

In allocating the CSLE the following features or characteristics of Lots in the Scheme increase the burden that the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (a) The external windows of the Lot. Additional entitlements are added depending on whether the Lot has one, two or three external windows for which the Body Corporate has a duty to maintain and clean.
- (b) The level of the building on which the Lot is situated. Additional entitlements are added depending on the level of the building in which the Lot is located. The higher the Lot in the building, the higher the cost of maintaining, cleaning and repairing windows, external walls, stairs and the higher the cost of maintaining the lift.

E. The market values of the Lots included in the Scheme

The market value of the Lots in the Scheme was considered relevant in the calculation of the CSLE.

INTEREST SCHEDULE LOT ENTITLEMENTS

The Interest Schedule Lot Entitlements ("ISLE") for this Scheme have been decided in accordance with the market value principle as stated in Section 46(B) of the *Body Corporate and Community Management Act 1997* having regard to the anticipated market value of the Lots in the Scheme.

The market value principle provides that the Lot entitlements must reflect the respective market values of the Lots, except to the extent which it is just and equitable in the circumstances for the individual Lot entitlements not to reflect the respective market values of the Lots. Given the market values of the Lots are not equal, the ISLE are not equal

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* do not apply.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these By-laws:-

- (a) "**Act**" means *Body Corporate and Community Management Act 1997* or legislation which replaces it and includes any Regulation Module;
- (b) "**Costs**" means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (c) "**Improvements**" means:-
 - (i) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (ii) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property;
- (d) "**Invitees**" means any tenant, guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or the Common Property with or without invitation;
- (e) "**Lot**" means a lot in the Scheme and includes where the context requires areas of Common Property over which the Owner of the Lot has rights of exclusive use;

- (f) **“Occupier”** means occupier as defined in Schedule 6 of the Act and includes any Invitees where applicable;
- (g) **“Owner”** means the registered owner of a Lot and includes where the context requires an Occupier of that Lot;
- (h) **“Regulation Module”** means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*;
- (i) **“Requirement”** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary, desirable or relevant under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (j) **“Scheme”** means Nexus at Nundah Community Titles Scheme;
- (k) **“Vehicle”** means any motor car, motor cycle truck, van, bus, articulated vehicle, caravan trailer, boat trailer including any boat and any other form of transport or vehicle designed for movement upon wheels; and
- (l) **“Wreck”** means an unregistered and inoperable Vehicle.

1.2 Interpretation

- (a) Reference to:-
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
 - (iii) a statute, regulation or provision of a statute or regulation (“Statutory Provision”) includes:-
 - A. that Statutory Provision as amended or re-enacted from time to time; and
 - B. a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (b) “Including” and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (e) Words and expressions defined in the Act or the Regulation Module have the same meaning in these By-laws where the context permits and except where otherwise defined.

2. NOISE

2.1 An Owner or Occupier must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

2.2 An Owner or Occupier must ensure:-

- (a) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Owner or its Invitees in its Lot are kept at a reasonably low level at all times;
- (b) no social gathering of people occurs on within its Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;

- (c) no musical instrument is practised in its Lot between 10.00 pm and 8.00 am; and
- (d) any Invitee departing its Lot after 11.00 pm leaves quietly.

2.3 In the event of any unavoidable noise in a Lot, the Owner or Occupier must take all practical steps to minimise such noise or likely annoyance to other Owners including the closing of doors, windows and curtains in the Lot.

3. OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier must not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:-

- (a) the Common Property or any Body Corporate Asset; or
- (b) any easement giving access to a Lot or the Common Property.

4. VEHICLES

4.1 An Occupier of a Lot must not, without the Body Corporate's written approval:-

- (a) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
- (b) permit an Invitee to park a Vehicle, or allow a Vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

4.2 An approval under By-law 4.1 must state the period for which it is given with the exception of designated visitor parking.

4.3 However, the Body Corporate may cancel the approval given under By-law 4.1 by giving seven days' written notice to the Occupier, with the exception of designated visitor parking.

5. USE OF COMMON PROPERTY

An Owner:-

- (a) must use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (b) must comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (c) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

6. IMPROVEMENTS TO COMMON PROPERTY

6.1 An Owner must not make any Improvements, unless either:-

- (a) for minor Improvements, the Owner has the prior written consent of the Committee; or
- (b) for all other Improvements, the Owner has obtained consent from the Body Corporate in the form required under the Act.

6.2 Subject to By-law 6.1(b) the Committee cannot unreasonably refuse an Owners request for consent to the making of a minor Improvement.

- 6.3 In giving its consent to an Improvement under By-law 6.1(b), the Body Corporate may obtain advice from consultants; and
- 6.4 Any Improvement made or sought to be made by an Owner:-
- (a) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (b) comply with all Requirements.
- 6.5 The Body Corporate may remove any unauthorised Improvement and recover the costs of doing so from the person responsible for the Improvement.

7. DAMAGE TO LAWNS, GARDENS AND LANDSCAPING

- 7.1 An Owner or Occupier must not, without the Body Corporate's written approval:-
- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (b) use a part of the Common Property as a garden.
- 7.2 An approval under By-law 7.1 must state the period for which it is given.
- 7.3 However, the Body Corporate may cancel the approval by giving seven days' written notice to the Owner.

8. DAMAGE TO COMMON PROPERTY

- 8.1 An Owner or Occupier 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.
- 8.2 However, an Owner may install a locking or safety device to protect its 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.
- 8.3 The Owner or Occupier must keep a device installed under By-law 8.2 in good order and repair.

9. APPEARANCE OF LOT

- 9.1 An Owner or Occupier must not, without the Body Corporate's written approval, make a change to the external appearance of its Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.
- 9.2 An Owner or Occupier 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 the outside the Scheme land.
- 9.3 An Owner or Occupier must not cause, suffer or permit the following to occur on or from their Lot or the Common Property:-
- (a) the wrecking of Vehicles, including their disassembly and sale of their parts; and
 - (b) the storage, whether temporarily or permanently, of Wrecks.

