

35005

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

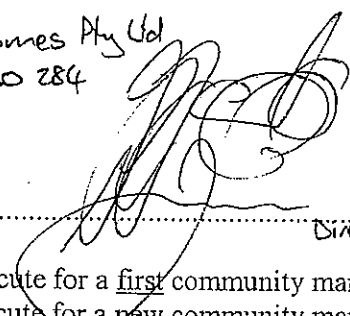
CONSENT BY THE BODY CORPORATE  
Office use only

CMS LABEL NUMBER

- |  |             |  |                 |
|--|-------------|--|-----------------|
| 1. Name of community titles scheme<br>Whitfield Views Community Titles Scheme  |             | 2. Regulation module<br>Standard                             |                 |
| 3. Name of body corporate<br>Body Corporate for the Whitfield Views Community Titles Scheme                                |             |  |                 |
| 4. Scheme land   |             |  |                 |
| Lot on Plan Description  | County      | Parish   | Title Reference |
| Lots 1- 18 on SP188095   | Elphinstone | Coonambelah  |                 |
| Common Property of Whitfield Views Community Titles Scheme   | Elphinstone | Coonambelah  |                 |
| 5. Name and address of original owner #<br>Glenwood Homes Pty Ltd ACN 010 930 284<br>166 Mulgrave Road, Westcourt Qld 4870 |             | 6. Reference to plan lodged with this statement<br>SP 188095 |                 |

# first community management statement only

7. Local Government community management statement notation
-   
..... signed
- SIMON CLARKE, MANAGER CITY ASSESSMENT  
..... name and designation
- CAIRNS CITY COUNCIL  
..... name of Local Government

8. Execution by original owner/Consent of body corporate
- |                |   |  |
|----------------|---|--|
| Execution Date |   | *Execution   |
| 11 / 01 / 2006 | Glenwood Homes Pty Ltd<br>ACN 010 930 284 | <br>Director |
|                |   | .....<br>Director  |

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 on SP188095	1	1
Lot 2 on SP188095	1	1
Lot 3 on SP188095	1	1
Lot 4 on SP188095	1	1
Lot 5 on SP188095	1	1
Lot 6 on SP188095	1	1
Lot 7 on SP188095	1	1
Lot 9 on SP188095	1	1
Lot 10 on SP188095	1	1
Lot 11 on SP188095	1	1
Lot 12 on SP188095	1	1
Lot 13 on SP188095	1	1
Lot 14 on SP188095	1	1
Lot 15 on SP188095	1	1
Lot 16 on SP188095	1	1
Lot 17 on SP188095	1	1
Lot 18 on SP188095	1	1
<b>TOTALS</b>	18	18

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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The Scheme is a basic Scheme. The scheme is to be developed in one stage and there are no future development plans.

<b>SCHEDULE C</b>	<b>SCHEME BY-LAWS</b>
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#### PART 1 - INTERPRETATION

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

##### Definitions

1.1 Each of the following expressions bears the meaning set opposite:

- |                       |  |
|-----------------------|--|
| <b>Animals</b>        | Living, non-human beings possessing sensation and voluntary motion, including in particular (but without limitation) dogs, cats, birds, fish, mice, rabbits, reptiles and insects. |
| <b>Body Corporate</b> | The body corporate constituted upon establishment of the Scheme, including (where appropriate): <ul style="list-style-type: none"> <li>• its servants and agents;</li> </ul>       |

	<ul style="list-style-type: none"> <li>• the Body Corporate Representative; and</li> <li>• the Committee;</li> </ul>
<b>Building</b>	The building the subject of the Scheme, and any other fixed structure upon the Common Property which structure is enclosed (wholly or partially) by walls and a roof.
<b>Committee</b>	The Committee of the Body Corporate, constituted pursuant to the Community Titles Act.
<b>Common Property</b>	So much of the Complex as does not form part of any lot in the Scheme.
<b>Community Titles Act Complex</b>	The Body Corporate and Community Management Act 1997 (Qld). The complex of lots and common property the subject of the Scheme.
<b>Contractor</b>	Any person engaged by or on behalf of the Body Corporate to perform work or provide services for the benefit of the Complex. The expression includes sub-contractors and workmen engaged or employed by the relevant persons or sub-contractors.
<b>Exclusive Use Areas</b>	Each area of the Common Property identified on the sketch plans annexed to these by-laws.
<b>Guide Dogs Act</b>	The Guide Dogs Act 1972 (Qld).
<b>Liaison Officer</b>	A member of the Committee who acts as the conduit for liaison between the Body Corporate and the: <ul style="list-style-type: none"> <li>• Owners and Occupiers; and</li> <li>• Complex Manager.</li> </ul>
<b>Management Regulation</b>	The regulation module which applies to the Scheme under Section 22 of the <b>Community Titles Act</b> .
<b>Occupier</b>	The person lawfully occupying (or entitled to occupy) a Unit at any relevant time, including (without limitation) an Owner and a tenant.
<b>Original Owner</b>	Glenwood Homes Pty Ltd and its assigns, and (where the context requires) its servants and agents.
<b>Owner</b>	The owner of a Unit, and any person claiming under or through the owner, including (without limitation) any tenant or visitor (other than a trespasser).
<b>Recreation Facility</b>	Any swimming pool, sauna, spa, tennis court or barbecue facility: <ul style="list-style-type: none"> <li>• forming part of the Common Property; or</li> <li>• situated upon property adjoining the Complex, and over which the Body Corporate possesses a right of user (whether by easement or otherwise).</li> </ul>
<b>Scheme</b>	Whitfield Views Community Titles Scheme.
<b>Security Key</b>	Any key (including, without limitation, any magnetically or otherwise encoded card or strip) used to: <ul style="list-style-type: none"> <li>• open or lock any door, gate, window or other lockable structure; or</li> <li>• operate any security device or system within the Complex.</li> </ul>
<b>Unit</b>	A lot in the Scheme.

