

DISCLOSURE STATEMENT

Pursuant to Section 206 & Additional Information pursuant to Section 223

BODY CORPORATE & COMMUNITY MANAGEMENT ACT 1997 (AS AMENDED)

LOT 57 “GRAND VIEW HEIGHTS”

PROPERTY DETAILS

CTS No.	: 22808
Lot Number	: 57
Unit Number	: 57
Scheme Address	: 3236 Mt Lindesay Highway, Browns Plains QLD 4118
Plan Type & Number	: SFP 104858
Regulation Module	: Accommodation Module
Information (if any) prescribed under Regulation Module	: Not Applicable

LOT ENTITLEMENTS

CONTRIBUTION Lot Entitlement	1	INTEREST Lot Entitlement	1
Aggregate	65	Aggregate	65

The CONTRIBUTION Schedule of Lot entitlements are **Equal**

FINANCIAL INFORMATION

Scheme Financial Year : 1 July to 30 June

The balance of the Administration Fund is \$29,760.61 CREDIT AS AT 29 August 2024

The balance of the Sinking Fund is \$144,578.20 CREDIT AS AT 29 August 2024

ANNUAL CONTRIBUTIONS:

PAYMENT PERIODS	DUE DATE	ADMINISTRATION FUND (Gross)	SINKING FUND (Gross)
01/07/23 to 30/09/23	01/07/23	\$775.00	\$60.00
01/10/23 to 31/12/23	01/10/23	\$775.00	\$60.00
01/01/24 to 31/03/24	01/01/24	\$825.00	\$84.00
01/04/24 to 30/06/24	01/04/24	\$825.00	\$84.00
Annual TOTAL		\$3,200.00	\$288.00
Pre-Issue			
01/07/24 to 30/09/24	01/07/24	\$825.00	\$84.00
01/10/24 to 31/12/24	01/10/24	\$825.00	\$84.00

Levy Discount : A discount does not apply

Details of other contributions
for this Lot : Nil

- (I) The annual contributions payable by the owner of the lot are calculated based on the contribution schedule lot entitlements for lots in the scheme.
- (II) The contribution schedule lot entitlements and the interest schedule lot entitlements for lots included in the scheme are set out in the Community Management Statement for the scheme

The Seller is not the original owner of the Lot

Improvements to the Common Property
for which the owner of the Lot is
responsible : Nil

BODY CORPORATE MANAGER

Name : QBS Strata Management
Address : PO Box 1079, Oxenford QLD 4210
Telephone : (07) 5519 9000

The Body Corporate Manager is not engaged to perform the functions of a committee.

BODY CORPORATE SECRETARY

Name : Patricia Seg
Address : C/- PO Box 1079, Oxenford QLD 4210
Telephone : (07) 5519 9000

Who is responsible for issuing Body
Corporate Information Certificates? : QBS Strata Management

Is there a Committee for the Body Corporate? : Yes

Body Corporate assets required to be recorded on a Register maintained by the Body Corporate are : Yes - See attached

INSURANCE

Insurer : Allianz Australia Insurance Limited
Policy No. : QRSC22002915
Date of Expiry : 12 June 2025

Building : \$28,393,277.00
Common Contents : \$283,933.00
Public Liability : \$20,000,000.00

IMPLIED WARRANTIES (Additional information pursuant to section 223)

Particulars of Body Corporate mortgages or charges over its assets or any unsatisfied judgements against it : Nil

Latent or patent defects relating to the Common Property or Body Corporate assets based on a Search of the body corporate records or verbal Information, other than defects arising from fair wear and tear and any defects disclosed in the contract of sale

: There is no evidence in the body corporate records of any patent or latent defects.

Exclusions: Fair wear and tear. All Purchasers should show due diligence and employ a suitably qualified contractor to carry out a building and pest inspection of the common property and the subject lot to protect their interests.

Any other matters that may be of interest or that may materially prejudice the purchaser

: There were no further matters of significant interest disclosed in the records made available at the time of our inspection.

Does it appear from the records inspected that the Body Corporate can meet its actual, contingent or expected liabilities (other than normal operating expenses) from its available funds

: Following inspection of the body corporate records it appears that the body corporate can meet its actual or expected liabilities from the current funds available (including any outstanding levies).

Dated.....

Signature of Seller(s)/Seller(s) Agent

Witness..... (not required if signed electronically)

ACKNOWLEDGEMENT

The Buyer –

(a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature

(b) Acknowledges having received and read this Disclosure Statement before entering into the Contract to buy the mentioned Lot.

Dated.....

Signature of Buyer(s)

Witness..... (not required if signed electronically)

Disclaimer:

Information contained in this report was obtained by carrying out a physical inspection of the Body Corporate records made available under Section 205 of the BCCM Act. SCLS Pty Ltd cannot be held liable for any failure of the Secretary or managing agent to make all books and records available for inspection under Section 205 of the BCCM Act. You should be aware that all of the records may not have been available for inspection and the records may not have been complete or sufficiently well organized to allow a thorough inspection.

Recommendations:

It is recommended that the Disclosure Statement be updated if the Body Corporate holds a meeting after preparation of this Statement, as affairs of the Body Corporate change quite regularly.

A physical inspection of the building, grounds or the subject Lot has **NOT** been carried out by Sun City Legal Services. As such, we highly recommend a building and pest inspection report be commissioned by the purchaser. A building and pest inspection report may assist by providing details of any unknown defects in the common property or the subject lot.



Phone: (07) 5458 6878

Fax: (07) 3036 5553

Email: helpdesk@scls.com.au

Web: www.scls.com.au

QBS Strata Management

PO Box 1079, Oxenford, QLD 4210

Phone: (07) 5519 9000 Email: reception@qbsmanagement.com.au

Website: picagroup.com.au/qbs-strata-management ACN: 114 635 193

Trustee for S.E. QLD Corporate Management Unit Trust, where ABN 86 965 584 736 is the ABN of the trust.



qbs strata
management

powered by pica group

GRAND VIEW HEIGHTS CTS 22808

BALANCE SHEET

AS AT 29 AUGUST 2024

	ACTUAL 29/08/2024	ACTUAL 30/06/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	29,760.61	8,556.66
Sinking Fund	144,578.20	139,998.86
<u>TOTAL</u>	<u>\$ 174,338.81</u>	<u>\$ 148,555.52</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	74,152.24	77,073.79
Investment Account 1	104,100.78	102,895.08
Levies In Arrears	6,013.04	2,531.95
Other Arrears	2,020.17	265.39
<u>TOTAL ASSETS</u>	<u>186,286.23</u>	<u>182,766.21</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	2,954.34	(1,704.55)
Creditors	554.06	372.20
Accrued Expenses	0.00	358.55
Levies In Advance	8,614.33	34,385.00
Provision For Income Tax	(175.31)	799.49
<u>TOTAL LIABILITIES</u>	<u>11,947.42</u>	<u>34,210.69</u>
<u>NET ASSETS</u>	<u>\$ 174,338.81</u>	<u>\$ 148,555.52</u>



