

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

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Dealing Number

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|--|---|--------------------------------------|
| <p>1. Nature of request
Request to Record a new Community Management Statement for the Body Corporate for Burleigh on the Beach Community Titles Scheme 26686</p> | <p>Lodger (Name, address, E-mail & phone number)
JG Settlements on behalf of Mathews Hunt Legal
Tower One Southport Central Suite 1701, Lvl 7, 56 Scarborough Street, Southport Qld 4215
Tel: 617 5555 8000 Ref: PH:JC:107984
Email: admin@mathewshuntlegal.com.au</p> | <p>Lodger Code
EF 219</p> |
| <p>2. Lot on Plan Description

Common Property for Burleigh on the Beach Community Titles Scheme 26686</p> | <p>Title Reference
50260970</p> | |
| <p>3. Registered Proprietor/State Lessee
Body Corporate for Burleigh on the Beach Community Titles Scheme 26686</p> | | |
| <p>4. Interest
Not Applicable</p> | | |
| <p>5. Applicant
Body Corporate for Burleigh on the Beach Community Titles Scheme 26686</p> | | |

6. Request
I hereby request that the new Community Management Statement deposited herewith which amends Schedule C be recorded as the new Community Management Statement for Burleigh on the Beach Community Titles Scheme 26686

7. Execution by applicant

06/08/2024
Execution Date


Peter Anthony Urquhart Hunt
Solicitor's Signature

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

26686

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

**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 Burleigh on the Beach Community Titles Scheme 26686	2. Regulation module Accommodation Module
3. Name of body corporate Body Corporate for Burleigh on the Beach Community Titles Scheme 26686	
4. Scheme land	
Lot on Plan Description Common Property of Burleigh on the Beach Community Titles Scheme 26686 Lots 1 to 35 on SP 117531	Title Reference 50260970 50260971-50261005
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 pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

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

8. Execution by original owner/Consent of body corporate

(seal of body corporate)



31/7/2024
Execution Date

Neil Haycraft
 Name: Neil Haycraft, Chairperson
 Chairperson/Secretary of the Body Corporate for
 Burleigh on the Beach CTS 26686

Jennifer Wray
 Name: Jennifer Wray, Ordinary Committee Member
 Committee Member of the Body Corporate for The
 Burleigh on the Beach CTS 26686

***Execution**

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

Privacy Statement

Collection of information from this is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP 117531	9	9
Lot 2 on SP 117531	7	7
Lot 3 on SP 117531	8	8
Lot 4 on SP 117531	8	8
Lot 5 on SP 117531	7	7
Lot 6 on SP 117531	7	7
Lot 7 on SP 117531	8	8
Lot 8 on SP 117531	8	8
Lot 9 on SP 117531	7	7
Lot 10 on SP 117531	7	7
Lot 11 on SP 117531	8	8
Lot 12 on SP 117531	8	8
Lot 13 on SP 117531	7	7
Lot 14 on SP 117531	7	7
Lot 15 on SP 117531	8	8
Lot 16 on SP 117531	8	8
Lot 17 on SP 117531	7	7
Lot 18 on SP 117531	7	7
Lot 19 on SP 117531	8	8
Lot 20 on SP 117531	8	8
Lot 21 on SP 117531	7	7
Lot 22 on SP 117531	7	7
Lot 23 on SP 117531	8	8
Lot 24 on SP 117531	8	8
Lot 25 on SP 117531	7	7
Lot 26 on SP 117531	7	7
Lot 27 on SP 117531	9	9
Lot 28 on SP 117531	9	9
Lot 29 on SP 117531	7	7
Lot 30 on SP 117531	7	7
Lot 31 on SP 117531	9	9
Lot 32 on SP 117531	9	9
Lot 33 on SP 117531	7	7
Lot 34 on SP 117531	7	7
Lot 35 on SP 117531	8	8
TOTALS	268	268

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

SCHEDULE C	BY-LAWS
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PART A - PRELIMINARY

1. **Structure**

1.1. These by-laws are set out in the following structure:

- (a) Part A - Preliminary
- (b) Part B - Interferences
- (c) Part C - Works
- (d) Part D - Regulation of use
- (e) Part E - Exclusive use