**Miscellaneous References**

## 1.2 References to:

W. 159226-1/2011 of 1/01/01

- 1.2.1 persons include natural persons and corporations;
- 1.2.2 any gender include every gender;
- 1.2.3 the singular include the plural, and vice versa; and
- 1.2.4 statutes include:
  - 1.2.4.1 legislation which:
    - (i) amends or consolidates; or
    - (ii) is enacted in addition to or in substitution for, those statutes; and
  - 1.2.4.2 all subordinate legislation, rules, resolutions, orders, by-laws and ordinances promulgated under the statutes.
- 1.2.5 writing include typing, facsimile, magnetic disc or electronic impulse, and all other means of reproducing words in a permanent and visible form.

#### Headings

- 1.3 The headings and sub-headings in these By-laws:
  - 1.3.1 exist for convenience only; and
  - 1.3.2 are to be disregarded in the interpretation of the By-laws.

#### Severance

- 1.4 If:
  - 1.4.1 any provision of these By-laws is void, voidable, unlawful or unenforceable; or
  - 1.4.2 the By-laws or any of them would be void, voidable, unlawful or unenforceable unless a stated provision were severed from them,that provision shall be severed, and the severance shall not affect the continued validity and efficacy of the remainder.

### PART 2 - USE OF UNITS

2

#### Cleanliness/Pest Control

- 2.1 Each Owner and Occupier is to ensure that its Unit (including the car parking space and any storage area) is kept clean, and free of:
  - 2.1.1 accumulated garbage; and
  - 2.1.2 pest infestation,so as to pose no sanitation or health risk to any other person upon the Complex.

#### Storage of Volatile Substances

- 2.2 An Occupier is not, without the written consent of the Body Corporate, to use or store upon his Unit or the Common Property any inflammable, explosive or otherwise volatile substance (solid, liquid or gaseous).

#### Keeping Animals

- 2.3 Subject to:
  - 2.3.1 Section 181 of the Community Titles Act; and

2.3.2 Section 5 of the **Guide Dogs Act**,

no Animal is to be kept in a Unit or upon the Common Property without the written consent of the Body Corporate.

**Illegal Uses**

2.4 No Unit is to be used for a purpose which is or may be illegal or injurious to the reputation of the Complex.

**Non-residential Uses / Display Units**

2.5 No Unit is to be used for non-residential purposes without the written consent of the Body Corporate, save that while the Original Owner is an Owner it may:

2.5.1 use for display or real estate selling purposes any one or more of the Units it owns; and

2.5.2 permit its display unit/s and the Common Property to be inspected by prospective purchasers.

**Parking Bays/Storage Areas**

2.6 Without limiting the effect of **By-law 2.5**, the parking space and storage area forming part of a Unit are to be used only for parking vehicles and storing goods respectively.

**Hanging Clothes/Other Items**

2.7 No item of clothing, or other item, is to be hung by Owners or Occupiers in, upon or from any:

2.7.1 window or glass door;

2.7.2 balcony or railing;

2.7.3 external wall of the Building;

2.7.4 Common Property (irrespective of whether the relevant Owner possesses a tenancy or right to exclusive use of the relevant area),

or other structure or area such that the item is visible from outside the relevant Unit.

**Creation of Hazards or Nuisance**

2.8 No Unit is to be used to cause a nuisance or hazard to any Owner, Occupier or other person.

**Minimisation of Insurance Risk**

2.9 An Owner or Occupier is not to do anything upon or about his Unit which is likely to increase the level of fire insurance premium payable by the Body Corporate with respect to the Building (or any other structure upon the Complex).

**Auctions**

2.10 No auction is to be conducted in any Unit, or upon the Common Property, without the written consent of the Body Corporate.

**Security**

2.11 Occupiers are to fasten securely all doors, windows or other openings to their Units whenever the Units are left unoccupied.

**PART 3 - USE OF COMMON PROPERTY**

3

**Obstruction**

3.1 No Owner or Occupier is to impede the lawful use of Common Property by any person.

**Lawns, Gardens and Balcony Plants**

- 3.2 An Owner or Occupier must not:
  - 3.2.1 damage or interfere with any lawn, garden, tree, shrub, plant or flower forming part of, or situated upon, the Common Property;
  - 3.2.2 without the written consent of the Body Corporate:
    - 3.2.2.1 use for his own purposes, as a garden, any area of the Common Property;
    - 3.2.2.2 (in particular) plant anything, or interfere with anything planted, in any planter unit located upon a balcony of the Building beyond the boundary of a Unit.

