_001	_EXC	











Registration Confirmation Statement

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Lodger Code: EL 028E

OKEEFE MAHONEY BENNETT 3/26 LAWSON STREET SOUTHPORT QLD 4215

Title Reference:	50713205
Lodgement No:	6448060
Office:	ELECT LODGEMENT

This is the current status of the title as at 10:48 on 30/10/2024

LAND DESCRIPTION

COMMON PROPERTY OF SIERRA GRAND COMMUNITY TITLES SCHEME 38268

COMMUNITY MANAGEMENT STATEMENT 38268

Local Government: GOLD COAST

REGISTERED OWNER

Dealing No: 711544306 02/04/2008

BODY CORPORATE FOR SIERRA GRAND COMMUNITY TITLES

SCHEME 38268

THE (NUU) CO PTY LTD

PO BOX 8205

GOLD COAST MAIL CENTRE QLD 9726

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by

Deed of Grant No. 13580180 (ALLOT 1 SEC 36)

Deed of Grant No. 14525096 (ALLOT 2 SEC 36)

Deed of Grant No. 14525097 (ALLOT 3 SEC 36)

Deed of Grant No. 14525098 (ALLOT 4 SEC 36)

Deed of Grant No. 15166214 (ALLOT 5 SEC 36) Deed of Grant No. 15166215 (ALLOT 6 SEC 36)

Deed of Grant No. 15166216 (ALLOT 24 SEC 36)

Deed of Grant No. 15166217 (ALLOT 25 SEC 36)

Deed of Grant No. 15166218 (ALLOT 26 SEC 36)

Deed of Grant No. 15166219 (ALLOT 27 SEC 36)

- 2. BUILDING MANAGEMENT STATEMENT No 711540256 31/03/2008 at 16:39 benefiting and burdening the lot
- 3. REQUEST FOR NEW CMS No 721369278 22/12/2021 at 12:04
 New COMMUNITY MANAGEMENT STATEMENT 38268
 ACCOMMODATION MODULE
- 4. REQUEST FOR NEW CMS No 723609766 18/10/2024 at 12:39
 New COMMUNITY MANAGEMENT STATEMENT 38268
 ACCOMMODATION MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

TITLES QUEENSLAND - CONTACT CENTRE:

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

Title Reference: 50713205

DEALINGS REGISTERED

723609766 NEW CMS 28.10.2024 -02/DK: 2402633

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

www.titlesqld.com.au

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