QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000 **GENERAL REQUEST** 

**Duty Imprint** 

FORM 14 Version 4 Page 1 of 1



722245315

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR THE BODY CORPORATE FOR THE WHARF APARTMENTS CTS 28245

Lodger (Name, address, E-mail & phone number) CHAMBERS RUSSELL LAWYERS PO BOX 100 150 **TUGUN QLD 4224** 

athomas@chambersrussell.com.au

Lodger Code BE 3333

2. Lot on Plan Description

COMMON PROPERTY OF THE WHARF APARTMENTS CTS 28245

**Title Reference** 

50318773

3. Registered Proprietor/State Lessee

THE BODY CORPORATE FOR THE WHARF APARTMENTS CTS 28245

4. Interest

**FEE SIMPLE** 

5. Applicant

THE BODY CORPORATE FOR THE WHARF APARTMENTS CTS 28245

Request

I hereby request that: In accordance with the New CMS deposited herewith be registered, incorporating the reallocation of car parking spaces pursauant to By-law 39 as shown on attackhed Plan marked "A"

**Execution by applicant** 

1910112022 **Execution Date** 

Applicages or Solicitor's Signature

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

**JAMES NICKLESS SOLICITOR** 

### **SCHEDULE**

FORM 20 Version 2 Page [ 1 ] of [ 1 ]

Title Reference [50318773

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: CMS VERSION 4

Name of authorised person or solicitor:

JAMES NICKLESS

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): CHAMBERS RUSSELL LAWYERS

Item/s being altered or corrected:

Page numbers/Total numbers

Details of alteration or minor correction:

Removing the repetive page number 2 as per alteration and including page number totals to each page of the CMS

Party represented (where signed by solicitor):

The Body Corporate for Wharf Apartments CTS 28245

uthopised person's or Solicitor's Signature

Name of authorised person or solicitor:

JAMES NICKLESS

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): CHAMBERS RUSSELL LAWYERS

Item/s being altered or corrected:

**EXCLUSIVE USE SKETCHES** 

Details of alteration or minor correction:

Replacing initial sketched submitted with respect to reduced size and legibility

Party represented (where signed by solicitor):

The Body Corporate for Wharf Apartments CTS 28245

Authorised person's or Solicitor's Signature

QUEENSLAND TITLES REGISTRY FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

Body Corporate and Community Management Act 1997

CMS Version 4 Page 1 of [Total] 9

THIS CMS MUST BE DEPOSITED WITH:

A FORM 14 CEMEDAL DECLIFOT, AND

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

THE BODY CORPORATE FOR THE WHARF **APARTMENTS CTS 28245** 

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

THE BODY CORPORATE FOR THE WHARF APARTMENTS CTS 28245

4. Scheme land

28245

Lot on Plan Description SEE ENLARGED PANEL Title Reference 50318773

Committee

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. 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

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be depo ord the CMS.

8. Execution by original owner/Consent of body corporate

Stephen hishe 23/12/2022 Chairperson

**Execution Date** 

\*Execution Nember \*Original owner to execute for a first community management statement \*Body corporate to execute for a <u>new</u> community management statement

**Privacy Statement** 

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# **ENLARGED PANEL**

FORM 20 Version 2 Page 2 of [Total]

# Title Reference [50318773]

## 4. Scheme Land

Description of Land	Country	Parish	Title Reference
Common Property of Whar		Gilston	50318773
Apartments CTS 28245			
Lot 101 on SP 120557	Ward	Gilston	50318774
Lot 102 on SP120557	Ward	Gilston	50318775
Lot 103 on SP120557	Ward	Gilston	50318776
Lot 201 on SP120557	Ward	Gilston	50318777
Lot 202 on SP120557	Ward	Gilston	50318778
Lot 203 on SP120557	Ward	Gilston	50318779
Lot 204 on SP120557	Ward	Gilston	50318780
Lot 301 on SP120557	Ward	Gilston	50318781
Lot 302 on SP120557	Ward	Gilston	50318782
Lot 303 on SP120557	Ward	Gilston	50318783
Lot 304 on SP120557	Ward	Gilston	50318784
Lot 401 on SP120557	Ward	Gilston	50318785
Lot 402 on SP120557	Ward	Gilston	50318786
Lot 501 on SP120557	Ward	Gilston	50318787
Lot 502 on SP120557	Ward	Gilston	50318788
Lot 601 on SP120557	Ward	Gilston	50318789
Lot 602 on SP120557	Ward	Gilston	50318790
Lot 701 on SP120557	Ward	Gilston	50318791
Lot 702 on SP120557	Ward	Gilston	50318792
Lot 801 on SP120557	Ward	Gilston	50318793
Lot 802 on SP120557	Ward	Gilston	50318794
Lot 901 on SP120557	Ward	Gilston	50318795
Lot 902 on SP120557	Ward	Gilston	50318796
Lot 1001 on SP120557	Ward	Gilston	50318797
Lot 1002 on SP120557	Ward	Gilston	50318798

# SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 101 on SP120557	3	3
Lot 102 on SP120557	3	3
Lot 103 on SP120557	5	5
Lot 201 on SP120557	3	3
Lot 202 on SP120557	3	3
Lot 203 on SP120557	3	3
Lot 204 on SP120557	3	3
Lot 301 on SP120557	3	3
Lot 302 on SP120557	3	3
Lot 303 on SP120557	3	3
Lot 304 on SP120557	3	3
Lot 401 on SP120557	4	4
Lot 402 on SP120557	4	4
Lot 501 on SP120557	4	4
Lot 502 on SP120557	4	4
Lot 601 on SP120557	4	4
Lot 602 on SP120557	4	4
Lot 701 on SP120557	4	4
Lot 702 on SP120557	4	4
Lot 801 on SP120557	4	4
Lot 802 on SP120557	4	4
Lot 901 on SP120557	4	4
Lot 902 on SP120557	4	4
Lot 1001 on SP120557	5	5
Lot 1002 on SP120557	5	5
TOTALS	93	93

# SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

## SCHEDULE C BY-LAWS

The following laws apply to the scheme:

## 1. Noise

The 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.

## 2. Vehicles

- 2.1 The occupier of a Lot must not, without the Body Corporate's written approval:
  - (a) Park a vehicle, or allow a vehicle to stand, n the Common Property; or
  - (b) Permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property.

### Title Reference [50318773]

- 2.2 An approval under sub-section (1) must state the period for which it is given.
- 2.3 However, the Body Corporate may cancel the approval by given seven (7) days written notice to the occupier.

#### 3. Obstruction

The occupier of a lot must not obstruct the lawful use of the Common Property by someone else.

#### 4. Damage to Lawns etc

- 4.1 The occupier of a lot must not, without the Body Corporate's written approval:
  - (a) Damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (b) Use a part of the Common Property as a garden.
- 4.2 An approval under sub-section (1) must state the period for which it is given.
- 4.3 However, the Body Corporate may cancel the approval by given seven (7) days written notice to the occupier.

#### 5. Damage to Common Property

- 5.1 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.
- 5.2 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.
- 5.3 The owner of a lot must keep a device installed under sub-section (2) in good order and repair

#### 6. Behaviour of Invitees

An occupier of a lot must take reasonable steps to ensure that the occupier's invitee's do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the Common Property.

## 7. Leaving of rubbish etc on the Common Property

The occupier of a lot 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.

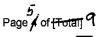
## 8. Appearance of Building/Clothes Drying

- 8.1 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.
- 8.2 The occupier of a lot must not, without the Body Corporate's written approval:
  - (a) Hang washing, bedding, or other cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
  - (b) 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.

#### 9. Storage of Flammable Materials

- 9.1 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 9.2 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.
- 9.3 However, this section does not apply to the storage of fuel in:
  - (a) The fuel tank of a vehicle, boat or internal combustion engine; or

## Title Reference [50318773]



(b) A tank kept on a vehicle or a boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

#### 10. Garbage Disposal

- 10.1 Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptable 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.
- 10.2 The occupier of a lot must:
  - (a) Comply with all government local laws about the disposal of garbage; and
  - (b) Ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

#### 11. Keeping of Animals

- 11.1 The occupier of a lot must not, without the Body Corporate's written approval:
  - (a) Bring or keep an animal on the lot or the common property; or
  - (b) Permit an invitee to bring or keep an animal on the lot or the common property.
- 11.2 The occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

#### 12. Aerials

An owner or occupier of a lot shall not erect outside wireless and television aerials or satellite receivers without the prior written consent of the Body Corporate.

#### 13. Structural Alterations

An owner or occupier of a lot shall not make any structural alteration to any lot (including any alterations to gas, water or electrical installations) without the prior written consent of the Body Corporate.

## 14. Tradesman

An owner or occupier of a lot shall not directly instruct any contactors or workmen employed by the Body Corporate unless so authorised.

## 15. Interior

Each owner or occupier of a lot shall be responsible for the interior maintenance and decoration of the lot.

