

Dealing Number



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<b>1. Nature of request</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Request to record a New Community Management Statement for Newstead Terraces Community Titles Scheme 33392		

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<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
Common Property for Newstead Terraces Community Title Scheme 33392	50533783

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**3. Registered Proprietor/State Lessee**  
Body Corporate for Newstead Terraces Community Title Scheme 33392

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**4. Interest**  
Fee Simple

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**5. Applicant**  
Body Corporate for Newstead Terraces Community Title Scheme 33392

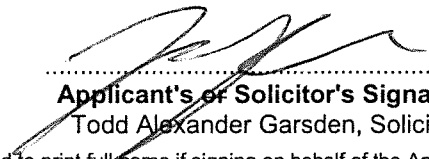
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**6. Request**  
I hereby request that: the new Community Management statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Newstead Terraces Community Title Scheme 33392

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**7. Execution by applicant**

28/6/18  
**Execution Date**

  
.....  
**Applicant's or Solicitor's Signature**  
Todd Alexander Garsden, Solicitor

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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CMS LABEL NUMBER

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

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

**1. Name of community titles scheme**  
Newstead Terraces Community Title Scheme 33392

**2. Regulation module**  
Accommodation Module

**3. Name of body corporate**  
Body Corporate for Newstead Terraces Community Title Scheme 33392

<b>4. Scheme land</b>	Title Reference
Lot on Plan Description	50533783
Common Property of Newstead Terraces Community Title Scheme 33392	
Lots 1 to 61 on SP 158904	50533784-50533844 respectively

**5. #Name and address of original owner**  
Not Applicable

**6. Reference to plan lodged with this statement**  
Not Applicable

# first community management statement only

**7. Local Government community management statement notation**

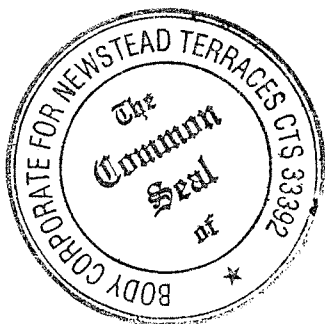
Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*

..... signed

..... name and designation

..... name of Local Government

**8. Execution by original owner/Consent of body corporate**



7 16 / 18  
Execution Date

.....  
\*Chairperson / Secretary

.....  
\*Committee Member

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

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<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 on SP 158904	765	486
Lot 2 on SP 158904	868	675
Lot 3 on SP 158904	893	721
Lot 4 on SP 158904	856	652
Lot 5 on SP 158904	806	560
Lot 6 on SP 158904	806	560
Lot 7 on SP 158904	791	533
Lot 8 on SP 158904	833	611
Lot 9 on SP 158904	833	611
Lot 10 on SP 158904	824	594
Lot 11 on SP 158904	811	754
Lot 12 on SP 158904	820	770
Lot 13 on SP 158904	820	770
Lot 14 on SP 158904	814	759
Lot 15 on SP 158904	823	776
Lot 16 on SP 158904	835	798
Lot 17 on SP 158904	835	798
Lot 18 on SP 158904	826	781
Lot 19 on SP 158904	728	418
Lot 20 on SP 158904	836	616
Lot 21 on SP 158904	851	644
Lot 22 on SP 158904	828	601
Lot 23 on SP 158904	753	464
Lot 24 on SP 158904	753	464
Lot 25 on SP 158904	745	448
Lot 26 on SP 158904	776	506
Lot 27 on SP 158904	791	533
Lot 28 on SP 158904	802	533
Lot 29 on SP 158904	974	869
Lot 30 on SP 158904	785	523
Lot 31 on SP 158904	785	523
Lot 32 on SP 158904	737	435
Lot 33 on SP 158904	854	649
Lot 34 on SP 158904	869	677
Lot 35 on SP 158904	842	626
Lot 36 on SP 158904	762	480
Lot 37 on SP 158904	762	480
Lot 38 on SP 158904	754	465
Lot 39 on SP 158904	800	550
Lot 40 on SP 158904	797	545
Lot 41 on SP 158904	808	565
Lot 42 on SP 158904	992	902
Lot 43 on SP 158904	795	541

Lot 44 on SP 158904	795	541
Lot 45 on SP 158904	754	466
Lot 46 on SP 158904	869	677
Lot 47 on SP 158904	884	704
Lot 48 on SP 158904	860	660
Lot 49 on SP 158904	778	510
Lot 50 on SP 158904	778	510
Lot 51 on SP 158904	769	493
Lot 52 on SP 158904	809	567
Lot 53 on SP 158904	805	559
Lot 54 on SP 158904	817	581
Lot 55 on SP 158904	1088	1078
Lot 56 on SP 158904	758	472
Lot 57 on SP 158904	878	693
Lot 58 on SP 158904	890	715
Lot 59 on SP 158904	869	677
Lot 60 on SP 158904	911	754
Lot 61 on SP 158904	917	765
<b>TOTALS</b>	<b>50267</b>	<b>37688</b>

The contribution schedule lot entitlements (CSLE's) for the Scheme are not equal. As required by section 47(8) of the *Body Corporate and Community Management Act 1997*, the CSLE's for the Scheme have been allocated having regard to:

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

On the basis of these factors it is just and equitable for there to be a variation in the CSLE's for the Scheme. Each lot starts with an entitlement of 500 and additional entitlements are added to recognise the above factors. The difference in CSLE's recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the lots, result in a different burden on the costs of the Body Corporate for repair and maintenance of the common property.

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

#### 1 Structure of the Scheme

The Scheme is not part of a layered scheme and does not have mixed use lots. Therefore the structure of the Scheme does not effect the CSLE's.

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

#### 2 Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate is part of a building format plan and is responsible for the repair and maintenance of common property within the Scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services, in allocating the CSLE's the following features or characteristics of lots in the Scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (a) The external surface area of the lot. Additional entitlements are added depending on whether the lot has a small, medium, large or extra large external surface area;

- (b) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The greater the lot in the building, the greater the cost of maintenance, cleaning and repairing windows and external walls, and the greater the cost of maintaining and operating the lifts.

