

Dealing Number



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1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR BANC COMMUNITY TITLES SCHEME 52139	Lodger (Name, address, E-mail & phone number) Lodger Code
2. Lot on Plan Description COMMON PROPERTY OF BANC COMMUNITY TITLES SCHEME 52139	Title Reference 51165829
3. Registered Proprietor/State Lessee BODY CORPORATE FOR BANC COMMUNITY TITLES SCHEME 52139	
4. Interest NOT APPLICABLE	
5. Applicant BODY CORPORATE FOR BANC COMMUNITY TITLES SCHEME 52139	
6. Request I hereby request that: the new community management statement deposited herewith which amends Schedule E of the existing community management statement be recorded as the community management statement for Banc Community Titles Scheme 52139	
7. Execution by applicant	

Luke Anthony Hefferan, Solicitor

16 / 07 / 2019

Execution Date

Applicant's or Solicitor's Signature

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

LUKE ANTHONY HEFFERAN
SOLICITOR

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

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CMS LABEL NUMBER

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

1. **Name of community titles scheme**
BANC COMMUNITY TITLE SCHEME 52139

2. **Regulation module**
ACCOMMODATION MODULE

3. **Name of body corporate**
BODY CORPORATE FOR BANC COMMUNITY TITLE SCHEME 52139

4. **Scheme land**

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

5. **#Name and address of original owner**

NOT APPLICABLE

first community management statement only

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 and Community Management Act 1997.

..... signed

..... name and designation

..... name of Local Government

8. **Execution by original owner/Consent of body corporate**



16, 7, 2019
Execution Date

.....
Chairman / Secretary

.....
Committee Member

***Execution**

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

Privacy Statement

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

Banc Community Titles Scheme 52139

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Banc Community Titles Scheme 52139	51165829
101 on SP 279951	51165830
102 on SP 279951	51165831
201 on SP 279951	51165832
202 on SP 279951	51165833
203 on SP 279951	51165834
301 on SP 279951	51165835
302 on SP 279951	51165836
303 on SP 279951	51165837
401 on SP 279951	51165838
402 on SP 279951	51165839
403 on SP 279951	51165840
501 on SP 279951	51165841
502 on SP 279951	51165842
503 on SP 279951	51165843
601 on SP 279951	51165844
602 on SP 279951	51165845
701 on SP 279951	51165846
702 on SP 279951	51165847
801 on SP 279951	51165848
802 on SP 279951	51165849
901 on SP 279951	51165850
902 on SP 279951	51165851
1001 on SP 279951	51165852
1002 on SP 279951	51165853
1101 on SP 279951	51165854
1102 on SP 279951	51165855
1201 on SP 279951	51165856
1202 on SP 279951	51165857
1301 on SP 279951	51165858
1302 on SP 279951	51165859
1401 on SP 279951	51165860
1402 on SP 279951	51165861
1501 on SP 279951	51165862
1502 on SP 279951	51165863

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
101 on SP 279951	295	349
102 on SP 279951	293	356
201 on SP 279951	275	193
202 on SP 279951	236	125
203 on SP 279951	277	199
301 on SP 279951	275	200
302 on SP 279951	236	130
303 on SP 279951	277	206
401 on SP 279951	279	207
402 on SP 279951	236	133
403 on SP 279951	282	217
501 on SP 279951	279	220
502 on SP 279951	236	138
503 on SP 279951	282	221
601 on SP 279951	312	300
602 on SP 279951	309	318
701 on SP 279951	312	310
702 on SP 279951	309	321
801 on SP 279951	312	321
802 on SP 279951	309	317
901 on SP 279951	312	323
902 on SP 279951	309	322
1001 on SP 279951	312	335
1002 on SP 279951	309	363
1101 on SP 279951	312	346
1102 on SP 279951	309	363
1201 on SP 279951	312	356
1202 on SP 279951	309	356
1301 on SP 279951	312	363
1302 on SP 279951	309	366
1401 on SP 279951	312	374
1402 on SP 279951	309	402
1501 on SP 279951	312	444
1502 on SP 279951	309	473
TOTALS	9968	9967

Explanation with respect to contribution lot entitlements and interest lot entitlements pursuant to section 66 of the Body Corporate and Community Management Act 1997 (BCCM Act):

1. Calculation of contributions schedule lot entitlements

- 1.1. The contribution schedule lot entitlements (CSLE) for the scheme are not equal and have been determined using the *Relativity Principle*. As required by section 46 of the *Body Corporate and Community Management Act 1997*, the CSLE have been allocated having regard to—
- (a) the structure of the scheme
 - (b) the nature, feature and characteristics of the lots in the scheme
 - (c) the purpose for which the lots are used
 - (d) the impact the lots may have on the costs of maintaining the common property, and
 - (e) the market value of the lots.
- 1.2. On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the scheme. The difference in the CSLE recognises that the factors stated above do not impact on how much each lot should contribute to certain costs such as secretarial fees, printing postage and outlays, but the nature, features and characteristics of the lots in the scheme and the impact the lots may have on the

costs of maintaining the common property will result in a different burden on the costs for such expenses as cleaning and repairs and maintenance of the common property.

1.3 Each of the above factors impacts on the allocation of lot entitlements in the following ways:

(a) Structure of the scheme

The scheme is structured as a basic scheme. It is not structured using a layered arrangement therefore the structure of the scheme does not impact on the allocation of CSLE.

(b) Nature, features and characteristics of the lots in the scheme

The body corporate is responsible for the maintenance and cleaning of common property within the scheme as it is part of a building format plan. Facilities requiring cleaning and maintenance will include foyers, lifts, external walls and windows, roof, utility infrastructure and utility services, grounds, gardens, basement and visitor car parks. In the allocation of the CSLE the following features or characteristics of lots in the scheme will increase the responsibility of that lot to contribute to expenditure for the cleaning, repair and maintenance of the common property and for the management and caretaking of the scheme in the following ways:

- (i) Gross floor area of the lot – The larger the lot the bigger demand it will have on the common property. Additional entitlements are added depending on the size of the lot.
- (ii) Number of occupants of the lot – Larger lots that can accommodate for a higher number of occupants have the potential to place a greater burden on the common property and facilities. Lots that can accommodate more people will typically necessitate more cleaning, management and caretaking of common property and facilities.

(c) The purpose for which the lots are used

This factor is not relevant as all lots are used for residential purposes.

(d) The impact the lots may have on the costs of maintaining the common property

The lots in the scheme have been created under a building format plan and the Body Corporate is responsible for the repair and maintenance of the common property (eg. the exterior of the building including windows, foyers, lifts, utility infrastructure, utility services and other common property facilities). The larger the lot the greater the demand for support and shelter costs and the number of occupants are likely to be greater. This results in larger lots having a greater demand on the Body Corporate expenditure for the maintenance, cleaning and repair of common property. This factor has been considered relevant in calculating CSLE because it places a differential burden on the Body Corporate's costs for maintenance, cleaning and repair of common property.

(e) Market value of the lots

In respect to the scheme it is not considered that the market value of the lots affect the CSLE.

2. Calculation of the interest schedule lot entitlements

The interest schedule lot entitlements have been determined using the market value principle in accordance with section 46B *Body Corporate and Community Management Act 1997 (Qld)*.

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

SCHEDULE C BY-LAWS**1. Interpretation****1.1 Meaning of words**

In these By-Laws:

- (a) **Act** means the Body Corporate and the Community Management Act 1997 (Qld).
- (b) **Authority** means any person, body, authority or corporation (municipal, government, statutory or non-statutory) that has authority over the Scheme Land or a Lot.
- (c) **Body Corporate** has the same meaning as is given to "Body Corporate" under the Act.
- (d) **Body Corporate Assets** means the real and personal property of the Body Corporate other than property that is incorporated into and becomes part of the Common Property.
- (e) **Caretaker** means the person engaged by the Body Corporate to act as the on-site caretaker to provide management and maintenance services for the Scheme who may also be authorised to carry on business as a letting agent for the Scheme.
- (f) **CMS** means this community management statement.
- (g) **Committee** has the same meaning as is given to "Committee" under the Act.
- (h) **Common Property** has the same meaning as is given to "Common Property" under the Act.
- (i) **Costs** includes costs, charges, expenses and disbursements, including those incurred in connection with advisers, and GST applicable to those costs, charges, expenses and disbursements.
- (j) **GST** has the meaning given to it in the GST Act.
- (k) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts and regulations.
- (l) **Local Government** means the Brisbane City Council.
- (m) **Lot** means a lot that is part of the Scheme.
- (n) **Module** means the Body Corporate and Community Management (Accommodation Module) Regulation 2008.
- (o) **Invitees** means an Occupier's agents, servants, contractors, guests, visitors, children and customers.
- (p) **Occupier** has the same meaning as is given to "Occupier" under the Act.
- (q) **Original Owner** means the original owner as defined in the Act, and any person nominated by the Original Owner from time to time.
- (r) **Owner** means the owner of an interest in a Lot from time to time.
- (s) **Personal Watercraft** means a recreational boat no longer than 6 meters in length and includes jet skis.
- (t) **Recreation Area** means the swimming pool and barbecue area located on the Scheme Land.
- (u) **Service Provider** means any entity that provides Services to the Body Corporate.
- (v) **Scheme** means the community titles scheme to which this CMS applies.