2. **Definitions and interpretation**

2.1. The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997(Qld)*.
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Common Property'** means Scheme Land that is not included in a Lot.
- (e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (f) **'Lot'** means a lot in the Scheme.
- (g) **'Occupier'** means any person that occupies a Lot.
- (h) **'Owner'** means an owner of a Lot.
- (i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (j) **'Scheme'** means Burleigh on the Beach CTS 26686.
- (k) **'Scheme Land'** means any land within the Scheme, including any Lot and the Common Property.
- (l) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (m) **'Smoke'** means –
 - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
 - (ii) for a personal vaporiser—inhale through the vaporiser; or
 - (iii) for a hookah—inhale through the hookah

- (n) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (o) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.
- (p) **'QBCC'** means Queensland Building and Construction Commission.

- 2.2. In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3. If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4. The singular includes the plural and vice versa.
- 2.5. Words importing a gender include other genders.

3. **Applicability of these by-laws**

- 3.1. An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2. Occupiers must:
 - (a) comply with these by-laws to the extent they apply to an Owner; and
 - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4. **Tenancies**

- 4.1. If an Owner lets their Lot for a term of six months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
 - (a) the name of the tenant and all Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy;
 - (d) the name and service address of the Owner's letting agent for the tenancy; and
 - (e) any other information the Body Corporate may reasonably require.

5. **Application and approval process**

- 5.1. This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2. When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
 - (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.

- 5.3. An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4. If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

PART B - INTERFERENCES

6. Noise and nuisances

- 6.1. An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

7. Obstruction

- 7.1. An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property.

8. Prohibition of smoking on common property and lot property outdoor areas

An Owner or Occupier must not, and must ensure their visitors do not, Smoke cigarettes or e-cigarettes or vapes on:

- (a) Common Property;
- (b) any lot property, outdoor balcony, courtyard or patio.

9. Auctions

- 9.1. An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10. Garage sales

- 10.1. An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

11. Parking

- 11.1. An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
 - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

12. Vehicles

- 12.1. Vehicles must be operated in accordance with all public road rules and must not be driven in a manner that creates a hazard to property or persons.

13. Communications

- 13.1. Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
 - (b) a nuisance;
 - (c) threatening or intimidating;
 - (d) defamatory; or
 - (e) anti-social.

PART C - WORKS

14. Damage

- 14.1. An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

15. Common Property Improvements

- 15.1. An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 15.2. A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

16. Boundary Improvements

- 16.1. An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) a slab (including without limitation drilling into a slab);
 - (b) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
 - (c) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot; or
 - (d) roofing membranes that are not common property but that provide protection for lots or common property.

17. Structural Improvements

- 17.1. An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:
- (a) foundation structures;
 - (b) roofing structures providing protection; or
 - (c) essential supporting framework, including but not limited to load-bearing walls.

18. Lot Improvements

- 18.1. An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.
- 18.2. When making an Improvement to Lot, in addition to any other requirements under these by-laws, an approval by the Body Corporate, the Act or the Regulation Module the Owner or Occupier must ensure:

- (a) the work is only carried out between the hours of 9.00am and 4.30pm, Monday to Friday or at other times approved by the Committee. No work is to be carried out on public holidays, Saturday or Sunday, during Easter or Christmas or School Holidays;
- (b) if the works will result in noise, the Owner or Occupier must give the Caretaking Service Contractor 48 hours' notice;
- (c) for specific works creating excessive noise, such as jack hammering, 48 hours' notice of intention to carry out such work is given to the Caretaking Service Contractor and a notice must be posted in writing on all noticeboards by the Owner or Occupier, so that all Owners and Occupiers can be advised. The Caretaking Service Contractor will advise the Owner or Occupier the specific time and date when such work can be carried out, with such requests to be dealt with in a reasonable manner;
- (d) that all trade vehicles are parked in the Owner or Occupiers designated car parks; and
- (e) contractors are provided with Security Access Devices as necessary and ensure that full security measures are adopted and kept in place including ensuring that all Security Access Devices are returned to the Owner or Occupier on completion of work.

