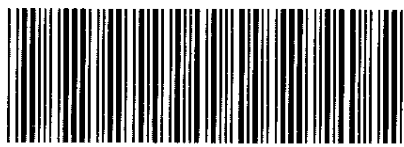


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GC 470

Maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

1. Nature of request

REQUEST FOR RECORDING NEW COMMUNITY MANAGEMENT STATEMENT FOR VICTORIA SQUARE COMMUNITY TITLES SCHEME 5721

Lodger (Name, address & phone number) Lodger Code

Short Punch & Greatorix Lawyers
P O Box 5164 GCMC QLD 9726
Phone: (07) 5538 2277
Ref: MIB:AJS:1716042
GC30

2. Lot on Plan Description

Common Property of Victoria Square Community Titles Scheme 5721

County

WARD

Parish

GILSTON

Title Reference

19209606

3. Registered Proprietor/State Lessee

Body Corporate for Victoria Square Community Titles Scheme 5721

4. Interest

FEE SIMPLE

5. Applicant


Body Corporate for Victoria Square Community Titles Scheme 5721

6. Request

I hereby request that: The new Community Management Statement deposited herewith which amends Schedule C - By-Laws and Schedule E - the Exclusive Use allocation of the existing CMS, be recorded as the new Community Management Statement for Victoria Square Community Titles Scheme 5721.

7. Execution by applicant

26/07/2018
Execution Date


..... Andrew John Such
Applicant's Solicitor's Signature

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

5721

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

- Schedule A - Schedule of Lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of Exclusive Use areas

1. **Name of community titles scheme**
VICTORIA SQUARE COMMUNITY
TITLES SCHEME 5721

2. **Regulation module**
ACCOMMODATION MODULE

3. **Name of body corporate**
BODY CORPORATE FOR VICTORIA SQUARE COMMUNITY TITLES SCHEME 5721

4. **Scheme land**

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

5. ***Name and address of original Owner**
Not Applicable

6. **Reference to plan lodged with this statement**
Not Applicable

first community management statement only



7. **Local Government community management statement notation**

Not Applicable pursuant to Section 60 (6) of the Body Corporate and Community Management Act 1997

8. **Execution by original Owner/Consent of body corporate**



23/7/18
Execution Date

 chairperson
.....
Committee Member

.....
Committee Member

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

Title Reference 19209606

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Victoria Square Community Titles Scheme 5721	Ward	Gilston	19209606
Lot 1 in BUP 9606	Ward	Gilston	17416004
Lot 2 in SP236822	Ward	Gilston	50832896
Lot 3 in SP236822	Ward	Gilston	50832897
Lot 4 in BUP 9606	Ward	Gilston	17416007
Lot 5 in BUP 9606	Ward	Gilston	17416008
Lot 6 in BUP 9606	Ward	Gilston	17416009
Lot 7 in BUP 9606	Ward	Gilston	17416010
Lot 8 in BUP 9606	Ward	Gilston	17416011
Lot 9 in BUP 9606	Ward	Gilston	17416012
Lot 10 in BUP 9606	Ward	Gilston	17416013
Lot 11 in BUP 9606	Ward	Gilston	17416014
Lot 12 in BUP 9606	Ward	Gilston	17416015
Lot 13 in BUP 9606	Ward	Gilston	17416016
Lot 14 in BUP 9606	Ward	Gilston	17416017
Lot 15 in BUP 9606	Ward	Gilston	17416018
Lot 16 in BUP 9606	Ward	Gilston	17416019
Lot 17 in BUP 9606	Ward	Gilston	17416020
Lot 18 in BUP 9606	Ward	Gilston	17416021
Lot 19 in BUP 9606	Ward	Gilston	17416022
Lot 20 in BUP 9606	Ward	Gilston	17416023
Lot 21 in BUP 9606	Ward	Gilston	17416024
Lot 23 in BUP 9606	Ward	Gilston	17416026
Lot 24 in BUP 9606	Ward	Gilston	17416027
Lot 25 in BUP 9606	Ward	Gilston	17416028
Lot 26 in BUP 9606	Ward	Gilston	17416029
Lot 27 in BUP 9606	Ward	Gilston	17416030
Lot 28 in BUP 9606	Ward	Gilston	17416031
Lot 29 in BUP 9606	Ward	Gilston	17416032
Lot 30 in BUP 9606	Ward	Gilston	17416033
Lot 31 in BUP 9606	Ward	Gilston	17416034
Lot 32 in BUP 9606	Ward	Gilston	17416035
Lot 33 in BUP 9606	Ward	Gilston	17416036
Lot 34 in BUP 9606	Ward	Gilston	17416037
Lot 35 in BUP 9606	Ward	Gilston	17416038
Lot 36 in BUP 9606	Ward	Gilston	17416039
Lot 37 in BUP 9606	Ward	Gilston	17416040
Lot 38 in BUP 9606	Ward	Gilston	17416041
Lot 39 in BUP 9606	Ward	Gilston	17416042
Lot 40 in BUP 9606	Ward	Gilston	17416043
Lot 41 in BUP 9606	Ward	Gilston	17416044
Lot 42 in BUP 9606	Ward	Gilston	17416045
Lot 43 in BUP 9606	Ward	Gilston	17416046
Lot 44 in BUP 9606	Ward	Gilston	17416047
Lot 45 in BUP 9606	Ward	Gilston	17416048
Lot 46 in BUP 9606	Ward	Gilston	17416049
Lot 47 in BUP 9606	Ward	Gilston	17416050
Lot 48 in BUP 9606	Ward	Gilston	17416051
Lot 49 in BUP 9606	Ward	Gilston	17416052
Lot 50 in BUP 9606	Ward	Gilston	17416053

Title Reference 19209606

Lot 51 in BUP 9606	Ward	Gilston	17418054
Lot 52 in BUP 9606	Ward	Gilston	17418055
Lot 53 in BUP 9606	Ward	Gilston	17418056
Lot 54 in BUP 9606	Ward	Gilston	17418057
Lot 55 in BUP 9606	Ward	Gilston	17418058
Lot 56 in BUP 9606	Ward	Gilston	17418059
Lot 57 in BUP 9606	Ward	Gilston	17418060
Lot 58 in BUP 9606	Ward	Gilston	50392598
Lot 59 in BUP 9606	Ward	Gilston	17418062
Lot 60 in BUP 9606	Ward	Gilston	17418063
Lot 61 in BUP 9606	Ward	Gilston	17418064
Lot 62 in BUP 9606	Ward	Gilston	17418065
Lot 63 in BUP 9606	Ward	Gilston	17418066
Lot 64 in BUP 9606	Ward	Gilston	17418067
Lot 65 in BUP 9606	Ward	Gilston	17418068
Lot 66 in BUP 9606	Ward	Gilston	17418069
Lot 67 in BUP 9606	Ward	Gilston	17418070
Lot 68 in BUP 9606	Ward	Gilston	17418071
Lot 69 in BUP 9606	Ward	Gilston	17418072
Lot 70 in BUP 9606	Ward	Gilston	17418073
Lot 71 in BRP 100678	Ward	Gilston	50012766
Lot 73 in BRP 100678	Ward	Gilston	50012768
Lot 74 in BRP 100678	Ward	Gilston	50012769
Lot 75 in BRP 100678	Ward	Gilston	50012770
Lot 76 in BRP 100678	Ward	Gilston	50012771
Lot 77 in BRP 100678	Ward	Gilston	50012772
Lot 78 in BRP 103677	Ward	Gilston	50106318
Lot 79 in BRP 103677	Ward	Gilston	50106319

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 in BUP 9606	54	54
Lot 2 in SP236822	59	59
Lot 3 in SP236822	58	58
Lot 4 in BUP 9606	21	21
Lot 5 in BUP 9606	55	55
Lot 6 in BUP 9606	56	56
Lot 7 in BUP 9606	30	30
Lot 8 in BUP 9606	39	39
Lot 9 in BUP 9606	62	62
Lot 10 in BUP 9606	62	62
Lot 11 in BUP 9606	156	156
Lot 12 in BUP 9606	77	77
Lot 13 in BUP 9606	64	64
Lot 14 in BUP 9606	70	70
Lot 15 in BUP 9606	61	61
Lot 16 in BUP 9606	63	63
Lot 17 in BUP 9606	69	69
Lot 18 in BUP 9606	61	61
Lot 19 in BUP 9606	74	74
Lot 20 in BUP 9606	24	24
Lot 21 in BUP 9606	440	440
Lot 23 in BUP 9606	31	31
Lot 24 in BUP 9606	229	229
Lot 25 in BUP 9606	141	141
Lot 26 in BUP 9606	141	141
Lot 27 in BUP 9606	141	141
Lot 28 in BUP 9606	143	143
Lot 29 in BUP 9606	143	143
Lot 30 in BUP 9606	143	143
Lot 31 in BUP 9606	145	145
Lot 32 in BUP 9606	145	145
Lot 33 in BUP 9606	145	145
Lot 34 in BUP 9606	147	147
Lot 35 in BUP 9606	147	147
Lot 36 in BUP 9606	147	147
Lot 37 in BUP 9606	149	149
Lot 38 in BUP 9606	149	149
Lot 39 in BUP 9606	149	149
Lot 40 in BUP 9606	151	151
Lot 41 in BUP 9606	151	151
Lot 42 in BUP 9606	151	151
Lot 43 in BUP 9606	153	153
Lot 44 in BUP 9606	153	153
Lot 45 in BUP 9606	153	153
Lot 46 in BUP 9606	155	155
Lot 47 in BUP 9606	155	155
Lot 48 in BUP 9606	155	155
Lot 49 in BUP 9606	157	157
Lot 50 in BUP 9606	157	157
Lot 51 in BUP 9606	157	157
Lot 52 in BUP 9606	159	159
Lot 53 in BUP 9606	159	159
Lot 54 in BUP 9606	159	159
Lot 55 in BUP 9606	161	161
Lot 56 in BUP 9606	161	161
Lot 57 in BUP 9606	161	161

Lot 58 in BUP 9606	163	163
Lot 59 in BUP 9606	163	163
Lot 60 in BUP 9606	163	163
Lot 61 in BUP 9606	165	165
Lot 62 in BUP 9606	165	165
Lot 63 in BUP 9606	165	165
Lot 64 in BUP 9606	167	167
Lot 65 in BUP 9606	167	167
Lot 66 in BUP 9606	167	167
Lot 67 in BUP 9606	169	169
Lot 68 in BUP 9606	169	169
Lot 69 in BUP 9606	169	169
Lot 70 in BUP 9606	260	260
Lot 71 in BRP 100678	149	149
Lot 73 in BRP 100678	134	134
Lot 74 in BRP 100678	225	225
Lot 75 in BRP 100678	56	56
Lot 76 in BRP 100678	61	61
Lot 77 in BRP 100678	61	61
Lot 78 in BRP 103677	51	51
Lot 79 in BRP 103677	113	113
TOTALS	10,000	10,000

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C	BY-LAWS
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1. Definitions**Dictionary**

Act	means the Body Corporate and Community Management Act 1997.
Body Corporate	has the same meaning as in the Act.
Committee	has the same meaning as in the Act.
Commissioner	has the same meaning as in the Act.
Common Property	has the same meaning as in the Act.
Invitee	any person on the Scheme Land with the permission of an Occupier.
Lot	has the same meaning as in the Act.
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot.
Owner	has the same meaning as in the Act.
Scheme Land	has the same meaning as in the Act.
Window Covering	curtain, blind, Venetian or roller shade.

Rules for Interpretation

In these by-laws unless the context indicates a contrary intention:-

- (a) words denoting any gender include all genders
- (b) the singular number includes the plural and vice versa
- (c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors
- (d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- (e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally
- (f) references to any legislation includes any legislation which amends or replaces that legislation
- (g) headings are included for convenience only and will not affect the interpretation of these by-laws
- (h) a reference to any thing includes the whole or each part of it, and
- (i) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- (a) An Owner or Occupier must not upon the Scheme Land create noise that unreasonably interferes with the peaceful use and enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Without derogating from the generality of by-law 2.1 no Owner or Occupier of a Lot shall hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier of a Lot at any time of the day or night and in particular shall comply in all respects with the Environmental Protection Act 1994, including any associated regulations, replacing or amending legislation or any instrument that can be said to be a derivative thereof either now or in the future, and any relevant direction provided by the police or local authority.
- (c) In the event of any unavoidable noise in a Lot at any time the relevant Owner or Occupier must take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of the Lot and also such further steps as may be within their power for the same purpose.
- (d) Guests, invitees and the like leaving after 11:00pm shall be requested by their hosts to leave quietly.
- (e) Quietness must be observed when an Owner or Occupier of a Lot returns to the Lot late at night or early morning hours.*

3. VEHICLES

An Occupier must not park any vehicle upon Common Property except:-

- (a) with the consent in writing of the Body Corporate Committee, or
- (b) where authorised by an exclusive use by-law

4. OBSTRUCTION

An Occupier must not obstruct lawful use of Common Property by any other person.

5. DEPOSITING RUBBISH ETC ON COMMON PROPERTY

An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

6. GARBAGE DISPOSAL

- (a) The Occupier 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 that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- (b) The Occupier must:-
 - i. comply with all local government local laws about disposal of garbage, and
 - ii. ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

7. DAMAGE TO LAWNS ETC ON COMMON PROPERTY

An Occupier must not:-

- (a) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
- (b) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

8. DAMAGE TO COMMON PROPERTY

- (a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property except with the consent in writing of the Body Corporate Committee.
- (b) This by-law does not prevent an Owner from installing:-
 - i. any lock or other safety device for the protection of a Lot against intruders, or
 - ii. any screen or other device to prevent entry of animals or insects to the Lot.
 - iii. The locking, safety device, screen or other device must be constructed in a workman like manner and maintained in a state of good and serviceable repair by the Owner. It must not detract from the amenity of the Scheme Land.