- (w) **Scheme Building** means the buildings located on the Scheme Land.
- (x) **Scheme Land** means the land described as scheme land in Item 4 of this CMS.
- (y) **Service** means utility services such as water, sewerage, drainage, gas, electricity, air-conditioning, communications, computer data or television service, trade waste, garbage removal and fire services supplied to the Scheme Land or another service or system designed to improve the amenity, or enhance the enjoyment of the Lots and the Common Property.
- (z) **Service Infrastructure** means any infrastructure for the provision of Services to the Scheme Land.
- (aa) **Visitor Parking Areas** means any parking areas on the Common Property designated by the Body Corporate from time to time for use as casual parking by visitors to the Scheme Land.

1.2 Rules of interpretation

In these by-laws unless the contrary intention appears:

- (a) A reference to a by-law includes any variation or replacement of it.
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) The singular includes the plural and vice versa.
- (d) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (e) A reference to any thing is a reference to the whole and each part of it.
- (f) Where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (g) Any requirement to obtain the consent or approval of the Body Corporate is a requirement to obtain the prior written consent or approval of the Body Corporate.
- (h) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.
- (i) A reference to a "Column" in this CMS is a reference to a column in Schedule E of this CMS.

2. General

2.1 Compliance

Occupiers must comply with, and ensure all Invitees comply with—

- (a) these by-laws and any Body Corporate rules made in accordance with these by-laws
- (b) all relevant laws, and
- (c) the requirements, notices and orders of any Service Provider with jurisdiction over the Scheme Land.

3. Protection of Common Property

3.1 Gardens and plants

An Occupier must not damage or remove any lawn, garden, plant or part of a plant on the Common Property without the prior written consent of the Committee.

3.2 Property of the Body Corporate

An Occupier must not—

- (a) damage or deface any Body Corporate Asset or structure that forms a part of the Common Property, or
- (b) erect or install anything on Common Property, or operate, adjust or interfere with the operation of any Body Corporate Asset or structure that forms part of the Common Property without the consent of the Body Corporate.

3.3 Damage to Common Property

If an Occupier damages the Common Property, the Body Corporate may repair the damage and recover its repair Costs from the Occupier as a liquidated debt due to it in any action in any Court of competent jurisdiction from the Occupier.

3.4 Depositing rubbish on Common Property

An Occupier must not put any rubbish, dirt or other material on the Common Property except in bins provided by the Body Corporate or the Local Government for the use of the Lot occupied by that Owner or in a garbage chute provided for that purpose.

4. Use of Common Property

4.1 Use of Common Property and Body Corporate Assets

An Occupier must—

- (a) use Common Property and Body Corporate Assets for the purpose for which they were designed or intended
- (b) ensure that they close, and where appropriate lock, any doors on the Common Property immediately after they use them, in order to prevent unauthorised entry to the Scheme Land, and
- (c) clean any mess they make whilst on the Common Property and remove their rubbish from the Common Property.

4.2 Rules about use of Common Property

- (a) The Committee may make and amend rules about the use of the Common Property and the Body Corporate Assets from time to time that—
 - (i) are not inconsistent with these by-laws, and
 - (ii) do not obstruct the lawful use of the Common Property or a Lot by another person.
- (b) Occupiers and their Invitees must comply with these rules.

5. Maintenance and management of Common Property

5.1 Management of Common Property

- (a) The Committee must ensure that any parts of the Common Property used for—
 - (i) electrical substations or control panels
 - (ii) fire service control panels
 - (iii) telephone exchanges

- (iv) plant and machinery rooms, and
- (v) other Services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Occupiers may not enter or open such areas without the consent of the Committee.

- (b) The Committee may allow contractors or workmen employed by the Body Corporate to store items of their property in any plant and machinery rooms on Common Property, if it is safe and lawful for that person to do so.

6. Conduct on Scheme Land

6.1 Obstructions

An Occupier must not—

- (a) obstruct lawful use of the Common Property, Body Corporate Assets or a Lot by another person, or
- (b) interfere with or obstruct any contractor or workmen engaged by the Body Corporate or the Committee from performing the duties or exercising their rights under an agreement with the Body Corporate.

6.2 Notice of accidents

If an Occupier or its Invitees is involved in an accident on Common Property the Occupier must notify the Committee of the accident and give a reasonably detailed description of the circumstances.

6.3 Noise

- (a) Occupiers and their Invitees must not make or allow any noise in a Lot or on the Common Property that would unreasonably interfere with the enjoyment by others of a Lot or the Common Property.
- (b) In particular, no Occupier will hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Occupier, at any time of day or night.
- (c) Occupiers must comply in all respects with all local, state and federal government regulations and policies in relation to noise.
- (d) If noise is unavoidable then the Occupier of a Lot from which the noise is emanating must take all practical steps to ensure that it is minimised (for example, closing doors, windows and curtains).

6.4 Behaviour of Invitees

- (a) Occupiers must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using Common Property.
- (b) Occupiers are liable to compensate the Body Corporate for any damage to the Common Property or to Body Corporate Assets caused by an Occupier or their Invitees.
- (c) Occupiers must ensure their Invitees comply with these by-laws.
- (d) If the Body Corporate incurs a Cost to make good damage caused by a breach of the Act, the Module or these by-laws by any Occupier or their Invitees, the Body Corporate is entitled to recover the Cost incurred as a liquidated debt due to it in any action in any Court of competent jurisdiction from the Occupier.

7. Use of Lots

7.1 Use of Lots

- (a) Except for any Lot owned or occupied by the Caretaker (Caretaker's Lot), the Lots may only be used for residential purposes.
- (b) The Caretaker's Lot may be used for residential purposes and for on-site management and letting of Lots in the Scheme in accordance with any engagement or authorisation entered into by a Caretaker with the Body Corporate.

7.2 No alterations to external appearances

- (a) An Owner or Occupier of a Lot must not make any alterations to any part of the exterior of a Lot without the prior written consent of the Body Corporate and any relevant Authority (if applicable). For example, this means an Owner or Occupier must not:
 - (i) place or construct any improvement on the Lot which can be seen from outside the Lot
 - (ii) affix any antenna or aerial to the Lot
 - (iii) hang any curtains in the Lot, except curtains with a white backing, or
 - (iv) alter any landscaping or garden,without the consent of the Body Corporate and any relevant Authority (if applicable).
- (b) An Occupier must not hang any washing, towel, bedding, clothing or other article or display any sign or advertisement or banner on any part of a Lot or the Common Property in such a way as to be visible from inside or outside the Scheme Land.
- (c) All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes / Policies and clearly depicted on the approved drawings.

7.3 Structural Changes to Lots

- (a) An Owner or Occupier of a Lot must not—
 - (i) make any structural alterations to the Lot (including any alteration to gas, water, or electrical installations or installation of any air conditioning system), or
 - (ii) do anything which might affect the structural integrity of the Scheme Building,without the prior written consent of the Committee.
- (b) The Owner or Occupier must also obtain any other approval required by law.

7.4 Security Screens

- (a) An Owner or Occupier must not affix security screens to any window or door without the prior written consent of the Committee.
- (b) Only security screens which have the appearance of insect screens and do not detract from the appearance of the building will be approved. Diamond mesh, grills and similar coverings will not be approved.

7.5 Consent to alterations

The following procedure applies to an application for consent under by-laws 7.2, 7.3 and 7.4—

- (a) the Owner must submit a written request together with plans and specifications to the Committee
- (b) the Committee may submit the plans to an architect, engineer or other consultant nominated by it
- (c) the Committee may impose conditions on the approval of the plans and specifications, and
- (d) all fees and Costs incurred by the Committee must be paid by the Owner.

7.6 Sale of Lots

An Occupier must not permit any auction sale to be conducted in a Lot without the written consent of the Body Corporate.

7.7 Defects or damage

Occupiers must give the Committee prompt notice of any defect or damage to any part of the Common Property or a Lot which they become aware of.

7.8 Fire control

- (a) An Occupier must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape.
- (b) Occupiers must not bring to, do or keep on a Lot (or exclusive use areas allocated to the Lot) anything which increases the rate of fire or any other insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land, except with the consent in writing of the Body Corporate.

7.9 Maintenance of Lots

The Occupier of a Lot must—

- (a) keep the interior of the Lot in a clean condition
- (b) take all practical steps to prevent infestation by vermin and insects
- (c) not use plumbing, gas and electrical equipment for any purpose other than for which they were designed
- (d) keep windows clean, and
- (e) except where it is the responsibility of the Body Corporate under the Module, replace all cracked or broken glass with new glass of the same type and appearance.

7.10 Water conservation

Occupiers must not waste water and must ensure that all taps in a Lot or on the Common Property are turned off after use.

7.11 Garbage disposal

An Occupier of a Lot must—

- (a) comply with all rules made by the Body Corporate and the Local Government about disposal of rubbish
- (b) use the recycle bins or receptacles provided by the Local Government for the Lot
- (c) ensure recycle bins or receptacles are stored within areas nominated by the Committee for bin storage and are not visible from outside the Lot (or exclusive use areas allocated to the Lot), except on the day rubbish is collected by the Local Government when recycle bins or receptacles may be placed at the collection point nominated by the Local Government

- (d) ensure that the health and comfort of other Occupiers is not adversely affected by the Occupiers disposal of garbage, and
- (e) not throw or allow any paper, rubbish, cigarette butts, or other refuse to fall out of any window, door or balcony of the Lot.

7.12 Infectious diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in a Lot or the Common Property, an Occupier who becomes aware of that must—

- (a) give written notice of that and any other information which may be required relative to it to the Committee, and
- (b) if the Occupier caused or contributed to the infectious disease pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be necessary by such disease.