GRAND VIEW HEIGHTS CTS 22808

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 29 AUGUST 2024

	ACTUAL 01/07/24-29/08/24	BUDGET 01/07/24-30/06/25	VARIANCE %	ACTUAL 01/07/23-30/06/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Admin Fund	48,750.00	198,073.00	24.61	189,090.90
Interest On Overdue Levies	314.47	0.00		2,061.41
<u>TOTAL ADMIN FUND INCOME</u>	49,064.47	198,073.00		191,152.31
<u>EXPENDITURE</u>				
Audit Fees	1,150.00	1,150.00	100.00	0.00
Bank Charges (Gst)	1.50	20.00	7.50	13.04
Body Corporate Admin	3,953.35	16,150.00	24.48	15,539.23
Quarterly Bas	190.91	800.00	23.86	763.64
Income Tax Preparation	190.91	220.00	86.78	190.91
Electricity	354.80	2,800.00	12.67	2,640.65
Fees & Permits	0.00	250.00	0.00	0.00
Grounds And Gardens	527.19	3,600.00	14.64	3,310.11
Insurance - Build / Public Lia	0.00	37,600.00	0.00	34,160.17
Insurance - Stamp Duty	0.00	3,450.00	0.00	3,132.38
Caretakers Fees	18,839.56	113,300.00	16.63	109,302.00
R & M - Building	49.99	2,800.00	1.79	1,273.61
Electrical	338.85	500.00	67.77	0.00
Fire Protection	0.00	1,700.00	0.00	1,355.50
Plumbing	0.00	560.00	0.00	465.00
Pool	0.00	1,500.00	0.00	992.58
Pest Control	0.00	5,000.00	0.00	4,581.82
Refuse Removal	182.55	3,800.00	4.80	3,708.20
Communications & Outlays	1,795.06	7,500.00	23.93	7,179.44
Software Fees	285.85	1,300.00	21.99	1,143.40
<u>TOTAL ADMIN FUND EXPENDITURE</u>	27,860.52	204,000.00		189,751.68
<u>SURPLUS / DEFICIT</u>	\$ 21,203.95	\$ (5,927.00)		\$ 1,400.63
Opening Balance	8,556.66	8,556.66	100.00	7,156.03
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 29,760.61	\$ 2,629.66		\$ 8,556.66



GRAND VIEW HEIGHTS CTS 22808

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 29 AUGUST 2024

	ACTUAL 01/07/24-29/08/24	BUDGET 01/07/24-30/06/25	VARIANCE %	ACTUAL 01/07/23-30/06/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	4,963.64	20,445.50	24.28	17,018.18
Interest Received	1,205.70	3,000.00	40.19	4,442.32
<u>TOTAL SINKING FUND INCOME</u>	6,169.34	23,445.50		21,460.50
<u>EXPENDITURE</u>				
Income Tax	0.00	0.00	0.00	974.98
Cleaning	0.00	0.00	0.00	2,959.00
Grounds & Gardens	500.00	0.00		725.46
R & M Building	1,090.00	0.00		3,690.00
Pool	0.00	0.00	0.00	4,818.18
<u>TOTAL SINKING FUND EXPENDITURE</u>	1,590.00	0.00		13,167.62
<u>SURPLUS / DEFICIT</u>	<u>\$ 4,579.34</u>	<u>\$ 23,445.50</u>		<u>\$ 8,292.88</u>
Opening Balance	139,998.86	139,998.86	100.00	131,705.98
<u>SINKING FUND BALANCE</u>	<u>\$ 144,578.20</u>	<u>\$ 163,444.36</u>		<u>\$ 139,998.86</u>



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC22002915
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Grand View Heights Community Title Scheme 22808 3236 Mount Lindesay Highway, Browns Plains, QLD, 4118
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 12/06/2024 Expiry Date: 4:00pm on 12/06/2025
INTERMEDIARY	Body Corporate Brokers
ADDRESS	PO Box 5579, Gold Coast MC, QLD, 9726
DATE OF ISSUE	28/05/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$28,393,277
		Common Area Contents	\$283,933
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$4,258,991
		OPTIONAL COVERS	
		1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$8,517,983
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number: PSC0200689

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

3236 MOUNT LINDESAY HWY

BROWNS PLAINS QLD

Postcode

4

1

1

8

Lot and plan details:

9999/GTP/104288

Local government area:

LOGAN CITY

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

2

0

/

0

1

/

2

0

2

4

Expiry date:

2

0

/

0

1

/

2

0

2

5

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

CRAIG WILLIAM HERGENHAN

Pool safety inspector
licence number:

PS101491

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

Page Number: 1

29 August 2024

ASSET REGISTER

GRAND VIEW HEIGHTS CTS 22808

Description	Type	Method of Acquisition	Date of Acquisition	Acquired from	Original Cost	Cost to date	Market Value
Gas BBQ 4 Burner Gauci	Furniture & Fittings	Purchase	05/06/96		560.00	560.00	
Gas Bottle for BBQ	Furniture & Fittings	Purchase	05/06/96		50.00	50.00	
Pool Chlorinator Waterchlor 40 Model W95	Plant and Machinery	Purchase	05/06/96		865.00	865.00	
Sand Filter Watercro Micro High Rate S800	Plant and Machinery	Purchase	05/06/96		1,706.00	1,706.00	
Pool Motor & Pump Waterco Turbotuf 200	Plant and Machinery	Purchase	05/06/96		1,090.00	1,090.00	
Pool Clean Equipment Various Incl. Vac hose, broom & rake	Plant and Machinery	Purchase	05/06/96		150.00	150.00	
Rain Water Tank	Plant and Machinery	Purchase	01/07/07			0.00	1,400.00
Security Cameras	Furniture & Fittings	Purchase	01/10/06			0.00	5,200.00
				Page Totals	4,421.00	4,421.00	6,600.00
				Report Totals	4,421.00	4,421.00	6,600.00

ASSET REGISTER

GRAND VIEW HEIGHTS CTS 22808

Description	Type	Method of Acquisition	Date of Acquisition	Acquired from	Original Cost	Cost to date	Market Value
Salt Chlorinator & Sand Filter	Plant and Machinery	Purchase	30/06/08			0.00	1,300.00
Baracuda Pool Cleaner	Plant and Machinery	Purchase	10/10/07			0.00	700.00
Honda HRU19D M&C Mower Serial No 1019807	Plant and Machinery	Purchase	18/09/08	The Mower Place 8 Central Court BROWNS PLAINS 4118		0.00	739.00
Zodiac G1 Pool Cleaner Purchased from Best Pool Supplies	Plant and Machinery	Purchase	21/07/17	CARETAKER -GVH - (TANG) 1 / 3236 Mt Lindesay Hwy Browns Plains QLD 4118	384.00	384.00	384.00
Chlorinator	Plant and Machinery	Purchase	05/10/23	SWIMART BROWNS PLAINS 1/65 Grand Plaza Drive BROWNS PLAINS QLD 4118	5,300.00	5,300.00	5,300.00
Pump Supatuf 200	Plant and Machinery	Purchase	21/12/22	SWIMART BROWNS PLAINS 1/65 Grand Plaza Drive BROWNS PLAINS QLD 4118	1,379.50	1,379.50	1,379.50
Page Totals					7,063.50	7,063.50	9,802.50
Report Totals					11,484.50	11,484.50	16,402.50

FORM 14 Version 2

Land Title Act 1994 and Land Act 1994

GENERAL REQUEST

QUEENSLAND LAND REGISTRY

Dealing No.