9. ALTERATIONS TO THE LOT

- (a) An Occupier must not made a change to the external appearance of a Lot or make any structural alterations to a Lot (including any alterations to gas, water, electrical installations or work for the purpose of enclosing in any many whatsoever the balcony of any Lot and including the installation of any air conditioning system), except with the consent in writing of the Body Corporate Committee.
- (b) Prior to the Body Corporate Committee giving its consent, it may request an engineer's report be obtained at the cost of the Occupier seeking the consent referred to in by-law 9(a) in relation to the effect on the structural integrity of the building.

10. WINDOW AND FLOOR COVERINGS

- (a) An Owner must not have window coverings visible from outside the Lot unless those window coverings have a white backing, or unless the window covering has a design approved in writing by the Body Corporate.
- (b) The Body Corporate requires that Lot Owners maintain a high standard of sound proofing in their Lots.
- (c) A Lot Owner and/or Occupier may replace any carpet laid in the Lot with carpet but must not otherwise remove any existing flooring or floor coverings or install, or cause to be installed, any hard flooring including, without limitation, polishing the concrete or installing tiles, wooden floorboards or any other hard surface or material ('Flooring'), or otherwise interfere with any other acoustic treatments or acoustic sensitive areas without obtaining prior written consent of the Body Corporate Committee, and, where necessary or applicable, the prior written consent of any relevant authority.
- (d) When seeking the Body Corporate's consent, the Owner or Occupier must provide:
 - (i) a written proposal of the work to be carried out which must set out the type of specifications of the material to be used together with the details of sound-proofing materials to be incorporated in the new Flooring sought; and
 - (ii) a written assurance from the Owner or Occupier's supplier that the product proposed to be used in the application for the purposes of such Flooring meets the minimum requirements of these by-laws and any other conditions imposed by the Body Corporate from time to time.
- (e) In determining an application under by-law 10(c) the Body Corporate must ensure that the application complies with the following minimum requirements:
 - (iii) The Flooring must be installed in such a manner and with such materials as to achieve a three (3) star rating ('Star Rating') as determined in accordance with the Association of Australian Acoustical Consultants ('AAAC') per the AAAC Guideline for Apartments and Townhouse Acoustic Rating 2010, or failing its operation, the equivalent rating in any replacing or amending instrument or any instrument that can be said to be a derivative thereof either now or in the future, or the standardised weighted impact sound pressure level ('Sound Pressure Level'), commonly denoted as L_{nT,w}, which can be said to be the approximate equivalent of the Star Rating.
 - (iv) The Flooring must have an acoustic underlay of a thickness or material as necessary to satisfy by-law 10(e)(i) and supporting evidence that this underlay will not crush or otherwise decay or deteriorate over time to such a degree that could be construed to be unreasonable as opposed to a reasonable rate of fair wear and tear expected of similar product on the market.
 - (v) *The Flooring is to be installed by an installer relevantly trained and qualified in the laying of acoustic/hard floor systems.*
- (f) Following the installation of the Flooring, the Owner or Occupier must at its costs have the applicable Star Rating or equivalent Sound Pressure Level determined by a field test conducted by an accredited acoustic consultant approved by the Body Corporate. The Owner or Occupier will provide a copy of the consultant's report to the Body Corporate Committee within seven (7) days of receiving it.
- (g) Where the determined Star Rating or Sound Pressure Level of the completed Flooring is less than the level detailed in by-law 10(e)(i), the Owner or Occupier must, within a reasonable time and at its cost, cause the removal of the Flooring to comply with the requirements in that by-law. Following any such remedial action being taken, the provisions of by-law 10(f) must again be complied with by the Owner or Occupier.

- (h) Where the Flooring is installed and the determined Star Rating or Sound Pressure Level complies with the requirements of by-law 10(e)(i) and any other conditions imposed by the Body Corporate, the Body Corporate or its representative must notify the Body Corporate's insurers of the installation of the Flooring and the Owner or Occupier, whichever as may be applicable, will be liable for any increase in premium as a result of the installation of the Flooring.
- (i) If the Body Corporate is not reasonably satisfied that the proposed Flooring will not create a nuisance to other Lot Owners or Occupiers that is likely to disturb the peaceful enjoyment of that Lot or those Lots, then the Body Corporate Committee shall give notice to the applicant in writing notifying such that its application is not satisfactory.
- (j) The applicant shall be entitled to amend its application by changing the materials sought to be used and/or the sound proofing materials to be incorporated into the proposed Flooring until such time as its application is approved.
- (k) If the Body Corporate is satisfied with the application it shall give consent in writing to the applicant.
- (l) An Owner or Occupier of a Lot must allow a representative of the Body Corporate to inspect the Flooring at any reasonable time while the Flooring is being laid and when the Flooring has been completed.

11. APPEARANCE OF LOT

An Occupier must not hang any washing, towel, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the consent in writing of the Body Corporate Committee.

12. MAINTENANCE OF LOTS

Each Owner must ensure that his Lot is kept and maintained so as to not to be offensive in appearance to other Occupiers.

13. STORAGE OF FLAMMABLE LIQUIDS ETC.

An Occupier must not bring to, do or keep on a Lot anything which increase the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.

14. KEEPING ANIMALS

- (a) This By-Law is subject to Section 181 of the Act.
- (b) An Owner or Occupier is only entitled to keep an animal on a Lot on the condition that they obtain the prior written consent of the Body Corporate.
- (c) It is the responsibility of the Owner or Occupier in applying for consent pursuant to By-law 14.2 to provide sufficient information to the Committee to enable a decision to be made having regard to:
 - (i) the factors listed in By-law 14.4; and
 - (ii) any other matters as requested by the Body Corporate relevant to considering whether approval should be granted.
- (d) Any approval granted by the Committee for an animal will be subject to the following conditions:
 - (i) The animal must be toilet trained and domesticated.
 - (ii) A tenant of a Lot must provide to the Body Corporate:
 - a. written approval from the Lot Owner consenting to an animal being kept within that Lot signed by the Lot Owner;
 - b. if any regulation requires the animal to be registered with the Gold Coast City Council, evidence of registration; and
 - c. a photo of the animal, 14 days prior to the animal being kept in the Lot.
 - (iii) An Owner of a Lot must provide to the Committee:
 - a. if any regulation requires the animal to be registered with the Gold Coast City Council, evidence of registration; and
 - b. a photo of the animal, 14 days prior to the animal being kept in the Lot.

- (iv) The animal must not cause a nuisance to, or unreasonably interfere with the use and enjoyment of a lot or the common property by another person.
 - (v) The animal is only permitted on the Common Property for the purpose of ingress or egress to a Lot.
 - (vi) An animal must not cross over any of the areas of the Common Property inside the building including the main foyer, the lifts or hallways unless it is being carried or restrained.
 - (vii) If the animal defecates whilst on the Common Property (which must not be encouraged by the Owner of the animal) or otherwise causes a mess, any waste or mess caused by the animal must be disposed of or cleaned accordingly in a hygienic manner.
 - (viii) Where the animal is a cat or a dog, the animal must wear an identification tag clearly showing the owners' unit number, address and telephone number.
 - (ix) Where the animal is a cat it must wear a collar bell.
 - (x) The animal must be desexed and possess a microchip as if it were an applicable cat or dog as regulated by the Animal Management (Cats and Dogs) Act 2008 unless it is not reasonably feasible.
 - a. The Owner or Occupier must provide evidence of recent veterinary treatment of the animal for fleas, ticks, worms or other parasites unless it is not reasonably feasible or applicable.
- (e) For the purposes of this By-law, all references to the word animal within this By-law include birds and fish.

15. BEHAVIOUR OF INVITEES

- (a) Occupiers must take all reasonable steps to ensure that their invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property
- (b) Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

16. USE OF RECREATIONAL FACILITIES

An Occupier must not use the recreational facilities on the Common Property between 10pm and 7am, except with the consent in writing of the Body Corporate Committee.

17. USE OF LOTS

- (a) Each residential Lot shall be used for residential purposes only and each non-residential Lot shall be used only for the purposes for which they can be used legally without any breach of any local government by-law or any other relevant governmental or semi-governmental by-law statute or other requirement.
- (b) During such time as the Owner of that Lot in the building which has the written approval of the Body Corporate and any necessary governmental or semi-governmental consents to allow the use of such Lot both for residential purposes and for the purposes of management of the building and for the sale or letting of the residential lots in the building on behalf of Owners, and the rendering of such services to occupants of residential lots in the building as are authorised in writing by the Body Corporate, such Owner may without the consent of the Body Corporate Committee display signs or notices for the purposes of offering for sale or for lease or for letting any residential Lot in the building. For the purposes aforesaid, the Body Corporate shall have power to grant to the Owner of such Lot in the building, the right to carry on in the building the business of letting of residential lots in the building and for that purpose to enter into appropriate agreements on such terms and conditions as the Body Corporate may deem fit. For the purposes of this by-law, the Owner of the management Lot shall include a company in which the registered owner of the management Lot is a director or shareholder.

18. RECOVERY BY BODY CORPORATE

Where the Body Corporate spends money to repair damage caused by a breach of the Act or these by-laws by any Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

19. RECOVERY OF COSTS

An owner must pay on demand the whole of the body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (a) recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

20. SECURITY

- (a) An Occupier shall not disclose to any party any information nor do anything which may in any way adversely affect the security system which shall apply to the Scheme Land.
- (b) The Body Corporate Committee may make rules, not inconsistent with these by-laws, relating to the security requirements from time to time and the same shall be observed by all Occupiers.

21. EXCLUSIVE USE OF RESIDENTIAL CAR SPACES

- (a) The Owners for the time being of each residential Lot shall be entitled to the exclusive use for himself and his licensees of the car space or spaces identified in Schedule E and on the attached plan marked "A" the identifying number or numbers of which shall be notified in writing to the Body Corporate Committee within twelve (12) months after the date of registration of the Building Units Plan provided in respect of those car spaces allocated pursuant to this by-law, the Body Corporate Committee is authorised to vary the allocations so made and to transpose car spaces from one residential Lot to another residential Lot at any time and from time to time on the written request of the Owners of the Lots involved.
- (b) Each Owner to whom exclusive use of a car space or spaces is given pursuant to by-law 21(a) shall use such space or spaces for the purpose of car parking only and shall not litter the same or so use the same as to create a nuisance but otherwise no such Owner shall be responsible for the performance of the repair and maintenance obligations of the Body Corporate under the Act.

22. EXCLUSIVE USE OF ROOFTOP

The Owners for the time being of Lots 67, 69 and 70 shall have the exclusive use and enjoyment for themselves and their licensees and tenants of that part of Common Property identified in Schedule E and on the attached plan marked "B" for the purposes of recreation, relaxation and entertainment. No future resolution of the Body Corporate or its Committee shall have the effect of amending, adding to or repealing this by-law, except and unless all Owners of the Lots to which this exclusive use is given agrees in writing to the amendment, addition to or repeal of this by-law.

23. EXCLUSIVE USE OF OFFICE SPACE

The Owners for the time being of the management Lot situated in the building shall have the irrevocable rights of the exclusive use and enjoyment for themselves of that part of the Common Property identified in Schedule E and on the attached plan marked "C" for the purpose of conducting a management office. No future resolution of the Body Corporate or its Committee shall have the effect of amending, adding to or repealing this by-law, except and unless all Owners of the lots to which this exclusive use is given agree in writing to the amendment, addition to or repeal of this by-law.

24. EXCLUSIVE USE OF STOREROOM

The Owners for the time being of the management Lot situated in the building shall have the irrevocable rights of the exclusive use and enjoyment for themselves of that part of the Common Property identified in Schedule E and on the attached plan marked "D" for storage purposes. No future resolution of the Body Corporate or its Committee shall have the effect of amending, adding to or repealing this by-law, except and unless all Owners of the Lots to which this exclusive use is given agree in writing to the amendment, addition to or repeal of this by-law.

25. EXCLUSIVE USE OF COMMERCIAL CAR PARKING AREA IN BASEMENT AND PLAZA LEVEL

The Owners for the time of the Lots identified in Schedule E shall have the irrevocable rights of the exclusive use and enjoyment for themselves and their licensees and tenants of that part of Common Property identified in Schedule E and on the attached plans marked "E" and "F" for the purpose of commercial car parking. The Owners shall be entitled to use that part of the Common Property so as to make any part of the area available for car parking to any party whatsoever with or without charge and may install such machinery by way of security systems and any other structures or works or plant or equipment to control the flow of traffic into and out of the area and to receive payment for such use. The Owners shall ensure that 24 hours a day access shall be available to the residential car parking spaces situated on the basement level 1 for the Owners of those car parking spaces. *No future resolution of the Body Corporate or its Committee shall have the effect of amending, adding to or repealing this by-law, except and unless all Owners of the Lots to which this exclusive use is given agree in writing to the amendment, addition to or repeal of this by-law.*

26. EXCLUSIVE USE OF PLAZA LEVEL COMMON PROPERTY FOR COMMERCIAL PURPOSES

The Owners for the time being of Lots 7 and 12 shall have the irrevocable rights of the exclusive use and enjoyment for themselves and their licensees and tenants of that part of Common Property identified in Schedule E and on the attached plan marked "G" for commercial purposes. The Owners shall be entitled to use that part of the Common Property by allowing any other Owner or his licensee, tenant or agent to lease or otherwise occupy part or all of the area for any purpose connected with any business conducted from any Lot for retail or commercial purposes. The right of exclusive use referred to in this by-law shall be exercised in such a manner so as to ensure at all times that reasonable access to and egress from the scheme land is available to all Owners and their agents, lessees, licensees and invitees. No future resolution of the Body Corporate or its Committee shall have the effect of amending, adding to or repealing this by-law, except and unless all Owners of the Lots to which this exclusive use is given agree in writing to the amendment, addition to or repeal of this by-law.

