



# Community Management Scheme

## Stradbroke Tower and Villas CTS 16502

### Includes

- By-Laws
- Schedule of Lot Entitlements
- Description of Lots allocated exclusive use areas of common property
- Plans and Sketches

**GENERAL REQUEST**

**724788329**  
EC 470 \$116.04  
27/03/2026 10:24:06

Number  
**OFFICE USE ONLY**

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authorised by legislation and is  
brds. For more information see

Client No: 1052167  
Transaction No: \_\_\_\_\_  
Duty Paid \$ \_\_\_\_\_ Exempt   
UTI \$ \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
*Duties Act 2001*

**1. Nature of request**

REQUEST TO RECORD NEW COMMUNITY  
MANAGEMENT STATEMENT FOR  
STRADBROKE TOWER AND VILLAS  
COMMUNITY TITLES SCHEME CTS 16502

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

MAHONEYS  
GPO Box 3311  
Brisbane Qld 4001  
E-mail: info@mahoneys.com.au  
Tel: 07 3007 3777 Ref: 35473

**Lodger Code**

BE 2763

**2. Lot on Plan Description**

COMMON PROPERTY OF STRADBROKE  
TOWER & VILLAS COMMUNITY TITLES  
SCHEME CTS 16502

**Title Reference**

50101455

**3. Registered Proprietor/State Lessee**

BODY CORPORATE FOR STRADBROKE TOWER & VILLAS COMMUNITY TITLES SCHEME CTS 16502

**4. Interest**

NOT APPLICABLE

**5. Applicant**

BODY CORPORATE FOR STRADBROKE TOWER & VILLAS COMMUNITY TITLES SCHEME CTS 16502

**6. Request**

I hereby request that the New Community Management Statement deposited herewith which amends Item 4 – Description of the Scheme Land, Schedule A, and Schedule C be recorded as the New Community Management Statement for Stradbroke Tower & Villas Community Titles Scheme 16502.

**7. Execution by applicant**

Name: ROBERT B. BRAD

Authority: CHAIR  
Body Corporate for Stradbroke Tower & Villas CTS 16502



04 / 02 / 2026  
**Execution Date**

.....  
**Applicant's or Solicitor's Signature**

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

16502

THIS STATEMENT IS TO BE DEPOSITED WITH:  
THE REQUEST; AND

**This statement incorporates and must  
include the following:**

- A FORM 18C (IF NO EXEMPTION TO THE  
PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3)  
MONTHS OF THE DATE OF CONSENT BY THE BODY  
CORPORATE

*Office use only*  
CMS LABEL NUMBER

*Schedule A - Schedule of lot entitlements*  
*Schedule B - Explanation of development of scheme land*  
*Schedule C - By-laws*  
*Schedule D - Any other details*  
*Schedule E - Allocation of exclusive use areas*

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**1. Name (including number) of CTS**

STRADBROKE TOWER & VILLAS COMMUNITY  
TITLES SCHEME 16502

**2. Regulation module**

STANDARD MODULE

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**3. Name of body corporate**

BODY CORPORATE FOR STRADBROKE TOWER & VILLAS COMMUNITY TITLES SCHEME CTS 16502

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**4. Scheme Land**

**Lot on Plan Description**

See ENLARGED PANEL

**Title Reference**

See ENLARGED PANEL

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**5. Name and address of original owner**

NOT APPLICABLE

**6. Reference to plan lodged with this statement  
(if applicable)**

SP355893

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**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997* (Qld).

\*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.


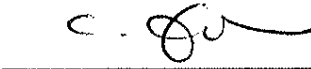
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**8. Consent of body corporate**

**See Form 20 – BCCM Execution**

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

|  |  |
|--|--|
| <b>1. Community Titles Scheme (CTS) Name</b>   | <b>CTS Number</b>  |
| Stradbroke Tower & Villas  | 16502  |
| <b>2. Module Type of BCCM Scheme</b>   | <b>Instrument being executed (using this certificate)</b>  |
| Standard Module  | New CMS  |
| <b>3. Execution by the Body Corporate for the above Scheme*</b>                                    |  |
| Signature <u></u> | Signature <u></u> |
| Signer Name <u>ROBERT B BRAD</u>   | Signer Name <u>CHRISTOPHER JOHNSON</u>   |
| Signer Authority <u>CHAIR</u>  | Signer Authority <u>SECRETARY</u>  |
| Entity (if applicable) _____   | Entity (if applicable) _____   |
| Execution Date <u>04 / 02 / 2026</u>   | Execution Date <u>04 / 02 / 2026</u>   |

\*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

**When this Form should be used:**

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

**Guidance**

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

**Signer Authority Guidance:**

**Representative of a Registered Owner** means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

**Registered Owner – Individual** means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

**Registered Owner - Corporation** means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

**Body Corporate Manager under Chapter 3, Part 5** means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

**Person specified as Signatory in the Body Corporate resolution authorising the transaction** means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

**Constructing Authority - Authorised Officer** means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

## ENLARGED PANEL

## 4. Scheme Land

| Lot on Plan Description   | Title Reference |
|---|-----------------|
| Common Property of Stradbroke Tower & Villas<br>Community Titles Scheme CTS 16502 |                 |
| Lot 1 on BUP 103570   | 50101456        |
| Lot 2 on BUP 103570   | 50101457        |
| Lot 3 on BUP 103570   | 50101458        |
| Lot 4 on BUP 103570   | 50101459        |
| Lot 5 on BUP 103570   | 50101460        |
| Lot 6 on BUP 103570   | 50101461        |
| Lot 7 on BUP 103570   | 50101462        |
| Lot 8 on BUP 103570   | 50101463        |
| Lot 9 on BUP 103570   | 50101464        |
| Lot 10 on BUP 103570  | 50101465        |
| Lot 11 on BUP 103570  | 50101466        |
| Lot 12 on BUP 103570  | 50101467        |
| Lot 15 on BUP 103570  | 50101470        |
| Lot 16 on BUP 103570  | 50101471        |
| Lot 17 on BUP 103570  | 50101472        |
| Lot 18 on BUP 103570  | 50101473        |
| Lot 19 on BUP 103570  | 50101474        |
| Lot 20 on BUP 103570  | 50101475        |
| Lot 21 on BUP 103570  | 50101476        |
| Lot 22 on BUP 103570  | 50101477        |
| Lot 23 on BUP 103570  | 50101478        |
| Lot 24 on BUP 103570  | 50101479        |
| Lot 25 on BUP 103570  | 50101480        |
| Lot 26 on BUP 103570  | 50101481        |
| Lot 27 on BUP 103570  | 50101482        |
| Lot 28 on BUP 103570  | 50101483        |
| Lot 29 on BUP 103570  | 50101484        |
| Lot 30 on BUP 103570  | 50101485        |
| Lot 31 on BUP 103570  | 50101486        |
| Lot 32 on BUP 103570  | 50101487        |
| Lot 33 on BUP 103570  | 50101488        |
| Lot 34 on BUP 103570  | 50101489        |
| Lot 35 on BUP 103570  | 50101490        |
| Lot 36 on BUP 103570  | 50101491        |
| Lot 37 on BUP 103570  | 50101492        |
| Lot 38 on BUP 103570  | 50101493        |
| Lot 39 on BUP 103570  | 50101494        |
| Lot 40 on BUP 103570  | 50101495        |
| Lot 41 on BUP 103570  | 50101496        |
| Lot 42 on BUP 103570  | 50101497        |
| Lot 43 on BUP 103570  | 50101498        |
| Lot 44 on BUP 103570  | 50101499        |

## ENLARGED PANEL

| <b>Lot on Plan Description</b> | <b>Title Reference</b> |
|--------------------------------|------------------------|
| Lot 45 on BUP 103570           | 50101500               |
| Lot 46 on BUP 103570           | 50101501               |
| Lot 47 on BUP 103570           | 50101502               |
| Lot 48 on BUP 103570           | 50101503               |
| Lot 49 on BUP 103570           | 50101504               |
| Lot 50 on BUP 103570           | 50101505               |
| Lot 51 on BUP 103570           | 50101506               |
| Lot 52 on BUP 103570           | 50101507               |
| Lot 53 on BUP 103570           | 50101508               |
| Lot 54 on BUP 103570           | 50101509               |
| Lot 55 on BUP 103570           | 50101510               |
| Lot 56 on BUP 103570           | 50101511               |
| Lot 57 on BUP 103570           | 50101512               |
| Lot 58 on BUP 103570           | 50101513               |
| Lot 59 on BUP 103570           | 50101514               |
| Lot 60 on BUP 103570           | 50101515               |
| Lot 62 on BUP 103570           | 50101517               |
| Lot 63 on BUP 103570           | 50101518               |
| Lot 64 on BUP 103570           | 50101519               |
| Lot 65 on BUP 103570           | 50101520               |
| Lot 66 on BUP 103570           | 50101521               |
| Lot 67 on BUP 103570           | 50101522               |
| Lot 68 on BUP 103570           | 50101523               |
| Lot 69 on BUP 103570           | 50101524               |
| Lot 70 on BUP 103570           | 50101525               |
| Lot 71 on BUP 103570           | 50101526               |
| Lot 72 on BUP 103570           | 50101527               |
| Lot 73 on BUP 103570           | 50101528               |
| Lot 74 on BUP 103570           | 50101529               |
| Lot 75 on BUP 103570           | 50101530               |
| Lot 76 on BUP 103570           | 50101531               |
| Lot 77 on BUP 103570           | 50101532               |
| Lot 78 on BUP 103570           | 50101533               |
| Lot 79 on BUP 103570           | 50101534               |
| Lot 80 on BUP 103570           | 50101535               |
| Lot 81 on BUP 103570           | 50101536               |
| Lot 82 on BUP 103570           | 50101537               |
| Lot 83 on BUP 103570           | 50101538               |
| Lot 84 on BUP 103570           | 50101539               |
| Lot 85 on BUP 103570           | 50101540               |
| Lot 86 on BUP 103570           | 50101541               |
| Lot 87 on BUP 103570           | 50101542               |
| Lot 88 on BUP 103570           | 50101543               |
| Lot 89 on BUP 103570           | 50101544               |
| Lot 90 on BUP 103570           | 50101545               |