Stamp Duty Imprint

**702933385****\$70.00****02/10/1998 15:18****BE 470****1. Nature of Request**

Request to record new Community Management Statement for
GRAND VIEW HEIGHTS COMMUNITY TITLES SCHEME
 22808

Lodger Name, address & phone number**Lodger Code**

S.E. Qld Corporate Management
 13 Laura Court, BEAUDESERT 4285
 PH: 07 5541 2004

2. Description of Lot

COMMON PROPERTY OF GRAND
 VIEW HEIGHTS CTS 22808

County

Stanley

Parish

Mitchell

Title Reference

50127543

3. Registered Proprietor / Crown Lessee

BODY CORPORATE FOR GRAND VIEW HEIGHTS CTS 22808

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR GRAND VIEW HEIGHTS CTS 22808

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends item 2 and schedules C and E be recorded as the Community Management Statement for Grand View Heights Community Titles Scheme.

7. Execution by applicant

Execution Date

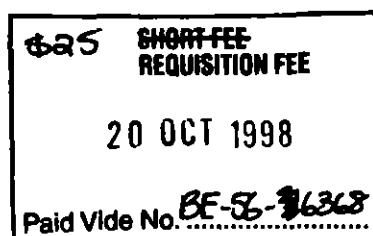
22/10/98



Applicant's or Solicitor's Signature

[Signature]
 Body Corporate Manager

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



FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

Page 1 of 13

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

This statement incorporates and must include the
following:

22808

Office use only

CMS LABEL NUMBER

1. Name of community titles scheme

GRAND VIEW HEIGHTS COMMUNITY TITLES SCHEME
22808

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR GRAND VIEW HEIGHTS COMMUNITY TITLES SCHEME 22808

4. Scheme land

Description of Lot	County	Parish	Title Reference
Common Property of Grand View Heights C.T.S. 22808	Stanley	Mitchell	50127543
Lots 1 to 22 on G.T.P. 104288	Stanley	Mitchell	50127544 – 50127565
Lots 24 to 40 on G.R.P. 106424	Stanley	Mitchell	50191642 – 50191658
Lots 42 to 67 on S.F.P. 104858	Stanley	Mitchell	50232666 – 50232691

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 54(4) of the Body Corporate and Community Management Act 1997 .signed

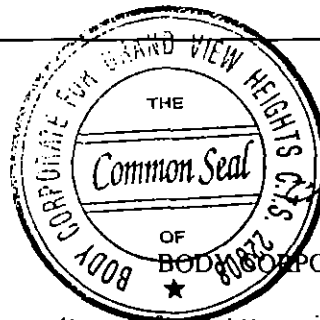
.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

22 / 9 / 98



Execution

M.A. McGRATH
BODY CORPORATE MANAGER

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

SCHEDULE A

SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on G.T.P. 104288	1	1
Lot 2 on G.T.P. 104288	1	1
Lot 3 on G.T.P. 104288	1	1
Lot 4 on G.T.P. 104288	1	1
Lot 5 on G.T.P. 104288	1	1
Lot 6 on G.T.P. 104288	1	1
Lot 7 on G.T.P. 104288	1	1
Lot 8 on G.T.P. 104288	1	1
Lot 9 on G.T.P. 104288	1	1
Lot 10 on G.T.P. 104288	1	1
Lot 11 on G.T.P. 104288	1	1
Lot 12 on G.T.P. 104288	1	1
Lot 13 on G.T.P. 104288	1	1
Lot 14 on G.T.P. 104288	1	1
Lot 15 on G.T.P. 104288	1	1
Lot 16 on G.T.P. 104288	1	1
Lot 17 on G.T.P. 104288	1	1
Lot 18 on G.T.P. 104288	1	1
Lot 19 on G.T.P. 104288	1	1
Lot 20 on G.T.P. 104288	1	1
Lot 21 on G.T.P. 104288	1	1
Lot 22 on G.T.P. 104288	1	1
Lot 24 on G.R.P. 106424	1	1
Lot 25 on G.R.P. 106424	1	1
Lot 26 on G.R.P. 106424	1	1
Lot 27 on G.R.P. 106424	1	1
Lot 28 on G.R.P. 106424	1	1
Lot 29 on G.R.P. 106424	1	1
Lot 30 on G.R.P. 106424	1	1
Lot 31 on G.R.P. 106424	1	1
Lot 32 on G.R.P. 106424	1	1
Lot 33 on G.R.P. 106424	1	1
Lot 34 on G.R.P. 106424	1	1
Lot 35 on G.R.P. 106424	1	1
Lot 36 on G.R.P. 106424	1	1
Lot 37 on G.R.P. 106424	1	1
Lot 38 on G.R.P. 106424	1	1
Lot 39 on G.R.P. 106424	1	1
Lot 40 on G.R.P. 106424	1	1
Lot 42 on S.E.P. 104858	1	1
Lot 43 on S.E.P. 104858	1	1
Lot 44 on S.E.P. 104858	1	1
Lot 45 on S.E.P. 104858	1	1
Lot 46 on S.E.P. 104858	1	1
Lot 47 on S.E.P. 104858	1	1
Lot 48 on S.E.P. 104858	1	1
Lot 49 on S.E.P. 104858	1	1
Lot 50 on S.E.P. 104858	1	1
Lot 51 on S.E.P. 104858	1	1
Lot 52 on S.E.P. 104858	1	1
Lot 53 on S.E.P. 104858	1	1
Lot 54 on S.E.P. 104858	1	1
Lot 55 on S.E.P. 104858	1	1
Lot 56 on S.E.P. 104858	1	1
Lot 57 on S.E.P. 104858	1	1
Lot 58 on S.E.P. 104858	1	1
Lot 59 on S.E.P. 104858	1	1
Lot 60 on S.E.P. 104858	1	1
Lot 61 on S.E.P. 104858	1	1
Lot 62 on S.E.P. 104858	1	1
Lot 63 on S.E.P. 104858	1	1
Lot 64 on S.E.P. 104858	1	1
Lot 65 on S.E.P. 104858	1	1
Lot 66 on S.E.P. 104858	1	1
Lot 67 on S.E.P. 104858	1	1
TOTALS	65	65

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 57(1)(e) and (f) of the B.C.C.M. Act is not applicable.

SCHEDULE C	BY-LAWS
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1. Damage to Lawns, etc. on Common Property. An owner or occupier of a lot shall not:

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

2. Damage to Common Property. An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter any structure or construct any structures that forms part of the common property except with the consent in writing of the Body Corporate, but this By-Law does not prevent an owner or person authorised by him from installing:

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

provided that the locking or other safety device, or as the case may be, screen or other device is of a colour as approved by the body corporate, is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building.

3. Appearance of Building. (a) An owner or occupier of a lot shall not, without the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or any other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.

(b) No television, radio or other aerial, antennae, dish, tower, or other transmitting or receiving structure or any other similar devices shall be erected, installed, placed or maintained upon the outside of the building.

(c) No external blinds, canopies, awnings or pergolas shall be erected, constructed or placed or permitted to remain upon the outside of the building without the prior consent in writing of the Body Corporate.

(d) An owner or occupier of a lot shall keep clean all glass in windows and doors (including so much thereof as is common property) and if any such glass is broken or cracked he shall, at his own expense, replace the broken or cracked glass with fresh glass of the same kind and weight as at present.

