

Dealing Number



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Client No: 1052167

Duties Act 2001

Transaction No: _____

Duty Paid \$ _____

Exempt ☐

UTI \$ _____

Signed _____ Date ____/____/____

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR SKYLINE
APARTMENTS COMMUNITY TITLES SCHEME
37631

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: 35455

**Lodger
Code**
BE 2763

2. Lot on Plan Description

COMMON PROPERTY OF SKYLINE
APARTMENTS COMMUNITY TITLES
SCHEME 37631

Title Reference

50690930

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR SKYLINE APARTMENTS COMMUNITY TITLES SCHEME 37631

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR SKYLINE APARTMENTS COMMUNITY TITLES SCHEME 37631

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Schedule E be recorded as the New Community Management Statement for Skyline Apartments Community Titles Scheme 37631.

7. Execution by applicant

/ /

Execution Date

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

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

THIS CMS MUST BE DEPOSITED WITH:

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

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name (including number) of CTS

Skyline Apartments Community Titles Scheme
37631

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Skyline Apartments Community Titles Scheme 37631

4. Scheme Land

Lot on Plan Description

See ENLARGED PANEL

Title Reference

See ENLARGED PANEL

5. Name and address of original owner

NOT APPLICABLE

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

NOT APPLICABLE

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* (Qld).

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

8. Consent of body corporate

See Form 20 – BCCM Execution

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1. Community Titles Scheme (CTS) Name	CTS Number
Skyline Apartments Community Titles Scheme	37631
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature	_____	Signature	_____
Signer Name	_____	Signer Name	_____
Signer Authority	_____	Signer Authority	_____
Entity (if applicable)	_____	Entity (if applicable)	_____
Execution Date	_____	Execution Date	_____

*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 Skyline Apartments Community Titles Scheme 37631	50690930
Lot 1 on SP 163310	50690931
Lot 2 on SP 163310	50690932
Lot 11 on SP 163310	50690933
Lot 12 on SP 163310	50690934
Lot 13 on SP 163310	50690935
Lot 14 on SP 198895	51193826
Lot 21 on SP 163310	50690937
Lot 22 on SP 163310	50690938
Lot 31 on SP 163310	50690939
Lot 32 on SP 163310	50690940
Lot 33 on SP 163310	50690941
Lot 34 on SP 163310	50690942
Lot 35 on SP 163310	50690943
Lot 41 on SP 163310	50690944
Lot 42 on SP 163310	50690945
Lot 43 on SP 163310	50690946
Lot 44 on SP 163310	50690947
Lot 45 on SP 163310	50690948
Lot 51 on SP 163310	50690949
Lot 52 on SP 163310	50690950
Lot 53 on SP 163310	50690951
Lot 54 on SP 163310	50690952
Lot 55 on SP 163310	50690953
Lot 61 on SP 163310	50690954
Lot 62 on SP 163310	50690955
Lot 63 on SP 163310	50690956
Lot 64 on SP 163310	50690957
Lot 65 on SP 163310	50690958
Lot 71 on SP 163310	50690959
Lot 72 on SP 163310	50690960

ENLARGED PANEL

Lot on Plan Description	Title Reference
Lot 73 on SP 163310	50690961
Lot 74 on SP 163310	50690962
Lot 75 on SP 163310	50690963
Lot 81 on SP 163310	50690964
Lot 82 on SP 163310	50690965
Lot 83 on SP 163310	50690966
Lot 84 on SP 163310	50690967
Lot 85 on SP 163310	50690968
Lot 91 on SP 163310	50690969
Lot 92 on SP 163310	50690970
Lot 93 on SP 163310	50690971
Lot 94 on SP 163310	50690972
Lot 95 on SP 163310	50690973
Lot 101 on SP 163310	50690974
Lot 102 on SP 163310	50690975
Lot 103 on SP 163310	50690976
Lot 104 on SP 163310	50690977
Lot 105 on SP 163310	50690978
Lot 111 on SP 163310	50690979
Lot 112 on SP 163310	50690980
Lot 113 on SP 163310	50690981
Lot 114 on SP 163310	50690982
Lot 115 on SP 163310	50690983
Lot 121 on SP 163310	50690984
Lot 122 on SP 163310	50690985
Lot 123 on SP 163310	50690986
Lot 124 on SP 163310	50690987
Lot 125 on SP 163310	50690988
Lot 131 on SP 163310	50690989
Lot 132 on SP 163310	50690990
Lot 133 on SP 163310	50690991
Lot 134 on SP 163310	50690992

ENLARGED PANEL

Lot on Plan Description	Title Reference
Lot 135 on SP 163310	50690993
Lot 141 on SP 163310	50690994
Lot 142 on SP 163310	50690995
Lot 143 on SP 163310	50690996
Lot 144 on SP 163310	50690997
Lot 145 on SP 163310	50690998
Lot 151 on SP 163310	50690999
Lot 152 on SP 163310	50691000
Lot 153 on SP 163310	50691001
Lot 154 on SP 163310	50691002
Lot 155 on SP 163310	50691003
Lot 161 on SP 163310	50691004
Lot 162 on SP 163310	50691005
Lot 163 on SP 163310	50691006
Lot 164 on SP 163310	50691007
Lot 165 on SP 163310	50691008
Lot 171 on SP 163310	50691009
Lot 172 on SP 163310	50691010
Lot 173 on SP 163310	50691011
Lot 174 on SP 163310	50691012
Lot 175 on SP 163310	50691013
Lot 181 on SP 163310	50691014
Lot 182 on SP 163310	50691015
Lot 183 on SP 163310	50691016
Lot 184 on SP 163310	50691017
Lot 185 on SP 163310	50691018
Lot 191 on SP 163310	50691019
Lot 192 on SP 163310	50691020
Lot 193 on SP 163310	50691021
Lot 194 on SP 163310	50691022
Lot 195 on SP 163310	50691023
Lot 201 on SP 163310	50691024

ENLARGED PANEL

Lot on Plan Description	Title Reference
Lot 202 on SP 163310	50691025
Lot 203 on SP 163310	50691026
Lot 204 on SP 163310	50691027
Lot 205 on SP 163310	50691028
Lot 211 on SP 163310	50691029
Lot 212 on SP 163310	50691030
Lot 213 on SP 163310	50691031
Lot 214 on SP 163310	50691032
Lot 215 on SP 163310	50691033
Lot 221 on SP 163310	50691034
Lot 222 on SP 163310	50691035
Lot 223 on SP 163310	50691036
Lot 224 on SP 163310	50691037
Lot 225 on SP 163310	50691038
Lot 231 on SP 163310	50691039
Lot 232 on SP 163310	50691040
Lot 233 on SP 163310	50691041
Lot 234 on SP 163310	50691042
Lot 235 on SP 163310	50691043
Lot 241 on SP 163310	50691044
Lot 242 on SP 163310	50691045
Lot 243 on SP 163310	50691046
Lot 244 on SP 163310	50691047
Lot 245 on SP 163310	50691048
Lot 251 on SP 163310	50691049
Lot 252 on SP 163310	50691050
Lot 253 on SP 163310	50691051
Lot 254 on SP 163310	50691052
Lot 255 on SP 163310	50691053
Lot 261 on SP 163310	50691054
Lot 262 on SP 163310	50691055
Lot 263 on SP 163310	50691056

ENLARGED PANEL

Lot on Plan Description	Title Reference
Lot 264 on SP 163310	50691057
Lot 265 on SP 163310	50691058
Lot 271 on SP 163310	50691059
Lot 272 on SP 163310	50691060
Lot 273 on SP 163310	50691061
Lot 274 on SP 163310	50691062
Lot 275 on SP 163310	50691063
Lot 281 on SP 163310	50691064
Lot 282 on SP 163310	50691065
Lot 283 on SP 163310	50691066
Lot 284 on SP 163310	50691067
Lot 291 on SP 163310	50691068
Lot 292 on SP 163310	50691069
Lot 293 on SP 163310	50691070
Lot 301 on SP 163310	50691071
Lot 302 on SP 163310	50691072
Lot 303 on SP 163310	50691073
Lot 304 on SP 163310	50691074
Lot 311 on SP 163310	50691075
Lot 312 on SP 163310	50691076
Lot 313 on SP 163310	50691077
Lot 321 on SP 163310	50691078
Lot 322 on SP 163310	50691079
Lot 323 on SP 163310	50691080
Lot 324 on SP 163310	50691081
Lot 331 on SP 163310	50691082
Lot 332 on SP 163310	50691083
Lot 333 on SP 163310	50691084
Lot 341 on SP 163310	50691085
Lot 342 on SP 163310	50691086
Lot 343 on SP 163310	50691087
Lot 344 on SP 163310	50691088

ENLARGED PANEL

Lot on Plan Description	Title Reference
Lot 351 on SP 163310	50691089
Lot 352 on SP 163310	50691090
Lot 361 on SP 163310	50691091
Lot 362 on SP 163310	50691092
Lot 363 on SP 163310	50691093
Lot 371 on SP 163310	50691094
Lot 372 on SP 163310	50691095
Lot 373 on SP 163310	50691096
Lot 381 on SP 163310	50691097
Lot 382 on SP 163310	50691098
Lot 391 on SP 163310	50691099
Lot 392 on SP 163310	50691100
Lot 393 on SP 163310	50691101
Lot 401 on SP 163310	50691102
Lot 402 on SP 163310	50691103
Lot 411 on SP 163310	50691104
Lot 412 on SP 163310	50691105
Lot 421 on SP 163310	50691106
Lot 422 on SP 163310	50691107
Lot 431 on SP 163310	50691108
Lot 432 on SP 163310	50691109
Lot 441 on SP 163310	50691110
Lot 442 on SP 163310	50691111
Lot 451 on SP 163310	50691112
Lot 452 on SP 163310	50691113
Lot 461 on SP 163310	50691114
Lot 462 on SP 163310	50691115

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 163310	540	301
Lot 2 on SP 163310	540	301
Lot 11 on SP 163310	595	648
Lot 12 on SP 163310	605	1237
Lot 13 on SP 163310	605	1048
Lot 14 on SP 198895	605	1472
Lot 21 on SP 163310	600	648
Lot 22 on SP 163310	590	383
Lot 31 on SP 163310	625	659
Lot 32 on SP 163310	575	454
Lot 33 on SP 163310	575	406
Lot 34 on SP 163310	595	636
Lot 35 on SP 163310	595	359
Lot 41 on SP 163310	630	636
Lot 42 on SP 163310	580	501
Lot 43 on SP 163310	580	454
Lot 44 on SP 163310	600	659
Lot 45 on SP 163310	570	301
Lot 51 on SP 163310	635	638
Lot 52 on SP 163310	585	503
Lot 53 on SP 163310	585	457
Lot 54 on SP 163310	635	663
Lot 55 on SP 163310	575	304
Lot 61 on SP 163310	640	642
Lot 62 on SP 163310	590	506
Lot 63 on SP 163310	590	459
Lot 64 on SP 163310	640	666
Lot 65 on SP 163310	580	306
Lot 71 on SP 163310	645	645
Lot 72 on SP 163310	595	510
Lot 73 on SP 163310	595	462
Lot 74 on SP 163310	645	668
Lot 75 on SP 163310	585	310
Lot 81 on SP 163310	650	648
Lot 82 on SP 163310	600	512
Lot 83 on SP 163310	600	466
Lot 84 on SP 163310	650	671
Lot 85 on SP 163310	590	313
Lot 91 on SP 163310	655	651
Lot 92 on SP 163310	605	515
Lot 93 on SP 163310	605	468