10. DEPOSITING RUBBISH ON COMMON PROPERTY

An Owner or Occupier must not put any rubbish, trade waste, refuse or other material on the Common Property.

11. GARBAGE DISPOSAL**11.1 An Owner:-**

- (a) may keep receptacles for the temporary storage of garbage in their Lot, provided they are kept clean, dry and adequately covered at all times; and
- (b) must ensure that all empty bottles, boxes, used containers and similar items temporarily stored by the Owner (before disposal) are stored:-
 - (i) on the Owner's Lot and not within any exclusive use area; and
 - (ii) so that they are not detectable (visually or by odour) from another Lot or Common Property.

11.2 An Owner or Occupier must:-

- (a) comply with all local government local laws and Requirements about disposal of garbage;
- (b) ensure that the health, hygiene and comfort of other persons is not adversely affected by the disposal of the Owner's garbage;
- (c) use any garbage receptacle provided by the Body Corporate and separate where necessary, any garbage so that full use is made of any recycling program implemented by the local authority;

11.3 Wrecks:-

- (a) Should an Owner have a Wreck on their Lot at any time, then that Owner or Occupier must remove the Wreck from their Lot immediately.
- (b) Should an Owner fail to remove a Wreck within seven days' notice from the Body Corporate, then the Body Corporate may remove and dispose of the Wreck at the Owners expense, subject to complying with the Act and obtaining an Adjudication Order etc.

12. KEEPING OF ANIMALS**12.1 Subject to Section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval, in its absolute discretion:-**

- (a) bring or keep an animal on its Lot or the Common Property; or
- (b) permit Invitees to bring or keep an animal on its Lot or Common Property.

12.2 An approval given by the Body Corporate under by-law 12.1 must be on the following conditions:-

- (a) the relevant animal must be restricted to the Occupier's Lot and any area set aside for the exclusive use of that Lot;
- (b) the animal must be properly restrained or controlled at all times;
- (c) the Occupier or Invitee must prevent the animal from causing a nuisance, by noise or otherwise, at all times; and
- (d) the approval relates only to the specified animal.

12.3 If any of the conditions specified in by-law 12.2 are contravened, the Body Corporate or the Committee may after two warnings to the Occupier require the immediate and permanent removal of the animal from the Lot and Common Property.

13. AERIALS

An Owner or Occupier must not erect any television or radio aerials or other communication receivers on the Common Property or a Lot without the prior written consent of the Body Corporate.

14. STORAGE OF FLAMMABLE MATERIALS

14.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

14.2 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable substance on its Lot unless the substance is used or intended for use for domestic purposes.

14.3 However, By-law 14.1 and 14.2 do not apply to storage of fuel in:-

- (a) a fuel tank of a Vehicle, boat or internal combustion engine; or
- (b) a tank kept on a Vehicle or boat in which fuel is stored under requirements of the law regulating the storage of flammable liquid.

15. STRUCTURAL ALTERATIONS OR RENOVATIONS TO A LOT

15.1 For the purposes of this by-law "Works" means:-

- (a) structural alterations; or
- (b) works associated with any Services,
- (c) alterations, whether structural or not, to shade or enclose (whether in whole or in part) a balcony, terrace or courtyard on, or associated with a Lot

to a Lot.

15.2 An Owner or Occupier must not undertake any Works without first obtaining the written consent of the Committee. When requesting the Committee's approval, the Owner or Occupier must provide to the Committee the following minimum information in relation to the proposed Works:-

- (a) plans of the proposed Works;
- (b) a proposed construction timetable; and
- (c) details of the contractors to undertake the proposed Works.

15.3 In giving its consent to any Works to be undertaken by the Owner, the Committee:-

- (a) must act reasonably;
- (b) may impose conditions to apply to the construction of the Works; and
- (c) must comply with Sections 246R and 246S of the *Building Act 1975*.

15.4 In addition to any conditions imposed by the Committee under By-law 15.3, the Owner or Occupier must ensure that the approved Works are undertaken:-

- (a) in a proper and workmanlike manner;

- (b) in accordance with the plans and specifications approved by the Committee;
- (c) in accordance with all Requirements; and
- (d) without any interference to the Services.

15.5 An Owner or Occupier must rectify to the satisfaction of the Committee and at the cost of the Owner any damage caused to the Common Property as a result of the construction of the Works.

16. USE OF LOTS

16.1 All Owners and Invitees must:-

- (a) observe all Requirements in connection with the use of the Lots including the engagement and use of Tradesmen in accordance with Work Place Health and Safety Laws;
- (b) ensure that their external real estate agent (if one is appointed) will observe all requirements including the engagement and use of Tradesmen in accordance with Workplace Health and Safety Laws;
- (c) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
- (d) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
- (e) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot;
- (f) not cause disturbance to other persons lawfully using any Lot or Common Property; and
- (g) subject to the Act, not keep any animal on a Lot or the Common Property without the Body Corporate's consent.

16.2 All Owners must:-

- (a) maintain their lots in good order and condition; and
- (b) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any services.

17. USE OF SERVICES

All Owners and Invitees must:-

- (a) observe all Requirements in the use of the Services;
- (b) not use the Services for any purpose other than the purposes for which they were constructed;
- (c) not overload any Services or Service Infrastructure; and
- (d) not waste water and ensure that all water taps in their Lot are turned off when not in use.