19. Floor coverings

- 19.1. An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that interferes unreasonably with the peaceful enjoyment of a Lot or the Common Property by another person.
- 19.2. When installing hard flooring in the Scheme, in addition to any other requirements under these by-laws, an approval by the Body Corporate, the Act or the Regulation Module the Owner or Occupier must ensure:
 - (a) all floor covering replacements are adequately sound insulated such that the impact sound rating (Lntw rating) for the flooring system contemplated by the Improvement does not at any time exceed Lntw 55;
 - (b) within 14 days of completion of the Improvement, the Owner or Occupier provides the Body Corporate with evidence the flooring meets the required stands of the by-laws;
 - (c) balcony floor tiling and the interior walls of balconies are only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building. If new tiling is to be laid on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed. Upon removing the old tiles (and if applicable old waterproofing membrane), a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane; and
 - (d) the machine cutting of tiles, aluminium sheeting or extension, or metallic, stone, marble or composite materials is not permitted on Common Property and only on balcony areas in a fully enclosed vacuum tent.

20. External appearance of a lot

- 20.1. The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot (including without limitation, an improvement or the placement of an item) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land.

21. Improvement conditions

- 21.1. When carrying out an Improvement in the Scheme, in addition to any other requirements under these by-laws, an approval by the Body Corporate, the Act or the Regulation Module the Owner or Occupier must ensure:
 - (a) if required by the QBCC, including any legislation that falls within the regulatory responsibilities of the QBCC, the works must be undertaken by a licensed builder or Owner in accordance with the requirements of the QBCC, who will be deemed to be the primary contractor;
 - (b) If the local government approval is required for the Improvement (for example alteration, removal or modifications to the primary structural walls or pillars, installation of wind breaks, major alterations to plumbing, repositioning of water or waste pipes penetrating the floor slab or removing free rated walls) this must be obtained by the relevant Owner prior to Body Corporate giving its consent;

- (c) if approval from the Queensland Fire Authority is required (for example moving sprinkler heads and plumbing alternation to fire walls etc.) this must be obtained by the relevant owner or occupier prior to the Body Corporate giving its consent;
- (d) the Owner must obtain public liability insurance for an amount reasonable determined by the committee, which must cover the Improvements from the commencement date until the completion date;
- (e) any contractor performing the Improvements must obtain public liability insurance for a minimum of \$10 million;
- (f) all Improvements must be undertaken in accordance with all relevant legislation and local government requirement, including but not limited to the Building Act 1975, the Standing Building Regulation 1993, the Building Code of Australia and Fire Regulations;
- (g) all electrical work is to be carried out in accordance with all relevant Australian Standards by appropriately licensed electrician. Within 14 days of completion of the Improvement, the Owner or Occupier must obtain from the licensed electrician and provide to the Body Corporate a signed completion notice certifying that all electrical work has been completed in accordance with all relevant Australian Standards and that all circuits have been tested and found satisfactory;
- (h) all plumbing work is to be carried out by an appropriately licensed plumber in accordance with all relevant Australian Standards;
- (i) prior to commencement of plumbing work, water and waste pipes penetrating the floor slab to the Lot below must be sealed and waterproofed. Within 14 days of completion of the Improvement, the Owner or Occupier must obtain from a licensed plumber and provide to the Body Corporate, a signed completion notice and Council certification and, if applicable, certifying that all plumbing work has been carried out in accordance with Australian Standards and that all plumbing has been pressure tested and found satisfactory;
- (j) plumbing, electrical, water, or air conditioning inspection ports or manholes in ceilings and/or walls must remain accessible and are not to be altered or permanently covered without the specific approval of the Body Corporate;
- (k) if works require approval from the Queensland Fire Authority that work is to be carried out by a qualified fire protection engineer, in conjunction with the current Body Corporate Fire Protection Entity. Within 14 days of completion of the Improvements, the owner or occupier must obtain, from the Fire Protection Engineer and provide to the Body corporate, a signed certificate confirming compliance with the relevant Australian Standards and Fire Regulations;
- (l) contractors rubbish is removed from the building and not placed in the Body Corporate bins, or Common Property;
- (m) all call out costs for the fire services or lift contractors caused by the works are to be charged to the Owner or Occupier;
- (n) contractors do not have radios playing loudly or have breaks, meals or Smoke on Common Property;
- (o) all work is carried out in a clean and efficient manner. Common area foyers are to be protectively covered to the unit door at all times, when works are being performed. The foyer must be cleaned immediately after use each day;
- (p) the foyer, fire stairs or any other Common Property area (including but not limited to owner or occupier car parks or exclusive use areas) are not to be used to store materials, undertake works or store rubbish associated with the works;
- (q) all waste is be removed by the contractor or Owner or Occupier as applicable and not placed in the refuse system. Contractor rubbish skips can be placed where directed by the Caretaking Service Contactor but must not be left over weekends;
- (r) if the Caretaking Service Contactor is required to clean the foyers or other areas of common property as a result of the Works, the Owner or Occupier is charged at the rate of \$20.00 per half hour;