(e) An owner or occupier of a lot shall not hang curtains visible from the outside of his lot unless those curtains have a backing of such colour and design as shall be approved in writing by the Body Corporate. An owner or occupier of a lot shall not install, renovate and/or replace any curtain backing, or window tinting without the colour and design of the same being first approved in writing by the Body Corporate. In granting such approval the Body Corporate shall ensure that the curtain backings and window tinting used in all of the lots is in keeping with the amenity of the building.

(f) An owner or occupier of a lot shall not, without the prior written consent of the Body Corporate, do or permit anything to be done, or maintain within his lot or outside of his lot anything visible from the outside of his lot, that is not in keeping with the amenity of the building.

(g) An owner or occupier of a Lot shall not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot any materials or items which the Committee reasonably considers to be unsightly or detracting from the appearance of the townhouse.

4. Structural Alterations to Lots. An owner or occupier of lot shall not make any structural alteration to his lot (including any alteration to gas, water, electrical installations and including the installation of any air-conditioning system) without the prior consent in writing of the Body Corporate. The Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner or occupier of the lot shall comply with all such requests.

5. Maintenance of Lots. An owner or occupier of a lot shall maintain his lot in a clean condition and shall take all practical steps to prevent infestations by vermin and/or insects.

6. **Depositing rubbish, etc., on common property.** An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
7. **Not to Litter.** An owner or occupier shall not throw, or allow to fall, or permit or suffer to be thrown, or to fall, any paper, rubbish, refuse, cigarette butts, or other substance whatsoever, out of the windows, doors or down any staircase, from balconies, from the roof or any common area. Any damage or costs for cleaning or repair caused by breach hereto shall be borne by the owner or occupier concerned.
8. **Obstruction.** An owner or occupier of a lot shall not obstruct lawful use of common property by any person.
9. **Noise.** An owner or occupier of a lot shall not create any noise or use his lot or permit his lot to be used in such manner and for such purpose as is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
10. **Unavoidable Noise.** Without derogating from the requirement of By-Law 9, in the event of any unavoidable noise in a lot at any time the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such other steps as may be within his power for the same purpose.
11. **Guests.** Guests leaving after 11.00 p.m. shall be requested by their hosts to leave quietly. Quietness shall also be observed when an owner or occupier of a lot returns to the parcel late at night or during early morning hours.
12. **Behaviour of Invitees.** 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 an owner or occupier of another lot or any person lawfully using common property.
13. **Vehicles.** Save where a by-law made pursuant to Part 5 Division 2 authorizes him so to do, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the body corporate.
14. **Washing of Motor Vehicles.** Motor vehicles are to be washed in such area or areas as the Committee may from time to time nominate.
15. **No Additions Carparking Area or Fences:** No owner shall erect, or cause or allow to be erected on any car parking area or on the common property any fence, wall, barrier or impediment without the written consent of the Committee.
16. **Motor Vehicles, Parking, Private Roads.** (a) An owner or occupier of a lot shall not park or stand any motor vehicle upon any part of the common property except with the prior approval in writing of the Body Corporate.
 - (b) The Body Corporate may, from time to time, designate particular parking areas upon the common property which may be used by owners or occupiers of a lot or their respective invitees or licensees and the days and/or the hours during which the same may be used or may not be used by any such persons and for that purpose the Body Corporate shall be entitled to place and erect signs in and about the common property provided such signs are in keeping with the amenity of the parcel.
 - (c) An owner or occupier of a lot shall observe and comply with all car parking signs erected upon common property and shall further observe and comply with all reasonable directions and requests which they may from time to time receive from any car parking attendant employed or engaged by the Body Corporate for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the common property.
 - (d) An owner or occupier of a lot shall ensure that his invitees and licensees observe and comply with all car parking signs erected upon common property.
 - (e) An owner or occupier of a lot shall ensure that their invitees and licensees use the visitors' car parking areas only for its intended purpose of casual parking and shall also ensure that their invitees and licensees observe and comply with all reasonable directions and requests which they may from time to time receive from any car parking attendant employed or engaged by the Body Corporate for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the common property.
 - (f) No owner or occupier of a lot shall conduct repairs or restorations of any motor vehicle, boat, trailer, caravan or other vehicle upon any part of the common property, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
 - (g) The private roads, pathways, driveways and other common property and any easement giving access to the parcel shall not be obstructed by any owner or occupier of a lot or any of their tenants, guests, servants, employees, agents, invitees or licensees of the owner or be used by them for any purpose other than the reasonable ingress to and egress from their respective lots or the parking areas provided.
 - (h) An owner or occupier of a lot shall not drive or permit to be driven any motor vehicle in excess of two tonnes weight onto or over the common property other than such vehicles necessary to complete the construction and/or occupation of any lot erected on the parcel, and any motor vehicles entitled by any statutes and/or local authority ordinance.

17. **Use of Water.** An owner or occupier of a lot shall ensure that all water taps in his lot are properly turned off after use.
18. **Use of Waste Pipes and Drains.** An owner or occupier of a lot shall not use or permit to be used the water closets, conveniences and other water apparatus and other appurtenances contained in or upon the building or the common property including waste pipes and drains for any purpose other than those for which they were constructed or installed and no sweepings or rubbish or other unsustainable or deleterious substances shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, water pipes, drains or other appurtenances resulting from misuse or negligence shall be borne by the owner of the relevant lot whether the same was caused by his own actions or those of his occupiers, servants, agents, licensees or invitees.
19. **Garbage Disposal.** An owner or occupier of a lot shall:-
 - (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) comply with all local authority by-laws and ordinances in relation to the disposal of garbage; and
 - (c) 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.
 - (d) on the day designated from time to time for collection of garbage to bring any garbage receptacle maintained within the or near his lot to such point or points as may be notified by the Body Corporate.
20. **Storage of flammable liquids, etc.** An owner or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
21. **Source of Light and Power.** An owner or occupier of a lot shall not use any form of light, power or heat other than electric current or gas supplied through metres, provided that this By-Law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.
22. **Overloading Electrical Circuits.** (a) An owner or occupier of a lot shall not install any electrical equipment in his lot that overloads the electrical service supplied to the building without first obtaining the consent in writing of the Body Corporate.
 - (b) If the Body Corporate grants consent then any alterations which may be necessary to comply with the Body Corporate's insurer and any statutes, regulations, ordinances or by-laws relating thereto shall be effected and complied with by the owner requesting consent at his own cost and expense.
 - (c) The owner requesting consent shall also be responsible for the payment of the Body Corporate's costs and expenses of and incidental to the granting of consent and the alterations.
23. **Keeping of animals.** Subject to section 143, an owner or occupier of a lot shall not, without the approval in writing of the body corporate, keep any animal upon his lot or the common property.
24. **Use of Lots.** (a) Subject to the provision of these By-Laws, an owner or occupier of a lot shall use his lot for residential purposes only and no owner or occupier shall use his lot (or any part thereof) for the conduct of any trade, commerce or business or any purpose which may be illegal or injurious to the reputation of the parcel or the owners or occupiers of lots or which may interfere with the peaceful enjoyment of another lot by the owner or occupier thereof or which may interfere with the general management of the building. Subject to the provisions of these By-laws, each lot may be used either for either permanent or temporary accommodation purposes.
 - (b) Whilst GEOVISION INTERNATIONAL PTY LTD or its successors, assigns, or nominee remains an owner of any Lot in the parcel it and its respective servants and/or agents shall be entitled to utilise any townhouse on the parcel of which it remains owner as a display townhouse for the purpose of allowing prospective purchasers of any townhouse upon the parcel to inspect such townhouse and further shall be entitled to place such signs and other advertising and display material in and about the townhouse or the Lot upon which the townhouse is situated, and about the common property which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other townhouses and the general aesthetics and amenity of the parcel and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.
 - (c) Lot 1 (the Manager's Lot) may be used as an office for the purpose of and incidental to offering a letting service from within the parcel and also may be used as a manager's residence.
25. **Auction Sales.** (a) An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place upon the parcel without the approval in writing of the Body Corporate.

