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1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR VISAGE, ST LUCIA COMMUNITY TITLES SCHEME 39991	WARLOW SCOTT LAWYERS GPO BOX 2495 BRISBANE QLD 4001 PH: 3002 7444 EMAIL:INFO@WARLOWSCOTT.COM.AU	BE148A

2. Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF VISAGE, ST LUCIA COMMUNITY TITLES SCHEME 39991	STANLEY	INDOOROPILLY	50767942

3. Registered Proprietor/State Lessee
BODY CORPORATE FOR VISAGE, ST LUCIA COMMUNITY TITLES SCHEME 39991

4. Interest
NOT APPLICABLE

5. Applicant
BODY CORPORATE FOR VISAGE, ST LUCIA COMMUNITY TITLES SCHEME 39991

6. Request
I hereby request that: the New Community Management Statement produced with this request which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Visage, St Lucia Community Titles Scheme 39991.

7. Execution by applicant

Renee Ellen Foot, Solicitor

29/10/09
Execution Date**Applicant's or Solicitor's Signature**

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

39991

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

39991 VISAGE, ST LUCIA
ACCOMMODATION
COMMUNITY TITLES SCHEME 39991

2. Regulation module

3. Name of body corporate

39991 BODY CORPORATE FOR VISAGE, ST LUCIA
COMMUNITY TITLES SCHEME 39991

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Visage, St Lucia Community Titles Scheme 39991 Lots 1 to 26 on SP226683	Stanley	Indeeroepilly	To issue 12718180 & 12728168 & 12858008
See Enlarged Panel	Stanley	Indeeroepilly	To issue 12718180 & 12728168 & 12858008

5. *Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. Local Government community management statement notation

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

8. Execution by original owner/Consent of body corporate



20/10/2009
Execution Date

[Signature]
Committee Member

CHAIRMAN
*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.

Title Reference 50767942 - 50767968

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Visage, St Lucia Community Titles Scheme 39991	Stanley	Indooroopilly	50767942
Lot 1 on SP 226683	Stanley	Indooroopilly	50767943
Lot 2 on SP 226683	Stanley	Indooroopilly	50767944
Lot 3 on SP 226683	Stanley	Indooroopilly	50767945
Lot 4 on SP 226683	Stanley	Indooroopilly	50767946
Lot 5 on SP 226683	Stanley	Indooroopilly	50767947
Lot 6 on SP 226683	Stanley	Indooroopilly	50767948
Lot 7 on SP 226683	Stanley	Indooroopilly	50767949
Lot 8 on SP 226683	Stanley	Indooroopilly	50767950
Lot 9 on SP 226683	Stanley	Indooroopilly	50767951
Lot 10 on SP 226683	Stanley	Indooroopilly	50767952
Lot 11 on SP 226683	Stanley	Indooroopilly	50767953
Lot 12 on SP 226683	Stanley	Indooroopilly	50767954
Lot 13 on SP 226683	Stanley	Indooroopilly	50767955
Lot 14 on SP 226683	Stanley	Indooroopilly	50767956
Lot 15 on SP 226683	Stanley	Indooroopilly	50767957
Lot 16 on SP 226683	Stanley	Indooroopilly	50767958
Lot 17 on SP 226683	Stanley	Indooroopilly	50767959
Lot 18 on SP 226683	Stanley	Indooroopilly	50767960
Lot 19 on SP 226683	Stanley	Indooroopilly	50767961
Lot 20 on SP 226683	Stanley	Indooroopilly	50767962
Lot 21 on SP 226683	Stanley	Indooroopilly	50767963
Lot 22 on SP 226683	Stanley	Indooroopilly	50767964
Lot 23 on SP 226683	Stanley	Indooroopilly	50767965
Lot 24 on SP 226683	Stanley	Indooroopilly	50767966
Lot 25 on SP 226683	Stanley	Indooroopilly	50767967
Lot 26 on SP 226683	Stanley	Indooroopilly	50767968

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 226683	7	7
Lot 2 on SP 226683	7	7
Lot 3 on SP 226683	7	7
Lot 4 on SP 226683	7	7
Lot 5 on SP 226683	5	5
Lot 6 on SP 226683	7	7
Lot 7 on SP 226683	7	7
Lot 8 on SP 226683	7	7
Lot 9 on SP 226683	7	7
Lot 10 on SP 226683	7	7
Lot 11 on SP 226683	7	7
Lot 12 on SP 226683	7	7
Lot 13 on SP 226683	7	7
Lot 14 on SP 226683	5	5
Lot 15 on SP 226683	7	7
Lot 16 on SP 226683	7	7
Lot 17 on SP 226683	7	7
Lot 18 on SP 226683	7	7
Lot 19 on SP 226683	7	7
Lot 20 on SP 226683	7	7
Lot 21 on SP 226683	7	7
Lot 22 on SP 226683	7	7
Lot 23 on SP 226683	5	5
Lot 24 on SP 226683	7	7
Lot 25 on SP 226683	7	7
Lot 26 on SP 226683	7	7
TOTALS	176	176

