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Duty Imprint

Client No: 1052167

Duties Act 2001

Transaction No: _____

Duty Paid \$ _____

Exempt ☐

UTI \$ _____

Signed _____ Date ____/____/____

1. Nature of requestRequest to record New Community Management
Statement for Quadrant Apartments Community Titles
Scheme 43958**Lodger** (Name, address, email & phone number)MAHONEY'S
GPO Box 3311
Brisbane Qld 4001
E-mail: info@mahoneys.com.au
Tel: 07 3007 3777 Ref: 33223**Lodger
Code**BE
2763**2. Lot on Plan Description**

Common Property for Quadrant Apartments Community Titles Scheme 43958

Title Reference

50890835

3. Registered Proprietor/State Lessee

Body Corporate for Quadrant Apartments Community Titles Scheme 43958

4. Interest

N/A

5. Applicant

Body Corporate for Quadrant Apartments Community Titles Scheme 43958

6. RequestI hereby request that the new community management statement deposited herewith which amends Schedule C
be recorded as the new community management statement for Quadrant Apartments Community Titles Scheme
43958**7. Execution by applicant**

28/05/2024

Execution Date

Todd Garsden

Applicant Solicitor's Signature

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

43958

SITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements*
Schedule 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 Quadrant Apartments Community Titles Scheme 43958	2. Regulation module Accommodation Module
3. Name of body corporate Body Corporate for Quadrant Apartments Community Titles Scheme 43958	
4. Scheme land Lot on Plan Description See Enlarged Panel	
5. #Name and address of original owner Not applicable	6. Reference to plan lodged with this statement Not applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if 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

Execution Date

17 / 05 / 2024

Execution



[Signature]

 Chairperson or Secretary
Jonathan Perrin

 Print Name

M. J. Smith

 Chairperson or Secretary
MERVYN J. SMITH

 Print Name

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

Privacy Statement

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4. Scheme land

Lot on Plan Description	Title reference
CP on SP 240115	50890835
Lot 201 on SP 240115	50890836
Lot 202 on SP 240115	50890837
Lot 203 on SP 240115	50890838
Lot 204 on SP 240115	50890839
Lot 205 on SP 240115	50890840
Lot 206 on SP 240115	50890841
Lot 207 on SP 240115	50890842
Lot 208 on SP 240115	50890843
Lot 209 on SP 240115	50890844
Lot 210 on SP 240115	50890845
Lot 211 on SP 240115	50890846
Lot 212 on SP 240115	50890847
Lot 213 on SP 240115	50890848
Lot 301 on SP 240115	50890849
Lot 302 on SP 240115	50890850
Lot 303 on SP 240115	50890851
Lot 304 on SP 240115	50890852
Lot 305 on SP 240115	50890853
Lot 306 on SP 240115	50890854
Lot 307 on SP 240115	50890855
Lot 308 on SP 240115	50890856
Lot 309 on SP 240115	50890857
Lot 310 on SP 240115	50890858
Lot 311 on SP 240115	50890859
Lot 312 on SP 240115	50890860
Lot 313 on SP 240115	50890861
Lot 401 on SP 240115	50890862

Lot on Plan Description	Title reference
Lot 402 on SP 240115	50890863
Lot 403 on SP 240115	50890864
Lot 404 on SP 240115	50890865
Lot 405 on SP 240115	50890866
Lot 406 on SP 240115	50890867
Lot 407 on SP 240115	50890868
Lot 408 on SP 240115	50890869
Lot 409 on SP 240115	50890870
Lot 410 on SP 240115	50890871
Lot 411 on SP 240115	50890872
Lot 412 on SP 240115	50890873
Lot 413 on SP 240115	50890874
Lot 501 on SP 240115	50890875
Lot 502 on SP 240115	50890876
Lot 503 on SP 240115	50890877
Lot 504 on SP 240115	50890878
Lot 505 on SP 240115	50890879
Lot 506 on SP 240115	50890880
Lot 507 on SP 240115	50890881
Lot 508 on SP 240115	50890882
Lot 509 on SP 240115	50890883
Lot 510 on SP 240115	50890884
Lot 511 on SP 240115	50890885
Lot 512 on SP 240115	50890886
Lot 513 on SP 240115	50890887
Lot 601 on SP 240115	50890888
Lot 602 on SP 240115	50890889
Lot 603 on SP 240115	50890890
Lot 604 on SP 240115	50890891

Lot on Plan Description	Title reference
Lot 605 on SP 240115	50890892
Lot 606 on SP 240115	50890893
Lot 607 on SP 240115	50890894
Lot 608 on SP 240115	50890895
Lot 609 on SP 240115	50890896
Lot 610 on SP 240115	50890897
Lot 611 on SP 240115	50890898
Lot 612 on SP 240115	50890899
Lot 701 on SP 240115	50890900
Lot 702 on SP 240115	50890901
Lot 703 on SP 240115	50890902
Lot 704 on SP 240115	50890903
Lot 705 on SP 240115	50890904
Lot 706 on SP 240115	50890905
Lot 707 on SP 240115	50890906
Lot 708 on SP 240115	50890907
Lot 709 on SP 240115	50890908
Lot 710 on SP 240115	50890909
Lot 801 on SP 240115	50890910
Lot 802 on SP 240115	50890911
Lot 803 on SP 240115	50890912
Lot 804 on SP 240115	50890913
Lot 805 on SP 240115	50890914
Lot 806 on SP 240115	50890915
Lot 807 on SP 240115	50890916
Lot 808 on SP 240115	50890917
Lot 809 on SP 240115	50890918
Lot 810 on SP 240115	50890919