- (b) An owner or occupier of a lot shall be permitted to conduct an auction sale from his lot subject to him first obtaining the written approval of the Body Corporate as to the manner, conduct and time of the auction.
26. **Facilities on Common Areas.** The Committee of the Body Corporate may make rules from time to time to regulate the use of the facilities available for use and situated upon the common areas. Rules made shall not be inconsistent with these By-Laws and the same shall be observed by the owners, their tenants, invitees and agents unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.
27. **Observation of Duty.** (a) Subject to the provisions of the Act, the By-Laws for the time being in force bind the Body Corporate and the owners and any mortgagee in possession (whether by himself or any other person), lessee or occupier of a lot to the same extent as if these By-Laws have been signed and sealed by the Body Corporate and each owner and each such mortgagee, lessee and occupier respectively, and as if they contained mutual covenants to observe and perform all of the provisions of these By-Laws.
- (b) The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner or occupier of a lot but also by their respective guests, servants, employees, agents, children, invitees and licensees.
28. **Notice of Accidents.** An owner or occupier of a lot shall give the Body Corporate proper notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which come to his knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as it may be necessary.
29. **Severability.** The provisions of these By-Laws shall so far as possible, be construed as severable provisions to the intent that where any such provision would, but for this By-Law, be invalid or unenforceable, then the remaining provisions of these By-Laws shall nevertheless be valid and enforceable.
30. **Recovery of Money from an owner.** (a) Where it is necessary, in the discretion of the Body Corporate, to seek to recover from an owner of a lot any moneys that are owed by that owner to the Body Corporate whether under the Act or these By-Laws (and also including arrears of levies) then the Committee of the Body Corporate shall be entitled to recover such amount, together with any amount expended by way of legal professional costs and outlays (including solicitor and own client costs) together with the costs of investigation and of service of process as a liquidated debt in an action in any court of competent jurisdiction from such owner.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or these By-Laws by any owner or occupier of a lot or the servants, agents, invitees or licensees of an owner or any of them, then the Body Corporate shall be entitled to recover the amount so expended as a liquidated debt in an action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
- (c) 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 the Body Corporate caused by such owner or occupier or any of their respective licensees or invitees.
31. **Signs.** The Committee may make and maintain rules to control the number, size, colour, design and uniformity of signs which may be displayed, put up or affixed by each owner and by the Body Corporate.
32. **Resolutions signed by all Members Valid.** A resolution in writing, signed by all the members of the Committee for the time being entitled to receive notice of a meeting on the members of the Committee, shall be as valid and effectual as if it had been passed at a meeting of the members of the Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the members of the Committee.
33. **Body Corporate Right of Access.** (a) An owner shall upon receiving one (1) day's notice in writing from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it the right of access to his lot (including the interior of his lot) for the following purposes:
- (i) carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service whether to his lot or to an adjoining lot;
 - (ii) the reading of any electricity metres or sub-metres;
 - (iii) the installation, service, maintenance and repair of electricity metres or sub-metres, Telstra apparatus (including Cable network), fire hydrants and associated appliances; or
 - (iv) the installation, service, maintenance and repair of any appliances for the general benefit of the Body Corporate or the owners as a whole which may be installed on any part of the building and which can only be installed, maintained, serviced or repaired by access through any lot.

(b) If any owner or occupier refuses permission to enter his lot, then the Body Corporate or any contractors, sub-contractor's, workmen, servants, agents or other persons authorised by it shall be entitled to use such force as may be necessary to enter the lot for the purposes indicated above provided however that when exercising any power of entry whether forcible or otherwise the Body Corporate shall ensure that its servants, agents, employees and workmen cause as little inconvenience to the owner or occupier as is reasonable in the circumstances.

34. **Instructing Contractors.** An owner or occupier of a lot shall not directly or indirectly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Body Corporate, shall be directed to the Secretary of the Body Corporate.
35. **Increase of Fire Risk.** An owner or occupier of a lot shall not bring to, do or keep anything in his lot which may increase the rate of fire insurance on the building or any property on the parcel or which may conflict with the laws, regulations or ordinances relating to fires or any insurance policy on the building or any property on the parcel or the regulations or ordinances of any public authority for the time being in force.
36. **Body Corporate to Insure.** The owners of each lot on the Group Titles Plan hereby jointly and severally appoint the body corporate as their agent to effect an insurance cover including fire, storm and tempest on the improvements erected on each lot in the said plan for their full replacement value and to effect further insurance in relation to the use of the improvements thereon as the committee of the body corporate shall in its absolute discretion from time to time determine with a reputable and solvent insurance company. The said appointment shall be irrevocable and shall be deemed to be effected by the registration of the owner on the Certificate of Title to the lots in the Group Titles Plan in the office of the Registrar of Titles.
37. **Recovery of Insurance Premiums.** The body corporate shall be empowered to recover as levy upon the registered owner of each lot in the Group Titles Plan the insurance premium or premiums paid by it in accordance with the preceding by-law pursuant to the provisions of Section 113 of the Body Corporate and Community Management Act 1997.
38. **Security of the Parcel.** The Committee of the Body Corporate shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the parcel. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.
 - (a) The Body Corporate may, but it shall not be obliged to, take all reasonable steps to ensure the security of the parcel and the buildings situated thereon from intruders or to preserve its safety from fire or other hazards and without limiting the generality of the foregoing may:-
 - (i) obtain, install and maintain locks, alarms, communication systems and other security devices; and
 - (ii) restrict by means of key or electronically operated security systems access to the parcel.
 - (b) If the Body Corporate in the exercise of its powers under these By-Laws restricts the access of owners or occupiers to any part of the common property by means of any lock, electronic device or similar security device then it may make such number of keys or operating systems (as it determines) available to the owners free of charge and thereafter may at its discretion make additional numbers thereof available to the owners upon payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate.
 - (c) An owner of a lot to whom any key or any operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to be an occupier.
 - (d) An owner or occupier of a lot under whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.
 - (e) An owner or occupier of a lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced. The owners and occupiers of lots, together with their respective invitees and licensees acknowledge and understand that the Body Corporate is not an insurer and that such owner and occupier and their respective invitees and licensees assume all risks and liabilities for loss or damage to persons, to lots and to the contents of lots.
39. **Tents, Trailers and Temporary Structures.** An owner or occupier of a lot shall not, without the consent in writing of the Body Corporate, place upon common property or upon his lot any tent, trailer or any structure of a temporary nature.
40. **Exterior Fires.** An owner or occupier of a lot shall not light or permit to be lit upon common property any external fires except barbecue fires that are contained within receptacles provided for such purpose and provided further that such barbecue fire does not create a fire hazard.

