QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

Land Title Act 1994, Land Act 1994 and Water Act 2000

**Duty Imprint** 

FORM 14 Version 4 Page 1 of 1



718388552

\$88.00

1. Nature of request

Request to record new community management statement for Winchcombe Carson Community Titles **Scheme 28348** 

Lodger (Name, address, E-mail & phone number)

Grace Lawyers Pty Ltd **GPO Box 1950** Brisbane QLD 4001

2437

Lodger Code

jason.carlson@gracelawyers.com.au

Lot on Plan Description

County

Parish

Title Reference

Natalie Craig

Solicitor's Signature

Common Property for Winchcombe Carson Community Titles Scheme 28348

**STANLEY** 

NORTH BRISBANE

50322593

Registered Proprietor/State Lessee

Body Corporate for Winchcombe Carson Community Titles Scheme 28348

Interest

NOT APPLICABLE

5. Applicant

Body Corporate for Winchcombe Carson Community Titles Scheme 28348

6. Request

I hereby request that:

the new community management statement deposited herewith which amends Schedule C of the existing community management statement be recorded as the new community management statement for Winchcombe Carson Community Titles Scheme 28348

7. Execution by applicant

9/11/2017 **Execution Date** 

QUEENSLAND TITLES REGISTRY

# **NEW COMMUNITY MANAGEMENT STATEMENT**

CMS Version 3

**Print Name** 

Body Corporate and Community Management Act 1997

28348		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		
۱.	Name of community titles so	cheme	2.	Regulation module
	Winchcombe Carson Commun	nity Titles Scheme 28348		Accommodation Module
3.	Name of body corporate  Body Corporate for Winchcom	be Carson Community Tit	les S	cheme 28348
4.	Scheme land	-		
	See enlarged panel			
5.	Name and address of origin	al owner	6.	Reference to plan lodged with this statement
	NOT APPLICABLE			NOT APPLICABLE
7.	Local Government commun Not Applicable pursuant to sec			otation te and Community Management Act 1997signed name and designation name of Local Government
8.	Consent of body corporate  Consent of body corporate  Common  Seal  of  Place seal here	20/10/17	C	*Execution  *Execution  Chair or Secretary  Print Name  R. Dolinson  *Execution  Committee Member

**Privacy Statement** 

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QUEENSLAND TITLES REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000

# **ENLARGED PANEL**

FORM 20 Version 2

# 4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Winchcombe Carson CTS 28348	Stanley	North Brisbane	50322593
Lots 1 to 41 on SP 130392	Stanley	North Brisbane	50322657 to 50322697 (inclusive)
Lots 42 to 122 on SP 142198	Stanley	North Brisbane	50384037 to 50384117 (inclusive)
Lot 123 on SP 166746	Stanley	North Brisbane	50520193
Lot 124 on SP 148966	Stanley	North Brisbane	50434657
Lot 125 on SP 166746	Stanley	North Brisbane	50520194
Lot 126 on SP 148966	Stanley	North Brisbane	50434659
Lot 127 on SP 148966	Stanley	North Brisbane	50434660
Lot 128 on SP 166746	Stanley	North Brisbane	50520195
Lot 129 on SP 166746	Stanley	North Brisbane	50520196

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 130392	277	132
Lot 2 on SP 130392	307	188
Lot 3 on SP 130392	307	188
Lot 4 on SP 130392	307	188
Lot 5 on SP 130392	307	190
Lot 6 on SP 130392	298	171
Lot 7 on SP 130392	319	209
Lot 8 on SP 130392	319	209
Lot 9 on SP 130392	313	198
Lot 10 on SP 130392	323	217
Lot 11 on SP 130392	310	193
Lot 12 on SP 130392	310	193
Lot 13 on SP 130392	310	193
Lot 14 on SP 130392	307	188
Lot 15 on SP 130392	325	220
Lot 16 on SP 130392	319	209
Lot 17 on SP 130392	319	209
Lot 18 on SP 130392	304	182
Lot 19 on SP 130392	323	217
Lot 20 on SP 130392	323	217
Lot 21 on SP 130392	316	204
Lot 22 on SP 130392	323	217
Lot 23 on SP 130392	268	116
Lot 24 on SP 130392	298	171
Lot 25 on SP 130392	316	204
Lot 26 on SP 130392	323	217
Lot 27 on SP 130392	323	217
Lot 28 on SP 130392	323	217
Lot 29 on SP 130392	323	217
Lot 30 on SP 130392	336	242
Lot 31 on SP 130392	358	281
Lot 32 on SP 130392	358	281
Lot 33 on SP 130392	343	253
Lot 34 on SP 130392	343	253
Lot 35 on SP 130392	346	259
Lot 36 on SP 130392	346	259
Lot 37 on SP 130392	346	259
Lot 38 on SP 130392	355	275
Lot 39 on SP 130392	358	281
Lot 40 on SP 130392	358	281
Lot 41 on SP 130392	358	281
Lot 42 on SP 142198	300	215
Lot 43 on SP 142198	350	297
Lot 44 on SP 142198	300	303
Lot 45 on SP 142198	330	248
Lot 46 on SP 142198	330	253
Lot 47 on SP 142198	330	275
Lot 48 on SP 142198	330	253
Lot 49 on SP 142198	300	253

Let 50 on SD 142109	330	253
Lot 50 on SP 142198	350	374
Lot 51 on SP 142198 Lot 52 on SP 142198	350	333
	370	302
Lot 53 on SP 142198	300	223
Lot 54 on SP 142198 Lot 55 on SP 142198	350	303
	350	330
Lot 56 on SP 142198	350	314
Lot 57 on SP 142198		327
Lot 58 on SP 142198	350	314
Lot 59 on SP 142198	350 300	325
Lot 60 on SP 142198		187
Lot 61 on SP 142198	250	187
Lot 62 on SP 142198	250	248
Lot 63 on SP 142198	330	
Lot 64 on SP 142198	350	311 325
Lot 65 on SP 142198	350	
Lot 66 on SP 142198	350	325
Lot 67 on SP 142198	330	248
Lot 68 on SP 142198	330	270
Lot 69 on SP 142198	330	286
Lot 70 on SP 142198	330	286
Lot 71 on SP 142198	300	286
Lot 72 on SP 142198	330	234
Lot 73 on SP 142198	350	385
Lot 74 on SP 142198	350	330
Lot 75 on SP 142198	350	352
Lot 76 on SP 142198	275	250
Lot 77 on SP 142198	350	330
Lot 78 on SP 142198	350	314
Lot 79 on SP 142198	350	325
Lot 80 on SP 142198	350	355
Lot 81 on SP 142198	350	330
Lot 82 on SP 142198	350	440
Lot 83 on SP 142198	275	231
Lot 84 on SP 142198	275	212
Lot 85 on SP 142198	275	217
Lot 86 on SP 142198	275	198
Lot 87 on SP 142198	275	198
Lot 88 on SP 142198	275	198
Lot 89 on SP 142198	275	198
Lot 90 on SP 142198	275	198
Lot 91 on SP 142198	320	336
Lot 92 on SP 142198	410	385
Lot 93 on SP 142198	400	385
Lot 94 on SP 142198	355	275
Lot 95 on SP 142198	358	330
Lot 96 on SP 142198	358	336
Lot 97 on SP 142198	358	341
Lot 98 on SP 142198	358	316
Lot 99 on SP 142198	358	303
Lot 100 on SP 142198	358	297
Lot 101 on SP 142198	358	363