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 201 on SP 240115	978	159
Lot 202 on SP 240115	894	77
Lot 203 on SP 240115	894	77
Lot 204 on SP 240115	894	77
Lot 205 on SP 240115	892	75
Lot 206 on SP 240115	1028	192
Lot 207 on SP 240115	994	183
Lot 208 on SP 240115	985	170
Lot 209 on SP 240115	985	170
Lot 210 on SP 240115	897	82
Lot 211 on SP 240115	897	82
Lot 212 on SP 240115	1088	280
Lot 213 on SP 240115	1102	300
Lot 301 on SP 240115	991	159
Lot 302 on SP 240115	907	77
Lot 303 on SP 240115	907	77
Lot 304 on SP 240115	907	77
Lot 305 on SP 240115	906	75
Lot 306 on SP 240115	1042	192
Lot 307 on SP 240115	984	148
Lot 308 on SP 240115	987	152
Lot 309 on SP 240115	987	152
Lot 310 on SP 240115	904	73
Lot 311 on SP 240115	904	73
Lot 312 on SP 240115	1045	196
Lot 313 on SP 240115	1042	192
Lot 401 on SP 240115	1005	159

Lot on Plan	Contribution	Interest
Lot 402 on SP 240115	921	77
Lot 403 on SP 240115	921	77
Lot 404 on SP 240115	921	77
Lot 405 on SP 240115	919	75
Lot 406 on SP 240115	1055	192
Lot 407 on SP 240115	997	148
Lot 408 on SP 240115	1000	152
Lot 409 on SP 240115	1000	152
Lot 410 on SP 240115	918	73
Lot 411 on SP 240115	918	73
Lot 412 on SP 240115	1058	196
Lot 413 on SP 240115	1055	192
Lot 501 on SP 240115	1017	157
Lot 502 on SP 240115	934	77
Lot 503 on SP 240115	934	77
Lot 504 on SP 240115	934	77
Lot 505 on SP 240115	933	75
Lot 506 on SP 240115	1069	192
Lot 507 on SP 240115	1011	148
Lot 508 on SP 240115	1012	150
Lot 509 on SP 240115	1012	150
Lot 510 on SP 240115	931	73
Lot 511 on SP 240115	931	73
Lot 512 on SP 240115	1072	196
Lot 513 on SP 240115	1069	192
Lot 601 on SP 240115	1030	157
Lot 602 on SP 240115	948	77
Lot 603 on SP 240115	948	77
Lot 604 on SP 240115	948	77

Lot on Plan	Contribution	Interest
Lot 605 on SP 240115	947	75
Lot 606 on SP 240115	1082	192
Lot 607 on SP 240115	1024	148
Lot 608 on SP 240115	1026	150
Lot 609 on SP 240115	1026	150
Lot 610 on SP 240115	1026	150
Lot 611 on SP 240115	1085	196
Lot 612 on SP 240115	1082	192
Lot 701 on SP 240115	1044	157
Lot 702 on SP 240115	1044	157
Lot 703 on SP 240115	1042	154
Lot 704 on SP 240115	1096	192
Lot 705 on SP 240115	1038	148
Lot 706 on SP 240115	1039	150
Lot 707 on SP 240115	1039	150
Lot 708 on SP 240115	1039	150
Lot 709 on SP 240115	1099	196
Lot 710 on SP 240115	1096	192
Lot 801 on SP 240115	1057	157
Lot 802 on SP 240115	1057	157
Lot 803 on SP 240115	1056	154
Lot 804 on SP 240115	1109	192
Lot 805 on SP 240115	1051	148
Lot 806 on SP 240115	1053	150
Lot 807 on SP 240115	1053	150
Lot 808 on SP 240115	1053	150
Lot 809 on SP 240115	1112	196
Lot 810 on SP 240115	1109	192

Lot on Plan	Contribution	Interest
TOTALS	84,046	11,780

Deciding Principle

The Contribution Schedule Lot Entitlements (**CSLE**) for the Scheme have been decided using the equality principle as defined in the *Body Corporate and Community Management Act 1997* (Qld) (**BCCM Act**). The Interest Schedule Lot Entitlements (**ISLE**) reflect the respective market value of the lots.

Principles for deciding the contribution lot entitlement for a lot

The CSLE for the scheme are not equal. As required by section 49 of the BCCM Act, the CSLE for the scheme have been allocated having regard to:

- (a) the structure of the scheme;
- (b) the nature features and characteristics of the lots in the scheme; and
- (c) the purpose for which lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain body corporate costs (such as secretarial fees, audit fees, printing, postage and outlays), but the structure of the scheme and the features and characteristics of the lots result in a different burden on some costs of the body corporate for repair and maintenance of the common property.