- 41. Notices to be Observed.** An owner or occupier of a lot shall observe the terms of any notice displayed on common property by the Body Corporate or any statutory authority.
- 42. Communication of Complaints.** All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.
- 43. Infectious Diseases.** In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any lot then the owner or occupier of such lot shall give written notice thereof to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate in disinfecting the premises of any part of the building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.
- 44. Use of Outdoor Recreation Areas.** (a) The outdoor recreation areas, including the barbecue areas, shall not be used between the hours of 10.00 p.m. and 7.00 a.m. without consent of the Committee and then subject to the terms of consent;
- (b) All owners and occupiers of lots when making use of the swimming pool, entertainment areas and adjacent areas (where applicable) shall ensure:
- (i) that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
 - (ii) that children below the age of 13 years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
 - (iii) that alcoholic beverages are not taken to or consumed in or around the swimming pool;
 - (iv) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
 - (v) that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool by any other persons.
- 45. Caretaking and Letting Agreements.** The Body Corporate may enter into any contractual or other arrangement with the Owner of Lot 1 or with any entity or corporation under the control of the Owner of Lot 1 (hereinafter called "the Building Manager") for such owner or entity to provide services for the control, management and administration of the Common Property (a "Caretaking Agreement") and/or an agreement for such owner or entity to provide letting and ancillary services to such of the owners or occupiers of lots who wish to avail themselves of such services (a Letting Agreement").
- (a) For as long as there is in existence a Caretaking Agreement and/or a Letting Agreement pursuant to this By-Law then:
- (i) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreement(s);
 - (ii) the Body Corporate will not allow any person or company other than the party to the Agreement(s) to provide, from the Building or Common Property, any of the services set out in the Agreement(s);
 - (iii) The Building Manager will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides; and
 - (iv) The Body Corporate will be responsible for the reasonable costs of any alterations or additions to any part of the Common Property which may be required by any lawful authority to enable the services set out in the Agreement(s) to be provided.
- (b) The original owner as sole owner and as the owner of Lot 1, which is hereby acknowledged, hereby consents to the conferring of the special privileges in respect of Common Property specified in this By-Law 45.
- (c) The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 114 (1) of the Act at its own expense.
- 46. Joint Facilities.** The Body Corporate, in addition to the powers and authorities conferred upon it by or under the Act and elsewhere in these By-Laws, shall have the power and authority to enter into any contractual or other arrangement with the registered owner for the time being of any parcel of land adjoining the parcel for the purpose of contributing to the cost of providing or maintaining any services or repairing and maintaining any equipment or facility to be used jointly in respect of the two parcels by the Body Corporate and the adjoining registered owner.
- 47. Exclusive Use – Lots 1 – 22, 24 – 40 and 42 – 67.** The owner for the time being of Lots 1 – 22, lots 24 – 40 and Lots 42 – 67 shall be entitled to the exclusive use for himself and his licensees of the area allocated in Schedule E and identified on sketches marked "A", "B" and "C" annexed hereto for the purpose of car parking. The owner for the time being of the said lot shall keep the said area in a clean and tidy condition and shall comply with the By-Laws of the local and any other appropriate authority relating to the use thereof.

48. **Power of Attorney. - Exclusive Use.** Until the completion of all stages of the development, the Original Owner shall have Power of Attorney from and on behalf of all owners in relation to the granting of exclusive use of Common Property, and the original owner shall within three months of registration of each stage cause to be registered an exclusive use by-law in respect of the lots in that stage.
49. **Self Help.** (a) In addition to any other remedies provided for in the Act and these By-Laws, the Body Corporate or its duly authorised agent, shall have the power and authority to abate or remove from the common property (or any part thereof), using such force as may be reasonably necessary, any erection, thing or condition which violates the Act or these By-Laws.
- (b) Unless an emergency situation exists, the Body Corporate shall give the violating owner or occupier reasonable written notice of its intention to exercise self help.
- (c) The Body Corporate shall be entitled to recover the costs incurred in exercising self help, including legal professional costs and outlays (including solicitor and own client costs) as a liquidated debt in an action in any court of competent jurisdiction from the violating owner or occupier.

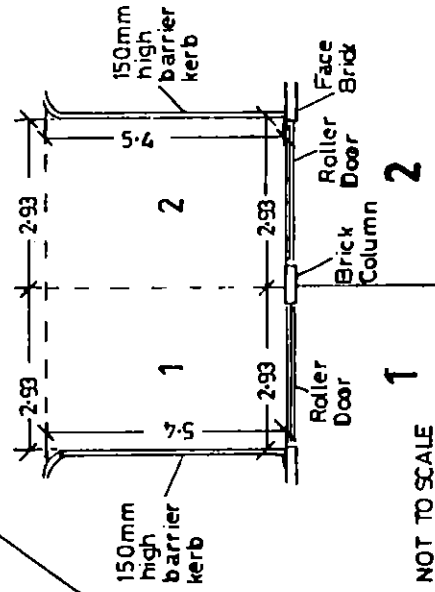
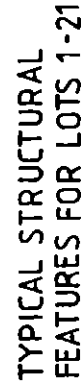
SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on G.T.P. 104288	Area 1 on the attached sketch plan marked "A"	Car Parking
Lot 2 on G.T.P. 104288	Area 2 on the attached sketch plan marked "A"	Car Parking
Lot 3 on G.T.P. 104288	Area 3 on the attached sketch plan marked "A"	Car Parking
Lot 4 on G.T.P. 104288	Area 4 on the attached sketch plan marked "A"	Car Parking
Lot 5 on G.T.P. 104288	Area 5 on the attached sketch plan marked "A"	Car Parking
Lot 6 on G.T.P. 104288	Area 6 on the attached sketch plan marked "A"	Car Parking
Lot 7 on G.T.P. 104288	Area 7 on the attached sketch plan marked "A"	Car Parking
Lot 8 on G.T.P. 104288	Area 8 on the attached sketch plan marked "A"	Car Parking
Lot 9 on G.T.P. 104288	Area 9 on the attached sketch plan marked "A"	Car Parking
Lot 10 on G.T.P. 104288	Area 10 on the attached sketch plan marked "A"	Car Parking
Lot 11 on G.T.P. 104288	Area 11 on the attached sketch plan marked "A"	Car Parking
Lot 12 on G.T.P. 104288	Area 12 on the attached sketch plan marked "A"	Car Parking
Lot 13 on G.T.P. 104288	Area 13 on the attached sketch plan marked "A"	Car Parking
Lot 14 on G.T.P. 104288	Area 14 on the attached sketch plan marked "A"	Car Parking
Lot 15 on G.T.P. 104288	Area 15 on the attached sketch plan marked "A"	Car Parking
Lot 16 on G.T.P. 104288	Area 16 on the attached sketch plan marked "A"	Car Parking
Lot 17 on G.T.P. 104288	Area 17 on the attached sketch plan marked "A"	Car Parking
Lot 18 on G.T.P. 104288	Area 18 on the attached sketch plan marked "A"	Car Parking
Lot 19 on G.T.P. 104288	Area 19 on the attached sketch plan marked "A"	Car Parking
Lot 20 on G.T.P. 104288	Area 20 on the attached sketch plan marked "A"	Car Parking
Lot 21 on G.T.P. 104288	Area 21 on the attached sketch plan marked "A"	Car Parking
Lot 22 on G.T.P. 104288	Area 22 on the attached sketch plan marked "A"	Car Parking
Lot 24 on G.R.P. 106424	Area 24 on the attached sketch plan marked "B"	Car Parking
Lot 25 on G.R.P. 106424	Area 25 on the attached sketch plan marked "B"	Car Parking
Lot 26 on G.R.P. 106424	Area 26 on the attached sketch plan marked "B"	Car Parking

