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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 Alexander Apartments Community Title Scheme 10782	O'KEEFE MAHONEY BENNETT SOLICITORS PO BOX 454 SOUTHPORT QLD 4215 PH: (07) 55550000	GC28

2. Lot on Plan Description	County	Parish	Title Reference
Common Property of Alexander Apartments Community Title Scheme 10782	Ward	Gilston	19204404

3. Registered Proprietor/State Lessee
Body Corporate for Alexander Apartments Community Titles Scheme 10782

4. Interest
Not applicable

5. Applicant
Body Corporate for Alexander Apartments Community Title Scheme 10782

6. Request
I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C By-laws be recorded as the Community Management Statement for Alexander Apartments Community Title Scheme 10782

7. Execution by applicant

Execution Date

.....
Thomas John Robinson (Solicitor)

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

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*

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CMS LABEL NUMBER

- | | |
|---|---|
| 1. Name of community titles scheme
Alexander Apartments Community Titles Scheme 10782 | 2. Regulation module
Accommodation Module |
|---|---|

- 3. Name of Body Corporate**
 Body Corporate for Alexander Apartments Community Titles Scheme 10782

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

- | | |
|--|--|
| 5. Name and address of original owner
Not Applicable | 6. Reference to plan lodged with this statement
Not applicable |
|--|--|

- 7. Local Government community management statement notation**
 Not Applicable pursuant to Section 60(6) of the Body Corporate & Community Management Act 1997.
- signed
- name and designation
- name of Local Government

- 8. Execution by original owner/Consent of Body Corporate**
- | | |
|-----------------------|----------------------------|
| / /2018 | |
| Execution Date | Chairperson |
| | |
| / /2018 | |
| Execution Date | Secretary/Treasurer |

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

ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Alexander Apartments Community Titles Scheme 10782	Ward	Gilston	19204404
Lot 1 on BUP 4404	Ward	Gilston	16179016
Lot 2 on BUP 4404	Ward	Gilston	16179017
Lot 3 on BUP 4404	Ward	Gilston	16179018
Lot 4 on BUP 4404	Ward	Gilston	16179019
Lot 5 on BUP 4404	Ward	Gilston	16179020
Lot 6 on BUP 4404	Ward	Gilston	17325088/17325089
Lot 7 on BUP 4404	Ward	Gilston	16179022
Lot 8 on BUP 4404	Ward	Gilston	16179023
Lot 9 on BUP 4404	Ward	Gilston	16179024
Lot 10 on BUP 4404	Ward	Gilston	16179025
Lot 11 on BUP 4404	Ward	Gilston	16179026
Lot 12 on BUP 4404	Ward	Gilston	16179027
Lot 13 on BUP 4404	Ward	Gilston	16179028
Lot 14 on BUP 4404	Ward	Gilston	16179029
Lot 15 on BUP 4404	Ward	Gilston	16179030
Lot 16 on BUP 4404	Ward	Gilston	50161663
Lot 17 on BUP 4404	Ward	Gilston	16179032
Lot 18 on BUP 4404	Ward	Gilston	16179033
Lot 19 on BUP 4404	Ward	Gilston	16179034
Lot 20 on BUP 4404	Ward	Gilston	16179035
Lot 21 on BUP 4404	Ward	Gilston	16179036
Lot 22 on BUP 4404	Ward	Gilston	16179037
Lot 23 on BUP 4404	Ward	Gilston	16179038
Lot 24 on BUP 4404	Ward	Gilston	16179039
Lot 25 on BUP 4404	Ward	Gilston	16179040
Lot 26 on BUP 4404	Ward	Gilston	16179041
Lot 27 on BUP 4404	Ward	Gilston	16179042
Lot 28 on BUP 4404	Ward	Gilston	16179043
Lot 29 on BUP 4404	Ward	Gilston	16179044
Lot 30 on BUP 4404	Ward	Gilston	16179045
Lot 31 on BUP 4404	Ward	Gilston	16179046
Lot 32 on BUP 4404	Ward	Gilston	16179047
Lot 33 on BUP 4404	Ward	Gilston	16179048
Lot 34 on BUP 4404	Ward	Gilston	16179049
Lot 35 on BUP 4404	Ward	Gilston	16179050
Lot 36 on BUP 4404	Ward	Gilston	16179051
Lot 37 on BUP 4404	Ward	Gilston	16179052
Lot 38 on BUP 4404	Ward	Gilston	16179053
Lot 39 on BUP 4404	Ward	Gilston	16179054
Lot 40 on BUP 4404	Ward	Gilston	16179055

Lot on Plan Description	County	Parish	Title Reference
Lot 41 on BUP 4404	Ward	Gilston	16179056
Lot 42 on BUP 4404	Ward	Gilston	16179057
Lot 43 on BUP 4404	Ward	Gilston	16179058
Lot 44 on BUP 4404	Ward	Gilston	16179059
Lot 45 on BUP 4404	Ward	Gilston	16179060
Lot 46 on BUP 4404	Ward	Gilston	16179061
Lot 47 on BUP 4404	Ward	Gilston	16179062
Lot 48 on BUP 4404	Ward	Gilston	16179063
Lot 49 on BUP 4404	Ward	Gilston	16179064
Lot 50 on BUP 4404	Ward	Gilston	16179065
Lot 51 on BUP 4404	Ward	Gilston	16179066
Lot 52 on BUP 4404	Ward	Gilston	16179067
Lot 53 on BUP 4404	Ward	Gilston	16179068
Lot 54 on BUP 4404	Ward	Gilston	16179069
Lot 55 on BUP 4404	Ward	Gilston	16179070