18. POWER TO ENTER A LOT

Subject to the provisions of the Act, including section 163:-

- 18.1 A person authorised by the body corporate ("**Authorised Person**") may enter a Lot, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary:-

- (a) to inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or
 - (b) to carry out work the Body Corporate is authorised or required to carry out.
- 18.2 The power of entry may be exercised:-
- (a) in an emergency - at any time, with or without notice of intended entry given to any person; and
 - (b) in other cases:-
 - (i) for entry to the Lot, at a reasonable time after at least seven days written notice of the intended entry has been given to the Occupier of the lot; or
 - (ii) for entry to an Exclusive Use part of the Common Property, at a reasonable time after at least seven days written notice of the intended entry has been given to the Occupier of the Lot to which any Exclusive Use right attaches; and
 - (iii) in compliance with the security or other arrangements or requirements ordinarily applying for persons entering the lot or the common property.
- 18.3 A person must not obstruct an Authorised Person who is exercising or attempting to exercise powers under the Act.

19. BODY CORPORATE RIGHTS

- 19.1 The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner including, without limitation:-
- (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
 - (b) allowing a designated part of the Common Property to be used by any security person, firm or company;
 - (c) obtaining, installing and maintaining locks, alarms, communications systems and other security devices; or
 - (d) determining rules under which persons are given access to any part of the Common Property.
- 19.2 The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

20. INVITEES

- 20.1 An Owner or Occupier must take all reasonable steps to ensure that the Owner's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.
- 20.2 An Owner or Occupier must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or a lot in the Scheme.
- 20.3 An Owner or Occupier must take all reasonable steps to ensure that Invitees comply with these by-laws.

21. NOTICES

Owners must comply with notices displayed on the Common Property by the Body Corporate or any statutory authority.

22. COPY OF BY-LAWS

An Owner must provide any tenant or other occupier of its Lot with a copy of these By-laws.

23. RULES

The Body Corporate may make rules (in addition to those specifically provided for elsewhere in these By-laws) relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirement and those rules are binding on the Owners.

24. RECOVERY OF COSTS AND INTEREST

Where the Body Corporate incurs a cost as a result of a breach of the Act, the relevant module that applies to the Scheme or a breach of these by-laws by any Owner, Occupier or their Invitees, the Body Corporate will be entitled to, and the Committee may, in its absolute discretion:

- (a) seek an order of an adjudicator under the Act requiring the Owner who committed the breach, or who is responsible for the breach (if the breach was committed by an Occupier or an Invitee of the Occupier), to pay the costs of the Body Corporate; and
- (b) seek to recover its costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the breach or who is responsible for the breach (if the breach was committed by their Occupier or an Invitee of the Occupier).

25. INTEREST

The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

26. SALE OF LOTS

The original owner, its agents and any person authorised by it may:-

- (a) use any lot in the Scheme owned by one or more of them ("Original Owners Lot") as a display and sales lot;
- (b) place any signs and other advertising and display material in and about any Original Owners Lots and about the Common Property; and
- (c) alone or together, pass over the Common Property to gain access to and egress from any Original Owners Lots.

27. BICYCLES, SKATEBOARDS and ROLLER BLADES

An Owner or Occupier must not, without the Body Corporate's written approval:-

- (a) ride or use a bicycle, skateboard, rollerblades or similar device on the Common Property; or
- (b) permit an Invitee to ride or use a bicycle, skateboard, rollerblades or similar device on the Common Property.

28. WINDOWS

An Owner or Occupier must:-

- (a) keep the windows in its Lot clean; and

- (b) promptly replace, at the Owner's expense, any window which is broken or cracked with new glass of the same kind and weight as currently installed.

29. RESTRICTION ON USE BY-LAW

29.1 If:

- (a) there is a caretaking service contractor and letting agent for the Scheme, then they together are the Manager; or
- (b) there is no caretaking service contractor for the Scheme, but there is a letting agent for the Scheme then the letting agent is the Manager.

29.2 If there is a Manager for the Scheme, then the Body Corporate and the Manager may from time to time agree that a particular Lot is the Manager's Lot.

- (a) At any one time there may only be one Manager's Lot.
- (b) The Manager's Lot may be any Lot in the Scheme.
- (c) The Manager's Lot once agreed, remains the Manager's Lot, unless and until the Body Corporate and the Manager agree.

29.3 Lots may only be used for residential purposes, except for the Managers Lot.

29.4 The Managers Lot may be used for either or both of:

- (a) residential purposes; and
- (b) the business/s of the Manager.

29.5 Without the prior express written consent of the Manager, no part of the Scheme land may be used by any person for the purpose of:-

- (a) obstructing;
- (b) interfering with; or
- (c) conducting a business from the Scheme land which competes with, the:-
- (d) Manager performing duties for, or providing services to:
 - (i) the Body Corporate; or
 - (ii) any owner and/or occupier; or
- (e) the business/s of the Manager.

30. FIRE SAFETY

The Body Corporate must co-ordinate and Owners and Occupiers must participate in any emergency evacuation drills and safety equipment briefings required by legislation or by a building insurer.

31. SEVERABILITY

If it is held by the court of competent jurisdiction that:-

- (a) any part of these by-laws is void, voidable, unenforceable or ultra vires; or

(b) these by-laws would be void, voidable or ultra vires unless some part of them were severed from the remainder of them;

then that part will be severable and severed from these by-laws but without affecting the continued operation of the remainder.

32. DEVELOPMENT APPROVAL

The following by-laws are required to be included in the Community Management Statement in accordance with the Brisbane City Council's Approval Package for this scheme:-

32.1 Balconies and Terraces

All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the "Brisbane City Plan 2000 – Residential Code" or any other condition requiring sun-shading devices or similar, and clearly depicted on the approved drawings and documents.

32.2 Communal Open Space

All communal open space areas, recreation area, swimming pool, gazebo and BBQ area, stairs, internal footpaths and pedestrian circulation routes and adjoining landscaping, lobbies, visitor car parks and bin storage areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit.

32.3 Vehicular Spaces

An Owner or Occupier of a residential Lot must only use the exclusive use area designated to them in Schedule E for its stated use.