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TOTALS	41, 435	34, 349
Lot 129 on SP 166746	153	132
Lot 128 on SP 166746	153	132
Lot 127 on SP 148966	307	264
Lot 126 on SP 148966	307	264
Lot 125 on SP 166746	154	132
Lot 124 on SP 148966	307	264
Lot 123 on SP 166746	154	132
Lot 122 on SP 142198	358	369
Lot 121 on SP 142198	300	239
Lot 120 on SP 142198	300	269
Lot 119 on SP 142198	300	237
Lot 118 on SP 142198	300	248
Lot 117 on SP 142198	300	215
Lot 116 on SP 142198	300	215
Lot 115 on SP 142198	300	259
Lot 114 on SP 142198	300	259
Lot 113 on SP 142198	358	440
Lot 112 on SP 142198	358	413
Lot 111 on SP 142198	358	407
Lot 110 on SP 142198	358	418
Lot 109 on SP 142198	358	341
Lot 108 on SP 142198	358	352
Lot 107 on SP 142198	300	264
Lot 106 on SP 142198	358	369
Lot 105 on SP 142198	358	407
Lot 104 on SP 142198	359	407
Lot 102 on SP 142198  Lot 103 on SP 142198	358 250	347 242

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND	

Section 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 do not apply.

SCHEDULE C BY-LAWS

# 1A. INSTALLATION OF HARD FLOOR COVERING

- (a) An owner or occupier must not install or cause to be installed or placed in or upon any part of a Lot hard flooring, such as timber, tiles, marble or similar material flooring unless the owner or occupier has first obtained the written approval of the Committee.
- (b) Where the Committee grants consent to the installation of the flooring, in addition to any other conditions the Committee may impose, conditions as necessary to comply with the Australian Building Code:
  - Eg: The floor must have an Rw + Ctr (airborne) not more than 50 and an Ln,w + C1 (impact) not less than 62.
- (c) This By-Law does not apply to any installations made by the Original Owner.

# 1. NOISE

- (a) An Owner or occupier of a Lot, their servants or agents shall not make, or permit, any noise in the lot or on Common Property which will be likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of Lots or those having business with them or of any person lawfully using the Common Property.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner or occupier thereof shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by closing all doors windows and curtains of its Lot end also such further steps as may be within his power for the same purpose.
- (c) All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot such equipment and instruments shall not be operated between the hours of 9:00 pm and 8:00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.
- (d) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practicing during the said hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.
- (d) An Owner or occupier of a Lot shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which interferes with the quiet enjoyment of its Lot by any other Owner or occupier of a Lot at any time of day or night.
- (e) An Owner or occupier of a Lot shall request guests leaving after 11:00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.

#### 2. DAMAGE TO COMMON PROPERTY

An owner or occupier of a Lot shall not mark, paint drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by it from installing:

- (a) any locking or other safety device for protection of its Lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon its Lot;

PROVIDED THAT the locking or other safety device or, screen or other device as the case may be, is constructed in a workman like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the good appearance of the building (as determined by the Committee of the Body Corporate)

# 3. DAMAGE TO LAWNS, ETC ON COMMON PROPERTY AND BODY CORPORATE ASSETS

An Owner occupier of a Lot shall not:

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 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property;

- (b) any Body Corporate Asset; or
- (c) use for its own purposes as a garden any portion of the Common Property.

#### 4. OBSTRUCTIONS

An Owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person

#### 5. CORRESPONDENCE

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

#### 6. RIGHT OF ENTRY

- (a) An Owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property, or to ensure that the By-laws are being observed also as to allow fulfilment of the conditions of any Building Management Statement affecting the Scheme.
- (b) Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the occupier of its Lot.
- (c) If not so permitted by the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager may effect entry and such entry shall not constitute trespass.
- (d) The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or occupier of a Lot as is reasonable in the circumstances.

# 7. VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY

- (a) The private roadway, pathways, drive, carpark and other Common Property and any easement giving access to the parcel shall not be obstructed by any Owner or the tenants, guests, servants, employees, servants, children, invitees, licensees of an Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.
- (b) An Owner or occupier of a Lot shall not:
  - permit any invitees vehicles to be parked on the roadway forming part of the Common Property at any time. Any vehicles shall be parked in the visitors parking bays on the Common Property, and such areas shall be used only for its intended purpose of casual parking;
  - except where accommodated in a carpark designated for the exclusive use of the Owner or Occupier, the Owner or Occupier shall not park, stand or permit the parking or standing any caravan, trailer, boat or motor vehicle upon any part of the Common property unless for the purpose of immediately loading or unloading;
  - (iii) except as provided for in these By-laws, an Owner or occupier of a Lot within the parcel, shall not regularly park in the same car parking space situated on the Common Property. For the purpose of this By-law regularly means for not longer than seven (7) hours per day over three (3) consecutive days (1 day being 24 hours).

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#### 8. SPEED LIMIT

An Owner or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee meeting from time to time (the "speed limit") while driving any motor propelled vehicle on the Common Property and shall use its best endeavours to ensure that its invitees do not exceed the speed limit in such circumstances The Speed limit for the time being shall be 10km per hour.

# 9. REFUSAL DISPOSAL, ETC ON COMMON PROPERTY

- (a) An Owner or occupier of a Lot shall not throw or allow to fail or permit or suffer to be thrown or fall, any object or substance out of the window or doors or from any balcony of its Lot, or down any staircase, passage, or skylight, or from the roof or passageway of the buildings. Any cost of remedying any drainage, or of cleaning caused by a breach of this By-law, shall not be borne by the Owner of the relevant lot.
- (b) An Owner or occupier of a Lot shall comply with all directions of the Local Authority on disposal of refuse and further:
  - save where the Body Corporate provides some other means of disposal or refuse, maintain
    within its Lot or on such part of the Common Property as may be authorised by the Body
    Corporate, in a clean and dry condition and adequately covered, a receptacle for the sole
    purpose of the collection of refuse;
  - empty bottles, boxes, used containers, pellets and similar items shall be stored tidily and, as far as possible, out at sight;
  - (iii) ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by its disposal of garbage;
  - (iv) keep car spaces tidy and free of litter;
  - ensure that any perishable items such as meat, fish, fruit etc are not placed in receptacles for periods longer than 24 hours prior to Local Authority collection;
  - (vi) all household garbage is only be disposed of in the designated facilities provided or occupier off site and shall not be placed in the facilities provided by the Body Corporate.
  - (vii) refuse other than normal household garbage shall be disposed of by the owner or occupier off site and shall not be placed in the facilities provided by the Body Corporate.

### 10. KEEPING OF ANIMALS

- (a) An occupier may keep animals upon their Lot or the Common Property only with the prior written approval of the Committee, which may be granted with or without conditions, or refused at the discretion of the Committee. The Committee of the Body Corporate may not unreasonably withhold approval for a Lot owner or occupier to keep an animal upon its Lot. If conditions are imposed, the occupier must comply with those conditions.
- (b) A person mentioned in Section 8 of the Guide Hearing and Assistance Dogs Act 2009 (Old) who is an occupier has the right to keep a guide dog on the Lot. The occupier must use their best endeavours to keep the guide dog quiet at all times, that the guide dog remains on a lead at all times when on Common Property and that all animal excrement is cleaned up.