### 3 The Purpose for which the Lots are Used

Each of the Lots in the Scheme is used for residential purposes and consequently this factor does not contribute to any differences in the CSLE's.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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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>
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## PART A – PRELIMINARY

### 1 Structure

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

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

### 2 Definitions and interpretation

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

- (a) **'Act'** means the *Body Corporate Community Management Act 1997*(Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (d) **'Common Property'** means Scheme Land that is not included in a Lot.
- (e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (f) **'Lot'** means a lot in the Scheme.
- (g) **'Occupier'** means any person that occupies a Lot.
- (h) **'Owner'** means an owner of a Lot.
- (i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (j) **'Scheme'** means Newstead Terraces CTS 33392.
- (k) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.

(o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.

(p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner or Occupier.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

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

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3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

3.2 Occupiers must:

(a) comply with these by-laws to the extent they apply to an Owner; and

(b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

### **4 Tenancies**

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4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

(a) the name of the tenant and all Occupiers;

(b) the service address of the tenant;

(c) the term of the tenancy;

(d) the name and service address of the Owner's letting agent for the tenancy; and

(e) any other information the Body Corporate may reasonably require.

### **5 Application and approval process**

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5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

(a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

(b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;

(c) grant its approval on reasonable and relevant conditions; or

(d) refuse any application if it is reasonable to do so.

5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.

5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

## **PART B - INTERFERENCES**

### **6 Noise and nuisances**

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6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

- (a) causes a nuisance or hazard;
- (b) interferes unreasonably with the use or enjoyment of another Lot; or
- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

## **7 Obstruction**

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

## **8 Smoking**

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- 8.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
  - (b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or
  - (c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

## **9 Auctions**

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

## **10 Garage sales**

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

## **11 Parking**

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

## **12 Vehicles**

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

## **13 Communications**

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

**PART C - WORKS****14 Damage**

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

**15 Common Property Improvements**

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- 15.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

**16 Boundary Improvements**

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

**17 Structural Improvements**

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

**18 Lot Improvements**

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- 18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.
- 18.2 In applying for the Body Corporate's approval under this by-law, in addition to any other requirements under these by-laws, the Act or the Regulation Module:
- (a) the Owner or Occupier must provide the Body Corporate in writing with the following information at least two weeks prior to the Improvement taking place or otherwise as soon as practicable:
    - (i) approximate scope and duration of the proposed Improvement;
    - (ii) any expected noise or disturbance that may unreasonably interfere with any lawful use of a Lot or the Common Property;
    - (iii) details of any contractors (including removalists) engaged to perform any works related to the Improvement; and
    - (iv) any other information reasonably necessary to mitigate any potential risk or nuisance.
  - (b) the Owner or Occupier must notify the Body Corporate, as soon as practicable, of any material changes to the intended scope, duration or method of performance of the proposed works related to the Improvement or any other information previously provided to the Body Corporate.

**19 External appearance of a lot**

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- 19.1 The Owner or Occupier of a lot must not, without the written approval of the Body Corporate, do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land.



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**20 Floor coverings**

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- 20.1 An Owner or Occupier must ensure that all flooring areas within the lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that interferes unreasonably with the peaceful enjoyment of a Lot or the Common Property by another person.

**PART D – REGULATION OF USE**

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**21 Pets**

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- 21.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 21.2 When keeping a pet in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
  - (b) register the animal with the local council;
  - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
  - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
  - (e) ensure the animal carries a name tag identifying the animal and its Owners.

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**22 Alienation**

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

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**23 Lot Owner Garbage**

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- 23.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 23.2 An Owner or Occupier must:
- (a) keep its own garbage receptacle;
  - (b) keep such garbage receptacle in a clean and dry condition and adequately covered on:
    - (i) its Lot; or
    - (ii) a part of the Common Property designated by the Body Corporate for such purpose; and
  - (c) not deposit any garbage or other materials in a garbage receptacle designated for another Lot.
  - (d) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
  - (e) place all recyclable rubbish in the recycling receptacles;
  - (f) remove all rubbish from their Lot at least weekly;
  - (g) keep their Lot free of pests and vermin;
  - (h) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
  - (i) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
  - (j) not cause damage to the garbage receptacles;

- (k) not overfill the garbage receptacles; and
- (l) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

## **24 Dangerous substances**

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

## **25 Removals**

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

## **26 No interference**

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

## **27 Interference with support, shelter, utility infrastructure**

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

## **28 Health and safety**

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

## **29 Social functions**

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

## **30 Use of lots**

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- 30.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
  - (b) a home office.

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

### **31 Letterbox**

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

### **32 BBQ Area**

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- 32.1 Owners and Occupiers may not exclusively use the barbecue facilities on the Common Property without approval by the Body Corporate.
- 32.2 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:
- (a) not already being exclusively used by another Owner or Occupier in accordance with by-law 32.1;
  - (b) not exclusively used;
  - (c) not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
  - (d) not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and
  - (e) cleaned and tidied after use.

### **33 Gym**

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- 33.1 Owners and Occupiers must use, and permit the use by its Visitors of, the gymnasium in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;
  - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (c) does not cause a hazard or safety risk;
  - (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (e) is for the equipment's intended purpose;
  - (f) places towels on equipment during use to prevent sweat on the equipment;
  - (g) leaves the area clean and tidy after use;
  - (h) places all moveable equipment back in its designated place after use; and
  - (i) wipes and sanitises any sweat on the equipment after use.

### **34 Pool**

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- 34.1 Owners and Occupiers must use, and permit the use by its Visitors of, the pool in a way which:
- (a) does not cause damage;
  - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (c) does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
  - (d) does not cause a hazard or safety risk;
  - (e) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - (f) leaves the area clean and tidy after use;
  - (g) does not bring animals into the area; and
  - (h) does not bring glass into the area.