All parking spaces, driveways and turning areas indicated on the approved plans as being designated to visitors of the residential Lots, shall form part of the Common Property and shall not be designated for the exclusive use of any Lot.

All parking spaces indicated on the approved plans as being designated to visitors of residential Lots may be used by all Owners, Occupiers and bona fide visitors of the residential Lots.

Access driveway to any visitor parking space is not to be fitted with any roller door, gate or similar device preventing access to any visitor parking space.

32.4 Collection of Refuse

Internal collection of refuse and recyclables remains the responsibility of the Body Corporate, Owners and Occupiers of the Scheme.

All refuse is to be stored internally in the basement storage areas, which is appropriately screened and in a position which is accessible to service vehicles on site.

Collection of the refuse and recyclables is to occur in accordance with an agreement for the refuse collection with Council's City Waste Services.

Bins are to be transferred to the ground level collection point on collection day and returned to the basement storage point on the same day.

The Body Corporate must maintain an appropriately screened area for the storage and collection of refuse.

32.5 Landscaping

The landscaping of the scheme land must be maintained generally in accordance with the approved plans.

33. EXCLUSIVE USE

33.1 The Owner of each Lot in Schedule E is granted the exclusive use and enjoyment of those areas of Common Property as allocated, and for the purposes specified, in Schedule E and identified in the attached sketch plans marked "5682-EU1" and "5682-EU2" on the following conditions:-

- (a) the Owner is responsible for the maintenance of, and operating costs for, its exclusive use area including any Improvements installed on the exclusive use area; and
- (b) the Owner or Occupier must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance (for example if the Owner defaults in maintaining the exclusive use area), subject to the provisions of the Act and any by-law relating to entry.

33.2 The Original Owner may, in its absolute discretion but in accordance with the Act and the Regulation Module, make allocations of common property to the exclusive use of one or more Owners. Allocations made by the Original Owner:-

- (a) must describe the part of the Common Property being allocated;
- (b) designate the purpose for which the exclusive use area is allocated; and
- (c) are taken to be on the same terms as detailed in By-law 33.1.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not applicable

1. Services Location Diagram for all service easements for the common property of the Scheme are identified in the attached Service Location Diagrams "5682-sld-W", "5692-sld-S", "5692-sld-SW", "5692-sld-T" and "5692-sld-E".
2. The lots in the Scheme are affected by the following types of statutory easements:

Type of statutory easement s 115M to 115S Land Title Act 1994 (Qld)	Lots affected	Service Location Diagram
Water Connection	Lots 100-106, 200-207, 301-307, 401-407, 501-507, 601-607, 701-707, 801-803 & Common Property of the scheme	5682-sld-W
Sewerage	Lots 100-106, 200-207, 301-307, 401-407, 501-507, 601-607, 701-707, 801-803 & Common Property of the scheme	5692-sld-S
Storm Water	Lots 100-106, 200-207, 301-307, 401-407, 501-507, 601-607, 701-707, 801-803 & Common Property of the scheme	5692-sld-SW
Telecommunications	Lots 100-106, 200-207, 301-307, 401-407, 501-507, 601-607, 701-707, 801-803 & Common Property of the scheme	5692-sld-T
Electricity	Lots 100-106, 200-207, 301-307, 401-407, 501-507, 601-607, 701-707, 801-803 & Common Property of the scheme	5692-sld-E

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

Lot on Plan	Exclusive use of Common Property	Use
Lot 100 on SP 259977	Area "22" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 101 on SP 259977	N/A	
Lot 102 on SP 259977	Area "P1" on attached sketch plan "5682-EU2" map ref 9543-33412	Storage
Lot 103 on SP 259977	N/A	
Lot 104 on SP 259977	N/A	
Lot 105 on SP 259977	N/A	
Lot 106 on SP 259977	Area "10" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 200 on SP 259977	Area "30" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 201 on SP 259977	N/A	
Lot 202 on SP 259977	N/A	
Lot 203 on SP 259977	N/A	
Lot 204 on SP 259977	N/A	
Lot 205 on SP 259977	N/A	
Lot 206 on SP 259977	N/A	
Lot 207 on SP 259977	Area "24" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 301 on SP 259977	N/A	
Lot 302 on SP 259977	N/A	
Lot 303 on SP 259977	N/A	
Lot 304 on SP 259977	N/A	
Lot 305 on SP 259977	N/A	
Lot 306 on SP 259977	N/A	
Lot 307 on SP 259977	Area "25" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 401 on SP 259977	N/A	
Lot 402 on SP 259977	N/A	
Lot 403 on SP 259977	Area "1" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 404 on SP 259977	N/A	
Lot 405 on SP 259977	Area "2" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 406 on SP 259977	Area "3" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 407 on SP 259977	Area "26" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 501 on SP 259977	Area "4" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 502 on SP 259977	Area "5" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 503 on SP 259977	Area "6" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 504 on SP 259977	Area "7" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 505 on SP 259977	Area "8" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 506 on SP 259977	Area "9" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 507 on SP 259977	Area "33" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 601 on SP 259977	Area "11" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 602 on SP 259977	Area "12" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 603 on SP 259977	Area "13" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 604 on SP 259977	Area "14" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 605 on SP 259977	Area "15" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 606 on SP 259977	Area "16" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 607 on SP 259977	Area "28" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park

Lot 701 on SP 259977	Area "17" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 702 on SP 259977	Area "18" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 703 on SP 259977	Area "19" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 704 on SP 259977	Area "20" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 705 on SP 259977	Area "21" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 706 on SP 259977	Area "23" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 707 on SP 259977	Area "31" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 801 on SP 259977	Area "29" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 802 on SP 259977	Area "32" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park
Lot 803 on SP 259977	Area "27" on attached sketch plan "5682-EUI" map ref 9543-33412	Car park

BUCKLAND STREET



50
SPI22536

Bldg A
9 level conc block Bldg

Ramp Down

Bldg B
2 level Bldg

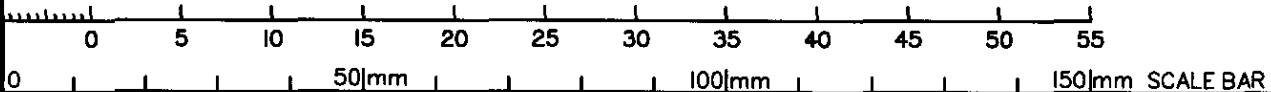
UNION STREET

Bldg C
Carport

//
RP82228

Emt A
SP259977

Scale 1:400 - Lengths are in Metres.