### 11. WINDOWS

Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of *the* same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or Occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

# 12. EXTERNAL APPEARANCE OR STRUCTURE OF A LOT

Subject to these By Laws:

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(a) An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible from outside the building;

- (b) No external blinds or awnings shall be erected without the previous consent in writing of the Committee of the Body Corporate;
- (c) An Owner or occupier of a Lot shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;
- (d) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot;
- (e) Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent for approval;
- (f) An Owner or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the Common property or in any personal property vested in the Body Corporate or of any accident associated therewith, give notice to the Secretary or to the Body Corporate Manager;
- (g) An Owner or occupier of a Lot shall not erect on outside wireless, television antenna or satellite receiver without the prior written consent of the Body Corporate Committee;
- (h) An Owner or occupier of a Lot shall not make any structural alteration to its Lot, including any alterations to gas, water or electrical installation or any alterations to any other improvements constructed on the Lot, without the prior written consent of the Body Corporate Committee;
- (i) An Owner or occupier of a Lot shall not install, remove or replace any curtain backing, blind or window tinting, unless the colour and design has prior written consent of the Body Corporate Committee in giving such consent the Body Corporate should ensure that, as far as practicable, all Lots present a uniform appearance when viewed from the outside of the buildings;
- (j) An Owner or occupier of a Lot shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Committee of the Body Corporate (in its absolute discretion) detrimentally effects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Body Corporate Committee;
- (k) No alteration, installation or erection referred to in this clause 12, shall be carried out except as between the hours of 9:00 am and 5:00 pm;
- (I) No alteration will be permitted if the proposed alteration will contravene the Town Plan or any other requirements of the Local Authority from time to time; and
- (m) In addition to By-Law 12(j) an owner or occupier of a Lot must not use the internal balconies of a Lot for storage or to erect any temporary structures or the like and further any such items deemed to detract from the amenity of the building by the Committee, must be removed immediately.
- (n) Prior to commencing any alteration, installation or erection referred to, and which has been consented to by the Body Corporate, under this Clause 12, an owner or occupier must lodge a \$2,000.00 cash bond with the Building Managers.
- (o) In relation to any approved alteration, installation or erection referred to under this Clause 12, an owner or occupier is liable for all costs and works associated with:
  - any damage incurred to the Common Property as a result of the alteration, installation or erection; and

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(ii) the isolation and reconnection of the fire alarms to the Lot and reinspection of the fire infrastructures to the Lot for confirmation of compliance with the Queensland Fire and Rescue Services.

(p) The Body Corporate consent to any alteration, installation or erection referred to in this Clause 12 must not be unreasonably withheld and must take into account the Sustainable Housing Initiatives specified under the Building Act 1975 (Qld) and the Building and Other Legislation Amendments Act 2009 (Qld).

# 13. AIR CONDITIONING INSTALLATION AND MAINTENANCE

- (a) Air conditioning systems may only be installed or replaced with the written approval of the Body Corporate (including compliance with any conditions imposed by the Body Corporate in regard to the approval) in areas specifically designed for installation or any areas including within a Lot, exclusive use area or other part of Common Property as designated by the Committee.
- (b) All such systems must comply with all relevant Laws and standards with respect to noise emissions and otherwise as directed by the Committee.
- (c) The installation must be carried out by an installer approved by the Body Corporate which approval will not be unreasonably withheld.
- (d) The owner must maintain and keep in a state of good and serviceable repair the air conditioning system and related utility infrastructure servicing that Lot at their own expense.
- (e) All external ducting and related utility infrastructure must not be visible from Common Property or another Lot, and if visible, must be painted in the same colour as the background and an owner or occupier of a Lot shall choose the location of any air conditioners with care so that same does not cause reduced amenity to other persons in the Scheme.
- (f) Each owner must ensure that their air conditioning system is operating in a quiet manner so as to not cause a nuisance to any other owner or occupier.
- (g) (The Body Corporate will be responsible for the maintenance and service of any air conditioning equipment and any related utility infrastructure installed specifically by the Body Corporate on any area of the Common Property or over the Lot of an owner or occupier.
- (h) The Body Corporate must endeavour to give at least seven (7) days' notice to all owners or occupiers prior to the installation, repair, servicing or replacement of any air conditioning equipment or related utility infrastructure on the Common Property or to each individual owner or occupier where the installation, repair, servicing or replacement is over an exclusive use Lot of the Scheme.

# 14. INFECTIOUS DISEASES

In the event of any infectious disease, which may require notification by virtue of any Statute, Regulation or Ordinance, happening in any Lot, the Owner or occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

# 15. STORAGE OF FLAMMABLE LIQUIDS, GAS OR OTHER MATERIALS

- (a) An owner or occupier must not without the Body Corporate's prior written approval store a flammable substance on the Common Property.
- (b) An owner or occupier must not without the Body Corporate's prior written approval store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.
- (c) Any storage of a flammable substance must not be in conflict with any relevant laws relating to fires or any insurance policy, or increase the rate of any insurance policy, applicable to any Lot in the Scheme.

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- (d) This By-Law 15 does not apply to the storage of fuel in:
  - (i) the fuel tank of a vehicle or boat; or
  - ii) a tank kept on a vehicle or boat in which fuel is stored; under the requirements of any laws regulating the storage of flammable liquid.

# 16. USE OF LOTS

- (a) Subject to by-law 27, an Owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the development provided that the Lot may be used as a home office on a condition that such use does not in any way interfere with the peaceful enjoyment of other Lot Owners or occupiers.
- (b) An Owner or occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;
- (c) An Owner occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and sail no deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services; and
- (d) An Owner or occupier of a Lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

# 17. BEHAVIOUR OF INVITEES

- (a) An Owner or occupier of a Lot shall take all reasonable steps to ensure that its invitees comply with the provisions of these By-laws when upon a Lot or Common Property and in the event of its inability for any reason to ensure such compliance by any invitee it shall thereupon:
  - (i) withdraw the invitation of that person to be upon a Lot or Common Property; and
  - (ii) ensure that such person immediately leaves the parcel.
- (b) The Owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or occupier or their invitees.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws.

# 18. TRADESMEN

An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

# 19. REMOVALS

An Owner or occupier of a Lot shall not move any furniture, piano or safe into or out of its Lot without having given prior notice to the person contracted as the Caretaker and Letting Agent for the Body Corporate or the Committee of the Body Corporate and the moving must be done in the manner, by the route and at the time directed by the Caretaker and Letting Agent or Committee.

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#### 20. USE OF SWIMMING POOL

(a) Owners and occupiers may use the swimming pool constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the Owners and occupiers.

- (b) The Owner or occupier of a Lot shall ensure that:
  - children below the age of 12 years are not allowed in or around the Pool Area, unless accompanied by an adult, exercising effective control over them;
  - glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool;
  - (iii) Owners, occupiers, guests or invitees shall exercise caution at all times and shall not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons;
  - (iv) the dress standard for the pool may be altered by the Committee The present standard shall be in line with the bathing costumes as approved for bathing at the Brisbane City Council Public Pools, and unless otherwise determined the present standard shall vary in accordance with the Brisbane City Council standards;
  - (v) drunk and disorderly behaviour is not permitted in the Pool Area;
  - (vi) any person using the Pool Area agrees to abide by any additional rules displayed on a noticeboard in the Pool Area; and
  - (vii) subject to changes made by the Body Corporate, the hours of operation for the pool, will, for the time being be:

Monday to Sunday 7:00 am to 10:00 pm

### 21. MAINTENANCE OF SWIMMING POOL

An Owner or occupier of a Lot shall not without prior authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pools or add any chemical or other substance to the same.