7.13 Hazardous substances

Occupiers must not—

- (a) store or use any hazardous or flammable substances on the Scheme Land (except normal quantities of usual household substances or fuel in the tank of a vehicle permitted to be on the Scheme Land), or
- (b) bring anything on to the Scheme Land which may increase the Cost of insurance or breach any fire safety laws.

7.14 Nuisance

Without limiting section 167 of the Act—

- (a) no noxious or offensive trade or activity may be carried on the Scheme Land
- (b) televisions, radios and musical instruments must be reasonably controlled so they do not cause annoyance to other Occupiers
- (c) machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the Scheme Land, and
- (d) people entering or leaving Lots after 11.00 pm must do so quietly.

7.15 Security

The Occupier of a Lot must lock or securely fasten all doors and windows in the Lot whenever the Lot is not occupied.

7.16 Acoustics

- (a) An occupier of a Lot must not, without the written approval of the Body Corporate, and subject to any conditions the Body Corporate may impose, install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Hard Flooring).
- (b) The Body Corporate may impose conditions on its approval (if granted) to install the Hard Flooring.
- (c) The Body Corporate will have regard to the following matters in deciding to grant their consent to the installation of the Hard Flooring:
 - (i) Hard Flooring must be installed to be compliant with FV5.1 of the NCC 2013 Building Code of Australia. The floor must achieve the following with regards to impact:

Impact: $L_n T, w + CI$ not more than 62.

- (ii) Once the Hard Flooring is installed, the impact level must be determined by a field test conducted by an accredited acoustic consultant approved by the Body Corporate (Floor Impact Level Report). The occupier will be responsible (at their cost) for obtaining the Floor Impact Level Report and providing a copy of the report to the Body Corporate within 7 days of receiving the same.
- (iii) Where the FIIC report states that the FIIC of the Hard Flooring is less than the relevant level outlined in the by-law 7.16(c)(ii) the occupier (at its cost and within a reasonable time) must cause the Hard Flooring to either be removed or have the Hard Flooring repaired such that the Hard Flooring complies with the relevant specifications outlined in by-law 7.16(c)(ii).
- (iv) Where the Floor Impact Level Report states that the floor impact level of the Hard Flooring is more than or equal to the level outlined in by-law 7.16(c)(ii) the Body Corporate must notify the Body Corporate's insurer and the occupier or Lot owner will be responsible for any increase in the insurance premium as a result of the installation of the Hard Flooring.
- (d) The occupier of a Lot must adhere to any conditions imposed by the Body Corporate regarding the Hard Flooring in accordance with this by-law.
- (e) If the occupier of a Lot fails to comply with the terms of this by-law 7.16, the occupier must (at their expense) remove all the Hard Flooring and reinstate the Lot to its former prior to the commencement of the installation of the Hard Flooring.

8. Vehicles, parking and driving

- (a) Vehicles may only be driven on the parts of the Common Property that are designed for that purpose (if any).
- (b) Vehicles must be driven at a safe speed. The maximum speed limit on the Common Property is 10 kilometres per hour.
- (c) The Occupier of a Lot must not, without the Body Corporate's written approval—
 - (i) park a vehicle, or allow a vehicle to stand, on the Common Property, or
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated Visitor Parking Areas which must remain available at all times for the sole use of visitor's vehicles.
- (d) An approval under clause 8(c) must state the period for which it is given, with the exception of designated visitor parking.
- (e) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (f) Occupiers acknowledge that the Visitor Parking Areas must be used by genuine visitors only and for no more than 8 hours by a visitor in any 24 hour period without the prior approval of the Caretaker. An Occupier must not park a vehicle, or allow a vehicle, motor cycle or bicycle to stand upon Visitor Parking Areas at any time.
- (g) Occupiers must ensure their Invitees use Visitor Parking Areas only for its intended use of casual parking, within the rules set from time to time by the Committee.
- (h) Occupiers must not, and must ensure their Invitees do not park or allow any trailer, caravan, campervan, mobile home or Personal Watercraft on the Visitor Parking Areas.
- (i) The Committee is entitled to remove (at the relevant Occupier's expense) any vehicles parked on Common Property in breach of these by-laws by towing or other means.
- (j) Heavy vehicles (over 2 tonnes tare) may not be brought onto the Scheme Land.

- (k) A vehicle may only be driven on Scheme Land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (l) The Body Corporate must ensure the Visitor Parking Areas—
 - (i) allow for a minimum of 6 visitor parking spaces
 - (ii) are clearly line marked, and
 - (iii) are available for use by genuine visitors only at all times.
- (m) Operation of trucks and commercial vehicles on the Scheme Land (not including waste collection vehicles for residential use) must only occur between 7.00am and 10.00pm, Monday to Saturday.

9. Right of entry

- (a) An Occupier, upon receiving reasonable notice from the Committee, must allow the Committee or any contractors, subcontractors, workmen or other person authorised by them, the right of access to their Lot for the purpose of carrying out works or effecting necessary repairs, including on the security system or the Service Infrastructure, whether to a Lot or the Common Property.
- (b) In the case of an emergency no notice will be necessary. The Committee will use reasonable endeavours to cause as little inconvenience to the Occupier as possible.

10. Supply of Services by the Body Corporate

The Body Corporate may at its election supply or engage a Service Provider to supply Services to Owners or Occupiers in the Scheme and in that case the following will apply:

- (a) The Body Corporate may enter into a contract for the purchase of Services on the most economical basis, for the whole of the Scheme from the Service Provider and may sell Services to each Owner or Occupier in the Scheme provided, in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the Owner or Occupier for supply of the electricity direct from the relevant electricity authority.
- (b) Each Owner or Occupier must purchase and use all Services consumed in the Owner's or Occupier's Lot direct from the Body Corporate and must not purchase the Service from any other source.
- (c) The Body Corporate is not required to supply to any Owner or Occupier Services beyond those which the Service Provider could supply at any particular time.
- (d) The Body Corporate may charge for the Services (including for the installation of, and the cost associated with, utility infrastructure for the Services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Services.
- (e) The Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within 14 days of the delivery of such accounts.
- (f) In respect of an account which has been rendered pursuant to these by-laws, an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or Occupier became the Owner or Occupier of that Lot.
- (g) If a proper account for the supply of Services is not paid by its due date for payment, then the Body Corporate is entitled to—
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any action in any court of competent jurisdiction, and/or
 - (ii) disconnect the supply of Service to the relevant Lot.

- (h) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Services due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (i) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the Service as a guarantee against non-payment of accounts for the supply of Services.

11. Costs incurred by Body Corporate

- (a) If the Body Corporate incurs Costs because an Occupier does not pay an amount due to the Body Corporate or breaches these by-laws, the Act or Module, the Occupier must pay the Body Corporate those Costs within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.
- (b) If the Body Corporate takes legal action to recover amounts due to the Body Corporate the Occupier against whom the action is taken must pay the Body Corporate's legal Costs and expenses on a solicitor own client basis.

12. Original Owner's rights

12.1 Construction and marketing rights

Nothing in these by-laws prevents the Original Owner from—

- (a) passing over the Common Property (with other people authorised by it and with vehicles and machinery)
- (b) carrying out construction work on the Scheme Land as necessary to complete the development of the Scheme Land (including digging the Scheme Land and interfering with Service Infrastructure so long as any damage or interruption is made good by the Original Owner as soon reasonably practicable)
- (c) using any Lot for display purposes, and
- (d) placing a reasonable number of signs or advertising or display material on or about the Scheme Land for the sale or letting of Lots in the Scheme.

13. Miscellaneous

All requests, complaints or applications to the Body Corporate or the Committee must be addressed to the Committee secretary or the Body Corporate manager of the Body Corporate.

14. GST

- (a) Unless otherwise expressly stated, the sums payable or considerations to be provided under or in accordance with these by-laws are exclusive of GST.
- (b) If any person—
 - (i) is liable to pay GST on any supply made by it under these by-laws, and
 - (ii) issues a valid tax invoice to the recipient within seven days of the due date for payment for the supply,then the recipient agrees to pay to the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- (c) Despite any other provision in the CMS to the contrary, this by-law 14 will survive termination of the CMS.

15. Exclusive use by-laws**15.1 Identification of exclusive use areas**

The Owner or Occupier of each Lot identified in Column A has an exclusive right to use the areas of Common Property allocated to that Lot in Columns B, C and D (as identified on the plans annexed and marked "Exclusive Use Plans").

15.2 Rules about use of Car Spaces (Column B)

An Owner or Occupier who has the exclusive use of an area or areas identified in Column B (Car Space)—

- (a) may only use the Car Space for parking—
 - (i) a motor vehicle which is in a roadworthy condition
 - (ii) a caravan, campervan, mobile home or trailer (provided however the caravan, campervan, mobile home or trailer must not exceed 6 meters in length), or
 - (iii) a Personal Watercraft
- (b) must not litter or deposit rubbish on the Car Space
- (c) must not store any hazardous substance on the Car Space
- (d) must not use the Car Space in any way that may create a nuisance to any other person on Scheme Land, and
- (e) must not use the Car Space for storage, except for within purpose built storage units affixed to the Car Space (if any). Any items stored must be wholly contained within the interior of the storage unit, be kept in a clean and tidy manner and not diminish the amenity or appearance of the carpark. Refuse or waste must not be contained within a storage unit.

15.3 Maintenance of Car Parking Spaces (Column B)

An Owner or Occupier who has the exclusive use of a Car Space will be responsible (at its cost) for maintaining the Car Space and keeping it in a clean and tidy condition.

