36

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

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$95.00
28/05/2021 12:35

GC 470

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352

Lodger (Name, address, E-mail & phone number)
Hickey Lawyers
PO Box 5559
GCMC 9726
Tel: (07) 5556 7400
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Lodger Code
GC49

2. Lot on Plan Description

COMMON PROPERTY OF ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352

Title Reference
51209392

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352

6. Request

I hereby request that: That the new CMS deposited herewith which amends Schedule C (By-Laws) of the existing CMS be recorded as the Community Management Statement for the Acqua Palm Beach Community Titles Scheme 53352

7. Execution by applicant

Julia Jayne Simpson
Solicitor

28/05/2021 .....

Execution Date **Applicant's or Solicitor's Signature**

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

6321034_2

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53352

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352

2. Regulation module

ACCOMMODATION MODULE

3. Name of body corporate

BODY CORPORATE FOR ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352

4. Scheme land

Lot on Plan Description	Title Reference
See Enlarged Panel	See Enlarged Panel

5. #Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (If no exemption – insert 'N/A' or 'not applicable')

N/A

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

THE BODY CORPORATE FOR ACQUA PALM BEACH CTS 53352 COMMON SEAL

26/05/2021
Execution Date

Secretary Brenley Milson
Chair person Daniel Brierley
***Execution**
*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement
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Title Reference [Acqua Palm Beach Community Titles Scheme 53352]

4. Scheme land

Lot on Plan Description	Title Reference
COMMON PROPERTY OF ACQUA PALM BEACH COMMUNITY TITLES SCHEME 53352	51209392
LOT 1 ON SP 288093	51209393
LOT 2 ON SP 288093	51209394
LOT 3 ON SP 288093	51209395
LOT 4 ON SP 288093	51209396
LOT 5 ON SP 288093	51209397
LOT 6 ON SP 288093	51209398
LOT 101 ON SP 288093	51209399
LOT 102 ON SP 288093	51209400
LOT 103 ON SP 288093	51209401
LOT 104 ON SP 288093	51209402
LOT 105 ON SP 288093	51209403
LOT 106 ON SP 288093	51209404
LOT 107 ON SP 288093	51209405
LOT 108 ON SP 288093	51209406
LOT 109 ON SP 288093	51209407
LOT 110 ON SP 288093	51209408
LOT 201 ON SP 288093	51209409
LOT 202 ON SP 288093	51209410
LOT 203 ON SP 288093	51209411
LOT 204 ON SP 288093	51209412
LOT 205 ON SP 288093	51209413
LOT 206 ON SP 288093	51209414
LOT 207 ON SP 288093	51209415
LOT 208 ON SP 288093	51209416
LOT 209 ON SP 288093	51209417
LOT 210 ON SP 288093	51209418
LOT 301 ON SP 288093	51209419
LOT 302 ON SP 288093	51209420
LOT 303 ON SP 288093	51209421
LOT 304 ON SP 288093	51209422
LOT 305 ON SP 288093	51209423
LOT 306 ON SP 288093	51209424
LOT 307 ON SP 288093	51209425
LOT 308 ON SP 288093	51209426
LOT 309 ON SP 288093	51209427
LOT 310 ON SP 288093	51209428
LOT 401 ON SP 288093	51209429
LOT 402 ON SP 288093	51209430
LOT 403 ON SP 288093	51209431
LOT 404 ON SP 288093	51209432
LOT 405 ON SP 288093	51209433
LOT 406 ON SP 288093	51209434
LOT 407 ON SP 288093	51209435
LOT 408 ON SP 288093	51209436

Title Reference [Acqua Palm Beach Community Titles Scheme 53352]

LOT 409 ON SP 288093	51209437
LOT 410 ON SP 288093	51209438
LOT 501 ON SP 288093	51209439
LOT 502 ON SP 288093	51209440
LOT 503 ON SP 288093	51209441
LOT 504 ON SP 288093	51209442
LOT 505 ON SP 288093	51209443
LOT 506 ON SP 288093	51209444
LOT 507 ON SP 288093	51209445
LOT 508 ON SP 288093	51209446
LOT 509 ON SP 288093	51209447
LOT 510 ON SP 288093	51209448
LOT 601 ON SP 288093	51209449
LOT 602 ON SP 288093	51209450
LOT 603 ON SP 288093	51209451
LOT 604 ON SP 288093	51209452
LOT 605 ON SP 288093	51209453
LOT 606 ON SP 288093	51209454

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP288093	158	146
Lot 2 on SP288093	169	223
Lot 3 on SP288093	166	202
Lot 4 on SP288093	166	202
Lot 5 on SP288093	153	115
Lot 6 on SP288093	156	137
Lot 101 on SP288093	152	97
Lot 102 on SP288093	168	165
Lot 103 on SP288093	158	140
Lot 104 on SP288093	169	219
Lot 105 on SP288093	166	197
Lot 106 on SP288093	166	197
Lot 107 on SP288093	153	109
Lot 108 on SP288093	158	132
Lot 109 on SP288093	167	146
Lot 110 on SP288093	152	98
Lot 201 on SP288093	152	98
Lot 202 on SP288093	168	169
Lot 203 on SP288093	158	145
Lot 204 on SP288093	169	220
Lot 205 on SP288093	166	202
Lot 206 on SP288093	166	202
Lot 207 on SP288093	153	113
Lot 208 on SP288093	158	136
Lot 209 on SP288093	167	151
Lot 210 on SP288093	152	99