Lot on Plan	Contribution	Interest
Lot 94 on SP 163310	655	675
Lot 95 on SP 163310	595	315
Lot 101 on SP 163310	660	654
Lot 102 on SP 163310	610	519
Lot 103 on SP 163310	610	471
Lot 104 on SP 163310	660	677
Lot 105 on SP 163310	600	318
Lot 111 on SP 163310	665	657
Lot 112 on SP 163310	615	521
Lot 113 on SP 163310	615	475
Lot 114 on SP 163310	665	680
Lot 115 on SP 163310	605	322
Lot 121 on SP 163310	670	659
Lot 122 on SP 163310	620	524
Lot 123 on SP 163310	620	477
Lot 124 on SP 163310	670	684
Lot 125 on SP 163310	610	324
Lot 131 on SP 163310	675	663
Lot 132 on SP 163310	625	527
Lot 133 on SP 163310	625	480
Lot 134 on SP 163310	675	686
Lot 135 on SP 163310	615	327
Lot 141 on SP 163310	680	666
Lot 142 on SP 163310	630	531
Lot 143 on SP 163310	630	483
Lot 144 on SP 163310	680	689
Lot 145 on SP 163310	620	330
Lot 151 on SP 163310	685	668
Lot 152 on SP 163310	635	533
Lot 153 on SP 163310	635	486
Lot 154 on SP 163310	685	692
Lot 155 on SP 163310	625	333
Lot 161 on SP 163310	690	671
Lot 162 on SP 163310	640	536
Lot 163 on SP 163310	640	489
Lot 164 on SP 163310	690	695
Lot 165 on SP 163310	630	336
Lot 171 on SP 163310	695	675
Lot 172 on SP 163310	645	539
Lot 173 on SP 163310	645	492
Lot 174 on SP 163310	695	698
Lot 175 on SP 163310	635	339
Lot 181 on SP 163310	700	677

Lot on Plan	Contribution	Interest
Lot 182 on SP 163310	650	542
Lot 183 on SP 163310	650	494
Lot 184 on SP 163310	700	701
Lot 185 on SP 163310	640	341
Lot 191 on SP 163310	705	680
Lot 192 on SP 163310	655	545
Lot 193 on SP 163310	655	498
Lot 194 on SP 163310	705	703
Lot 195 on SP 163310	645	345
Lot 201 on SP 163310	710	684
Lot 202 on SP 163310	660	548
Lot 203 on SP 163310	660	501
Lot 204 on SP 163310	710	707
Lot 205 on SP 163310	650	348
Lot 211 on SP 163310	715	686
Lot 212 on SP 163310	665	550
Lot 213 on SP 163310	665	503
Lot 214 on SP 163310	715	710
Lot 215 on SP 163310	655	350
Lot 221 on SP 163310	720	689
Lot 222 on SP 163310	670	554
Lot 223 on SP 163310	670	506
Lot 224 on SP 163310	720	712
Lot 225 on SP 163310	660	354
Lot 231 on SP 163310	725	692
Lot 232 on SP 163310	675	557
Lot 233 on SP 163310	675	510
Lot 234 on SP 163310	725	715
Lot 235 on SP 163310	665	357
Lot 241 on SP 163310	730	695
Lot 242 on SP 163310	680	559
Lot 243 on SP 163310	680	512
Lot 244 on SP 163310	730	719
Lot 245 on SP 163310	670	359
Lot 251 on SP 163310	735	698
Lot 252 on SP 163310	685	563
Lot 253 on SP 163310	685	515
Lot 254 on SP 163310	735	754
Lot 255 on SP 163310	675	362
Lot 261 on SP 163310	740	701
Lot 262 on SP 163310	690	566
Lot 263 on SP 163310	690	519
Lot 264 on SP 163310	740	766

Lot on Plan	Contribution	Interest
Lot 265 on SP 163310	680	366
Lot 271 on SP 163310	745	703
Lot 272 on SP 163310	695	568
Lot 273 on SP 163310	695	521
Lot 274 on SP 163310	745	777
Lot 275 on SP 163310	685	368
Lot 281 on SP 163310	750	717
Lot 282 on SP 163310	760	1168
Lot 283 on SP 163310	750	745
Lot 284 on SP 163310	740	634
Lot 291 on SP 163310	755	729
Lot 292 on SP 163310	765	1184
Lot 293 on SP 163310	755	756
Lot 301 on SP 163310	760	740
Lot 302 on SP 163310	770	1201
Lot 303 on SP 163310	760	767
Lot 304 on SP 163310	750	640
Lot 311 on SP 163310	765	751
Lot 312 on SP 163310	775	1217
Lot 313 on SP 163310	765	778
Lot 321 on SP 163310	770	762
Lot 322 on SP 163310	780	1234
Lot 323 on SP 163310	770	789
Lot 324 on SP 163310	760	645
Lot 331 on SP 163310	775	773
Lot 332 on SP 163310	785	1250
Lot 333 on SP 163310	775	800
Lot 341 on SP 163310	780	784
Lot 342 on SP 163310	790	1267
Lot 343 on SP 163310	780	811
Lot 344 on SP 163310	770	651
Lot 351 on SP 163310	785	795
Lot 352 on SP 163310	835	2106
Lot 361 on SP 163310	790	806
Lot 362 on SP 163310	840	2134
Lot 363 on SP 163310	780	656
Lot 371 on SP 163310	795	817
Lot 372 on SP 163310	805	1356
Lot 373 on SP 163310	795	845
Lot 381 on SP 163310	800	828
Lot 382 on SP 163310	850	2356
Lot 391 on SP 163310	805	840
Lot 392 on SP 163310	815	1390

Lot on Plan	Contribution	Interest
Lot 393 on SP 163310	805	867
Lot 401 on SP 163310	810	851
Lot 402 on SP 163310	860	2284
Lot 411 on SP 163310	815	862
Lot 412 on SP 163310	865	2312
Lot 421 on SP 163310	870	2312
Lot 422 on SP 163310	820	900
Lot 431 on SP 163310	825	884
Lot 432 on SP 163310	875	2367
Lot 441 on SP 163310	880	2111
Lot 442 on SP 163310	880	2111
Lot 451 on SP 163310	885	2167
Lot 452 on SP 163310	885	2167
Lot 461 on SP 163310	900	3612
Lot 462 on SP 163310	900	3612
TOTALS	128000	140093

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by s48 of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been allocated having regard to:

- (i) The structure of the scheme;
- (ii) The nature, features and characteristics of the lots in the scheme; and
- (iii) 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 for the Scheme. Each lot starts with an entitlement of 500 and additional entitlements are added to recognise the above factors. Consequently, the CSLE for each Lot varies between a minimum of 540 and a maximum of 900. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a different burden on 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, 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 lot, therefore the structure of the scheme does not affect the CSLE.

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 and external walls and windows, roof, utility infrastructure and utility services and all artwork installed in the common property of the

above scheme. In allocation the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (iv) The external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra large surface area.
- (v) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (vi) Gross Floor Area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater the demand on the central air conditioning.

3. The Purpose for which the Lots are Used

The majority of lots in the scheme are used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The Scheme is a basic scheme and is not a subsidiary scheme.

The Scheme will not be further developed.

SCHEDULE C BY-LAWS**1 Definitions and interpretation**

1.1 In these By-laws the following words have the following meaning unless the context otherwise requires:

- (a) **Act:** the *Body Corporate and Community Management Act 1997* as amended from time to time if the Act is repealed, then the replacement Act;
- (b) **BBQ Area:** that part of the Common Property designated by the Body Corporate as an entertaining area with barbeque equipment installed;
- (c) **Body Corporate:** the Body Corporate created upon the establishment of the Scheme pursuant to the Act;
- (d) **Body Corporate Assets:** the equipment and other goods and chattels located on the Common Property owned by the Body Corporate;
- (e) **Body Corporate Manager:** the person appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate;
- (f) **Building:** the building and all improvements comprised in the Scheme;
- (g) **Building Manager:** the person appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties;
- (h) **Commercial Lots:** means Lots 1 and 2 in the Scheme;
- (i) **Committee:** the Committee of the Body Corporate appointed pursuant to the Act;
- (j) **Common Property:** the common property created upon establishment of the Scheme and being so much of the Building and land which is not comprised in any Lot;
- (k) **CMS:** the Community Management Statement for the Scheme;
- (l) **Improvement:** means the erection of a building, a structural change or a non-structural change of any kind;
- (m) **Land:** all the land referred to in the Building Format Plan for the Scheme;
- (n) **Letting Agent:** the person authorised by the Body Corporate at any time pursuant to the Act as a letting agent for the Scheme;
- (o) **Lot:** a Lot in the Scheme;
- (p) **Manager's Lot:** means Lot 31 in the Scheme;
- (q) **Occupier:** the occupier from time to time of a Lot;
- (r) **Owner:** the registered Owner from time to time of a Lot;
- (s) **Owner or Occupier's invitees:** each of the Owner or Occupier's officers, employees, agents, visitors, invitees, lessees and others claiming through or under the Owner or Occupier;
- (t) **Recreation Areas:** means the Swimming Pool Area, BBQ Area, gymnasium and tennis court;

- (u) **Regulations:** the *Body Corporate and Community Management (Accommodation Module) Regulation 1997* or such other Regulation module applying to the Scheme from time to time;
- (v) **Scheme:** Skyline Apartments Community Titles Scheme established pursuant to the Act; and
- (w) **Swimming Pool Area:** the swimming pool and adjacent areas.

1.2 In these By-laws, unless the context otherwise requires:

- (a) references to any right, power or authority of the Body Corporate or Committee to do anything extends to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on any Owner or Occupier not to do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Owner or Occupier's invitees;
- (d) any obligation on an Owner or Occupier to do any act or thing includes an obligation to ensure such act or thing is done by the Owner or Occupier's invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these By-laws;
- (i) derivatives of any word or expression defined in these By-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these By-laws must be given or obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

2 Applicability

2.1 If the Owner of a Lot is not its Occupier, that Owner must ensure that any Occupiers of the Lot (i.e. the tenants) are given notice of:

- (a) these By-laws at the time any tenancy, letting or lease arrangement is entered into; and
- (b) any amendments to these By-laws within one month of those amendments taking effect.

3 Communications

3.1 Owners and Occupiers must communicate with the committee and the body corporate manager in accordance with the following:

- (a) a reasonable and courteous manner, and not in any way which constitutes a nuisance, abusive or offensive;
- (b) written communication shall only be sent by pre-paid post or email at the address of the Body Corporate Manager. Accordingly, no email may be sent to the Committee personally unless the Committee or Body Corporate Manager invites this mode of written communication;

- (c) a maximum of one piece of written communication may be sent per week, unless the Committee or Body Corporate Manager invites additional written communication;
- (d) verbal communication shall only be made by telephone to the Body Corporate Manager unless the committee expressly invites verbal communication;
- (e) the Committee or Body Corporate Manager are permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;
- (f) the Committee and Body Corporate Manager must act reasonably in determining whether any communication requires a response including considering whether the communication repeats matters address in previous communications.

4 Application and approval process

- 4.1 When deciding whether to approve an application made by an Owner or Occupier (the **Applicant**) under these Bylaws, the Body Corporate may:
- (a) request the Applicant to provide all information reasonably required to make a decision;
 - (b) grant its approval on relevant conditions;
 - (c) refuse an application if the Applicant fails to provide any information reasonably necessary for the Body Corporate to make a decision within 28 days of a written request being made for specific information; or
 - (d) refuse any application which does not adhere to the By-laws or any relevant legislation.
- 4.2 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.
- 4.3 Any approval under these By-laws by the Body Corporate is invalid to the extent it is inconsistent with the Act or Regulation Module.

5 Tenancies

- 5.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as possible, give the Body Corporate notice of:
- (a) the name of the tenant and all other Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy; and
 - (d) the name and service address of the Owner's letting agent for the tenancy.
- 5.2 An Owner must take reasonable steps under any tenancy agreement that applies to their Lot to ensure their tenants abide by these By-laws, and to address any breach of these By-laws by their tenants.