1. The Contribution Schedule Lot entitlements are not equal as it is fair and equitable for them to not be equal.
2. All Lots start with an equal base of entitlements. Such base recognises that each Lot benefits equally in respect of certain items such as secretarial fees, audit fees, printing, postage, outlay etc. Further, it recognises that there are parts of the Common Property which are equally used by all Lots.
3. Additional entitlements are added to the base figure for each Lot to acknowledge that there are different common property costs or lot servicing costs which the Body Corporate will incur, including:
 - (a) The Lot size (including the number of bedrooms);
 - (b) Lift operation and servicing costs;
 - (c) The external surfaces of the Lots; and
 - (d) Other cost factors for example caretakers costs and sinking fund costs (e.g. painting).

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

1. 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.
- (a) "Act" means the Body Corporate and Community Management Act 1997 as amended from time to time.
 - (b) "Body Corporate" means the body corporate for the Scheme established pursuant to the Act.
 - (c) "Building" means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.
 - (d) "Plan" means the registered Survey Plan for the Scheme Land.
 - (e) "By-laws" means the By-laws for the Scheme.
 - (f) "Common Property" means the common property for the Scheme.
 - (g) "Committee" means the Committee of the Body Corporate appointed pursuant to the Act.
 - (h) "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.
 - (i) "Scheme Land" means the land contained within the Scheme.
 - (j) "Lot" means a lot in the Scheme.
 - (k) "Secretary" means the secretary of the Body Corporate.
 - (l) "Scheme" means the community title scheme for Visage, 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 owner or 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.
- 3.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 3.4 All visitor parking spaces, driveways and car/vehicle turning areas indicated on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit. Visitor parking bays shall be available for use by all bona-fide visitors, guests or invitees of the sites tenants.

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 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 Unless the Body Corporate provides some other way of garbage disposal, the owner or occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 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 Internal collection of refuse and recyclables is at all times the responsibility of the Body Corporate and owners and occupiers of the lots. All refuse must be collected internally to the nominated refuse collection point in accordance with an agreement for refuse collection entered between the Body Corporate and Brisbane City Council.

11.4 All owners and occupiers indemnify Brisbane City Council and its agents in respect of any damage to the pavement and other driving surfaces resulting from the collection of refuse. All owners and occupiers agree to notify future owners and occupiers of this indemnity.

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 or passageways. In the event that objects are left in the common stairways or passageways, 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.

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, AWNINGS, SATELLITE DISHES OR AERIALS

- 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, awning, satellite dish or aerials 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 are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those described in the conditions for the development approval for the Scheme and those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.
- 18.4 Fencing and privacy screens are to be maintained in accordance with the development approval.

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 a 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.
- 25.2 Notices: A proprietor or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notices displayed in the common area by authority of the Committee of the Body Corporate or of any statutory authority.
- 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.
- 29.2 Any externally mounted air conditioning or mechanical plant installations:
- (a) are to be screened such that they are not visible when viewed from the street frontage(s), or existing buildings adjoining and / or opposite the Building;
 - (b) which are required to be located on a roof, wall, balcony or garden areas, are to be appropriately screened or shaped according to the acoustic requirements of the development package issued by Brisbane City Council for the Building so as to integrate in a complementary manner with the overall design of the roof, wall, balcony or garden area in which the installation is to be located.

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.

34. RECREATION AREAS

- 34.1 Any recreational areas of the Common Property shall be used by an owner or occupier of the Lot subject to the following:
- (a) children below the age of 8 years are not to be in or around the recreation areas, unless supervised by an adult exercising effective control over them;

- (b) no alcoholic beverages or glasses are to be taken to or consumed in or around the recreation areas;
- (c) no person shall run, splash or behave in an offensive manner within such areas;
- (d) the hours of operation of any recreation areas shall be as determined by the Committee;
- (e) dress standards may be imposed by the Committee from time to time; and
- (f) no person shall operate, adjust or interfere with the operation of any of the equipment associated with the recreation areas or any other equipment on the Common Property.
- (g) The vehicle garage areas and visitor parking areas are not recreational areas.