15.4 Rules about use of Wine Storage Spaces (Column C)

An Owner or Occupier who has the exclusive use of an area or areas identified in Column C (Wine Storage Space)—

- (a) must not litter or deposit rubbish in the Wine Storage Space
- (b) must only store wine in the Wine Storage Space, and
- (c) must not use the Wine Storage Space in any way that may create a nuisance to any other person on Scheme Land.

15.5 Maintenance of Wine Storage Spaces (Column C)

An Owner or Occupier who has the exclusive use of a Wine Storage Space will be responsible (at its cost) for—

- (a) maintaining the Wine Storage Space and keeping it in a clean and tidy condition
- (b) promptly—
 - (i) carrying out repairs and maintenance to, and
 - (ii) replacing the whole or any part of,

the plant and equipment (including pipes, cables and lines) in the Wine Storage Space which is in disrepair, has reached the end of its effective life or is unable to be used for its intended use.

15.6 Rules about use of Garden Areas (Column D)

An Owner or Occupier who has the exclusive use of an area in Column D (Garden Area)—

- (a) must use the Garden Area only as a recreational courtyard and garden
- (b) must not—
 - (i) remove or plant any lawn, garden, plant or part of a plant in the area that would detract from the appearance of the Garden Area without the written consent of the Committee, or
 - (ii) construct any improvements, make alterations or affix any item to the Garden Area, without the prior written consent of the Committee,
- (c) must not litter or deposit rubbish in the Garden Area
- (d) must not store any item or hazardous substance in the Garden Area, and
- (d) must not use the Garden Area in any way that may create a nuisance to any other person on the Scheme Land.

15.7 Maintenance of Garden Area (Column D)

The Body Corporate is responsible (at its cost) for maintaining the Garden Areas and the Owner or Occupier must allow the Body Corporate and/or the Caretaker reasonable access for that purpose.

15.8 Rules about use of Storage Spaces (Column E)

An Owner or Occupier who has the exclusive use of an area or areas identified in Column E (Storage Space)—

- (a) must not litter or deposit rubbish in the Storage Space
- (b) must not store any hazardous or illegal substance in the Storage Space
- (c) must not use the Storage Space in any way that may create a nuisance to any other person on Scheme Land, and
- (d) must not use the Storage Space (including keeping belongings enclosed in a Storage Space) in any way that may substantially detract from the visual amenity of a Storage Space.

15.9 Maintenance of Storage Spaces (Column E)

An Owner or Occupier who has the exclusive use of a Storage Space will be responsible (at its cost) for maintaining the Storage Space and keeping it in a clean and tidy condition.

16. Keeping of Animals

The following rules apply with respect to the keeping of animals:

- (a) Subject to section 181 of the Act and this by-law, the Occupier of a Lot may not keep or bring any animal onto the Scheme Land.
- (b) An Owner or Occupier may keep up to two animals in their Lot provided they have the written approval of the Body Corporate and comply with the provisions of this by-law.
- (c) The Body Corporate—

- (i) must not unreasonably withhold its written approval to a request by an Owner or Occupier pursuant to by-law 16(b), and
 - (ii) must not withdraw its written approval granted to an Owner or Occupier pursuant to by-law 16(b) so long as—
 - (A) the animal does not disturb others
 - (B) the animal is a domesticated pet
 - (C) the Owner or Occupier provides details of the type and size of the animal to the Body Corporate
 - (D) the animal is clean and properly toilet trained
 - (E) the animal is kept on a leash on all times on Scheme Land, and
 - (F) if the animal is a dog, it is not in excess of 15kg.
- (d) The Owner or Occupier of a Lot is responsible for—
 - (i) tidying up after the animal
 - (ii) making sure the animal does not defecate on the Scheme Land, and
 - (iii) making sure the animal does not disturb others when it is on Scheme Land.
- (e) The onus of proving that the animal complies with this by-law is on the Owner or Occupier.

17. Use of Recreation Areas

- (a) The Recreation Areas may only be used by Occupiers during the hours 6.00am to 10.00pm, subject to the requirements of the Local Government.
- (b) The Recreation Areas may only be used by Occupiers or people accompanied by an Occupier of a Lot.
- (c) Children under the age of 13 must be supervised by an adult at all times while using the Recreation Areas.
- (d) All users of the Recreation Areas must be suitably attired.
- (e) Users of the Recreation Areas must not interfere with and may only use equipment in the Recreation Areas for the purpose for which the equipment was designed.
- (f) The Committee may make rules which are not inconsistent with these by-laws or the Act or Module for the use of the Recreation Areas and may place signs stating the rules around the Recreation Areas. Occupiers and their Invitees must comply with these rules. The rules may be revoked or disallowed by a general meeting of the Body Corporate.
- (g) The Committee may establish a booking system for any of the Recreation Areas. Users must comply with the booking system.
- (h) The following additional rules apply in relation to use of the swimming pool:
 - (i) Alcohol may not be consumed in or around the swimming pool.
 - (ii) Food, glass, breakable items and pets may not be brought into the swimming pool area.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

LOTS ON PLAN OR COMMON PROPERTY	STATUTORY EASEMENTS PURSUANT TO DIVISION 5 OF PART 6A OF THE LAND TITLE ACT 1994	SERVICE LOCATION DIAGRAM
COMMON PROPERTY	The common property, to the extent applicable and necessary having regard to the relative positioning of the lots and the common property in respect of each other has the benefit and burden of the statutory easements for: (a) Support. (b) Shelter. (c) Projections. (d) Maintenance of buildings close to the boundary of a lot. (e) Utility services and infrastructure.	Plan "B" Service Location Diagram
Lots 101, 102, 201 to 203, 301 to 303, 401 to 403, 501 to 503, 601, 602, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302, 1401, 1402, 1501 and 1502 on SP 279951	Each Lot, to the extent applicable and necessary having regard to the relative positioning of the lots in respect of each other has the benefit and burden of the statutory easements for: (a) Support. (b) Shelter. (c) Projections. (d) Maintenance of buildings close to the boundary of a lot. (e) Utility services and infrastructure.	Plan "B" Service Location Diagram

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

COLUMN A—LOT NO.	COLUMN B—CAR SPACE EXCLUSIVE USE AREA	COLUMN C—WINE STORAGE SPACE EXCLUSIVE USE AREA	COLUMN D—GARDEN AREA EXCLUSIVE USE AREA	COLUMN E—STORAGE SPACE EXCLUSIVE USE AREA
101	C10, C11	S34	101A	ST16
102	C12, C13, C84	S1	102A	ST15
201	C19, C25	S2	NIL	NIL
202	TC81	S3	NIL	NIL
203	C45, C46	S4	NIL	NIL
301	C73, C74	S5	NIL	NIL
302	TC80	S6	NIL	ST18
303	C52, C53	S7	NIL	NIL
401	C54, C55	S8	NIL	NIL
402	C49, C79	S9	NIL	NIL
403	C77, C78	S10	NIL	ST17
501	C56, C57	S11	NIL	NIL
502	C75, C76	S12	NIL	ST11
503	C43, C44	S13	NIL	NIL
601	C41, C42	S14	NIL	NIL
602	C50, C51	S15	NIL	ST13
701	C26, C27	S16	NIL	NIL
702	C20, C21	S17	NIL	ST10
801	C71, C72	S18	NIL	ST3
802	C69, C70	S19	NIL	ST12
901	C67, C68	S20	NIL	ST2
902	C47, C48	S21	NIL	ST9
1001	C17, C18	S22	NIL	NIL
1002	C58, C59, C60	S23	NIL	ST20