27. EXCLUSIVE USE OF PART OF THE COMMON PROPERTY ON PODIUM LEVEL 4 – COOLING TOWERS FOR AIR CONDITIONING PURPOSES

The Owners for the time being of the Lots identified in Schedule E have the irrevocable rights to the exclusive use and enjoyment for themselves and their licensees and tenants of that part of Common Property identified in Schedule E and on the attached plan marked "H" for the purpose of installing, maintaining, repairing and if necessary removing and replacing air conditioning cooling towers and associated equipment together with, if necessary, all right of access to the area over part of the Common Property of the Podium 4 and the steps leading to that level for the purpose of installing, maintaining, repairing and replacing the cooling towers.

28. EXCLUSIVE USE OF PART OF THE COMMON PROPERTY ON PODIUM LEVEL 4 – SATELLITE DISH

The Owners for the time being of Lot 11 shall have the irrevocable rights to the exclusive use and enjoyment for themselves and their licensees and tenants of that part of Common Property identified in Schedule E and on the attached plan marked "I" for the purpose of installing, maintaining, repairing, removing and if necessary replacing a satellite receiving dish and associated cabling and equipment on and in the exclusive use area. The Owners shall also be entitled, if necessary, to all ancillary rights to make such a grant effective including the right of access to the area over part of the Common Property of the Podium Level 4 and the steps leading to that level for the purpose of installing, maintaining, repairing and replacing the satellite dish. This right shall include the right to install cabling to the satellite dish and to lead such cabling and necessary associated equipment from the satellite dish through an appropriate course to Lot 11. The grant of exclusive use shall only apply for so long as the said Lot 11 is occupied by the Totalisator Administration Board of Queensland and used by the tenant for its own purposes. If the Tenant ceases to occupy the Lot or upon the expiration of its lease the Owners shall forthwith cause the removal of the satellite dish and, if the Committee shall require it, all cabling connected to the satellite dish with a minimum of disruption and in so doing shall ensure that the area on which the satellite dish and the cabling were situated is left in a good and sound state of repair.

29. APPEARANCE OF PLAZA AREA

That in order to maintain the appearance of the plaza area to a standard acceptable to the Owners, all installations, fittings, furnishings, and signage (including affixing to the Common Property) must comply to a standard and criteria laid down by the Body Corporate. Owners must obtain prior written consent to the installation, etc. from the Body Corporate Committee, which shall not be unreasonably withheld.

30. EXCLUSIVE USE – GARBAGE DISPOSAL AREA

- (a) The Owner of Lot 7 shall be entitled to the exclusive use and enjoyment for himself and his licensees of an area underneath the eastern stairwell which is identified in Schedule E and the attached sketch plan marked "J".
- (b) The Owner of Lot 7 shall be responsible, at his own expense, for the maintenance of and good and serviceable repair of the exclusive use area and otherwise of the performance of the duties of the Body Corporate under Section 114 of the Act.
- (c) The Owner of Lot 7 is entitled to enclose the exclusive use area, however before making the improvement to exclusive use area, the Owner of Lot 7 must submit plans for the prior approval of the Body Corporate Committee to ensure that the improvement does not detract from the appearance of the building.
- (d) The Owner of Lot 7 must ensure that he or his Occupier strictly complies with by-law 6 in relation to garbage disposal.

31. SIGNAGE

The installation of signage on scheme land is subject to the following conditions.

- (a) An owner or occupier must not install any signage on scheme land visible from another lot or the common property without prior approval of the Body Corporate.
- (b) The signage is only to be used to advertise the business being operated from the relevant Lot.
- (c) The Lot Owner must provide to the Body Corporate any information reasonably required by the Body Corporate Committee to consider consent which will include but not be limited to the following:
 - (i) plans and specifications for the signage;
 - (ii) details of the contractor that is proposed to be engaged to perform the works; and
 - (iii) evidence that the sign will comply with any relevant authority's requirements.
- (d) In considering its consent under this By-law the Body Corporate must
 - (i) consider whether the proposed signage is in harmony with the architectural design, the existing landscaping, existing signage and other aspects of the scheme;
 - (ii) not unreasonably withhold consent to approval under this by-law if the signage is:
 - a. of a tasteful colour, wording and design in keeping with the scheme's general décor, image, location and appearance; and
 - b. situated in a position so as not to infringe upon the rights of other Owners or Occupiers, or unreasonably interfere with the conduct of business in other Lots.
 - (iii) generally consider signs consisting of the following to be inappropriate and thus not approve such:
 - a. Canvas and/or roped signs;
 - b. Roped or continuous flags, emblems or bunting (external);
 - c. Flashing lights or signs whether installed internally or externally

- (iv) stipulate the following conditions for externally affixed signs and internally illuminated window signs:
 - a. the visible face of such signage should not generally exceed one (1) square metre in surface area; and
 - b. must be attached to the front of the Lot's building line or otherwise in the Common Property as specified in any approval granted and deemed appropriate by the Body Corporate Committee as appropriate to that lot's use.
- (v) stipulate the following conditions for outdoor "A Frame" signs:
 - a. the Moveable outdoor "A Frame" signs should not generally exceed, when extended, one (1) metre in height and should have exposed faces (front and back) of not more than 1.2 square metres in surface area; and
 - b. must be placed in front of the relevant Lot or in a location on the Common Property deemed appropriate to that Lot's use as approved by the Body Corporate Committee.
- (e) If consent of the local authority or other relevant authority is required the Owner or Occupier must obtain that consent at its own cost and provide a copy of the approval to the Body Corporate prior to the installation of the signage.
- (f) All work associated with the installation of the signage must be completed at the cost of the Owner or Occupier, carried out in a good and proper workmanlike manner and consist of quality materials.
- (g) The signage must be maintained in good repair and condition and be regularly cleaned by the relevant Owner or Occupier.
- (h) The relevant Lot Owner or Occupier shall be responsible for effecting any additional insurance cover for the improvement to the relevant Lot or Common Property and the associated costs, evidence of which shall be supplied to the Body Corporate within seven (7) days of a written request.
- (i) The Body Corporate shall be indemnified by the Owner or Occupier for any costs associated with the installation, repair and maintenance of any signage.

32. IMPROVEMENTS

SHADE SAILS, PLASTIC CURTAINS, AWNINGS AND ENCLOSED STRUCTURES

- (a) An Owner or Occupier must not erect, make an improvement to or otherwise destroy, remove, dismantle nor perform any other similar action to any sail, plastic curtain, awning or other enclosing structure ("Structure") on the plaza level commercial area without consent of the Body Corporate.
- (b) An Owner or Occupier must provide to the Body Corporate any information reasonably required to consider whether consent should be given, which will include but is not be limited to:
 - (i) plans and specifications for the Structure;
 - (ii) details of the contractor that is proposed to be engaged to perform the works; and
 - (iii) evidence that the Structure, including all improvements to or otherwise the destruction, removal, dismantling of or any other similar action, will comply with any relevant authority's requirements.
- (c) In considering its consent, the Body Corporate must consider:
 - (i) whether the proposed Structure is in harmony with the architectural design, the existing landscaping and other aspects of existing improvements of the building, Common Property and the scheme;
 - (ii) whether all building and fire regulations can be observed;
 - (iii) the requirements of this by-law; and
 - (iv) anything else that the Body Corporate reasonably deems is appropriate.

- (d) Any consent given by the Body Corporate may be given on reasonable conditions, including the type of material to be used and the size and color of the Structure.
- (e) The Structure, whether existing or proposed, must comply with the following:
 - (f) *Any proposed awning or similar structure are to be of the type Polyvinylidene Fluoride or other equivalent flame retardant material which possesses a self-extinguishing property and does not provoke the fall of burning droplets in the event that it burns.*
- (g) All action or work associated with the completion of the Structure, where in accordance with By-law 32(a) such completion also contemplates the destruction, removal, dismantling or other similar action, must, at the cost of the relevant Owner or Occupier, comply with the following:
 - (i) All associated action or work must be carried out in a good and proper workmanlike manner, and where relevant by competent and appropriate contractors, by competent and appropriate contractors during normal business hours or as otherwise directed by the Body; and
 - (ii) All associated action or work must not cause any unreasonable noise, nuisance or other detriment to other Lot Owners or Occupiers, or any person lawfully using the Common Property.
- (h) The Owner or Occupier must maintain all Structures in a good condition and pay for all operating costs in relation to the Structure. This will include any capital replacements to the Structure that may be required. This obligation will exist irrespective of whether the Structure was erected/ installed by the Owner, Occupier or their predecessors or the Body Corporate.
- (i) If an Owner or Occupier does not comply with their obligations in By-laws 32(h) the Body Corporate may (but is not obliged to) perform those obligations at the cost and expense of the relevant Owner or Occupier.
- (j) If the consent of the local government is required for the Structure that consent must be obtained by the relevant Owner or Occupier at their cost and provide a copy of the approval to the Body Corporate.
- (k) The relevant Owner or Occupier shall indemnify the Body Corporate against any damage, loss, cost or expense whatsoever incurred or suffered by the Body Corporate to its property as a result of the Structure.
- (l) The Body Corporate reserves the right to replace a Structure at its discretion.

DECKING OR OTHER FLOORING SURFACE MATERIAL

- (a) An Owner or Occupier must not install, make an improvement to or otherwise destroy, remove, dismantle or perform any other similar action to decking or other flooring surface material ("Decking") on the plaza level commercial area except with the consent of the Body Corporate.
- (b) Whether Body Corporate's or the Body Corporate Committee's consent is required is to be determined in accordance with the requirements of the Accommodation Module.
- (c) In considering its consent under this By-law the Body Corporate or the Body Corporate Committee (as applicable) must consider whether:
 - (i) the Decking is in harmony with the architectural design, the existing landscaping and other aspects of existing improvements of the building, Common Property and the scheme;
 - (ii) all building and fire regulations can be observed;
 - (iii) the requirements of this by-law; and
 - (iv) anything else that the Body Corporate or the Body Corporate Committee (as applicable) reasonably deems is appropriate.

- (d) The Lot Owner must provide to the Body Corporate or the Body Corporate Committee (as applicable) any information reasonably required by the Body Corporate or the Body Corporate Committee (as applicable) to consider its consent which will include but not be limited to the following:
- (i) plans and specifications for the Decking; and
 - (ii) details of the contractor that is proposed to be engaged to perform the works; and
 - (iii) evidence that the Decking, including all improvements to or otherwise the destruction, removal, dismantling of or any other similar action, will comply with any relevant authority's requirements.
- (e) Any Decking must comply with the following:
- (i) The Decking must be in harmony with the architectural design, the existing landscaping and other aspects of existing improvements of the building, Common Property and the Scheme Land, including, but not limited to, the design, build and colour scheme of, where relevant, the existing Decking; and
 - (ii) All relevant requirements of the Building Code of Australia 2010, including any associated regulations, replacing or amending legislation or instrument that can be said to be a derivative thereof either now or in the future, including any associated or relevant Australian Standards, are to be complied with.
 - (iii) The Decking must consist of quality materials.
- (f) All action or work associated with the completion of the Decking, where in accordance with By-law 33(a) such completion also contemplates the destruction, removal, dismantling or other similar action, must, at the cost of the relevant Lot Owner or Occupier, comply with the following:
- (i) All associated action or work must be carried out in a good and proper workmanlike manner, and where relevant by competent and appropriate contractors, during normal business hours or as otherwise directed by the Body Corporate or the Body Corporate Committee (as applicable); and
 - (ii) All associated action or work must not cause any unreasonable noise, nuisance or other detriment to other Lot Owners or Occupiers, or any person lawfully using the Common Property.
- (g) The Any consent given by the Body Corporate or the Body Corporate Committee may be given on reasonable conditions but must not be unreasonably withheld.
- (h) The Owner and/or Occupier of the relevant Lot must maintain all the Decking in a good condition at its sole cost and expense and pay for all operating costs in relation to the Decking. This will include any capital replacements to the Decking that may be required. This obligation will exist irrespective of whether the Decking was erected/ installed by the Owner, Occupier or their predecessors or the Body Corporate. The words "relevant Lot" include, but are not limited to, those Lots which enjoy exclusive use of common property in which the Decking is located, or otherwise primarily benefit, in comparison to the other Lot Owners of the Scheme, from the Decking where that Decking is located on Common Property. Such a deeming of this maintenance obligation is not in any way construed to be a weakening of the Body Corporate's ownership rights in said Decking.
- (i) If an Owner or Occupier does not comply with their obligations in By-law 33(h) the Body Corporate may (but is not obliged to) perform those obligations at the cost and expense of the relevant Lot Owner or Occupier.
- (j) If the consent of the local government is required for the Decking that consent must be obtained by the relevant Owner or Occupier at their cost and provide a copy of the approval to the Body Corporate.
- (k) The relevant Lot Owner or Occupier shall indemnify the Body Corporate against any damage, loss, cost or expense whatsoever incurred or suffered by the Body Corporate to its property as a result of the Decking.

- (i) The Body Corporate reserves the right to replace such Decking at its discretion. However, any replacement Decking will be subject to this By-law as if the Body Corporate were an Owner of the relevant Lot."

33. GREASE TRAPS AND EXHAUST DUCTING

Any connection to a grease trap or exhaust ducting located in Scheme land is subject to the following conditions:

- (a) No Lot may be connected to a grease trap or exhaust ducting without the consent of the Body Corporate.
- (b) It is acknowledged that the consent of the Body Corporate, pursuant to this by-law, is not required for any Lot connected to the grease traps or exhaust ducting prior to the commencement of this by-law.
- (c) An Owner or Occupier seeking to make an application for consent must provide to the Body Corporate any information reasonably required to consider whether to give its consent, which will include but is not be limited to the following:
- (i) Plans and specifications for the connection, including details of materials proposed to be used – including, but not limited to, details as to the installed value of the proposed connection;
 - (ii) Details of the contractor that is proposed to be engaged to perform the works; and
 - (iii) Evidence that the connection will comply with any relevant authority's requirements, and all relevant requirements of the Building Code of Australia, including any associated regulations, replacing or amending legislation or instrument that can be said to be a derivative thereof either now or in the future, including any associated or relevant Australian Standards.
- (d) If the consent of the local authority or other relevant authority is required, the Owner or Occupier must obtain that consent at its own cost and provide a copy of the approval to the Body Corporate prior to the Lot being connected.
- (e) In considering whether to give its consent under this by-law the Body Corporate must consider:
- (i) whether the connection will comply with all of the relevant authority's requirements or any relevant legislation or industry standard;
 - (ii) whether any materials to be utilised in the proposed connection are of a reasonable quality, to be supplied at the cost of the Owner or Occupier;
 - (iii) whether the Owner or Occupier indemnifies the Body Corporate against any damage, loss, cost or expense whatsoever incurred or suffered by the Body Corporate to its property as a result of the installation, repair and maintenance of any connection to a grease trap; and
 - (iv) whether all actions or work associated with the connection of the grease trap are to be undertaken at the cost of the Owner or Occupier, and that such works comply with the by-laws."