NOTE: The scale bar above determines the size of the original plan. (A4)

Scale © A4 1: 400

LEGEND



Water Connection

Locations provided by Builder

"NEXUS AT NUNDAH"

CTS NO:

SERVICES LOCATION DIAGRAM

Scale 1:400

13-06-2014

5682-sld-W

BUCKLAND STREET



50
SP122536

Bldg A
9 level conc block Bldg

Ramp Down
↑

Bldg B
2 level Bldg

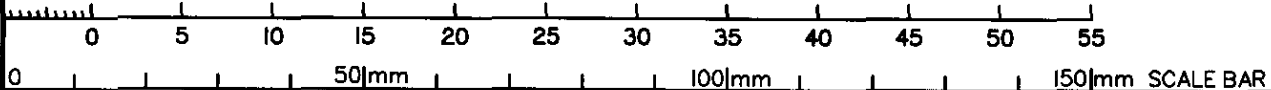
Bldg C
Carport

//
RP82228

Emt A
SP259977

UNION STREET

Scale 1:400 - Lengths are in Metres.



NOTE: The scale bar above determines the size of the original plan. (A4)

Scale @ A4 1: 400

LEGEND

—s—s—

Sewerage

Locations provided by Builder

"NEXUS AT NUNDAH"

CTS NO:

SERVICES LOCATION DIAGRAM

Scale 1: 400

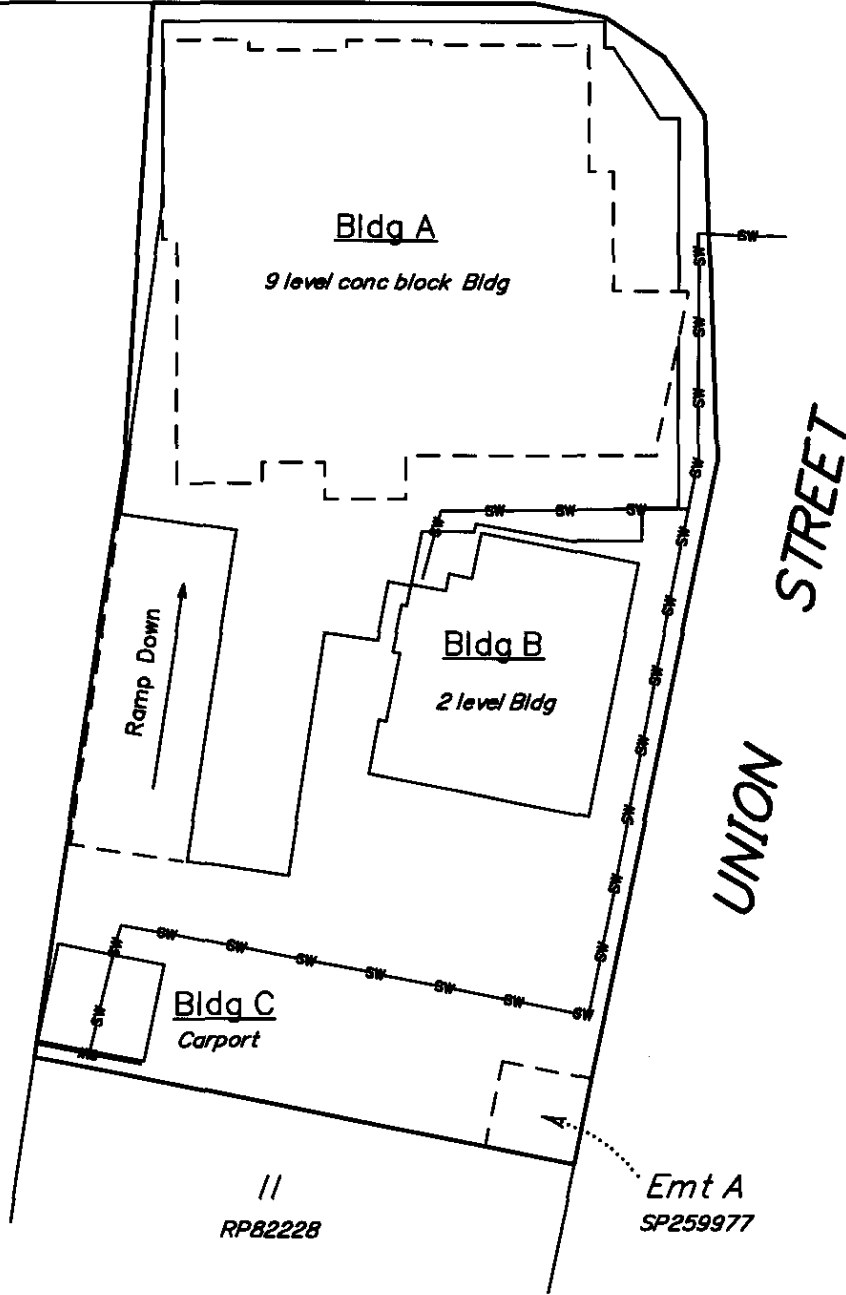
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5692-sld-S

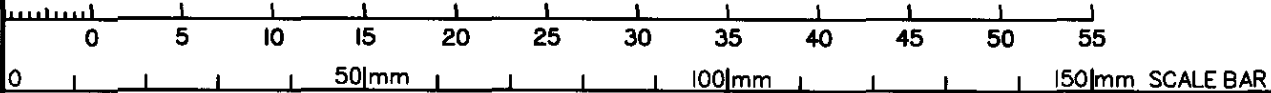
BUCKLAND STREET



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SP122536



Scale 1:400 - Lengths are in Metres.