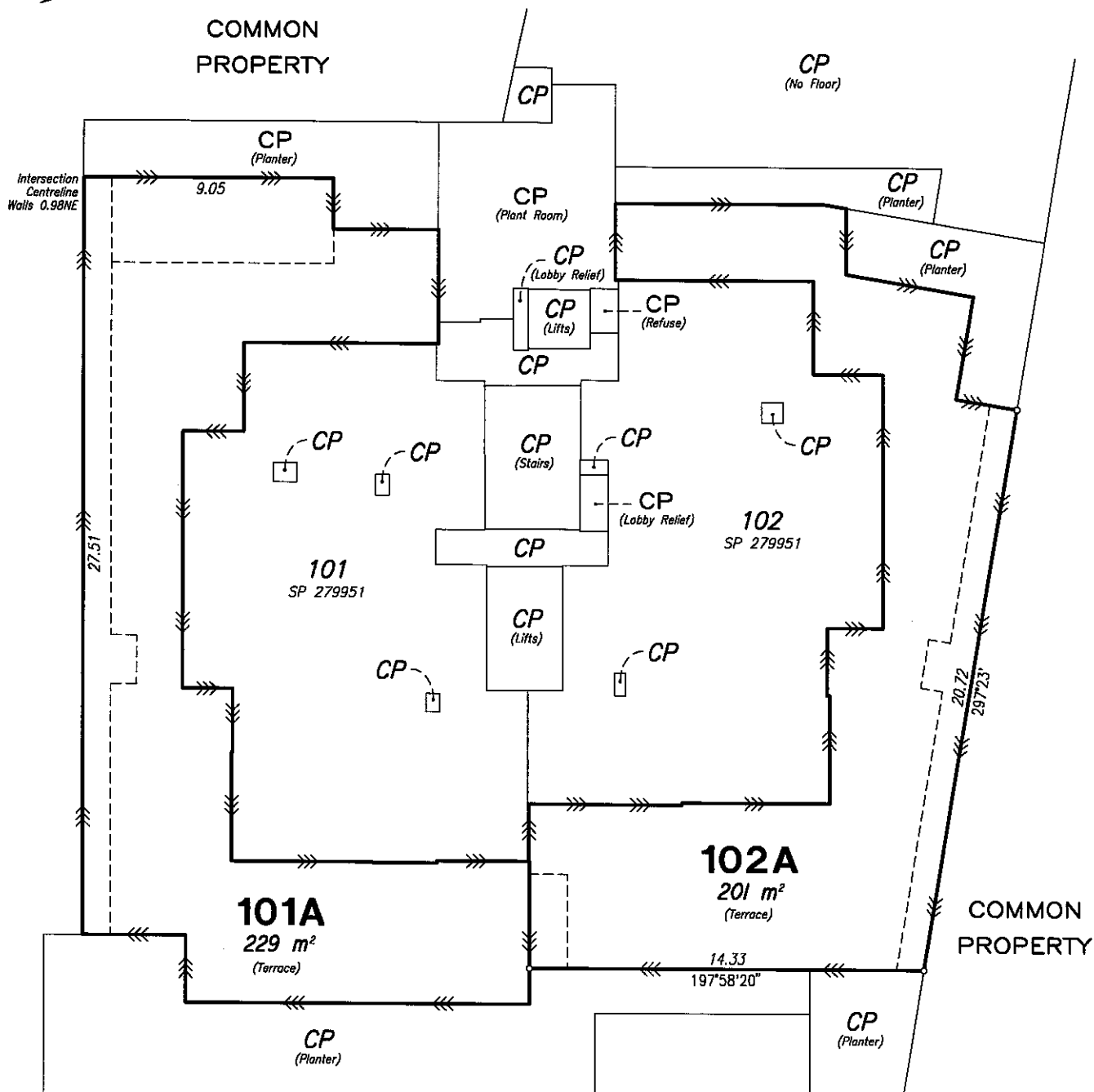
1101	C39, C40	S24	NIL	ST7
1102	C37, C38	S25	NIL	NIL
1201	C64, C65, C66	S29	NIL	ST6
1202	C61, C62, C63	S28	NIL	ST14
1301	C28, C29, C30	S27	NIL	ST8
1302	C34, C35, C36	S26	NIL	ST4
1401	C7, C8, C9	S33	NIL	ST5
1402	C31, C32, C33	S32	NIL	ST21
1501	C22, C23, C24	S31	NIL	ST1 & ST19
1502	C14, C15, C16	S30	NIL	NIL

Exclusive Use Plans

Sheet	of
21	31



COMMON
PROPERTY



CP denotes Common Property on SP 279951



 Authorised

Authorized Delegate

19/02/19 Date

*Over Part of the Common Property
on Level D of "BANC" CTS 52139*

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **TOOWONG**

MERIDIAN. SP 279951	DATE. 19/02/19	DRAWN. TJE	SURVEYED. NWM
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RPS Australia East Pty Ltd
ACN 140 292 762
ABN 44 140 292 762
Level 4 HQ South
520 Wickham Street
PO Box 1559
Fortitude Valley QLD 4006
T+61 7 3539 9500
F+61 7 3539 9501
W rpsaustralia.com

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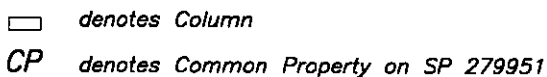
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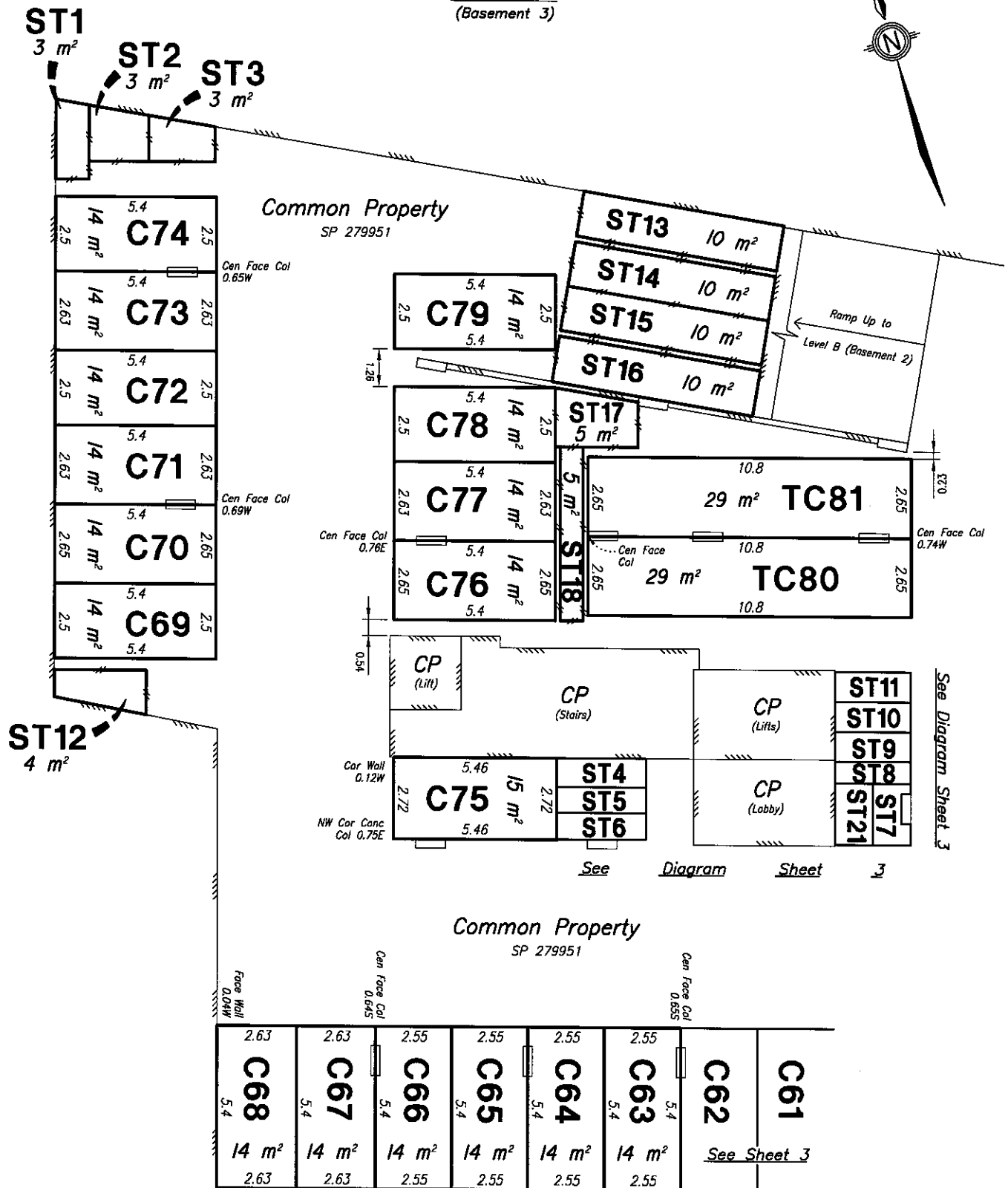


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"BANC" COMMUNITY TITLES SCHEME 52139

Sheet of
23 31

LEVEL A (Basement 3)



- denotes Column
- CP** denotes Common Property on SP 279951
- denotes Face of Wall
- denotes Centreline of Fence

PLAN No.
123306-14
SHEET 2 OF 3

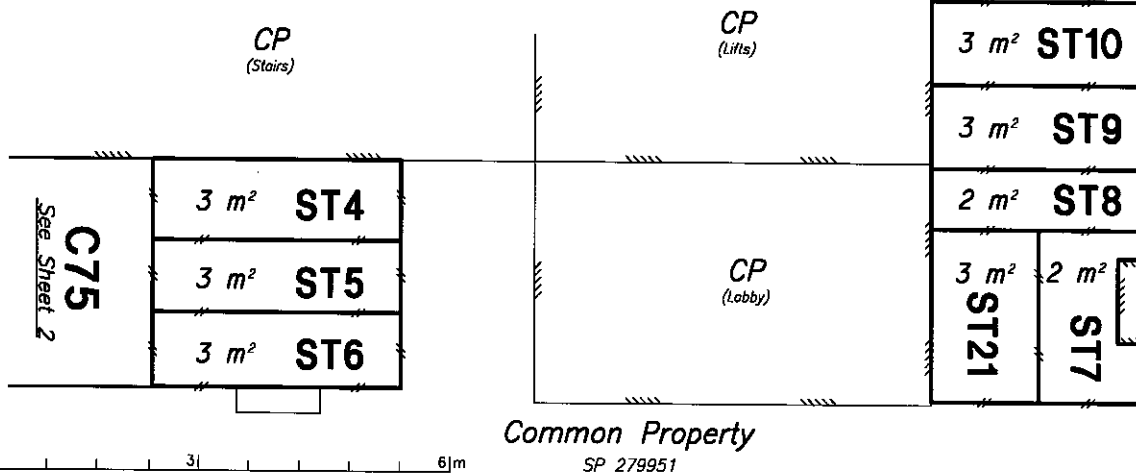
"BANC" COMMUNITY TITLES SCHEME 52139

Sheet of
24 31

DIAGRAM

1 : 60

LEVEL A (Basement 3)