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on BUP 4404	5	5
Lot 2 on BUP 4404	7	7
Lot 3 on BUP 4404	7	7
Lot 4 on BUP 4404	7	7
Lot 5 on BUP 4404	5	5
Lot 6 on BUP 4404	5	5
Lot 7 on BUP 4404	7	7
Lot 8 on BUP 4404	7	7
Lot 9 on BUP 4404	5	5
Lot 10 on BUP 4404	5	5
Lot 11 on BUP 4404	7	7
Lot 12 on BUP 4404	7	7
Lot 13 on BUP 4404	5	5
Lot 14 on BUP 4404	5	5
Lot 15 on BUP 4404	7	7
Lot 16 on BUP 4404	7	7
Lot 17 on BUP 4404	5	5
Lot 18 on BUP 4404	5	5
Lot 19 on BUP 4404	7	7
Lot 20 on BUP 4404	7	7
Lot 21 on BUP 4404	5	5
Lot 22 on BUP 4404	5	5
Lot 23 on BUP 4404	7	7
Lot 24 on BUP 4404	7	7
Lot 25 on BUP 4404	5	5
Lot 26 on BUP 4404	5	5
Lot 27 on BUP 4404	7	7
Lot 28 on BUP 4404	7	7
Lot 29 on BUP 4404	5	5
Lot 30 on BUP 4404	5	5
Lot 31 on BUP 4404	7	7
Lot 32 on BUP 4404	7	7
Lot 33 on BUP 4404	5	5
Lot 34 on BUP 4404	5	5
Lot 35 on BUP 4404	7	7
Lot 36 on BUP 4404	7	7
Lot 37 on BUP 4404	5	5
Lot 38 on BUP 4404	5	5
Lot 39 on BUP 4404	7	7
Lot 40 on BUP 4404	7	7

Lot on Plan	Contribution	Interest
Lot 41 on BUP 4404	5	5
Lot 42 on BUP 4404	5	5
Lot 43 on BUP 4404	7	7
Lot 44 on BUP 4404	7	7
Lot 45 on BUP 4404	5	5
Lot 46 on BUP 4404	5	5
Lot 47 on BUP 4404	7	7
Lot 48 on BUP 4404	7	7
Lot 49 on BUP 4404	5	5
Lot 50 on BUP 4404	5	5
Lot 51 on BUP 4404	7	7
Lot 52 on BUP 4404	7	7
Lot 53 on BUP 4404	5	5
Lot 54 on BUP 4404	5	5
Lot 55 on BUP 4404	7	7
TOTALS	331	331

Contribution Schedule Lot Entitlements

This Community Title Scheme was created prior to Section 66(1) (da) and (db) of the *Body Corporate and Community Management Act (Qld) 1997* and therefore, these sections are not applicable to this Scheme.

In accordance with Section 46(7) of the *Body Corporate and Community Management Act (Qld) 1997*, the contribution schedule of lot entitlements for this scheme are not equal for each lot and the Relativity Principle applies to the Scheme.

The contribution schedule of lot entitlements are not equal because the following factors were taken into consideration:

- How the Community Title Scheme was structured;
- The nature, features and characteristics of each lot;
- The purpose for which each of the lots are used; and
- The impact the lots have had on the cost of maintaining the common property.

Interest Schedule Lot Entitlements

This Community Title Scheme was created prior to Section 66(1) (dc) of the *Body Corporate and Community Management Act (Qld) 1997* and therefore, these sections are not applicable to this Scheme.

In accordance with Section 46(8) of the *Body Corporate and Community Management Act (Qld) 1997*, the interest schedule of lot entitlements for this scheme are not equal. Such interest schedule of lot entitlements was determined using the market value principle.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME OF LAND
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Not Applicable.

SCHEDULE C	BY-LAWS FOR RESIDENTIAL BODY CORPORATE
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1. INTERPRETATION

1.1 For the purposes of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.

1.2 In these By-laws, except where inconsistent with the context, the following terms have the following meaning:

Dictionary:

Act means the *Body Corporate and Community Management Act 1997 (Qld)*.

Body Corporate Manager has the same meaning as in the Act.

Building Units Plan means Plan 4404 in Community Titles Scheme 10782.

Caretaker means a personal corporation who has been engaged and/or authorised by the Body Corporate to supply caretaking and/or management and/or letting services for the benefit of the common property or lots included in the Community Titles Scheme.

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

Improvements means pergolas, walls, windows, garage roller doors, doors, security screens, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot.

Invitees means any person on the Scheme Land with the permission or authority of an Owner or Occupier.

Council means Gold Coast City Council.

Occupier means the resident of a lot.

Owner means a person who is bound by these By-laws. It includes an owner or occupier of a Lot as those terms are defined in the BCCM Act. Occupier of a lot includes a resident lessee and any other person who lives and occupies the Lot. Invitees, visitors and guests are also bound by these By-Laws.

Recreation Facilities means all Improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities by owners, occupiers and Invitees.

Resident Manager is the service contractor engaged by the Body Corporate pursuant to the Act and is to perform the functions and service delegated by the Body Corporate pursuant to a written agreement, and is the owner and occupier of Lot 3.

Scheme Land has the same meaning as in the Act.

Vehicle means any form of transportation including car, truck, van, caravan, campervan, motor home, boat, trailer, any type of water craft, motor cycle, skateboard, rollerblades and push bike.

2. NOISE

2.1 An 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.

2.2 In particular, no Owner or Occupier:

2.2.1 shall hold or permit to be held any social gathering in his or her Lot which is likely to breach this By-Law;

- 2.2.2 shall hold or permit to be held any auction sale upon Scheme Land;
 - 2.2.3 permit any musical instrument to be practised or played in his or her lot between the hours of 10.00 pm and 8.00 am;
 - 2.2.4 if a musical instrument is practised between the hours of 8.00 am and 10.00 pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and
 - 2.2.5 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-Law.
- 2.3 Where there is any unavoidable noise in a Lot which at any time may breach this By-Law, the Owner or Occupier must take all practicable steps to minimise annoyance to other Lot Owners and Occupiers by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another Lot or the common property.
- 2.4 Guests leaving after 11.00 pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier returns to the building late at night or during early morning hours.
- 2.5 An Owner or Occupier of a Lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owners or Occupiers of another Lot or of any person lawfully using common property.