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, water, gas or electricity 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 Body Corporate, or its authorised agents, are permitted to enter upon any exclusive use car park area for the purposes of cleaning by way of blowing or hosing (if permitted by Council water regulations). This by-law does not override by-law 37.2, and the Owner or Occupier is still required to keep their car park area clean, tidy and in good repair.
- 37.5 Subject to the other provisions of this Community Management Statement, the Body Corporate is entitled to grant an occupation authority over any part of the Common Property to the caretaker and letting agent for the Building, for their exclusive use.
- 37.6 The communal open space areas (ie. Recreation area, internal footpaths / pedestrian circulation routes, buffer landscaping, clothes drying areas, bin storage area) as shown on the approved plans of layout shall not be designated for the exclusive use of any lot.
- 37.7 The bicycle storeroom located on the Common Property is for the use and enjoyment of all owners and occupiers. All owners and occupiers must ensure that the bicycle storeroom is kept locked at all times when not accessing the storeroom.
- 37.8 The exclusive use areas designated as 'car park' may not be used for storage of personal items, furniture, boxes etc.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The location of service easements are shown in the attached services location diagram.

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

Type of Statutory Easement	Lots Affected
Telstra	Lots 1 to 26 & Common Property on SP 226683
UG Electricity	Lots 1 to 26 & Common Property on SP 226683
Sewerage	Lots 1 to 26 & Common Property on SP 226683
Water	Lots 1 to 26 & Common Property on SP 226683
Storm Water	Lots 1 to 26 & Common Property on SP 226683
Support and Shelter	Lots 1 to 26 & Common Property on SP 226683
Recycled Water	Lots 1 to 26 & Common Property on SP 226683

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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LOT	EXCLUSIVE USE AREA	PURPOSE
Lot 1 on SP 226683	Area N on sketch marked A	Carpark
Lot 2 on SP 226683	Area U on sketch marked A	Carpark
Lot 3 on SP 226683	Area O on sketch marked A	Carpark
Lot 4 on SP 226683	Area R on sketch marked A	Carpark
Lot 5 on SP 226683	Area X on sketch marked A	Carpark

LOT	EXCLUSIVE USE AREA	PURPOSE
Lot 6 on SP 226683	Area C on sketch marked A	Carpark
Lot 7 on SP 226683	Area E on sketch marked A	Carpark
Lot 8 on SP 226683	Area F on sketch marked A	Carpark
Lot 9 on SP 226683	Area I on sketch marked A	Carpark
Lot 10 on SP 226683	Area M on sketch marked A	Carpark
Lot 11 on SP 226683	Area W on sketch marked A	Carpark
Lot 12 on SP 226683	Area P on sketch marked A	Carpark
Lot 13 on SP 226683	Area T on sketch marked A	Carpark
Lot 14 on SP 226683	Area Y on sketch marked A	Carpark
Lot 15 on SP 226683	Area B on sketch marked A	Carpark
Lot 16 on SP 226683	Area D on sketch marked A	Carpark
Lot 17 on SP 226683	Area H on sketch marked A	Carpark
Lot 18 on SP 226683	Area J on sketch marked A	Carpark
Lot 19 on SP 226683	Area L on sketch marked A	Carpark
Lot 20 on SP 226683	Area V on sketch marked A	Carpark
Lot 21 on SP 226683	Area Q on sketch marked A	Carpark
Lot 22 on SP 226683	Area S on sketch marked A	Carpark
Lot 23 on SP 226683	Area Z on sketch marked A	Carpark
Lot 24 on SP 226683	Area A on sketch marked A	Carpark
Lot 25 on SP 226683	Area G on sketch marked A	Carpark
Lot 26 on SP 226683	Area K on sketch marked A	Carpark

'B'