- (s) no person uses the Common Property power anywhere in the building for private reasons except as permitted by the Committee in writing and this permission will only extend to the power required for the opening and closing of doors for enclosed car spaces;
- (t) no external light fitting is replaced without the written approval of the Committee; and
- (u) doors into the foyer areas are the subject of strict fire regulations and must not be altered in anyway whatsoever, including but not limited to changes to the locking mechanism, trimming the doors etc. If such alterations occur, the Owner or Occupier will be responsible for the costs of repairing the doors to the relevant fire regulation standards.

PART D - REGULATION OF USE

22. Animals

- 22.1. Other than a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier 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 a Visitor to bring or keep an animal on the Lot or Common Property.
- 22.2. When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
 - (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;
 - (c) ensure that the animal is kept within the Lot while present on the Scheme Land (except in the case of an assistance animal) and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (d) (except in the case of an assistance animal) ensure the animal only traverses Common Property for the purpose of being brought directly onto or taken directly off the Scheme Land, at which time the animal must be carried or leashed;
 - (e) unless otherwise approved in writing by the Body Corporate, ensure access to the building is only gained with the animal through the car park basement. The animal is not to enter or leave through the main entrance;
 - (f) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (g) ensure the animal carries a name tag identifying the animal and its owner.

23. Alienation

- 23.1. An Owner or Occupier must not, without the written approval of the Body Corporate:
 - (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
 - (b) alienate in any way any part of the common property; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

24. Common Property Garbage

- 24.1. An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 24.2. An Owner or Occupier must:
 - (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (b) place all recyclable rubbish in the recycling receptacles;

- (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (e) not cause damage to the garbage receptacles;
- (f) not overfill the garbage receptacles; and
- (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

25. Dangerous substances

- 25.1. An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or
 - (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

26. Removals

- 26.1. An Owner or Occupier shall not move any furniture into or out of a lot without:
- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
 - (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

27. No interference

- 27.1. An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
 - (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

28. Interference with support, shelter, utility infrastructure

- 28.1. An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
 - (b) utility infrastructure or utility services; or
 - (c) body corporate assets.

29. Health and safety

- 29.1. Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
 - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
 - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

30. Social functions

- 30.1. An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

31. Use of lots

- 31.1. Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes; or
- (b) a home office that does not compete with the Caretaking Service Contractor; or
- (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

- 31.2. An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

32. Letterbox

- 32.1. An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

33. Security

- 33.1. An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor;
- (d) permit a Visitor to use the common property facilities (including without limitation the pool, BBQ area, gym and spa) while the Owner or Occupier is not present at the Scheme; or
- (e) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

34. BBQ Area

- 34.1. Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property subject to compliance with the following conditions:

- (a) the BBQ and surrounding areas must not be used between the hours of 9:00pm and 7:00am, unless the written approval of the Body Corporate is obtained;
- (b) Owners, Occupiers and their Visitors must not Smoke in the BBQ area;
- (c) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
- (d) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier; and
- (e) the barbeque must be cleaned and tidied after use.