## ENLARGED PANEL

| Lot on Plan Description | Title Reference |
|-------------------------|-----------------|
| Lot 91 on BUP 103570    | 50101546        |
| Lot 92 on BUP 103570    | 50101547        |
| Lot 93 on BUP 103570    | 50101548        |
| Lot 94 on BUP 103570    | 50101549        |
| Lot 95 on BUP 103570    | 50101550        |
| Lot 96 on BUP 103570    | 50101551        |
| Lot 97 on BUP 103570    | 50101552        |
| Lot 98 on BUP 103570    | 50101553        |
| Lot 100 on BUP 103570   | 50101555        |
| Lot 101 on BUP 103570   | 50101556        |
| Lot 102 on BUP 103570   | 50101557        |
| Lot 103 on BUP 103570   | 50101558        |
| Lot 104 on BUP 103570   | 50101559        |
| Lot 105 on BUP 103570   | 50101560        |
| Lot 106 on BUP 103570   | 50101561        |
| Lot 108 on BUP 103570   | 50101563        |
| Lot 110 on BRP 105911   | 50174955        |
| Lot 111 on BRP 105911   | 50174956        |
| Lot 14 on SP 191307     | 50653035        |
| Lot 109 on SP 191307    | 50653036        |
| Lot 112 on SP 349010    | 51377001        |

|                   |                                     |
|-------------------|-------------------------------------|
| <b>SCHEDULE A</b> | <b>SCHEDULE OF LOT ENTITLEMENTS</b> |
|-------------------|-------------------------------------|

| Lot on Plan          | Contribution | Interest |
|----------------------|--------------|----------|
| Lot 1 on BUP 103570  | 79           | 79       |
| Lot 2 on BUP 103570  | 63           | 63       |
| Lot 3 on BUP 103570  | 63           | 63       |
| Lot 4 on BUP 103570  | 77           | 77       |
| Lot 5 on BUP 103570  | 75           | 75       |
| Lot 6 on BUP 103570  | 61           | 61       |
| Lot 7 on BUP 103570  | 61           | 61       |
| Lot 8 on BUP 103570  | 74           | 74       |
| Lot 9 on BUP 103570  | 76           | 76       |
| Lot 10 on BUP 103570 | 62           | 62       |
| Lot 11 on BUP 103570 | 62           | 62       |
| Lot 12 on BUP 103570 | 75           | 75       |
| Lot 14 on SP 191307  | 58           | 58       |
| Lot 15 on BUP 103570 | 72           | 72       |
| Lot 16 on BUP 103570 | 63           | 63       |
| Lot 17 on BUP 103570 | 61           | 61       |
| Lot 18 on BUP 103570 | 69           | 69       |
| Lot 19 on BUP 103570 | 62           | 62       |
| Lot 20 on BUP 103570 | 75           | 75       |
| Lot 21 on BUP 103570 | 64           | 64       |
| Lot 22 on BUP 103570 | 62           | 62       |
| Lot 23 on BUP 103570 | 70           | 70       |
| Lot 24 on BUP 103570 | 62           | 62       |
| Lot 25 on BUP 103570 | 76           | 76       |
| Lot 26 on BUP 103570 | 65           | 65       |
| Lot 27 on BUP 103570 | 63           | 63       |
| Lot 28 on BUP 103570 | 71           | 71       |
| Lot 29 on BUP 103570 | 61           | 61       |
| Lot 30 on BUP 103570 | 77           | 77       |
| Lot 31 on BUP 103570 | 65           | 65       |
| Lot 32 on BUP 103570 | 64           | 64       |
| Lot 33 on BUP 103570 | 70           | 70       |
| Lot 34 on BUP 130570 | 64           | 64       |
| Lot 35 on BUP 103570 | 75           | 75       |
| Lot 36 on BUP 103570 | 66           | 66       |
| Lot 37 on BUP 103570 | 62           | 62       |
| Lot 38 on BUP 103570 | 70           | 70       |
| Lot 39 on BUP 103570 | 63           | 63       |
| Lot 40 on BUP 103570 | 76           | 76       |
| Lot 41 on BUP 103570 | 64           | 64       |
| Lot 42 on BUP 103570 | 64           | 64       |
| Lot 43 on BUP 103570 | 71           | 71       |
| Lot 44 on BUP 103570 | 64           | 64       |
| Lot 45 on BUP 103570 | 76           | 76       |
| Lot 46 on BUP 103570 | 66           | 66       |
| Lot 47 on BUP 103570 | 63           | 63       |

| <b>Lot on Plan</b>   | <b>Contribution</b> | <b>Interest</b> |
|----------------------|---------------------|-----------------|
| Lot 48 on BUP 103570 | 71                  | 71              |
| Lot 49 on BUP 103570 | 66                  | 66              |
| Lot 50 on BUP 103570 | 77                  | 77              |
| Lot 51 on BUP 103570 | 65                  | 65              |
| Lot 52 on BUP 103570 | 64                  | 64              |
| Lot 53 on BUP 103570 | 72                  | 72              |
| Lot 54 on BUP 103570 | 65                  | 65              |
| Lot 55 on BUP 103570 | 77                  | 77              |
| Lot 56 on BUP 103570 | 66                  | 66              |
| Lot 57 on BUP 103570 | 64                  | 64              |
| Lot 58 on BUP 103570 | 72                  | 72              |
| Lot 59 on BUP 103570 | 66                  | 66              |
| Lot 60 on BUP 103570 | 78                  | 78              |
| Lot 62 on BUP 103570 | 65                  | 65              |
| Lot 63 on BUP 103570 | 73                  | 73              |
| Lot 64 on BUP 103570 | 68                  | 68              |
| Lot 65 on BUP 103570 | 78                  | 78              |
| Lot 66 on BUP 103570 | 67                  | 67              |
| Lot 67 on BUP 103570 | 65                  | 65              |
| Lot 68 on BUP 103570 | 73                  | 73              |
| Lot 69 on BUP 103570 | 68                  | 68              |
| Lot 70 on BUP 103570 | 80                  | 80              |
| Lot 71 on BUP 103570 | 69                  | 69              |
| Lot 72 on BUP 103570 | 67                  | 67              |
| Lot 73 on BUP 103570 | 75                  | 75              |
| Lot 74 on BUP 103570 | 70                  | 70              |
| Lot 75 on BUP 103570 | 80                  | 80              |
| Lot 76 on BUP 103570 | 69                  | 69              |
| Lot 77 on BUP 103570 | 68                  | 68              |
| Lot 78 on BUP 103570 | 75                  | 75              |
| Lot 79 on BUP 103570 | 70                  | 70              |
| Lot 80 on BUP 103570 | 80                  | 80              |
| Lot 81 on BUP 103570 | 69                  | 69              |
| Lot 82 on BUP 103570 | 67                  | 67              |
| Lot 83 on BUP 103570 | 75                  | 75              |
| Lot 84 on BUP 103570 | 71                  | 71              |
| Lot 85 on BUP 103570 | 81                  | 81              |
| Lot 86 on BUP 103570 | 70                  | 70              |
| Lot 87 on BUP 103570 | 70                  | 70              |
| Lot 88 on BUP 103570 | 76                  | 76              |
| Lot 89 on BUP 103570 | 72                  | 72              |
| Lot 90 on BUP 103570 | 81                  | 81              |
| Lot 91 on BUP 103570 | 70                  | 70              |
| Lot 92 on BUP 103570 | 69                  | 69              |
| Lot 93 on BUP 103570 | 77                  | 77              |
| Lot 94 on BUP 103570 | 73                  | 73              |
| Lot 95 on BUP 103570 | 82                  | 82              |
| Lot 96 on BUP 103570 | 71                  | 71              |

| Lot on Plan           | Contribution | Interest |
|-----------------------|--------------|----------|
| Lot 97 on BUP 103570  | 71           | 71       |
| Lot 98 on BUP 103570  | 77           | 77       |
| Lot 100 on BUP 103570 | 83           | 83       |
| Lot 101 on BUP 103570 | 72           | 72       |
| Lot 102 on BUP 103570 | 70           | 70       |
| Lot 103 on BUP 103570 | 78           | 78       |
| Lot 104 on BUP 103570 | 77           | 77       |
| Lot 105 on BUP 103570 | 135          | 135      |
| Lot 106 on BUP 103570 | 135          | 135      |
| Lot 108 on BUP 103570 | 252          | 252      |
| Lot 109 on SP 191307  | 241          | 241      |
| Lot 110 on BRP 105911 | 66           | 66       |
| Lot 111 on BRP 105911 | 74           | 74       |
| Lot 112 on SP 349010  | 25           | 25       |
| <b>TOTALS</b>         | 7995         | 7995     |

|                   |  |
|-------------------|--|
| <b>SCHEDULE B</b> | <b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b> |
|-------------------|--|