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

1. Structure of the scheme

The Scheme is not part of a layered scheme and does not have mixed use lots, therefore the structure of the scheme does not affect the CSLE.

Different lots in the scheme utilise common property to a greater extent depending on their location in the scheme. For example some lots do not have access to or, because of their location, do not use the lifts as much as others.

2. Nature, feature and characteristics of the lots in the scheme

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the body corporate expenditure for maintenance, cleaning and repair of the common property on the following basis:

- (a) the level of the building on which the lot is situated. Additional entitlements are rated depending on the level the lot is located in the building. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls and the higher the cost of maintaining and operating the lifts;

- (b) the gross floor area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on support and shelter costs;
- (c) not all lots are expected to have the same number of occupants. Larger lots can cater for greater number of occupants and have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

3. The purpose for which the lots are used

Each of the lots in this scheme is used for a residential purpose except for the manager's lot and consequently this factor does not contribute any differences to the lot entitlements

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Lots may be amalgamated or subdivided provided there is no change to the common property and lot entitlements are fully allocated amongst the new lots.

SCHEDULE C BY-LAWS

Administrative by-laws

1 Definitions and interpretation

1.1 In these by-laws the following terms have the meanings ascribed to them unless the context otherwise requires:

Term	Assigned meaning
Act	the <i>Body Corporate Community Management Act 1997</i> (Qld).
Alter	the erection of a building, a structural change or a non-structural change of any kind, the carrying out of any works or the causing of any damage.
Approved Booking	a booking request by an Owner or Occupier that is approved in writing by the Body Corporate. The Body Corporate may impose conditions of any approval under an Approved Booking, which may include, but are not limited to, timeframes of use, condition of Common Property upon the end of the booking and requiring measures to avoid Unreasonable Noise.
Body Corporate	the body corporate established upon the registration of the Scheme.
Committee	the committee for the Body Corporate.
Caretaking Service Contractor	a service contractor for the Scheme who is also a letting agent for the Scheme.
Common Property	Scheme Land that is not included in a Lot.
Hard Flooring	means timber, tiles, vinyl, marble or any other equivalent material.

Letting Agent	a person conducting the business of acting as agent of an Owner for securing, negotiating or enforcing leases or occupancies for a Lot.
Lot	a lot in the Scheme.
Occupier	any person that occupies a Lot, including an Owner if the Owner occupies a Lot.
Owner	an owner of a Lot.
Prescribed Area	means a floor area that is situated directly above a habitable area (which does not include common property recreation areas, kitchens or bathrooms).
Scheme	the scheme identified in this community management statement.
Scheme Land	a Lot or Common Property within the Scheme.
Smoke	to have control over an ignited smoking product or inhale through a personal vaporiser or hookah.
Unreasonable Noise	noise that creates a nuisance, hazard or interferes unreasonably with the use or enjoyment of a Lot or the Common Property.
Vehicle	cars, motorbikes, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
Visitor	a person invited onto Scheme Land by an Owner, Occupier or Visitor.

1.2 In the interpretation of these by-laws unless the context otherwise requires:

- (a) words and expressions defined in clause 1.1 or elsewhere have the meaning ascribed to them;
- (b) terms not defined in clause 1.1 or elsewhere but which are defined in the Act have the meanings given to them in the Act;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) clause headings are inserted for convenience only and are not to be used in the interpretation or construction of these by-Laws;
- (e) words importing any gender include all other genders;
- (f) words importing the singular include the plural and vice versa;
- (g) a reference to a clause is a reference to a clause of these by-laws;
- (h) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (i) a reference to anything (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;

- (j) a reference to a statute, regulation, proclamation, ordinance, standard, or by-law includes all statutes, regulations, proclamations, ordinances, standards or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (k) where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (l) all by-laws must be constructed so as to be valid, legal and enforceable in all respects. If any by-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid, or enforceable as may be reasonable in the circumstances so as to give valid operation of a partial character. If any such by-law cannot be read down, it is deemed void and severed and the remaining by-laws are not in any way affected or impaired;
- (m) these by-laws must be read in conjunction with the Owner's and Occupier's obligations under the Act.

2 Applicability to visitors

- 2.1 Occupiers must take reasonable steps to ensure that their Visitors comply with these by-laws on the basis that the by-laws apply to Visitors to the extent that the by-laws apply to the Occupier.

3 Occupier details

- 3.1 Owners must provide the Body Corporate with the name and service address of any Occupier and Letting Agent for their Lot.

Regulating conduct and interferences

4 Nuisances

- 4.1 Owners and Occupiers must:
- (a) not use or permit the use of a Lot or the Common Property in a way that:
 - (i) causes a nuisance;
 - (ii) causes a hazard;
 - (iii) interferes unreasonably with the use or enjoyment of another Lot or the Common Property;
 - (b) communicate with the Body Corporate, Body Corporate Contractors, Owners or Occupiers in a way that is reasonable; and
 - (c) ensure that when the Lot is used, sufficient floor coverings are installed in the Lot to prevent the transmission of Unreasonable Noise from the Lot.