34. RENOVATIONS AND MOVING

An Owner or Occupier of a lot must not renovate or refurbish their Lot, or transfer items from or to their Lot that are of a bulky nature or are otherwise of a substantial size (collectively referred to as 'Renovation'), without adhering to this By-law as follows:

- (a) An Owner or Occupier must notify both the caretaker/building manager and the Committee via written notice of the approximate:
- (i) scope;
 - (ii) duration; and
 - (iii) method of performance (including, but not limited to, the provision of an approximate time table where possible),
- of the intended Renovation, at least two weeks prior to the actual Renovation taking place or otherwise as soon as practicable, and keep them informed of any changes to these details.
- (b) Where a third party is to be used for the Renovation, the relevant Owner or Occupier must ensure that the third party or parties meet with the caretaker/building manager of the Scheme Land for an induction.
- (c) The induction is to include (but is not limited to) direction as to the ingress and egress both from the relevant Lot and the Common Property – which is to be in such a way so as to minimise any disruption to the other occupiers; and
- (d) When performing the Renovation the relevant Owner or Occupier must ensure that the following is abided by:
- (i) Where a Renovation that deals with the actual performance of works in renovating or refurbishing (other than in an redecorating sense), or performing equivalent works to a Lot:
 - a. These works are only to occur between the hours of 9:00am and 4:00pm from Monday to Friday and from 9:00am to 12 noon on Saturday. No such works are to be undertaken or performed on Sunday; and
 - b. All reasonably practical efforts to satisfy the Committee of compliance with the Work Health and Safety Act 2011 (Qld) or any equivalent or ancillary legislation, in performing the Renovation, either personally or via a third party, must be taken.
 - (ii) All reasonable efforts to minimise noise must be taken, including but not limited to the closing of all windows and doors within the Lot.
 - (iii) Subject to By-Law 2, the production of excessive noise must be strictly limited as absolutely necessary and must not occur for a prolonged period of time.
 - (iv) All reasonable efforts to minimise damage to the Common Property must be taken, including but not limited to the application of protective measures to the lift walls and floors if reasonably required.
 - (v) All reasonable efforts to comply with any work health and safety plans or requirements must be taken.
 - (vi) No rubbish or building materials related to the Renovation are to be deposited within the designated receptacles for garbage on the Common Property. Rubbish is not to be placed on Body Corporate common property or in car spaces.
 - (vii) The balcony of a Lot is not to be used for the cutting of materials to be used in the Renovation.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not applicable.

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**Exclusive use of residential car spaces (by-law 21)**

Lots affected:

Lot	Exclusive Area
Lot 25 in BUP 9606	Area 30 on Sketch A
Lot 26 in BUP 9606	Area 29 on Sketch A
Lot 27 in BUP 9606	Area 39 on Sketch A
Lot 28 in BUP 9606	Area 28 on Sketch A
Lot 29 in BUP 9606	Area 27 on Sketch A
Lot 30 in BUP 9606	Area 26 on Sketch A
Lot 31 in BUP 9606	Area 25 on Sketch A
Lot 32 in BUP 9606	Area 24 on Sketch A
Lot 33 in BUP 9606	Area 23 on Sketch A
Lot 34 in BUP 9606	Area 22 on Sketch A
Lot 35 in BUP 9606	Area 21 on Sketch A
Lot 36 in BUP 9606	Area 38 on Sketch A
Lot 37 in BUP 9606	Area 19 on Sketch A
Lot 38 in BUP 9606	Area 18 on Sketch A
Lot 39 in BUP 9606	Area 17 on Sketch A
Lot 40 in BUP 9606	Area 16 on Sketch A
Lot 41 in BUP 9606	Area 15 on Sketch A
Lot 42 in BUP 9606	Area 5 on Sketch A
Lot 43 in BUP 9606	Area 14 on Sketch A
Lot 44 in BUP 9606	Area 13 on Sketch A
Lot 45 in BUP 9606	Area 7 on Sketch A
Lot 46 in BUP 9606	Area 11 on Sketch A
Lot 47 in BUP 9606	Area 10 on Sketch A
Lot 48 in BUP 9606	Area 9 on Sketch A
Lot 49 in BUP 9606	Area 8 on Sketch A
Lot 50 in BUP 9606	Area 12 on Sketch A
Lot 51 in BUP 9606	Area 6 on Sketch A
Lot 52 in BUP 9606	Area 4 on Sketch A
Lot 53 in BUP 9606	Area 3 on Sketch A
Lot 54 in BUP 9606	Area 2 on Sketch A
Lot 55 in BUP 9606	Area 1 on Sketch A
Lot 56 in BUP 9606	Area 42 on Sketch A
Lot 57 in BUP 9606	Area 45 on Sketch A
Lot 58 in BUP 9606	Area 46 on Sketch A
Lot 59 in BUP 9606	Area 47 on Sketch A
Lot 60 in BUP 9606	Area 48 on Sketch A
Lot 61 in BUP 9606	Area 33 on Sketch A
Lot 62 in BUP 9606	Area 20 on Sketch A
Lot 63 in BUP 9606	Area 49 on Sketch A
Lot 64 in BUP 9606	Area 44 on Sketch A
Lot 65 in BUP 9606	Area 43 on Sketch A
Lot 66 in BUP 9606	Area 50 on Sketch A
Lot 67 in BUP 9606	Area 34 on Sketch A
Lot 68 in BUP 9606	Area 35, 40 on Sketch A
Lot 69 in BUP 9606	Area 37 on Sketch A
Lot 70 in BUP 9606	Area 36, 41 on Sketch A

Exclusive Use of roof top (by-law 22)

Lots affected:

Lot	Exclusive Area
Lot 67 in BUP 9606	Area 67 on Sketch B
Lot 69 in BUP 9606	Area 69 on Sketch B
Lot 70 in BUP 9606	Area 70 on Sketch B

Exclusive Use of office space (by-law 23)

Lots affected:

Lot	Exclusive Area
Lot 27 in BUP 9606	Area 27 on Sketch C

Exclusive Use of Store Room (by-law 24)

Lots affected:

Lot	Exclusive Area
Lot 27 in BUP 9606	Area S1 and S2 on Sketch D

Exclusive Use of Commercial Car Spaces (by-law 25)

Lots affected:

Lot	Exclusive Area
Lot 1 in BUP 9606	Area 717 in Sketch E
Lot 2 in SP236822	Area 718 in Sketch E
Lot 3 in SP236822	Area 722 in Sketch E
Lot 5 in BUP 9606	Area 734 in Sketch E
Lot 6 in BUP 9606	Area 733 in Sketch E
Lot 7 in BUP 9606	Area 723, 714 on Sketch E
Lot 8 in BUP 9606	Area 707 on Sketch E
Lot 9 in BUP 9606	Area 721 on Sketch E
Lot 10 in BUP 9606	Area 713 on Sketch E
Lot 11 in BUP 9606	Area 701, 706 on Sketch E
Lot 12 in BUP 9606	Area 719 on Sketch E
Lot 13 in BUP 9606	Area 720 on Sketch E
Lot 14 in BUP 9606	Area 716 on Sketch E
Lot 15 in BUP 9606	Area 715 on Sketch E
Lot 16 in BUP 9606	Area 705 on Sketch E
Lot 17 in BUP 9606	Area 704 on Sketch E
Lot 18 in BUP 9606	Area 703 on Sketch E
Lot 19 in BUP 9606	Area 702 on Sketch E
Lot 21 in BUP 9606	Area 709, 710, 711, 712 on Sketch E
Lot 23 in BUP 9606	Area 745, 746 on Sketch F
Lot 24 in BUP 9606	Area 730 on Sketch E, Area 739, 741, 744 on Sketch F
Lot 71 in BRP 100678	Area 736, 738 on Sketch F
Lot 73 in BRP 100678	Area 731, 732 on Sketch E
Lot 74 in BRP 100678	Area 735, 737, 740 on Sketch F
Lot 75 in BRP 100678	Area 728, 729 on Sketch E
Lot 76 in BRP 100678	Area 726, 727 on Sketch E
Lot 77 in BRP 100678	Area 708, 724, 725 on Sketch E
Lot 78 in BRP 103677	Area 743 on Sketch F
Lot 79 in BRP 103677	Area 742 on Sketch F

Exclusive Use of plaza level - commercial (by-law 26)

Lots affected:

Lot	Exclusive Area
Lot 7 in BUP 9606	Area 7 on Sketch G
Lot 12 in BUP 9606	Area 7A on Sketch G

Exclusive Use of podium level – cooling towers for air conditioning purposes (by-law 27)

Lots affected:

Lot	Exclusive Area
Lots 1, 4-21 (inclusive) in BUP 9606; Lots 2-3 in SP236822	Area A on Sketch H
Lots 23 and 24 in BUP 9606	Area A on Sketch H
Lot 71 in BRP 100678	Area A on Sketch H
Lots 73-77 (inclusive) in BRP 100678	Area A on Sketch H
Lots 78 and 79 in BRP 103677	Area A on Sketch H

Exclusive Use of podium level – Satellite Dish (by-law 28)

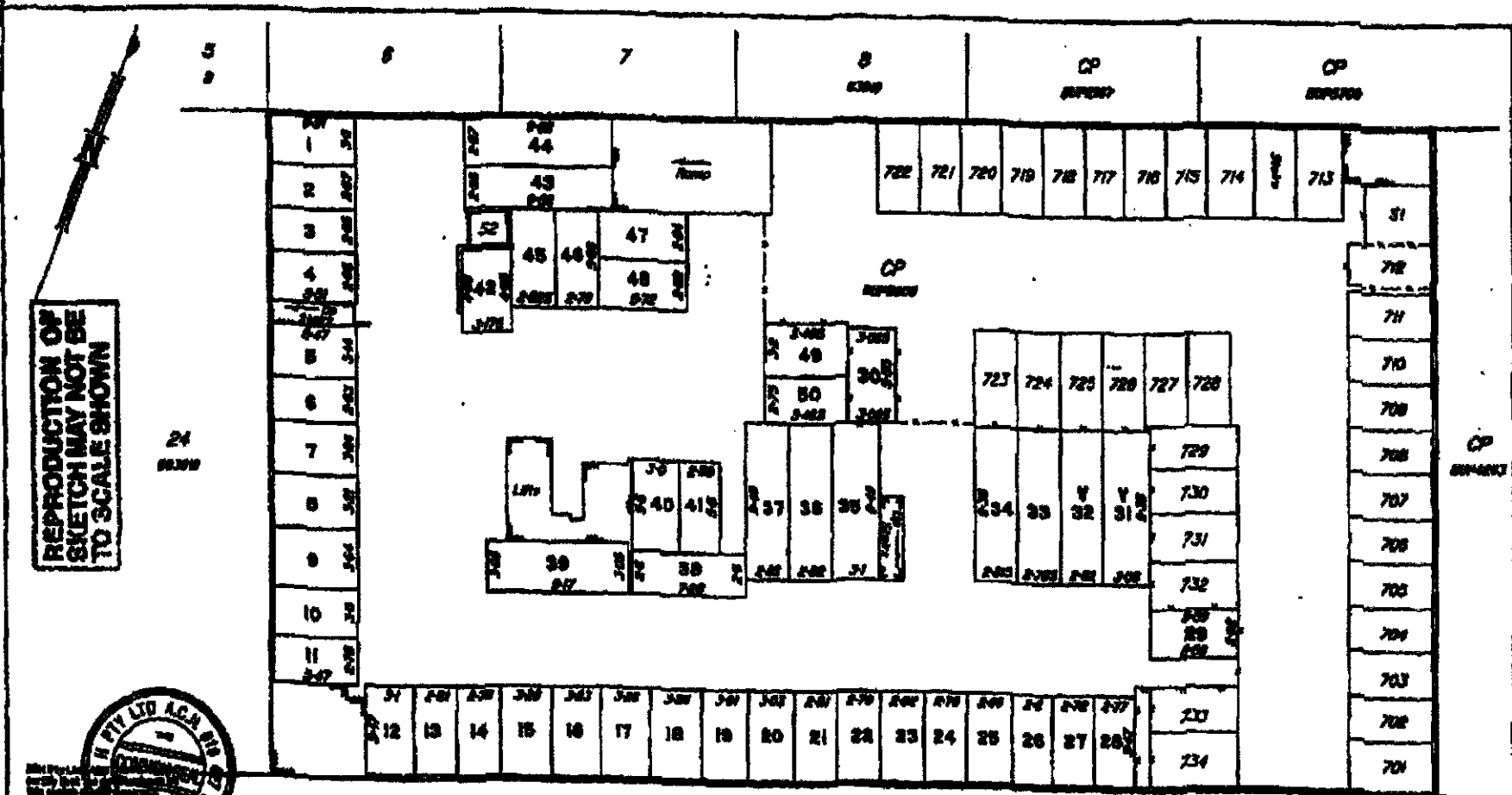
Lots affected:

Lot	Exclusive Area
Lots 11 in BUP 9606	Area B on Sketch I

Exclusive Use of garbage disposal area

Lots affected:

Lot	Exclusive Area
Lot 7 in BUP 9606	Area C on Sketch J



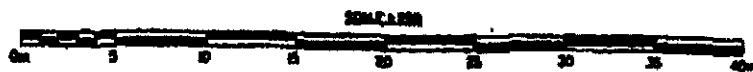
REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN

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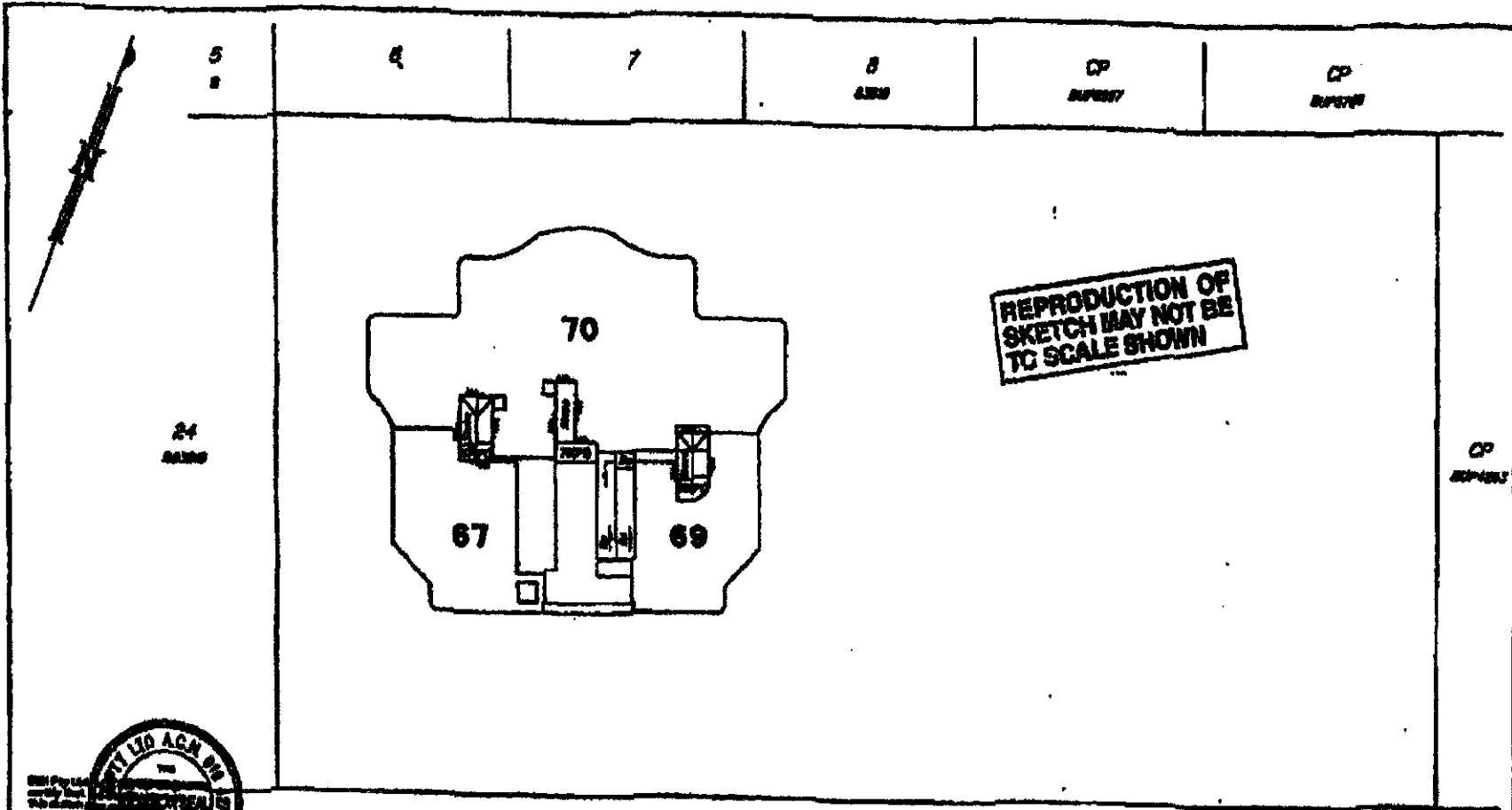
**PLAN A
SCHEDULE E
"VICTORIA SQUARE" CTS 5721**

VICTORIA AVENUE



- NOTES**
1. Shown in Part on A1 sheet
 2. Domestic Title Scheme - "VICTORIA SQUARE COMMUNITY TITLE SCHEME 5721"
 3. This Plan - REFERENCE
 4. ALL RIGHTS AND INTERESTS ARE RESERVED UNLESS OTHERWISE SPECIFIED.

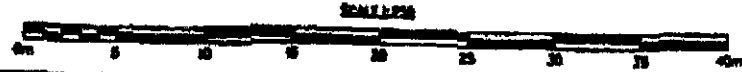
BENNETT & BENNETT CONSULTING SURVEYORS 89 Upton Street, Sandell P.O. Box 5021 A.C.M.C. 4217 Ph. (07) 55 740733 Fax (07) 55 740902		Date AED Drawn AJA Subscribed WITNESSED	1/Book 1/Book WITNESSED	AMENDMENTS
		NONE E 850 08.129.A48C	Plan No. DATE 1/7/88	
"PLAN OF EXCLUSIVE USE AREAS 1 - 50" (Residential Car Parking Spaces) In Part of the Common Property on Lot A of "VICTORIA SQUARE" CTS 5721 Parish of GILTON County of West		CLIENT THE PROPRIETORS "VICTORIA SQUARE"		



**PLAN B
SCHEDULE E**

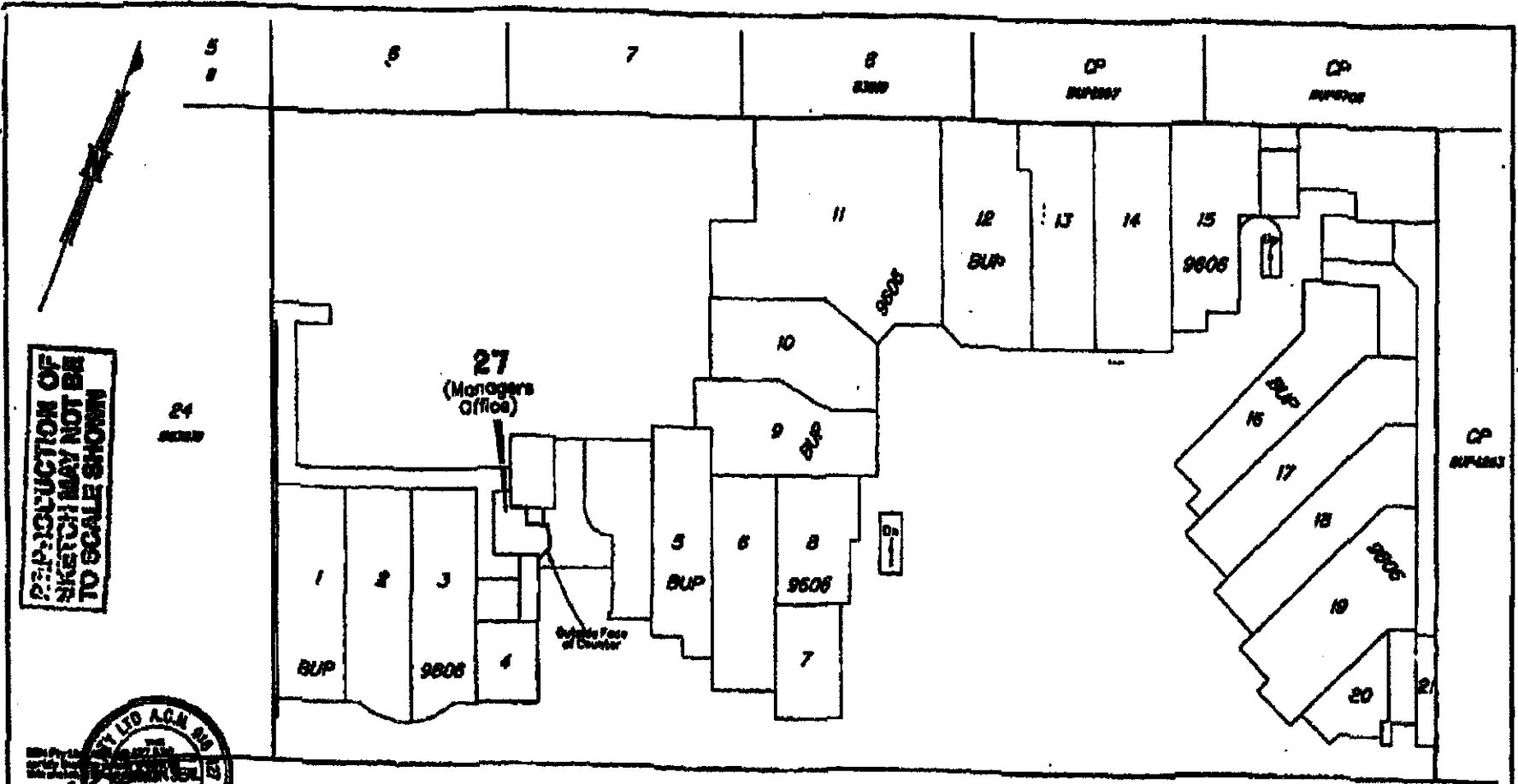
VICTORIA AVENUE

"VICTORIA SQUARE" CTS 5721



BENNETT & BENNETT CONSULTING SURVEYORS 99 Upton Street, Stoddell P.O. Box 5021 S.C.M.C. 4217		<table border="1"> <tr> <td>Surf. AED</td> <td>1/7/88</td> <td>AMENDMENTS</td> </tr> <tr> <td>Drawn AIA</td> <td>L/8/88</td> <td></td> </tr> <tr> <td>Authorised</td> <td>1/10/88</td> <td></td> </tr> <tr> <td>Scale 1:250</td> <td>PLAN No. 2</td> <td></td> </tr> <tr> <td>Job No. 98.189A48C</td> <td>DATE 2/7/88</td> <td></td> </tr> <tr> <td>Client</td> <td colspan="2">THE PROPRIETORS "VICTORIA SQUARE"</td> </tr> </table>	Surf. AED	1/7/88	AMENDMENTS	Drawn AIA	L/8/88		Authorised	1/10/88		Scale 1:250	PLAN No. 2		Job No. 98.189A48C	DATE 2/7/88		Client	THE PROPRIETORS "VICTORIA SQUARE"	
Surf. AED	1/7/88	AMENDMENTS																		
Drawn AIA	L/8/88																			
Authorised	1/10/88																			
Scale 1:250	PLAN No. 2																			
Job No. 98.189A48C	DATE 2/7/88																			
Client	THE PROPRIETORS "VICTORIA SQUARE"																			
<p>PLAN OF EXCLUSIVE USE AREAS - 67, 69, 70 in Part of the Common Property on Lot 1 (Plan) of - "VICTORIA SQUARE" CTS 5721</p> <p>Part of GILSTON County of Ward</p>																				

- NOTES**
1. Refer to Plans on A1 sheet
 2. Commonly used term - "VICTORIA SQUARE" EXCLUDING SHED
 3. Title Ref. - 19209606
 4. Refer to conditions of contract.



REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN



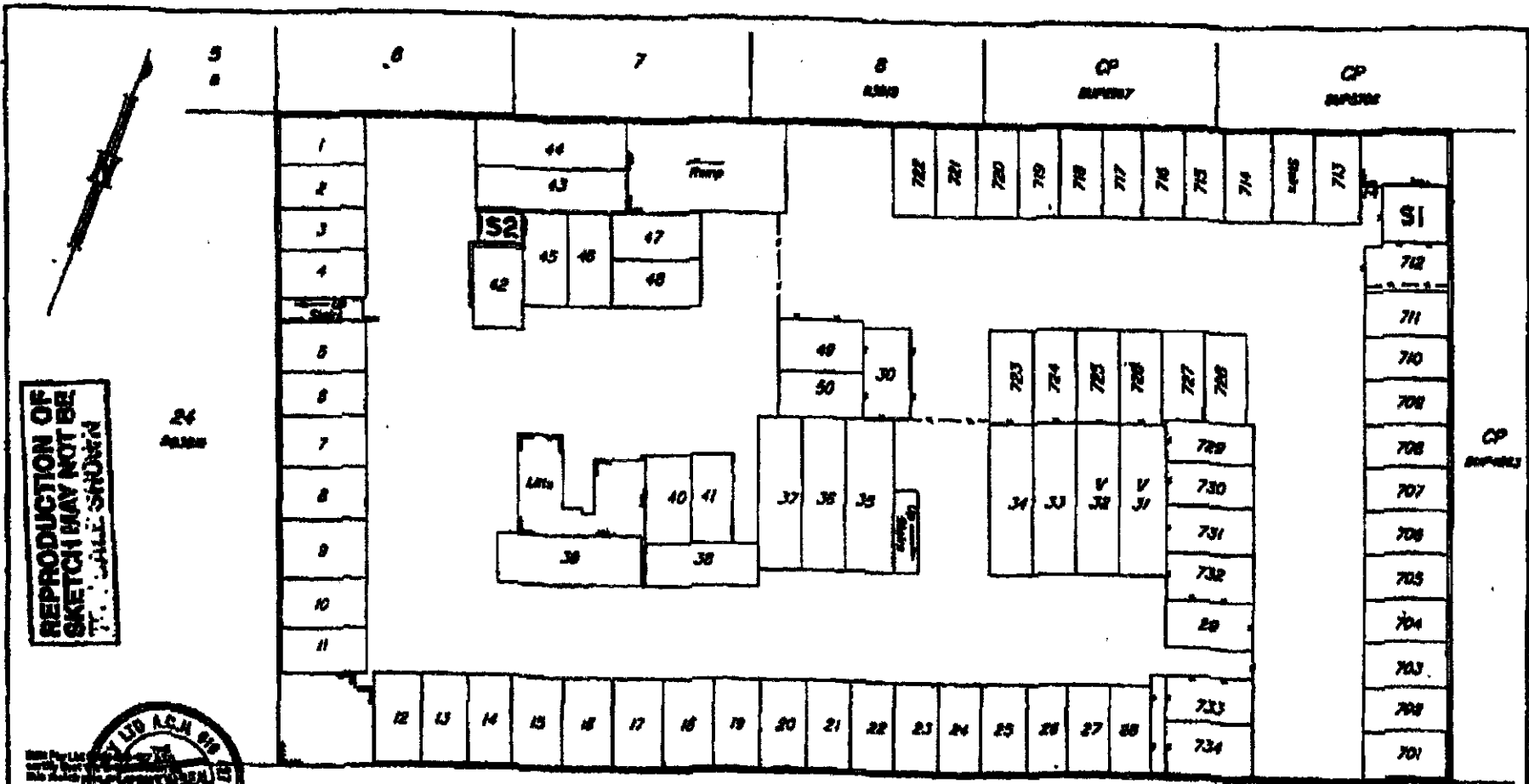
**PLAN C
SCHEDULE E**
"VICTORIA SQUARE" CTS 5721

VICTORIA AVENUE



BENNETT & BENNETT CONSULTING SURVEYORS 88 Upton Street, Burdell P.O. Box 8061 G.C.M.G. 4877		Surv's AED Draw AJA Authoring E-250 Job No. S1129.A48C Client THE PROPRIETORS "VICTORIA SQUARE"	P/L (07) 85 740733 Fax (07) 85 740822	REGISTRATIONS PLAN No. 3 DATE 1/7/88
"PLAN OF EXCLUSIVE USE AREA - 27" (Managers Office) Is Part of the Common Property on Land B of "VICTORIA SQUARE" CTS 5721 Parish of GILSTON County of Ward				

NOTES:
 1. Refer to Suite on A3 Sheet
 2. Dimensions to the Centre of "VICTORIA SQUARE" COMMON PROPERTY SHALL APPLY
 3. The Plan is a Survey
 4. All measurements are in metres unless otherwise stated.