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

|                   |                |
|-------------------|----------------|
| <b>SCHEDULE C</b> | <b>BY-LAWS</b> |
|-------------------|----------------|

### 1. ACCESS TO LOTS

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

### 2. ACCIDENTS

- 2.1 In the event of any person having an accident on common property, immediate notice is to be given to the resident manager or a member of the committee of the body corporate.

### 3. AERIALS

- 3.1 An owner or occupier of a lot shall not erect outside wireless and television aerials or satellite receivers without the prior written consent of the body corporate.

### 4. AIR CONDITIONING

- 4.1 An owner or occupier of a lot shall not interfere with the air conditioning equipment installed on the common property to service the lots.

- 4.2 An owner or occupier of a lot shall not install any air conditioning equipment on the outside of the lot without the prior written consent of the committee.
- 4.3 An owner or occupier of a lot is responsible for the repair and maintenance of air conditioning units installed in the lots unless such repairs are occasioned by a defect in the external equipment owned by the body corporate.

## **5. APPEARANCE OF BUILDING**

- 5.1 An owner or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or affix any item to the outside walls of the property in such a way as to be visible from the outside of the building.
- 5.2 Apart from outside furniture, barbeque, potted plants and greenery, no other articles shall be stored on the balconies.
- 5.3 An owner may install shutters on balconies with the consent in writing of the body corporate. The body corporate approval of shutters will include the following requirements:
- (a) The shutters must be manufactured and affixed in accordance with a standard design which the body corporate will have engineered and certified by an independent consultant.
  - (b) The shutters must be moveable and never modified so as to be permanently fixed in a closed position.
  - (c) The shutters are to be finished in a powder coating which is to be Dulux Berry Grey Gloss in colour to best blend in with the existing building appearance.
  - (d) The lot owner shall be responsible for maintenance and cleaning of the shutters including their repair and will indemnify the body corporate against any damage occasioned to the building, surrounding properties and lot owners associated with the shutters.
  - (e) The lot owner will arrange cleaning of the shutters within two weeks of the receipt of notice in writing from the body corporate to have them cleaned.
  - (f) Should the lot owner in the future remove the shutters, the lot owner will be responsible at their cost to remove any fixings and make good any surface finishes on the outside of the building in a way that ensures the structural integrity and appearance of the building.
- 5.4 The body corporate may impose additional conditions at its discretion but will not have discretion to reduce the requirements listed in this by-law.
- 5.5 Where shutters are erected in breach of the approval conditions or deteriorate to a point where they become a potential hazard to other lot owners, the lot owner at their cost will remedy the defect or arrange removal of the shutters within one month of receipt of notice from the body corporate.
- 5.6 The approval to erect shutters and the obligation to comply with the approval conditions will transfer to all future owners of a lot.

## **6. BALCONY WATER CONTROL**

- 6.1 The owner or occupier of a lot is not to allow the discharge of any water from a balcony, apart from natural causes, either by hosing, washing down or plant watering. All potted plants on any balcony are to have an adequately sized saucer or the like under to contain excess water. Efforts are to be made to cover the soil mix in pots to avoid soil being distributed by the wind.

## **7. BASEMENT CAR PARK**

- 7.1 No storage cupboards are to be erected on lots in Level A without the prior written consent of the body corporate.
- 7.2 Lots on Level A are not to be enclosed without the prior written consent of the body corporate.

7.3 All bicycles racked on common property on Level A are to be parked in their allocated numbered spaces and bear some form of identification. Bicycles shall not be placed on balconies or carried in lifts. Spaces will be allotted from time to time by the committee.

## **8. CLEANLINESS OF A LOT**

8.1 An owner or occupier of a lot must keep the parts of the lot including Level A readily observable from another lot or common property in a clean and tidy condition free from boxes, loose items and non-approved containers. In addition, lots on Level A (the basement car park) must be kept free from oil leaking from a motor vehicle garaged thereon.

## **9. COMPLIANCE**

9.1 The duties and obligations imposed by these by-laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by their guests, servants, employees, agents, children, invitees and licensees.

9.2 By-law contraventions will result in the appropriate notice in terms of section 144 of the Body Corporate and Community Management Act 1997 being served on the owner or occupier of the lot involved. Failure to comply with the notice allows the body corporate, without further notice, to start proceedings in the terms of the Body Corporate and Community Management Act 1997.

## **10. CONSUMPTION OF ALCOHOL**

10.1 Alcohol must not be consumed or carried in an open container in the foyer (unless with the prior consent of the body corporate), lifts, passageways, car park, swimming pool and gymnasium areas.

## **11. COPIES**

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

## **12. CORRESPONDENCE AND REQUESTS TO THE BODY CORPORATE**

12.1 All complaints, applications or requests to the body corporate or its committee shall be addressed in writing to the chairperson or secretary or the body corporate manager of the body corporate.

## **13. COSTS**

13.1 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 or occupier (which expression shall for the purposes of this by-law include any former owner or occupier of the relevant lot) due to a default by that owner or occupier in the payment of moneys to the body corporate or breach of the by-laws or for any other reason, such owner or occupier shall forthwith pay on demand to the body corporate such costs and expenses against the levy account of such owner in which case the same shall be paid to the body corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of the lot shall be liable to the body corporate for the payment of same.

## **14. CURTAINS AND INTERNAL SCREENS**

14.1 An owner or occupier of a lot shall not hang, install, remove or replace a curtain, curtain backing, blind, wooden shutter screens or tint windows or wooden shutters unless the colour and design have the prior written consent of the body corporate. In giving such approvals, the body corporate shall ensure as far as practicable that curtain backings and window treatment, etc. used in all units and villas have colours that are sympathetic to the tones of the buildings and present an aesthetic appearance when viewed from common property, any other lot or from the outside of the building.

## **15. DAMAGE TO COMMON PROPERTY**

15.1 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 that owner from installing:

- (a) any locks or other safety device for protection of the owner's lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon the owner's lot; provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building.

## **16. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY**

16.1 An owner or occupier of a lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) except with the consent in writing of the body corporate, use for the person's own purposes as a garden any portion of the common property.

## **17. DAMAGE TO SERVICE**

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

## **18. DEPOSITING OF RUBBISH AND THROWING OF OBJECTS ON COMMON PROPERTY**

18.1 An owner or occupier of a lot shall not:

- (a) throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by a breach of this by-law shall be borne by the owner concerned; or
- (b) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

## **19. NUISANCE**

19.1 The occupier of a lot (including the owner or tenant, where applicable) shall not use, or permit the use of the lot or the common property in a way that:

- (a) Causes a nuisance or hazard; or
- (b) Interferes unreasonably with the use or enjoyment of another lot included in the scheme; or
- (c) Interferes unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.

## **20. DRESS**

20.1 Foot coverings are to be worn at all times when on enclosed common property including lifts, gymnasium and the carpeted areas on Level E (Floor 1). The exception is around the tiled pool/sauna area.

20.2 Subject to by-law 20.1, when travelling to and from Level E (Floor 1) by lift, all persons shall be clothed in other than bathing attire or wear gowns.

## **21. EXCLUSIVE USE —LOT 1, LOT 2, LOT 3, LOT 4, LOT 14, LOT 15, LOT 20, LOT 25 AND LOT 28**

21.1 The owner or occupier for the time being of Lot 1, Lot 2, Lot 3, Lot 4, Lot 14, Lot 15, Lot 20, Lot 25 and Lot 28 shall be entitled to the exclusive use and enjoyment of that part or parts of the common property immediately adjacent to their respective lots on Levels A and B identified as the exclusive use area for the lot on the attached plan as shown in Schedule E and the owner shall be responsible for, at the owner's expense, the performance of the duties of the body

corporate under the Body Corporate and Community Management Act 1997 in respect of such part of the common property. The owner or occupiers of Lot 1, Lot 2, Lot 3 and Lot 4 are more particularly responsible, at the owner's expense, for the following matters in respect of such part of the common property:

- (a) where reasonably practicable, establish and maintain suitable lawns and gardens;
- (b) properly maintain and keep in a state of good and serviceable repair including, where reasonably necessary, renewing or replacing the whole or part thereof:
  - (i) the common property;
  - (ii) any fixture or fitting (including any pipe, pole, wire, cable or duct) comprised on the common property or within any wall, floor or ceiling, the centre of which forms a boundary of the lot;
  - (iii) any fixture or fitting (including any pipe, pole, wire, cable or duct) which is comprised within the lot and which is intended to be used for the servicing or enjoyment of any other lot or of the common property;
  - (iv) each door, window or other permanent cover over openings in walls where a side of the door, window or cover is part of the common property.

