

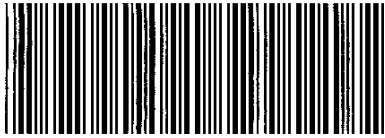
QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

## GENERAL REQUEST

Duty Imprint

FORM 14 Version 4  
Page 1 of 1

PLS  
in



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BE 460

- |   |   |               |                        |
|---|---|---------------|------------------------|
| <b>1. Nature of request</b>   | <b>Lodger</b> (Name, address, E-mail & phone number)  |               | <b>Lodger Code</b>     |
| Request to record First Community Management Statement for Linear, St Lucia Community Titles Scheme | Warlow Scott<br>GPO Box 2495<br>Brisbane Qld 4001<br>Ph: 3002 7444  |               | BE148A                 |
| <b>2. Lot on Plan Description</b>   | <b>County</b>   | <b>Parish</b> | <b>Title Reference</b> |
| Lot 1 on RP106396   | Stanley   | Indooroopilly | 13771086               |
| <b>3. Registered Proprietor/State Lessee</b>  | Aspect Industries Pty Ltd A.C.N. 112 637 902  |               |                        |
| <b>4. Interest</b>  | Fee Simple  |               |                        |
| <b>5. Applicant</b>   | Aspect Industries Pty Ltd A.C.N. 112 637 902  |               |                        |
| <b>6. Request</b>   | I hereby request that: the First Community Management Statement produced with this Request be recorded as a First Community Management Statement for Linear, St Lucia Community Titles Scheme and that DCS Management, PO Box 305, Sherwood Qld 4075 be recorded as the address for service of notices on the Body Corporate. |               |                        |

**7. Execution by applicant**

Renee Ellen Foot, Solicitor

16/01/12  
Execution Date

Applicant's or Solicitor's Signature

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

43302

This statement incorporates and must include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme  
Linear, St Lucia Community Titles Scheme

2. Regulation module  
Accommodation

3. Name of body corporate  
Body Corporate for Linear, St Lucia Community Titles Scheme

4. Scheme land	Lot on Plan Description	County	Parish	Title Reference
	Common Property of Linear, St Lucia Community Titles Scheme	Stanley	Indooroopilly	To issue 13771086
	Lots 1 to 42 on SP245635	Stanley	Indooroopilly	To issue 13771086

5. \*Name and address of original owner  
Aspect Industries Pty Ltd A.C.N. 112 637 902  
~~trustee under instrument~~  
of PO Box 2194, Toowong Qld 4066

6. Reference to plan lodged with this statement  
SP245635

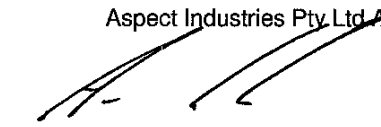
# first community management statement only

7. Local Government community management statement notation

*S. Battist* ..... signed  
*Sallie Battist - Principal Planner* ..... name and designation  
*Brisbane City Council* ..... name of Local Government

8. Execution by original owner/Consent of body corporate

24/11/11  
Execution Date

Aspect Industries Pty Ltd A.C.N. 112 637 902  
  
 ..... Sole Director  
 \*Execution

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP 245635	1	1
Lot 2 on SP 245635	1	1
Lot 3 on SP 245635	1	1
Lot 4 on SP 245635	1	1
Lot 5 on SP 245635	1	1
Lot 6 on SP 245635	1	1
Lot 7 on SP 245635	1	1
Lot 8 on SP 245635	1	1
Lot 9 on SP 245635	1	1
Lot 10 on SP 245635	1	1
Lot 11 on SP 245635	1	1
Lot 12 on SP 245635	1	1
Lot 13 on SP 245635	1	1
Lot 14 on SP 245635	1	1
Lot 15 on SP 245635	1	1
Lot 16 on SP 245635	1	1
Lot 17 on SP 245635	1	1
Lot 18 on SP 245635	1	1
Lot 19 on SP 245635	1	1
Lot 20 on SP 245635	1	1
Lot 21 on SP 245635	1	1
Lot 22 on SP 245635	1	1
Lot 23 on SP 245635	1	1
Lot 24 on SP 245635	1	1
Lot 25 on SP 245635	1	1
Lot 26 on SP 245635	1	1
Lot 27 on SP 245635	1	1
Lot 28 on SP 245635	1	1
Lot 29 on SP 245635	1	1
Lot 30 on SP 245635	1	1
Lot 31 on SP 245635	1	1
Lot 32 on SP 245635	1	1
Lot 33 on SP 245635	1	1
Lot 34 on SP 245635	1	1
Lot 35 on SP 245635	1	1
Lot 36 on SP 245635	1	1
Lot 37 on SP 245635	1	1
Lot 38 on SP 245635	1	1
Lot 39 on SP 245635	1	1
Lot 40 on SP 245635	1	1
Lot 41 on SP 245635	1	1
Lot 42 on SP 245635	1	1
<b>TOTALS</b>	42	42

**1. CONTRIBUTION LOT ENTITLEMENTS**

1.1 The Contribution Lot Entitlements have been decided in accordance with the equality principal.

**2. INTEREST LOT ENTITLEMENTS**

2.1 The Interest Schedule Lot Entitlements reflect the respective market values for the Lots.

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

1. Section 66(1)(d)(i), Section 66(1)(f) and Section 66(1)(g) of the Body Corporate and Community Management Act 1997 are not applicable.

**SCHEDULE C BY-LAWS**

**1. DEFINITIONS**

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

"Act" means the Body Corporate and Community Management Act 1997 as amended from time to time.

"Body Corporate" means the body corporate for the Scheme established pursuant to the Act.

"Building" means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.

"Plan" means the registered Survey Plan for the Scheme Land.

"By-laws" means the By-laws for the Scheme.

"Common Property" means the common property for the Scheme.

"Committee" means the Committee of the Body Corporate appointed pursuant to the Act.

"Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.

"Scheme Land" means the land contained within the Scheme.

"Lot" means a lot in the Scheme.

"Secretary" means the secretary of the Body Corporate.

"Scheme" means the community title scheme for Linear, St Lucia Community Titles Scheme

**2. NOISE**

2.1 The owner or occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

**3. VEHICLES AND PARKING**

3.1 The occupier of a lot must not, without the body corporate's written approval:

(a) park a vehicle, or allow a vehicle to stand, on the common property, or

(b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.

- 3.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 3.3 Despite any other By-Law, designated visitor parking must remain available at all times for the sole use of visitor vehicles.
- 3.4 The 10 visitor parking spaces are to remain unallocated and available for use by all bona-fide visitors, guests or invitees of the site's tenants.
- 3.5 On-site service vehicles (for loading / unloading) are to be limited to rigid chassis vehicles only.
- 3.6 The Body Corporate must maintain a directional visitor parking sign at the vehicle entrances to the Scheme, adjacent to or clearly visible from the vehicle entrances to the Scheme.
- 3.7 The site entrance and visitor parking bays are not to be fitted with any roller door, gate or similar device preventing access to visitor parking bays.
- 3.8 All sealed traffic areas are to be cleaned by the Body Corporate as necessary to prevent emissions of particulate matter.
- 3.9 The Body Corporate must maintain the acoustic damping of any metal grills, metal plates or similar subject to vehicular traffic to prevent environmental nuisance.

#### **4. OBSTRUCTION**

- 4.1 The owner or occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

#### **5. DAMAGE TO LAWNS ETC**

- 5.1 The owner or occupier of a Lot must not without the Body Corporate's written approval:
  - (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (b) use a part of the Common Property as a garden.

- 5.2 An approval under subsection (1) must state the period for which it is given.

- 5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

#### **6. DAMAGE TO COMMON PROPERTY**

- 6.1 An owner or occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the Common Property.
- 6.2 However, an owner or occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.
- 6.3 Any security screen installed by an owner or occupier must be Crimsafe or similar and not Amplimesh style.
- 6.4 The owner or occupier of a Lot must keep a device installed under subsection (2) in good order and repair.