3. VEHICLES

- 3.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, park, stand, repair or store a vehicle on the common property or permit an Invitee to park, stand, repair or store a vehicle on the common property in breach of this By-Law:
- 3.1.1 an approval under this By-Law must state the period for which it is given; and
 - 3.1.2 the Committee may withdraw an approval granted under this By-Law on the giving of 24 hours notice.
- 3.2 A vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like vehicles.
- 3.3 A vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate.
- 3.4 If an Owner or Occupier has more than one vehicle, then the Owner or Occupier must not use the common property to park any other vehicles.
- 3.5 There are five (5) "visitor car parking" spaces located outside reception within the Scheme Land and shall be used by genuine Invitees and visitors to the Scheme Land only.
- 3.6 The Committee (from time to time) is permitted by the By-Laws to regulate the use of the five (5) visitor car parking spaces.
- 3.7 An Owner or Occupier of a Lot shall not park or stand any vehicle upon the area set aside for visitor car parking.
- 3.8 An Owner or Occupier of a Lot shall ensure that their Invitees use the visitor car parking spaces only for its intended purpose of casual parking within the rules set from time to time by the Committee (which rules shall provide that areas of casual parking shall not be used for more than two (2) hours at a time).
- 3.9 For the safety of all persons on Scheme Land, the speed limit for vehicles on Scheme Land is five (5) km.

4. OBSTRUCTION

An Owner or Occupier of a Lot shall not obstruct lawful use of Common Property by any person.

5. DAMAGE TO COMMON PROPERTY (INCLUDING GARDENS AND LAWNS)

- 5.1 An Owner or Occupier of a Lot must not:
- 5.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or

5.1.2 except with the prior written approval of the Committee, use for his or her own purposes as a garden any portion of the Common Property.

5.2 An Owner or Occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Committee.

6. 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 the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

7. DEPOSITING RUBBISH ETC. ON COMMON PROPERTY

7.1 An Owner, Occupier or their Invitee 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.

7.2 An Owner or Occupier of a Lot must take reasonable steps to ensure that no objects of any description are thrown or allowed to fall from the balcony or windows of their Lot.

7.3 An Owner or Occupier of a Lot must not store, deposit or throw upon the common property, including without limitation any foyer or stairway any materials, furniture, furnishings, rubble, rubbish, dirt, dust or other material.

7.4 Each Owner, Occupier and invitee must take reasonable steps to keep clean the common property which includes the driveways, parking areas, garden, stairs and bins.

8. APPEARANCE OF BUILDING

8.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including (without limitation) installing upon the Lot or the building any curtains, window coverings, external awnings, blinds or other fixture.

8.2 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including the installation of security doors, screens, shutters and fly screens.

8.3 Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.

8.4 The Owner or Occupier of a Lot must not:

8.4.1 hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the lot or on the outside of the building; or

8.4.2 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.

8.5 An Owner or Occupier must not install any drapery, curtains or the like adjacent to any windows without obtaining the prior written approval of the Committee.

8.6 The Owner of a Lot is permitted to erect a real estate agent's sign on the Common Property for the purpose of 'open home' inspections only subject to the Owner of a Lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on common property must be removed by the Owner or the Owner's agent by the end of the day that the 'open home' inspection was held.

8.7 Furniture on balconies must:

8.7.1 if there is furniture on balconies within a Lot which is visible from another Lot or the common property, or from outside the Scheme Land, then the furniture must keep with the amenity of the building, properly maintained and kept in good order; and

8.7.2 be properly secured to the Lot in time of high wind or storms.

9. STORAGE OF FLAMMABLE LIQUIDS ETC.

- 9.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, store any flammable substance on the Lot or common property unless the substance is used or intended for use for domestic purposes.
- 9.2 The Owner or Occupier must only store a volume that is adequate for domestic purposes and the substance stored must be in a container that complies with regulations applicable to the domestic storage of that particular substance.
- 9.3 However, this section does not apply to the storage of fuel in:
- 9.3.1 the fuel tank of a vehicle; or
 - 9.3.2 a tank kept on a vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. GARBAGE DISPOSAL

- 10.1 An Owner or Occupier must ensure that:
- 10.1.1 all their household garbage and garden refuse is suitably bagged or wrapped and disposed of properly in the bins located within the lot or the receptacles for garbage located in the basement garage;
 - 10.1.2 items for recycling such as bottles, containers, and boxes are placed in the appropriate recycling bin situated in the basement garage;
 - 10.1.3 if the kitchen waste and general refuse is large in size or heavy in weight, then the Owner or Occupier must place this kitchen waste and general refuse into the receptacle for garbage located in the basement garage;
 - 10.1.4 non-recyclable items such as plastic bags and food scraps are not placed in recycle bins;
 - 10.1.5 all other refuse is disposed of according to law; and
 - 10.1.6 in disposing of their household waste, they do so in a way that is not likely to adversely affect the health, hygiene or comfort of the occupiers of other Lots.