### **35 Spa**

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- 35.1 Owners and Occupiers must use, and permit the use by its Visitors of, the spa in a way which:

- (a) includes showering before use;
- (b) does not cause damage;
- (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (d) does not interfere with the maintenance or upkeep of the spa or the surrounding areas;
- (e) does not cause a hazard or safety risk;
- (f) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (g) leaves the area clean and tidy after use;
- (h) does not bring animals into the area; and
- (i) does not bring glass into the area.

### **36 Sauna**

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36.1 Owners and Occupiers must use, and permit the use by its Visitors of, the sauna in a way which:

- (a) includes wearing a towel;
- (b) does not cause damage;
- (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (d) does not interfere with the maintenance or upkeep of the sauna or the surrounding areas;
- (e) does not cause a hazard or safety risk;
- (f) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (g) leaves the area clean and tidy after use;
- (h) does not bring animals into the area.

### **37 Security**

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37.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

### **38 Cleaning bay**

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38.1 Owners and Occupiers must not use a designated cleaning bay in a way which:

- (a) causes damage to the designated cleaning bay area, body corporate asset, any Lot or the Common Property;
- (b) causes an unreasonable interference with the use of enjoyment of another Lot or the Common Property;
- (c) backlogs or causes a blockage in any drainage system;
- (d) is for any purpose other than the cleaning of Vehicles; and
- (e) allows a Vehicle to be parked longer than is reasonably necessary to use the designated cleaning bay for the cleaning of Vehicles.

### **39 Ablution**

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39.1 Owners and Occupiers must use, and permit the use by its Visitors of, the ablution facilities in a way which:

- (a) does not cause damage to the Common Property or body corporate assets;

- (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (c) does not cause a hazard or safety risk;
- (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (e) is for the ablution facilities' intended purpose;
- (f) leaves the area clean and tidy after use;
- (g) does not leave belongings after their use; and
- (h) does not use or take more consumables that are required for the normal use of the ablution facilities.

## PART E – EXCLUSIVE USE

### 40 Exclusive Use – Car Parking

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- 40.1 The occupier of each Lot in the Scheme will be entitled to the exclusive use of a certain part of the Common Property for use as a car parking space or spaces which may incorporate a storage cupboard or device. The exclusive use car parking space or spaces (and storage cupboard or device) attaching to each Lot are identified and allocated in Schedule E or will be identified and allocated by the Original Owner and notified in writing to the Body Corporate within twelve (12) months after the recording of the Community Management Statement. Two (2) or more Lot Owners may, under a reallocation agreement, reallocate their car parking spaces between themselves but details of the reallocation must be given to the Body Corporate. Each owner to whom exclusive use of a car parking space or spaces is given pursuant to this by-law shall use such space or spaces for the purpose of car parking or storage (as is applicable) only and must keep the car space and storage cupboard or device in a tidy condition and shall not litter the same or so use the same as to create a nuisance but otherwise the Body Corporate shall be responsible for the repair and maintenance of the car parking space or spaces. A minimum of 1 car parking space must be allocated to each Lot in the Scheme, but not more than 2 car parking spaces may be allocated to each Lot in the Scheme.
- 40.2 The occupier must obtain the written approval of the Body Corporate before installing any storage cupboard or device and must comply with any conditions that the Body Corporate may impose in relation to the installation, use or operation of the storage cupboard or device including the area within the car space that the same may be installed.
- 40.3 The Body Corporate, the Manager and each of their respective employees, agents and contractors may with or without notice to an occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure, the Building, the Common Property, the Lot or an adjoining Lot.

### 41 Exclusive Use – Storage Space

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- 41.1 The occupier of a Lot in the Scheme may be entitled to the exclusive use of a certain part of the Common Property for use as a storage cupboard or space. The exclusive use storage cupboard or space attaching to each relevant Lot is identified and allocated in Schedule E or will be identified and allocated by the Original Owner and notified in writing to the Body Corporate within (12) months after the recording of the Community Management Statement. Two (2) Lot Owners may, under a reallocation agreement, reallocate their storage cupboard or space between themselves but details of the reallocation must be given to the Body Corporate. Each owner to whom exclusive use of a storage cupboard or space is given pursuant to this by-law shall use such cupboard or space for the purpose of storage only and must keep the storage cupboard or space in a tidy condition and shall not litter the same or so use the same as to create a nuisance but otherwise the Body Corporate shall be responsible for the repair and maintenance of the storage cupboard or space.
- 41.2 The occupier must obtain the written approval of the Body Corporate before installing any storage cupboard or space and must comply with any conditions that the Body Corporate may impose in relation to the installation, use or operation of the storage cupboard or space.

The Body Corporate, the Manager and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure, the Building, the Common Property, the Lot or an adjoining Lot.

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

**1 STATUTORY EASEMENTS**

Pursuant to Section 66(1)(d)(iii) of the *Body Corporate and Community Management Act 1997*, each of the following Lots and Common Property is subject to and has the benefit of the following easements:

Lot on Plan or Common Property	Statutory Easement
Common Property on SP 158904	Support utility services, Utility Infrastructure and shelter.
Lots 1 to 61 on SP 158904	Support utility services, Utility Infrastructure and shelter.