#### **7. BEHAVIOUR OF INVITEES**

- 7.1 An owner or occupier of a Lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

**8. LEAVING OF RUBBISH ETC ON COMMON PROPERTY**

8.1 The owner or occupier of a Lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**9. APPEARANCE OF LOT**

9.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

9.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.

**10. STORAGE OF FLAMMABLE MATERIALS**

10.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

10.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

10.3 However, this section does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**11. GARBAGE DISPOSAL**

11.1 Refuse and recyclable bins are to be stored and to be collected from nominated refuse collection points.

11.2 The owner or occupier of a Lot must:

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

11.3 The Body Corporate shall enter into an arrangement with Brisbane City Council's Waste Services to provide a bulk bin collection service to the Scheme. The Body Corporate and Owners indemnify the Brisbane City Council in respect to the pavement and other driving surfaces.

**12. KEEPING OF ANIMALS**

12.1 The owner or occupier of a lot must not, without the body corporate's written approval:

- (a) bring or keep an animal on the lot or the Common Property; or
- (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.

12.2 The owner or occupier must obtain the body corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property.

**13. OBJECTS KEPT IN STAIRWAYS**

- 13.1 An owner or occupier must not leave any object of any description in the common stairways. In the event that objects are left in the common stairways, any owner or occupier shall immediately remove such object.

**14. USE OF LOTS**

- 14.1 Subject to any exclusions contained in these By-laws an owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.
- 14.2 Despite the foregoing, any caretaker or on site manager may occupy a lot in the Scheme and operate a letting service and general caretaking operations from the designated lot as authorised by the Body Corporate from time to time .

**15. USE OF RADIOS ETC**

- 15.1 An owner or occupier of a Lot shall not operate or permit to be operated upon the parcel 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.

**16. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS**

- 16.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

**17. ALTERATIONS TO THE EXTERIOR OF LOTS**

- 17.1 Where an owner proposes to carry out work, which will alter the exterior of any Lot, he shall follow the procedure set out below:
- (a) Apply in writing to the Body Corporate outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
  - (b) The Body Corporate on behalf of the owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best endeavours to ensure that the architect gives a decision promptly.
  - (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the owner shall not be entitled to make the alterations proposed.
  - (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
  - (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the owner seeking to make the alteration.

**18. BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS**

- 18.1 An owner or occupier of a Lot shall not construct or permit the construction or erection of any balcony, terrace, fence, pergola, screen, external blind or awning of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Building.

- 18.2 The owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot owner should the fence fall into disrepair.
- 18.3 All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Design-Low, Character and Low-medium Density Code" and clearly depicted on the approved drawings.
- 18.4 Screening for any externally mounted air conditioning or mechanical plant installations are to be undertaken in accordance with the following requirements:
- (a) No unscreened installations on the Scheme are to be visible from surrounding properties;
  - (b) Any installations with are to be located on the roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the development package for the Scheme and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

## **19. MAINTENANCE RESPONSIBILITY OF ALTERATIONS TO COMMON PROPERTY**

- 19.1 Any alteration made to Common Property or fixture or fitting attached to Common Property by an owner of a Lot, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot.

## **20. MAINTENANCE OF LOTS**

- 20.1 Each owner shall be responsible for the maintenance of his Lot and shall ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

## **21. REPLACEMENT OF GLASS**

- 21.1 Windows shall be kept clean by the owner or occupier of a Lot and promptly replaced by the owner of the Lot with fresh glass of the same kind and weight as originally installed.

## **22. BEHAVIOUR OF INVITEES**

- 22.1 An owner or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot or of any person lawfully using Common Property.
- 22.2 The owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or their invitees.
- 22.3 An owner or occupier of Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- 22.4 The duties and obligations imposed by these By-laws on an owner of a Lot shall be observed not only by the owner but also by the guests, servants, employees, agents, children, invitees and licensees of such owner.
- 22.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner of any Lot or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.



22.6 An owner or occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm.

### **23. WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS**

23.1 An owner or occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An owner or occupier of a Lot shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetic appearance when viewed from Common Property or any other Lot.

### **24. AUCTION SALES**

24.1 An owner of a Lot shall not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

### **25. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE**

25.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

### **26. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST**

26.1 Where any Lot or Common Property is leased or rented, otherwise than to an owner of a Lot, the lessor or as the case may be, landlord shall cause to be produced to the Lessee or tenant for his inspection a copy of the By-Laws.

### **27. RECOVERY OF COSTS**

27.1 An owner shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act.

27.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an owner to the Body Corporate.

27.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-Laws shall be deemed to be a debt due by the owner of the Lot whose occupier caused such expense to the Body Corporate.

### **28. POWER OF BODY CORPORATE COMMITTEE**

28.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the owners of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

28.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

### **29. AIR CONDITIONING**

29.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.

### **30. SALE OF LOTS**

30.1 Despite any other By-Law the original owner, its agents and any person authorised by it may:

- (a) use any Lot it owns as a display Lot and sales Lot;

- (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and
- (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.

30.2 Despite any other By-Law any other owner of a Lot may not erect any sign indicating sale of a Lot within 12 months of registration of the Scheme.

### **31. PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE**

31.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem services to the Scheme Land and to enter into agreements with the providers of such services as deemed acceptable by the Committee from time to time.

### **32. RIGHT OF ENTRY**

32.1 An owner or occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes (including inspection and works) associated with the Body Corporate, the Building and the By-Laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable. Despite the foregoing, no notice shall be required in the case of emergency.

32.2 The Body Corporate shall ensure as little disruption is caused to the owner or occupier of a Lot when exercising any rights of entry.

### **33. CARETAKER AND LETTING AGENTS' EQUIPMENT**

33.1 Any caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, pool cleaning, vending machines and cleaning equipment.

33.2 The Body Corporate must engage a caretaker to manage the day to day activities / functions associated with the Scheme.

### **34. RECREATION AREAS**

34.1 recreational areas of the Common Property shall be used by an owner or occupier of the Lot subject to the following:

- (a) no person shall run, splash or behave in an offensive manner within such areas;
- (b) the hours of operation of the pool and any recreation areas shall be as determined by the Committee, but may not be outside the hours of 7am to 10pm;
- (c) dress standards may be imposed by the Committee from time to time;
- (d) no person shall operate, adjust or interfere with the operation of any equipment on the Common Property.

### **35. BODY CORPORATE AGREEMENTS**

35.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:

- (a) an agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
- (b) an agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;
- (c) an agreement with the original owner concerning the further development of the Scheme Land and the recording of any new community management statement;

- (d) an agreement with any party concerning the utility infrastructure and its supply and maintenance;
- (e) an agreement with any energy supplier;
- (f) an agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
- (g) an agreement to grant any licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot owner.