#### 22. SECURITY OF THE BUILDING

- (a) The Body Corporate shall take all reasonable steps to ensure the security of the Building and Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:
  - close off any part of the Common Property not required for ingress or egress to a Lot or car
    parking space on either a temporary or permanent basis or otherwise restrict the access to,
    or use, by Owners or occupiers of any such part of the Common Property;
  - (ii) permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and
  - (iii) obtain, install and maintain locks, alarms communications systems and other security devices
- (b) If the Body Corporate, in the exercise of any of its powers under these By-laws, restricts the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys operating systems as it determines, available to Owners of Lots free of charge and thereafter may at its discretion, make additional numbers thereof available to Owners upon payment of such reasonable charges therefore as may be determined from time to time by the Body Corporate.

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(c) An Owner or occupier of a Lot to whom any key or any operation system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner, upon the user or occupier creasing to be a user or occupier.

- (d) An Owner or occupier of a Lot into whose possession any key or operating system referred to in these Bylaws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Committee.
- (e) An Owner or occupier of a Lot who is issued with a Key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- (f) An Owner or occupier of a Lot shall securely fasten all doors and windows to its Lot on all occasions when the Lot is left unoccupied, and the Body Corporate, its servants, agents or the Body Corporate Manager, shall have the right, without committing trespass, to enter and fasten any doors or windows.

# 23. SIGNAGE

The Body Corporate may erect or may authorise the Caretaker and Letting Agent to erect on the Common Property a nominal amount of Property Signage identifying the Caretaker and Letting Agent and the method by which the Caretaker and Letting Agent can be contacted

#### 24. STORAGE

The Committee of the Body Corporate may at any time designate any appropriate part of the Common Property to be used as a storeroom for the purposes of the storage of materials by the Caretaker and Letting Agent and may determine rules by which the Caretaker and Letting Agent and/or other any persons nominated by the Committee are given access to such designated storerooms.

### 25. NOTICE OF AUCTION

An Owner or occupier of a Lot shall not without the prior written notice of the Committee of the Body Corporate conduct an on-site Auction of a Lot.

# 26. MISCELLANEOUS

- (a) If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Owner of a Lot (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the Bylaws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.
- (b) False Fire Alarm Charges

The Body Corporate may recover from an owner or occupier of a lot any changes incurred due to the activation of a false fire alarm in the lot.

# 27. USE OF LOT BY CARETAKER AND LETTING AGENT

The Body Corporate may, with the written consent of any Caretaker and Letting Agent then appointed, nominate an alternate Lot in the Scheme to be used by the Caretaker and Letting Agent for the purposes of both residential purposes and the conducting and management of the business of letting and servicing of Lots as well as managing the Common Property and any activity associated with those businesses.

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#### 28. EXCLUSIVE USE CARPARKS

(a) The Owner or Occupier of each of the Lots listed under the heading "Exclusive Use Carparks" in Schedule E shall have the exclusive use of those parts of the Common Property as shown opposite the respective Lots numbers under the heading "Exclusive Use Carparks" in Schedule E for the purposes of earmarking. The Owner or Occupier shall at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any unsightly items and will remove from those areas any items immediately upon being directed to do so by the Body Corporate Committee (but the Body Corporate shall retail all obligations under the Act in respect of Common Property).

(b) The Owner of each Lot granted an exclusive use area may, with the prior consent of the Body Corporate Committee, which consent may be given conditionally and withdrawn at any time, construct a storage area within the exclusive use area for the use of that Owner or occupier provided the storage area is maintained at all times in a neat and tidy state The conditions imposed by the Body Corporate Committee may require a Lot Owner to use only those storage devices, approved by the Committee in the storage area.

# 29. EXCLUSIVE USE COURTYARDS

- (a) The owner or occupier of each of the lots listed under the heading "Exclusive Use Courtyards" in Schedule E shall have the exclusive use of those parts of the Common Property as shown opposite the respective lot number under the heading "Exclusive Use Courtyards" in Schedule E. The Owner of Occupier shall at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any unsightly items and will remove from those areas any items immediately upon being directed to do so by the Body Corporate Committee.
- (b) The owners or occupier of a Lot to which this by-law relates, will at all reasonable times allow the Caretaker or any other contractor employed by the Body Corporate access to the Exclusive Use Area for maintenance or repair purposes.
- (c) To avoid any doubt and subject to the Act, the Owner and/or Occupier of a Lot the subject of this by-law will be responsible for the satisfaction of any obligation of the Body Corporate in respect of the Exclusive Use Area except that the maintenance of any lawns and gardens within the Exclusive Use Area will be completed by the Caretaker or any other contractor employed by the Body Corporate at the Body Corporate's cost unless:
  - the Body Corporate Committee approves a request for the Owner or Occupier to maintain the Exclusive Use Area; and
  - (ii) the Owner/Occupier continues to maintain the Exclusive Use Area to the standard required by the Body Corporate Committee.
- (d) The Owner and/or Occupier of a Lot the subject of this by-law, will, subject to the Act, be responsible for fulfilling the obligations of the Body Corporate in respect of the Exclusive Use Area.

# 30. NO SMOKING ON COMMON PROPERTY

- (a) An owner, occupier or any guest or invitee shall not smoke on any part of the Common Property.
- (b) The Body Corporate Committee may in its discretion, authorise smoking on those areas of the Common Property which are outside the Building and any other structures on Common Property.

#### 31. AIR CONDITIONERS

The owner of a lot, with prior written approval of the Body Corporate Committee, may install an air conditioning unit within their lot subject to the following terms and conditions:

- (a) all units must:
  - (i) be split cycle units;
  - (ii) not exceed 60 decibels at 2 metres; and
  - (iii) be maintained in good working order by the owner at all times;

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(b) all external ducting must not be visible from common property or another lot and if visible must be painted in the same colour as the background;

- the owner of the Lot benefiting from the installation shall keep all fixtures and fittings repaired, maintained and insured at their expense;
- (d) the owner of the lot benefiting from the installation shall indemnify the Body Corporate against any loss or damage sustained during or after the installation of the unit;
- (e) shall ensure that there is no water run off onto common property;
- (f) the owner acknowledges that the Body Corporate reserves the right to withdraw any approval in part or in full if:
  - (i) the terms of the approval fail to be complied with; and
  - (ii) any noise or other nuisance caused by the operation of the unit unreasonably interferes with any other persons right to quiet enjoyment of their lot or common property.
- (g) Furthermore, an owner of a lot may with the Body Corporate's prior written consent install an airconditioned on common property in a position approved by the Body Corporate Committee and subject to the terms and conditions listed in this by-law.

### 32. WORK, HEALTH AND SAFETY OBLIGATIONS

Where the Body Corporate engages any worker as an Employee to conduct work in any capacity on behalf of the Body Corporate, it must take all reasonable steps to ensure at minimum:

- (a) The health and safety of its workers in the workplace;
- (b) The workplace, the means of entering and exiting *the* workplace and anything arising from the workplace are without risks to the health and safety of any person;
- (c) The fixtures, fittings and Utility Infrastructure are without risks to the health and safety of any person and any other obligations and duties it may have under the Work Health and Safety Act 2011 (Qld).