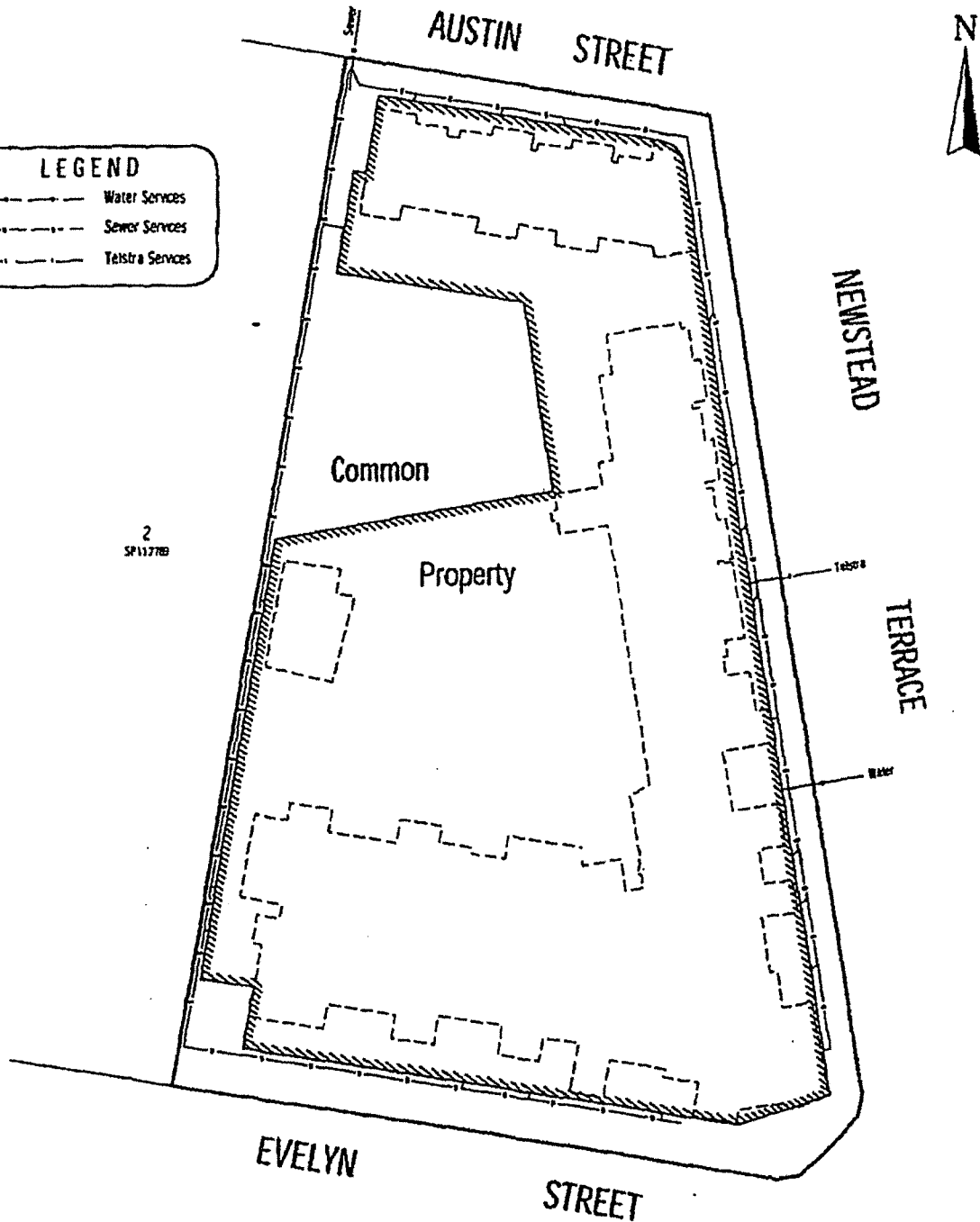
**2 SERVICES LOCATION DIAGRAM**

Pursuant to section 66(1)(b)(ii) of the *Body Corporate and Community Management Act 1997*, annexed and marked as Annexure "A" is a Services Location Diagram identifying all service easements for the Lots and Common Property created on SP 158904.

**LEGEND**

- Water Services
- Sewer Services
- Telstra Services

2  
SP158904



**Important Note**

The services location diagram obtained by consent of service providers for the purposes of a GIS, GIS or POCM, and should not be used as a basis for design, or for any other purpose other than the intended purpose. Errors, omissions and inaccuracies of services or data should be obtained from service providers and should not be used for any other purpose. Services on the plan may be provided from sources that are not shown on the plan and may not be updated after construction by authority.

**TREASURE & ASSOCIATES**  
CONSULTING SURVEYORS & TOWN PLANNERS  
MUDGERRABA • GOLD COAST  
Phone (07) 5533 8233 Fax (07) 5533 8234  
Email: treasure@treasure.com.au

**SERVICES LOCATION DIAGRAM**

'NEWSTEAD TERRACES'

CTS.....

Common Property on SP158904

CLIENT - SUNLAND GROUP

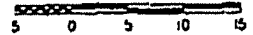
SURVEYOR: AJB  
DRAWN BY: BJB  
JOB NO: 7388  
LOCAL AUTHORITY: G.C.C.C.  
PARISH: CALTON  
COUNTY: WARD