### **36. HOT WATER, GAS & ELECTRICITY CONSUMPTION**

- 36.1 The Body Corporate may enter into agreements for the supply of hot water, electricity and gas to owners and occupiers of the Lots in the Scheme.
- 36.2 The Body Corporate has the power to sell hot water, gas and electricity to each Lot and to charge the owner or occupier for all hot water, gas and electricity consumption, including associated operating expenses, for their respective lot ("Consumption Charges").
- 36.3 The owners and occupiers must purchase and use all hot water, gas and electricity consumed in their lot direct from the Body Corporate if the Body Corporate has entered into an agreement to provide such hot water, gas and electricity.
- 36.4 If an owner or occupier of a Lot does not agree to purchase and use all hot water, gas or electricity consumed in their lot from the Body Corporate under terms acceptable to the Body Corporate, then the Body Corporate will be under no obligation to supply hot water, gas or electricity to the Lot, and is entitled to enter upon the Lot and disconnect or discontinue the supply to that lot and neither the Body Corporate, the Body Corporate Committee or the Body Corporate Manager shall, under any circumstances whatsoever, be held responsible or liable for any loss or grievance incurred by an owner or occupier of a Lot as a result of the disconnection or discontinuance of the supply.
- 36.5 The Body Corporate shall arrange for the installation of a separate meter in each Lot to measure the consumption.
- 36.6 The Body Corporate and its authorised parties shall be entitled to enter upon any Lot for all purposes associated with the Body Corporate's right to charge Consumption Charges including but not limited to the installation, maintenance, upgrade and repair of infrastructure for the supply of hot water, gas and electricity, and the installation, reading and maintenance of meters.
- 36.7 The Body Corporate shall render accounts to each owner or occupier of a Lot for Consumption Charges, and such accounts shall be payable to the Body Corporate by the owner or occupier as and when determined by the Body Corporate from time to time.
- 36.8 If an owner or occupier of a Lot does not pay the Consumption Charges for their Lot as and when due, then the Body Corporate is entitled to enter upon the Lot and disconnect or discontinue the supply of hot water, gas or electricity to that Lot.
- 36.9 If an owner or occupier of a Lot does not pay the Consumption Charges for their Lot as and when due, the Body Corporate may recover any unpaid Consumption Charges from the owner or occupier as a liquidated debt, including in any Court of competent jurisdiction.
- 36.10 An owner or occupier of a Lot shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs calculated on an indemnity basis), which amount shall be deemed to be a liquidated debt due, in recovering all and any unpaid Consumption Charges levied by the Body Corporate under By Law.
- 36.11 To remove any doubt, in respect of an account which has been rendered by the Body Corporate under this By Law, the owner or occupier of a Lot is liable jointly and severally with any person who was liable to pay the Consumption Charges when that owner or occupier became the owner or occupier of that Lot.

- 36.12 Neither the Body Corporate, the Body Corporate Committee or the Body Corporate Manager shall, under any circumstances whatsoever:
  - (a) be held responsible or liable for any loss or grievance resulting in any way of any Consumption Charges which were unpaid when that owner or occupier became the owner or occupier of that Lot;
  - (b) be responsible or liable for any failure in the supply of hot water, gas or electricity due to any breakdowns, repairs, maintenance, strikes, accidents or other causes of any class or description; or
  - (c) be responsible or liable for any loss or grievance incurred by anyone as a result of the body corporate exercising its rights under this By-law.
- 36.13 The body corporate may, from time to time, determine a security deposit to be paid by the owner or occupier of a Lot as a guarantee against non-payment of accounts for Consumption Charges, or monies payable under this By Law.
- 36.14 The Body Corporate shall not be obliged to provide or supply hot water, gas or electricity and unless the Body Corporate elects to exercise its right to supply these services the owner or occupier of the Lot must arrange supply direct from the appropriate service provider.
- 36.15 The Body Corporate may chose any supplier for the purposes of supplying hot water, gas or electricity, and is under no obligation to provide an option of an alternative supplier or charging system.

**37. EXCLUSIVE USE**

- 37.1 The occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "A" attached to schedule E.
- 37.2 The occupier of a Lot which has the benefit of an exclusive use area must keep that area clean, tidy and in good repair.
- 37.3 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.
- 37.4 The driveway, including any associated landscaping, visitor parking spaces, disabled parking space and vehicle turning areas as sown on the approved plans of layout shall not be designated for the exclusive use of any Lot.

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

1. The Lots affected or proposed to be affected by statutory easements are shown in the following table:

Type of Statutory Easement	Lots Affected
Telecommunications	Lots 1- 42 & Common Property on SP 245635
Electricity	Lots 1- 42 & Common Property on SP 245635
Sewerage	Lots 1- 42 & Common Property on SP 245635
Water	Lots 1- 42 & Common Property on SP 245635
Gas	Lots 1- 42 & Common Property on SP 245635
Stormwater	Lots 1- 42 & Common Property on SP 245635
Support and Shelter	Lots 1- 42 & Common Property on SP 245635

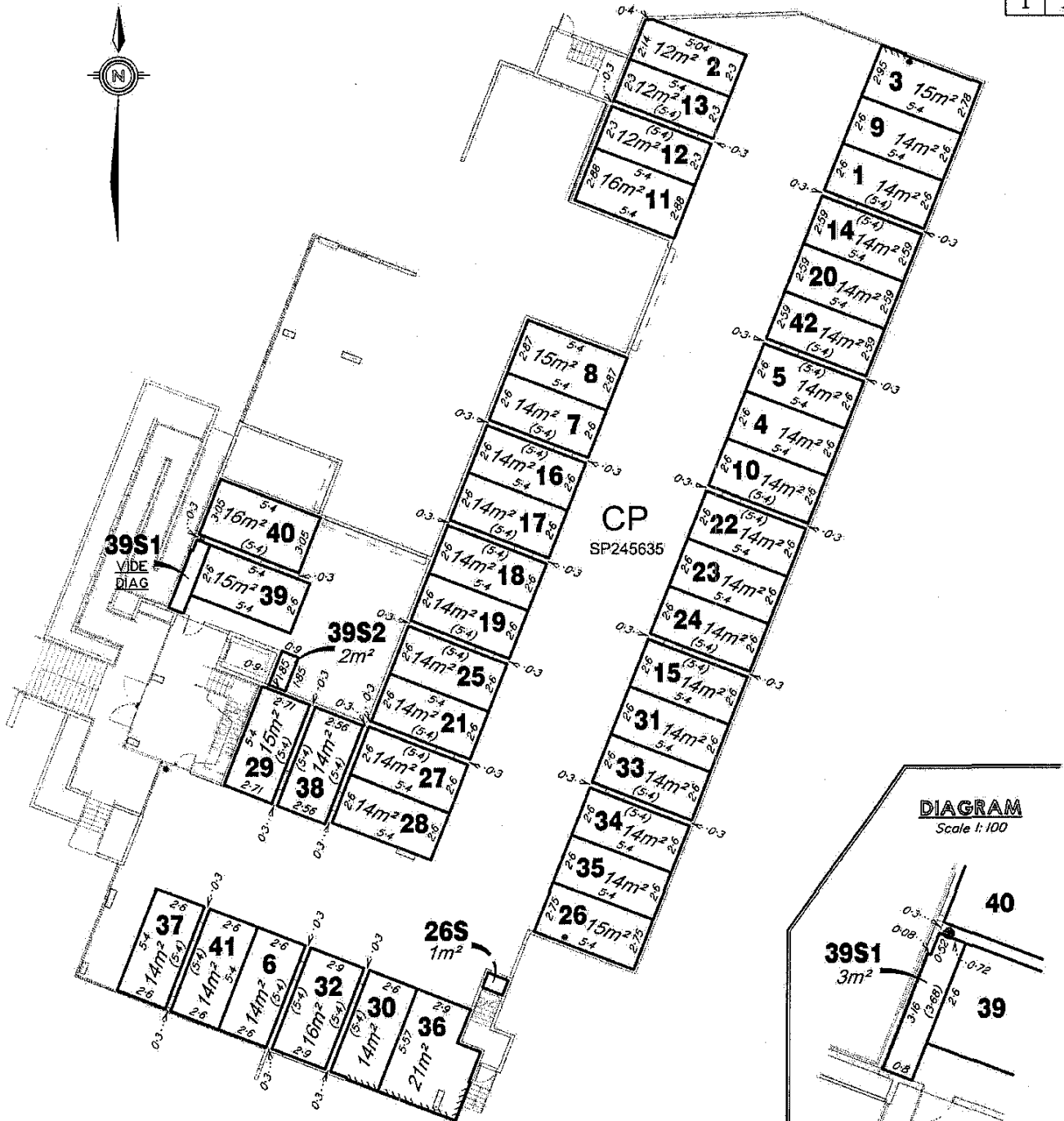
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