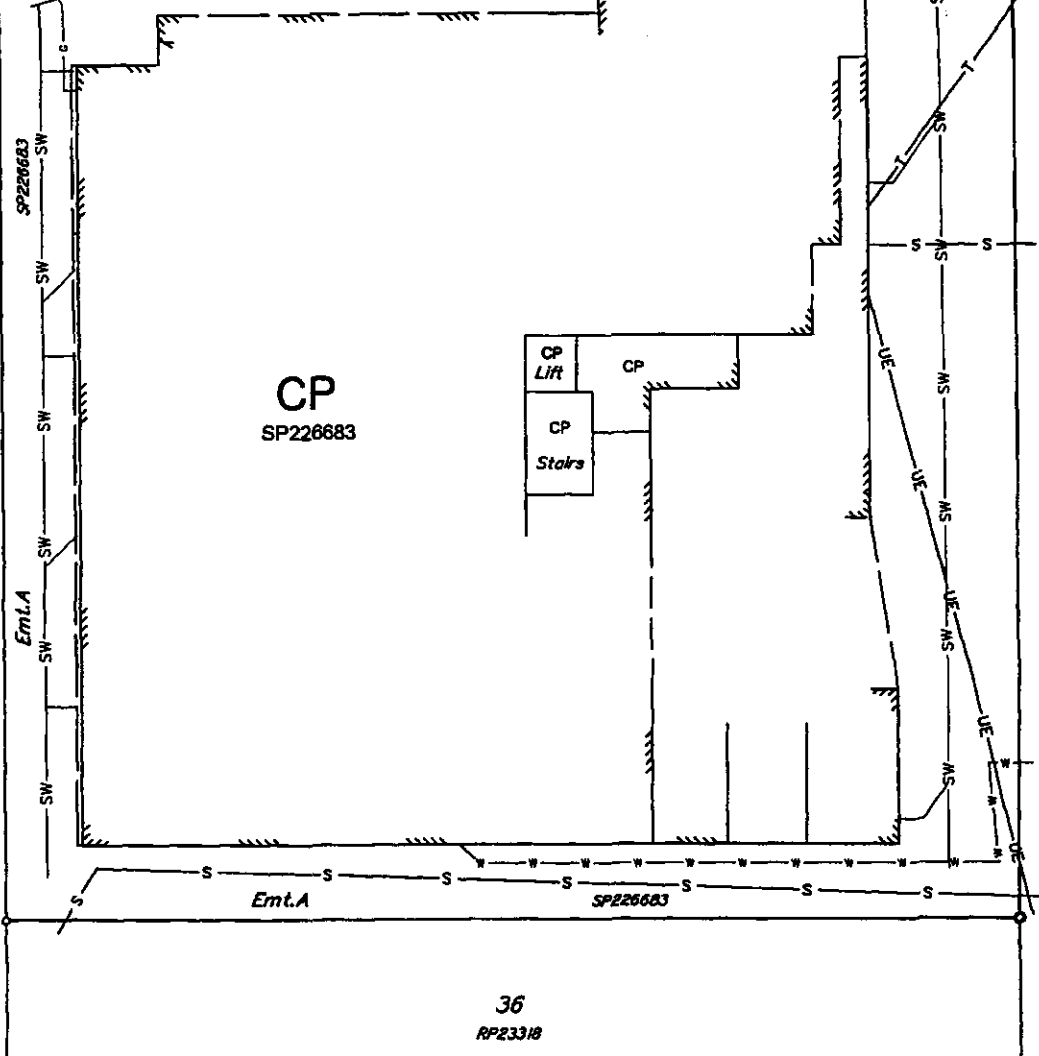
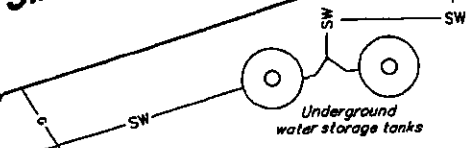
SIR FRED SCHONELL DRIVE

STREET

WARREN

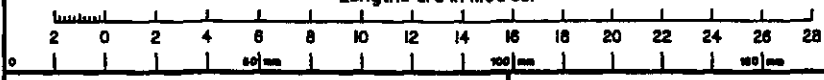
CP
SP226683

CP
BUP13271



- TELSTRA ——— T ———
- U/G ELECTRICITY ——— UE ———
- WATER ——— W ———
- GAS ——— G ———
- STORMWATER ——— SW ———
- SEWERAGE ——— S ———

Lengths are in Metres.



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 816 167
PASSED	
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