#### 33. SUPPLY OF SERVICES BY THE BODY CORPORATE

(a) Bulk Supply of Services

The Body Corporate may obtain the supply of a service for the Scheme from a supplier. *The* Body Corporate may enter into an agreement with a supplier on terms decided by the Committee and may then on-supply the services to occupiers.

- (b) Installation of Meters
  - (i) The Body Corporate must ensure that each Lot to which services are sold has a separate meter and must arrange the installation of separate meters if necessary, if this is applicable to the type of service supplied. This does not apply to any gas supplied to Lots for kitchen hot plates.
  - (ii) If it is not appropriate to install meters or similar devices in respect of a particular service, then the Body Corporate must devise a fair method of calculating how much of each service a particular occupier has used.
  - (iii) The Body Corporate is not responsible for the accuracy or correct operation of any meter for a service for a Lot, except to the extent that it is responsible under a relevant law. Customers must ensure that no person associated with the customer or their Lot interferes with any meter or equipment used for the supply or measure of supply of service to a Lot.
- (c) Selling Price of Services

The Body Corporate:

(i) Must not unfairly discriminate between occupiers in setting charges for services; and

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(ii) May not charge more than the rate the relevant services supplier would charge to supply the service directly to the Lot; and

(iii) Must comply with all relevant laws in the supply of the services.

# (d) Supply Conditions

- (i) Customers must, in consideration of the supply of the service by the Body Corporate, comply with this by-law and the supply conditions. A copy of the supply conditions adopted by the Body Corporate from time to time must be made available by the Body Corporate to customers promptly on request.
- (ii) Upon the acceptance or use of the service supplied by or through the Body Corporate, the supply conditions and this by-law constitute an agreement between the customer and the Body Corporate.
- (iii) The consideration for the agreement is the supply of the service from the Body Corporate to the customer. The supply conditions form an agreement separate to this by-law. However, if By-law 16.7 is not effective to create a separate agreement between customers and the Body Corporate and this is required by law, customers must sign an individual agreement for the supply of the service on the supply condition, promptly upon request by the Body Corporate.

# (e) Transferee of Lot Liable for Accounts

When a customer transfers the customer's interest in a Lot, the transferee becomes a party to the agreement constituted by the supply conditions by accepting the supply or by continuing to use the service. The original customer is released from the obligation imposed under this by-law and the supply conditions only when all obligations of the customer are satisfied.

(f) Transferee of Lot Able to Search

The Body Corporate must, if asked, disclose the amount of outstanding services accounts for a Lot to a proposed transferee of that Lot. The transferee must have the written authority of the owner of the relevant Lot.

- (g) Accounts for Services Supplied
  - (i) The Body Corporate may issue accounts for services supply at the intervals it decides are appropriate and accounts must be paid within 14 days.
  - (ii) If the owner of a Lot is not the occupier of the Lot, then the owner is jointly and severally liable with the occupier for payment of accounts for services supplied to the Lot.
  - (iii) The Body Corporate may include the costs for the supply of the service (whether to an owner or occupier of a Lot) in "Notices of Contributions Payable" to the Body Corporate by the owner of the Lot to which the service is supplied.
  - (iv) An invoice or notice will have been validly given to a customer if the invoice or notice is sent to the last known address for the customer known to the Body Corporate.
  - (v) If accounts are not paid on the due date then:
    - A. The amount outstanding (including any interest accruing from day to day) is subject to interest at the rate of 20% per annum; and
    - B. An account is taken not to be paid until any interest is also paid; and
    - The Body Corporate may sue the person liable for payment of the account as a liquidated debt; and
    - D. The Body Corporate may disconnect or discontinue the supply of the service to the relevant Lot until the amount outstanding is paid.
- (h) Enquires about Connections, etc

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(i) All enquiries regarding connection, disconnection and charges must be directed to the Body Corporate Manager or another person nominated by the Committee.

(ii) Customers must follow the directions of the Body Corporate Manager or another person nominated by the Committee with respect to the supply and use of the service. Such directions must be consistent with this by-law and the supply conditions.

The Committee may make rules about the supply of services that are consistent with this by-law, the supply conditions and any relevant law.

# 34. ROOF WORKS AND ACCESS

A lot owner or occupier (approved person) must not, or permit their agent or contractor to, access or carry out any works (including installation, maintenance or removal) on the roof without the prior written consent of the Committee.

The following conditions will apply to any approval under this by-law:

- the approved person ensures that traffic on the roof is restricted to the assigned roof walkways and use of roof ladders;
- (b) the approved person ensures that the roof access areas are fully secured on completion of daily works:
- (c) the approved person ensures that no loose objects are left on the roof, including daily removal of all builders debris, disused gas cylinders, redundant air-conditioning compressors, loose waste, fasteners, etc;
- (d) the approved person must ensure that any damage to the roof, roof drainage or roof membrane is promptly reported to the Caretaker.

The Committee may at its discretion impose further conditions on any approval and the approved person must comply with those conditions.

#### 35. RENOVATIONS

An Owner or occupier of a Lot must not renovate or refurbish their Lot without prior approval of the Body Corporate.

In applying for approval under this by-law, the Owner or occupier (the applicant) must provide the Caretaker and the Committee in writing with the following information:

- (a) full set of certified drawings showing the existing and proposed Renovation, including any required approval certificates from Brisbane City Council, Department of Environment and Heritage Protection, Queensland Fire and Rescue Service or Structural, Hydraulic, Mechanical and Electrical Engineering Reports to confirm compliance to Building Regulations and Workplace Health and Safety;
- (b) details of the scope and duration of the works;
- (c) details of any expected excessive noise, disturbance or dust pollution (including the safe handling and disposal of asbestos material);
- (d) details of any contractors engaged to perform the Renovation;
- (e) any other information reasonably necessary to mitigate any potential risk or nuisance;
- (f) proposed changes to common service connections or utility infrastructure (eg. supply water, grey waste, sewer and waste water, fire detection and monitoring services, gas connections, electrical upgrades, etc); and
- (g) if the applicant is not the Owner of the Lot, evidence that the Owner has consented to the application being made.

The Committee may at its discretion impose further conditions on any approval and the Owner or occupier must comply with those conditions.

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The applicant must notify both the Caretaker and the Committee, as soon as practical, of any significant changes to this intended scope, duration or method of performance of the renovation / refurbishment.

When performing the renovation / refurbishment, the applicant must ensure that:

- (a) these works only occur between the hours of 8:00am and 4:00pm from Monday to Friday and from 8:00am to 12 noon on Saturday, unless different hours have been approved by the Committee;
- the applicant and their contractors, agents or staff satisfy all requirements of the Work Health and Safety Act 2011 (Qld);
- (c) all reasonable efforts to minimise noise are taken, including but not limited to the closing of all windows and doors within the Lot;
- (d) no rubbish or building materials are deposited on the common property, including within the designated receptacles for domestic garbage - all such rubbish and materials are to be disposed of off-site at the applicant's cost and liability; and
- (e) on completion of the Renovation, the applicant provides a Builder's Certification and Fire Certification Certificates confirming the works have been completed in accordance with the approved drawings, or amendments approved by the Committee, and compliance to the current Building Regulations, in addition to Fire Safety Regulations as per the Stage-1 or Stages 2 & 3 Fire Engineering Reports.