6 Noise

- 6.1 An Owner or Occupier must not 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. In particular, no Owner or Occupier of a Lot shall hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or

night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997* as amended.

6.2 An Owner or Occupier must:

- (a) cause as little noise as is reasonably possible when leaving or returning to the building between the hours of 9.00 pm to 7.00 am; and
- (b) request the Owner or Occupier's invitees who leave or enter the Building after 9.00 pm to do so quietly.

6.3 In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier must take all practical means to minimise annoyance and disturbance to Owner or Occupiers of other Lots by using sound proofing insulation equipment, closing all doors, windows, curtains of their Lot and also take such further steps as may be within their power for the same purpose.

6.4 An Owner or Occupier:

- (a) of a Lot shall not operate or permit to be operated within the Scheme any radio, two-way radio, short-wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;
- (b) shall not play any musical instrument, use any radio or television set, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with the peaceful enjoyment of others Owner or Occupiers of Lots or any person lawfully using the Common Property.

7 Obstruction

7.1 An Owner or Occupier must not obstruct the lawful use of Common Property by any other person, and must not interfere with, or obstruct:

- (a) the Body Corporate Manager, the Building Manager or the Letting Agent from:
 - (i) performing their duties or exercising their rights; or
 - (ii) using any part of the Common Property designated by the Body Corporate for use by them.
- (b) the pathways and driveways of the Land or any easements giving access to and from the land for any purpose other than the reasonable ingress to and egress from the Owner or Occupier's Lot, the Building or the Land.

8 Vehicles and parking

8.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle or permit or allow a vehicle to stand on Common Property; or
- (b) permit their customers, servants, agents or other invitees to park a vehicle, or permit or allow a vehicle to stand on the common property in designated visitor parking areas for longer than the permitted time, namely 4 hours.

8.2 In the event that an Owner, Occupier or invitee breaches by-law 8.1, the Body Corporate may, at its discretion and via its duly appointed Committee, authorise and appoint a company ("Towing Company") to place an adhesive or other sticker ("the notification") on the offending vehicle requesting the Owner, Occupier or invitee to remove the offending vehicle from the prohibited area.

- 8.3 In this event the Body Corporate and its duly appointed Committee will NOT be responsible for any further actions associated with the placement of the adhesive notification. Any dispute will be a matter exclusively between the Owner or Occupier or invitee and the company exclusively.
- 8.4 In the event than an Owner or Occupier or invitee breaches by-law 8, then the Body Corporate may, at its discretion and via its duly appointed Committee, authorise and appoint the company to carry out the removal of such vehicle from the scheme land. In this event the Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such vehicle. Any dispute will be a matter exclusively between the Owner or Occupier or invitee and the company exclusively.
- 8.5 The Body Corporate and its duly appointed Committee will not be held liable for any charges, costs or invoices associated with the company's services. The matter will be exclusively between the owner, occupier, invitee and the company.
- 8.6 The Body Corporate and its duly appointed Committee will not be held liable for any action performed pursuant to the abovementioned by-laws.
- 8.7 Vehicles must be driven safely and at a safe speed according to signs displayed.
- 8.8 The attached basement plan Level D shows an area designated for car and bin washing (**Wash Bay**). Vehicles may only be in the Wash Bay while being washed and must be removed immediately after washing. The Wash Bay must not be used for parking. The Body Corporate may operate a booking system for the Wash Bay any may appoint the Building Manager to take the bookings.
- 8.9 The attached car parking plan level D shows the visitor and disabled car parking spaces. The visitor car parks must not be used by Owners or Occupiers of Lots. The disabled car parks may only be used by visitors who display the authorisation needed to use disabled car parks in Brisbane.
- 8.10 The attached car parking plan Level D shows a bay for a van (**Van Bay**). This area must not be used for occupant or visitor parking and is reserved only for deliveries to the Scheme Land and use by tradespeople. The Body Corporate may operate a booking system for the Van Bay and may appoint the Building Manager to take the bookings.
- 8.11 Car parking spaces in the Scheme Land may only be used by occupants of the Scheme and their bona fide visitors. Car parking spaces must not be leased or separately sold to any person who is not an Owner of the Scheme.
- 8.12 In the event that an Owner or Occupier or Invitee breaches by-law 8, then the Body Corporate may at its discretion and via its duly appointed Committee, authorise the deactivation of the FOB/Parking Gate Access.
- 8.13 The Body Corporate and its duly appointed Committee can tow owners and occupiers' vehicles parked in contravention of the by-laws without the need for a contravention notice or dispute application.
- 8.14 The Owner or Occupier must as soon as possible, give the Body Corporate notice of their vehicles make/model/registration so that a vehicle register can be created and maintained.

9 Damage to common property

- 9.1 An Owner or Occupier must not:
- (a) damage any lawn, garden, tree, shrub, plant or flower which is part of or situated on the Common Property;
 - (b) use for their own purpose as a garden any portion of the Common Property.

9.2 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface the Common Property and/or Body Corporate Assets except with the Body Corporate's written consent. This By-law does not prevent an Owner or Occupier, or person authorised by him, from installing:

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

where such device is first approved by the Body Corporate and is constructed and installed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner or Occupier and does not detract from the amenity of the Building.

10 Rubbish removal

10.1 The Body Corporate has the power to devise a rubbish removal system from time to time incorporating amongst other things:

- (a) permitted means and times for disposal;
- (b) disposal routes;
- (c) permitted pick-up areas (if any);
- (d) location of rubbish removal;
- (e) storage of rubbish;
- (f) regularity of rubbish removal;
- (g) segregation of rubbish; and
- (h) special rubbish requirements.

10.2 An Owner or Occupier must:

- (a) comply with all Government laws about disposal of rubbish;
- (b) comply with the rubbish removal system devised by the Body Corporate for rubbish removal from time to time under sub-clause 10.1; and
- (c) comply with the rubbish removal system devised by the Body Corporate for rubbish removal from the Scheme Land to the point of disposal.

10.3 An Owner or Occupier must:

- (a) not throw, or allow to fall, any paper, rubbish, refuse, cigarette butts or any other thing out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Building;
- (b) not deposit or throw upon the Common Property any rubbish, dirt, dust or other thing likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property;
- (c) except where the Body Corporate provides some other means of disposal of garbage, maintain and use within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition, an adequately covered receptacle for garbage;

- (d) when disposing of garbage through a garbage chute, ensure that:
 - (i) no bottles, paper or cardboard are thrown into the garbage chute;
 - (ii) all garbage is securely contained within a plastic garbage bag; and
 - (iii) the area surrounding the garbage chute is kept clean and tidy, with no uncovered garbage to be left
 - (iv) in the area;
- (e) dispose of all recyclable garbage only, according to the Brisbane City Council ordinances in the green recyclable bins provided;
- (f) ensure that the health, hygiene and comfort of the Owner or Occupier *of any* other Lot is not adversely affected by his disposal of garbage; and
- (g) comply with all reasonable directions of the Body Corporate Manager and Building Manager in relation to the disposal or recycling of garbage.

10.4 The Body Corporate will advise each Owner of its rubbish removal system. Each Owner will display in its Lot at all times a copy of any such rubbish removal system.

10.5 The Body Corporate is entitled to recover all costs as a result of any breach of By-law 10.3 by an Owner or Occupier of a Lot under By-law 39.

10.6 On occupancy, it is the responsibility of the Occupier to ensure that all packaging materials are removed off site and be aware that normal garbage facilities are not provided in this instance.

11 Keeping Lots clean

11.1 All Lots must be kept clean and all practicable steps must be taken to prevent infestation by vermin and/or insects.

12 Appearance of building

12.1 An Owner or Occupier will not, except with the Body Corporate's written consent:

- (a) make any change to his Lot whether internal or external which affects the external appearance of his Lot; or
- (b) hang anything (for example washing, towel, bedding, clothing or other article) or display anything (for example signs, advertisements, placards or banners) on any part of his Lot so as to be visible from outside the Building.

12.2 An Owner or Occupier must not hang or install curtains or other window coverings or install any fixtures which are visible from outside the Lot unless they are within the colour scheme and design which have been approved by the Body Corporate. An Owner or Occupier must not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of it approved by the Body Corporate. In giving such approvals, the Body Corporate must ensure, so far as practicable, that curtain backings and tinting used in any Lot presents a uniform appearance when viewed from outside the Building.

12.3 The development approval for the Scheme provides that the balconies and terraces for Lots must remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those that are clearly depicted on the drawings included in the development approval for the Scheme.

- 12.4 An Owner or Occupier of a Lot that contains a balcony, terrace, roof terrace or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, roof terrace or garden area, pot plant or planter box. An Owner or Occupier must take care when watering or carrying out any maintenance so as to cause minimum disturbance to other Owner or Occupiers. An Owner or Occupier must ensure that water (other than rain water) does not escape beyond the balcony, terrace, roof terrace or garden area.
- 12.5 An Owner or Occupier must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, roof terrace or garden area, pot or planter box:
- (a) are kept and maintained in good health and condition;
 - (b) do not extend beyond the boundaries of the Lot; and
 - (c) do not obstruct the views from another Lot or interfere with the use and enjoyment of another Lot.
- 12.6 The Owner or Occupiers of Lots 11,12,13,14, 31, 32, 33, 34 and 382, 461 and 462 will at the request of the Body Corporate (but not more often than once every six months) permit during the hours of 8:00am to 5:00pm the Body Corporate, its agents, and contractors to the balcony of the Lot for the purpose of attaching to and removal from the balcony, equipment to facilitate the cleaning the external façade of the building.

13 Use of external areas

- 13.1 An Owner or Occupier must not, (except with the Body Corporate's written consent and the obtaining of all other approvals required by law), install, construct, erect or affix anything whatsoever on the balcony roof terrace or external areas of his Lot. This includes signage for the Commercial Lots. The terms and conditions of the Body Corporate consent may be contained in a licence to be entered into between the Body Corporate and an Owner or Occupier.
- 13.2 Outside radio, satellite or television aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's written consent.
- 13.3 An Owner or occupier must not install any spa pool or anything similar on any balconies or terrace of Lot without first obtaining written approval from the Committee provided that the Committee must not approve any proposal to install a spa pool on a balcony or terrace where the proposed spa pool will exceed the maximum acceptable floor loading weights for the relevant balcony or terrace (as the case may be) and will not detrimentally effect the structural soundness of that balcony or terrace (as the case may be).

14 Windows

- 14.1 Windows in any Lot must be kept clean. Any damage must be reported to the Body Corporate.

15 Improvements

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

Examples -

- (a) *building a balcony out of a Lot into Common Property air space;*
- (b) *installing a clothesline on the Common Property;*
- (c) *making alterations to a garden on the Common Property; and/or*
- (d) *erecting a sign on the Common Property.*

15.2 An Occupier must not make any:

- (a) improvements to:
 - (i) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and Common Property;
 - (ii) doors, windows and associated fittings situated in a boundary wall separating a Lot from Common Property; or
 - (iii) roofing membranes that are not Common Property but that provide protection for Lots or Common Property; or
- (b) structural alterations to:
 - (i) foundation structures;
 - (ii) roofing structures providing protection; or
 - (iii) essential supporting framework, including load-bearing walls; or
- (c) alterations to utility infrastructure (including gas, water and electrical installations) within a Lot or the common property;

without the written approval of the Body Corporate.

15.3 An Owner or Occupier must not make any Improvement to, renovate or refurbish a Lot without the written approval of the Body Corporate.

Examples -

- (a) *adding or changing internal walls;*
- (b) *re-painting the Lot;*
- (c) *laying any floor covering;*
- (d) *enclosing balconies; and*
- (e) *air-conditioning units.*

15.4 If granted approval under this By-law, an owner or occupier of a Lot must ensure that all work is carried out in a good and workmanlike manner, and in accordance with the Building Code of Australia, any relevant Australian Standards and any conditions of approval imposed by the Body Corporate.