35. Gym

35.1. Owners, Occupiers and their Visitors may use the gym on the Common Property subject to compliance with the following conditions:

- (a) the gym must not be used between the hours of 9:00pm and 7:00am, unless the written approval of the Body Corporate is obtained;
- (b) the use must does not cause damage to the Common Property or Body Corporate assets;
- (c) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (d) the use must not cause a hazard or safely risk,
- (e) a person using the gym must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a child who is unable to use the gym equipment safely must be supervised);
- (f) the equipment must only be used for its intended purpose;
- (g) towels must be placed on equipment during use to prevent sweat on the equipment;
- (h) the area must be left clean and tidy after use;
- (i) all moveable equipment must be returned to their designated place after use; and
- (j) any sweat on the equipment must be wiped and sanitised after use.

36. Pool

36.1. Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:

- (a) the pool and surrounding areas must not be used between the hours of 9:00pm and 7:00am, unless the written approval of the Body Corporate is obtained;
- (b) Owners, Occupiers and their Visitors must not Smoke in the pool area;
- (c) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (d) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (e) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (f) the use must not cause a hazard or safety risk;
- (g) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
- (h) the pool and pool area must be left clean and tidy after use;
- (i) animals (other than assistance animals) must not be brought into the area; and
- (j) glass must not be brought into the area.

37. Spa

37.1. Owners, Occupiers and their Visitors may use the spa, subject to compliance with the following conditions:

- (a) the spa and surrounding areas must not be used between the hours of 9:00pm and 7:00am, unless the written approval of the Body Corporate is obtained;
- (b) a person must shower immediately prior to using the spa;
- (c) the use must not cause damage;

- (d) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (e) the use must not interfere with the maintenance or upkeep of the spa or the surrounding areas;
- (f) the use must not cause a hazard or safety risk;
- (g) a person using the spa must be supervised if their conduct and capability reasonably requires them to be supervised;
- (h) the area must be left clean and tidy after use;
- (i) animals must not be brought into the area; and
- (j) glass must not be brought into the area.

38. Garden Plot

38.1. Owners and Occupiers may use the garden plot, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or body corporate assets;
- (b) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (c) the use must not cause a hazard or safety risk;
- (d) a person using the garden plot must be supervised if their conduct and capability reasonably requires them to be supervised;
- (e) the garden plot must only be used for its intended purpose;
- (f) the area must be left clean and tidy after use; and
- (g) an unfair amount of vegetables or produce must not be taken from the garden plot, taking into consideration:
 - (i) the ability of other owners to subsequently collect a fair amount of vegetables or produce;
 - (ii) the amount of vegetables or produce the Owner or Occupier has previously and recently collected;
 - (iii) the amount of vegetables or produce that other Owners and Occupiers typically collect;
 - (iv) the amount of vegetables or produce before and after the Owner or Occupier seeks to collect it;
 - (v) the rate of further vegetables or produce being produced; and
 - (vi) the frequency that other Owners and Occupiers typically collect vegetables or produce.

39. Bicycle racks

39.1. Owners and Occupiers may use the bicycle racks, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Common Property or Body Corporate assets;
- (b) the use must not cause damage to another Owner or Occupier's bicycle;
- (c) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (d) the use must not cause a hazard or safety risk;
- (e) the use must be for the bicycle rack's intended purpose;

- (f) the area must be left clean and tidy after use;
- (g) the use must not prevent other Owner and Occupier's bicycles from being removed;
- (h) the use must not promote a risk of theft or damage of any Owner or Occupier's bicycle; and
- (i) the bicycle rack must not be overloaded to store more bicycles than its intended limit.

40. Ablution

- 40.1. Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:
- (a) the use must not cause damage to the Common Property or body corporate assets;
 - (b) the use must not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
 - (c) the use must not cause a hazard or safety risk;
 - (d) the ablution facilities must only be used for their intended purpose;
 - (e) the area must be left clean and tidy after use;
 - (f) belongings must not be left after their use; and
 - (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

41. Wifi

- 41.1. Owners, Occupiers and their Visitors may use the internet services subject to compliance with the following conditions:
- (a) the use must not cause a hazard or safety risk;
 - (b) the use must not interfere or tamper with the security or administrative controls of the internet service;
 - (c) the use must be lawful; and
 - (d) the use must not overload the bandwidth available for the service.