NOTE: The scale bar above determines the size of the original plan. (A4)

Scale @ A4 1: 400

LEGEND



Storm Water

Locations provided by Builder

"NEXUS AT NUNDAH"

CTS NO:

SERVICES LOCATION DIAGRAM

Scale 1: 400

13-06-2014

5692-sld-SW

BUCKLAND STREET

UNION STREET

50
SP122536

Bldg A
9 level conc block Bldg

Ramp Down

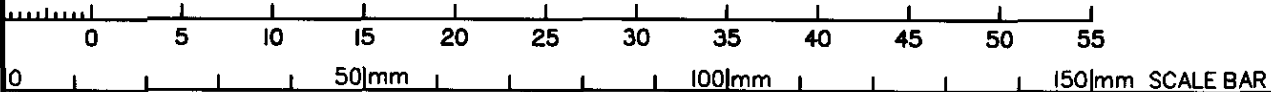
Bldg B
2 level Bldg

Bldg C
Carport

//
RP82228

Emt A
SP259977

Scale 1:400 - Lengths are in Metres.



NOTE: The scale bar above determines the size of the original plan. (A4)

Scale @ A4 1: 400

LEGEND

— T —

Telecommunications

Locations provided by Builder

"NEXUS AT NUNDAH"

CTS NO:

SERVICES LOCATION DIAGRAM

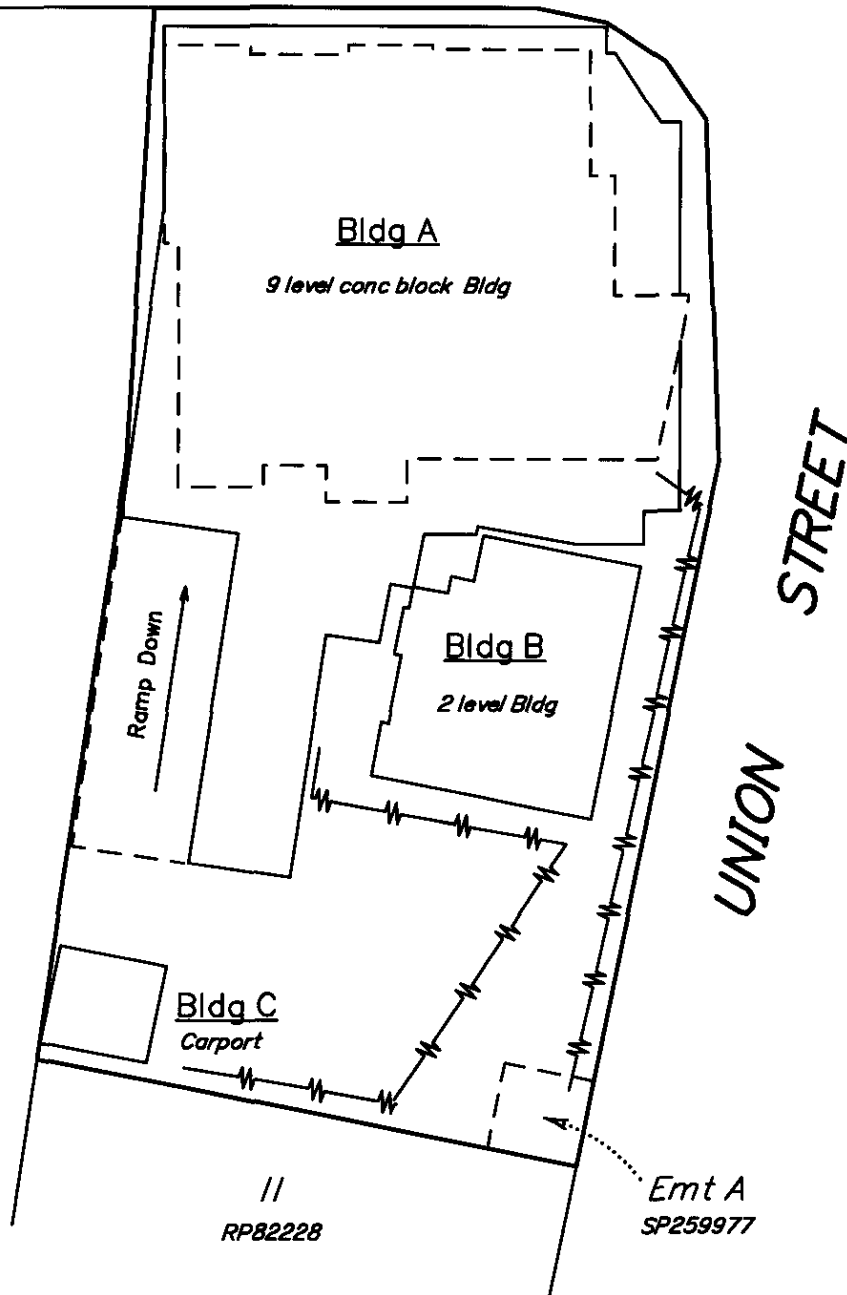
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13-06-2014

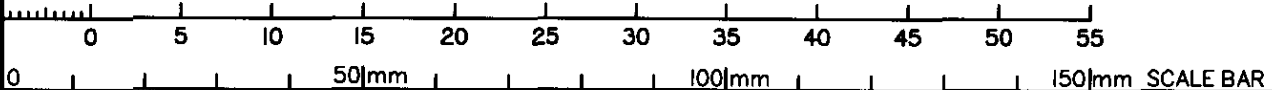
5692-sld-T

BUCKLAND STREET

50
SP122536



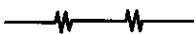
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NOTE: The scale bar above determines the size of the original plan. (A4)