denotes Column

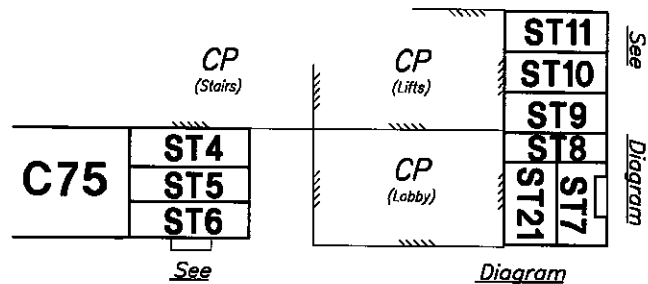
CP denotes Common Property on SP 279951

denotes Face of Wall

denotes Centreline of Fence

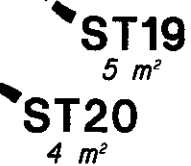
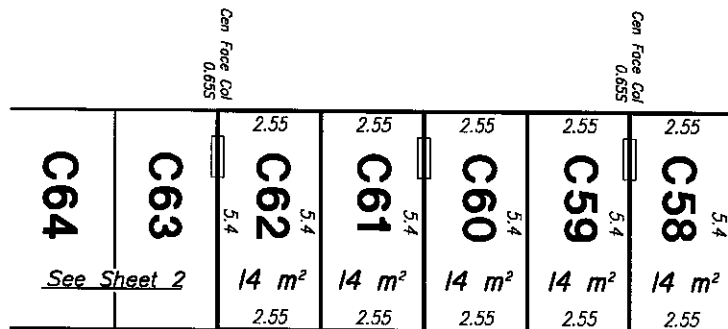
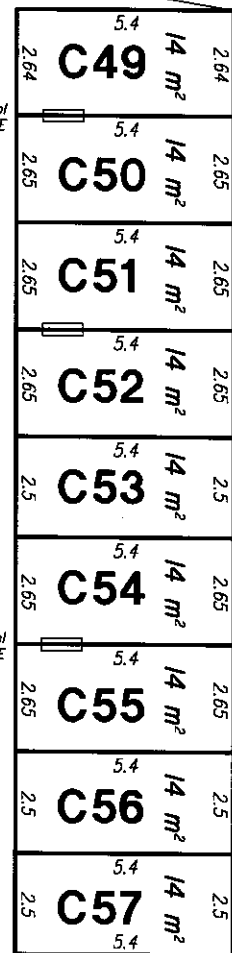


See Sheet 2



Cen Face Col 0.66E

Cen Face Col 0.65E



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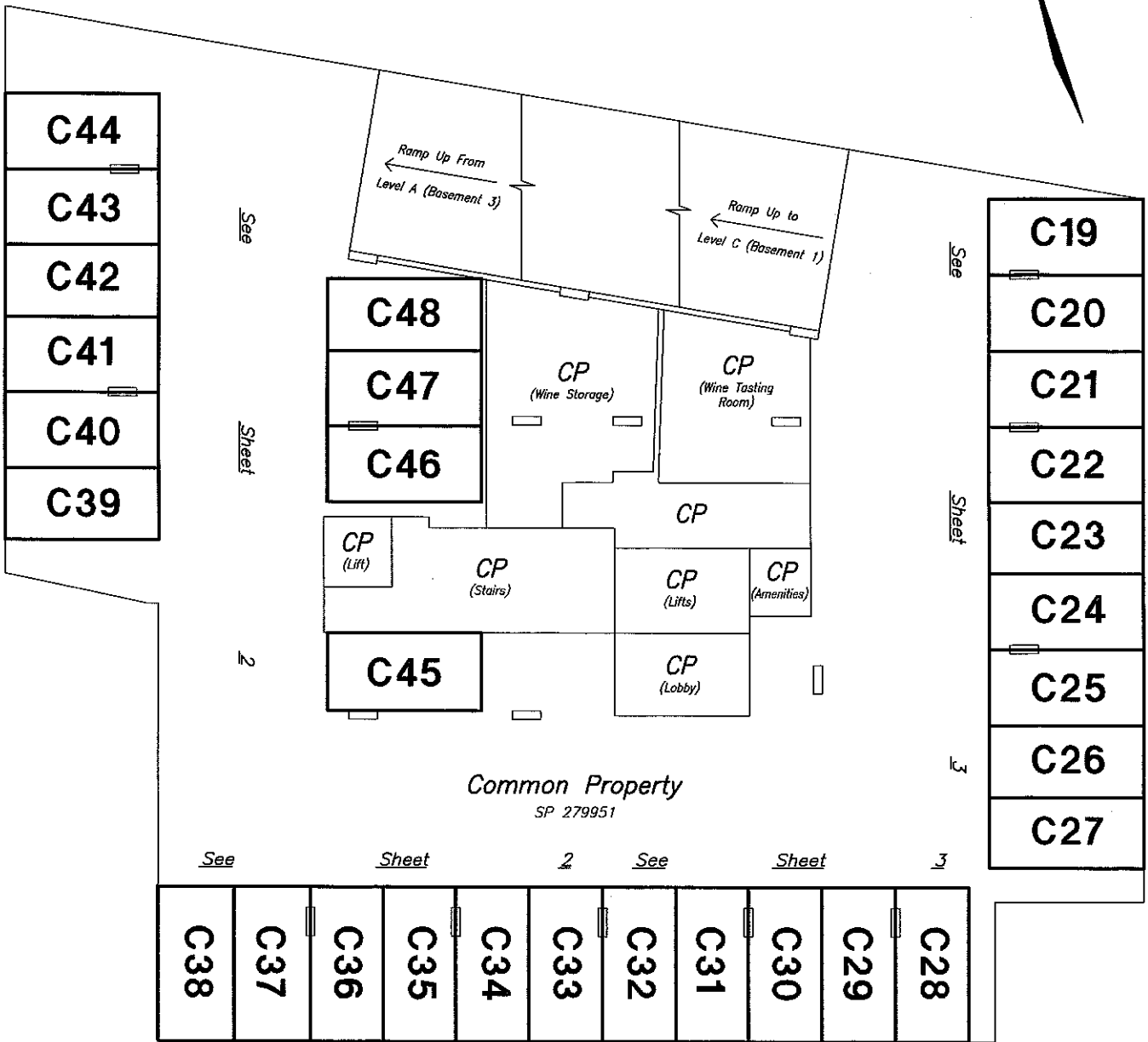
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SHEET 3 OF 3

"BANC" COMMUNITY TITLES SCHEME 52139

Sheet 25 of 31

LEVEL B (Basement 2)



□ denotes Column

CP denotes Common Property on SP 279951

We RPS Australia East Pty Ltd (ACN 140292762)
Cadastral Surveyor, certify that the details shown
on this sketch plan are correct.

[Signature]
Authorised Delegate

14/9/18 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over Part of the Common Property
on Level B of "BANC" CTS

LOCAL
GOVERNMENT: **BRISBANE CITY** LOCALITY: **TOOWONG**

MERIDIAN. SP 279951 DATE. 24/8/18 DRAWN. GC SURVEYED. NM



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RPS Australia East Pty Ltd
ACN 140 292 762
ABN 44 140 292 762
Level 4 HQ South
550 Wickham Street
PO Box 1559
Fortitude Valley QLD 4006
T +61 7 3536 9200
F +61 7 3536 9501
W rpsgroup.com.au

PLAN No.

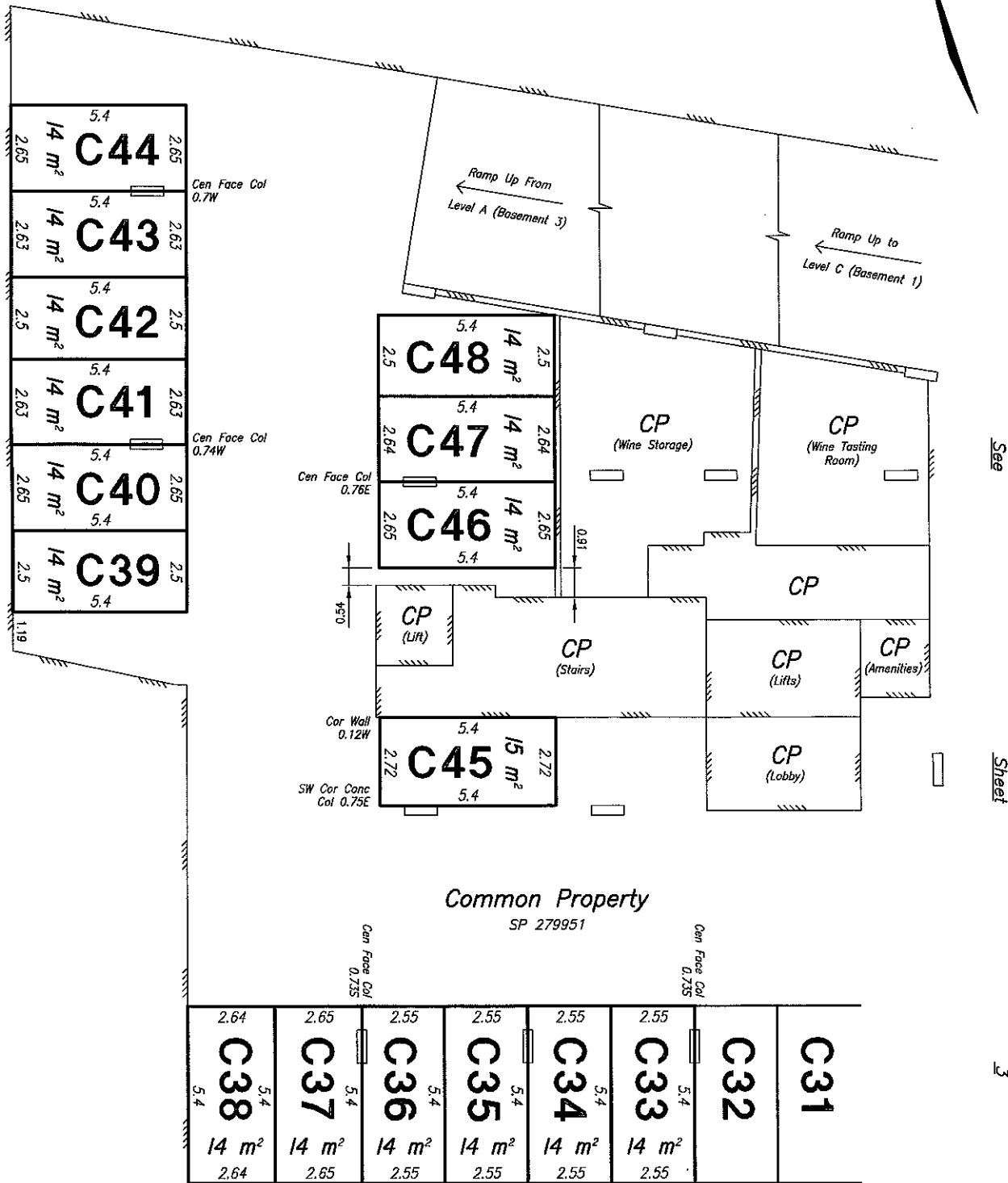
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SHEET 1 OF 3