[illegible]



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P.O. Box 1198 SPRINGWOOD 4127

DRAWING NO: 1851-13

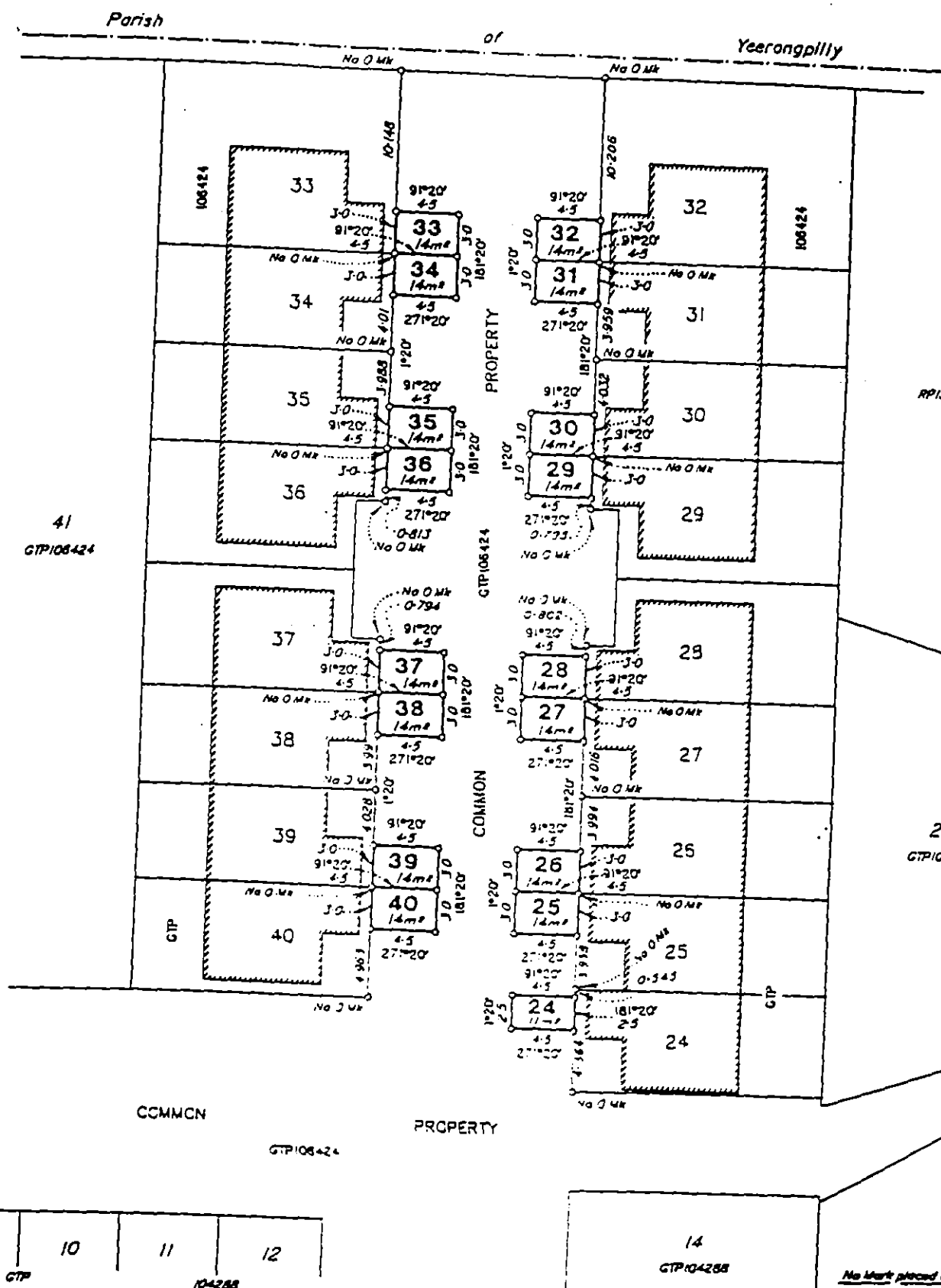
Boo Casperio Manager

PROJECT:	EXCLUSIVE USE PLAN FOR STAGE 1 GRAND VIEW HEIGHTS			
CLIENT:	GEOVISION INTERNATIONAL PTY LTD 29-5-1986 2005 FB NO			
	DATE	SUBMITTED	T.Y.TIS	
	SCALE	REASON	P. SANCHEZ	
		CHECKED		
LOCAL AUTHORITY:	LEVEL BAYTON			

LOCAL CITY COUNCIL

"B"

8098



9 10 11 12
GTP 104288

I, Hester Angela Glenwood 10000 hereby certify that I have surveyed the land comprised in this plan and that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1967 and the Surveyors Regulation 1972, and that the said survey was completed on 22/3/1998