16 Hard flooring

16.1 The Owner or Occupier of a Lot must not install or cause or be installed hard flooring (i.e. timber, tiles) without:

- (a) the prior written approval of the Body Corporate; and
- (b) evidence that the installed hard surface will have adequate sound proofing/underlay and will provide a level of L'nT,w (dB) <50 or FIIC >60 between the lower or adjacent Lots. Details of L'nT,w/FIIC will be provided on a Skyline Apartment Renovation Guide.

FIIC-STC 70 Virtually Sound Proof

FIIC-STC 60 Superior Sound Proofing

FIIC-STC 50 International Building Code

FIIC-STC 40 Sound Proofing below most codes

Impact Isolation of Floors	2 Star	BCA	3 Star	4 Star	5 Star	6 Star
Between Tenancies L'nT,W (dB)	65	62	55	50	45	40

Table 1 below represents the typical impact floor performance and recommended criteria which can be used as a comparison to the measured level.

Table 1 Typical performance of Floor Systems and Recommended criteria

Floor Covering	Descriptor	Level
175mm concrete slab	L'nT,w	72
Medium-pile carpet with 10mm thick standard soft foam/felt underlay, 200mm thick concrete slab, suspended ceiling below	L'nT,w	30-35
Medium-pile carpet with 10mm thick standard soft foam/felt underlay, 200mm thick concrete slab, no ceiling below	L'nT,w	35-40
Hard floor surface on high-performance acoustic underlay system (full floating floor) with suspended ceiling below	L'nT,w	45
AAAC* 6 Star Rating floor	L'nT,w	40
AAAC* 5 Star Rating floor	L'nT,w	45
AAAC* 4 Star Rating floor	L'nT,w	50
AAAC* 3 Star Rating floor	L'nT,w	55
AAAC* 2 Star Rating floor	L'nT,w	65
Minimum standing in the Building Code of Australia (BCA) Acoustic Provisions	L'nT,w + CI	62

* The Association of Australian Acoustic Consultants (AAAC) has recently published a booklet entitled *Acoustic Star Ratings for Apartments and Townhouses*.

17 Movement of furniture, fittings and equipment

- 17.1 An Owner or Occupier must give at least 24 hours' notice to the Building Manager before any furniture, fittings, or equipment is moved in or out of a Lot. It must be moved in accordance with the Body Corporate's directions. This By-law will not apply if they can be safely and adequately moved by one person without damage to the Common Property or the property of other Owners or Occupiers.

18 Repairs

- 18.1 All repairs to any Lot must be carried out promptly and in a workmanlike manner by the Owner or Occupier. The Body Corporate may give notice to any Owner or Occupier regarding any aspect of their Lot requiring repair or

maintenance work, and may liaise with the Owner or Occupier in relation to the carrying out of the repair or maintenance work.

- 18.2 When an Owner or Occupier arranges for a contractor or tradesperson to perform works within their Lot, the contractor or tradesperson must work during normal office hours and on arrival, report to the reception desk and complete the information in the register, which is maintained for the Body Corporate by the Building Manager.

19 Notice of accident

- 19.1 An Owner or Occupier must give the Body Corporate prompt notice of any accident to, need for repair or defect in the water pipes, gas pipes, electrical installations, services or fixtures or the Common Property which comes to his knowledge. The Body Corporate will have authority, having regard to the urgency in the circumstances, to examine or make such repairs or renovations as may be necessary for the safety and preservation of the Building and as often as may be necessary.

20 Instructions to contractors

- 20.1 No Owner or Occupier will give instructions to Body Corporate contractors. All requests must be submitted in writing to the Body Corporate Manager, Building Manager or Secretary of the Body Corporate.

21 Storage of flammable liquids, etc

- 21.1 Except with the Body Corporate's written consent or as may otherwise be approved by the Body Corporate, an Owner or Occupier must not use or store any flammable chemical, liquid, gas or other flammable substance upon:
- (a) his Lot, except for those used or intended to be used for domestic purposes, or in the case of the Commercial Lots, commensurate with the permitted use of the Lot. Storage of liquid gas must not exceed 10kg and storage of any other flammable substance must not exceed 4 litres at any one time; or
 - (b) the Common Property, except for any such substance used or intended to be used in a fuel tank of a motor vehicle or internal combustion engine.

An Owner or Occupier must not without the written consent of the Body Corporate, bring on to, do or keep anything in his Lot or the Common Property which may invalidate, suspend or increase the premium for any insurance policy on the Building or any property on the Land or which may conflict with the laws and/or regulations relating to fires or any such insurance policy or the regulations or ordinances of any public authority for the time being in force.

- 21.2 By-laws 21.1 and 21.2 do not apply to any flammable substance used or stored by the Body Corporate Manager or Building Manager in performing their duties.

22 Water wastage

- 22.1 An Owner or Occupier must ensure that all water taps in his Lot or on the Common Property are properly turned off after use.

23 Water apparatus

- 23.1 The toilets, conveniences and other water apparatus (including waste pipes and drains) must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish, or other unsuitable substance may be deposited in them. Any costs or expenses resulting from damage or blockage to them from misuse or negligence must be borne by the Owner or Occupier.

24 Keeping of animals

- 24.1 An Owner or Occupier must not, except with the Body Corporate's written consent, keep or bring into their Lot or Common Property any animal. In addition to any other conditions imposed from time to time, the Body Corporate's consent is subject to:
- (a) the pet being properly groomed so as to prevent infestation of fleas etc.;
 - (b) the Owner or Occupier ensuring that the animal is controlled and carried (either by hand or via trolley) in all common areas (including lifts); and
 - (c) the Owner or Occupier ensuring that noise from the animal is kept to a minimum so as not to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.
- 24.2 Any consent given by the Body Corporate pursuant to this By-law can be withdrawn at any time if the Owner or Occupier fails or refuses to comply with the requirements contained in By-Law 24.1 or any other conditions imposed on an approval.

25 Infectious diseases

- 25.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Owner or Occupier of such Lot must:
- (a) give, or cause to be given, such notice and any other information which may also be required and give a copy of such notice and information to the Body Corporate; and
 - (b) reimburse the Body Corporate for expenses incurred in disinfecting the Building or the Common Property (where necessary) and replacing any articles or things the destruction of which may be rendered necessary by such disease.

26 Use of Lots

- 26.1 An Owner or Occupier must not use his Lot for any purpose which may be illegal or unlawful or be injurious to the reputation of the Scheme. In particular:
- (a) no Lot may be used in a way inconsistent with the development approvals for the Scheme or the Lot, as applicable from time to time;
 - (b) all Lots (other than the Commercial Lots and the Manager's Lot) must only be used for residential and ancillary home office purposes unless authorised by written consent of the Body Corporate;
 - (c) the use of each Commercial Lot must comply with the requirements of the local authority and any other authorities having jurisdiction over the relevant use;
 - (d) the Manager's Lot may in addition to residential purposes be used for letting Lots in the Scheme and performing the duties under the Building Management Agreement and Letting Authority, entered into by the Body Corporate;
 - (e) car spaces or storage spaces attached to a Lot must only be used for their specified purpose and must be kept tidy and free of litter; and
 - (f) an Owner or Occupier must not install or construct any fixture within or around the car space or storage space attaching to a Lot without the prior written approval of the Body Corporate.

- 26.2 An Owner or Occupier must, at his own cost, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any relevant authority.

27 Auction sale

- 27.1 An Owner may NOT conduct an auction on the Land without the Body Corporate's written approval and any directions given by the Body Corporate Manager or the Building Manager must be complied with.

28 Security of Lots

- 28.1 All doors and windows to any Lot must be securely fastened on all occasions when the Lot is left unoccupied.

29 Swimming pool

- 29.1 An Owner or Occupier must ensure that the Swimming Pool Area is not used:
- (a) by the Owner or Occupier's invitees unless accompanied by the Owner or Occupier;
 - (b) by children below the age of 13 years unless accompanied by an adult exercising effective control over them;
 - (c) between the hours of 7.00pm and 7.00am without the Body Corporate's consent; and
 - (d) in a manner that is likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.
- 29.2 An Owner or Occupier must also ensure that:
- (a) the instructions and rules as displayed in the pool area are obeyed;
 - (b) alcoholic beverages are not taken into or consumed;
 - (c) glass containers or receptacles of any type are not taken into; and
 - (d) caution is exercised at all times and there is no running, jumping, diving or splashing
- in or around the Swimming Pool Area.

- 29.3 An Owner or Occupier will not, without proper authority, operate, adjust or interfere with the operation of the swimming pool or any equipment associated with them or add any chemical or other substance to them.

- 29.4 The Body Corporate is empowered to change the times for the use of the swimming pool and related facilities.

30 BBQ Area

- 30.1 The Body Corporate is empowered to formulate a reservation system for Owners or Occupiers for use of the BBQ Area. The reservation system (once implemented) will be managed by the Building Manager.

- 30.2 An Owner or Occupier must ensure that the BBQ Area is not used:
- (a) by the Owner or Occupier's invitees unless accompanied by the Owner or Occupier;
 - (b) between the hours of 7.00pm and 7.00am without the Body Corporate's consent; and
 - (c) in a manner that is likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any

- (d) person lawfully using the Common Property.

30.3 An Owner or Occupier must also ensure that:

- (a) glass containers or receptacles of any type are not taken into the BBQ Area; and
- (b) the BBQ Area is left in a clean and tidy manner with all rubbish / refuse to be placed in garbage receptacles provide by the Body Corporate and that the barbeque is to be left clean and covered.
- (c) the instructions and rules as displayed in the BBQ area, are obeyed.

30.4 The Body Corporate is empowered to change the times for use of the BBQ Area.

31 Gymnasium

31.1 The Body Corporate is empowered to formulate a reservation system for Owners or Occupiers for use of the gymnasium. The reservation system (once implemented) would be managed by the Building Manager.

31.2 An Owner or Occupier must ensure that the gymnasium is not used:

- (a) by Owner Occupier's invitees unless accompanied by the Owner or Occupier;
- (b) by children below the age of 13 years unless accompanied by an adult exercising effective control over them;
- (c) between the hours of 9:00pm and 5:30am without the Body Corporate's consent; and
- (d) in a manner that is likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the common property.

31.3 An Owner or Occupier must also ensure that:

- (a) alcoholic beverages are not taken into or consumed in the gymnasium;
- (b) glass containers or receptacles of any type are not taken into the gymnasium;
- (c) instructions provided for the use of any gymnasium equipment are strictly observed; and
- (d) the instructions and rules displayed in the gymnasium area, are obeyed.

31.4 The Body Corporate is empowered to change the times for the use of the gymnasium.

32 Tennis court

32.1 The Body Corporate is empowered to formulate a reservation system for Owners or Occupiers for use of the tennis court. The reservation system (once implemented) will be managed by the Building Manager.

32.2 An Owner or Occupier must ensure that the tennis court is not used:

- (a) by the Owner or Occupier's invitees unless accompanied by the Owner or Occupier;
- (b) between the hours of 7.00pm and 7.00am without the Body Corporate's consent; and
- (c) in a manner that is likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

32.3 An Owner or Occupier must also ensure that:

- (a) the instructions and rules as displayed in the tennis court area are obeyed;
- (b) glass containers or receptacles of any type are not taken into the tennis court; and
- (c) the tennis court is left in a clean and tidy manner.