**Damage to Common Property**

- 3.3 Subject to By-law 3.4, no Owner or Occupier is to mark, paint, pierce with nails, screws or such like, or otherwise damage or deface, any Common Property, without the written consent of the Body Corporate.

**Security Apparatus**

- 3.4 An Owner, or a person authorised by him, may install upon Common Property, with the consent of the Body Corporate (consent not to be unreasonably withheld):
  - 3.4.1 locking or other safety devices for the protection of his Unit against intruders; or
  - 3.4.2 screens or other devices to prevent Animals entering his Unit.

**Airconditioners**

- 3.5 An Owner, or a person authorised by him, may install upon Common Property, with the consent of the Body Corporate (consent not to be unreasonably withheld providing the installation does not materially adversely affect the aesthetic appearance of the Complex):
  - 3.5.1 airconditioning systems; and
  - 3.5.2 ducting for the airconditioning systems.

**Interference With Use**

- 3.6 The Common Property is to be used in such a manner as not unreasonably to fetter its use and enjoyment by persons lawfully entitled.

**Use of Accessways**

- 3.7 No Owner or Occupier is to use or permit to be used, for any purpose other than entry to, exit from or passage across the Common Property, any:
  - 3.7.1 pathway or drive of the Common Property; or
  - 3.7.2 easement providing access to the Common Property.

**Parking/Standing Vehicles**

- 3.8 In particular, no vehicle is to be parked or to stand so as to prevent the passage of other vehicles over any:
  - 3.8.1 pathway or drive of; or
  - 3.8.2 easement providing access to,the Common Property.

**Use of Recreation Facilities**

- 3.9

- 3.9.1 Recreation Facilities are to be used only by Owners and Occupiers, their invitees, or other persons authorised by the Body Corporate.
- 3.9.2 No children below age 12 are to use the Recreation Facilities unless supervised by an adult.
- 3.9.3 Running at or near the edges of any swimming pool is prohibited.
- 3.9.4 Nobody other than a person authorised by the Body Corporate is to perform any maintenance or repair function upon, or otherwise tamper or interfere with, any Recreation Facility or its associated equipment (including particularly, but without limitation, swimming pool, sauna or spa equipment).
- 3.9.5 The Committee may make further rules governing use of any of the Recreation Facilities.

**Displays by Original Owner**

- 3.10 While the Original Owner remains an Owner, it may display upon the Common Property such advertising signs and other devices as it considers appropriate to attract prospective purchasers.

**PART 4 - MAINTENANCE/REPAIR OF UNITS**

4

**General Maintenance**

- 4.1 Each Owner is to keep his Unit properly repaired and maintained, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

**Windows and Glass**

- 4.2 Each Owner and Occupier is to:
  - 4.2.1 ensure that the windows of his Unit are kept clean; and
  - 4.2.2 promptly replace any cracked or broken glass with fresh glass of the same type and weight.

**Airconditioners**

- 4.3 Each Owner and Occupier is to be responsible for the proper and regular servicing and maintenance of the airconditioner/s which service his Unit and for the replacement (if necessary) of the airconditioner/s.

**Notice of Damage to Services**

- 4.4 An Occupier is to give the Committee prompt notice of damage to or defect in any water or gas pipe, or any electrical installation or fixture, within his Unit, of which defect or damage he is aware; and the Committee may, depending upon the urgency, arrange such repair or rectification of or to the damaged item as is necessary to ensure the safety and preservation of the Building.

**PART 5 - ALTERATIONS TO UNITS**

5

**Alterations to External Appearance**

- 5.1 No Owner or Occupier is to do to his Unit, without the written consent of the Body Corporate, anything which will alter the external appearance of the Building.

**Structural Alterations**

- 5.2 Other than to the extent permitted under Chapter 2 Part 7 of the **Community Titles Act**, no structural alteration is to be made to any Unit (including any alteration to gas, water or electricity installations) without the written consent of the Body Corporate.

**External Blinds and Awnings**

- 5.3 No external blinds or awnings, other than those forming part of the Building as constructed by the Original Owner, are to be fitted to any Unit without the written consent of the Body Corporate.

**Security Systems**

- 5.4 No Owner or Occupier is to install any security system upon his Unit or the Common Property without the written consent of the Body Corporate, which consent is not to be unreasonably withheld.

**PART 6 - EXTERNAL APPEARANCE OF BUILDING**

6

**External Signage**

- 6.1 No Owner or Occupier is to:
- 6.1.1 hang any article from any window or balcony of his Unit, or the outside of the Building; or
  - 6.1.2 display, place or affix any sign, advertisement, placard, banner, pamphlet, poster, notice or suchlike upon any part of his Unit so as to be visible from outside the Building; or
  - 6.1.3 do anything to vary the external appearance of his Unit,
- without the written consent of the Body Corporate.