DRAWING REF: 7470-SLP-1a

DATE: 2 December 2004



SHEET: SHEET 2 of 2

Scale 1:400 @ A3

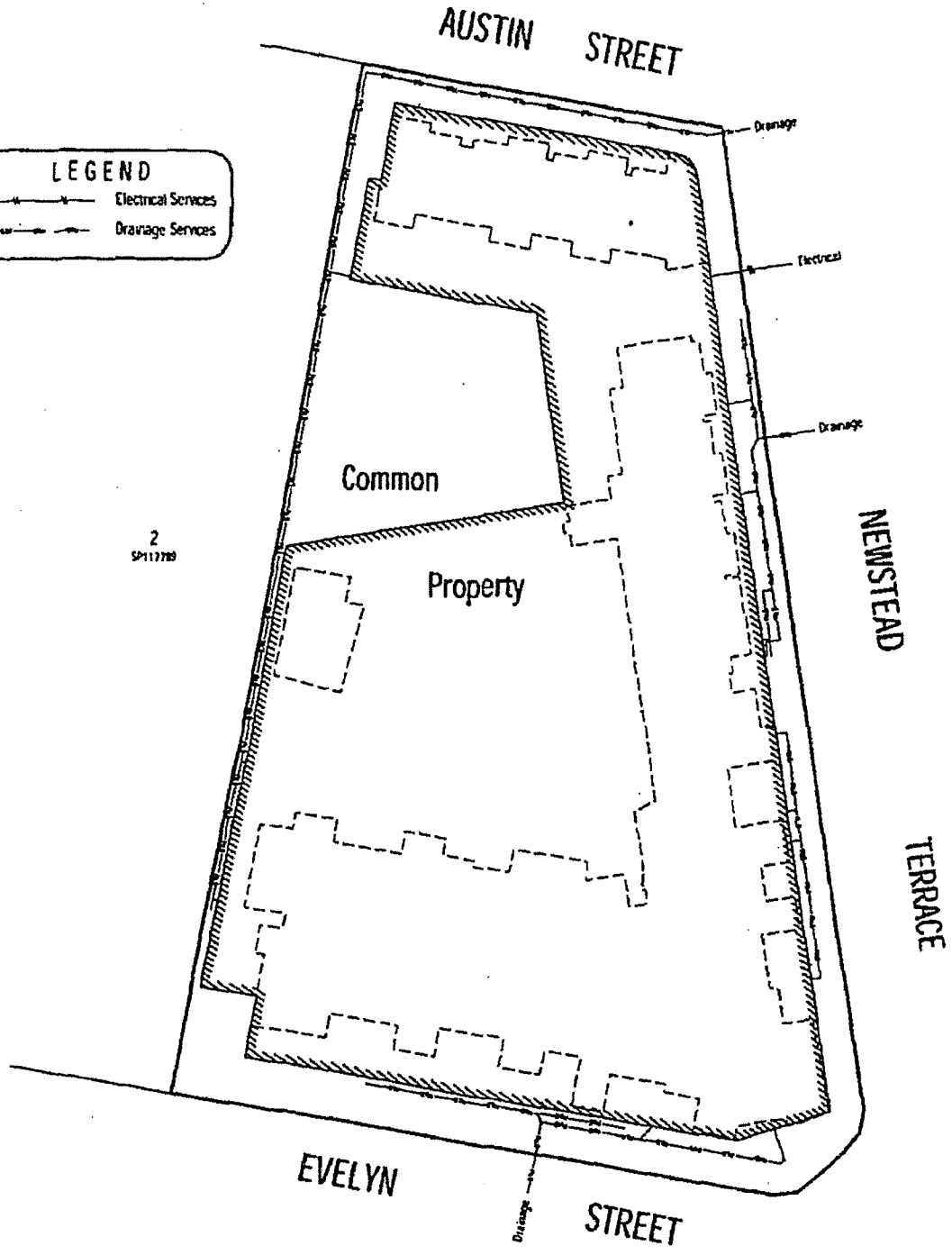


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13 14

**LEGEND**

-  Electrical Services
-  Drainage Services

2  
SP11778



**Important Note**  
This service location diagram depicts the existence of services indicated by the symbols of a B.C.C. and should not be taken as a guarantee of the location of these services, or for any other reason other than the intended purpose. It also indicates the location of services on the ground by obtained from utility qualified persons prior to undertaking any work. Services on this plan may be altered prior to construction by engineering design modification, and may not be visible after construction by survey.

**TREASURY & ASSOCIATES**  
CONSULTING SURVEYORS & TOWN PLANNERS  
MUDGEEERABA • GOLD COAST  
Phone: (07) 5438 4433 / Fax: (07) 5438 4430  
Email: treasury@treasury.com.au

**SERVICES LOCATION DIAGRAM**  
**'NEWSTEAD TERRACES'**  
CTS.....  
Common Property on SP158904

CLIENT: **SUNLAND GROUP**

SURVEYOR: AJB  
DRAWN BY: BJB  
JOB NO: 7688  
LOCAL AUTHORITY: G.C.C.C.  
PARISH: GLETON  
COUNTY: WARD

DRAWING REF: **7470-SLP-1a**  
DATE: **2 December 2004**  
SHEET: **SHEET 1 of 2**