<b>Lot on Plan</b>	<b>Exclusive Use Area</b>	<b>Purpose</b>
Lot 1 on SP 245635	Area 1 on sketch marked A	car park
Lot 2 on SP 245635	Area 2 on sketch marked A	car park
Lot 3 on SP 245635	Area 3 on sketch marked A	car park
Lot 4 on SP 245635	Area 4 on sketch marked A	car park
Lot 5 on SP 245635	Area 5 on sketch marked A	car park
Lot 6 on SP 245635	Area 6 on sketch marked A	car park
Lot 7 on SP 245635	Area 7 on sketch marked A	car park
Lot 8 on SP 245635	Area 8 on sketch marked A	car park
Lot 9 on SP 245635	Area 9 on sketch marked A	car park
Lot 10 on SP 245635	Area 10 on sketch marked A	car park
Lot 11 on SP 245635	Area 11 on sketch marked A	car park
Lot 12 on SP 245635	Area 12 on sketch marked A	car park
Lot 13 on SP 245635	Area 13 on sketch marked A	car park
Lot 14 on SP 245635	Area 14 on sketch marked A	car park
Lot 15 on SP 245635	Area 15 on sketch marked A	car park
Lot 16 on SP 245635	Area 16 on sketch marked A	car park.
Lot 17 on SP 245635	Area 17 on sketch marked A	car park
Lot 18 on SP 245635	Area 18 on sketch marked A	car park
Lot 19 on SP 245635	Area 19 on sketch marked A	car park
Lot 20 on SP 245635	Area 20 on sketch marked A	car park
Lot 21 on SP 245635	Area 21 on sketch marked A	car park
Lot 22 on SP 245635	Area 22 on sketch marked A	car park
Lot 23 on SP 245635	Area 23 on sketch marked A	car park
Lot 24 on SP 245635	Area 24 on sketch marked A	car park
Lot 25 on SP 245635	Area 25 on sketch marked A	car park
Lot 26 on SP 245635	Area 26 on sketch marked A	car park
Lot 26 on SP 245635	Area 26S on sketch marked A	storage area

<b>Lot on Plan</b>	<b>Exclusive Use Area</b>	<b>Purpose</b>
Lot 27 on SP 245635	Area 27 on sketch marked A	car park
Lot 28 on SP 245635	Area 28 on sketch marked A	car park
Lot 29 on SP 245635	Area 29 on sketch marked A	car park
Lot 30 on SP 245635	Area 30 on sketch marked A	car park
Lot 31 on SP 245635	Area 31 on sketch marked A	car park
Lot 32 on SP 245635	Area 32 on sketch marked A	car park
Lot 33 on SP 245635	Area 33 on sketch marked A	car park
Lot 34 on SP 245635	Area 34 on sketch marked A	car park
Lot 35 on SP 245635	Area 35 on sketch marked A	car park
Lot 36 on SP 245635	Area 36 on sketch marked A	car park
Lot 37 on SP 245635	Area 37 on sketch marked A	car park
Lot 38 on SP 245635	Area 38 on sketch marked A	car park
Lot 39 on SP 245635	Area 39 on sketch marked A	car park
Lot 39 on SP 245635	Area 39S1 on sketch marked A	storage area
Lot 39 on SP 245635	Area 39S2 on sketch marked A	storage area
Lot 40 on SP 245635	Area 40 on sketch marked A	car park
Lot 41 on SP 245635	Area 41 on sketch marked A	car park
Lot 42 on SP 245635	Area 42 on sketch marked A	car park

# ANNEXURE "A"

CMS	Sheet	of
	14	15
Plan	Sheet	of
	1	1



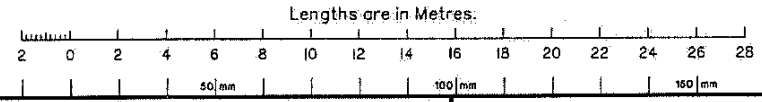
**DIAGRAM**  
Scale 1:100

SIMPSON RAYNER SURVEYS PTY. LTD., A.C.N. 078 818 167  
certify that the details shown on this sketch  
plan are correct.

*Michael Rayner*  
Cadastral Surveyor Date

EXCLUSIVE USE AREAS NOT DIMENSIONED  
ARE DEFINED BY STRUCTURAL ELEMENTS

- Denotes edge of concrete slab
- Denotes face of wall



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
PASSED	<i>Michael Rayner</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

**SIMPSON RAYNER SURVEYS**  
SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167  
CADASTRAL LAND SURVEYORS, PLANNERS  
AND LAND DEVELOPMENT CONSULTANTS  
5/M53 Metroplex Avenue, MURARRIE Q 4172  
Telephone (07) 3899 8105 Fax. (07) 3899 8107  
Email: info@srsurveys.com.au

**PLAN OF EXCLUSIVE USE  
AREAS ON LEVEL A IN  
COMMON PROPERTY ON SP245635**

"LINEAR" CTS  
ST LUCIA  
PARISH INDOORPOOLY COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL		SURV. A.W.
JOB NO. 07415	DWG FILE SR110132	DRAWN A.W.
HORIZONTAL DATUM SP245635	DATE 16/1/2012	S.R.P.D.
SCALE @ A3 1:200	VERTICAL DATUM	CHECK A.W.
PLAN REF. 07415 A3/6		

DRAWN - Stanfields 07415

ANNEXURE "B"

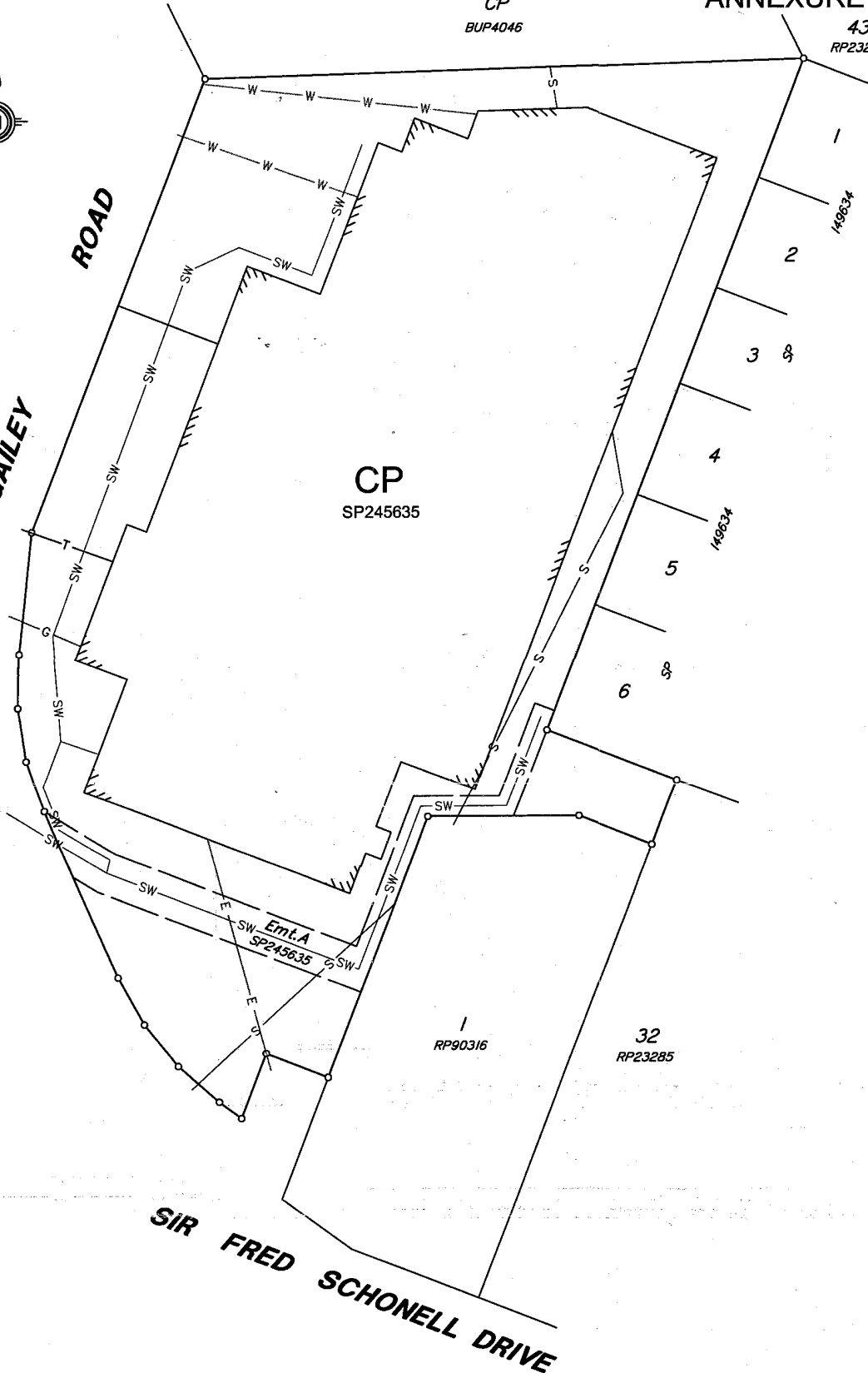
CMS	Sheet	of
	15	15
Plan	Sheet	of
	1	1

CP  
BUP4046

43  
RP23285



GAILEY ROAD



Lengths are in Metres.