11. USE OF LOTS

- 11.1 An Owner or Occupier must not use its Lot for any other purpose than residential.
- 11.2 An Owner or Occupier may use its Lot as a home office only so long as such use does not in any way interfere with the peaceful enjoyment of other Owners or Occupiers of their respective Lot and the common property and is not in contravention of any requirements of the local council regulations, laws and rules or these By-Laws.
- 11.3 All Lots must be kept clean by Owners and Occupiers and all practical steps must be taken to prevent infestation by vermin and/or insects.
- 11.4 All doors and windows to any Lot must be securely fastened on all occasions with the Lot is left unoccupied and the Body Corporate or its agent has the right to enter and fasten any doors and windows if left insecurely fastened.
- 11.5 All windows must not to be opened further than the required distance in accordance with the Australian Standards. Owners must not remove any part of the window and/or window fitting which may have been installed to ensure the window opening distance is compliant with Australian Standards.

12. CLEANING OF WINDOWS AND GLASS DOORS

- 12.1 The Owner or Occupier of a Lot shall be responsible to keep clean and promptly replace when damaged or in disrepair (at their expense) windows and doors within their respective Lot.
- 12.2 The Body Corporate must (at its expense) keep clean and promptly replace when damaged or in disrepair all windows and doors which are common property.
- 12.3 The Committee will engage an independent contractor to clean the windows and doors that are common property in a method and appropriate time frames as determined by the Committee.

13. CAUSING A NUISANCE

- 13.1 An Owner must not:
- 13.1.1 cause a nuisance or hazard;
 - 13.1.2 interfere unreasonably with the use or enjoyment of another Lot in the Scheme; or
 - 13.1.3 interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.
- 13.2 An Owner must not:
- 13.2.1 permit any of their invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the common property;
 - 13.2.2 use a Lot or common property for any purpose which is illegal, or which may damage the reputation of the Scheme or Body Corporate;
 - 13.2.3 create likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another Lot or the common property; and
 - 13.2.4 obstruct the use of the common property by another person.

14. CORRESPONDENCE WITH COMMITTEE

- 14.1 Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.
- 14.2 In addition to By-Law 14.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.
- 14.3 Communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:
- 14.3.1 the Body Corporate Manager;
 - 14.3.2 the Body Corporate's lawyers; and
 - 14.3.3 the Body Corporate's insurer.
- 14.4 Where communications are sent in breach of these conditions:
- 14.4.1 the recipient will not be required to acknowledge receipt of them; and
 - 14.4.2 the Committee may resolve to limit communications from that Owner or Occupier to one (1) piece of correspondence per week which must not be longer than 400 words and must be sent by ordinary post to the Body Corporate's address for service.
- 14.5 The Committee is authorised by this By-Law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-Law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-Law pursuant to the dispute resolution provisions of the Act.

15. STRUCTURAL ALTERATIONS

No structural alteration shall be made to any Lot (including any alteration to gas, water, electrical installations) or work for the purpose of enclosing in any manner whatsoever the veranda of any Lot and including the installation of any air-conditioning system without the prior permission in writing of the Body Corporate Committee.

16. INSTRUCTION OF CONTRACTORS

Owners shall not directly contact any contractor or workmen employed by the Committee unless so authorised and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the member of the Committee appointed, from time to time for that purpose and advised to the Owners, hereinafter called the "Committee's Representative" and not to any other member of the Committee.

17. ALTERATIONS, RENOVATIONS AND DELIVERIES TO LOTS

- 17.1 Subject to an Owner or Occupier for a Lot obtaining the prior written approval of the Committee, the Owner or Occupier of a Lot may make any alterations or renovations to a Lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ("Works").
- 17.2 The Owner or Occupier of a Lot must not alter the common property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.
- 17.3 The Owner or Occupier of a Lot must lodge a written request for approval with the Committee at least four (4) weeks prior to the proposed commencement date of the Works and the Works must not commence until the Owner or Occupier has received written approval from the Committee.
- 17.4 In order for the Committee to consider its approval pursuant to this By-Law, the Owner or Occupier must provide to the Committee the following:
- 17.4.1 list (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;
 - 17.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;
 - 17.4.3 copies of any other relevant approvals that are required by legislation and/or the By-Laws (including local council approval);
 - 17.4.4 details of who is proposed to carry out the Works;
 - 17.4.5 if Works are to be undertaken by a contractor or Owner builder, evidence that the relevant contractor or Owner builder holds the required license and appropriate insurance to conduct the Works;
 - 17.4.6 dates when the Works are proposed to be commenced and completed;
 - 17.4.7 evidence of public liability insurance;
 - 17.4.8 if the request is lodged by the Occupier of a Lot, written confirmation that the Owner of the Lot consents to the Works; and
 - 17.4.9 anything else reasonably required by the Committee to enable it to make its decision.
- 17.5 The Committee must consider the following when making its decision pursuant to this By-Law:
- 17.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building, Common Property and the Scheme Land and whether the proposed works will affect these aspects;
 - 17.5.2 whether all building and fire regulations are observed; and
 - 17.5.3 whether all matters outlined within this By-Law have been complied with.
- 17.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.
- 17.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-Law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.
- 17.8 Undertaking the Works:
- 17.8.1 if asbestos is located during the renovation or alternation to the Lot, then an asbestos report must be obtained by the Owner or Occupier;
 - 17.8.2 if approval from the Queensland Fire Services (QFS) is required (for example replacement of heat detectors and plumbing alteration to fire walls etc) this must be obtained by the relevant Owner or Occupier prior to the Committee giving its approval;
 - 17.8.3 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the Owner or Occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;