5 Smoking

- 5.1 Owners and Occupiers must not Smoke on Scheme Land unless the smoking is in:
- (a) an inside area forming part of their lot or exclusive use area; and

- (b) a way that does not cause a nuisance, hazard or unreasonable interference with another person's use and enjoyment of the common property or a Lot.

6 Parking and Vehicles

6.1 An Owner, Occupier or Visitor must not, without the written approval of the Body Corporate:

- (a) use a Vehicle in a way which creates a hazard; or
- (b) park a Vehicle on the Common Property except if the parking is:
 - (i) by a Visitor in a designated visitor car park; or
 - (ii) authorised in an exclusive use by-law;
- (c) use or permit the use of a car park (including under a lease or on a separate sale), except by:
 - (i) the Owner or Occupier; or
 - (ii) the Owner or Occupier of another Lot; or
 - (iii) their respective bona fide visitors.

6.2 An Owner or Occupier must provide to the Body Corporate the details of any Vehicles used by an Owner or Occupier on scheme land, including the registration number of the Vehicle.

6.3 A Visitor who parks in the designated visitor car park must display a notice on its Vehicle which includes:

- (a) the Visitor's contact details, including a phone number, email and postal address; and
- (b) the full name and lot number of the Owner or Occupier who the Visitor is visiting.

Note - an Owner or Occupier's Vehicle can be towed from the Common Property if parked in contravention of these by-laws without the Body Corporate being first required to send a contravention notice or make a dispute resolution application.

7 Works

Requirement for approval

7.1 An Owner or Occupier must not, without the written approval of the Body Corporate, Alter:

- (a) the Common Property; or
- (b) their Lot unless the works are of a cosmetic nature that:
 - (i) does not affect another Lot or the Common Property; or
 - (ii) cannot be seen from another Lot or the Common Property.

Conditions of approval

7.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:

- (a) the improvement must be substantially in accordance with the plans and specifications provided to the Body Corporate detailing the way the Owner or Occupier is to Alter the Lot or Common Property;
- (b) the way that the Owner or Occupier Alters the Lot or Common Property is:
 - (i) carried out by suitably qualified persons in accordance with any building requirements;
 - (ii) carried out as soon as reasonably practicable;
 - (iii) carried out in a way that does not cause a nuisance or unreasonable interference with Occupiers of other lots; and
 - (iv) suitably insured; and
- (c) the owner of the Lot must maintain any works in a good and structurally sound condition.
- (d) if the Alteration relates to Hard Flooring in a Prescribed Area:
 - (i) prior to the installation of the Hard Flooring, advice must be sought from a recognised acoustic consulting company to **(Initial Advice)**:
 - (A) obtain advice as to:
 - i. suitable floor treatments to ensure that any Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier **(Installation Requirements)**; and
 - ii. the level of floor impact isolation rating required to ensure the Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier **(Minimum Standard)**; and
 - (B) determine the current level of floor impact isolation rating for the floor **(Current Standard)**;
 - (ii) the Owner must provide the Body Corporate a copy of the Initial Advice;
 - (iii) any Hard Flooring must be installed with materials so as not to cause an unreasonable interference or nuisance to another Occupier and include the Installation Requirements;
 - (iv) any Hard Flooring must meet the following requirements after the Hard Flooring is installed **(Required Standard)**:
 - (A) for areas where Hard Flooring already exists - a floor impact isolation rating of at least the greater of:
 - i. the Minimum Standard; or
 - ii. the Current Standard; or
 - (B) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard;
 - (v) upon completion of the Hard Flooring installation:
 - (A) the Hard Flooring shall be further tested to ensure that Required Standard has been met **(Final Test)**; and

- (B) the Owner must provide the Body Corporate the results of the Final Test.

8 External appearance

- 8.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, do anything which changes the external appearance of the Lot (for example, the placement of an item or the hanging of washing on a balcony) which is visible from another Lot, the Common Property or from outside the Scheme.

9 Use of Lots

- 9.1 An Owner or Occupier must not, without the written approval of the Body Corporate, use their Lot:
- (a) for anything other than the purpose that the Lot was designed for; or
 - (b) if the owner or occupier of the Lot is not the Caretaking Service Contractor, in a way which competes with the Caretaking Service Contractor.

10 Obstruction

- 10.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct the Common Property;
 - (b) place items on, or use for storage, the Common Property;
 - (c) exclusively use the Common Property without an authorising exclusive use by-law.

11 Auctions

- 11.1 An Owner must not, without the written approval of the Body Corporate, carry out an auction on their Lot or the Common Property.

12 Garage sale

- 12.1 An Occupier must not, without the written approval of the Body Corporate, carry out a garage sale on their Lot or the Common Property.

13 Body Corporate contractors

- 13.1 An Owner or Occupier must not, without the written approval of the Body Corporate, provide instructions to contractors of the Body Corporate.