32.4 The Body Corporate is empowered to change the times for the use of the tennis court.

33 Exclusive Use - Level G

33.1 Pursuant to the provisions of the Act, Owner or Occupiers other than the Owner or Occupiers of the Commercial lots, are entitled to the exclusive use and enjoyment of that part of the Common Property located on Level G of the Building. The following conditions apply to the use of the Recreation Areas located on Level G:

- (a) the Recreation Areas must only be used for their intended purposes;
- (b) By-laws 29, 30, 31 and 32 relating to the use of the relevant Recreation Areas must be observed by Owners or Occupiers.

33.2 Notwithstanding the provisions of this By-law, the Body Corporate will continue to carry out its duties (including maintenance and operating duties) in respect of the Common Property on Level G.

34 Exclusive Use - Courtyards

34.1 Each Owner or Occupier for the time being of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment of the respective courtyards and garden areas as identified in schedule E and on the Exclusive Use Plan attached marked "EU313".

34.2 An Owner or Occupier to whom exclusive use is granted pursuant to this By-Law:

- (a) must use the area only for the purpose of a garden and outdoor area ancillary to the use of the Owner's or Occupier's Lot;
- (b) must not use the area so as to create a nuisance to other Owners or Occupiers of Lots in the Scheme;
- (c) must allow a representative of the Body Corporate to enter onto the Lot at any time for the purpose of
- (d) ensuring compliance with this By-law;
- (e) must keep any plants in the area in good condition and remove dead plants;
- (f) must keep the gardens reasonably free of weeds; and
- (g) must not change the landscaping Scheme or the type of plants without the written consent of the Body
- (h) Corporate.

34.3 The Owner or Occupier of the Lot is responsible for the following maintenance, repair and replacement obligations relating to the courtyards and garden areas for that Lot:

- (a) all maintenance and replacement of soft landscaping and plants;
- (b) all maintenance, repair and replacement of paving within fences around the exclusive use areas;

- (c) internal painting of fences around the exclusive use areas; and
- (d) maintaining and repairing non-structural improvements in the exclusive use area, but not the fences around
- (e) the exclusive use areas.

34.4 The Body Corporate is responsible for the maintenance, repair and replacement obligations relating to the courtyards and garden areas for Lots that are not the responsibility of the Owner or Occupier.

35 Exclusive Use - Storage Spaces

35.1 Each Owner or Occupier for the time being of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment of the respective storage space as identified in Schedule E and on the Exclusive Use Plan attached marked "EU311".

35.2 The original Owner or Occupier for the Scheme is authorised to allocate to Lots the exclusive use of storage spaces. To make allocations under this By-law, the original Owner or Occupier must give the Body Corporate:

- (a) an exclusive use plan that identifies the storage spaces for which use is to be allocated;
- (b) a written notice that states the Lots for which exclusive use storage spaces are to be allocated and the storage spaces to be respectively allocated for the exclusive use of those Lots; and
- (c) if necessary for a valid allocation, written consent to the allocations from the registered Owners or Occupier(s) of the relevant Lots.

35.3 The original Owner or Occupier can make allocations under this By-law any number of times.

35.4 Owners or Occupiers may agree to reallocate exclusive use storage spaces in the way allowed under the Act.

35.5 The Body Corporate must take all steps required to finalise the authorised allocations and agreed reallocations of exclusive use storage spaces.

35.6 The Owners or Occupiers with exclusive use rights are responsible for cleaning and maintaining their exclusive use storage spaces. By-laws about cleaning, pest control and rubbish removal for Lots also apply to the exclusive use storage spaces. The Body Corporate is responsible for structural maintenance of the exclusive use storage spaces.

36 Exclusive Use - Carparks

36.1 Each Owner or Occupier for the time being of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment of the respective car park as identified in Schedule E and on the Exclusive Use Plan attached marked "EU975".

36.2 The original Owner or Occupier for the Scheme is authorised to allocate to Lots the exclusive use of car parks. To make allocations under this By-law, the original Owner or Occupier must give the Body Corporate:

- (a) an exclusive use plan that identifies the car parks for which exclusive use is to be allocated;
- (b) a written notice that states the Lots for which exclusive use car parks are to be allocated and the car parks to be respectively allocated for the exclusive use of those Lots; and
- (c) if necessary for a valid allocation, written consent to the allocations from the registered Owner or Occupier(s) of the relevant Lots.

- 36.3 The original Owner Occupier can make allocations under this By-law any number of times.
- 36.4 Owners or Occupiers may agree to reallocate exclusive use car parks in the way allowed under the Act.
- 36.5 The Body Corporate must take all steps required to formalise authorised allocations and agreed reallocations of exclusive use car parks.
- 36.6 Subject to By-law 36.11, exclusive use car parks may only be used for parking: bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four-wheel drive vehicles.
- 36.7 A bicycle, vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.
- 36.8 A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- 36.9 The Body Corporate is responsible for cleaning, maintaining and repairing the exclusive use car parks, other than:
- (a) cleaning or repair required because of a breach of this By-law by the Owner or Occupier or occupier of the relevant Lot; and
 - (b) the removal of grease and oil stains and spills.
- 36.10 As far as reasonably possible without damaging the car park surface, the Owner or Occupier must keep its exclusive use car park free of grease and oil stains and spills.
- 36.11 Where the original Owner or Occupier has installed a storage unit for the benefit of an Owner or Occupier within an exclusive use car park, then that part of the exclusive use car park can be used by the Owner or Occupier for general storage purposes and By-law 35.6 shall apply to this portion of the exclusive use car park.

37 Exclusive Use - each level of the Building

- 37.1 Pursuant to the provisions of the Act, Owner or Occupiers on each level of the Building are entitled to the exclusive use and enjoyment of that part of the Common Property comprising the foyers on their respective levels so that a security system can ensure that only authorised persons may access each level.
- 37.2 For the purposes of this By-law, "authorised persons" are those who live on the level, invited by an Owner or Occupier to visit them, Body Corporate contractors and the Building Manger.
- 37.3 Notwithstanding the provisions of this By-law, the Body Corporate will continue to maintain the Common Property on each of the levels of the Building.
- 37.4 "Authorised persons" and their invitees are to adhere to the "no Smoking/No Vapour/No Vaping/No E-cigarettes" policy in all Exclusive Use-Common Property and refrain from eating food/consuming beverages in the main foyer area.

38 Air conditioners

- 38.1 If there is an air conditioner that is for a Lot only, then:
- (a) an Owner or Occupier must keep it maintained in good condition and have it serviced according to the manufacturers recommendations; and

- (b) any external part of the air conditioner must be screened with material consistent with that part of the Building façade.

This applies even if the air conditioner (or part of it) is on Common Property.

- 38.2 An Owner or Occupier must not have an individual air conditioner that is mounted on the exterior of the Building.
- 38.3 The Body Corporate may allocate or authorise an Owner or Occupier to exclusively occupy that part of the Common Property on which air conditioning equipment is located.

39 Communications equipment

- 39.1 The Body Corporate recognises that there may be an agreement in place with a communication's carrier for the installation of cabling, wiring, conducting, amplifiers and other necessary equipment required for the provision of services to the Building and each Lot. The Body Corporate must:
 - (a) allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable Owners and Occupiers at their cost to connect to such services; and
 - (b) provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to facilitate the instalment on the Common Property.

40 Security system

- 40.1 The Body Corporate has authority to operate a security system for the Land, including the implementation of security procedures and equipment designed to prevent entry of the Land. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 40.2 An Owner or Occupier must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 40.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused, directly or indirectly, by:
 - (a) the security system not working, or not working properly or as well as it could work; or
 - (b) somebody making an unauthorised entry on to the Land.
- 40.4 If the Body Corporate, restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, it may make such a number of keys or operating systems as it determines available to Owners or Occupiers, free of charge. Thereafter, the Body Corporate may, at its discretion, make additional numbers thereof available to Owners or Occupiers upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 40.5 An Owner or Occupier to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, license or other agreement for the occupancy of a Lot) to ensure its return to the Owner or Occupier or the Body Corporate upon that person ceasing to be an Occupier.
- 40.6 An Owner or Occupier into whose possession any key or operating system has come must not, without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Owner or Occupier and that they are not disposed of except than by returning them to the Body Corporate.

40.7 An Owner or Occupier who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be borne by that Owner or Occupier.

40.8 The Body Corporate may make keys or operative systems available to anyone having rights under the CMS.

41 Fire control

41.1 An Owner or Occupier must not use or interfere with any fire safety equipment, except in the case of an emergency, and must not obstruct any fire stairs or fire escape.

41.2 The Body Corporate or an Owner or Occupier must, with respect to the Scheme or the Lot, as appropriate:

- (a) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;
- (b) ensure that all adequate equipment is obtained and maintained so as to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
- (c) take all reasonable steps to ensure compliance with fire laws with respect to the Scheme or the Lot.

41.3 An Owner or Occupier must take all reasonable care to avoid setting off smoke detectors installed in their Lot or on the Common Property. The Body Corporate is entitled to recover any costs levied by the fire brigade or other relevant authority from any Owner or Occupier responsible for false activations of the fire alarm.

42 Bulk supply of utility

42.1 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, gas 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 except for gas which may be metered by a single utility meter;
- (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 same rate 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 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) if a proper utility account is not paid by its due date for payment, the Body Corporate will be entitled to:

- (i) recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due; and/or
 - (ii) disconnect the supply of utility to the relevant Lot;
- (i) 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
- (j) the Body Corporate must, from time to time, determine the amount of 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 under paragraph.

43 Recovery of costs

- 43.1 An Owner or Occupier may be required to pay the Body Corporate's costs and expenses incurred in connection with:
- (a) recovering levies or other money payable to the Body Corporate pursuant to the Act duly levied upon the relevant Owner or Occupier by the Body Corporate or otherwise pursuant to these By-laws;
 - (b) all legal or other proceedings concluded in favour of the Body Corporate taken by or against the relevant Owner or Occupier;
 - (c) any damage to the Common Property or personal property vested in the Body Corporate which is caused or contributed to by the relevant Owner or Occupier or the Owner or Occupier's invitees;
 - (d) any damage caused by a breach of the Act or of these By-laws by any Owner or Occupier or the Owner or Occupier's invitees.
- 43.2 The amount of any such costs will be deemed to be liquidated debt due by the Owner or Occupier to the Body Corporate.
- 43.3 If an Owner or Occupier fails to pay the costs and expenses incurred, the Body Corporate may:
- (a) take action for the recovery of those costs; and/or
 - (b) enter such costs and expenses against the levy account with respect to the relevant Lot.
- 43.4 If a contribution levied pursuant to the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.
- 43.5 In this By-law, references to an Owner or Occupier will include a reference to a mortgagee in possession of an Owner or Occupier's Lot.

44 Letter boxes

- 44.1 An Owner or Occupier must ensure that his letter box (if one is provided) is regularly cleared and any unwanted material properly disposed of.

45 Foyer access

- 45.1 Foyer access is for pedestrians only. All bicycles and the like, whether escorted or mounted, must only enter the building via the carpark vehicular access.

46 Smoking

46.1 An owner must not smoke or permit any Owner, Occupier or Invitees to smoke in the following areas:

- (a) On common property whether that area is enclosed, partially or substantially enclosed or an open area;
- (b) Within four metres of any entrance or open window of an area of the common property;
- (c) Smoking is only permitted within the enclosed confines or area of a Lot and not on balconies associated with the lot, or common property;
- (d) The owner, occupier or invitee must take reasonable steps to ensure that smoke drift does not cause nuisance or hazard to persons in neighbouring lots or common property.

47 Behaviour of Owners, Occupiers and invitees

47.1 An Owner, Occupier or invitee of a Lot when on Common Property must be adequately clothed and must not use language or behaviour in a manner likely to cause offence or embarrassment to the Owner, Occupier or invitee of another Lot or to any person lawfully using Common Property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. Location Services Diagram

The services Location Diagram for the Scheme is **attached** and marked "A".