PART E - EXCLUSIVE USE**42. Car Spaces**

- 42.1. Car spaces must be kept tidy and free of litter.

43. Exclusive Use

- 43.1. The owner or occupier for the time being of each relevant Lot in the Community Titles Scheme is entitled to the exclusive use and enjoyment for itself and its licensees as a car space and/or storage space of that part or those parts of the Common Property as is allocated in Schedule E and identified on Plan No. 7285-2 attached to Schedule E.
- 43.2. The Body Corporate remains responsible for performance of its duties pursuant to the Act at its own expense in relation to any part of the Common Property over which exclusive use is granted pursuant to this By-Law as if that grant had not been made.

44. Car Spaces

An Owner or Occupier must ensure that the only items to be stored on car spaces are:

- (a) motor vehicles;
- (b) approved storage units;

- (c) bicycles (if the bicycle rack on common property is full);
- (d) mobility scooters/walkers;
and that loose items and personal belongings are not left or stored on the car space (except within an approved storage unit).

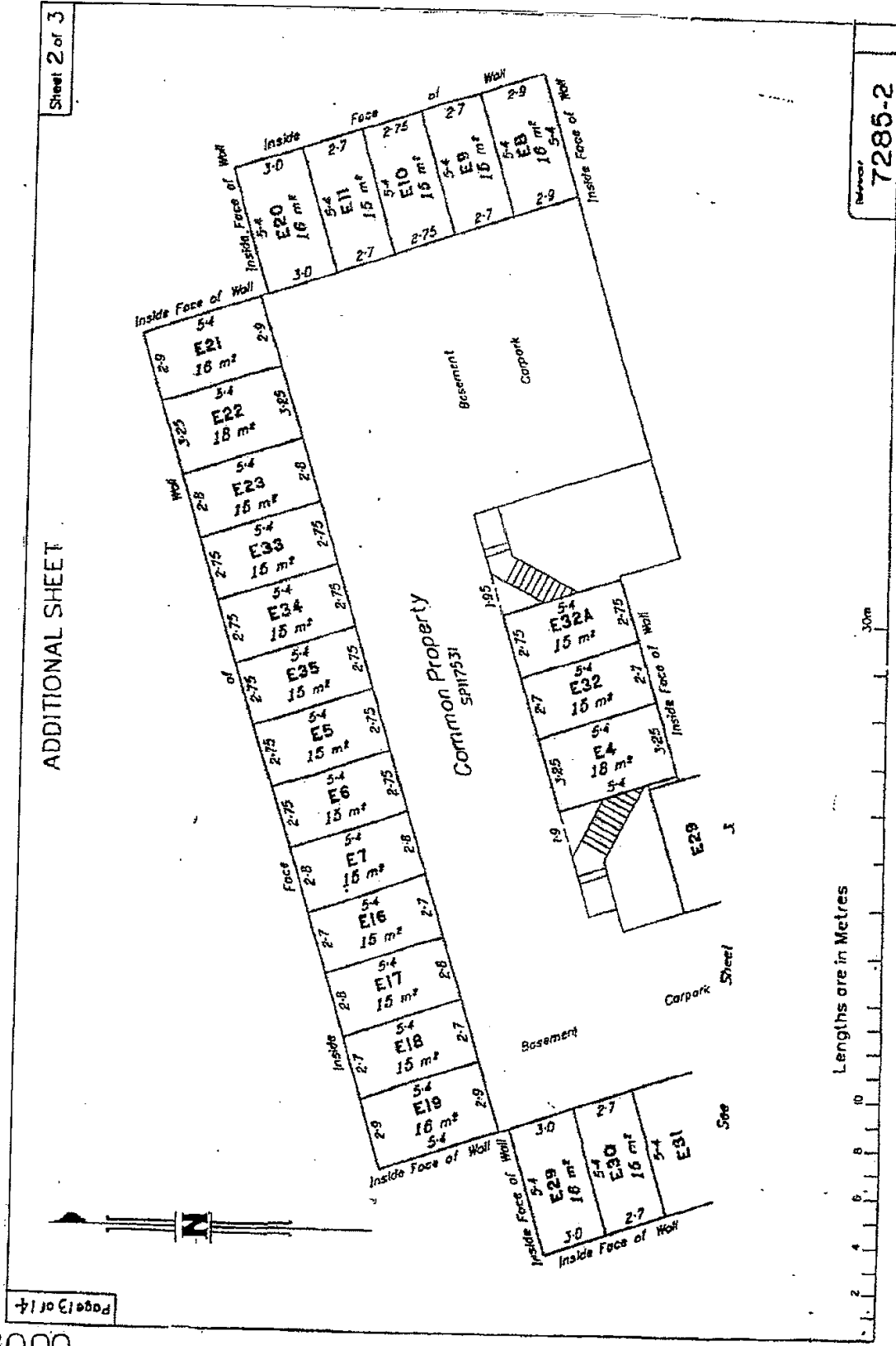
SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not Applicable