**Communications Antennae**

- 6.2 No radio or television antenna extruding beyond the Building is to be installed in any Unit without the written consent of the Committee.

**Curtains**

- 6.3 No Occupier is to allow any curtains to be hung so as to be visible from outside the Building unless those curtains are backed with material of a colour and design approved by the Committee (the Committee to ensure, so far as is practical, that curtain backings in all Units present a uniform appearance when observed from outside the Building).

**PART 7 - WATER SERVICES**

7

**Use of Water Apparatus**

- 7.1 Water closets and other water apparatus, including waste pipes and drains, installed in each Unit and/or upon the Common Property are to be used only for the purposes for which they were constructed; and no sweepings, rubbish or other unsuitable substances are to be deposited in them.

**Conservation of Reticulated Water**

- 7.2 Occupiers must not waste reticulated water, and are to ensure that:
- 7.2.1 all taps in their Units are promptly turned off after use; and
  - 7.2.2 worn or defective tap washers are replaced, and/or taps re-seated, to stem or prevent leakage.

**Misuse of Apparatus**

- 7.3 Any expense caused to the Body Corporate through the negligence or misuse of water apparatus by an Owner, an Occupier or his visitors is to be reimbursed by that Owner or Occupier upon demand by the Body Corporate.



## PART 8 - GARBAGE

8

### Garbage Disposal

- 8.1 The Occupier of a Unit must:
- 8.1.1 (save where the Body Corporate provides some other means for disposal of garbage) maintain within his Unit, or on such area of the Common Property as is designated or authorised by the Body Corporate, a clean, dry and adequately covered garbage receptacle;
  - 8.1.2 comply with all local laws relating to garbage disposal; and
  - 8.1.3 ensure that the health, hygiene and comfort of other Occupiers within the Complex is not adversely affected by his disposal of garbage.

### Containment of Rubbish Within Units

- 8.2 No Occupier is to throw or permit to be thrown, or allow to fall, from any window, door or other place within his Unit or elsewhere upon the Building, any object whatsoever (including, without limitation, paper, cigarette butts, or other rubbish or refuse).

## PART 9 - MISCELLANEOUS OWNER/OCCUPIER RESPONSIBILITIES

9

### Noise

- 9.1 No Owner or Occupier is to create within the Complex any noise likely to interfere with the peaceful enjoyment of:
- 9.1.1 other Owners' or Occupiers' Units; or
  - 9.1.2 Common Property.

### Fire Apparatus

- 9.2 No Owner or Occupier is to:
- 9.2.1 interfere with the fire safety equipment;
  - 9.2.2 use any fire safety equipment other than for the purpose it has been installed; or
  - 9.2.3 obstruct any fire exit or the means of access to any fire safety equipment.

### Completion of Compulsory Works

- 9.3 Each Owner is to complete promptly all work ordered by the local government or any other competent public authority with respect to his Unit, other than work for the benefit of the Building generally.

### Payment of Statutory Imposts

- 9.4 Each Owner is to pay:
- 9.4.1 all rates, taxes, charges, outgoings and assessments levied against or incurred in relation to his Unit; and
  - 9.4.2 all cleaning or repair costs reasonably incurred by or on behalf of the Body Corporate through breach of **By-law 2.1** or **4.1**.

**Notifiable Infections**

- 9.5 If an infectious disease notifiable under any relevant legislation afflicts any person living in or visiting his Unit, the Occupier is to:
- 9.5.1 notify the Body Corporate and the relevant health authority; and
  - 9.5.2 pay the Body Corporate the cost of disinfecting the Building (if this step is necessary) and replacing anything the destruction of which is rendered necessary by the occurrence of the infection.

**Display of By-laws in Tenanted Units**

- 9.6 A copy of these By-Laws (or a summary thereof approved by the Committee) is to be exhibited in a prominent place in any Unit made available for letting.

**Compliance With By-laws**

- 9.7 The obligations imposed by these By-laws are to be discharged by each Owner and Occupier together with his tenants, sub-tenants, servants, agents and visitors; and the Owner or Occupier will be responsible for breaches of the By-laws by any of those persons.

**Responsibility for Visitors**

- 9.8 Each Owner and Occupier is to take reasonable measures to ensure that persons visiting the Complex:
- 9.8.1 at his request or with his permission, express or implied; or
  - 9.8.2 otherwise for his benefit,
- do not cause any unreasonable inconvenience to or interference with use or enjoyment of Units or Common Property by other persons lawfully upon the Complex.

**PART 10 - ENTRY OF UNITS BY BODY CORPORATE**

10

**Obligation to Permit Entry**

- 10.1 Subject to Section 125 of the **Community Titles Act**, each Owner or Occupier is to permit the Body Corporate and its agents, at all reasonable times, and on reasonable notice (except during emergency, when no notice will be required), to enter his Unit to:
- 10.1.1 inspect the condition of any items for the repair or maintenance of which the Body Corporate is responsible;
  - 10.1.2 maintain, repair or renew pipes, wires, cables and ducts in the Unit, capable of being used in connection with the enjoyment of any other Unit or the Common Property;
  - 10.1.3 maintain, repair, or renew Common Property, particularly the contents of any planter unit located upon a balcony of the Building beyond the boundary of his Unit;
  - 10.1.4 repair any malfunction in security apparatus installed by the Body Corporate within the Unit; or
  - 10.1.5 treat the Unit for the purpose of exterminating household pests.