REPRODUCTION OF SKETCH MAY NOT BE MADE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR



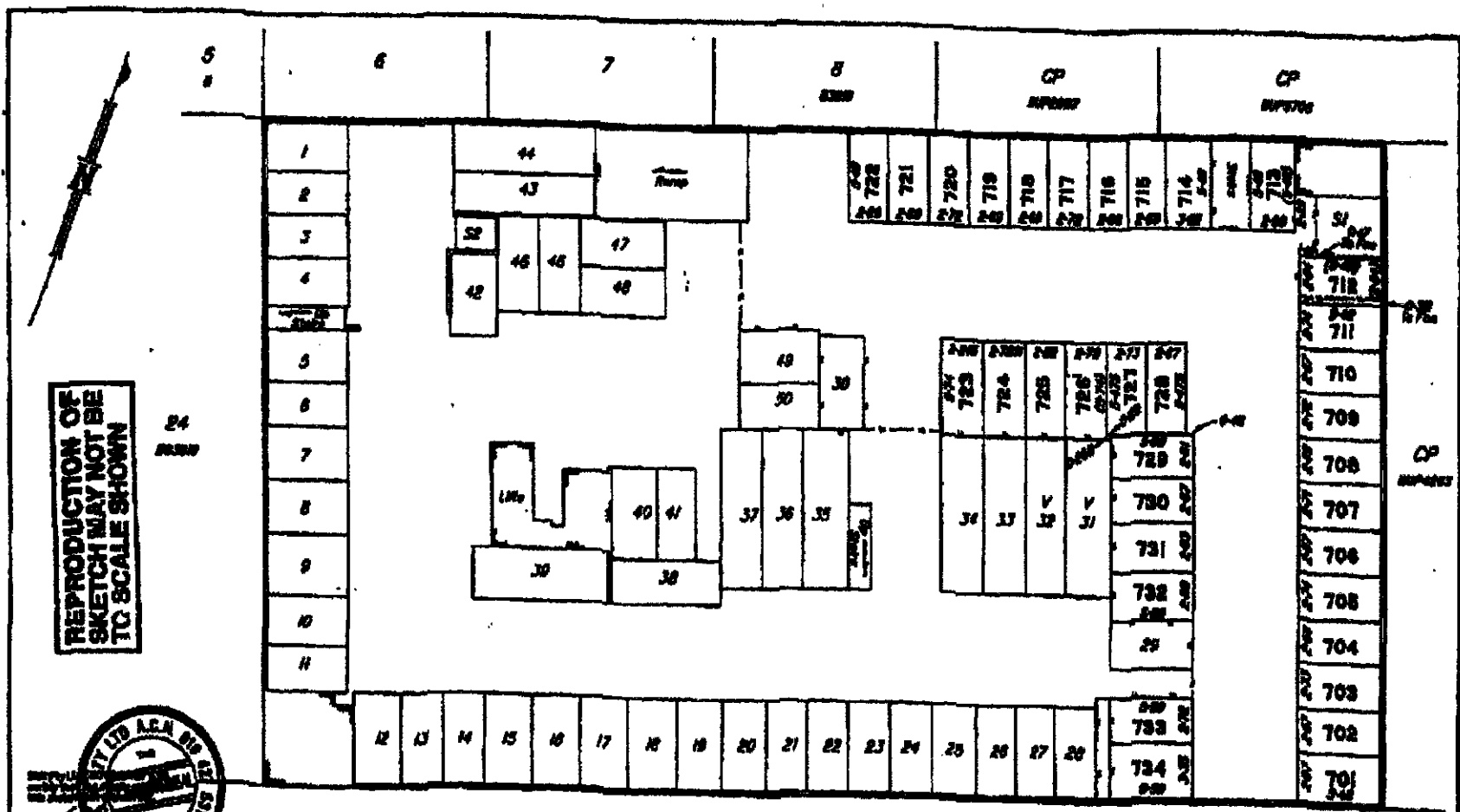
**PLAN D
SCHEDULE E
"VICTORIA SQUARE" CTS 5721**

VICTORIA AVENUE



BENNETT & BENNETT CONSULTING SURVEYORS 89 Upton Street, Bundall P.O. Box 5061 G.C.N.C. 4217 Ph. (07) 55 740733 Fax (07) 55 740202		Form AED Date A.A. Authorised by [Signature] Form No. 1-250 Date 1/7/99	AMENDMENTS PLAN No. 4 DATE 1/7/99
		"PLAN OF EXCLUSIVE USE AREAS S1 & S2" (Storage Areas) In Part of the Common Property on Level A of "VICTORIA SQUARE" CTS 5721 Parish of GILTON County of Ward THE PROPRIETORS "VICTORIA SQUARE"	

- NOTES**
1. Drawn to Scale as a Layout
 2. Containing True Bearings "VICTORIA SQUARE COMMON PROPERTY SUB-SCHEME 2002"
 3. [Illegible]
 4. [Illegible]



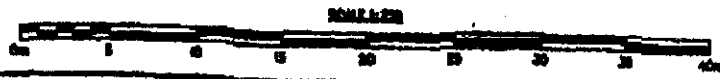
REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN



**PLAN E
SCHEDULE E**

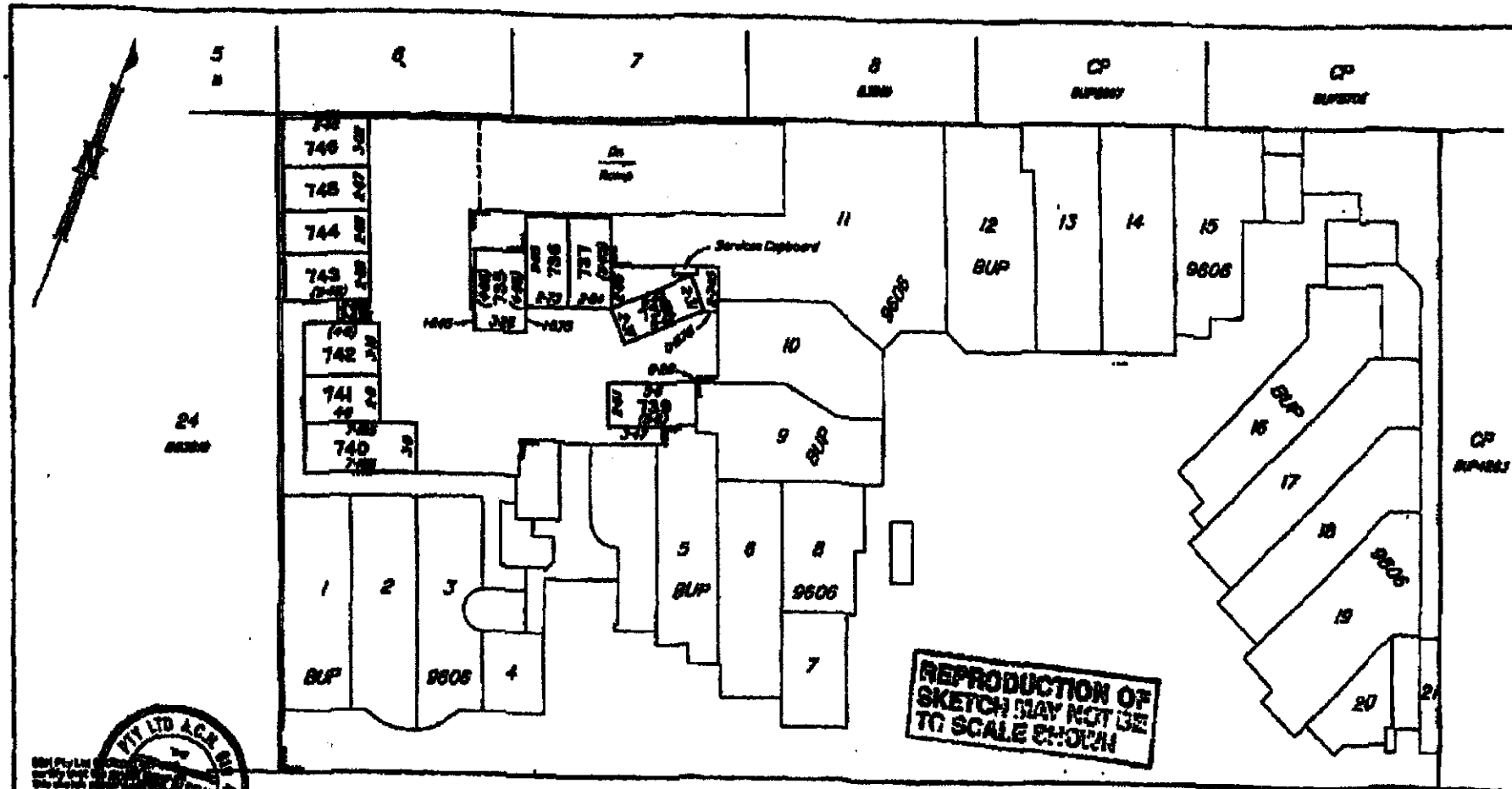
VICTORIA AVENUE

"VICTORIA SQUARE" CTS 5721



- NOTES**
1. Refer to Station A and B
 2. Common to this Scheme - "VICTORIA SQUARE" COMMUNITY TRUST SCHEME 1971
 3. The Site - 1971/72
 4. All Dimensions etc. are measurements and to be taken from a centre line of each street.

BENNETT & BENNETT CONSULTING SURVEYORS 90 Upper Street, SUNDOL P.O. Box 9021 G.O.M.C. 4817 PH. (07) 85 740733 Fax (07) 85 740206		Survey AED Plan L/Plan	AMENDMENTS
		Authorised by PLAN No. 5 DATE 1/7/88	
"PLAN OF EXCLUSIVE USE AREAS 701 - 734" (Commercial Car Parking Spaces) In Part of the Common Property on Level A of - "VICTORIA SQUARE" CTS 5721 Part of GILSTON County of Ward		SCALE 1:250 JOB No. 98.123.A48C DATE 1/7/88	THE PROPRIETORS "VICTORIA SQUARE"



PLAN E
SCHEDULE E
"VICTORIA SQUARE" CTS 5721

VICTORIA AVENUE



- NOTES**
1. Shown in Part on A1 sheet
 2. Community Title Scheme - "VICTORIA SQUARE COMMUNITY TITLE SCHEME 5721"
 3. Date of... 1998/08
 4. All Areas are B.C. All measurements are in metres, here and unless otherwise specified.