2. Lots affected by Statutory Easement

Lot on Plan	Statutory Easements
Lot 1 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 2 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 11 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 12 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 13 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 14 on SP 198895	Support and services including hydraulic services and exhaust system
Lot 21 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 22 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 31 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 32 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 33 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 34 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 35 on SP 163310	Support, shelter and services including hydraulic services and exhaust system and exhaust system
Lot 41 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 42 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 43 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 44 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 45 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 51 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 52 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 53 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 54 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 55 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 61 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 62 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 63 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 64 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 65 on SP 163310	Support and services including hydraulic services and exhaust system

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Lot on Plan	Statutory Easements
Lot 361 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 362 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 363 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 371 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 372 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 373 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 381 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 382 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 391 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 392 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 393 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 401 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 402 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 411 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 412 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 421 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 422 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 431 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 432 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 441 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 442 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 451 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 452 on SP 163310	Support and services including hydraulic services and exhaust system
Lot 461 on SP 163310	Shelter
Lot 462 on SP 163310	Shelter
Common Property	Support and services including hydraulic services and exhaust system

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lots with exclusive use of Courtyards – by-law 34

Lot Number	Exclusive Use Area	Purpose
Lot 11 on SP 163310	CY11	Courtyard
Lot 12 on SP 163310	CY12	Courtyard
Lot 13 on SP 163310	CY13	Courtyard
Lot 14 on SP 198895	CY14	Courtyard

Lots with exclusive use of storage spaces – by-law 35

Lot Number	Exclusive Use Area	Purpose
Lot 11 on SP 163310	SB16	Storage Space
Lot 12 on SP 163310	SB 30	Storage Space
Lot 14 on SP 198895	SB 41	Storage Space
Lot 31 on SP 163310	SB 1, SB 2, SB 10, SB 19, SB 22, SB 82, SB 84, SB 86, SB 87, SB 90, SB 91, SB 97, SB 99, and SB 105	Storage Space
Lot 33 on SP 163310	SB 29	Storage Space
Lot 52 on SP 163310	SB 63	Storage Space
Lot 61 on SP 163310	SB 7	Storage Space
Lot 73 on SP 163310	SB 71	Storage Space
Lot 82 on SP 163310	SB 34	Storage Space
Lot 94 on SP 163310	SB75	Storage Space
Lot 111 on SP 163310	SB 102 and SB 103	Storage Space
Lot 114 on SP 163310	SB 76	Storage Space
Lot 123 on SP 163310	SB 92	Storage Space
Lot 124 on SP 163310	SB 95	Storage Space
Lot 132 on SP 163310	SB 31	Storage Space
Lot 134 on SP 163310	SB 89	Storage Space
Lot 161 on SP 163310	SB 37	Storage Space
Lot 164 on SP 163310	SB 73	Storage Space
Lot 165 on SP 163310	SB 101	Storage Space
Lot 171 on SP 163310	SB 46	Storage Space
Lot 174 on SP 163310	SB 85	Storage Space
Lot 182 on SP 163310	SB 98	Storage Space

Lot Number	Exclusive Use Area	Purpose
Lot 184 on SP 163310	SB 38	Storage Space
Lot 211 on SP 163310	SB 36	Storage Space
Lot 213 on SP 163310	SB 4	Storage Space
Lot 224 on SP 163310	SB 17 and SB 18	Storage Space
Lot 225 on SP 163310	SB 23	Storage Space
Lot 231 on SP 163310	SB 6	Storage Space
Lot 232 on SP 163310	SB 70	Storage Space
Lot 233 on SP 163310	SB 44	Storage Space
Lot 243 on SP 163310	SB 69	Storage Space
Lot 261 on SP 163310	SB 35	Storage Space
Lot 271 on SP 163310	SB 5	Storage Space
Lot 281 on SP 163310	SB 12	Storage Space
Lot 282 on SP 163310	SB 67	Storage Space
Lot 302 on SP 163310	SB 94 and SB 96	Storage Space
Lot 304 on SP 163310	SB 78	Storage Space
Lot 312 on SP 163310	SB 48, SB 49 and SB 50	Storage Space
Lot 323 on SP 163310	SB 32	Storage Space
Lot 324 on SP 163310	SB 64	Storage Space
Lot 332 on SP 163310	SB 74	Storage Space
Lot 333 on SP 163310	SB 33	Storage Space
Lot 341 on SP 163310	SB 93	Storage Space
Lot 344 on SP 163310	SB 81	Storage Space
Lot 361 on SP 163310	SB 8	Storage Space
Lot 362 on SP 163310	SB 13 and SB 27	Storage Space
Lot 371 on SP 163310	SB 39, SB 61, and SB 62	Storage Space
Lot 372 on SP 163310	SB 45	Storage Space
Lot 382 on SP 163310	SB 24, SB 25, SB 26, SB 28, SB 80, and SB 83	Storage Space
Lot 391 on SP 163310	SB 88 and SB 56	Storage Space
Lot 392 on SP 163310	SB 59	Storage Space
Lot 402 on SP 163310	SB 20	Storage Space
Lot 421 on SP 163310	SB 53 and SB 104	Storage Space
Lot 422 on SP 163310	SB 42	Storage Space
Lot 432 on SP 163310	SB 11, SB 51, and SB 52	Storage Space

Lot Number	Exclusive Use Area	Purpose
Lot 441 on SP 163310	SB 47 and SB 55	Storage Space
Lot 442 on SP 163310	SB 14 and SB 15	Storage Space
Lot 461 on SP 163310	SB 66, SB 68, SB 77, and SB 100	Storage Space
Lot 462 on SP 163310	SB 40, SB 43, SB 57, SB 58, and SB 60	Storage Space

Lots with exclusive use of car parks – By-law 36

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 163310	CP 14	Car park and storage space
Lot 2 on SP 163310	CP 16	Car park and storage space
Lot 11 on SP 163310	CP 44	Car park and storage space
Lot 12 on SP 163310	CP 94 and CP 95	Car park and storage space
Lot 13 on SP 163310	CP 149 and CP 150	Car park and storage space
Lot 14 on SP 198895	CP 93	Car park and storage space
Lot 14 on SP 198895	CP 100	Car park
Lot 21 on SP 163310	CP 8	Car park
Lot 31 on SP 163310	CP 43	Car park
Lot 32 on SP 163310	CP 106	Car park and storage space
Lot 33 on SP 163310	CP 96	Car park
Lot 34 on SP 163310	CP 184	Car park and storage space
Lot 35 on SP 163310	CP 195	Car park and storage space
Lot 41 on SP 163310	CP 42	Car park and storage space
Lot 42 on SP 163310	CP 111	Car park and storage space
Lot 43 on SP 163310	CP 192	Car park
Lot 44 on SP 163310	CP 33	Car park and storage space
Lot 45 on SP 163310	CP 58A	Car park and storage space
Lot 51 on SP 163310	CP 223	Car park and storage space
Lot 52 on SP 163310	CP 155	Car park
Lot 53 on SP 163310	CP 154	Car park
Lot 54 on SP 163310	CP 46	Car park and storage space
Lot 61 on SP 163310	CP 20 and CP 21	Car park
Lot 62 on SP 163310	CP 159	Car park and storage space
Lot 63 on SP 163310	CP 158	Car park
Lot 64 on SP 163310	CP 13	Car park and storage space

Lot on Plan	Exclusive Use Area	Purpose
Lot 71 on SP 163310	CP 232	Car park and storage space
Lot 72 on SP 163310	CP 146	Car park and storage space
Lot 73 on SP 163310	CP 3	Car park
Lot 74 on SP 163310	CP 193	Car park and storage space
Lot 81 on SP 163310	CP 231	Car park and storage space
Lot 82 on SP 163310	CP 136	Car park and storage space
Lot 83 on SP 163310	CP 204	Car park and storage space
Lot 84 on SP 163310	CP 78	Car park and storage space
Lot 91 on SP 163310	CP 233	Car park and storage space
Lot 92 on SP 163310	CP 157	Car park
Lot 93 on SP 163310	CP 220	Car park
Lot 94 on SP 163310	CP 205	Car park
Lot 101 on SP 163310	CP 182	Car park and storage space
Lot 102 on SP 163310	CP 160	Car park
Lot 103 on SP 163310	CP 219	Car park
Lot 104 on SP 163310	CP 170	Car park and storage space
Lot 105 on SP 163310	CP 222B	Car park
Lot 111 on SP 163310	CP 69	Car park and storage space
Lot 112 on SP 163310	CP 176	Car park and storage space
Lot 113 on SP 163310	CP 153	Car park
Lot 114 on SP 163310	CP 191	Car park
Lot 121 on SP 163310	CP 24	Car park
Lot 122 on SP 163310	CP 194	Car park and storage space
Lot 123 on SP 163310	CP 188 and CP 189	Car park
Lot 124 on SP 163310	CP 226	Car park and storage space
Lot 131 on SP 163310	CP 130	Car park
Lot 132 on SP 163310	CP 132	Car park
Lot 133 on SP 163310	CP 190	Car park
Lot 134 on SP 163310	CP 211	Car park
Lot 141 on SP 163310	CP 60	Car park
Lot 142 on SP 163310	CP 135	Car park and storage space
Lot 143 on SP 163310	CP 210	Car park
Lot 144 on SP 163310	CP 28	Car park