14 Animals

Requirement for approval

- 14.1 An Owner or Occupier must not, without the written approval of the Body Corporate, bring or keep an animal in their Lot or the Common Property.

Conditions of approval

- 14.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:

- (a) the Owner or Occupier must ensure that when passing through Common Property, the animal is suitably restrained or carried;
- (b) the animal must be registered with the council, if the animal is a type that allows council registration;
- (c) the animal is kept within the Lot and not allowed to roam the Common Property;
- (d) the Owner or Occupier must immediately pick up and dispose of any animal waste left on the Common Property; and
- (e) the animal must carry an identification tag with the Owner or Occupier's details.

15 Waste

15.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) leave waste on the Common Property other than in a designated waste bin designed for keeping the type of waste being disposed of;
- (b) overfill a designated waste bin; or
- (c) dispose of waste in a way which is not adequately bagged.

16 Letterbox

16.1 An Owner or Occupier must not, without the written approval of the:

- (a) Body Corporate, use or interfere with a letterbox designated for the Body Corporate; or
- (b) other relevant Lot Occupier, use or interfere with a letterbox designated for another Lot.

17 Access keys

17.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere, tamper or copy an access key for the Common Property or a Lot; or
- (b) use an access key for which they are not authorised to use.

18 Restricted areas

18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, access an area that has been restricted by the Body Corporate.

19 Use of utility infrastructure

19.1 An Owner or Occupier shall not, without the prior approval of the Body Corporate, use or interfere with any utility infrastructure.

Structure of the scheme

20 Building Management Statement

- 20.1 An Owner or Occupier must not, without the written approval of the Body Corporate, do anything which places the Body Corporate in breach of the building management statement that the Body Corporate is a party to.

21 Council and development restrictions

- 21.1 The following provisions are mandated by the Brisbane City Council pursuant to the relevant development approval conditions for the Scheme and the Building in which the Scheme Land is located:
- (a) A suitable system of lighting must be maintained in a safe and good working order, to operate from dusk to dawn, within all areas where the public will be given access;
 - (b) All balconies and terraces shown on the approved drawings and documents are to remain unenclosed;
 - (c) The driveway, associated landscaping and vehicle turning areas as shown on the approved plan(s) of layout shall form part of the Common Property and shall not be designated for the exclusive use of any Lot;
 - (d) Screening is to be provided for any externally mounted air-conditioning or mechanical plant installations in accordance with the following requirements:
 - (i) No unscreened installations on the proposed development are to be visible from the surrounding site; and
 - (ii) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located;
 - (e) 24 hour unimpeded access for bona fide Visitors to all visitor bays is to be maintained;
 - (f) All sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter;
 - (g) The acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic is to be maintained, so as to prevent environmental nuisance;
 - (h) The refuse and recycle bins are to be stored within the enclosed storage area and only temporarily brought out to the collection point on collection day. Following collection, the bins are to be returned to the enclosed storage area as soon as practical;
 - (i) The use of the outdoor communal barbeque area is to be limited to between the hours of 7am to 10pm.

Facilities

22 Barbecue area

Booking

- 22.1 An Owner or Occupier must not, without an Approved Booking, use the barbecue area to the exclusion of other Owners and Occupiers.

Without a booking

22.2 An Owner or Occupier may use the barbecue area on the conditions that:

- (a) the use does not:
 - (i) conflict with an Approved Booking;
 - (ii) exclude other Owners and Occupiers unless the use is consistent with an Approved Booking;
 - (iii) cause damage to the surface, fixtures or fittings of the barbecue area;
 - (iv) cause a nuisance or an unreasonable interference;
 - (v) leave the area unclean and untidy after use; and
- (b) the Owner or Occupier does not permit the use of the barbecue area by its Visitors or persons below the age of 13 unless accompanied by the relevant Owner or Occupier.

Exclusive use

23 Exclusive use - generally

- 23.1 The Owners and Occupiers of Lots identified in Schedule E have the exclusive use of the parts of the Common Property allocated in that schedule and as identified respectively on plans as set out in Schedule E for the respective purposes identified in Schedule E.
- 23.2 Unless otherwise expressly provided to the contrary in these by-laws, the Owners and Occupiers of a Lot having the exclusive use and enjoyment of an area of the Common Property must:
- (a) keep that area in a clean and tidy condition;
 - (b) not use that area so as to create a nuisance or disturbance to the other owners or occupiers of Lots;
 - (c) only use the area for the purpose for which the relevant area was designed and constructed;
 - (d) be responsible for maintaining that area;
 - (e) not enclose any part of the Common Property allocated under this by-law for car parking;
 - (f) maintain any parts of the Common property allocated under thus by-law for storage and any locking devices securing those parts;
 - (g) not make any structural alterations to that area except as approved pursuant to these by-laws; and
 - (h) allow any service contractor of the Body Corporate and tradespeople access at all reasonable times after reasonable prior notice (except in the case of emergency).
- 23.3 Where more than one Owner has the joint exclusive use of an area of common property, the Body Corporate will be responsible for the cleaning, maintenance, repair, replacement or any other works to the relevant joint exclusive use area with each of the Owners with the benefit of the joint exclusive use area to reimburse the Body Corporate for the costs incurred by the Body Corporate in that regard in their respective shares based on the contribution schedule lot entitlements of the Lots that have the benefit of the exclusive use rights over the relevant joint exclusive use area.