# 36. COMMUNICATIONS WITH THE COMMITTEE AND BODY CORPORATE MANAGER

Owners and Occupiers must communicate with the Committee and the Body Corporate Manager in a reasonable and courteous manner and not in any way that constitutes a nuisance.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED	

NOT APPLICABLE

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

Lot on Plan	Exclusive Use Carparks (by-law 28)	Exclusive Use Courtyard (by-law 29)
Lot 1 on SP 130392	Area marked 1A on the attached Plan marked "A"	Area marked 1B on the attached Plan marked "A"
Lot 2 on SP 130392	Area marked 30A on the attached Plan marked "A"	Area marked 2C on the attached Plan marked "A"
Lot 3 on SP 130392	Area marked 3A on the attached Plan marked "A"	Area marked 3B on the attached Plan marked "A"
Lot 4 on SP 130392	Area marked 4A on the attached Plan marked "A"	Area marked 4B on the attached Plan marked "A"
Lot 5 on SP 130392	Area marked 5A on the attached Plan marked "A"	Area marked 5B on the attached Plan marked "A"
Lot 6 on SP 130392	Area marked 6A on the attached Plan marked "A"	-
Lot 7 on SP 130392	Area marked 7A on the attached Plan marked "A"	-
Lot 8 on SP 130392	Area marked 8A on the attached Plan marked "A"	-
Lot 9 on SP 130392	Area marked 9A on the attached Plan marked "A"	-
Lot 10 on SP 130392	Area marked 10A on the attached Plan marked "A"	-
Lot 11 on SP 130392	Area marked 11A on the attached Plan marked "A"	-
Lot 12 on SP 130392	Area marked 12A on the attached Plan marked "A"	-
Lot 13 on SP 130392	Area marked 13A on the attached Plan marked "A"	-
Lot 14 on SP 130392	Area marked 14A on the attached Plan marked "A"	
Lot 15 on SP 130392	Areas marked 15A & 15B on attached Plan marked "A"	-
Lot 16 on SP 130392	Area marked 16A on the attached Plan marked "A"	-
Lot 17 on SP 130392	Area marked 17A on the attached Plan marked "A"	-

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Lot 18 on SP 130392	Area marked 18A on the attached Plan marked "A"	-
Lot 19 on SP 130392	Area marked 19A on the attached Plan marked "A"	-
Lot 20 on SP 130392	Area marked 20A on the attached Plan marked "A"	<del>-</del>
Lot 21 on SP 130392	Area marked 21A on the attached Plan marked "A"	-
Lot 22 on SP 130392	Area marked 22A on the attached Plan marked "A"	-
Lot 23 on SP 130392	Area marked 23A on the attached Plan marked "A"	•
Lot 24 on SP 130392	Area marked 24A on the attached Plan marked "A"	•
Lot 25 on SP 130392	Area marked 25A on the attached Plan marked "A"	-
Lot 26 on SP 130392	Area marked 26A on the attached Plan marked "A"	-
Lot 27 on SP 130392	Area marked 27A on the attached Plan marked "A"	-
Lot 28 on SP 130392	Area marked 28A on the attached Plan marked "A"	-
Lot 29 on SP 130392	Area marked 29A on the attached Plan marked "A"	-
Lot 30 on SP 130392	Areas marked 2A & 2B on the attached Plan marked "A"	_
Lot 31 on SP 130392	Areas marked 31A & 31B on attached Plan marked "A"	-
Lot 32 on SP 130392	Area marked 32A on the attached Plan marked "A"	-
Lot 33 on SP 130392	Area marked 33A on the attached Plan marked "A"	_
Lot 34 on SP 130392	Area marked 34A on the attached Plan marked "A"	-
Lot 35 on SP 130392	Area marked 35A on the attached Plan marked "A"	-
Lot 36 on SP 130392	Area marked 36A on the attached Plan marked "A"	_
Lot 37 on SP 130392	Area marked 37A on the attached Plan marked "A"	
Lot 38 on SP 130392	Area marked 38A on the attached Plan marked "A"	_
Lot 39 on SP 130392	Areas marked 39A & 39B on attached Plan marked "A"	<u> </u>
Lot 40 on SP 130392	Areas marked 40A & 40B on attached Plan marked "A"	
Lot 41 on SP 130392	Area marked 41A on the attached Plan marked "A"	<u> </u>
Lot 42 on SP 142198	Area marked 42A on the attached Plan marked "E"	<u>-</u>
Lot 43 on SP 142198	Area marked 42A on the attached Plan marked "E"	<del>-</del>
20(43 011 01 142 190	Area marked 44A on the attached Plan marked "E"	
Lot 44 on SP 142198	Area marked 448 on the attached Plan marked "D"	-
Lot 45 on SP 142198	Area marked 45A on the attached Plan marked "E"	_
Lot 46 on SP 142198	Area marked 46A on the attached Plan marked "D"	_
Lot 47 on SP 142198	Area marked 47A on the attached Plan marked "E"	<u> </u>
Lot 48 on SP 142198	Area marked 48A on the attached Plan marked "E"	
Lot 49 on SP 142198	Area marked 49A on the attached Plan marked "E"	
Lot 50 on SP 142198	Area marked 50A on the attached Plan marked "E"	
Lot 51 on SP 142198	Area marked 51A on the attached Plan marked "E"	
Lot 52 on SP 142198	Area marked 57A on the attached Plan marked "E"	<u> </u>
Lot 53 on SP 142198	Area marked 53A on the attached Plan marked "E"	
Lot 54 on SP 142198	Area marked 55A on the attached Plan marked "E"	
Lot 55 on SP 142198	Area marked 55A on the attached Plan marked "E"	-
Lot 56 on SP 142198	Area marked 55A on the attached Plan marked "E"	<del>-</del>
Lot 57 on SP 142198	Area marked 50A on the attached Plan marked "E"	<u> </u>
Lot 58 on SP 142198	Area marked 57A on the attached Plan marked "E"	
Lot 59 on SP 142198	Area marked 59A on the attached Plan marked "E"	-
Lot 60 on SP 142198	Area marked 59A on the attached Plan marked E  Area marked 60A on the attached Plan marked "E"	<u> </u>
Lot 61 on SP 142198	Area marked 60A on the attached Plan marked E  Area marked 61A on the attached Plan marked "E"	-
		-
Lot 62 on SP 142198	Area marked 62A on the attached Plan marked "E"	-
Lot 63 on SP 142198	Area marked 63A on the attached Plan marked "E"	-
Lot 64 on SP 142198	Area marked 64A on the attached Plan marked "D"	-
Lot 65 on SP 142198	Area marked 65A on the attached Plan marked "E"	-
Lot 66 on SP 142198	Area marked 66A on the attached Plan marked "E"	-
	Area marked 67A on the attached Plan marked "E"	_
Lot 67 on SP 142198		
Lot 67 on SP 142198 Lot 68 on SP 142198 Lot 69 on SP 142198	Area marked 68A on the attached Plan marked "G"  Area marked 69A on the attached Plan marked "G"	-