MD
United Surveyors

Date 1/6/98

PLAN OF EXCLUSIVE USE AREAS

EXCLUSIVE USE AREAS FOR UNITS 24-40
IN COMMON PROPERTY ON GTP106424

"GRAND VIEW HEIGHTS" CMS No22808

ORIGINAL PORTION 8

LOCALITY: BROWNS PLAINS

MEASURE	MAP REF	SCALE	REF NO	DWG No
GTP106424	2542-43224	1:300	4027/98	4027/1

HILLOCC PTY LTD
ACN 087 844 133
LICENSED CONSULTING SURVEYORS

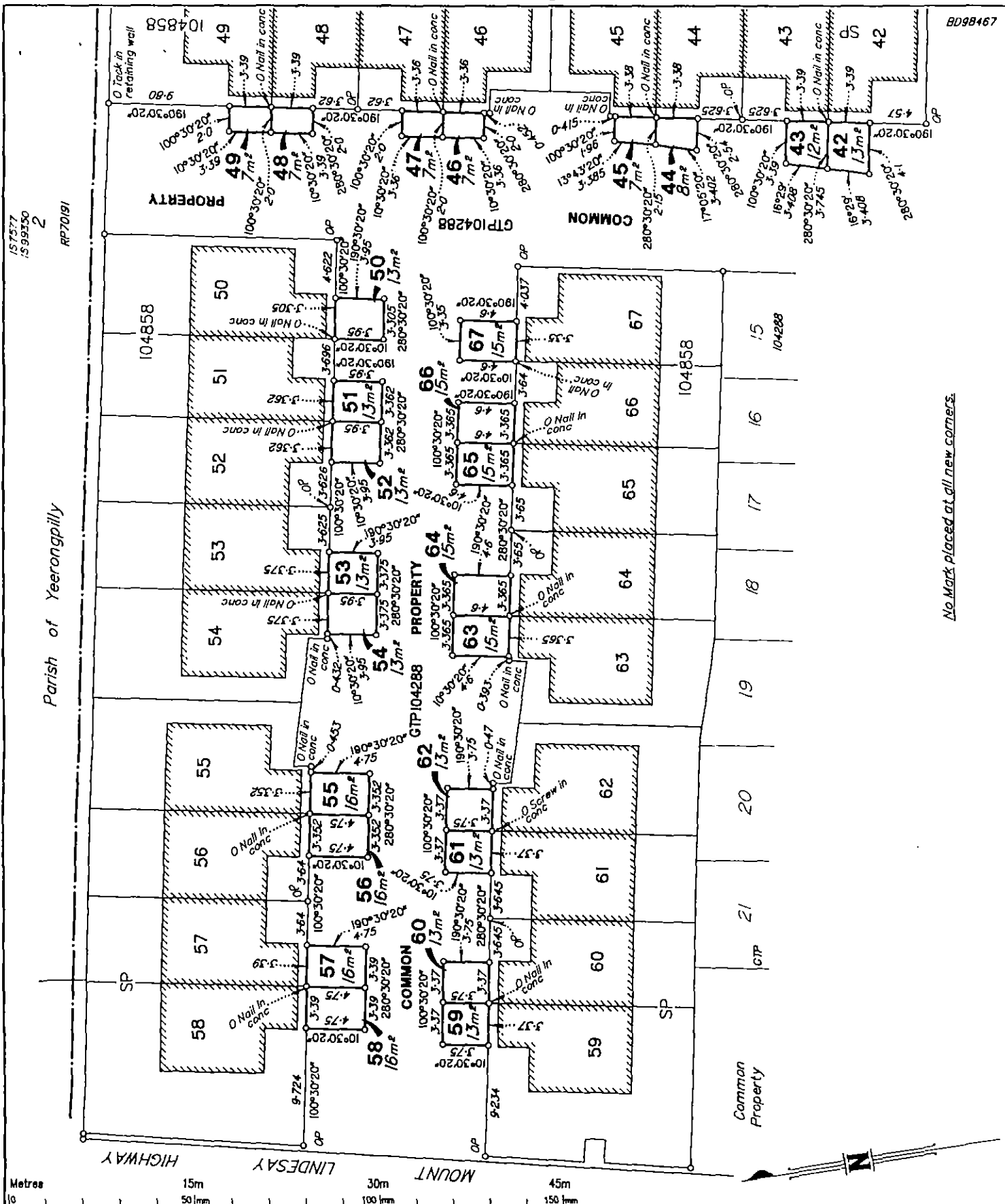
PO BOX 648
BROWNS PLAINS S.C. 4185
UNIT 1, 38 TRADESMEAN RD.
BROWNS PLAINS 4185

PARISH **MITCHELL**
COUNTY **Stanley**
LOCAL GOVERNMENT **LOGAN C.C.**

BD98467

157577
1599350
2
RP70191

Parish of Yeerongpilly



No Mark placed at all new corners.

PLAN OF EXCLUSIVE USE AREASEXCLUSIVE USE AREAS FOR UNITS 42-67
IN COMMON PROPERTY ON GTP104288

"GRAND VIEW HEIGHTS" CMS No22808

ORIGINAL PORTION B

LOCALITY: BROWNS PLAINS

MERIDIAN
AMC vide
SP104P-9MAP REF
9542-43424
CC219 & 223SCALE
1:300REF No
3979DWG No
3979/1**HILLOCC PTY LTD**ACN 067 844 133
LICENSED CONSULTING SURVEYORS
PO BOX 685
BROWNS PLAINS B.C. 4118
UNIT 1, 32 TRADELINK RD,
BROWNS PLAINS, 4118
PH 07 3808 8433
FAX 07 3808 8466PARISH MITCHELL
COUNTY Stanley
LOCAL GOVERNMENT LOGAN C.C.

I, Nicola Angelo Giovanni Iocco, hereby certify that I have surveyed the land comprised in this plan by Terence William DAHLER (Licensed Surveyor) that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 6/8/1995.

Licensed Surveyor

Date: 24/8/98

**CUSTODY OF
COMMON SEAL:**

RESOLVED that the Common Seal of the Body Corporate be held in custody by the Body Corporate Manager from time to time appointed, or in the event that there is no Body Corporate Manager, the Secretary.

Thirty-four (34) votes were recorded **FOR** the Motion.

CARRIED

**USE OF COMMON
SEAL:**

RESOLVED that the Body Corporate Manager as from time to time appointed shall be authorised to affix and witness the affixing of the Common Seal to documents appointing service contractors, Certificates being given pursuant to the Body Corporate and Community Management Act 1997, Applications to the Referee, Documents for recording in the Department of Natural Resources including new Community Management Statements, and any other documents being executed pursuant to a resolution of the Body Corporate, provided however, that any instrument of appointment of a Body Corporate Manager must be signed by any two of the chairman, Secretary or one Committee Member. In the event that a Body Corporate Manager is not appointed, any two of the Chairman, Secretary and one Committee Member shall be authorised to affix the seal and witness the affixing thereof to documents mentioned herein.

Thirty-four (34) votes were recorded **FOR** the Motion.

CARRIED

**COMMUNITY
MANAGEMENT
STATEMENT:**

RESOLVED that a new Community Management Statement be recorded in the Department of Natural Resources nominating the Regulation Module governing the Body Corporate as the Accommodation Module and subject to the passing of the following motion, amending the By-Laws as set out in Schedule C of the Community Management Statement attached to this Notice.

Thirty-four (34) votes were recorded **FOR** the Motion.

CARRIED

**AMENDMENT TO BY-
LAWS – GRANTING
OF EXCLUSIVE USE:**

RESOLVED that the existing By-laws be amended to delete any reference to the Building Units and Group Titles Act 1980 – 1988 (as amended) and in its place insert reference to Body Corporate and Community Management Act 1997, and further that the Exclusive Use by-law be amended to include grant of exclusive use of the area in front of the garages of stage three to the lots in stage three as defined in the proposed Community Management Statement forming part of this Notice.

Twenty-six (26) votes were recorded **FOR** the Motion.

CARRIED

**REPLACEMENT OF
SECURITY GATE (1):**

RESOLVED that the quotation from Magic Door Industries (Qld) Pty Ltd in the sum of \$7270.00 for replacement of the existing Security Gate with a heavy duty sliding gate and that the Caretaker be authorised from this meeting to negotiate with the contractor to supply and install optional extras as deemed desirable up to a value of \$1000.00, and further that a special levy be raised in the sum of \$115.00 per Lot Entitlement to cover the cost thereof, such levy to be called on or after 30th November, 1998.

Thirty-two (32) votes were recorded **FOR** the Motion, one (1) vote **AGAINST** and with one (1) voter **ABSTAINING**.

CARRIED

**REPLACEMENT OF
SECURITY GATE (2):**

The Chairman ruled the following Motion "Out of Order":

That the quotation from Magic Door Industries (Qld) Pty Ltd in the sum of \$6650.00 for installation of heavy duty swing gate openers and associated

*I CERTIFY THIS IS BE A TRUE COPY OF THE MINUTES
MEETING OF THE BODY CORPORATE FOR GRAND VIEW HEIGHTS
11th SEPTEMBER 1998.*

Chairman AP (2nd)