**Limitation Upon Exercise of Body Corporate's Rights**

- 10.2 The Body Corporate is to ensure that in the exercise of its right to enter a Unit its personnel cause no more inconvenience to the Occupier than is practical in the circumstances.

**Unsecured Vacant Units**

- 10.3 Where any accessible door or window of an unoccupied Unit has been left open (irrespective of whether the lack of occupation is merely temporary or transitory), the Body Corporate may cause its servant or agent to enter the Unit and secure it.

**PART 11 - SECURITY**

11

**Security Arrangements for Complex**

- 11.1 The Committee may make such lawful rules and arrangements, not inconsistent with these By-laws, as it considers necessary to ensure the security of the Complex, including (without limitation) rules and arrangements for:
- 11.1.1 installation of a system restricting free access to the Complex to persons possessing appropriate Security Keys;
  - 11.1.2 installation of a closed circuit television system monitoring at least the Common Property or a part or parts of it;
  - 11.1.3 imposition of conditions (including, without limitation, a requirement for the payment of a deposit, upon the issue of Security Keys;
  - 11.1.4 reservation of a right to refuse entry to the Complex pending confirmation of identity;
  - 11.1.5 reservation of a right for the Body Corporate to enter any Unit to stem any breach of the security arrangements occurring within or emanating from the Unit.

**Compliance With Prescribed Arrangements**

- 11.2 Owners and Occupiers are to ensure that all security arrangements implemented by the Committee for the Complex are observed by themselves and their visitors.

**Lost Security Keys**

- 11.3 An Owner or Occupier is to report to the Body Corporate promptly the loss of any Security Key issued to him.

**Security Keys Register**

- 11.4 The Body Corporate:
- 11.4.1 may, at its discretion, limit the number of Security Keys issued to individual Owners and Occupiers; and
  - 11.4.2 must, in any event, maintain a register of all Security Keys issued, the register to record at least:
    - 11.4.2.1 the identity and address of each person to whom a key has been issued;
    - 11.4.2.2 the date of issue;
    - 11.4.2.3 the quantity issued; and
    - 11.4.2.4 (where practical) the serial number or other identifier of each key.

**Ownership and Maintenance of Security Apparatus**

- 11.5 Security apparatus installed upon the Complex by the Body Corporate, other than apparatus installed by it in any Unit:
- 11.5.1 remains the property of the Body Corporate; and

11.5.2 is to be repaired and maintained by and at the expense of the Body Corporate;

but apparatus which the Body Corporate installs in any Unit:

11.5.3 becomes the property of the Owner; and

11.5.4 is to be repaired and maintained (if at all) by the Owner.

#### **Limitation of Liability**

11.6 In the absence of its wilful act or negligence, neither the Body Corporate nor Complex Manager will be responsible to an Owner or Occupier for failure of any security system (or any component or sub-system thereof) installed or implemented by the Body Corporate to function as intended.

#### **Cost of Repairs to Apparatus Within Units**

11.7 Where the Body Corporate effects repairs or maintenance to or of security apparatus in a Unit, the cost of the work (including parts) is to be borne by the Owner (or, where the work is requested by the Occupier, by the Occupier).

#### **Use of Security Apparatus**

11.8 Owners and Occupiers are to ensure that security apparatus within the Complex is not used in other than the manner intended by the manufacturer.

### **PART 12 - AGREEMENTS BY BODY CORPORATE**

12

#### **Power to Enter Agreements**

12.1 The Body Corporate may, by resolution passed in general meeting enter agreements for the provision of services to facilitate the effective discharge of its functions, including (without limitation) agreements for:

12.1.1 performance of the administrative functions of the Body Corporate by a managing agent;

12.1.2 security system maintenance;

12.1.3 use of:

12.1.3.1 land adjoining the Complex, and facilities situated upon such and, by and for the benefit of Owners and Occupiers; and

12.1.3.2 Common Property by and for the benefit of occupiers of land adjoining the Complex.

12.1.4 taking on liability pursuant to Section 196 of the Community Titles Act for owners and occupiers of Units for utility services supplied for the benefit of owners or occupiers.

### **PART 13 - TELECOMMUNICATIONS SERVICES TO COMPLEX**

13

#### **Cost of Services**

13.1 An Owner or Occupier who uses any telecommunications service made available by the Body Corporate is to pay to the Body Corporate upon demand the cost or his proportion of the cost (as the case may be) of:

13.1.1 providing the service; and

13.1.2 maintaining and periodically upgrading the service.