## **22. EXTERNAL BLINDS AND AWNINGS**

22.1 No external blinds, screens, shutters or awnings shall be erected without the prior written consent of the body corporate.

## **23. GARBAGE DISPOSAL**

23.1 The owner or occupier of a lot in the tower shall:

- (a) dispose of household garbage, securely wrapped, by depositing it in the chute in the refuse room on each level;
- (b) dispose of recyclable items such as glass bottles and jars, aluminum and tin containers, newspapers, magazines and plastic containers (where appropriately cleaned beforehand) by placing the items in the special container in the refuse room on each level;
- (c) not deposit articles such as cardboard boxes and wire coat hangers in the chute but should place them with the recycling articles.

23.2 The owner or occupier of a villa or of Lot 14 shall:

- (a) dispose of household garbage, securely wrapped, in the garbage containers located on Level A (basement car park);
- (b) dispose of recyclable articles as set out in by-law 23.1(b) and (c) above in the recycling bin located on Level A.

## **24. HOUSEHOLD FURNITURE REMOVALS AND DELIVERIES**

24.1 Except as specified below, an owner or occupier shall not move any furniture, white goods, piano or safe into or out of any lot unless they comply with the following requirements:

- (a) The building manager must be given at least 24 hours' prior notice of commencement of the move and the name and mobile contact number for the moving contractor.
- (b) A bond of \$500.00 or such other amount as may be determined by the committee from time to time is to be paid to the body corporate by the occupier through the manager as security against any damage repair, cleaning or other costs that are incurred by the body corporate as a result of the move. The deposit will be refunded less any costs on completion of the work. Should the cost of cleaning or repair exceed this amount, the occupier shall make payment of the excess to the body corporate through the manager.
- (c) Moving must be carried out between the hours of 9:00 am and 5:00 pm Monday to Friday only and not on public holidays.
- (d) Movers must not use the main foyer front entrance to the building.

- (e) One lift will be assigned to exclusive use of the movers during the move and only this lift shall be used. The lift shall be reassigned for general building use as soon as practical.
- (f) If judged necessary by the building manager, the movers are to erect protective padding in the lift and to place protective mats on floors using materials supplied by the building manager. The movers will also be responsible for the return of these materials to the storeroom designated by the manager following completion of the move and for cleaning and restoration of the lift to its "before move condition".

24.2 Exceptions to these requirements are single or small sets of items which can be easily carried by one or two people without the use of trolleys or mechanical aids.

## **25. INFECTIOUS DISEASES**

25.1 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 of any other information which may be required to the committee and shall pay to the body corporate the expenses incurred by the body corporate of disinfecting the lot and any other part of the building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

## **26. INSURANCE**

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

## **27. INTERIOR**

27.1 Each owner or occupier of a lot shall be responsible for the interior maintenance and decoration of the lot as well as replacement, if appropriate, of any whitegoods not regarded as fixtures for insurance purposes by the body corporate insurer.

## **28. KEEPING OF ANIMALS**

28.1 Subject to section 181 of the Act (relating to guide, hearing and assistance dogs), an Occupier must not:

- (a) bring or keep an animal (other than fish kept in a secure aquarium or a small caged bird) on the Scheme Land; or
- (b) permit an invitee to bring or keep an animal on the Scheme Land.
- (c) permit visitors to bring an animal on the Scheme Land unless they comply with paragraph (3) of this by-law.

28.2 The restrictions in paragraph (1) of this by-law do not apply if the Occupier concerned seeks and obtains the written consent of the Body Corporate prior to bringing or keeping the animal on the Scheme Land.

28.3 A consent under paragraph (2) of this by-law may be given subject to conditions, including without limitation, that the animal must –

- (i) be restrained by carrying while on common property; or
- (ii) be restrained by leash and muzzled; and
- (iii) not cause a nuisance or hazard to other persons.

28.4 If a condition imposed under sub-paragraph (3) of this by-law is not complied with on at least two (2) occasions and the Body Corporate has issued a by-law continuing contravention notice to the Occupier on at least one (1) occasion, and the issue of non-compliance has again re-occurred, the Body Corporate may by notice in writing require the Occupier to remove the animal from the lot and the common property and the Occupier must comply with that notice

within fourteen (14) days of the notice being given or served on the Occupier, and this sub-paragraph (4) shall be deemed included into the conditions of approval for the keeping of an animal at the scheme.

## **29. NOISE AND SOUNDS**

- 29.1 An owner or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 29.2 All musical instruments, radio, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause annoyance to the other owners or occupiers of lots.
- 29.3 The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible at all to any other owner or occupier of a lot.
- 29.4 An owner or occupier of a lot shall not permit any musical instruments to be practised or played upon or any avoidable noise to be made in a lot between the hours of 10:00 pm and 8:00 am.
- 29.5 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am and 10:00 pm. Practising during the same hours is permissible but not for longer than one hour at a time or for the total of more than three hours in any one day.

## **30. OBSTRUCTION**

- 30.1 An owner or occupier of a lot shall not obstruct lawful use of common property by any person.

## **31. POWER OF THE BODY CORPORATE COMMITTEE**

- 31.1 The body corporate committee may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the owners or occupiers of lots unless they are disallowed or revoked by a majority resolution at a general meeting of the body corporate.

## **32. RESIDENTIAL USE**

- 32.1 Each lot in the building shall only be used for residential purposes except that any part of a lot on Level A (basement car park) shall be used for car parking only thereon.
- 32.2 Lots shall not be utilised for any other purpose that may cause a nuisance or hazard or for any illegal purpose that may endanger the safety and good reputation of persons residing within the parcel.

## **33. SECURITY**

- 33.1 An owner or occupier of a lot shall securely fasten all doors and windows to that lot and engage the monitored alarm system on all occasions when the lot is left unoccupied and the body corporate, its servants, agents or the manager shall have the right to enter without committing trespass and fasten any door or windows.

## **34. SMOKING**

- 34.1 Smoking is not permitted in any part of the enclosed common property including the lifts, Level E (Floor 1) and Level A.

## **35. STRUCTURAL ALTERATIONS AND SIGNIFICANT RENOVATIONS AND REPAIRS**

- 35.1 An owner or occupier of a lot shall not make any structural alteration to any lot (including any alterations to gas, water or electrical installations) without the prior written consent of the body corporate.
- 35.2 An owner or occupier shall not carry out significant alterations, renovations or repairs, defined as works of value in excess of \$1,000.00, unless they comply with the following requirements:
- (a) The building manager must be given at least 24 hours' prior notice of the commencement of the work and the arrival of contractors and be supplied with full details of all contractors including mobile phone contact and insurance cover details.

- (b) A bond of \$500.00, or such other amount as may be determined by the committee from time to time, is to be paid to the body corporate by the lot owner through the manager as security against any damage repair, cleaning or other costs that are incurred by the body corporate as a result of the work. The deposit will be refunded less any costs on completion of the work. Should the cost of cleaning or repair exceed this amount, the owner shall make payment of the excess to the body corporate through the manager.
- (c) Movement of materials and tools must be carried out between the hours of 9:00 am and 5:00 pm Monday to Friday only and not on public holidays.
- (d) Works may only be carried out between 8:30 am and 5:00 pm, Monday to Friday.
- (e) Trades staff and contractors must not use the main foyer front entrance to the building.
- (f) When significant quantities of materials or equipment are to be moved (defined as more than one lift contents), one lift will be assigned to exclusive use of the contractor during the movement and only this lift shall be used. The lift shall be reassigned to general use immediately following completion of the movement.
- (g) If judged necessary by the building manager, protective padding supplied by the manager is to be erected in the lift and placed on floors by the contractors who will also be responsible for its return to the storeroom designated by the manager following completion of the movement.
- (h) Any necessary cleaning of the common property arising as a result of the work will be carried out daily and if not carried out shall be carried out by the body corporate at the lot owner's expense.
- (i) All equipment and material is to be stored out of sight within the confines of the lot at the end of each working day.
- (j) Surplus and scrap materials are to be removed from the property by owners or occupiers and their contractors. Under no circumstances are these materials to be disposed of through the garbage chute or left outside the garbage compactor adjacent to the visitor's car park.

35.3 This by-law should be read in conjunction with, and its requirements are in addition to, the requirements of other by-laws that relate to work carried out in an individual lot.