## 16. Windows and Plate Glass

An owner or occupier of a lot shall, at their expense, keep the windows and any plate glass in the lot clean and promptly replaced with new glass of the same kind and weight if broken or cracked.

#### 17. Water

An owner or occupier of a lot shall not waste water and shall see that all water taps in the lot are promptly turned off after use.

#### 18. Water Apparatus

The water closets, and conveniences and other water apparatus, including waste pipes and drains shall not be used for any purpose 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 caused by the actions of the owner, members of the household, occupier, servants, tenants, agents or guests.

## 19. Damage to Services

An owner or occupier of a lot shall give the Committee prompt notice of any accident to or defect in the waterpipes, gas pipes, electric or gas installations or fixtures and the Committee, by its agents or servants, shall have authority in the circumstances, having regards to the urgency involved, to enter a lot, examine or make such repairs to renovations as they may deem necessary for the safety and preservation of the building or parcel as often as may be necessary and such entry shall not constitute trespass.

#### 20. Vermin

An owner or occupier of a lot shall keep the lot clean and take all practicable steps to prevent infestation by vermin or insects.

## 21. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any lot, the owner or occupier of such lot shall give written notice and any other information which may be required to the Committee and shall pay the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any other part of the building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

#### 22. Insurance

An owner or occupier of a lot shall not bring to, do or keep anything in his lot which may void any insurance policy in respect of the building, property or parcel, increase the rare of fire insurance on the building or any property on the parcel or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the building or any property on the parcel.

#### 23. <u>Sound</u>

- 23.1 All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause annoyance to the other owners or occupiers of lots;
- 23.2 An owner or occupier of a lot shall not hold or permit to be held any social gatherings in the lot in which there shall occur any noise which interferes with the peace and quietness of an other owner or occupier of a lot at any time of the day or night.
- 23.3 The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible at all to any other owner or occupier of a lot.
- 23.4 An owner or occupier of a lot shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in a lot between the hours of 10:00 pm and 8:00 am.
- 23.5 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 10:00 pm. Practicing during the same hours is permissible but not for longer than one hour at a time, or for a total of more than three hours a day.

## 24. Disturbance

- 24.1 Owners and occupiers of lots shall request guests leaving after 11:00 pm to leave quietly and quietness shall be observed when an owner or occupier of a lot returns to the building after 10:00 pm and before 7:00 am.
- 24.2 No child shall be allowed to cry unattended and no child, servant or guest of a owner or occupier of a lot shall be permitted to cause any annoyance to any other owner or occupier of a lot.
- 24.3 In the event of any unavoidable noise in a lot at any time, the owner or occupier shall take all practical means to minimise annoyance to the owners or occupiers of lots, including closing all doors, windows ad curtains of the lot.

## 25. Removals

An owner or occupier of a lot shall not move any furniture, piano or safe into or out of any lot without prior notice given to the Committee and the moving must be done in the manner and at the time directed by the Committee or a duly delegated person.

## 26. Security

An owner or occupier of a lot shall securely fasten all doors and windows to his/her lot on all occasions when the lot is left unoccupied and the Committee, its servants, agent or the manager shall have the right to enter without committing trespass and fasten any doors or windows.

#### 27. Access

- 27.1 Upon 24 hours' written notice the Committee, its servants, agents and contractors, or the manager, shall be permitted by an owner or occupier to enter the lot to inspect, maintain, repair or renew pipes, wires, cables and ducts in the lot and capable of being used in connection with the enjoyment of any other lot or common property, o to maintain, repair or renew common property, or to ensure that the by-laws are being observed.
- 27.2 Such maintenance, repair or renewal shall be at the expense of the owner or occupier of the lot in cases where the need for such maintenance, repair or renewal is due to any act or default of the owner or occupier, or their guests, servants or agents.
- 27.3 If not so permitted, they may effect an entry and such entry shall not constitute trespass.
- 27.4 The committee or manager, in exercising the power, shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

#### 28. Copies

A copy of these by-laws (or a summary approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

## 29. Compliance

The owner or occupier of a lot shall ensure that by-laws be observed not only by the owner or occupier, but also by their guests, servants, employees, agents, children, invitees and licensees.

#### 30. Signage

The manager is authorised to erect any signage on Common Property which is provided for under any applicable Service Contract or Letting Agent Authorisation. The Body Corporate grants the manager a licence to use the Common Property for such purpose. The manager must maintain such signage in good order and condition and in a tidy and clean state at all times.