LEGEND

- T — Telecommunications
- W — Water
- S — Sewerage
- G — Gas
- E — Electricity
- SW — Stormwater

SERVICE LOCATION DIAGRAM IN  
COMMON PROPERTY ON SP245635

ST LUCIA  
"LINEAR" ^ CTS

PARISH INDOOROOPILLY COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL	
JOB NO. 07415	DWG FILE SR110132
DATE 21/11/2011	
HORIZONTAL DATUM SP245635	VERTICAL DATUM
SCALE @ A3 1:300	PLAN REF. 07415 A3/7

DRAWN - Stanfields

SR10132

07415



Land Title Act 1994; Land Act 1994  
Form 21 Version 2

SURVEY PLAN

Sheet 1 of 6

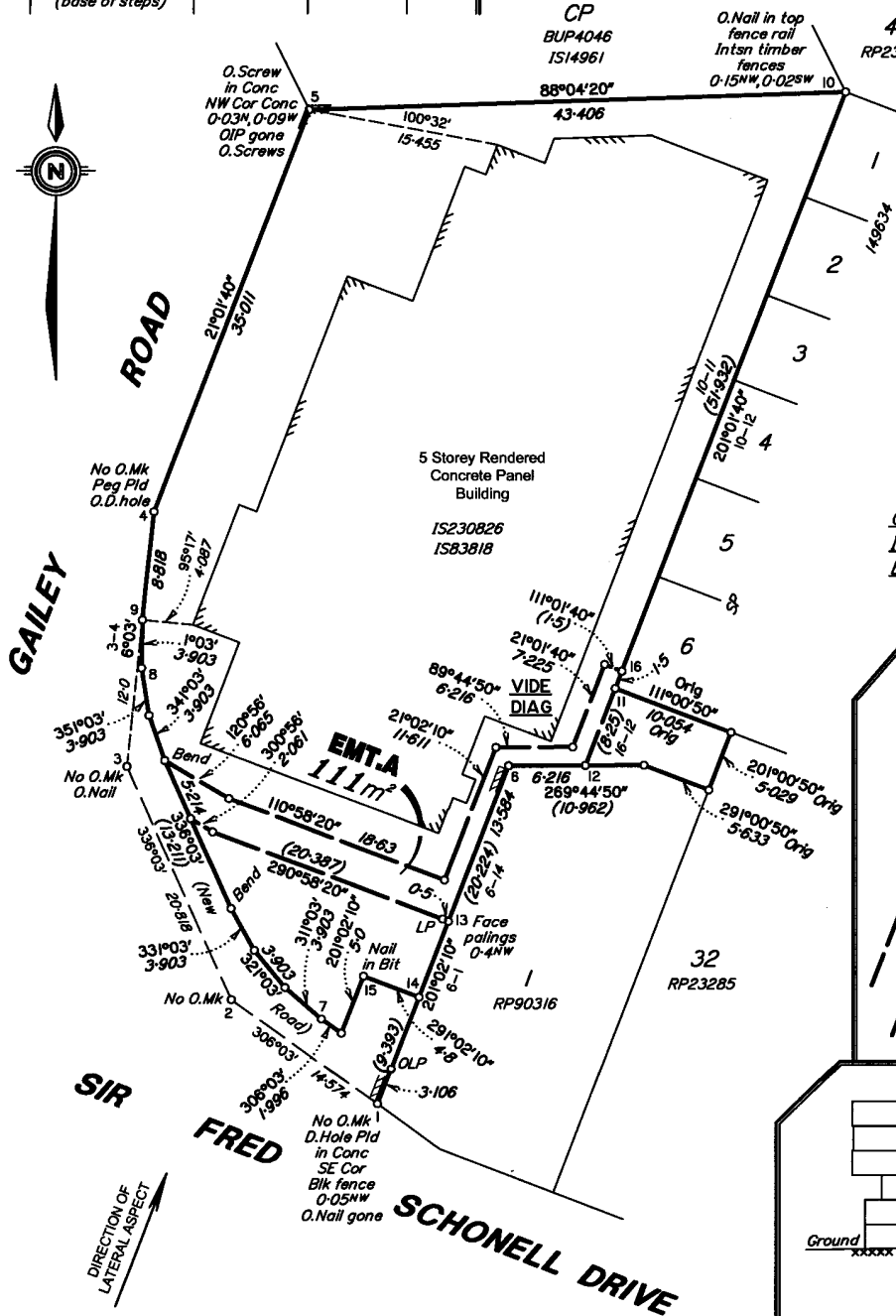
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Conc gone	6/1S230826	170°43'	3-472
1	Nail in Bit		206°44'	3-528
3	O.Nail in Conc	7/1S230826	283°52'30"	17-957
4	O.D.Hole in Conc	7/RP106396	309°37'40"	0-726
5	OIP gone	See IS14961	271°26'20"	0-641
5	O.Screw in Conc	11/1S230826	269°10'	4-692
5	O.Screw in Conc	11/1S230826	259°04'	36-132
9	Nail in Conc		336°59'30"	25-468
13	Screw in Conc (base of steps)		4°20'	6-845

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
1-PM		135°09'	7-125	190535	Mini Mark in Conc
5-PM		276°44'50"	36-011	190536	Mini Mark in Conc

BASE PARCEL AREA 2668m<sup>2</sup>



Area of New Road 145m<sup>2</sup>

Peg placed at all new corners, unless otherwise stated.

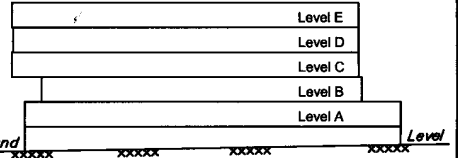
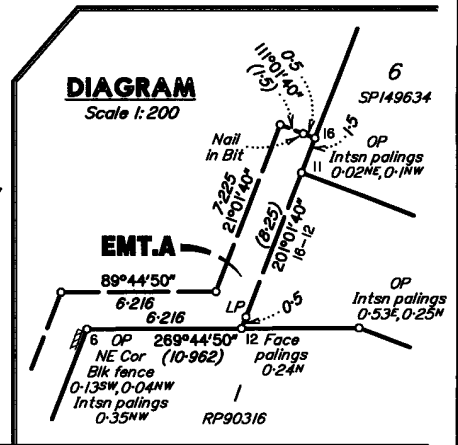
No mark placed at Stns 12, 13 & 16, (Inaccessible).

Screw placed in Conc at Stns 7-9.

Original information compiled from IS230826 in the Department of Environment and Resource Management.

DIAGRAM

Scale 1:200

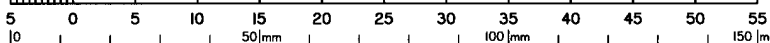


LATERAL ASPECT

(Viewed from the South West)

Scale 1:400

Scale 1:400 - Lengths are in Metres.



SIMPSON RAYNER SURVEYS PTY. LTD., ACN 078 818 167 hereby certify that the land comprised in this plan was surveyed by the corporation, by Adam Torrey WORBOYS, Surveying Graduate, for whose work the corporation accepts responsibility, under the supervision of Michael John SIMPSON, Cadastral Surveyor and that the plan is accurate and that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 17/11/2011.