"BANC" COMMUNITY TITLES SCHEME 52139

Sheet 26 of 31

LEVEL B (Basement 2)



Common Property
SP 279951

- denotes Column
- CP** denotes Common Property on SP 279951
- denotes Internal Face of Wall

PLAN No.
123306-15
SHEET 2 OF 3

"BANC" COMMUNITY TITLES SCHEME 52139

Sheet 27 of 31

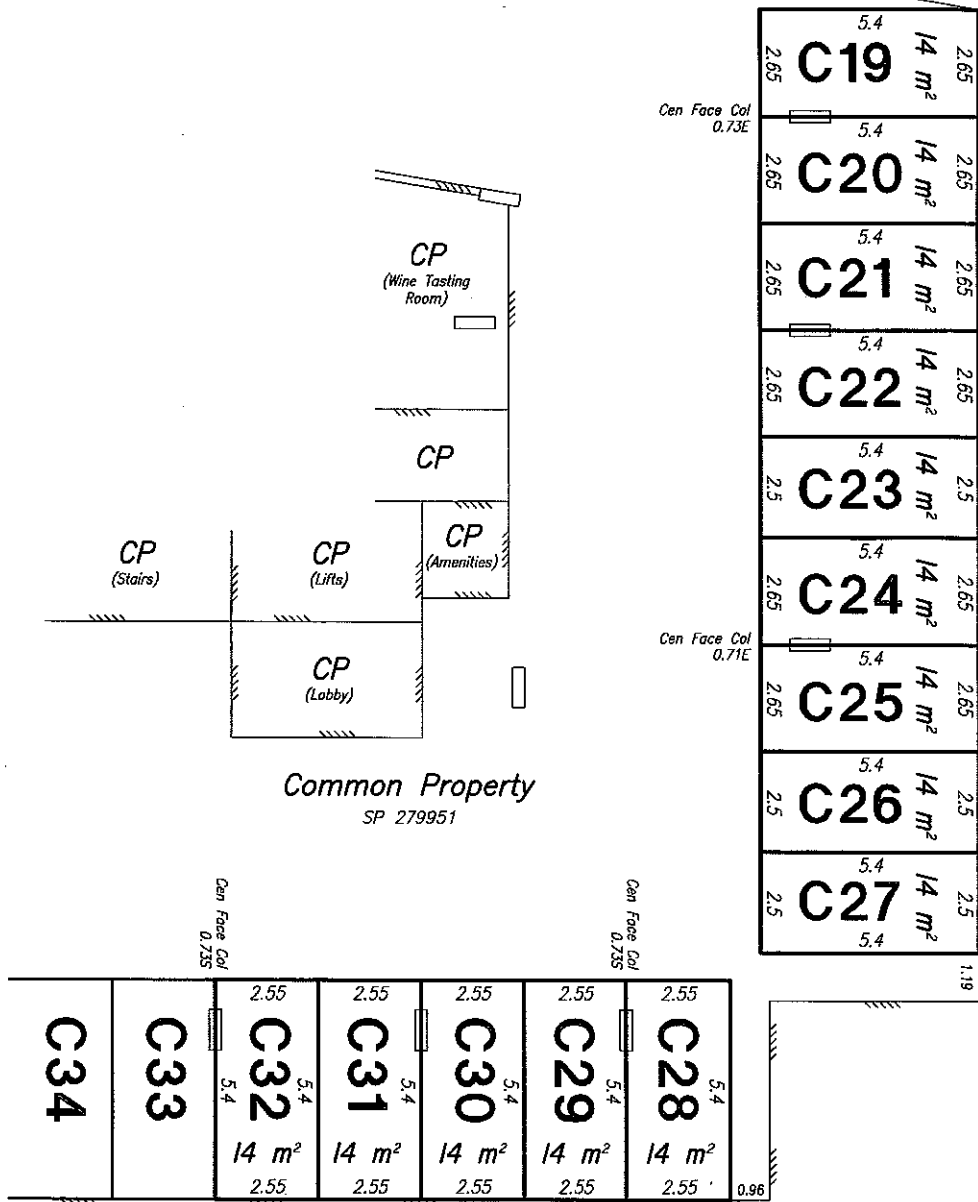
LEVEL B (Basement 2)



See

Sheet

2



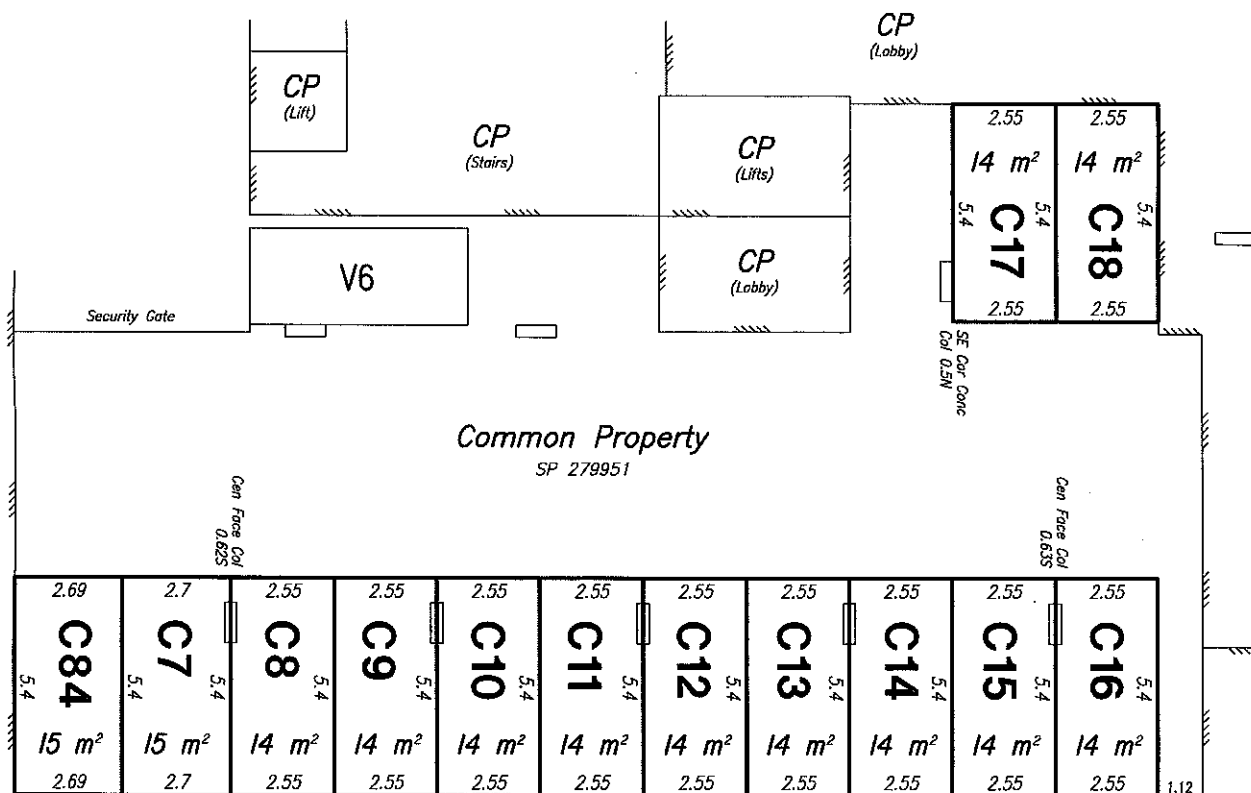
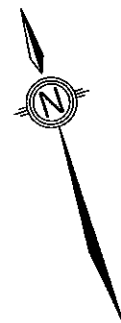
- denotes Column
- CP** denotes Common Property on SP 279951
- denotes Internal Face of Wall

PLAN No.
123306-15
SHEET 3 OF 3

"BANC" COMMUNITY TITLES SCHEME 52139

Sheet 28 of 31

LEVEL C (Basement 1)



□ denotes Column

CP denotes Common Property on SP 279951

— denotes Internal Face of Wall

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[Signature]

Authorised Delegate

14/9/18

Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over Part of the Common Property
on Level C of "BANC" CTS

LOCAL
GOVERNMENT: **BRISBANE CITY** LOCALITY: **TOOWONG**

MERIDIAN. SP 279951 DATE. 10/9/18 DRAWN. GC SURVEYED. NM



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RPS Australia East Pty Ltd
ACN 140 292 762
ABN 44 140 292 762
Level 4 HQ South
520 Wickham Street
PO Box 1659
Fortitude Valley QLD 4000
T +61 7 3539 9500
F +61 7 3539 9501
W rpsgroup.com.au

PLAN No.