#### **Disconnection of Services**

13.2 Where an Owner or Occupier fails to make any payment due to the Body Corporate for providing, maintaining or upgrading a telecommunications service provided by the Body Corporate, and of which he has taken the benefit, the Body Corporate may:

13.2.1 arrange for the discontinuance of his access to the service; and

13.2.2 recover from him, by Court action if necessary:

13.2.2.1 the cost (if any) of disconnection; and

13.2.2.2 the charges unpaid.

#### PART 14 - CONTRACTORS AND COMPLEX MANAGER

14

##### Instruction of Contractors

14.1 Owners and Occupiers are not to:

14.1.1 engage Contractors to perform work upon Common Property, or otherwise on behalf of the Body Corporate; or

14.1.2 give instructions to Contractors engaged by or on behalf of the Body Corporate, without the express permission of the Body Corporate.

#### PART 15 - BREACH OF BY-LAWS

15

##### Type of Breach

15.1 Any person who is bound by these By-laws and who:

15.1.1 contravenes or fails to comply with any of their requirements; or

15.1.2 disobeys or fails to comply with any lawful direction given pursuant to the By-laws, breaches the By-laws.

##### Remedy of Breach

15.2 Any breach of these By-laws is to be remedied:

15.2.1 promptly upon the breach coming to the attention of the person who commits it; and

15.2.2 in any event, not later than the date of expiry of the period limited for compliance in a notice from the Committee requiring remedy of the breach.

##### Ejection from Complex

15.3 The Body Corporate may arrange for its security personnel or the Police to remove from the Complex any person who breaches these By-laws by behaving in a manner which interferes unreasonably with the quiet use and enjoyment of the Complex by others.

**PART 16 - EXCLUSIVE USE**

16

- 16.1 The owners of the lots listed in schedule E have the exclusive use of the corresponding Exclusive Use Areas as listed in schedule E for the nominated purposes.
- 16.2 Subject to Section 171 of the **Community Titles Act**, a right of exclusive use allocated pursuant to this part 16.
  - 16.2.1 is appurtenant to; and
  - 16.2.2 will endure for the benefit of:  
the occupier of the Unit as the case may be.

**PART 17 - RIGHTS/RESPONSIBILITIES OF BODY CORPORATE**

17

**General Responsibilities**

- 17.1 Without limiting the effect of any:
  - 17.1.1 relevant provision of the Community Titles Act; or
  - 17.1.2 other provision of these By-laws,the Body Corporate must:
  - 17.1.3 control, manage and administer the Common Property for the benefit of all Owners and Occupiers;
  - 17.1.4 keep in good and serviceable repair, and properly maintain, the fixtures and fittings (including any lifts) comprising or used in connection with Common Property;
  - 17.1.5 where practical, establish and maintain landscaping upon the Common Property;
  - 17.1.6 (other than in the context of discharging its duties under paragraphs 17.1.4 and 17.1.5) make no alterations or additions to Common Property unless pursuant to a special resolution of its members, passed at a properly convened general meeting;
  - 17.1.7 manage and maintain all utility services within the Common Property.

**Liaison Officer**

- 17.2 The Committee is to appoint one of its members as Liaison Officer.

**Communications With Body Corporate**

- 17.3 All communications with the Body Corporate (requests, complaints or otherwise) are to be:
  - 17.3.1 directed to the Liaison Officer; and
  - 17.3.2 promptly referred by the Liaison Officer to the Committee for attention.

**Body Corporate Consents**

- 17.4 A consent granted by the Body Corporate under any By-law may be:
  - 17.4.1 revocable; and/or
  - 17.4.2 conditional,  
and must be evidenced by an appropriate minute recording;
  - 17.4.3 the resolution to grant consent; and
  - 17.4.4 the nature and terms of the consent.

**House Rules**

- 17.5 The Committee may make rules relating to the Common Property (particularly in relation to use of lifts and Recreation Facilities) not inconsistent with these By-laws. Those rules shall be observed by the Owners, Occupiers and users until disallowed, varied or revoked by majority resolution at a general meeting of the Body Corporate.

**Recovery of Moneys**

17.6

**Recovery Costs**

- 17.6.1 Where the Body Corporate reasonably incurs any expenses in recovering from an Owner or Occupier any moneys due and owing to the Body Corporate, that person shall also pay to the Body Corporate upon demand the whole (or such lesser amount as the Body Corporate demands) of those expenses (including, without limitation, legal fees and disbursements on a solicitor and client basis).

**Liquidated Debt**

- 17.6.2 Any amount recoverable by the Body Corporate under paragraph 17.6.1 above will be deemed a liquidated debt due to the Body Corporate as contributions or moneys levied under the Management Regulation.