### **36. SWIMMING POOL, GYMNASIUM AND MEETING ROOM**

- 36.1 The swimming pool and gymnasium situated on Tower Floor 1 shall not be used between the hours of 10:00 pm and 5:00 am or at other times as approved by the body corporate.
- 36.2 Children under 15 years of age shall not be permitted to use the swimming pool or gymnasium unless supervised by an adult.
- 36.3 No diving, jumping or running is permitted in and around the swimming pool.
- 36.4 No alcohol, glass, eating, smoking, drinking is permitted in and around the swimming pool area or gymnasium.
- 36.5 No throwing of objects or intentional splashing is permitted and no objects other than flotation devices for the assistance of children or the aged are permitted in the swimming pool.
- 36.6 No equipment may be removed from the gymnasium or modified in any way.
- 36.7 The meeting room may only be used with the prior approval of the body corporate or the resident manager.
- 36.8 No activities which may cause annoyance, nuisance or damage to other users of the swimming pool, gymnasium or meeting room or to owners or occupiers of lots are permitted.

### **37. TRADESPEOPLE**

- 37.1 An owner or occupier of a lot shall not directly instruct any contractors or work person employed by the body corporate unless so authorised.

### **38. VEHICLES AND VISITOR PARKING**

- 38.1 The owner or occupier of a lot:

- (a) must only park a vehicle on the numbered (coinciding with the apartment) space on Level A, being the basement car park, as this is the only space owned by the owner or occupier concerned. If authorised by an owner, in writing, the onsite manager may use a parking space for the benefit of another owner or occupier for a short period;
- (b) must not permit or allow an invitee to park a vehicle on common property in the basement car park (Level A);
- (c) is not permitted to park in the visitor car park at any time other than for car washing purposes;
- (d) can provide access to the visitor's car park for the vehicles of invitees and/or service vehicles for parking purposes for an overall period of up to six (6) hours between the daylight hours of 6:00 am to 6:00 pm. Restricted areas are to be observed:
- (e) an invitee may stay overnight from 6:00 pm to 6:00 am and, subject otherwise to the same conditions as in by-law 38.1(d), outside of these hours; and
- (f) overnight visitors may not stay for consecutive nights or for any other extended period of time without written approval from a member of the body corporate committee.

38.2 The vehicles of owners, occupiers or their guests parked contrary to the terms of this by-law may be towed away on the authority of the body corporate or its appointed representative, at the expense of the driver/owner of the offending vehicle.

### **39. VERMIN**

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

### **40. WATER**

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

### **41. WATER APPARATUS**

41.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweeping or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether caused by the actions of the owner or members of the household, occupiers, servants, tenants, agents or guests.

### **42. WINDOWS AND PLATE GLASS**

42.1 An owner or occupier of a lot shall, at the person's expense, keep the windows and any plate glass within the lot and accessible from within the lot clean and promptly replaced with new glass of the same kind and weight if broken or cracked.

### **43. EXCLUSIVE USE – LOT 109**

43.1 The owner or occupier for the time being of Lot 109 shall be entitled to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot on Level Y identified as the exclusive use area for the lot on the attached plan as shown in Schedule E and the owner shall be responsible for, at the owner's expense, the performance of the duties of the body corporate under the Body Corporate and Community Management Act 1997 in respect of such part of the common property.

43.2 The owner of Lot 109 may at any time by notice in writing given to the body corporate elect to terminate the rights and privileges conferred by this by-law on that owner in which case the right shall end at 6:00 pm on the date being 7 days after such notice is received by the body corporate. The election of the owner of Lot 109 to terminate the rights and privileges conferred by this by-law shall terminate all future obligations in respect of the duties of the body corporate aforesaid but shall not release the owner from any obligations accruing before the termination date.

43.3 To the extent not limited or prohibited by the Act, this by-law shall, while it remains in force, ensure as appurtenant to and for the benefit of Lot 109 and the owner and occupier of that lot for the time being and all persons authorised by them or any of them from time to time.

**44. INSTALLATION OF HARD FLOORING**

**44.1 Installation:**

An owner or occupier shall not install or cause to be installed or placed in or upon any part of the lot hard flooring such as timber, tiles, marble or any similar material (the "Works") unless the owner or occupier has first obtained the written approval of the committee of the body corporate. If the committee gives its consent, the committee may give its consent subject to and upon any conditions that the committee considers are appropriate.

**44.2 Mandatory Conditions (all lots situated above other apartments):**

If the committee gives its consent in respect of any proposed installation of Works to a lot, which lot has situated below it another lot or part of another lot used for residential purposes, the owner or occupier of the lot must comply with the following conditions in addition to complying with by-law 44.1, and any consent given under by-law 44.1 is subject to the following conditions:

a) The Floor Impact Insulation Test result of the Works when completed shall be at or less than the following performance specification:

| Area                | L'nT,w |
|---------------------|--------|
| Kitchen & Bathrooms | 50     |
| All other areas     | 45     |

(b) The owner or occupier of the lot shall, at his or her cost, have the L'nT,w determined by a field test conducted by an appropriately accredited provider, previously approved in writing by the committee, and at his or her cost obtain a written report as to the results of such test ("L'nT,w Test Report"). The owner or occupier will provide a copy of the complete L'nT,w Test Report to the Secretary of the body corporate within one month of the completion of the Works ("Report Date").

(c) If either of the following events occur:

- (i) the L'nT,w Test Report is not provided in accordance with by-law 44.2(b); or
- (ii) having been provided, the L'nT,w Test Report reveals that the owner or occupier has not complied with by-law 44.2(a);

the owner or occupier must, within a reasonable period and at his or her cost, either cause the removal of the Works and reinstate a carpet and underlay system to ensure compliance with the standard specified in by-law 44.2(a) or take all necessary remedial action to ensure that the lot and the Works comply with this by-law ("Remedial Work"). In any event, the Remedial Work shall be completed within three months of the Report Date.

Upon completion of the Remedial Work, the owner or occupier shall arrange, at his or her cost, a further field test to determine the L'nT,w conducted by an appropriately accredited provider previously approved in writing by the committee and obtain, at his or her cost, a further written report demonstrating compliance with by-law 44.2(a) ("Further Report"). The owner or occupier shall provide a copy of the complete Further Report to the Secretary of the body corporate within one month of completion of the Remedial Work ("Further Report Date"). Should the Works still fail to comply with the standard specified in by-law 44.2(a),

the owner or occupier shall cause the removal of the Works and shall, within 3 months of the Further Report Date, reinstate a quality carpet and underlay system to ensure compliance with the standard specified in by-law 44.2(a).

(d) The owner or occupier will be liable for any increase in premium of the body corporate insurance arising as a result of the installation of the Works or Remedial Work. In addition, the owner or occupier to which this by-law 44.2 applies must comply with any other conditions as the committee shall determine.

**44.3 Conditions (all other lots):**

If the committee gives its consent in respect to any proposed installation of Works to a lot which lot does not have situated below it another lot or part of another lot used for residential purposes, the committee may impose any or all the conditions set out in by-law 44.2 and/or such other conditions as the committee shall determine.

#### 44.4 Compliance with Conditions:

An occupier must comply with all conditions imposed by the committee for giving its consent pursuant to this by-law, including but not limited to any conditions that are imposed by the committee to prevent any noise arising from the installation or use of the Works and in particular noise transmitted from the lot to another lot. Liability to comply with the conditions imposed by the committee does not cease on transfer of ownership of the lot and the obligation to comply with such conditions shall pass to subsequent owners and occupiers.

#### 44.5 Compliance with By-law 29:

The granting of consent by the committee pursuant to this by-law 44 does not in any way relieve an occupier of his or her responsibility under by-law 29.

#### 44.6 Reinstatement:

In the event that an owner or occupier fails to comply with the terms of this by-law, then an owner or occupier will, at his or her expense, remove the Works from the lot and reinstate a quality carpet and underlay floor covering system to ensure compliance with the standard specified in by-law 44.2(a) upon receiving a written notice from the committee to mitigate any loss. Liability for reinstatement shall not cease on transfer of ownership of the lot and this obligation to reinstate shall pass to subsequent owners and occupiers.