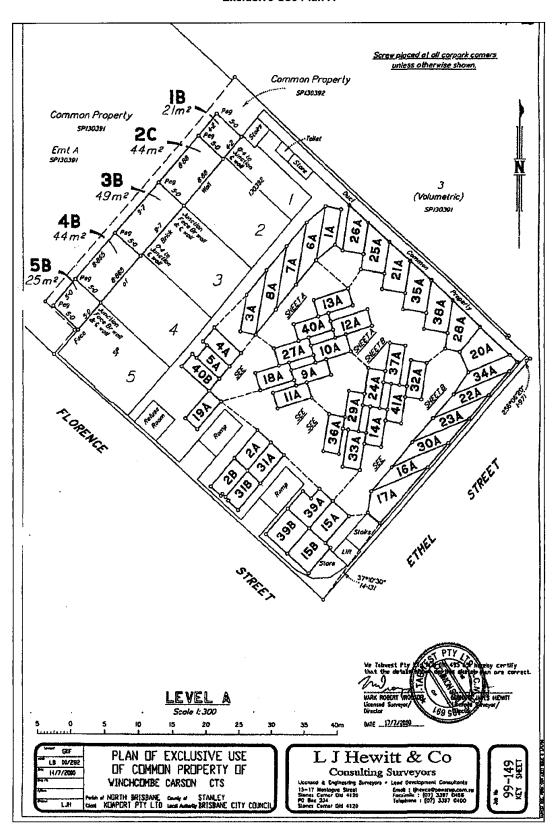
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Lot 70 on SP 142198	Area marked 70A on the attached Plan marked "E"	-
Lot 71 on SP 142198	Area marked 71A on the attached Plan marked "E"	-
Lot 72 on SP 142198	Area marked 72A on the attached Plan marked "G"	-
Lot 73 on SP 142198	Area marked 73A on the attached Plan marked "E"	<u>-</u>
Lot 74 on SP 142198	Area marked 74A on the attached Plan marked "E"	-
Lot 75 on SP 142198	Area marked 75A on the attached Plan marked "E"	-
Lot 76 on SP 142198	Area marked 76A on the attached Plan marked "G"	_
Lot 77 on SP 142198	Area marked 77A on the attached Plan marked "G"	-
Lot 78 on SP 142198	Area marked 78A on the attached Plan marked "G"	-
Lot 79 on SP 142198	Area marked 79A on the attached Plan marked "G"	-
Lot 80 on SP 142198	Area marked 80A on the attached Plan marked "G"	-
Lot 81 on SP 142198	Area marked 81A on the attached Plan marked "G"	-
Lot 82 on SP 142198	Area marked 82A on the attached Plan marked "G"	-
Lot 83 on SP 142198	Area marked 83A on the attached Plan marked "G"	-
Lot 84 on SP 142198	Area marked 84A on the attached Plan marked "E"	-
Lot 85 on SP 142198	Area marked 85A on the attached Plan marked "E"	_
Lot 86 on SP 142198	Area marked 86A on the attached Plan marked "G"	_
Lot 87 on SP 142198	Area marked 87A on the attached Plan marked "E"	_
Lot 88 on SP 142198	Area marked 88A on the attached Plan marked "E"	
Lot 89 on SP 142198	Area marked 89A on the attached Plan marked "E"	
Lot 90 on SP 142198	Area marked 90A on the attached Plan marked "E"	_
Lot 91 on SP 142198	Area marked 90A on the attached Plan marked "G"	_
		-
Lot 92 on SP 142198	Area marked 92A on the attached Plan marked "G"	-
Lot 93 on SP 142198	Area marked 93A on the attached Plan marked "E"	
Lot 94 on SP 142198	Area marked 94A on the attached Plan marked "G"	<u>-</u>
Lot 95 on SP 142198	Area marked 95A on the attached plan marked "E"	-
Lot 96 on SP 142198	Area marked 96A on the attached Plan marked "D"	-
Lot 97 on SP 142198	Areas marked 97A & 97B on attached Plan marked "G"	<del>-</del>
Lot 98 on SP 142198	Area marked 98A on the attached Plan marked "G"	
Lot 99 on SP 142198	Area marked 99A on the attached Plan marked "G"	-
Lot 100 on SP 142198	Area marked 100A on the attached Plan marked "G"	-
Lot 101 on SP 142198	Area marked 101A on the attached Plan marked "G"	-
Lot 102 on SP 142198	Area marked 102A on the attached Plan marked "G"	<u>-</u>
Lot 103 on SP 142198	Area marked 103A on the attached Plan marked "G"	-
Lot 104 on SP 142198	Area marked 104A on the attached Plan marked "G"	-
Lot 105 on SP 142198	Area marked 105A on the attached Plan marked "G"	-
Lot 106 on SP 142198	Area marked 106A on the attached Plan marked "G"	-
Lot 107 on SP 142198	Area marked 107A on the attached Plan marked "G"	-
Lot 108 on SP 142198	Area marked 108A on the attached Plan marked "G"	-
Lot 109 on SP 142198	Area marked 109A on the attached Plan marked "G"	-
Lot 110 on SP 142198	Area marked 110A on the attached Plan marked "G"	_
Lot 111 on SP 142198	Area marked 111A on the attached Plan marked "G"	-
Lot 112 on SP 142198	Area marked 112A on the attached Plan marked "G"	-
Lot 113 on SP 142198	Area marked 113A on the attached Plan marked "G"	-
Lot 114 on SP 142198	Area marked 114A on the attached Plan marked "G"	_
Lot 115 on SP 142198	Area marked 115A on the attached Plan marked "G"	
Lot 116 on SP 142198	Area marked 116A on the attached Plan marked "E"	-
Lot 117 on SP 142198	Area marked 117A on the attached Plan marked "G"	_
Lot 118 on SP 142198	Area marked 118A on the attached Plan marked "G"	-
Lot 119 on SP 142198	Area marked 119A on the attached Plan marked "G"	-
Lot 120 on SP 142198	Area marked 120A on the attached Plan marked "G"	-
Lot 121 on SP 142198	Area marked 121A on the attached Plan marked "G"	
Lot 122 on SP 142198	Area marked 122A on the attached Plan marked "G"	-

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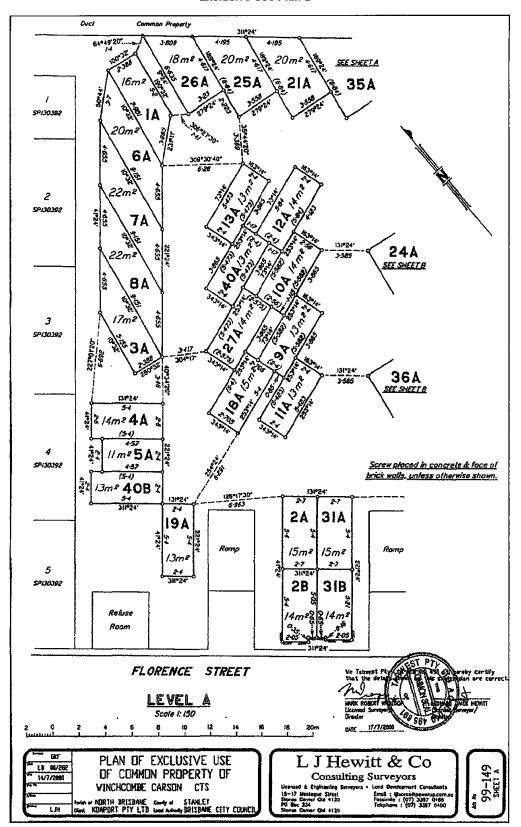
Lot 123 on SP 166746	Area marked 123A on the attached Plan marked "G"	-
Lot 124 on SP 148966	Area marked 124B on the attached Plan marked "G"	Area marked 124A on the attached Plan marked "F"
Lot 125 on SP 166746	Area marked 125B on the attached Plan marked "G"	Area marked 125A on the attached Plan marked "F"
Lot 126 on SP 148966	Area marked 126B on the attached Plan marked "G"	Area marked 126A on the attached Plan marked "F"
Lot 127 on SP 148966	Area marked 127B on the attached Plan marked "G"	Area marked 127A on the attached Plan marked "F"
Lot 128 on SP 166746	Area marked 128A on the attached Plan marked "G"	-
Lot 129 on SP 166746	Area marked 129B on the attached Plan marked "G"	Area marked 129A on the attached Plan marked "F"