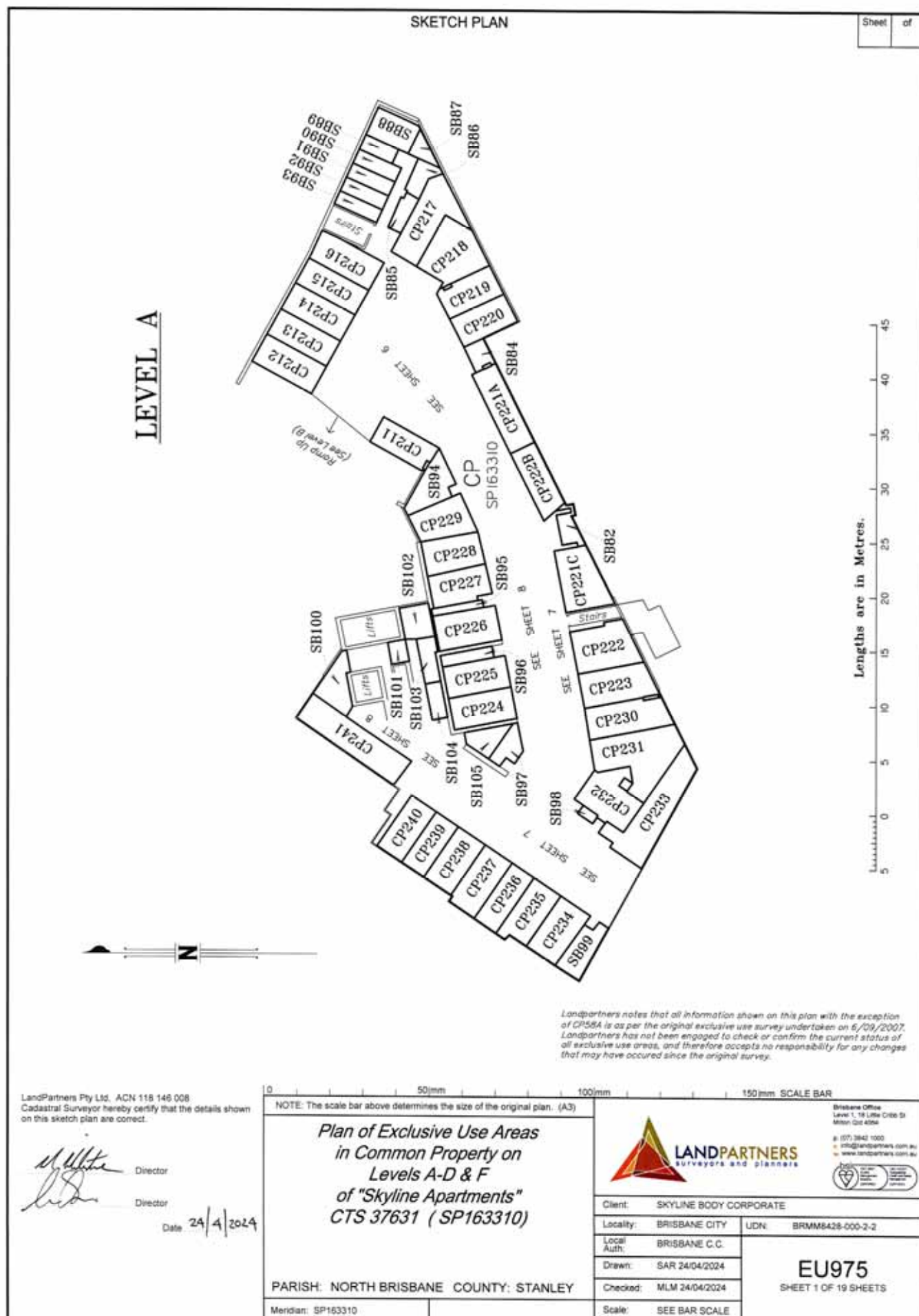
Lot on Plan	Exclusive Use Area	Purpose
Lot 151 on SP 163310	CP 22	Car park
Lot 152 on SP 163310	CP 79	Car park and storage space
Lot 153 on SP 163310	CP 1	Car park
Lot 154 on SP 163310	CP 229	Car park
Lot 155 on SP 163310	CP 230	Car park and storage space
Lot 161 on SP 163310	CP 68	Car park
Lot 162 on SP 163310	CP 201	Car park and storage space
Lot 163 on SP 163310	CP 2	Car park
Lot 164 on SP 163310	CP 185	Car park and storage space
Lot 171 on SP 163310	CP 126	Car park and storage space
Lot 172 on SP 163310	CP 183	Car park and storage space
Lot 173 on SP 163310	CP 145	Car park and storage space
Lot 174 on SP 163310	CP 200	Car park and storage space
Lot 181 on SP 163310	CP 67	Car park
Lot 182 on SP 163310	CP 227	Car park and storage space
Lot 183 on SP 163310	CP 216	Car park
Lot 184 on SP 163310	CP 59	Car park
Lot 191 on SP 163310	CP 27	Car park and storage space
Lot 192 on SP 163310	CP 202	Car park and storage space
Lot 193 on SP 163310	CP 228	Car park
Lot 194 on SP 163310	CP 97	Car park and storage space
Lot 201 on SP 163310	CP 222	Car park and storage space
Lot 202 on SP 163310	CP 81	Car park and storage space
Lot 203 on SP 163310	CP 131	Car park
Lot 204 on SP 163310	CP 54	Car park and storage space
Lot 205 on SP 163310	CP 236	Car park
Lot 211 on SP 163310	CP 88	Car park and storage space
Lot 212 on SP 163310	CP 80	Car park and storage space
Lot 213 on SP 163310	CP 4	Car park
Lot 214 on SP 163310	CP 12	Car park
Lot 215 on SP 163310	CP 235	Car park and storage space
Lot 221 on SP 163310	CP 172	Car park and storage space
Lot 222 on SP 163310	CP 173	Car park and storage space

Lot on Plan	Exclusive Use Area	Purpose
Lot 223 on SP 163310	CP 58	Car park and storage space
Lot 224 on SP 163310	CP 57	Car park and storage space
Lot 231 on SP 163310	CP 15	Car park
Lot 232 on SP 163310	CP 203	Car park and storage space
Lot 233 on SP 163310	CP 7	Car park
Lot 234 on SP 163310	CP 23	Car park
Lot 241 on SP 163310	CP 9	Car park
Lot 242 on SP 163310	CP 214	Car park and storage space
Lot 243 on SP 163310	CP 221A	Car park
Lot 244 on SP 163310	CP 53	Car park and storage space
Lot 245 on SP 163310	CP 221C	Car park
Lot 251 on SP 163310	CP 181	Car park and storage space
Lot 252 on SP 163310	CP 212	Car park and storage space
Lot 253 on SP 163310	CP 152	Car park
Lot 254 on SP 163310	CP 45	Car park and storage space
Lot 261 on SP 163310	CP 108	Car park and storage space
Lot 262 on SP 163310	CP 213	Car park and storage space
Lot 263 on SP 163310	CP 156	Car park
Lot 264 on SP 163310	CP 151	Car park and storage space
Lot 265 on SP 163310	CP 237	Car park
Lot 271 on SP 163310	CP 19	Car park
Lot 272 on SP 163310	CP 180	Car park and storage space
Lot 273 on SP 163310	CP 238	Car park
Lot 274 on SP 163310	CP 5 and CP 6	Car park
Lot 275 on SP 163310	CP 26	Car park and storage space
Lot 281 on SP 163310	CP 29	Car park
Lot 282 on SP 163310	CP 165 and CP 166	Car park
Lot 283 on SP 163310	CP 25	Car park and storage space
Lot 283 on SP 163310	CP 234	Car park
Lot 284 on SP 163310	CP 144	Car park
Lot 291 on SP 163310	CP 104	Car park
Lot 292 on SP 163310	CP 217 and CP 218	Car park and storage space
Lot 293 on SP 163310	CP 174	Car park and storage space

Lot on Plan	Exclusive Use Area	Purpose
Lot 301 on SP 163310	CP 47	Car park and storage space
Lot 302 on SP 163310	CP 224 and CP225	Car park
Lot 303 on SP 163310	CP 175	Car park
Lot 304 on SP 163310	CP 206	Car park
Lot 311 on SP 163310	CP 105	Car park and storage space
Lot 312 on SP 163310	CP 112, CP 113, and CP 114	Car park and storage space
Lot 313 on SP 163310	CP 196 and CP 197	Car park and storage space
Lot 321 on SP 163310	CP 171	Car park and storage space
Lot 322 on SP 163310	CP 161 and CP 162	Car park and storage space
Lot 323 on SP 163310	CP 107	Car park and storage space
Lot 324 on SP 163310	CP 207	Car park
Lot 331 on SP 163310	CP 147 and CP 148	Car park
Lot 332 on SP 163310	CP 186 and CP 187	Car park and storage space
Lot 333 on SP 163310	CP 89 and CP 90	Car park
Lot 341 on SP 163310	CP 91 and CP 92	Car park
Lot 342 on SP 163310	CP 35 / 36	Car park and storage space
Lot 343 on SP 163310	CP 10 / 11	Car park and storage space
Lot 344 on SP 163310	CP 82	Car park
Lot 351 on SP 163310	CP 48	Car park and storage space
Lot 352 on SP 163310	CP 55, CP 56, CP 61, CP 62 and CP 63	Car park and storage space
Lot 361 on SP 163310	CP 17 and CP 18	Car park
Lot 362 on SP 163310	CP 34	Car park and storage space
Lot 362 on SP 163310	CP 39, CP 40, CP 41	Car park
Lot 363 on SP 163310	CP 215	Car park and storage space
Lot 371 on SP 163310	CP 124 and CP 125	Car park
Lot 372 on SP 163310	CP 127, CP 128, and CP 129	Car park and storage space
Lot 373 on SP 163310	CP 208 / 209	Car park and storage space
Lot 381 on SP 163310	CP 49 and CP 50	Car park and storage space
Lot 382 on SP 163310	CP 70, CP 71 and CP 72	Car park and storage space
Lot 382 on SP 163310	CP 73 and CP 74	Car park
Lot 391 on SP 163310	CP 133 and CP 134	Car park and storage space
Lot 392 on SP 163310	CP 109	Car park and storage space
Lot 392 on SP 163310	CP 142 and CP 143	Car park

Lot on Plan	Exclusive Use Area	Purpose
Lot 393 on SP 163310	CP 75	Car park
Lot 393 on SP 163310	CP 110	Car park and storage space
Lot 401 on SP 163310	CP 140 / 141	Car park and storage space
Lot 402 on SP 163310	CP 51 and CP 52	Car park and storage space
Lot 402 on SP 163310	CP 64, CP 65, and CP 66	Car park
Lot 411 on SP 163310	CP 198 and CP 199	Car park and storage space
Lot 412 on SP 163310	CP 83 and 84	Car park and storage space
Lot 412 on SP 163310	CP 85, CP 86, and CP 87	Car park
Lot 421 on SP 163310	CP 137, CP 138, CP 139 , CP 239 and CP 240	Car park
Lot 422 on SP 163310	CP 98 and CP 99	Car park
Lot 431 on SP 163310	CP 163 and CP 164	Car park and storage space
Lot 432 on SP 163310	CP 30, CP 31, CP 121, CP 122, and CP 123	Car park
Lot 441 on SP 163310	CP 118, CP 119, and CP 120	Car park
Lot 442 on SP 163310	CP 32, CP 37, and CP 38	Car park
Lot 451 on SP 163310	CP 115, CP 116, and CP 117	Car park and storage space
Lot 452 on SP 163310	CP 177, CP 178 and CP 179	Car park and storage space
Lot 461 on SP 163310	CP 241, CP 167, CP 168, and CP 169	Car park
Lot 462 on SP 163310	CP 101, CP 102, and CP 103	Car park

Form WSU 049/11 Issue No.1 Dated 1.7.98	SKETCH PLAN	Sheet of 										
LEVEL G												
<i>All boundaries have been measured to centreline of walls unless stated otherwise.</i> <i>Note: No wall exists between stations A-B.</i>												
Lengths are in Metres. 												
LandPartners Limited, ACN 118 146 008 Cadastral Surveyor hereby certifies that the details on this sketch plan are correct. Date: 07/09/07.	NOTE: The scale bar above determines the size of the original plan. (A3) Plan of Exclusive Use CY11 to CY14 in Common Property on Level G of CTS (SP163310)	 LANDPARTNERS built environment consultants Level 3 155 Melbourne Street South Brisbane Queensland 4101 PO Box 2818 South Brisbane BC Queensland 4101 p: (07) 3842 1000 f: (07) 3842 1001 info@landpartners.com.au www.landpartners.com.au										
PASSED & ENDORSED BY: LANDPARTNERS LIMITED ACN 118 146 008 SIGNED: DATE: 7.9.07 DESIGNATION: Liaison Officer	PARISH: NORTH BRISBANE COUNTY: STANLEY Meridian: SP163310 Map: 9543-33313 Title:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Client: SKYLINE JOINT VENTURE</td> </tr> <tr> <td>Locality: BRISBANE CITY</td> <td>File / Plan: 306300-J9 / AF 3063-00-018b</td> </tr> <tr> <td>Local Auth: BRISBANE C.C.</td> <td rowspan="3" style="text-align: center; vertical-align: middle; font-size: 24px; font-weight: bold;">EU313</td> </tr> <tr> <td>Drawn: PBR 06/09/2007</td> </tr> <tr> <td>Checked: ILF 07/09/2007</td> </tr> <tr> <td>Scale: SEE BAR SCALE</td> <td></td> </tr> </table>	Client: SKYLINE JOINT VENTURE		Locality: BRISBANE CITY	File / Plan: 306300-J9 / AF 3063-00-018b	Local Auth: BRISBANE C.C.	EU313	Drawn: PBR 06/09/2007	Checked: ILF 07/09/2007	Scale: SEE BAR SCALE	
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Locality: BRISBANE CITY	File / Plan: 306300-J9 / AF 3063-00-018b											
Local Auth: BRISBANE C.C.	EU313											
Drawn: PBR 06/09/2007												
Checked: ILF 07/09/2007												
Scale: SEE BAR SCALE												