*(Signature)*  
Director

Date 23.11.2011

Director

Plan of Lots 1-42, Common Property and Emt.A in Common Property

Cancelling Lot 1 on RPI06396

PARISH: INDOOROPILLY COUNTY: Stanley

Meridian: IS230826

F/N's: No

Scale: 1:400

Format: BUILDING



SP245635

Plan Status:

DRAWN - Stanfields  
SR17/10/12  
07/15

**WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.**

**714267865** Registered

5. Lodged by

**BE 400 NT**

**\$3578.80**  
17/01/2012 16:24

**148A**

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.  
We **ASPECT INDUSTRIES P.TY.LTD A.C.N. 112 637 902**

Existing		Created				
Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre
13771086	Lot 1 on RP106396	1-42 & CP	New Rd	A		

(Names in full)

\* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

\* as Lessees of this land agree to this plan.

Signature of \* Registered Owners \* Lessees

*A. L. Sole Director*  
Aspect Industries Pty Ltd ACN 112 637 902

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
712582716	1-42	

\* Rule out whichever is inapplicable

2. Local Government Approval.

\* **BRISBANE CITY COUNCIL**  
hereby approves this plan in accordance with the :  
% **INTEGRATED PLANNING ACT 1997**

Development Approval : 21st April 2011

Dated this 17th day of January 2012  
*J. Boyd*  
**JANINE ELIZABETH BOYD**  
Appointed Officer

1-42 & CP	Por.N7	12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road. <i>J. Boyd</i> 23/11/2011 Cadastral Surveyor/Director * Date *delete words not required
Lots	Orig	
7. Portion Allocation :		13. Lodgement Fees : Survey Deposit \$ ..... Lodgement \$ ..... ..... New Titles \$ ..... Photocopy \$ ..... Postage \$ ..... TOTAL \$ .....
8. Map Reference : 9443-22222		
9. Locality : ST.LUCIA		14. Insert Plan Number <b>SP245635</b>
10. Local Government : BRISBANE CITY COUNCIL		
11. Passed & Endorsed : By : <b>SIMPSON RAYNER SURVEYS</b> Date : <u>23/11/2011</u> Signed <i>J. Boyd</i> Designation : ...CADASTRAL SURVEYOR...		

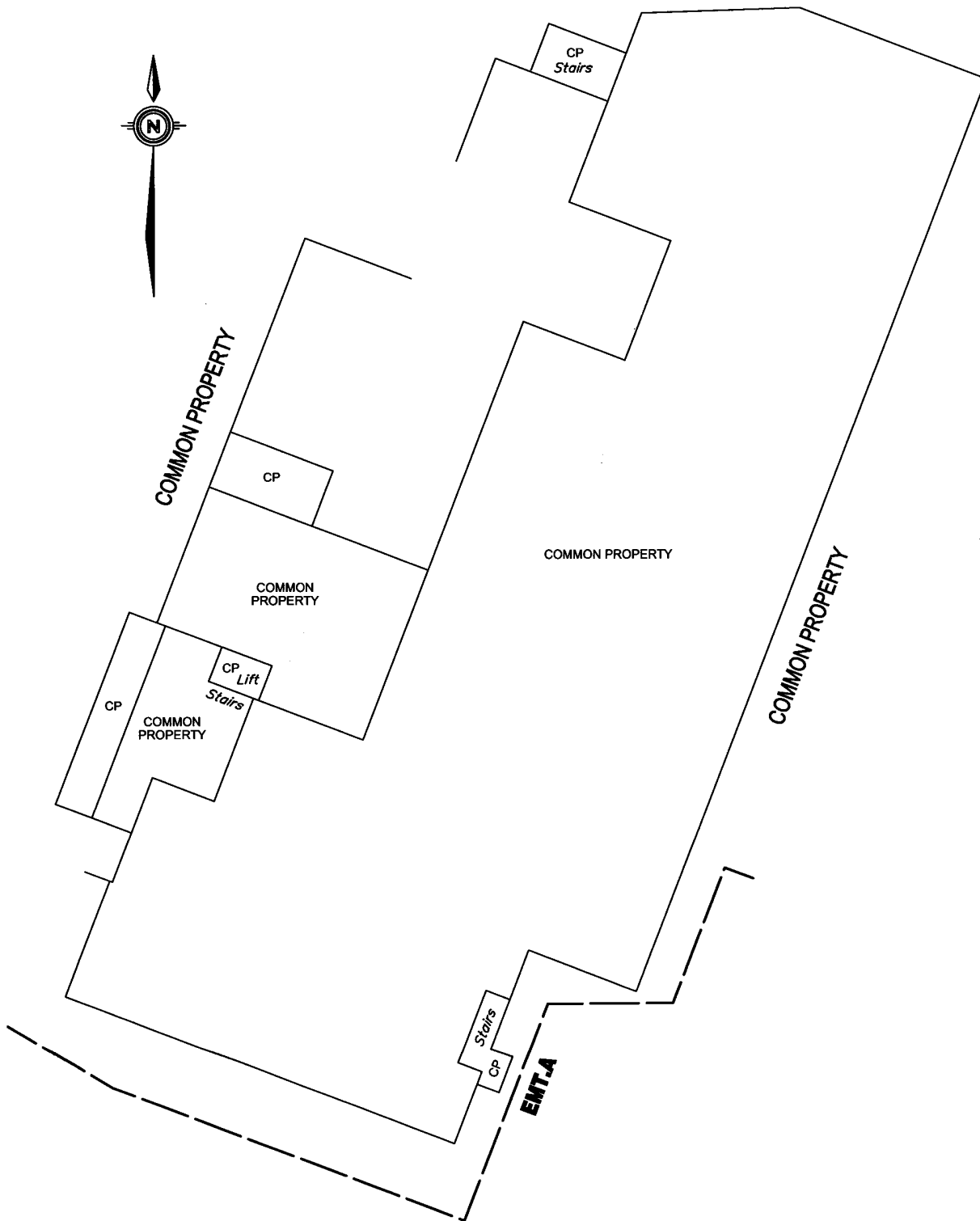
\* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990  
# Insert designation of signatory or delegation

3. Plans with Community Management Statement :  
CMS Number : **43302**  
Name : **LINEAR, ST LUCIA**

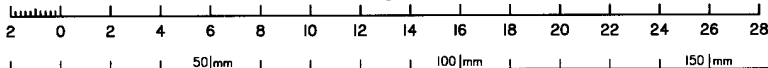
4. References :  
Dept File :  
Local Govt :  
Surveyor : **07415**

SR10132

**LEVEL A**  
Scale 1:200



Scale 1:200 – Lengths are in Metres.