Scale 1:400 @ A3  
0 5 10 15



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

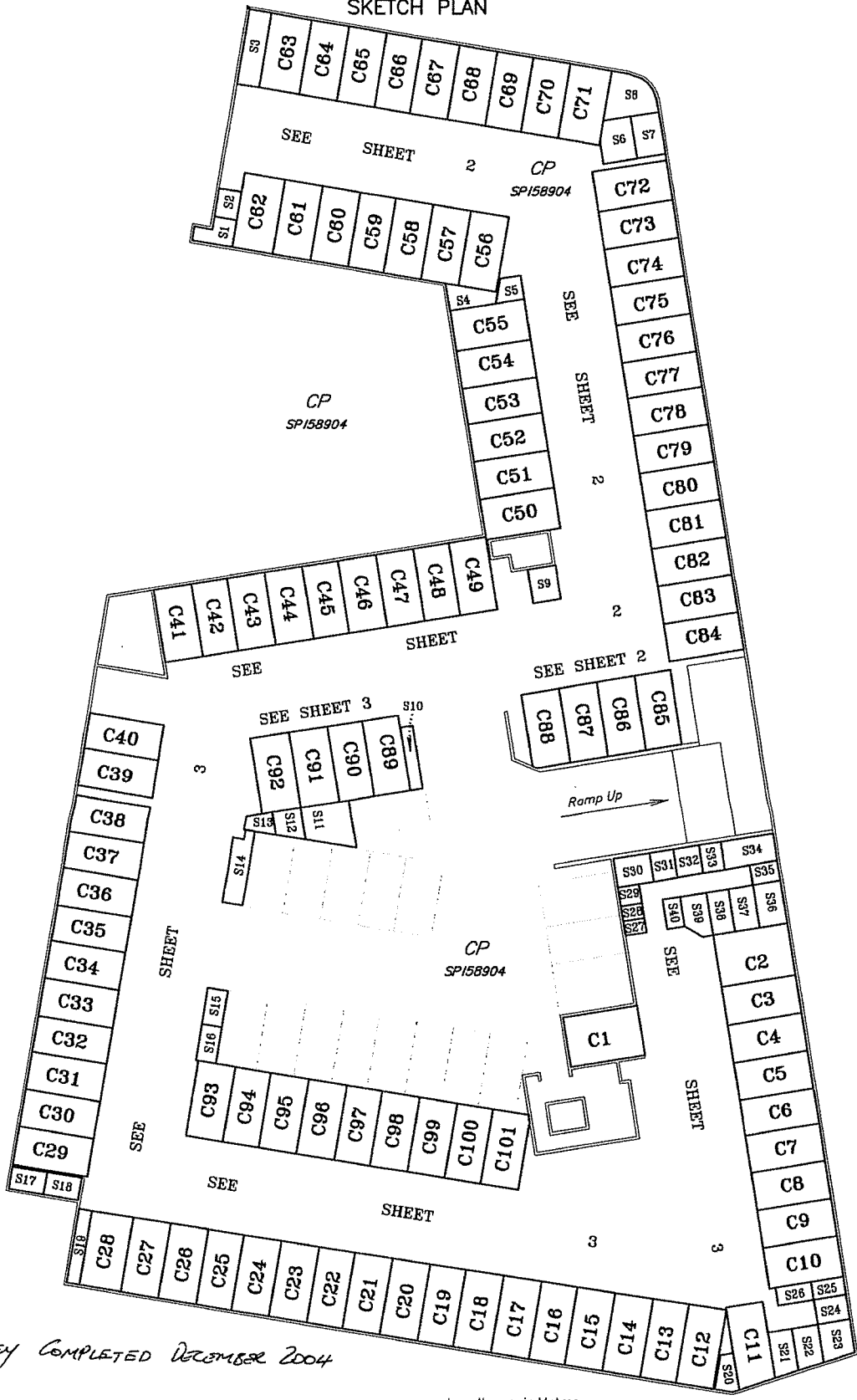
<b>Lot on Plan</b>	<b>Exclusive Use Area</b>
Lot 1 on SP 158904	Areas C85 and C86 on sketch plan 7470-EU-2 marked "A"
Lot 2 on SP 158904	Areas C21, C22 and S24 on sketch plan 7470-EU-2 marked "A"
Lot 3 on SP 158904	Areas C30, C31 and S15 on sketch plan 7470-EU-2 marked "A"
Lot 4 on SP 158904	Areas C23, C24 and S11 on sketch plan 7470-EU-2 marked "A"
Lot 5 on SP 158904	Areas C89, C90 and S29 on sketch plan 7470-EU-2 marked "A"
Lot 6 on SP 158904	Areas C42, C43 and S27 on sketch plan 7470-EU-2 marked "A"
Lot 7 on SP 158904	Areas C52 on sketch plan 7470-EU-2 marked "A"
Lot 8 on SP 158904	Areas C93, C29 and S17 on sketch plan 7470-EU-2 marked "A"
Lot 9 on SP 158904	Areas C32, C33 and S26 on sketch plan 7470-EU-2 marked "A"
Lot 10 on SP 158904	Areas C36, C37 and S10 on sketch plan 7470-EU-2 marked "A"
Lot 11 on SP 158904	Areas C83, C84 and S6 on sketch plan 7470-EU-2 marked "A"
Lot 12 on SP 158904	Areas C81, C82 and S9 on sketch plan 7470-EU-2 marked "A"
Lot 13 on SP 158904	Areas C79, C80 and S2 on sketch plan 7470-EU-2 marked "A"
Lot 14 on SP 158904	Areas C72, C73 and S7 on sketch plan 7470-EU-2 marked "A"
Lot 15 on SP 158904	Areas C70, C71 and S8 on sketch plan 7470-EU-2 marked "A"
Lot 16 on SP 158904	Areas C56, C57 and S4 on sketch plan 7470-EU-2 marked "A"
Lot 17 on SP 158904	Areas C63, C64 and S3 on sketch plan 7470-EU-2 marked "A"
Lot 18 on SP 158904	Areas C61, C62 and S1 on sketch plan 7470-EU-2 marked "A"
Lot 19 on SP 158904	Areas C69 on sketch plan 7470-EU-2 marked "A"
Lot 20 on SP 158904	Areas C9, C10 and S25 on sketch plan 7470-EU-2 marked "A"
Lot 21 on SP 158904	Areas C25, C26 and S14 on sketch plan 7470-EU-2 marked "A"
Lot 22 on SP 158904	Areas C34, C35 and S13 on sketch plan 7470-EU-2 marked "A"
Lot 23 on SP 158904	Areas C65 on sketch plan 7470-EU-2 marked "A"
Lot 24 on SP 158904	Areas C66 on sketch plan 7470-EU-2 marked "A"
Lot 25 on SP 158904	Areas C67 on sketch plan 7470-EU-2 marked "A"
Lot 26 on SP 158904	Areas C74 on sketch plan 7470-EU-2 marked "A"
Lot 27 on SP 158904	Areas C49 on sketch plan 7470-EU-2 marked "A"
Lot 28 on SP 158904	Areas C46, C47 and S38 on sketch plan 7470-EU-2 marked "A"
Lot 29 on SP 158904	Areas C3, C4 and S37 on sketch plan 7470-EU-2 marked "A"
Lot 30 on SP 158904	Areas C54 on sketch plan 7470-EU-2 marked "A"
Lot 31 on SP 158904	Areas C58 on sketch plan 7470-EU-2 marked "A"
Lot 32 on SP 158904	Areas C68 on sketch plan 7470-EU-2 marked "A"
Lot 33 on SP 158904	Areas C94, C95 and S16 on sketch plan 7470-EU-2 marked "A"
Lot 34 on SP 158904	Areas C17, C18 and S23 on sketch plan 7470-EU-2 marked "A"
Lot 35 on SP 158904	Areas C27, C28 and S19 on sketch plan 7470-EU-2 marked "A"
Lot 36 on SP 158904	Areas C60 on sketch plan 7470-EU-2 marked "A"
Lot 37 on SP 158904	Areas C76 on sketch plan 7470-EU-2 marked "A"