BENNETT & BENNETT CONSULTING SURVEYORS 88 Upton Street, Bundall P.O. Box 6081 Q.C.I.C. 4817		Date: 2/7/98 Drawn: AJA Author: [Signature]	Revision: 1998/08 Plan No: 8 Date: 2/7/98
		Ph: (07) 55 740733 Fax: (07) 55 740802	SCALE: 1:200 JOB No: 98.028.A48C SHEET: 2/7/98
"PLAN OF EXCLUSIVE USE AREAS - 735 - 745" (Community Title Scheme) In Part of the Common Property on Level B of - "VICTORIA SQUARE" CTS 5721 Part of QUEENSLAND County of WARD		THE PROPRIETORS "VICTORIA SQUARE"	

PLAN G
EXCLUSIVE USE PLAN
"VICTORIA SQUARE" CTS 5721

1 3

BENNETT • BENNETT
Property Consultants, Surveyors & Town Planners

All mail to: PO Box 8881, GOULD, Qld, 4750
Phone: (07) 4671 4200 Fax: (07) 4671 4201
Fax: (07) 4671 4202

COOMERA OFFICE
9 Janga Street, Coomera, 4209
Ph (07) 5533 3107 Fax (07) 5533 4942

SOLD BENTLEY OFFICE
Ph (07) 5534 0020 Fax (07) 5534 0020

STANBROOK OFFICE
Ph (07) 5533 3000 Fax (07) 5533 3077

ROCKHAMPTON OFFICE
Ph (07) 4228 0070 Fax (07) 4228 0070

ROCKHAMPTON OFFICE
Ph (07) 4228 0070

Rev	Date

NOTES:

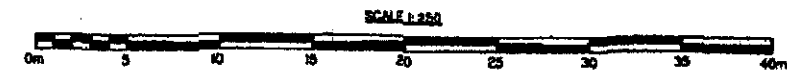
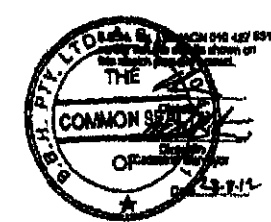
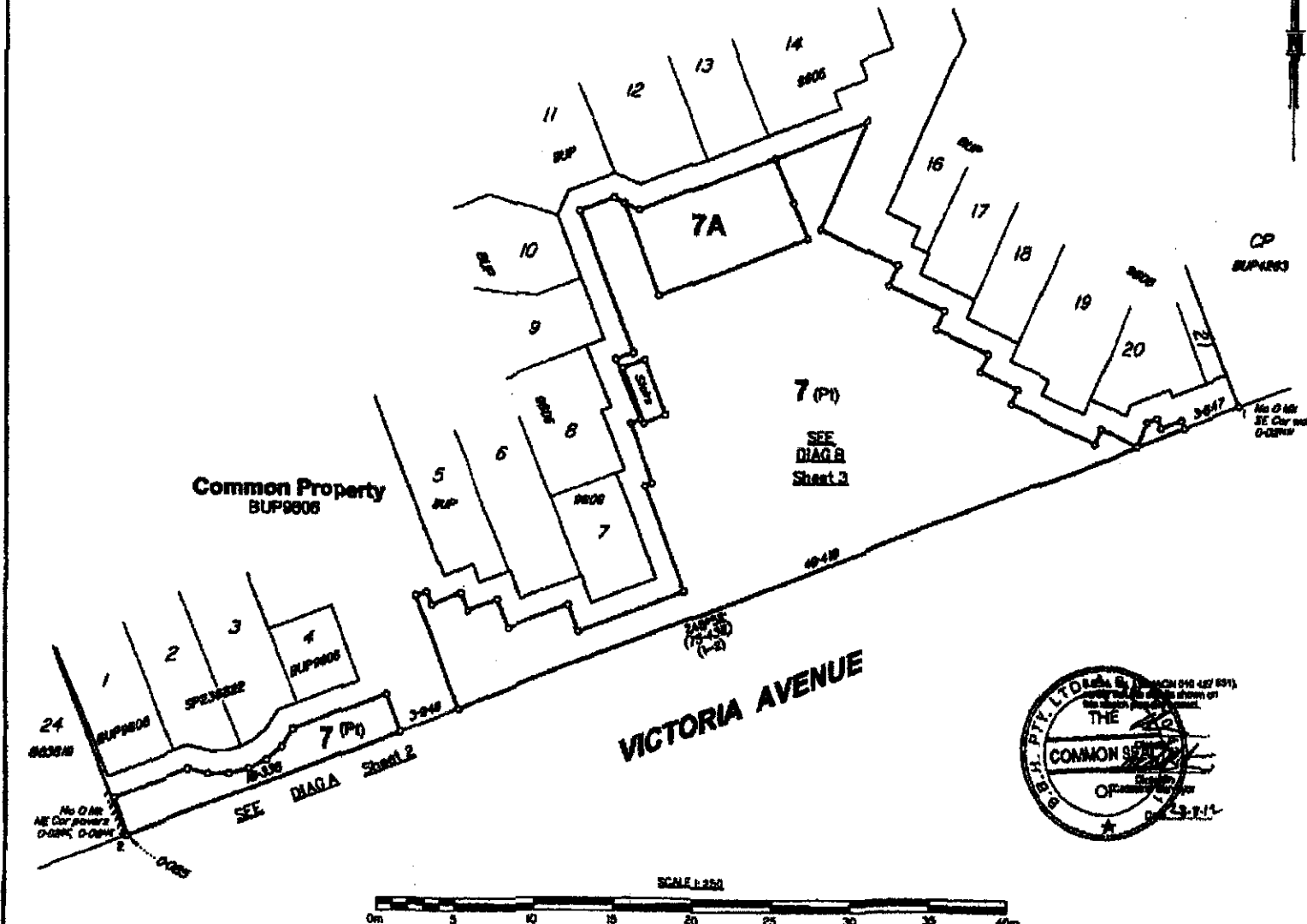
1. Drawn to Scale as A3 sheet.
2. Commonly Titled Scheme ... "VICTORIA SQUARE" CTS 5721
3. Title Reference ... 19200000.
4. Number to refer to this.

TITLE

Plan of
Exclusive Use Areas
7 & 7A
in part of the Common Property
on Level B (Ground Level) of
"VICTORIA SQUARE" CTS 5721

CLIENT VICTORIA SQUARE B/C

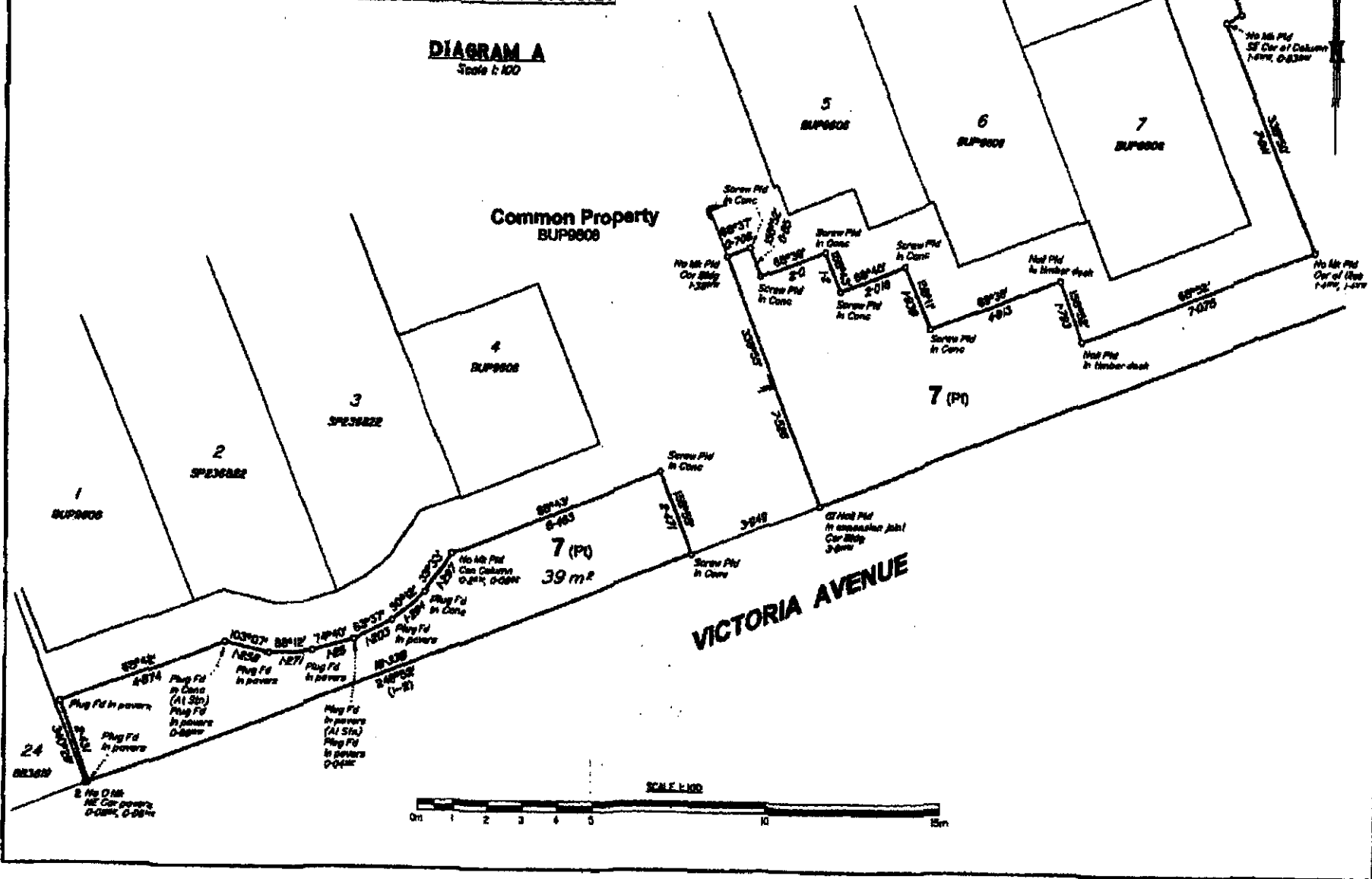
Drawn	JSC	Parish	JULISTON
Serv'd	BB	County	WARD
Approved	RM	Job Ref.	11181
Lookup	Comp File		11181.cpr
Drawn	22/08/2012	Draw File	11181EX05
SCALE	1:250	PLAN No.	7