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

## Statutory Easements

Benefitted Land	Easement Type	Services Location Diagram
Lots 1 to 18 on SP188095	Sewerage, water, electricity, support, shelter, communications, drainage	Drawing No. 01, attached
Common property of Whitfield Views Community Titles Scheme	Water, electricity, support, shelter, communications, drainage	Drawing No. 10, attached

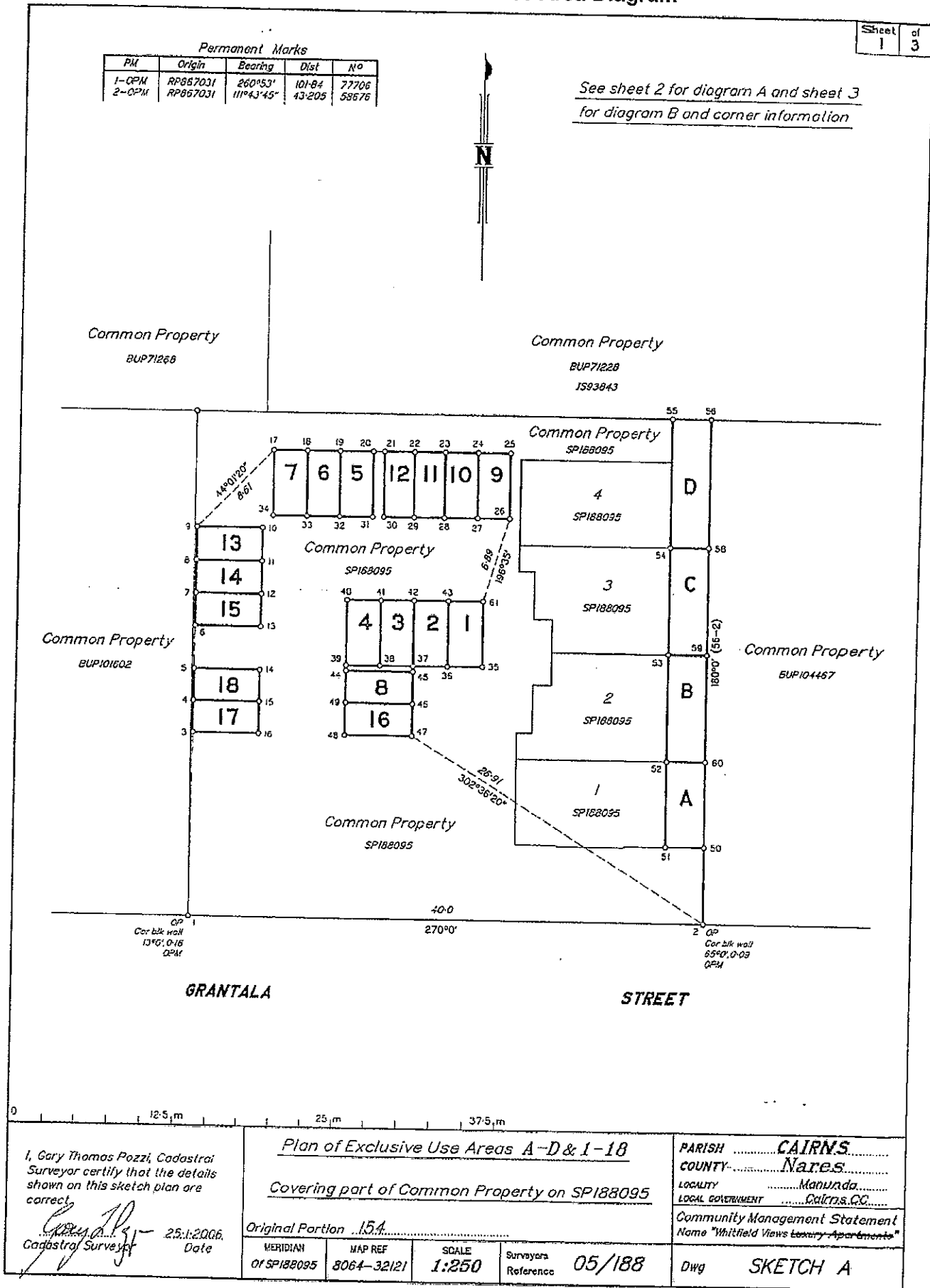
**SCHEDULE E****DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

Lot on Plan	Exclusive Use Areas	Nominated Purpose
Lot 1 on SP 188095	Area marked "A" on the attached sketch plan	Private court yard
Lot 2 on SP 188095	Area marked "B" on the attached sketch plan	Private court yard
Lot 3 on SP 188095	Area marked "C" on the attached sketch plan	Private court yard
Lot 4 on SP 188095	Area marked "D" on the attached sketch plan	Private court yard
Lot 1 on SP 188095	Area marked "1" on the attached sketch plan	Car park
Lot 2 on SP 188095	Area marked "2" on the attached sketch plan	Car park

Lot 3 on SP 188095	Area marked "3" on the attached sketch plan	Car park
Lot 4 on SP 188095	Area marked "4" on the attached sketch plan	Car park
Lot 5 on SP 188095	Area marked "5" on the attached sketch plan	Car park
Lot 6 on SP 188095	Area marked "6" on the attached sketch plan	Car park
Lot 7 on SP 188095	Area marked "7" on the attached sketch plan	Car park
Lot 8 on SP 188095	Area marked "8" on the attached sketch plan	Car park
Lot 13 on SP 188095	Area marked "13" on the attached sketch plan	Car park
Lot 14 on SP 188095	Area marked "14" on the attached sketch plan	Car park
Lot 15 on SP 188095	Area marked "15" on the attached sketch plan	Car park
Lot 9 on SP 188095	Area marked "9" on the attached sketch plan	Car park
Lot 10 on SP 188095	Area marked "10" on the attached sketch plan	Car park
Lot 11 on SP 188095	Area marked "11" on the attached sketch plan	Car park
Lot 12 on SP 188095	Area marked "12" on the attached sketch plan	Car park
Lot 16 on SP 188095	Area marked "16" on the attached sketch plan	Car park
Lot 17 on SP 188095	Area marked "17" on the attached sketch plan	Car park
Lot 18 on SP 188095	Area marked "18" on the attached sketch plan	Car park