Scale © A4 1: 400

LEGEND



Electricity

Locations provided by Builder

"NEXUS AT NUNDAH"

CTS NO:

SERVICES LOCATION DIAGRAM

Scale 1: 400

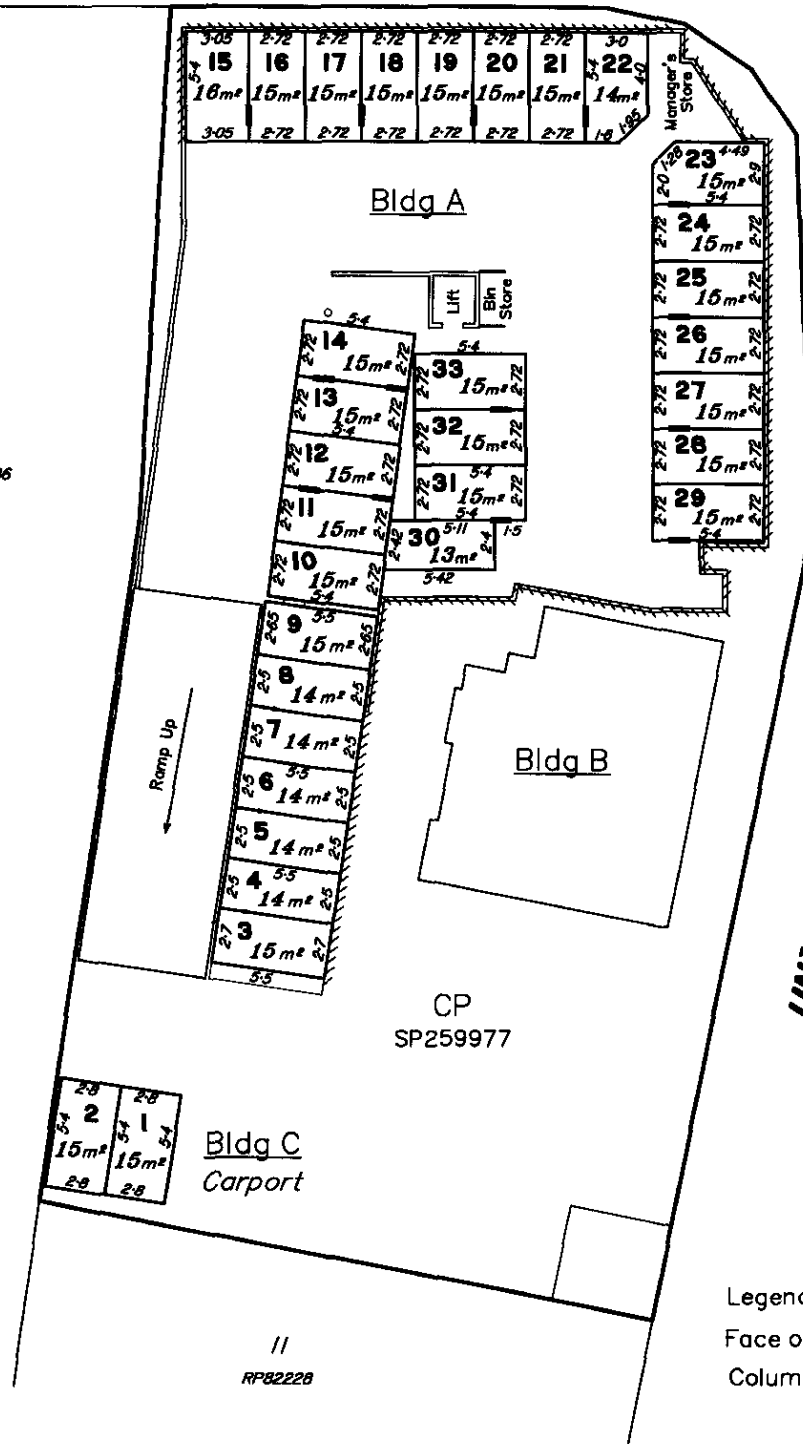
13-06-2014

5692-sld-E

BUCKLAND ROAD



50
SP122536



UNION STREET

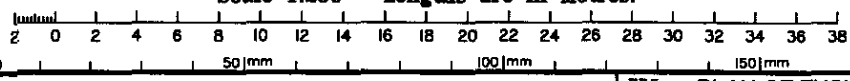
LEVEL A

Legend for Structural Features

- Face of Walls
- Columns

NOTE:
Exclusive Use Areas are defined by structural features such as building walls, fences, and dimensions shown.

Scale 1:250 - Lengths are in Metres.



WYNNUM
2221 WYNNUM ROAD
(PO BOX 697)
WYNNUM QLD 4178
PH: 07 3893 0557
FAX: 07 3893 2699
Email: mail@gap-land.com.au