Lot 38 on SP 158904	Areas C48 on sketch plan 7470-EU-2 marked "A"
Lot 39 on SP 158904	Areas C87, C88 and S5 on sketch plan 7470-EU-2 marked "A"
Lot 40 on SP 158904	Areas C53 on sketch plan 7470-EU-2 marked "A"
Lot 41 on SP 158904	Areas C91, C92 and S12 on sketch plan 7470-EU-2 marked "A"
Lot 42 on SP 158904	Areas C100, C101 and S34 on sketch plan 7470-EU-2 marked "A"
Lot 43 on SP 158904	Areas C50 and S39 on sketch plan 7470-EU-2 marked "A"
Lot 44 on SP 158904	Areas C51 on sketch plan 7470-EU-2 marked "A"
Lot 45 on SP 158904	Areas C78 on sketch plan 7470-EU-2 marked "A"
Lot 46 on SP 158904	Areas C19, C20 and S35 on sketch plan 7470-EU-2 marked "A"
Lot 47 on SP 158904	Areas C13, C14 and S21 on sketch plan 7470-EU-2 marked "A"
Lot 48 on SP 158904	Areas C96, C97 and S18 on sketch plan 7470-EU-2 marked "A"
Lot 49 on SP 158904	Areas C55 on sketch plan 7470-EU-2 marked "A"
Lot 50 on SP 158904	Areas C75 on sketch plan 7470-EU-2 marked "A"
Lot 51 on SP 158904	Areas C59 on sketch plan 7470-EU-2 marked "A"
Lot 52 on SP 158904	Areas C40, C41 and S28 on sketch plan 7470-EU-2 marked "A"
Lot 53 on SP 158904	Areas C44, C45 and S30 on sketch plan 7470-EU-2 marked "A"
Lot 54 on SP 158904	Areas C38, C39 and S31 on sketch plan 7470-EU-2 marked "A"
Lot 55 on SP 158904	Areas C1, C2 and S36 on sketch plan 7470-EU-2 marked "A"
Lot 56 on SP 158904	Areas C77 on sketch plan 7470-EU-2 marked "A"
Lot 57 on SP 158904	Areas C15, C16 and S22 on sketch plan 7470-EU-2 marked "A"
Lot 58 on SP 158904	Areas C11, C12 and S20 on sketch plan 7470-EU-2 marked "A"
Lot 59 on SP 158904	Areas C98, C99 and S33 on sketch plan 7470-EU-2 marked "A"
Lot 60 on SP 158904	Areas C7, C8 and S40 on sketch plan 7470-EU-2 marked "A"
Lot 61 on SP 158904	Areas C5, C6 and S32 on sketch plan 7470-EU-2 marked "A"

Sheet of

7470/SPK Final 07.12.05

SKETCH PLAN



NOTE! SURVEY COMPLETED DECEMBER 2004

0 15m Lengths are in Metres. 30m 45m

MASSIE COSSGROVE PTY LTD, ACN 082 121 293  
 Cadastral Surveyors hereby certify that the details shown  
 on this sketch plan are correct.



Date 9-12-2005

<p><b>Plan of Exclusive Use Areas                  in Common Property on Level A                  of "Newstead Terraces"                  CTS33392 (SP158904)</b></p>		<p>Scale: <b>See Bar Scale</b></p> <p>Format: <b>SKETCH</b></p>
<p>PARISH: <b>NORTH BRISBANE</b> COUNTY: <b>Stanley</b></p> <p>Meridian: <b>SPI17789</b></p>		<p><b>7470-EU-2</b>                  SHEET 1 OF 3</p>