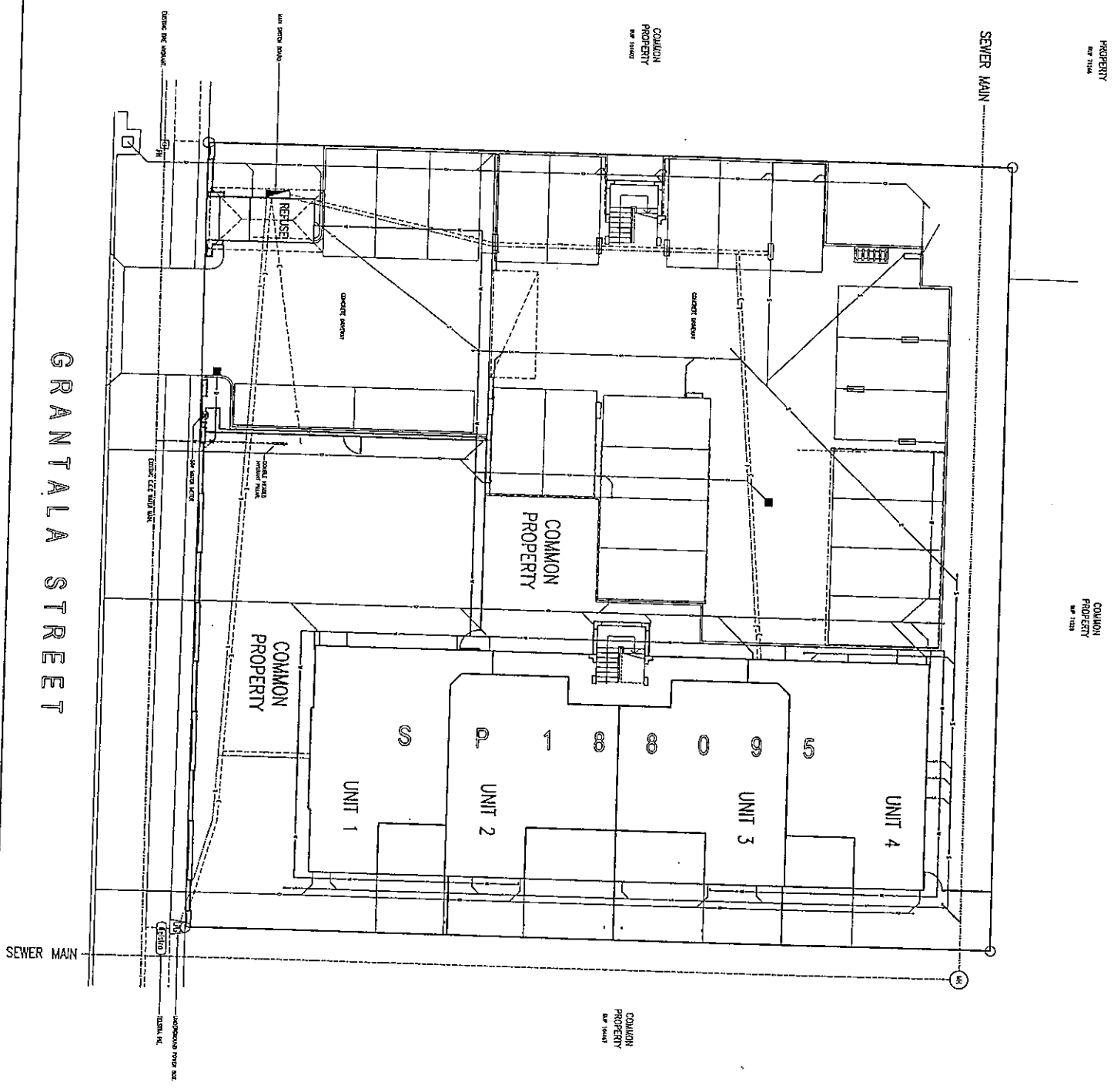
Schedule E – Exclusive Use Area Diagram







GRANTALA STREET



**SERVICES LEGEND**

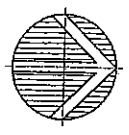
ELECTRICITY	---	E
WATER SUPPLY	---	W
SEWERAGE	---	S
TELSTRA	---	T
DRAINAGE	---	D

**NOTE:**  
SUB MAINS & TELSTRA IN SAME TRENCH.

**SERVICES PLAN**

DATE: 02/17/05  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1/8" = 1'-0"

**GLENCORP**  
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 Australia



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