- 23.4 An Owner with the benefit of an exclusive use area may make an improvement to the exclusive use area the subject of this by-law with the prior written approval of the Committee and subject to the Owner obtaining and complying with all necessary building approvals. If the Committee grants such approval it may do so unconditionally or subject to reasonable conditions. The Committee is entitled to request copies of any plans and specifications as it considers necessary to enable it to consider whether it will grant its approval and the Owner of a Lot must comply with such a request. All reasonable costs of the Body Corporate in considering requests for approval for improvements under this by-law are payable by the Owner of the Lot on demand.

24 Exclusive use – original owner nominations

- 24.1 Owners are entitled to the exclusive use of that part of the Common Property nominated by the original owner or the solicitor acting on behalf of the original owner to the Body Corporate during the period ending 12 months after the recording of the community management statement (**Exclusive Use Space**) which nominations (at the date of this community management statement) are identified in Schedule E. such owners:
- (a) must, at their own expense, keep the Exclusive Use Space neat and tidy; and
 - (b) must, so far as they are lawfully able to, perform the duties of the Body Corporate in respect of the Exclusive Use Space.
- 24.2 Exclusive use areas under this by-law not kept clean will be tidied and cleaned by the Body Corporate at the expense of the Owner.

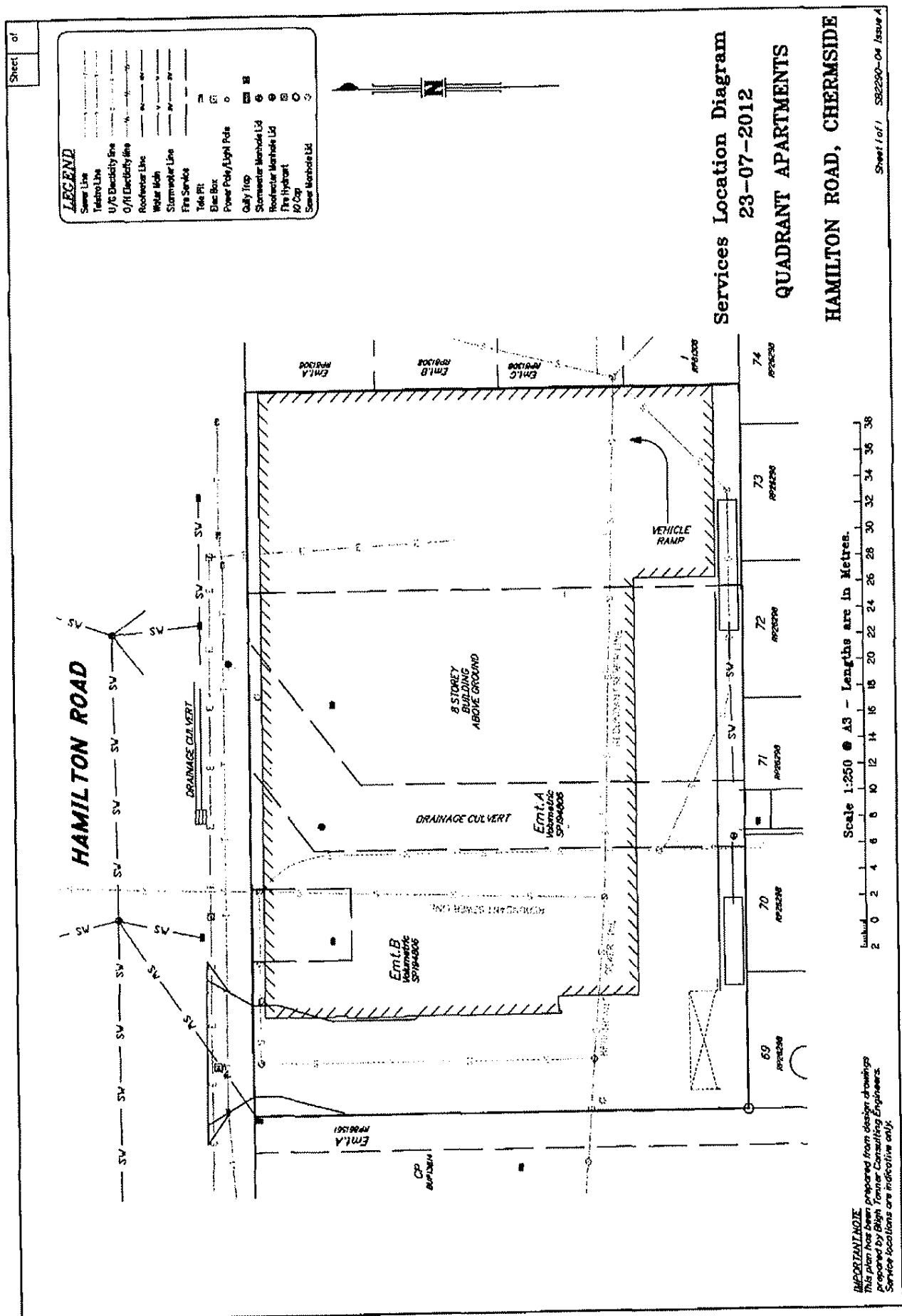
25 Foyer Security (Special Right)