PLAN G
EXCLUSIVE USE PLAN
"VICTORIA SQUARE" CTS 5721

DIAGRAM A
Scale 1:100

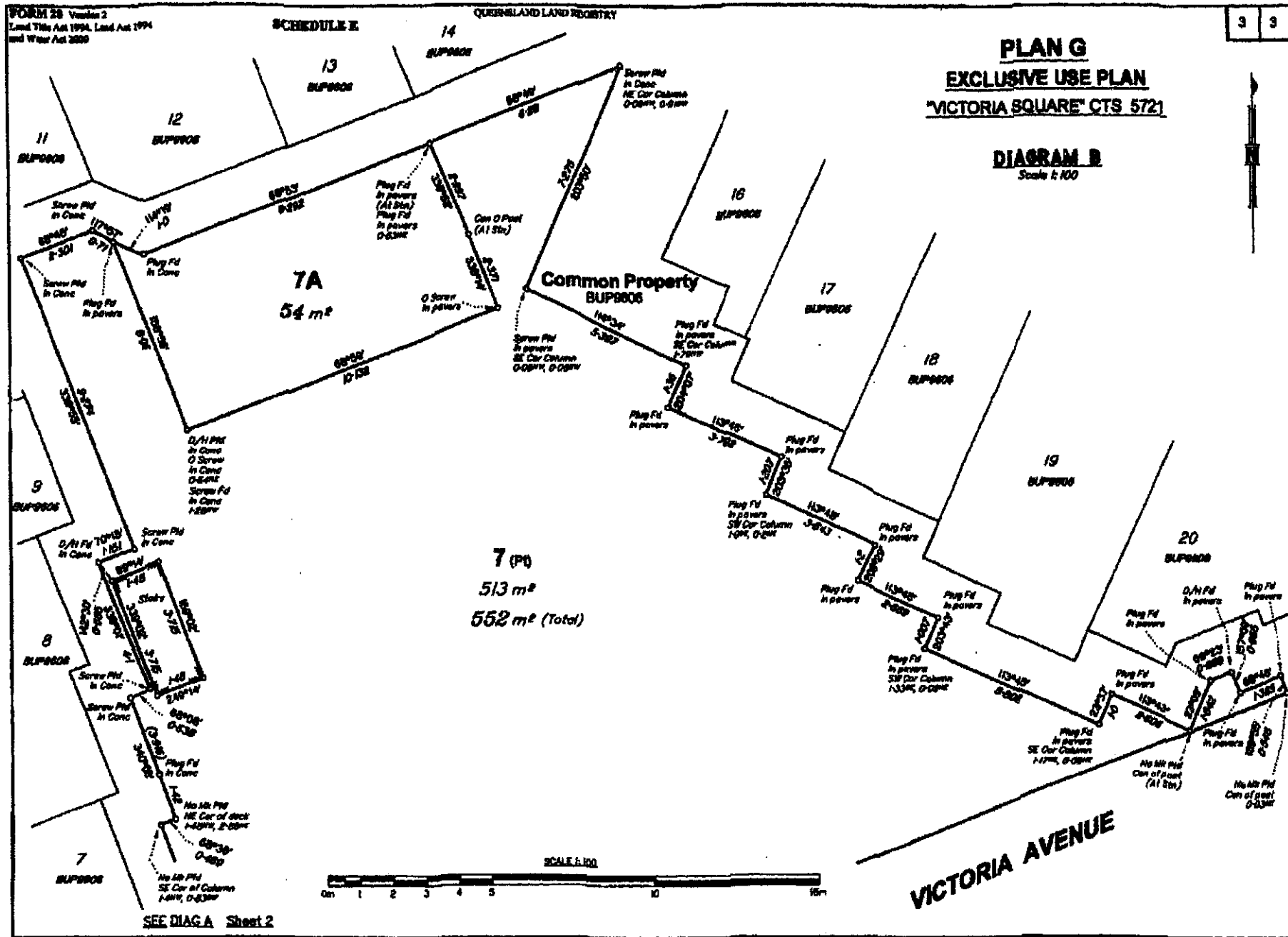
2 3



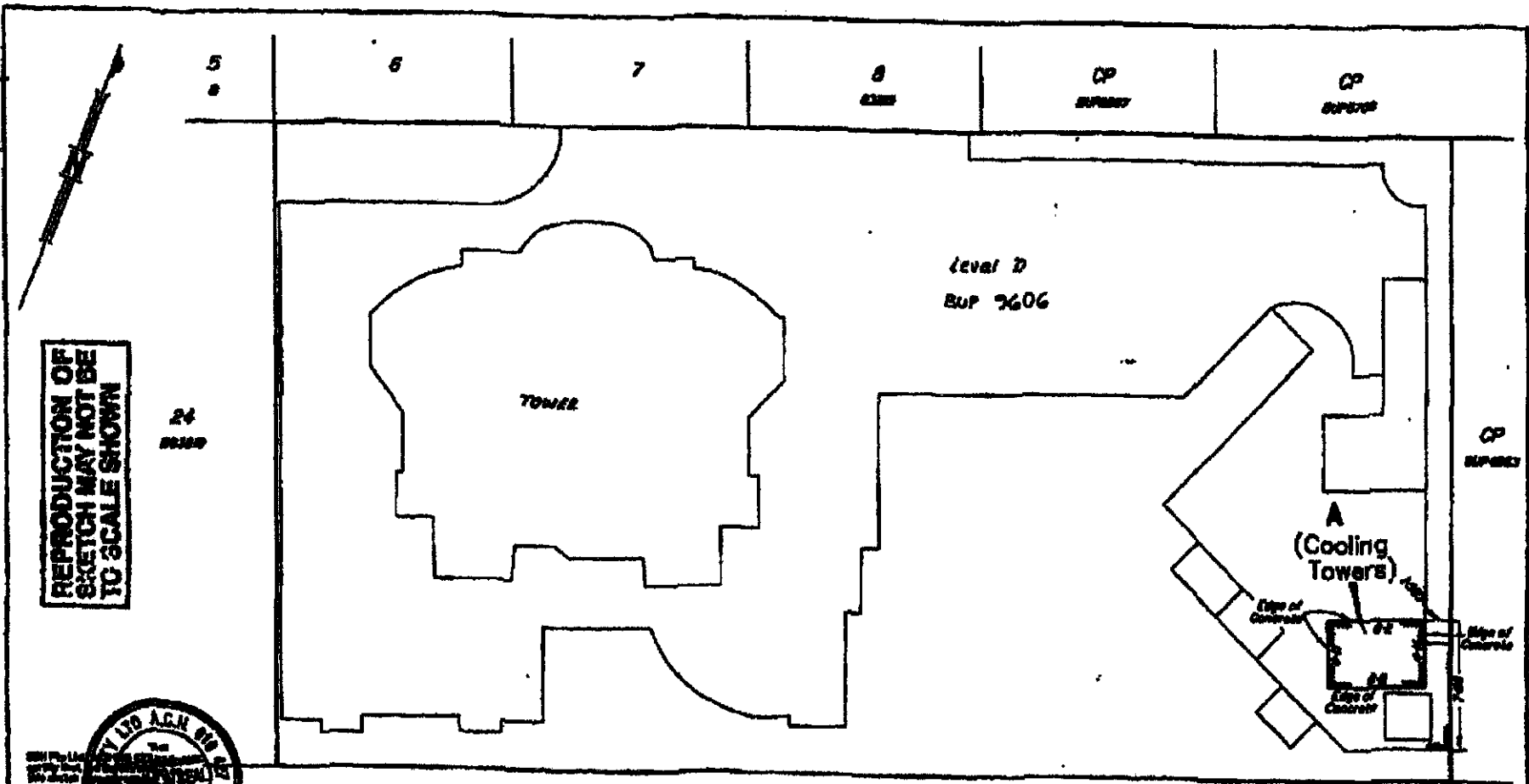
SEE
DIAG B
Sheet 3

PLAN G
EXCLUSIVE USE PLAN
"VICTORIA SQUARE" CTS 5721

DIAGRAM B
Scale 1:100



SEE DIAG A Sheet 2



REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN

24
BOP 7606

Level D
BOP 7606

TOWER

A
(Cooling Towers)

Edge of Concrete
Edge of Concrete
Edge of Concrete

CP
BOP 7606



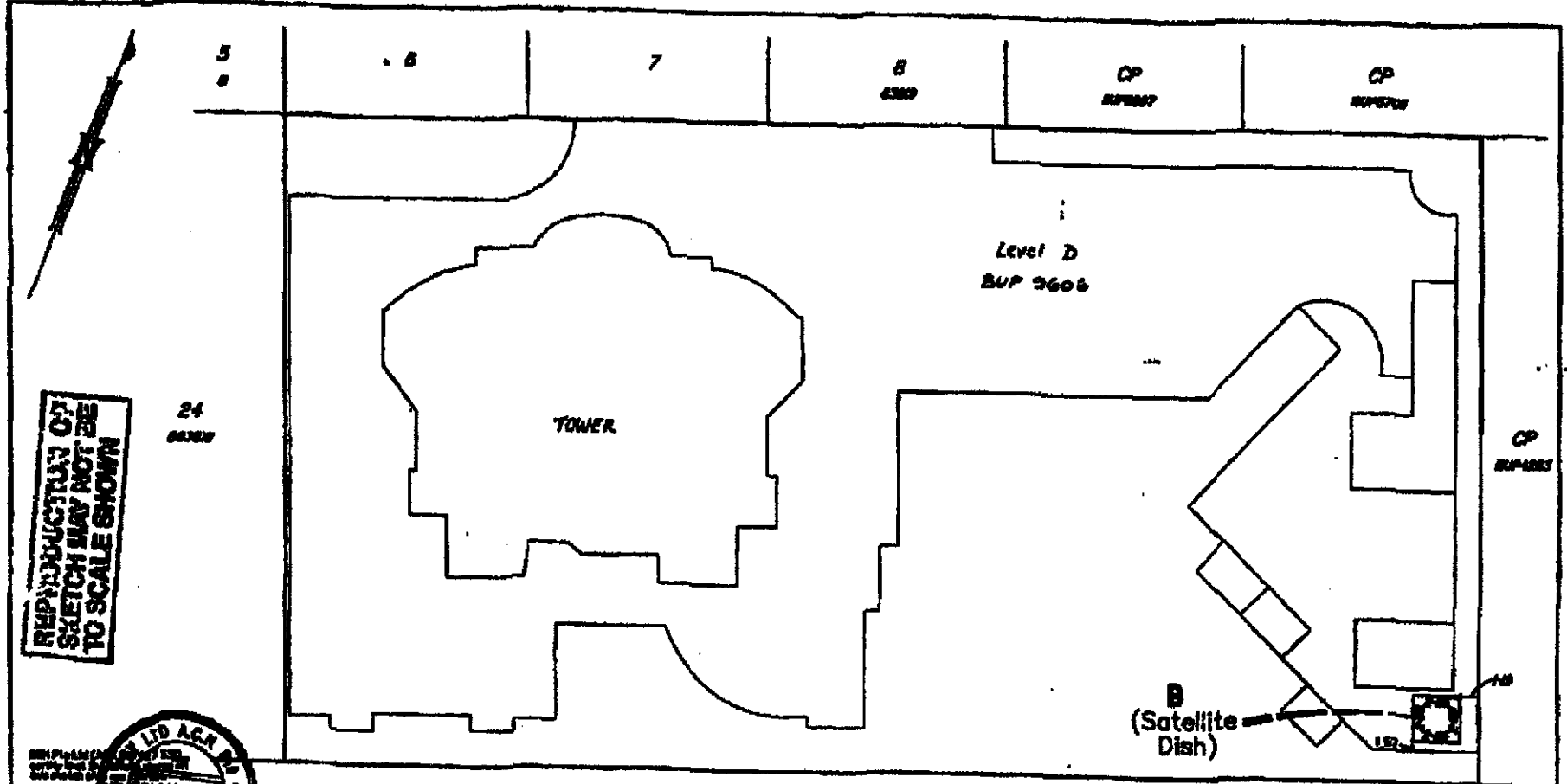
**PLAN H
SCHEDULE E**
"VICTORIA SQUARE" CTS 5721

VICTORIA AVENUE



BENNETT & BENNETT CONSULTING SURVEYORS 99 Upton Street, Bundel P.O. Box 5081 G.C.M.C. 4817		No. of AED 1/1000 Date 2/7/98	Assignments PLAN No. B DATE 2/7/98
Ph. (07) 55 740733 Fax (07) 55 740802		Authorised J.A.M. 1/1000 1/1000	PLAN No. B DATE 2/7/98
"PLAN OF EXCLUSIVE USE AREA - A" (Cooling Towers) In Part of the Common Property on Level D of "VICTORIA SQUARE" CTS 5721 Parish of DELSTON County of Ward		5012 1:250 5012 95,125, A48C 5012	THE PROPRIETORS "VICTORIA SQUARE"

- NOTES**
1. Drawn to Scale on A1 Sheet
 2. Commence from Schedule E "VICTORIA SQUARE COMMUNITY TIER'S REVIEW 1972"
 3. This Plan is a Survey
 4. All Angles are True
 5. The boundary shown is based on the above Report of Level D



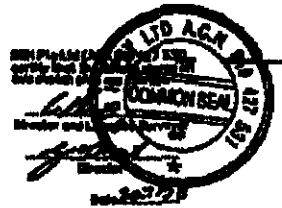
REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN

24 00000

Level D
BUP 2606

TOWER

B
(Satellite Dish)



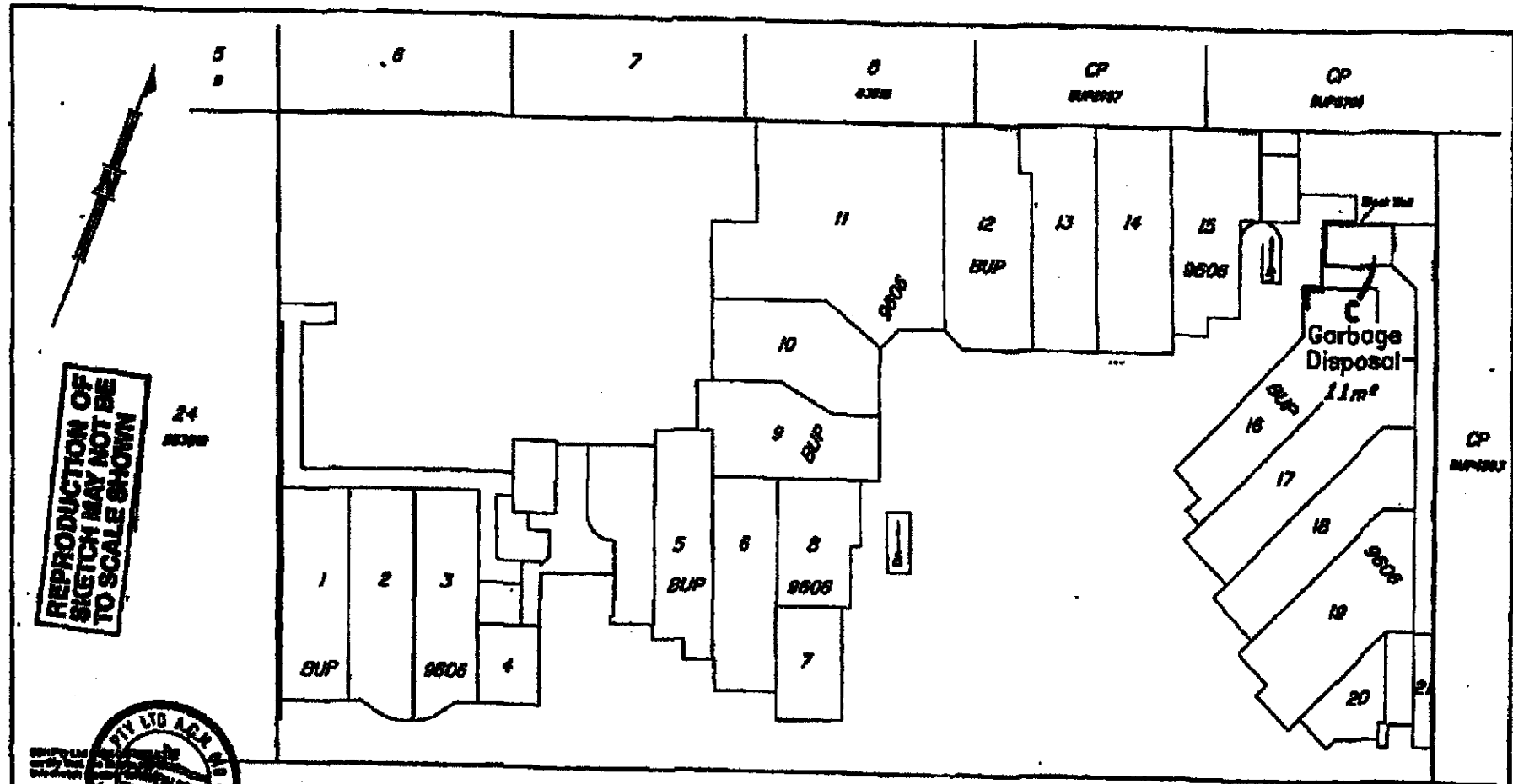
**PLAN I
SCHEDULE E**
"VICTORIA SQUARE" CTS 5721

VICTORIA AVENUE



BENNETT & BENNETT CONSULTING SURVEYORS 88 Upton Street, Sunda P.O. Box 5021 R.C.M.C. 4817 Ph. (07) 95 740733 Fax (07) 95 740802	Serv AED Drawn AJA Authorised SCALE 1:200 JOB No. 88.128.A48C DATE 2/7/98 THE PROPRIETORS "VICTORIA SQUARE"	1/Week 1/Week APPROVED PLAN No. 8 DATE 2/7/98
	"PLAN OF EXCLUSIVE USE AREA - B" (Satellite Dish) In Part of the Common Property on Level D of "VICTORIA SQUARE" CTS 5721 Parish of GILSTON County of Ward	

- NOTES:
1. Refer to Schedule A3 sheet
 2. Commonly Known Suburb - "VICTORIA SQUARE COMMONWEALTH TRUST SQUARE SITE"
 3. This Plan is prepared in accordance with the provisions of the Survey Act 1988.
 4. All dimensions are in meters.
 5. The location of the area shown is indicated in the location plan of Level D.



REPRODUCTION OF SKETCH MAY NOT BE TO SCALE SHOWN



**PLAN J
SCHEDULE E
"VICTORIA SQUARE" CTS 5721**

VICTORIA AVENUE



- 1. Shown to be on A.L. 1000
- 2. Containing the... "VICTORIA SQUARE COMMUNITY TRUST SCHOOL INC"
- 3. The... of...
- 4. All... of...

BENNETT & BENNETT CONSULTING SURVEYORS 88 Union Street, Bardon P.O. Box 5021 G.M.C. 4217 Ph. (07) 55 740733 Fax (07) 55 740202		Serv's A/D	F/Book	AMENDMENTS
		A/A	L/Book	
"PLAN OF EXCLUSIVE USE AREA - C" (Garbage Disposal) In Part of the Common Property on Lot 16 of "VICTORIA SQUARE" CTS 5721 Parish of GILSTON County of Ward		Authorised YES	A/D Serv's 15/02/22	PLAN No. 10
		SCALE 1:250	DATE 2/7/88	BY THE PROPRIETORS "VICTORIA SQUARE"