### 45. BULK SUPPLY OF UTILITIES

45.1 The body corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system in the building. If so:

- (a) the body corporate may enter into a contract for the supply of reticulated electricity, or other commercially available energy ("utility"), on the most economical basis for the whole of the building from the relevant authority;
- (b) the body corporate may sell utility to each owner or occupier;
- (c) the body corporate must arrange for the installation of separate utility meters for each lot;
- (d) the body corporate will not be required to supply to any owner or occupier any utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- (e) the price to be charged by the body corporate to each owner or occupier for such supply must be at the cost to the body corporate for the electricity supply plus billing and building infrastructure costs and governed by the same conditions as would be imposed from time to time by the relevant authority if that authority were supplying utility direct to each owner or occupier;
- (f) the body corporate must render accounts to each owner or occupier, which must be paid to the body corporate within 14 days of delivery of the account;
- (g) an owner or occupier will be liable for payment of a utility account jointly and severally with any person who was liable to pay that account when that owner or occupier became the owner or occupier of the relevant lot;
- (h) (h) if a proper utility account is not paid by its due date for payment, the body corporate will be entitled to:
  - i. disconnect the supply of utility to the relevant lot;
  - ii. the body corporate will not, under any circumstances, be responsible or liable for any failure of the supply of utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any kind; and
  - iii. the body corporate must, from time to time, determine the amount of a security deposit to be paid by each owner or occupier whose lot is connected for the supply of the reticulated utility as a guarantee against non-payment of accounts or money.
- (i) recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due; and/or

## 46. CHARGING OF ELECTRIC VEHICLES

- 46.1 Unless the prior written consent of the Body Corporate is obtained, Owners and occupiers are not permitted to:
- a. Use power points in common areas or the basement carpark for the charging of electric vehicles (EV), or
  - b. Install electric vehicle (EV) charging points in their resident's carpark area.
  - c. For the purpose of Sections 46.1 and 46.2 an electric vehicle does not include electric bikes and scooters.
- 46.2 Where there is an existing power point located in an Owners carpark and it is found that it is being used for the charging of an electric vehicle without the written consent of the Body Corporate, the Body Corporate may disconnect the power to this point without notice.
- 46.3 Owners who wish to have an EV charger in their carpark must apply in writing to the Body Corporate for approval. Conditions associated with the granting of approval will include agreement by the Owner that they acknowledge that:
- a. They will pay the cost of an approved EV charger to a specification that is compatible and interfaces with the buildings electrical load management system as well as the necessary wiring to an electrical Distribution Board, an isolator and an NMI Pattern Approved electricity meter to record all power usage.
  - b. EV charger installations will be arranged by the Body Corporate using a registered electrical contractor. The installation will comply with Australian Standards and the requirements of the Supply Authority.
  - c. Their EV charger will be managed through the building's electrical load management system. Consequently, electricity supply will not be continuously available and charging will be managed on a building and vehicle needs basis.
  - d. They must pay for the metered consumption of power in accordance with the building's electricity supply arrangements and any additional costs for meter reading and billing services.
  - e. For installations approved prior to the installation of the new EV charging electrical infrastructure, the Owner will be required to pay any costs necessary to re-connect their charging equipment to the upgraded system. This may include upgrading the charger to meet the requirements of the new load management system.
  - f. If no fixed point is available in their carpark for the mounting of the EV charger, the Owner must pay for the installation of a galvanised metal post fixed at the floor and ceiling. The post is to be located at the boundary of their carpark space and within it and the EV charge point and wiring will be affixed to this post.
  - g. The Body Corporate may impose such other condition as is deemed appropriate by the Body Corporate to ensure the efficient functioning of the EV charging infrastructure.
- 46.4 Upon a change of lot ownership:
- a. The charger will be taken to be a part of the lot infrastructure and is not to be removed by the departing Owner.
  - b. If the new Owner makes use of the charger, they will be taken to have agreed to the same conditions regarding usage as applied to the previous Owner.
- 46.5 Owners wishing to install an EV charger must provide, with their application to the Body Corporate, a plan showing the lot number of the car park space, the proposed location for the EV charger including the proposed location of any post required to be installed under section 46.3 f above.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable

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

Exclusive use is granted as follows:

By-Law No. 21:

| <b>Lot Number</b>    | <b>Exclusive Use Area</b>            |
|----------------------|--------------------------------------|
| Lot 1 on BUP 103570  | Area 1 on sketch marked "B"          |
| Lot 2 on BUP 103570  | Areas 2A and 2B on sketch marked "B" |
| Lot 3 on BUP 103570  | Areas 3A and 3B on sketch marked "B" |
| Lot 4 on BUP 103570  | Area 4 on sketch marked "B"          |
| Lot 14 on SP 191307  | Area 5 on sketch marked "B"          |
| Lot 15 on BUP 103570 | Area 6 on sketch marked "A"          |
| Lot 20 on BUP 103570 | Area 7 on sketch marked "A"          |
| Lot 25 on BUP 103570 | Area 8 on sketch marked "A"          |
| Lot 28 on BUP 103570 | Area 9 on sketch marked "A"          |

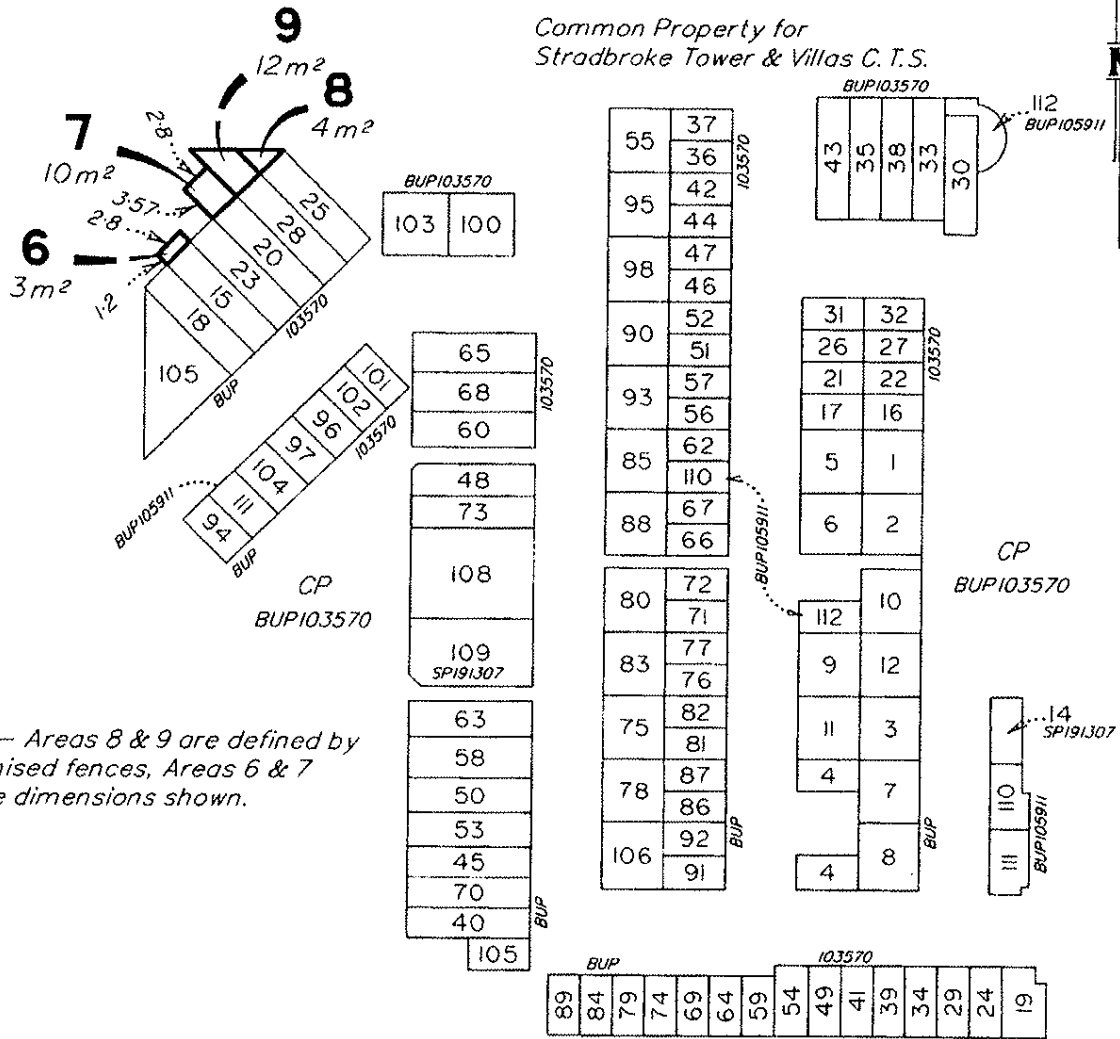
By-Law No. 43:

| <b>Lot Number</b>    | <b>Exclusive Use Area</b>    |
|----------------------|------------------------------|
| Lot 109 on SP 191307 | Area 10 on sketch marked "Y" |

Stradbroke Tower & Villas CTS 16502

# SKETCH A

Common Property for  
Stradbroke Tower & Villas C.T.S.



Note: - Areas 8 & 9 are defined by galvanised fences, Areas 6 & 7 by the dimensions shown.

NORRIS CLARKE & O'BRIEN PTY LTD Cadastral Surveyors, (ACN 056 870 770) hereby certify that the details shown on this sketch plan are correct.