Form WSU 049/11
Issue No. 1
Dated 1.7.98

ADDITIONAL SHEET

Sheet of

LEVEL C

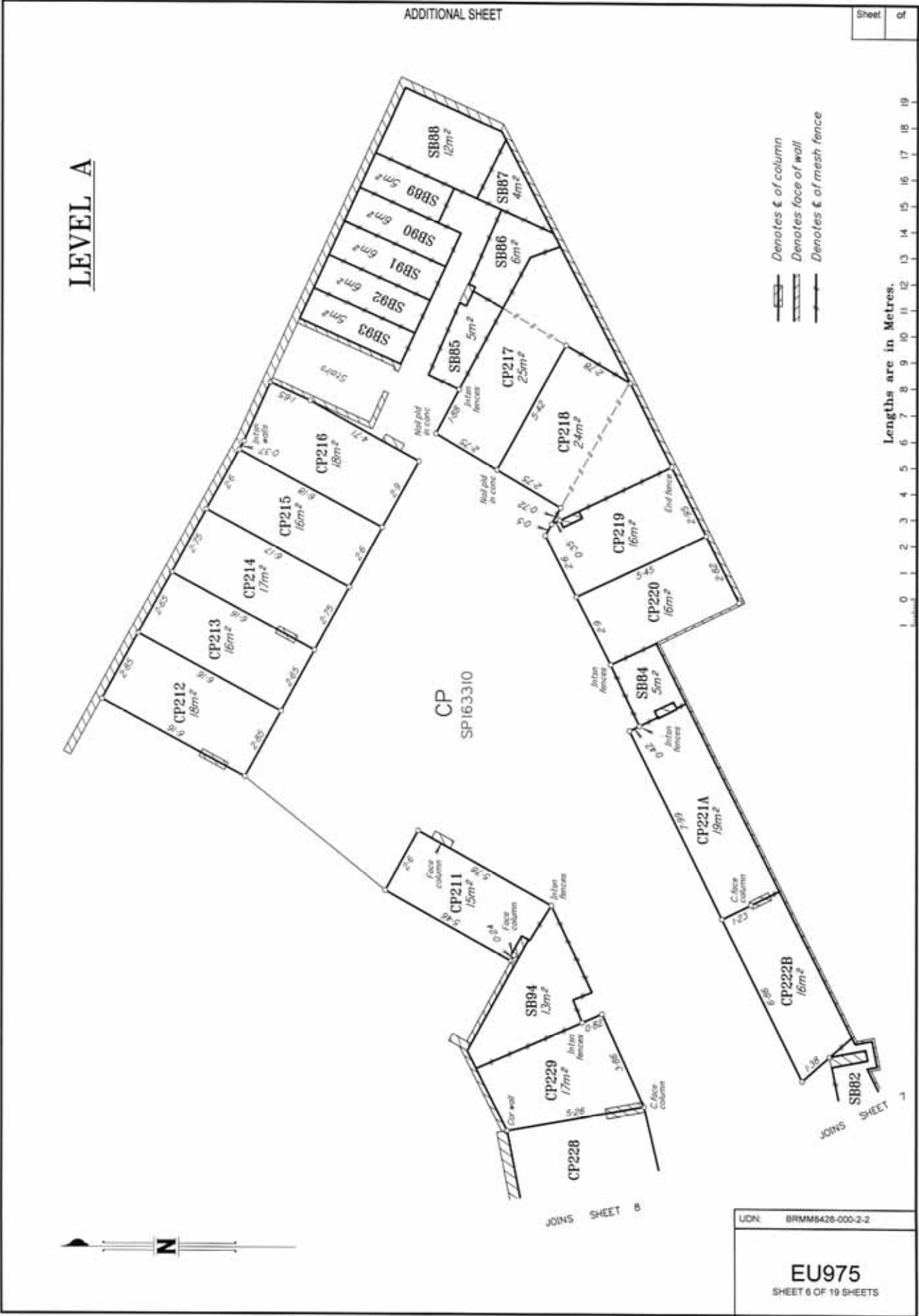
Form W5U 048/11
Issue No.1
Dated 1.7.98

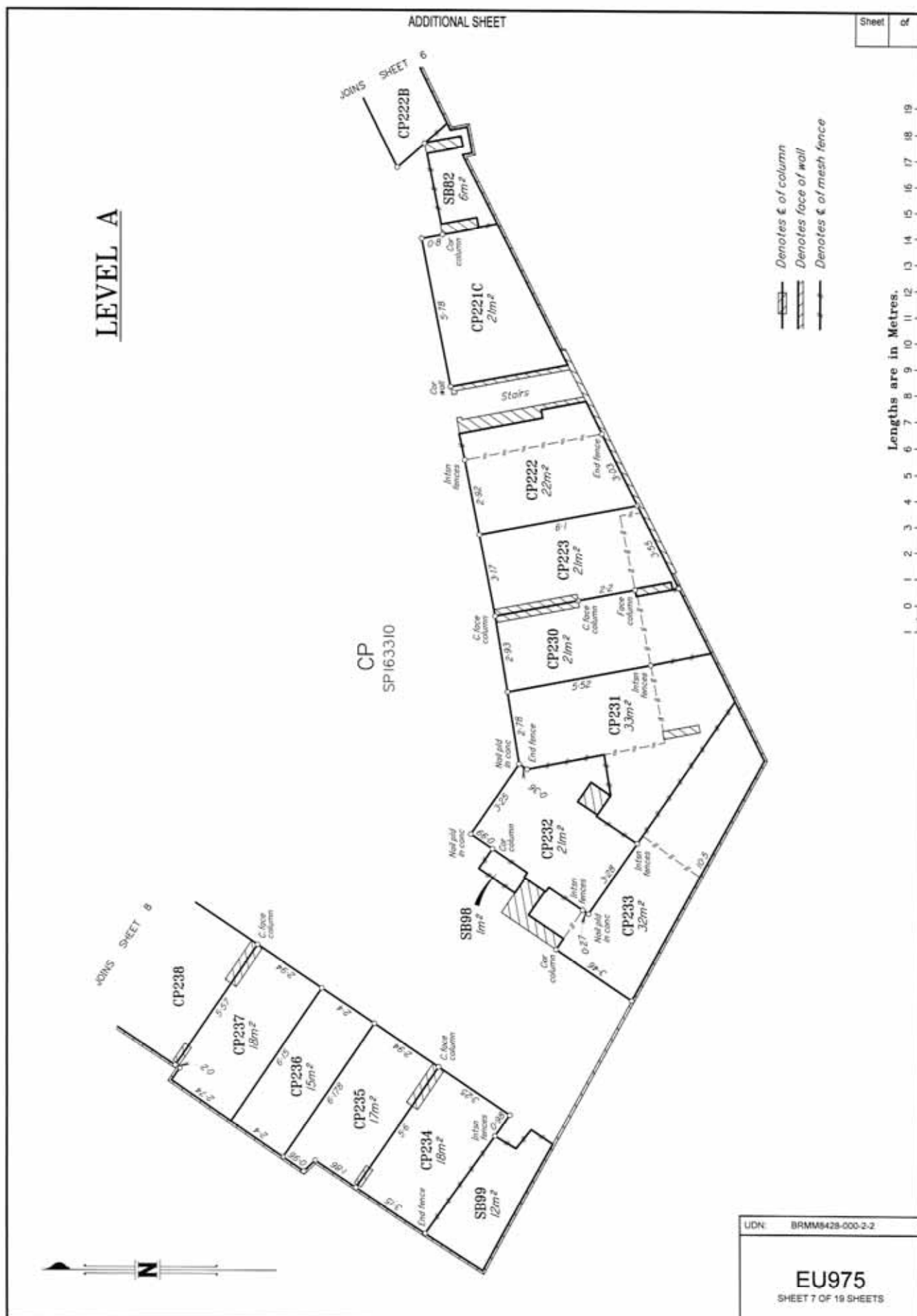
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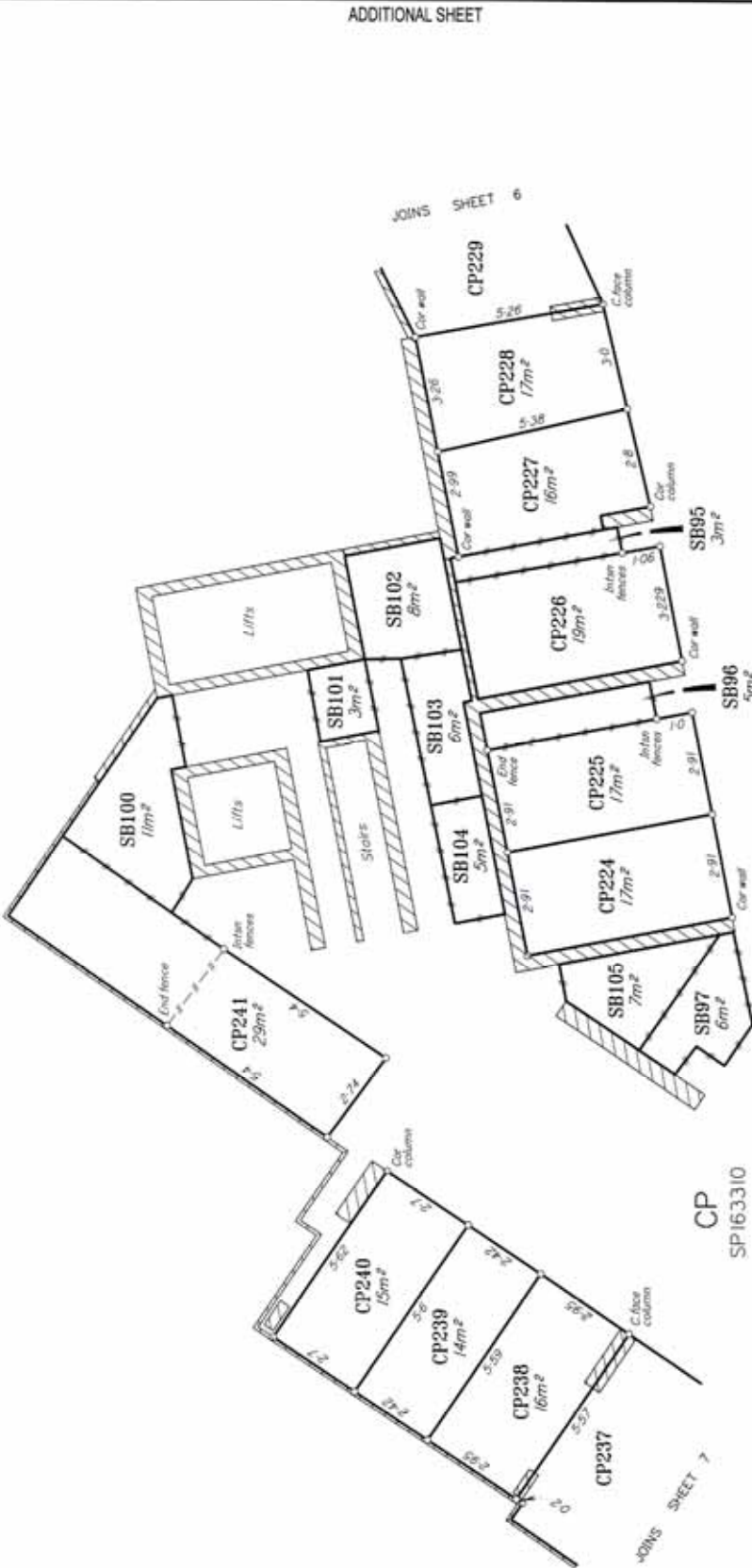
LEVEL D







LEVEL A



- Denotes £ of column
- Denotes face of wall
- Denotes £ of mesh fence

Lengths are in Metres.

Sheet	of
1	0
2	1
3	2
4	3
5	4
6	5
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SHEET 8 OF 19 SHEETS