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use Area
Lot 1 on SP 117531	Area "E1" on sketch Plan 7285-2
Lot 2 on SP 117531	Area "E2" on sketch Plan 7285-2
Lot 3 on SP 117531	Area "E3" on sketch Plan 7285-2
Lot 4 on SP 117531	Area "E4" on sketch Plan 7285-2
Lot 5 on SP 117531	Area "E5" on sketch Plan 7285-2
Lot 6 on SP 117531	Area "E6" on sketch Plan 7285-2
Lot 7 on SP 117531	Area "E7" on sketch Plan 7285-2
Lot 8 on SP 117531	Area "E8" on sketch Plan 7285-2
Lot 9 on SP 117531	Area "E9" on sketch Plan 7285-2
Lot 10 on SP 117531	Area "E10" on sketch Plan 7285-2
Lot 11 on SP 117531	Area "E11" on sketch Plan 7285-2
Lot 12 on SP 117531	Area "E12" on sketch Plan 7285-2
Lot 13 on SP 117531	Area "E13" on sketch Plan 7285-2
Lot 14 on SP 117531	Area "E14" on sketch Plan 7285-2
Lot 15 on SP 117531	Area "E15" on sketch Plan 7285-2
Lot 16 on SP 117531	Area "E16" on sketch Plan 7285-2
Lot 17 on SP 117531	Area "E17" on sketch Plan 7285-2
Lot 18 on SP 117531	Area "E18" on sketch Plan 7285-2
Lot 19 on SP 117531	Area "E19" on sketch Plan 7285-2
Lot 20 on SP 117531	Area "E20" on sketch Plan 7285-2
Lot 21 on SP 117531	Area "E21" on sketch Plan 7285-2
Lot 22 on SP 117531	Area "E22" on sketch Plan 7285-2
Lot 23 on SP 117531	Area "E23" on sketch Plan 7285-2
Lot 24 on SP 117531	Area "E24" on sketch Plan 7285-2
Lot 25 on SP 117531	Area "E25" on sketch Plan 7285-2
Lot 26 on SP 117531	Area "E26" on sketch Plan 7285-2
Lot 27 on SP 117531	Area "E27" on sketch Plan 7285-2
Lot 28 on SP 117531	Areas "E28" and "E28A" on sketch Plan 7285-2
Lot 29 on SP 117531	Area "E29" on sketch Plan 7285-2
Lot 30 on SP 117531	Area "E30" on sketch Plan 7285-2
Lot 31 on SP 117531	Areas "E31" and "E31A" on sketch Plan 7285-2
Lot 32 on SP 117531	Areas "E32" and "E32A" on sketch Plan 7285-2