**NORRIS CLARKE & O'BRIEN**  
 Director and Cadastral Surveyor  
 ACN 056 870 770  
 Date: 06-11-20

Scale 1:600 - Lengths are in Metres.



|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <p><b>NOTE:</b><br/>                 This plan is of an Exclusive Use Survey only and as such is not registered by the Registrar of Titles. Subsequent registered or other surveys in this area may affect the boundary definition shown on this plan. Any differences so caused to the boundary definition shown on this plan are beyond the control of Norris Clarke &amp; O'Brien Pty Ltd who can accept no responsibility for such differences.</p> |  | <p>Name of C.T.S.<br/> <b>STRADBROKE TOWER &amp; VILLAS C.T.S. 16502</b></p>  |  | <p>Norris Clarke &amp; O'Brien Pty Ltd<br/>                 Licensed Surveyors<br/>                 Town Planners<br/>                 Development Consultants<br/>                 Level 1 - Akai Centre, 12 Bishop Street<br/>                 Kelvin Grove QLD 4059<br/>                 ph 37 3012 0000 fax 07 3012 0099<br/>                 email info@ncob.com.au<br/>                 ACN 056 870 770 ABN 15 056 870 770</p> |  |
| <p>ACCREDITED SURVEYOR<br/>                 "SKETCH OK"</p>   |  | <p>Description<br/> <b>EXCLUSIVE USE AREA<br/>                 LEVEL A<br/>                 STRADBROKE TOWER &amp; VILLAS C.T.S.<br/>                 COMMON PROPERTY ON BUPI03570</b><br/>                 Parish of South Brisbane<br/>                 County of Stanley</p> |  | <p>Issue:<br/> <b>A</b></p>  |  |
| <p>Date<br/>                 06/11/2020</p>   |  | <p>Drafted<br/>                 G.W.H.</p>  |  | <p>Checked<br/>                 L.O.B.</p>   |  |
|   |  | <p>Scale in Metres<br/> <b>1:600 at A4</b></p>  |  | <p>Ref.<br/> <b>5212EUA</b></p>  |  |

Stradbroke Tower & Villas CTS 16502

'B'

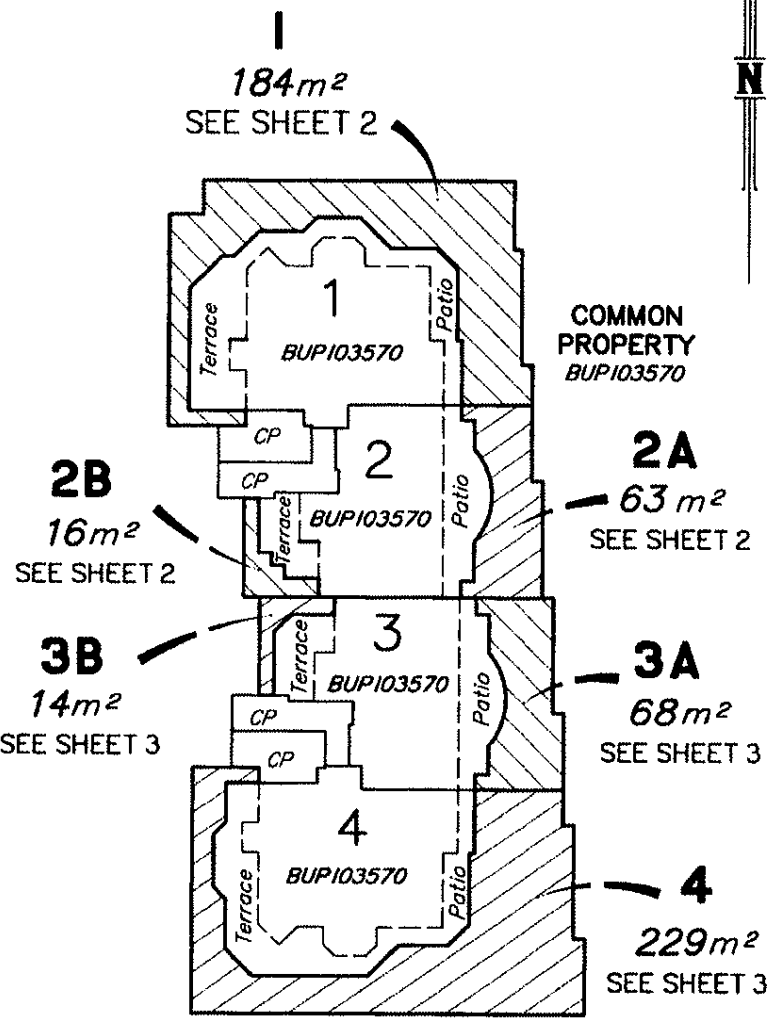
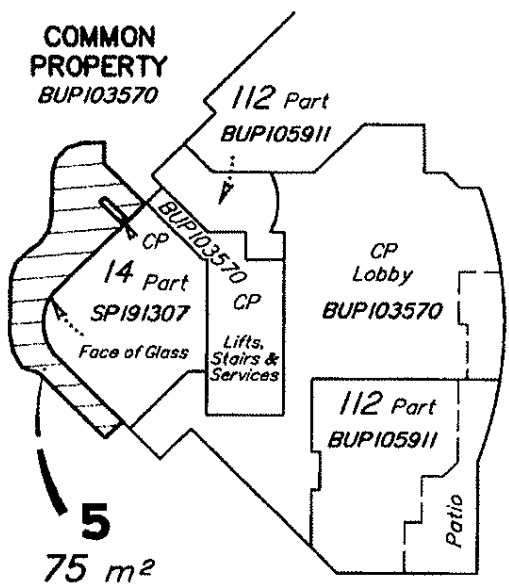
CMS

Sheet 6f

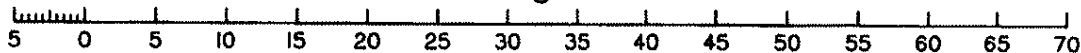
EUB

Sheet 1 of 3

LOT 14 EXCLUSIVE USE AREA DEFINED BY GLASS FENCING AND WALLS AND THE FACE OF GLASS BOUNDING LOT 14.



Scale 1:500 - Lengths are in Metres.



NORRIS CLARKE & O'BRIEN PTY LTD Cadastral Surveyors, (ACN 056 870 770) hereby certify that the details shown in this sketch plan are correct.

*Norris Clarke & O'Brien Pty Ltd*  
 NORRIS CLARKE & O'BRIEN PTY LTD  
 ACN 056 870 770  
 Director and Cadastral Surveyor  
 Date: 8/07/2022

Name of C.T.S.  
**STRADBROKE TOWER & VILLAS C.T.S. 16502**

Description  
**EXCLUSIVE USE AREA  
 LEVEL B  
 STRADBROKE TOWER & VILLAS C.T.S. 16502  
 COMMON PROPERTY ON BUP103570  
 2 GOODWIN STREET  
 KANGAROO POINT**

Scale in Metres.  
**1:500 at A4**

Norris Clarke & O'Brien Pty Ltd  
 Licensed Surveyors  
 Town Planners  
 Development Consultants



Level 1 - Aki Centre, 12 Bishop Street  
 Kelvin Grove, QLD 4059  
 ph 07 3012 0000 fax 07 3012 0099  
 email info@ncb.com.au  
 ACN 056 870 770 ABN 15 056 870 770

Issue:  
**A**

Date  
 8/07/2022

Ref.  
**5212EUB**

Stradbroke Tower & Villas CTS 16502

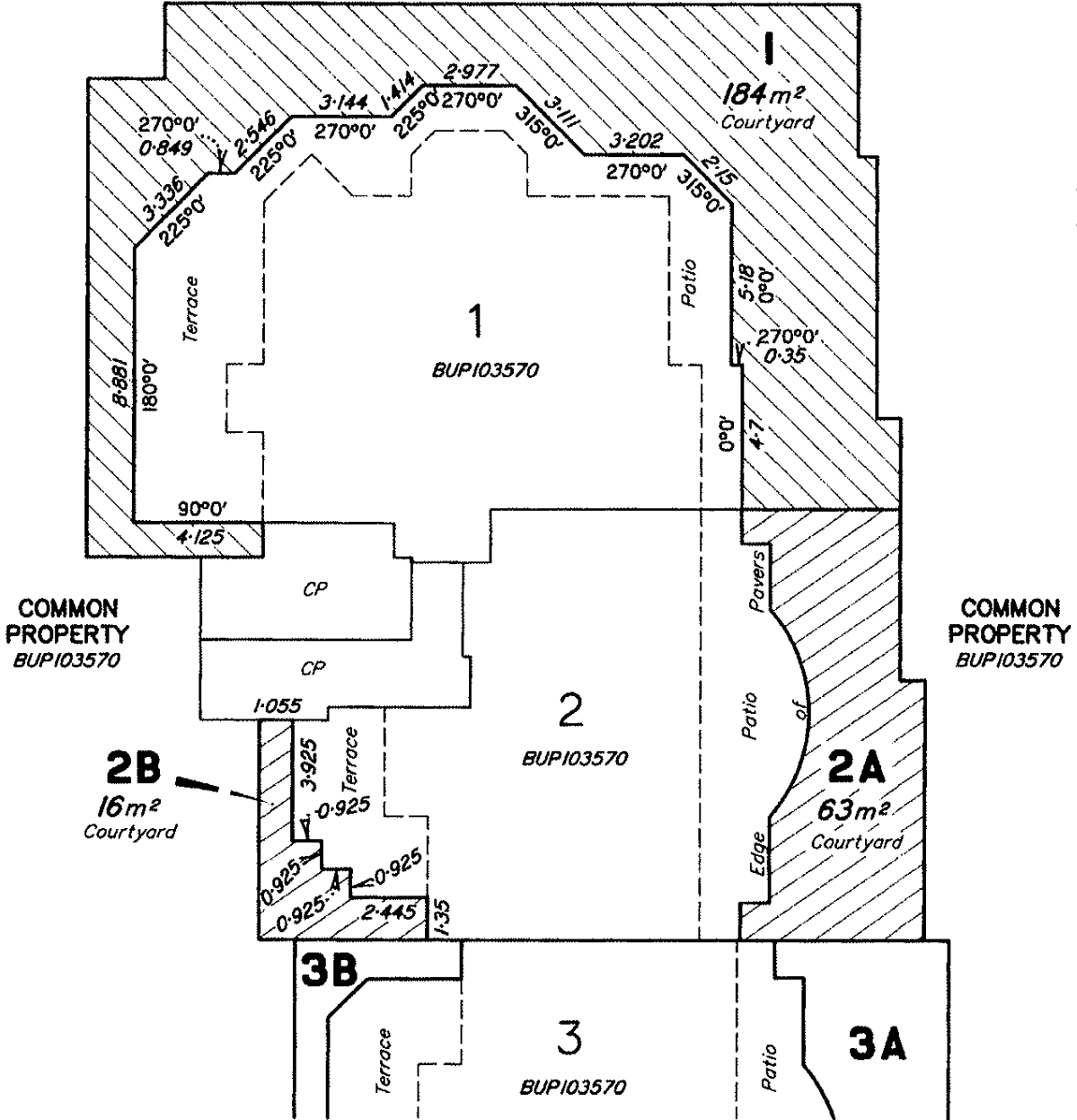
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Sheet 6f