- 17.8.4 all floor covering replacements in a Lot must be sound insulated and, without limitation, the Owner or Occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, which includes vinyl tiles/flooring, the following applies:
- 17.8.4.1 acoustic amenity in this building is important to Owners;
 - 17.8.4.2 the acoustic amenity for any hard flooring in the building must have a LnT,w rating which is less than 62db, which represents a 3 to 4 star standard under the AAAC Guidelines for Apartment and Townhouse Acoustic Rating (reference: Australian Acoustical Consultant – www.aaac.org.au);
 - 17.8.4.3 the Owner must submit to the Committee a report confirming that the sound transmission assessment has a LnT,w rating which is less than 62dB, such report to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee) (ie, the LnT,w rating is a single number quantity used to characterise the impact sound insulation of floors based on laboratory measurement of LnT);
 - 17.8.4.4 the selection of sound proofing material to be used under any type of hard flooring, including timber or ceramic tiles, must be at least 5 mm in thickness. If requested by the Committee, a photo or photos of the works before, during and after installation of the sound proofing material and hard flooring must be provided to the Committee; and
 - 17.8.4.5 within 14 days of completion of the Works the Owner or Occupier must provide the Committee with evidence the flooring meets the standards specified in this By-Laws;
- 17.8.5 balcony floor tiling and the interior walls of balconies can only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building. If new tiling is to be laid on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed. Upon removing the old tiles (and if applicable old waterproofing membrane) a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;
- 17.8.6 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on common property and only on balcony areas in a fully enclosed vacuum tent;
- 17.8.7 the Works including any deliveries may only be carried out between the hours of 9:00am and 4:30pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the Owner or Occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work or deliveries may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;
- 17.8.8 if the Works will result in noise, the Owner or Occupier must give the Committee 48 hours notice; and
- 17.8.9 if there is specific work creating excessive noise, such as jack hammering, the Owners require 48 hours notice of the intention to carry out such work and a notice must be posted in writing on all notice boards by the Owner or Occupier, in order that all Owners and Occupiers can be advised.
- 17.9 During working hours, trade vehicles are authorised to park in the designated visitor car parks.
- 17.10 The Owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the Owner or Occupier on completions of work.
- 17.11 All access for trades persons and materials including deliveries which require a trolley or two people or more to lift/manoeuvre ("deliveries") must be by the basement.
- 17.12 There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works and deliveries:
- 17.12.1 prior to commencement of Works the Owner and manager are to conduct an inspection of the basement lobby and lift to note existing damage. Further damage caused during the Works is to be repaired at the Owner or Occupier's expense;

- 17.12.2 lift protection during the course of the Works and deliveries must be used and will be provided by the manager;
 - 17.12.3 in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;
 - 17.12.4 rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;
 - 17.12.5 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or common property;
 - 17.12.6 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the Owner or Occupier;
 - 17.12.7 contractors are not to have radios playing loudly or have breaks, meals or smoke on common property;
 - 17.12.8 all Works are to be carried out in a clean and efficient manner;
 - 17.12.9 the common property foyer is to be protectively covered from the lift to the unit door at all times, when Works are being performed;
 - 17.12.10 the foyer and lift must be cleaned immediately after use each day;
 - 17.12.11 the foyer, fire stairs or any other Common Property area (including but not limited to Owner or Occupier car parks or exclusive use areas) are not to be used to store materials, undertake Works or store rubbish associated with the Works;
 - 17.12.12 all waste must be removed by the contractor, Owner or Occupier and not placed in the refuse system;
 - 17.12.13 contractors' rubbish skips can be placed where directed by the Committee but must not be left over weekends; and
 - 17.12.14 Body Corporate shopping trolleys are not to be used by contractors, owners or occupiers to transport tools and equipment or materials.
- 17.13 No person shall use the common property power anywhere in the building for private reasons except as permitted by the Committee in writing.
- 17.14 No external light fittings shall be replaced without the written approval of the Committee.
- 17.15 Doors from the lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.
- 17.16 If an Owner or Occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-Law, then the Owner or Occupier must, at its own expense, remove the offending part of the Works from the Lot upon receiving written notice from the Committee to do so.

18. KEEPING OF ANIMALS

- 18.1 The Occupier of a Lot must not, without the Body Corporate's written approval:
- 18.1.1 bring or keep an animal on the Lot or the common property; or
 - 18.1.2 permit an invitee to bring or keep an animal on the Lot or the common property.
- 18.2 The 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.
- 18.3 The approval is given for the specific animal only. A new approval would be required for any additional and/or replacement animal:
- 18.3.1 the animal must be of size and weight which permits the Owner of the animal to comply with the conditions within this By-law (when the animal is fully grown);
 - 18.3.2 the Occupier must ensure that the animal is kept within the lot and not allowed to roam, dig, soil or otherwise damage common property or another Lot except that the animal may be

transported across common property to provide access to and from the Lot and that the animal is restrained when on common property;

- 18.3.3 the animal is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot;
- 18.3.4 the animal must not urinate or defecate nor run loose, whilst on common property, the Owner may be subject to a cleaning fee for a breach of this condition;
- 18.3.5 the animal is prohibited within the pool and must be restrained by the Owner within the pool area at all times;
- 18.3.6 the animal does not cause a nuisance to or disturb, any other Owner or Occupier;
- 18.3.7 the animal should be kept in compliance with all statutory and or governmental regulations in respect with the care, keeping and control of such animals and a copy of the relevant registration or other license type approvals be provided to the Body Corporate Committee within 60 days receipt of the letter advising granting of the approval from the Body Corporate.
- 18.3.8 that copy of the permit from the Gold Coast City Council permitting the owner to keep an animal in a Lot pursuant to Subordinate Local Law No.12 (Keeping of Animals) 2007 (Gold Coast City Council) and a photo of the animal is provided to the Body Corporate.
- 18.3.9 the animal wear an identification tag clearly showing the Owners address and telephone number;
- 18.3.10 the animal must be vaccinated if/as recommended by a practicing Veterinary Surgeon and evidence of compliance must be supplied to the Body Corporate within seven (7) days of request;
- 18.3.11 the Occupier of the Lot of which the animal is being kept shall indemnify and keep indemnified the Body Corporate and or the Owner or Occupant of any other Lot within the scheme against any injury, damage, loss or expense legal or otherwise incurred or suffered as a result of the animal being on the common property or another Lot;

18.4 If the animal:

- 18.4.1 causes damage to the common property or any other Lot and/or;
- 18.4.2 causes injury or death to any other animal (including any wildlife) on the common property or any other Lot; and/or
- 18.4.3 causes noise or nuisance to any other Lot Occupier or person lawfully using the common property.