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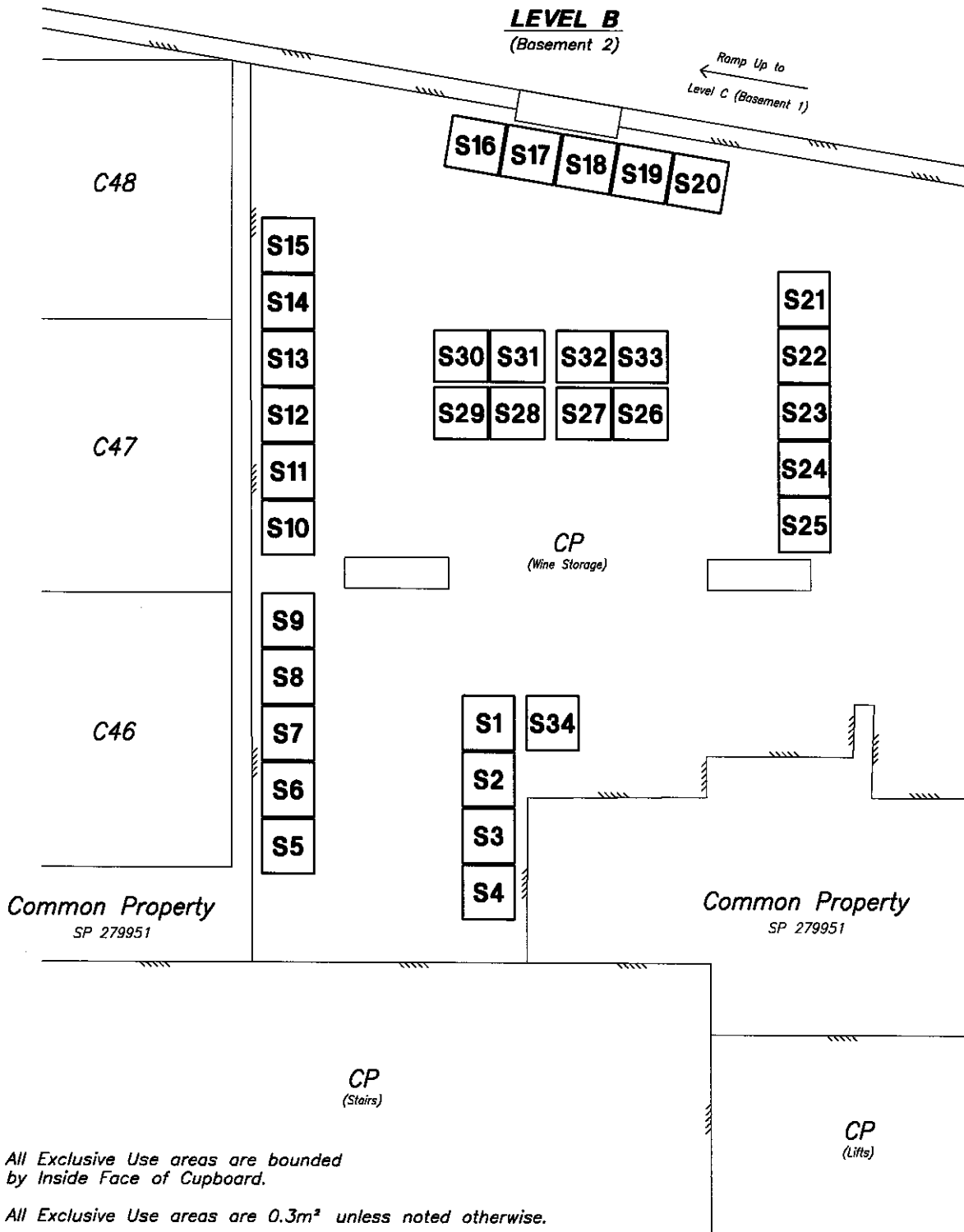
SHEET 1 OF 1

"BANC" COMMUNITY TITLES SCHEME 52139

Sheet of
29 31

LEVEL B
(Basement 2)

Ramp Up to
Level C (Basement 1)



All Exclusive Use areas are bounded
by Inside Face of Cupboard.

All Exclusive Use areas are 0.3m² unless noted otherwise.

— denotes Internal Face of Wall

CP denotes Common Property on SP 279951

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Cadastral Surveyor, certify that the details shown
on this sketch plan are correct.

[Signature]

..... Authorised Delegate

02/11/18

..... Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over Part of the Common Property
on Level B of "BANC" CTS

LOCAL
GOVERNMENT: **BRISBANE CITY** LOCALITY: **TOOWONG**

MERIDIAN. SP 279951 DATE. 2/11/18 DRAWN. TJE SURVEYED. NWM



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RPS Australia East Pty Ltd
ACN 140 292 762
ABN 44 140 292 762
Level 4 HQ South
520 Wickham Street
PO Box 1559
Ferntree Valley QLD 4008
T +61 7 5539 9500
F +61 7 5539 9501
W rpsgroup.com.au

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PLAN No.

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SHEET 1 OF 1

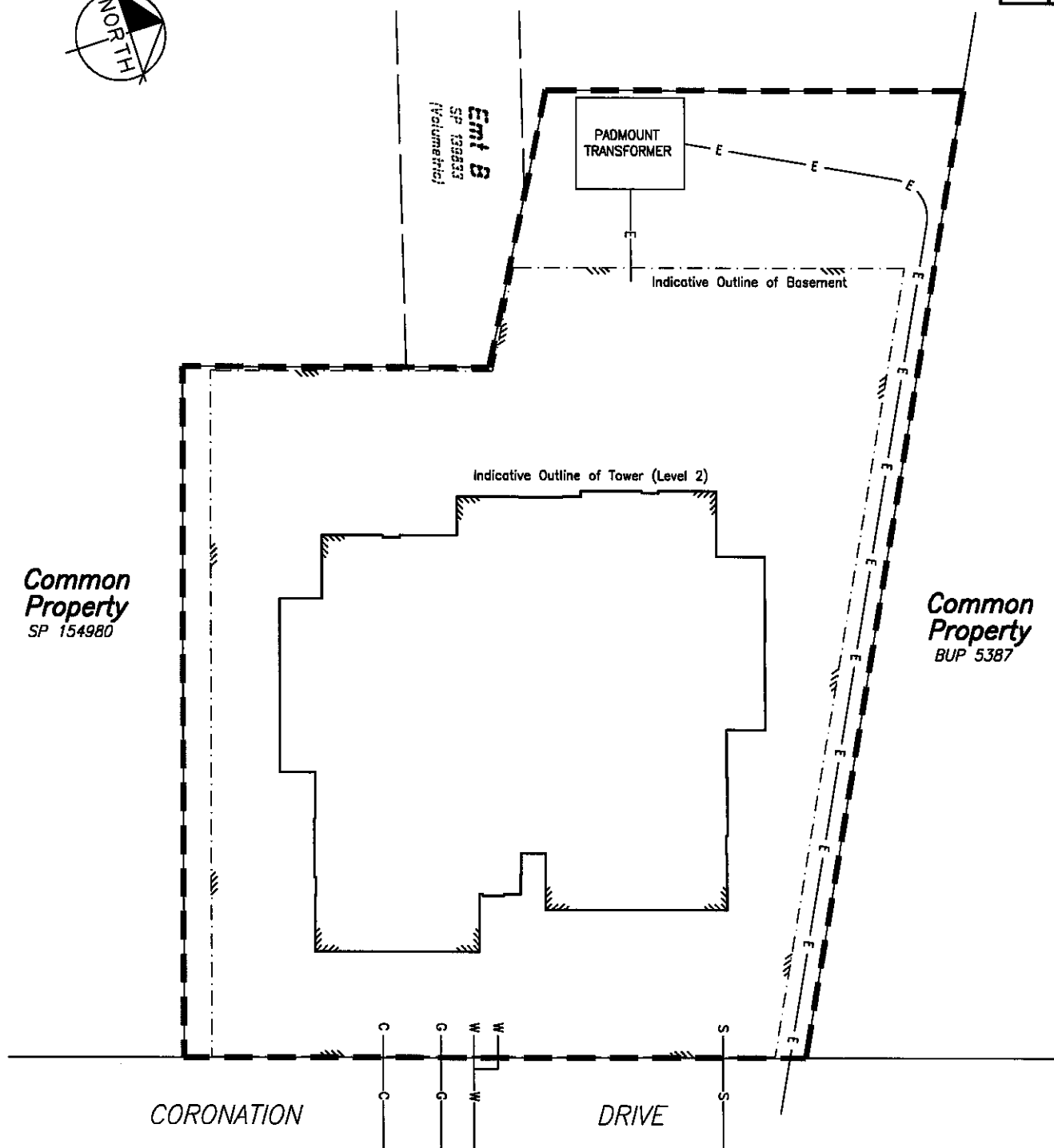
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Service location diagram

BANC C.T.S.

Page 31 of 31



- — — — — EXTENT OF SCHEME LAND
- C — — — COMMUNICATIONS
- E — — — ELECTRICITY
- G — — — GAS
- S — — — SEWERAGE
- W — — — WATER

0 3 6 9 12 15
SCALE 1 : 300 @ A4

Important Note

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose.

Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.

SERVICES LOCATION DIAGRAM

BANC CTS