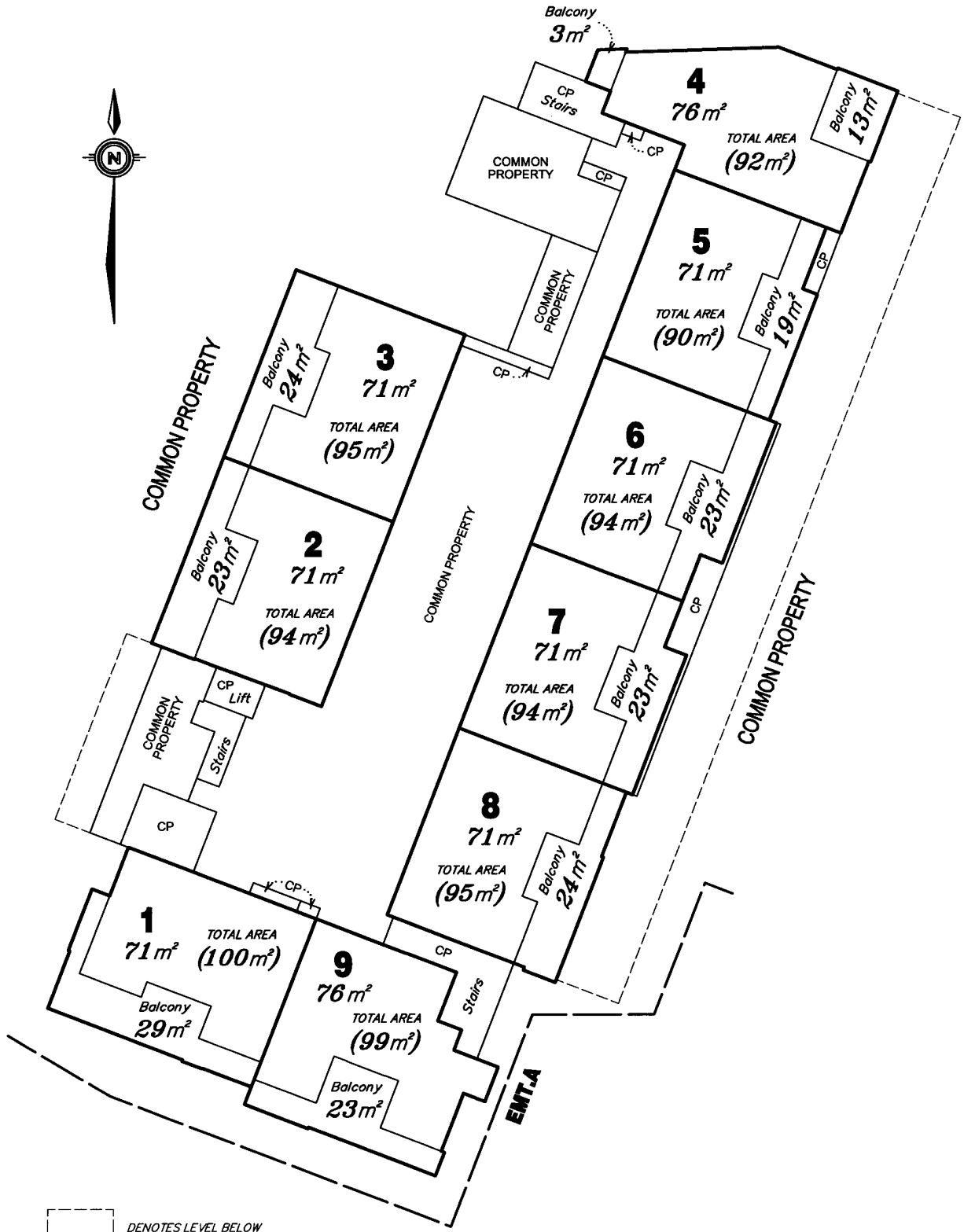
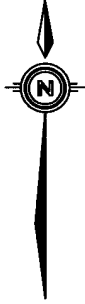


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Insert Plan Number **SP245635**

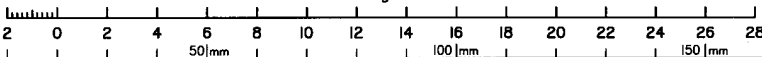
# LEVEL B

Scale 1:200



 DENOTES LEVEL BELOW

Scale 1:200 – Lengths are in Metres.

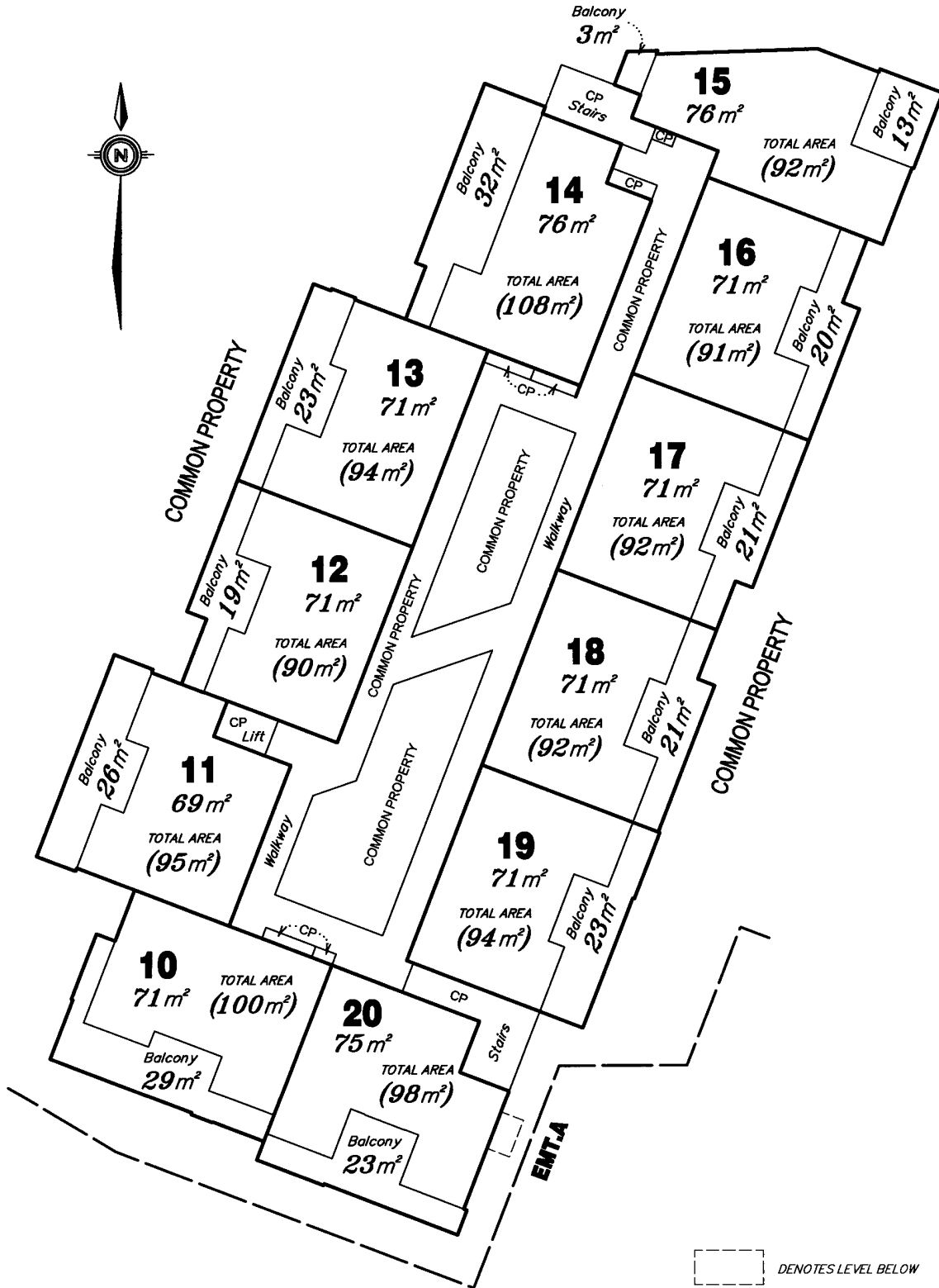


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Insert Plan Number **SP245635**