18.5 The Body Corporate reserves the right to withdraw the approval should three (3) substantiated complaints be received the Body Corporate shall have the right to direct the Owner to remove the animal within seven (7) days thereafter shall have the pet removed from the Scheme Land;

18.6 What constitutes damage, noise or nuisance shall be decided by the Body Corporate in its sole discretion acting reasonably.

19. VERMIN

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

20. AUCTIONS

Owners shall not permit any auction sale to be conducted or to take place within their Lot or upon the common property without the consent in writing of the Committee.

21. BY-LAWS TO BE DISPLAYED

A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

22. NOTICES

Owners shall observe the terms of any notice displayed in the common area by authority of the Committee or of any statutory authority.

23. RECOVERY BY BODY CORPORATE

- 23.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these By-Laws an Occupier or invitee, the Body Corporate is entitled to recover the amount spent as a debt in any court action from the **Owner** of the relevant Lot.
- 23.2 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:
- 23.2.1 recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and
- 23.2.2 all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

24. SUPPLY OF ELECTRICITY

- 24.1 Where the Body Corporate has engaged a service contractor to supply electricity services to the Community Titles Scheme, the following provisions will apply:
- 24.1.1 Owners and Occupiers of Lots may purchase their electricity through the Body Corporate or a retail energy supplier;
- 24.1.2 the cost to the Owner or the Occupier of the supply of electricity by the Body Corporate is at the rate that would be imposed by the appropriate authority direct to the Lot;
- 24.1.3 the Body Corporate and/or energy supplier may render accounts for the supply of electricity to Owners and Occupiers on a (monthly/quarterly) basis, payment of which is required within fourteen (14) days of issue unless the Body Corporate is requested to take a special meter reading and render an account, in which event payment is required immediately together with a special meter reading fee;
- 24.1.4 if payment is not made in accordance with By-law 24.1.3, the Body Corporate reserves the right to disconnect the supply of electricity and recover the outstanding amount together with any disconnection or reconnection fees as a debt;
- 24.1.5 an Owner or Occupier must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) incurred in recovering the amount owing for electricity supply, disconnection and reconnection fees, and special meter readings, such amount deemed to be a liquidated debt due;
- 24.1.6 the Body Corporate will not be responsible to the Owner or Occupier for any loss arising out of the failure of the electricity supply for failure by the Owner or Occupier to pay any amount outstanding;
- 24.1.7 the Owner is deemed responsible for any breach by an occupier of the provisions of this By-law.

25. MANAGEMENT LOT

- 25.1 During such time as the Owner of Lot 3 in the building has the written approval of the Body Corporate and any necessary governmental or semi-governmental consents, then that unit may be used both for residential purposes and for the purposes of management of the building and for the sale and letting of units in the building on behalf of the Owners and, the rendering of such services to occupants of units in the building as are authorised in writing by the Body Corporate, and may without the consent of the Body Corporate display signs or notices for the purpose of offering for sale or for lease or for letting any unit in the building. For the purposes aforesaid, the Body Corporate shall have power to grant to the Owner of the Lot 3 in the building the right to carry on in the building the business of letting of units in the building and for that purpose to enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit including the power to grant to the Manager the exclusive use of any reception desk provided in the foyer of the building.

26. RULES FOR COMMON PROPERTY

- 26.1 The Committee may make rules ("**Rules**") relating to the Common Property and in particular to the use of any improvements on the Common Property, including any of the Recreation Facilities, not inconsistent with these By-laws.

- 26.2 The Rules must be observed by the owners or occupiers of Lots and by their invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

27. USE OF RECREATIONAL FACILITIES (BBQ, SWIMMING POOL, INDOOR SWIMMING POOL, SPA, SAUNA, TENNIS COURTS)

Hours of Use

- 27.1 An Owner, Occupier or their Invitee must not use the Recreational Facilities (this includes the BBQ, outdoor swimming pool, indoor swimming pool, sauna, spa and tennis court) on the common property between the hours of 9.00 pm and 7.30 am, except with the consent in writing of the Committee.
- 27.2 The Committee has in its discretion identified appropriate regulations for the Recreation Facilities and these notifications are prominently displayed around the common property.

Use of Outdoor Swimming Pool and Indoor Swimming Pool

- 27.3 In relation to the swimming pools and adjacent areas, an Owner, Occupier and their Invitees must ensure:
- 27.3.1 children under the age of 13 years are not to use the swimming pools unless accompanied by an adult exercising effective control;
 - 27.3.2 Invitees do not use the swimming pools unless accompanied by an Owner or Occupier, or unless they have obtained the prior consent of the Manager;
 - 27.3.3 food and drink are not to be consumed in the swimming pools;
 - 27.3.4 glassware of any type is not to be taken in or around the area;
 - 27.3.5 caution is exercised around the area at all times, and
 - 27.3.6 no person causes a nuisance to any other person lawfully using the swimming pools or surrounding area.
- 27.4 The Committee has in its discretion identified appropriate regulations for the pools and surrounding areas and these notifications are prominently displayed around the common property.

Maintenance of Indoor and Outdoor Swimming Pool

An Owner, Occupier or their Invitee must not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pools or add any chemical or other substance to the swimming pools.