REDCLIFFE
TOWN PLAN ASSIST
PH: 07 3482 4307
FAX: 07 3491 7932

LAND SURVEYORS
PLANNING CONSULTANTS
PROPERTY CONSULTANTS
GPS SURVEYS
MINING SURVEYS

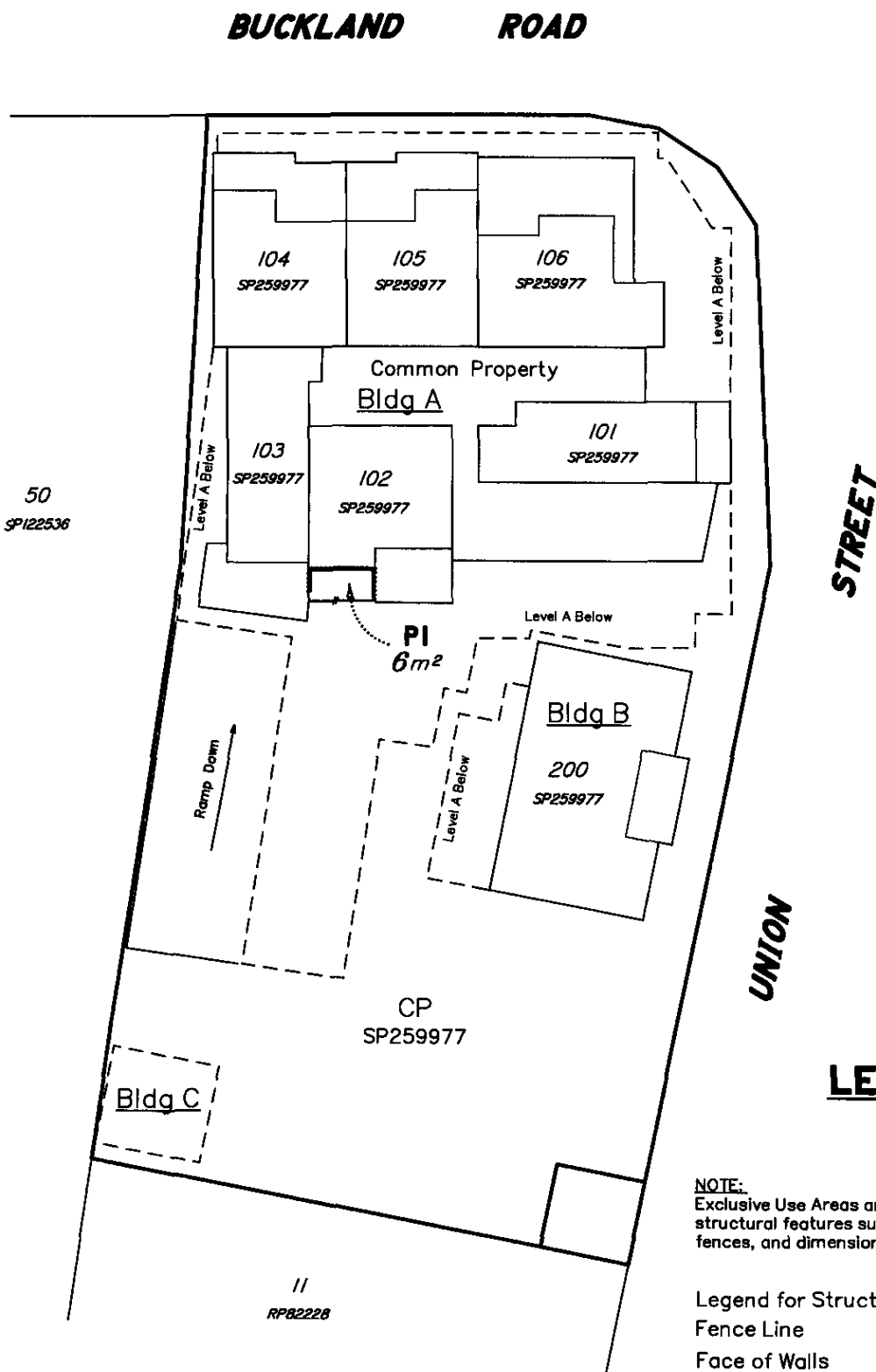
TITLE PLAN OF EXCLUSIVE USE AREAS on Level A in Common Property on SP259977 in 'NEXUS AT NUNDAH' CTS No.:			
PARISH TOOMBUL	LOCAL AUTH Brisbane C. C.	ORIG FOR Por. 6	COUNTY Stanley
LOCALITY Nundah	MAP REF 9543-33412	SCALE @ A3 1:250	NOTES -
DATE 26/08/2014		DATE 26.08.2014	

JOB No
5682

DRAWING No
5682-EU1

Gateway Survey & Planning Pty Ltd,
herby certify that the details
shown on this sketch plan are correct.

Gregory John HOONHOUT
Gregory John HOONHOUT
Cadastral Surveyor/Director
Date **26.08.2014**



50
SP122536

Ramp Down

PI
6m²

CP
SP259977

Bldg C

Bldg B
200
SP259977

Common Property
Bldg A

104
SP259977

105
SP259977

106
SP259977

103
SP259977

102
SP259977

101
SP259977

STREET

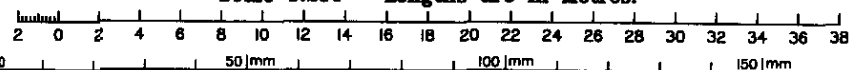
UNION

LEVEL B

NOTE:
Exclusive Use Areas are defined by structural features such as building walls, fences, and dimensions shown.

Legend for Structural Features
Fence Line — # — # — # —
Face of Walls // // // // //

Scale 1:250 - Lengths are in Metres.



WYNNUM
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REDCLIFFE
TOWN PLAN ASSIST
PH: 07 3482 4307
FAX: 07 3491 7932

LAND SURVEYORS
PLANNING CONSULTANTS
PROPERTY CONSULTANTS
GPS SURVEYS
MINING SURVEYS

TITLE PLAN OF EXCLUSIVE USE AREAS on Level B in Common Property on SP259977 in 'NEXUS AT NUNDAH' CTS No.:			
PARISH TOOMBUL	LOCAL AUTH Brisbane C. C.	ORIG POR Por. 6	COUNTY Stanley
LOCALITY Nundah	MAP REF 9543-33412	SCALE @ A3 1:250	NOTES DATE 13/06/2014

JOB No
5682

DRAWING No
5682-EU2

Gateway Survey & Planning Pty Ltd,
hereby certify that the details
shown on this sketch plan are correct.

Gregory John HOONHOUT
Gregory John HOONHOUT
Cadastral Surveyor/Director
Date **13.06.2014**