#### 31. Swimming Pool

- 31.1 The swimming pool shall not be used between the hours of 10:00 pm and 7:0 am and children shall not be allowed to use the pool unless supervised by an adult.
- 31.2 No diving, jumping, running or eating or drinking is permitted in and around the swimming pool.
- 31.3 No throwing of objects or intentionally splashing is permitted and no objects other than flotation devices for the assistance of children or the aged are permitted in the swimming pool.
- 31.4 No activities which may cause annoyance, nuisance or damage to other users of the pool or owners or occupiers of lots are permitted.
- 31.5 People must no create a nuisance in relation to the operation of the swimming pool or use its controls without the consent of the Body Corporate.

### 32. Residential Use

Each lot, other than the manager's lot, shall be used for residential purposes only.

#### 33. Manager's Lot

While the owner or occupier of Lot 103 is authorised by any relevant authority, and has a valid agreement with the Body Corporate to manage and let units in the building, the manager's lot may be used for residential, management and letting purposes, and the Body Corporate is empowered to enter any agreement for the purpose of allowing management of the parcel and building and letting of lots.

#### 34. <u>Sales</u>

## Title Reference [50318773]



While the original owner remains an owner of any lot in the building, it and its officers, servants or agents, shall be entitled to use any lot, of which it is a registered owner or holds occupation under a lease or tenancy agreement, as a display lot and shall be entitled to allow prospective Buyers to inspect any lot and shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about the building and common property as it thinks fit.

## 35. Throwing Objects

An owner or occupier of a lot shall not throw or allow to fall or permit to suffer to be thrown or fall any object or substance out of the windows or doors or down in the staircase, passages or skylights, from balconies from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by a breach of this by-law shall be borne by the owner concerned.

## 36. External Blinds, Shutters and Awnings

No external, blinds, shutters or awnings shall be erected with the prior written consent of the Committee.

### 37. Curtains

An owner or occupier of a lot shall not hang, install, remove or replace a curtain, curtain backing, blind or window tinting unless the colour and design has the prior written consent of the committee.

#### 38. Air-Conditioning

An owner or occupier of a lot shall not install any air-conditioning equipment on the outside of the lot without the prior written consent of the Committee.

## 39. Exclusive Use for Car Parking

Each lot owner shall be entitled to the exclusive use of the car parking space or spaces the identifying number or numbers of which are set out in Schedule E and shown on Plan "A" attached hereto.

The Body Corporate Committee is hereby authorised to vary the allocations upon the written request of lot owners.

Each lot owner shall use the allocated car space or spaces for the purpose of parking registered motor vehicles and shall not litter the same or create a nuisance in relation to the use of the car space or spaces.

## 40. Exclusive Use for Storage

The owner of Lot 103 shall be entitled to the exclusive use of the storage area set out in Schedule E and marked "S1" on Plan "A" attached hereto.

## 41. Exclusive Use of Rooftop

The owners of Lots 1001 and 1002 shall be entitled to the exclusive use of the rooftop areas set out in Schedule E and shown as Areas "A" and "B" on Plan "B" attached hereto.

# SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not applicable

## SCHEDULE E

# DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

## BY LAW 39 - CAR PARKING AS SHOWN ON ATTACHED PLAN MARKED PLAN "A"

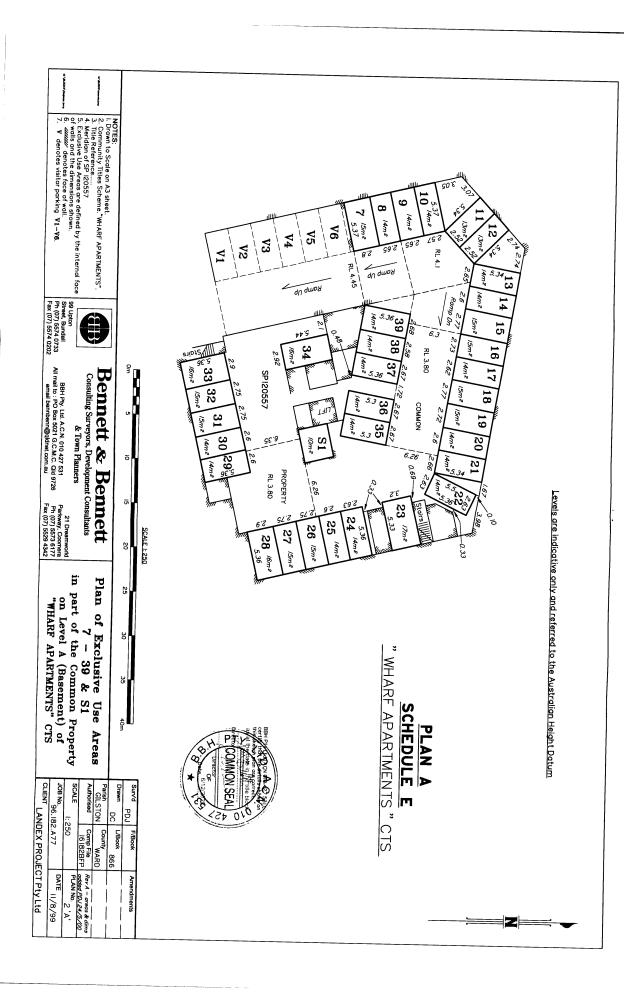
Lot Number	Car Space Number
Lot 101 on SP120557	7
Lot 102 on SP120557	8
Lot 103 on SP120557	33,34
Lot 201 on SP120557	9
Lot 202 on SP120557	10
Lot 203 on SP120557	11
Lot 204 on SP120557	12
Lot 301 on SP120557	13
Lot 302 on SP120557	14
Lot 303 on SP120557	15
Lot 304 on SP120557	39
Lot 401 on SP120557	32
Lot 402 on SP120557	31
Lot 501 on SP120557	35
Lot 502 on SP120557	16
Lot 601 on SP120557	36
Lot 602 on SP120557	26
Lot 701 on SP120557	21, 22
Lot 702 on SP120557	23
Lot 801 on SP120557	17,18
Lot 802 on SP120557	37,38
Lot 901 on SP120557	24,25
Lot 902 on SP120557	19,20
Lot 1001 on SP120557	29,30
Lot 1002 on SP120557	27,28

## BY LAW 40 – STORAGE SPACE AS SHOWN ON ATTACHED PLAN MARKED PLAN "A"

Lot 103 SP 120557 - Storage Space S1

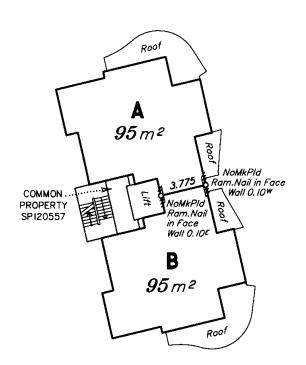
## BY LAW 41 - ROOFTOP AREA AS SHOWN ON ATTACHED PLAN MARKED PLAN "B"

Lot 1001 SP 120557 - Area "A" Lot 1002 SP 120557 - Area "B"



# PLAN B SCHEDULE E

" WHARF APARTMENTS " CTS



- I. Drawn to Scale on A4 sheet.
  2. Community Titles Scheme. "WHARF APARTMENTS".
- 3. Title Reference....
- 4. Meridian of SP 120557
- 5. Exclusive Use Areas are defined by the centrelines of all walls and the dimensions shown.



SCALE 1: 250

20 35



Ph (07) 5574 0733

Fax (07) 5574 0202

Bundall

# Bennett & Bennett

Consulting Surveyors, Development Consultants & Town Planners

21 Dreamworld Parkway, Coomera

BBH Pty. Ltd. A.C.N. 010 427 531 All mail to : PO Box 5021 G.C.M.C. Qld 9726 email bennbenn@qldnet.com.au

Ph (07) 5573 6177 Fax (07) 5529 4342

Plan of Exclusive Use Areas A - B in part of the Common Property on Level L (Roof Level) of "WHARF APARTMENTS" CTS

Surv'd PDJ	F/Book	Amendments		
Drawn DC	L/Book			
Parish GILSTON	County WARD			
Authorised	Comp File 16182BFP			
SCALE I: 250		PLAN No. 3'A'		
JOB No. 96.18	DATE 13/04/00			
CLIENT LANDEX PROJECT P/L				

Our ref: Your ref. JXN:CTW:GLC220180



19 January 2023

Brisbane Titles Registry Office GPO Box 1401 BRISBANE, QLD 4001

By way of Express

Dear Sir/Madam,

# Prepare and Lodge new CMS

We enclose for the lodgement:

- (a) Form 14 General Request for New CMS
- (b) Credit Card Authorisation form for \$101.76

If you have any queries please contact us.

Yours sincerely

Chambers Russell Lawyers QLD

James Nickless

Partner

jnickless@chambersrussell.com.au

Contact: Ca

Cameron Wilson | Senior Associate cwilson@chambersrussell.com.au

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