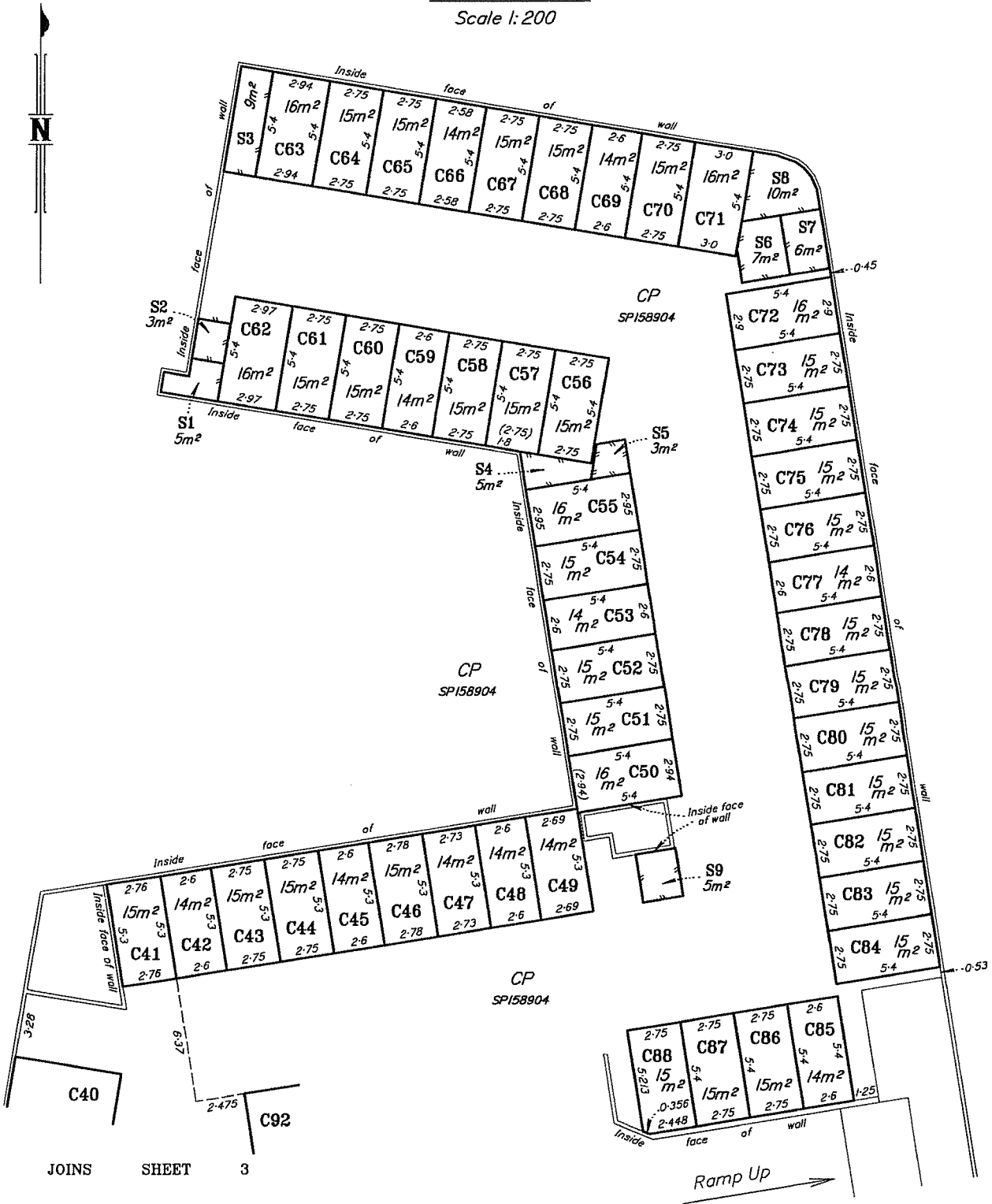
ADDITIONAL SHEET

Sheet of

LEVEL A

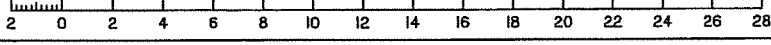
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7470/SPK Final 07.12.05



Exclusive Use Areas S1-S40 are defined by centreline of chain wire mesh cage unless stated otherwise.

Scale 1:200 - Lengths are in Metres.



7470-EU-2

SHEET 2 OF 3

ADDITIONAL SHEET

Sheet of

7470/SPK Final 07.12.05

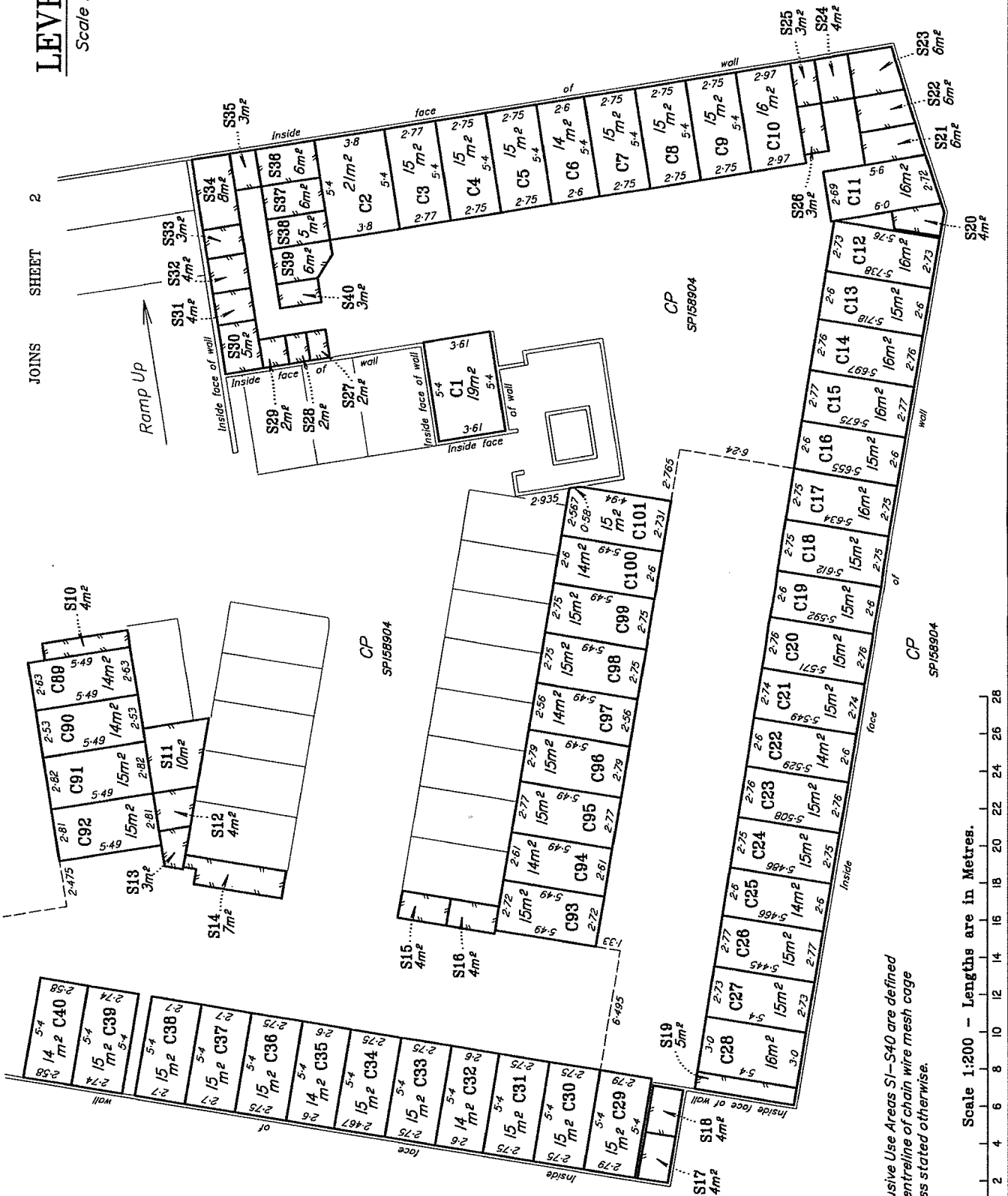
**LEVEL A**

Scale 1:200

JOINS SHEET 2

JOINS SHEET 2

Ramp Up



Exclusive Use Areas S1-S40 are defined by centreline of chain wire mesh cage unless stated otherwise.

Scale 1:200 - Lengths are in Metres.