28. USE OF TENNIS COURT

- 28.1 Lot Owners may use the tennis court constructed on the common property subject to the following rules which shall, where appropriate apply to all guest or invitees of owners or occupiers:
- 28.1.1 no footwear other than white soled tennis shoes may be worn while using the tennis court;
 - 28.1.2 no use shall be made of the tennis court which involves damage, inconvenience or nuisance to any owner, occupier or invitee nor which causes damage to the surface, fixture or fittings of the tennis court;
 - 28.1.3 the tennis court shall not be used by a guest or invitee unless accompanied by the host owner or occupier;
 - 28.1.4 the Caretaker shall attend to the reservations of the tennis court;
 - 28.1.5 for the purpose of making reservations of the tennis court, each day shall be divided into periods of one hour commencing 7.30am. Reservation periods may be secured by entering the name of the owner or occupier on a reservation sheet held by the Caretaker or a member of the Committee (as the case may be) up to seven (7) days in advance. Reservations shall be made in order of request except for two (2) consecutive periods on the tennis court may not be reserved and no more than two (2) periods may be reserved in any one day. A tennis court the subject of a reservation period shall be regarded as a reserved court;
 - 28.1.6 an owner or occupier or their invitees shall not use or occupy a reserved court unless that owner or occupier has been recorded in the reservation book in respect of that reservation period, or

the owner or occupier who has secured the reservation period fails to commence use of the tennis court within ten (10) minutes of the beginning of the reservation period; and

- 28.1.7 failure to commence use of the tennis court within ten (10) minutes of the beginning of the reservation period shall result in the reservation period being forfeited and the court shall be regarded as non-reserved.

29. EXCLUSIVE USE – CAR SPACES AND PORTECOHERE

The Owner for the time being of each unit in the building shall be entitled to the exclusive use for himself and his licensees of the car space or spaces the identifying number or numbers of which shall be notified in writing by Breslace Pty Limited to the Council of the Body Corporate within twelve months after the date of registration of the Building Units Plan provided that in respect of those car spaces allocated pursuant to this by-law, the council is hereby authorised to vary the allocations so made and to transpose car spaces from one unit to another unit at any time and from time to time on the written request of the proprietors of the units involved. A sketch plan marked with the letter "A" is set out hereunder for the purpose of clearly identifying the said car spaces. The identifying number as set out in such sketch plan shall be used by Breslace Pty Limited for the purpose of its notification to the said Council of the Body Corporate. Each Owner to whom exclusive use of a car space or spaces is given pursuant to this By-law shall use such space or spaces for the purpose of car parking only and shall not litter the same or so use the same as to create a nuisance but otherwise no such Owner shall be responsible for the performance of the duty of the body Corporate under Section 38(1) (b)(i) and the Owner for the time being of Units 2A and 2D on Level 2 of the building shall be entitled to the exclusive use for themselves and their licensees all that section of the Portecochere adjacent to their respective units. A sketch plan marked with the letter "B" is set out hereunder for the purpose of clearly identifying the said Portecochere. Each Owner to whom exclusive use of a portion of the Portecochere is given pursuant to this By-law shall use such area for the purpose of recreation only and shall not use the same as to create a nuisance. Refer to Schedule E for allocation and Plans.

30. EXCLUSIVE USE – LOT 3

The Owner from time to time of Lot 3 shall be entitled to the exclusive use of the area hatch in black on the Plan annexed hereto and marked "A" and the said Owner at its own expense shall at all times be responsible to perform the duties of the Body Corporate in the maintenance and upkeep of such area pursuant to Section 37(1)(b) and (c).

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not Applicable

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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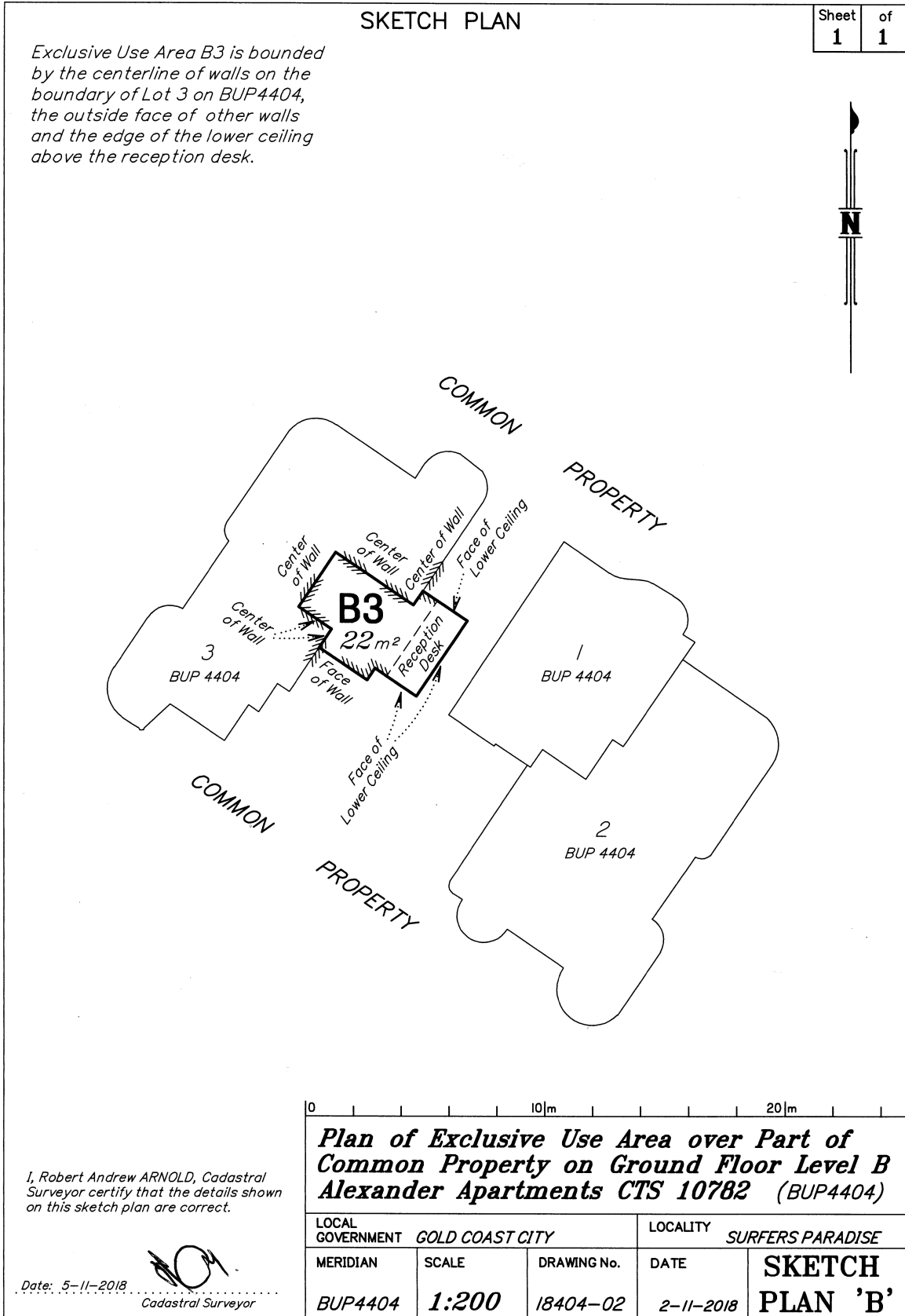
Exclusive use Carparking