**Exclusive Use Plan A** 

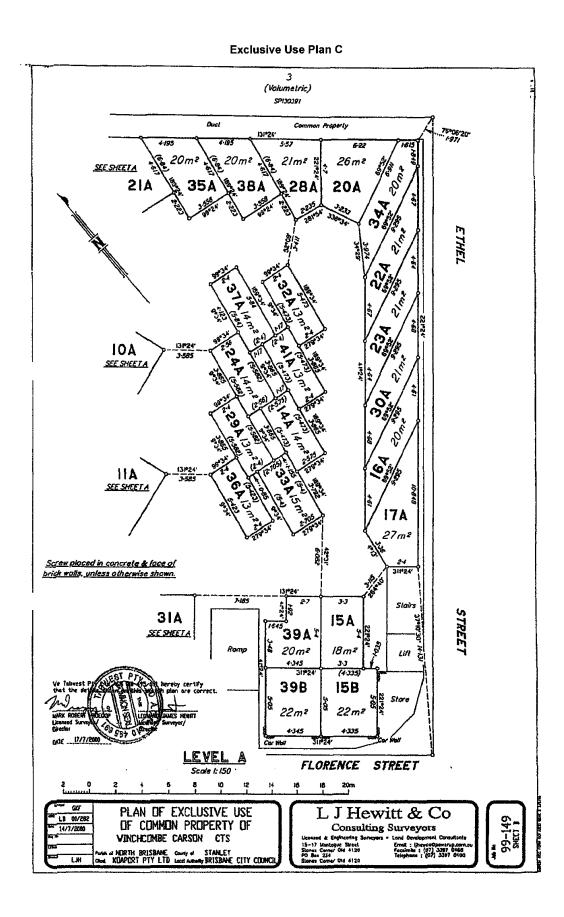


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# **Exclusive Use Plan B**

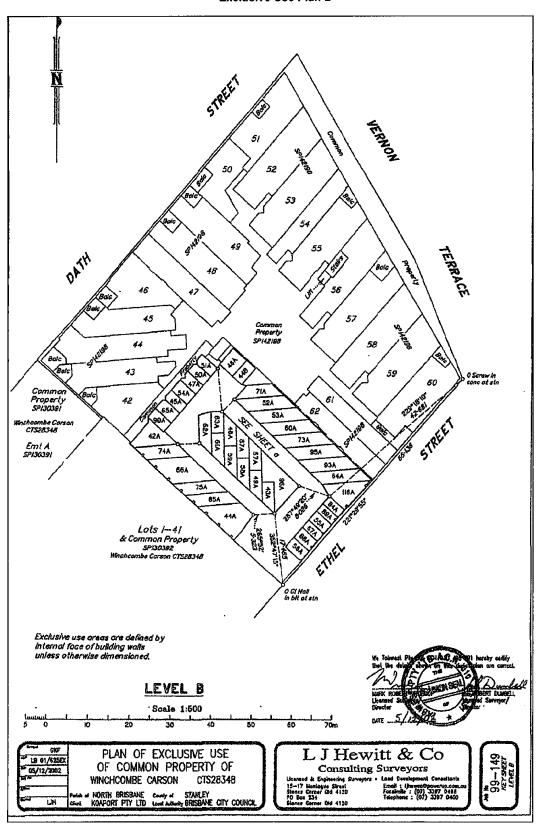


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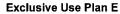


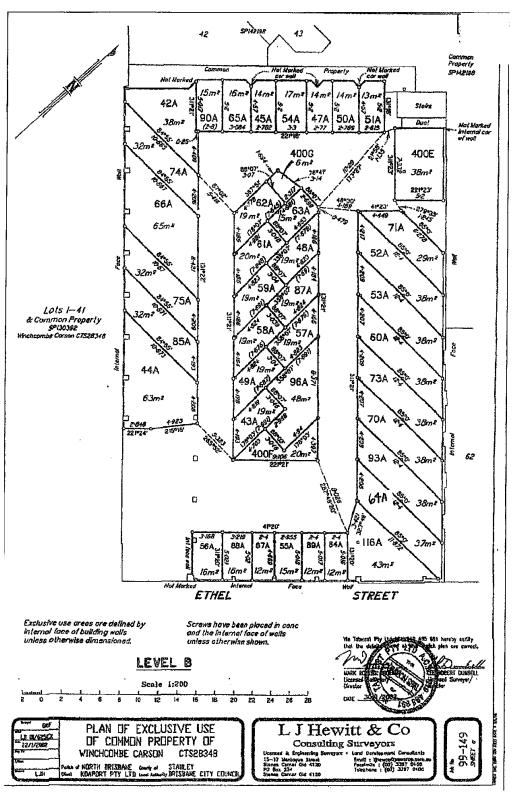
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# **Exclusive Use Plan D**



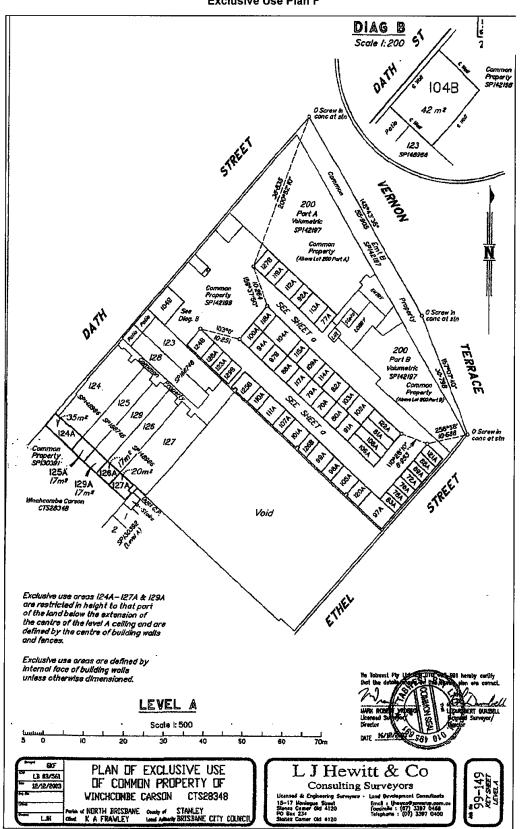
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#### **Exclusive Use Plan F**



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# **Exclusive Use Plan G**