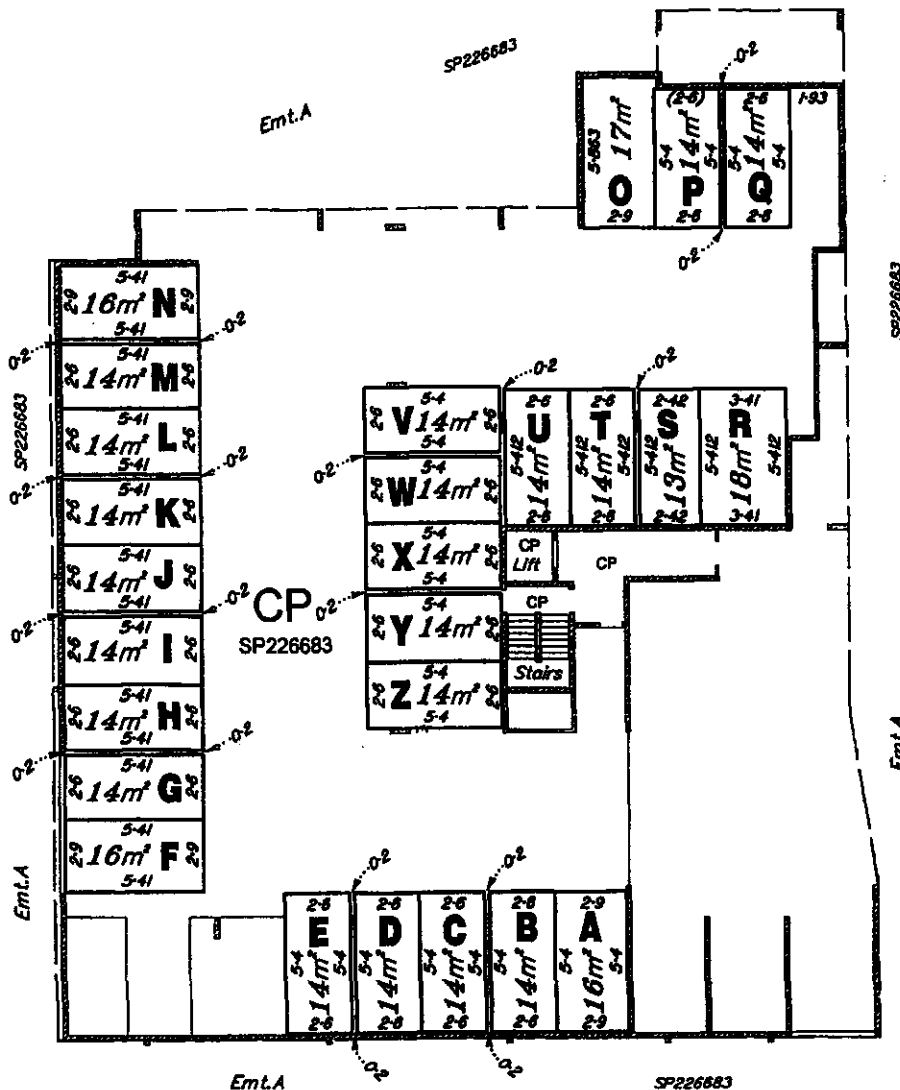
SIMPSON RAYNER SURVEYS
 SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 816 167
 CADASTRAL LAND SURVEYORS, PLANNERS
 AND LAND DEVELOPMENT CONSULTANTS
 5/M53 Metroplex Avenue, MURRARIE Q 4172
 Telephone (07) 3899 8105 Fax. (07) 3899 8107
 Email: info@srsurveys.com.au

**SERVICE LOCATION DIAGRAM
 ON LEVEL A IN
 COMMON PROPERTY ON SP226683**
 ST LVC-A
 "VISAGE" CMS 3999
 PARISH INDOOROPILLY COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL		BURY. A.T.W.
JOB NO. 08420	DWG FILE SR080164	DRAWN
HORIZONTAL DATUM SP226683	VERTICAL DATUM	B.R.P.D.
SCALE @ A3 1:200	PLAN REF. 08420 A3/10	CHECK A.T.W.

DRAWN - STANFIELDS
SR080164

'A'

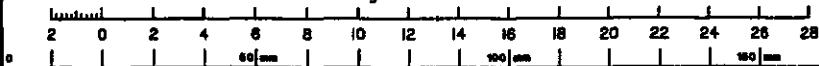


SIMPSON RAYNER SURVEYS PTY LTD, ACN 078 818 167
 certify that the details shown on this plan are correct.

[Signature]
 27/3/09
 Cadastral Surveyor

————— Denotes face of Concrete Block
 ———— Denotes face of Concrete pillar

Lengths are in Metres.



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
PASSED	<i>[Signature]</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, MURRARRIE 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 SP226683**
 ST LUCIA
 "VISAGE" CMS...39991.....

PARISH INDOOROOPILLY COUNTY STANLEY

LOCAL AUTHORITY BRISBANE CITY COUNCIL		SURV. A.T.W.
JOB NO. 06420	DWG FILE SRO60164 DATE 27/3/2009	DRAWN
HORIZONTAL DATUM SP226683	VERTICAL DATUM	S.R.P.D.
SCALE B A3 1:200	PLAN REF. 06420 A3/9	CHECK A.T.W.

SP226683 - E PLAN 15/03/09