- 25.1 Each Owner and Occupier for the time being on Level 3 (being Lots 301 to 313 on SP 198928), Level 4 (being Lots 401 to 41 on SP 240115), Level 5 (being Lots 501 to 513 on SP 240115), Level 6 (being Lots 601 to 612 on SP 240115), Level 7 (being Lots 701 to 710 on SP 240115 and Level 8 (being Lots 801 to 810 on SP 240115) shall have the exclusive use (together with the other Owners and Occupiers on the same level) of the Common Property contained within the lift foyer and passage ways on the level of their respective Lots.
- 25.2 The special rights granted under this by-law limit access to each level from the lifts by key security card access or another system to limit the rights of Owners and Occupiers to use lifts to access a foyer or Lot on any level of the building so that only Owners and Occupiers of lots described in this by-law 22 and their Visitors may access certain levels as described in this by-law 22.
- 25.3 The Body Corporate will be responsible for the cleaning and maintenance of the special rights areas the subject of this by-law (foyers and passage ways on each level) and may permit its servants and contractors engaged in such work access to those areas. The costs of maintenance of the security card access and other system the subject of the special rights under this by-law will be borne by the Body Corporate.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**Details required to be included**

1. To facilitate the progressive development of the scheme or the development of other land the subject of the building management statement that affects the scheme, the original owner (and those authorised by it) may, at any time, enter onto the scheme land and to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services and, to facilitate that, the original owner may, without limitation, carry out the following work (collectively called **utility infrastructure works**);
 - (a) excavation and general earth works;
 - (b) construction on the common property of such improvements and facilities as the original owner considers necessary to establish utility infrastructure and utility services; and
 - (c) construction of improvements and making connections to an existing improvements on other land the subject of the building management statement that affects the Scheme.
2. The original owner (and those authorised by it) may bring on to the scheme land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the utility infrastructure works.
3. The original owner will use reasonable endeavours to ensure that the utility infrastructure works will be carried out in a manner that minimises (so far as is practical) inconvenience to owners and occupiers of lots.
4. The body corporate and each owner and occupier of lots agree not to make any objection or any claim against the original owner in respect of any noise, dust, traffic or nuisance of any type, which may arise in connection with the utility infrastructure works.
5. Until the end of construction on the scheme land or on other land the subject of the building management statement that affects the scheme, the original owner and/or body corporate may;
 - (a) restrict or prohibit access by owners and occupiers of lots to or through all or parts of the scheme land or on other land the subject of the building management statement that affects the Scheme on which that construction is taking place, and permit access to the scheme land only by routes considered safe and practical; and
 - (b) permit the original owner (and those authorised by it) to use parts of the scheme land or nearby or adjoining land for support, scaffolding, construction access and construction accommodation and storage, for the purpose of or in connection with such construction, and the body corporate and each owner and occupier of a lot may not object.
6. Words and expressions defined in the Body Corporate and Community Management Act 1997 have the same meaning in this schedule D.
7. The location of services is as shown on the attached services location diagram.
8. The lots affected, or proposed to be affected, by statutory easements are shown in the following table:

Type of statutory easement	Lots affected
Support	Lots 201 to 213, 301 to 313, 401 to 413, 501 to 513, 601 to 612, 701 to 710, 801 to 810 on SP 240115 and common property of the scheme
Utility services and utility infrastructure	Lots 201 to 213, 301 to 313, 401 to 413, 501 to 513, 601 to 612, 701 to 710, 801 to 810 on SP 240115 and common property of the scheme
Shelter	Lots 201 to 213, 301 to 313, 401 to 413, 501 to 513, 601 to 612, 701 to 710, 801 to 810 on SP 240115 and common property of the scheme
Projections	Lots 201 to 213, 301 to 313, 401 to 413, 501 to 513, 601 to 612, 701 to 710, 801 to 810 on SP 240115 and common property of the scheme
Maintenance of building close to boundary	Lots 201 to 213, 301 to 313, 401 to 413, 501 to 513, 601 to 612, 701 to 710, 801 to 810 on SP 240115 and common property of the scheme



SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot	Purpose	Exclusive use/Special Privilege area
Lot 201 on SP 240115	Carpark	Exclusive Use Area 201A on the attached Plan SB2290-02-G
Lot 206 on SP 240115	Carpark	Exclusive Use Area 206A on the attached Plan SB2290-02-G
Lot 208 on SP 240115	Carpark	Exclusive Use Area 208A on the attached Plan SB2290-02-G
Lot 209 on SP 240115	Carpark	Exclusive Use Area 209A on the attached Plan SB2290-02-G
Lot 212 on SP 240115	Carpark	Exclusive Use Area 212A on the attached Plan SB2290-02-G
Lot 213 on SP 240115	Carpark	Exclusive Use Area 213A on the attached Plan SB2290-02-G
Lot 306 on SP 240115	Carpark	Exclusive Use Area 306A on the attached Plan SB2290-02-G
Lot 308 on SP 240115	Carpark	Exclusive Use Area 308A on the attached Plan SB2290-02-G
Lot 309 on SP 240115	Carpark	Exclusive Use Area 309A on the attached Plan SB2290-02-G
Lot 312 on SP 240115	Carpark	Exclusive Use Area 312A on the attached Plan SB2290-02-G
Lot 313 on SP 240115	Carpark	Exclusive Use Area 313A on the attached Plan SB2290-02-G
Lot 406 on SP 240115	Carpark	Exclusive Use Area 406A on the attached Plan SB2290-02-G
Lot 408 on SP 240115	Carpark	Exclusive Use Area 408A on the attached Plan SB2290-02-G
Lot 409 on SP 240115	Carpark	Exclusive Use Area 409A on the attached Plan SB2290-02-G
Lot 412 on SP 240115	Carpark	Exclusive Use Area 412A on the attached Plan SB2290-02-G
Lot 413 on SP 240115	Carpark	Exclusive Use Area 413A on the attached Plan SB2290-02-G
Lot 506 on SP 240115	Carpark	Exclusive Use Area 506A on the attached Plan SB2290-02-G
Lot 512 on SP 240115	Carpark	Exclusive Use Area 512A on the attached Plan SB2290-02-G
Lot 513 on SP 240115	Carpark	Exclusive Use Area 513A on the attached Plan SB2290-02-G
Lot 601 on SP 240115	Carpark	Exclusive Use Area 601A on the attached Plan SB2290-02-G
Lot 606 on SP 240115	Carpark	Exclusive Use Area 606A on the attached Plan SB2290-02-G
Lot 607 on SP 240115	Carpark	Exclusive Use Area 607A on the attached Plan SB2290-02-G
Lot 608 on SP 240115	Carpark	Exclusive Use Area 608A on the attached Plan SB2290-02-G
Lot 609 on SP 240115	Carpark	Exclusive Use Area 609A on the attached Plan SB2290-02-G
Lot 610 on SP 240115	Carpark	Exclusive Use Area 610A on the attached Plan SB2290-02-G
Lot 611 on SP 240115	Carpark	Exclusive Use Area 611A on the attached Plan SB2290-02-G
Lot 612 on SP 240115	Carpark	Exclusive Use Area 612A on the attached Plan SB2290-02-G

Lot	Purpose	Exclusive use/Special Privilege area
Lot 701 on SP 240115	Carpark	Exclusive Use Area 701A on the attached Plan SB2290-02-G
Lot 702 on SP 240115	Carpark	Exclusive Use Area 702A on the attached Plan SB2290-02-G
Lot 703 on SP 240115	Carpark	Exclusive Use Area 703A on the attached Plan SB2290-02-G
Lot 704 on SP 240115	Carpark	Exclusive Use Area 704A on the attached Plan SB2290-02-G
Lot 705 on SP 240115	Carpark	Exclusive Use Area 705A on the attached Plan SB2290-02-G
Lot 706 on SP 240115	Carpark	Exclusive Use Area 706A on the attached Plan SB2290-02-G
Lot 707 on SP 240115	Carpark	Exclusive Use Area 707A on the attached Plan SB2290-02-G
Lot 708 on SP 240115	Carpark	Exclusive Use Area 708A on the attached Plan SB2290-02-G
Lot 709 on SP 240115	Carpark	Exclusive Use Area 709A on the attached Plan SB2290-02-G
Lot 710 on SP 240115	Carpark	Exclusive Use Area 710A on the attached Plan SB2290-02-G
Lot 801 on SP 240115	Carpark	Exclusive Use Area 801A on the attached Plan SB2290-02-G
Lot 802 on SP 240115	Carpark	Exclusive Use Area 802A on the attached Plan SB2290-02-G
Lot 803 on SP 240115	Carpark	Exclusive Use Area 803A on the attached Plan SB2290-02-G
Lot 804 on SP 240115	Carpark	Exclusive Use Area 804A on the attached Plan SB2290-02-G
Lot 805 on SP 240115	Carpark	Exclusive Use Area 805A on the attached Plan SB2290-02-G
Lot 806 on SP 240115	Carpark	Exclusive Use Area 806A on the attached Plan SB2290-02-G
Lot 807 on SP 240115	Carpark	Exclusive Use Area 807A on the attached Plan SB2290-02-G
Lot 808 on SP 240115	Carpark	Exclusive Use Area 808A on the attached Plan SB2290-02-G
Lot 809 on SP 240115	Carpark	Exclusive Use Area 809A on the attached Plan SB2290-02-G
Lot 810 on SP 240115	Carpark	Exclusive Use Area 810A on the attached Plan SB2290-02-G