Lot No.	Plan No.	Reference
Lot 1 on BUP 4404	Sketch Plan "A"	A1
Lot 2 on BUP 4404	Sketch Plan "A"	A2
Lot 3 on BUP 4404	Sketch Plan "A"	A3
Lot 4 on BUP 4404	Sketch Plan "A"	A4
Lot 5 on BUP 4404	Sketch Plan "A"	A5
Lot 6 on BUP 4404	Sketch Plan "A"	A6
Lot 7 on BUP 4404	Sketch Plan "A"	A7
Lot 8 on BUP 4404	Sketch Plan "A"	A8
Lot 9 on BUP 4404	Sketch Plan "A"	A9
Lot 10 on BUP 4404	Sketch Plan "A"	A10
Lot 11 on BUP 4404	Sketch Plan "A"	A11
Lot 12 on BUP 4404	Sketch Plan "A"	A12
Lot 13 on BUP 4404	Sketch Plan "A"	A13

Lot No.	Plan No.	Reference
Lot 14 on BUP 4404	Sketch Plan "A"	A14
Lot 15 on BUP 4404	Sketch Plan "A"	A15
Lot 16 on BUP 4404	Sketch Plan "A"	A16
Lot 17 on BUP 4404	Sketch Plan "A"	A17
Lot 18 on BUP 4404	Sketch Plan "A"	A18
Lot 19 on BUP 4404	Sketch Plan "A"	A19
Lot 20 on BUP 4404	Sketch Plan "A"	A20
Lot 21 on BUP 4404	Sketch Plan "A"	A21
Lot 22 on BUP 4404	Sketch Plan "A"	A22
Lot 23 on BUP 4404	Sketch Plan "A"	A23
Lot 24 on BUP 4404	Sketch Plan "A"	A24
Lot 25 on BUP 4404	Sketch Plan "A"	A25
Lot 26 on BUP 4404	Sketch Plan "A"	A26
Lot 27 on BUP 4404	Sketch Plan "A"	A27
Lot 28 on BUP 4404	Sketch Plan "A"	A28
Lot 29 on BUP 4404	Sketch Plan "A"	A29
Lot 30 on BUP 4404	Sketch Plan "A"	A30
Lot 31 on BUP 4404	Sketch Plan "A"	A31
Lot 32 on BUP 4404	Sketch Plan "A"	A32
Lot 33 on BUP 4404	Sketch Plan "A"	A33
Lot 34 on BUP 4404	Sketch Plan "A"	A34
Lot 35 on BUP 4404	Sketch Plan "A"	A35
Lot 36 on BUP 4404	Sketch Plan "A"	A36
Lot 37 on BUP 4404	Sketch Plan "A"	A37
Lot 38 on BUP 4404	Sketch Plan "A"	A38
Lot 39 on BUP 4404	Sketch Plan "A"	A39
Lot 40 on BUP 4404	Sketch Plan "A"	A40
Lot 41 on BUP 4404	Sketch Plan "A"	A41
Lot 42 on BUP 4404	Sketch Plan "A"	A42
Lot 43 on BUP 4404	Sketch Plan "A"	A43
Lot 44 on BUP 4404	Sketch Plan "A"	A44
Lot 45 on BUP 4404	Sketch Plan "A"	A45
Lot 46 on BUP 4404	Sketch Plan "A"	A46
Lot 47 on BUP 4404	Sketch Plan "A"	A47
Lot 48 on BUP 4404	Sketch Plan "A"	A48
Lot 49 on BUP 4404	Sketch Plan "A"	A49
Lot 50 on BUP 4404	Sketch Plan "A"	A50
Lot 51 on BUP 4404	Sketch Plan "A"	A51
Lot 52 on BUP 4404	Sketch Plan "A"	A52
Lot 53 on BUP 4404	Sketch Plan "A"	A53
Lot 54 on BUP 4404	Sketch Plan "A"	A54
Lot 55 on BUP 4404	Sketch Plan "A"	A55

Reception Desk

Lot No.	Plan No.	Reference
Lot 3 on BUP 4404	Sketch Plan "B"	B3



EXCLUSIVE USE PARKING AREAS