EUB

Sheet 2 of 3

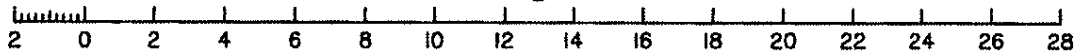
COURTYARD AREAS PARTIALLY BOUNDED AND PARTIALLY DEFINED BY WALLS. EDGE OF PAVERS, PLANTERS, DIMENSIONS AND EXTERNAL COURTYARD CONCRETE FENCING



COMMON PROPERTY  
BUPI03570

COMMON PROPERTY  
BUPI03570

Scale 1:200 - Lengths are in Metres.



NORRIS CLARKE & O'BRIEN PTY LTD Cadastral Surveyors, (ACN 056 870 770) hereby certify that the details shown on this sketch plan are correct.

**NORRIS CLARKE & O'BRIEN PTY LTD**  
ACN 056 870 770  
Director and Cadastral Surveyor  
Date: 11/07/2022

Name of C.T.S.  
**STRADBROKE TOWER & VILLAS C.T.S. 16502**

Description  
**EXCLUSIVE USE AREA LEVEL B STRADBROKE TOWER & VILLAS C.T.S. 16502 COMMON PROPERTY ON BUPI03570 2 GOODWIN STREET KANGAROO POINT**

Scale in Metres.  
**1:200 at A4**

Norris Clarke & O'Brien Pty Ltd  
Licensed Surveyors  
Town Planners  
Development Consultants  
Level 1 - Aldi Centre 12 Bishop Street  
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email info@ncb.com.au  
ACN 056 870 770 ABN 15 056 870 770

Issue: **A**  
Date: **8/07/2022**  
Ref: **5212EUB**

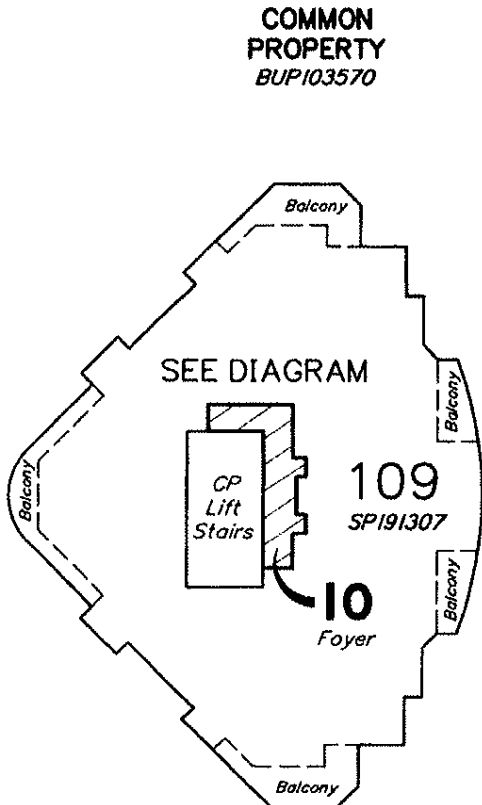


Stradbroke Tower & Villas CTS 16502

CMS Sheet of

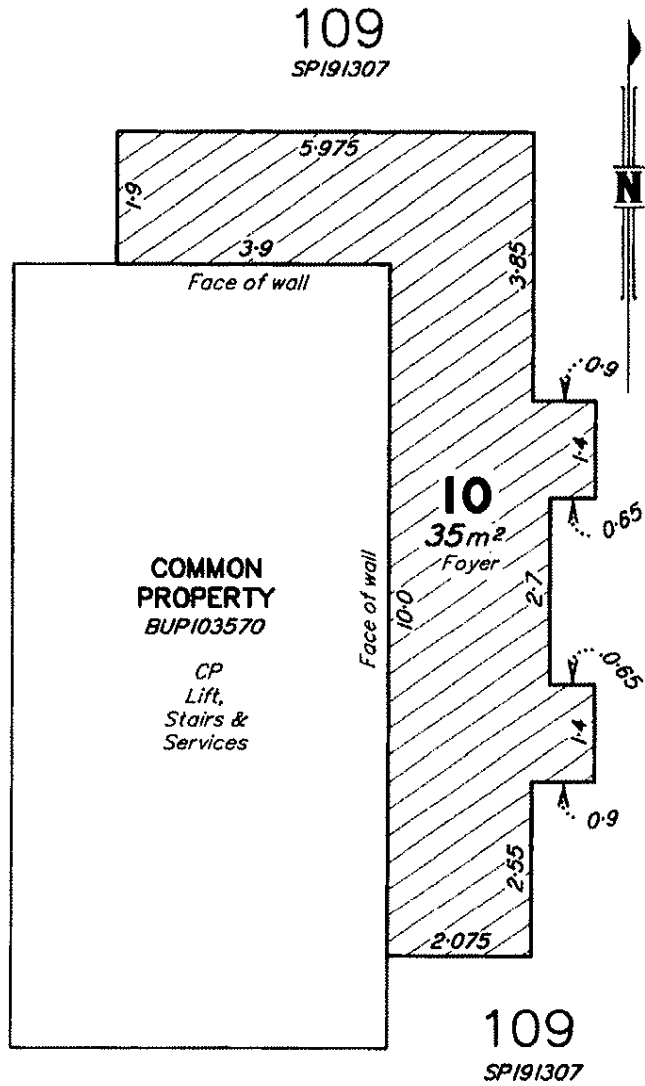
**'Y'**  
**DIAGRAM**  
Scale 1:100

FOYER AREA PARTIALLY BOUNDED AND PARTIALLY DEFINED BY WALLS AND DIMENSIONS.



**COMMON PROPERTY**  
BUPI03570

**COMMON PROPERTY**  
BUPI03570



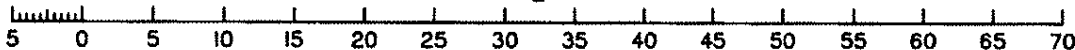
**109**  
SPI91307

**COMMON PROPERTY**  
BUPI03570

CP  
Lift,  
Stairs &  
Services

**109**  
SPI91307

Scale 1:500 - Lengths are in Metres.



NORRIS CLARKE & O'BRIEN PTY LTD Cadastral Surveyors, (ACN 056 870 770) hereby certify that the details shown in this sketch plan are correct.

**NORRIS CLARKE & O'BRIEN PTY LTD**  
ACN 056 870 770  
Director and Cadastral Surveyor  
Date: 8/07/2022

Name of C.T.S.  
**STRADBROKE TOWER & VILLAS C.T.S. 16502**

Description  
**EXCLUSIVE USE AREA LEVEL Y**  
**STRADBROKE TOWER & VILLAS C.T.S. 16502**  
**COMMON PROPERTY ON BUPI03570**  
2 GOODWIN STREET  
KANGAROO POINT

Scale in Metres.  
**1:500 at A4**

Norris Clarke & O'Brien Pty Ltd

**NCB** Licensed Surveyors  
Town Planners  
Development Consultants

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ph 07 3012 0000 fax 07 3012 0099  
email info@ncob.com.au  
ACN 056 870 770 ABN 15 356 870 770

Issue: **A**

Date  
8/07/2022

Ref.

**5212EUY**