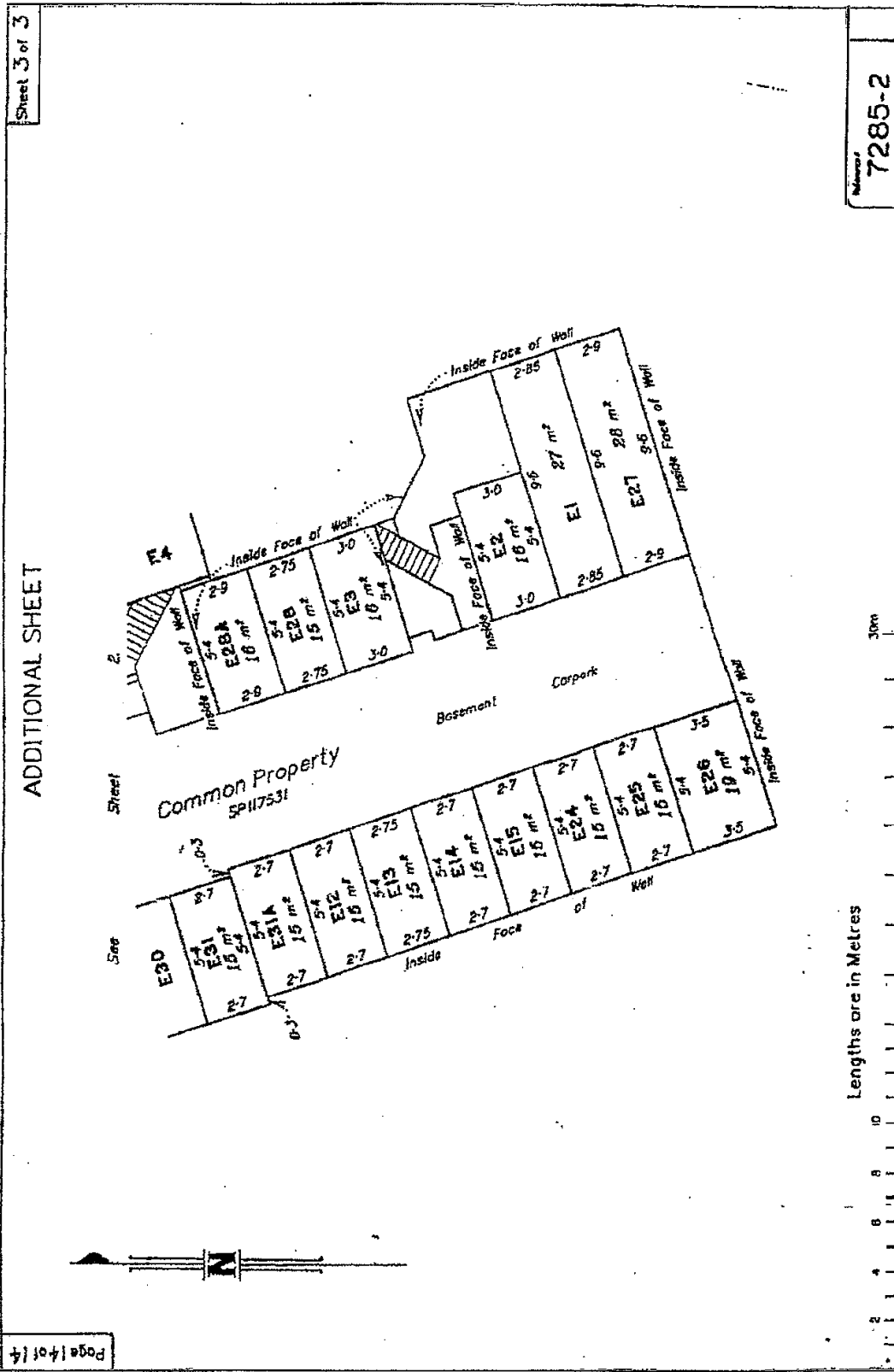
Lot 33 on SP 117531	Area "E33" on sketch Plan 7285-2
Lot 34 on SP 117531	Area "E34" on sketch Plan 7285-2
Lot 35 on SP 117531	Area "E35" on sketch Plan 7285-2



Sheet 2 of 3

Lengths are in Metres

7285-2



Sheet 3 of 3

7285-2

ADDITIONAL SHEET

Sheet

See

Common Property
SP117531

Basement

Carpark

Lengths are in Metres

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TO

26-MAR-1999 14:51 FROM MICHEL SURVEY GROUP