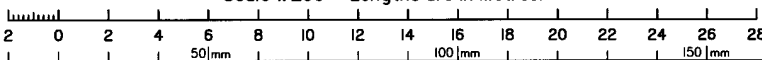
**LEVEL C**

Scale 1:200



DENOTES LEVEL BELOW

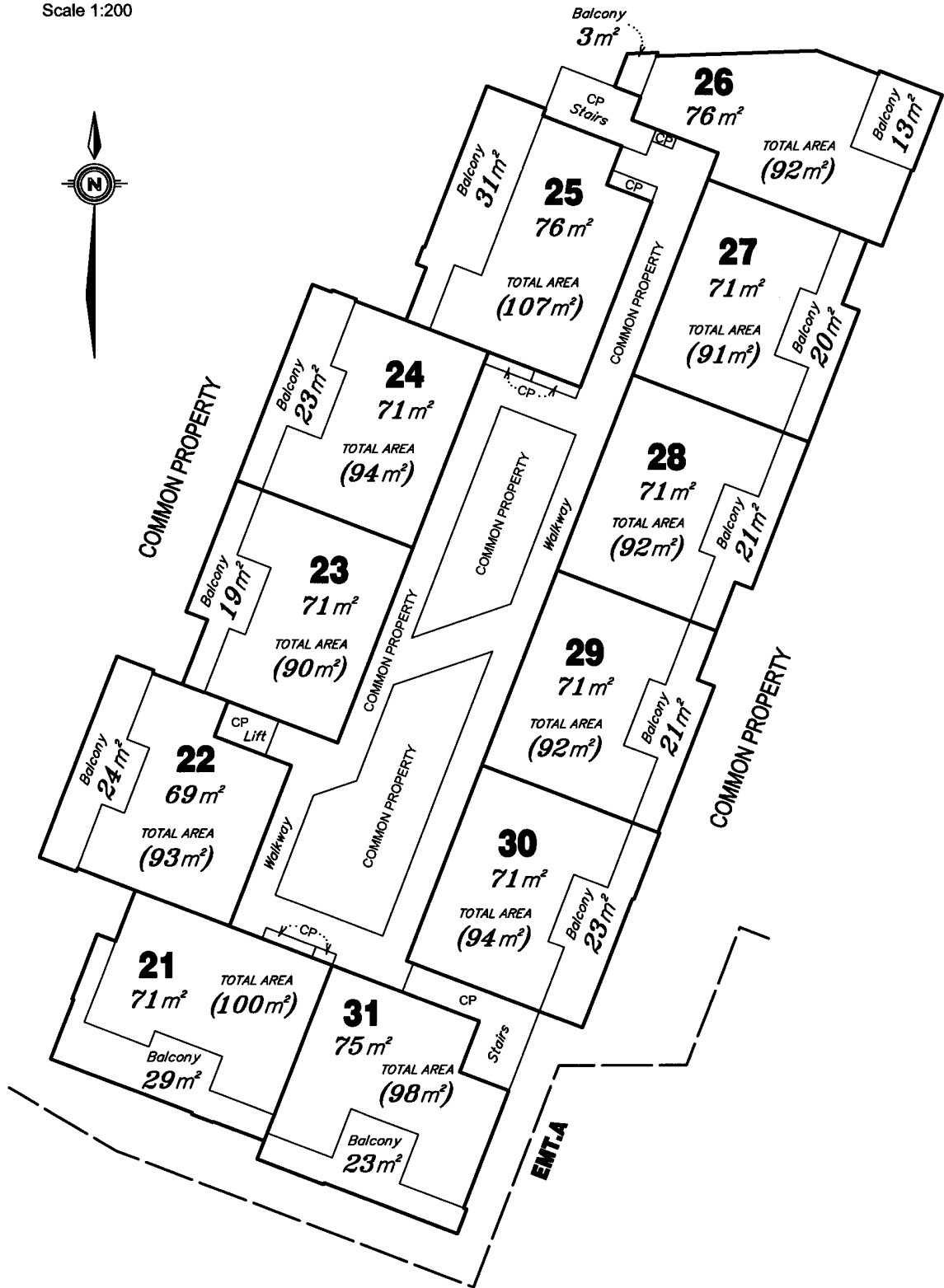
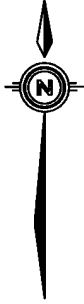
Scale 1:200 – Lengths are in Metres.



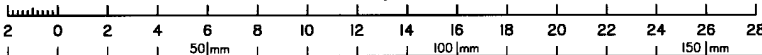
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Insert Plan Number **SP245635**

**LEVEL D**  
Scale 1:200



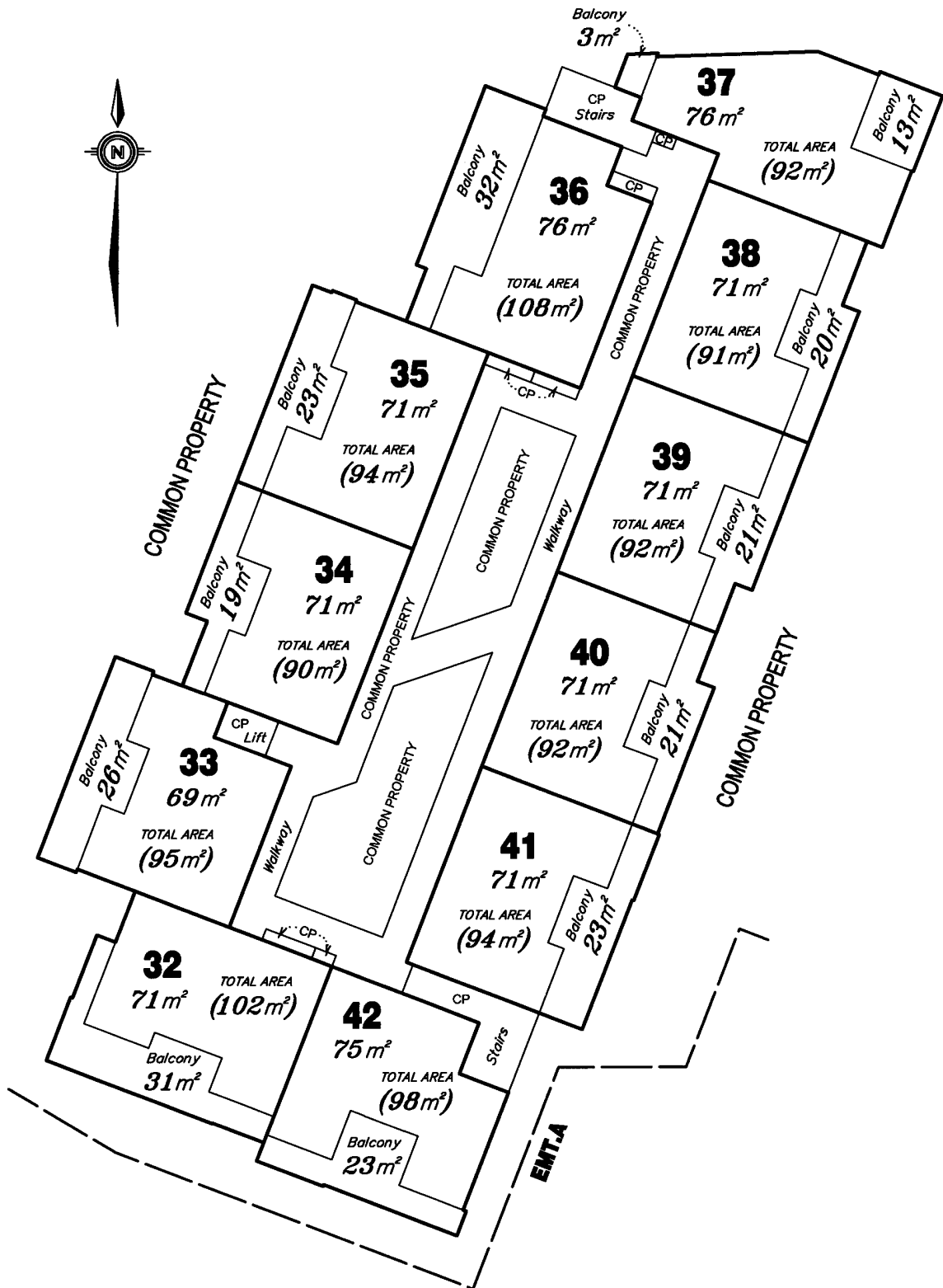
Scale 1:200 – Lengths are in Metres.



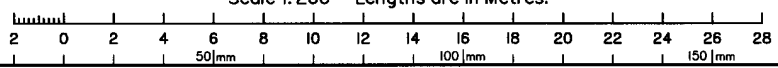
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Insert Plan Number **SP245635**

**LEVEL E**  
Scale 1:200



Scale 1:200 - Lengths are in Metres.



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Insert Plan Number **SP245635**

07415 SR110132 DRAWN - Starfields