Lot on Plan	Contribution	Interest
Lot 301 on SP288093	152	99
Lot 302 on SP288093	168	172
Lot 303 on SP288093	158	147
Lot 304 on SP288093	169	231
Lot 305 on SP288093	166	205
Lot 306 on SP288093	166	205
Lot 307 on SP288093	153	115
Lot 308 on SP288093	158	138
Lot 309 on SP288093	167	153
Lot 310 on SP288093	152	100
Lot 401 on SP288093	152	100
Lot 402 on SP288093	168	174
Lot 403 on SP288093	158	151
Lot 404 on SP288093	169	235
Lot 405 on SP288093	166	209
Lot 406 on SP288093	166	209
Lot 407 on SP288093	153	117
Lot 408 on SP288093	158	140
Lot 409 on SP288093	167	155
Lot 410 on SP288093	152	101
Lot 501 on SP288093	152	101
Lot 502 on SP288093	168	176
Lot 503 on SP288093	158	154
Lot 504 on SP288093	169	240
Lot 505 on SP288093	166	212
Lot 506 on SP288093	166	212
Lot 507 on SP288093	153	119
Lot 508 on SP288093	158	143

Lot on Plan	Contribution	Interest
Lot 509 on SP288093	167	157
Lot 510 on SP288093	152	103
Lot 601 on SP288093	152	104
Lot 602 on SP288093	160	171
Lot 603 on SP288093	178	323
Lot 604 on SP288093	178	301
Lot 605 on SP288093	167	159
Lot 606 on SP288093	152	105
TOTALS	**10000**	**9996**

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

Calculation of contributions schedule lot entitlements

1.1 The contribution schedule lot entitlement (**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 for the scheme have been allocated having regard to:-

(a) the structure of the scheme;

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

(c) the purpose for which the lots are used; and

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

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 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, repairs and maintenance of some areas 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 affect the 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, utility infrastructure and utility services, grounds, gardens,

Recreation Facilities, 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

All of the Lots are used for residential purposes, so this factor does not impact the allocation of CSLE.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

Calculation of the interest schedule lot entitlements

The Interest Schedule Lot Entitlements (ISLE) for the scheme have been determined using the Market Value Principle, as required by Section 46 of the Body Corporate and Community Management Act 1997.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The Scheme Land is not intended to be further developed.

SCHEDULE C BY-LAWS

1. **Noise**

The 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. An Owner or Occupier of a Lot shall not create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using common property.

2. **Vehicles**

2.1 The occupier of a lot must not:-

(a) park a vehicle, or allow a vehicle to stand, in a regulated Visitor's Car Park; or

(b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or

(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated Visitor's parking area.

2.2 An approval under clause 2.1(b) must state the period for which it is given.

2.3 The body corporate may cancel the approval by giving 7 days written notice to the occupier.

2.4 An Owner or Occupier of a Lot shall ensure that their invitees use a Visitors' Car Park only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate and in accordance with any sign displayed in the car park.

2.5 No Motor Vehicle which exceeds the dimensions for a space in the Visitors' Car Park may be parked in a Visitor Car Park without the prior consent of the Caretaker or Committee.

2.6 If a Vehicle owned or under the control of an Owner or Occupier is parked in the Visitors' Car Park in breach of this By-Law, the person who controls or owns that Vehicle indemnifies the Caretaker and the Body Corporate from any cost, loss or damage suffered by the Caretaker or the Body Corporate if the Body Corporate takes steps to remove the Vehicle from the Visitors' Car Park.

2.7 Owners and Occupiers consent to the Caretaker and the Body Corporate towing away or immobilising a Vehicle that has been parked in a Visitor Car Park in breach of this By-Law 2.

2.8 In this by-law:-

(a) "**Visitor's parking area**" means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

3. **Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. **Damage to lawns etc.**

4.1 The occupier of a lot must not, without the body corporate's written approval:-

(a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use a part of the common property as a garden.

4.2 An approval under clause 4.1 must state the period for which it is given.

4.3 However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5. **Damage to common property**

5.1 An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

5.2 The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6. **Behaviour of invitees**

6.1 An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

6.2 An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other Occupier of the Lot or their invitees comply with the provisions of the By-Laws.

6.3 The duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.

7. **Leaving of rubbish etc. on the common property**

The occupier of a lot must not leave rubbish, dirt, dust, 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.

8. **Appearance of lot**

8.1 The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

8.2 The occupier of a lot must not, without the body corporate's written approval:-

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

9. **Storage of flammable materials**

9.1 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

9.2 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

9.3 However, this section does not apply to the storage of fuel in:-

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. **Garbage disposal**

10.1 Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

10.2 The occupier of a lot must:-

(a) comply with all local government local laws about disposal of garbage;

(b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots;

(c) use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and

(d) comply with any reasonable directions issued by the Body Corporate in relation to the proper and efficient use of any garbage chute.

10.3 The Committee is empowered to make rules for the use of any garbage chute. These rules may be revoked by a resolution of the Body Corporate in general meeting. If the rules are inconsistent with the by-laws then the by-laws shall prevail.

11. **Keeping of animals**

11.1 The occupier of a lot must not, without the body corporate's written approval:-

(a) bring or keep an animal on the lot or the common property; or

(b) permit an invitee to bring or keep an animal on the lot or the common property.

11.2 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. However, section 181 of the Act provides as follows:-

(a) 181 Guide, hearing and assistance dogs

(1) A person with a disability under the *Guide, Hearing and Assistance Dogs Act 2009* who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide, hearing or assistance dog while on the lot or common property.

(2) A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the lot.

(3) A by-law cannot exclude or restrict a right given by this section.

11.3 This by-law does not apply to pet fish.

11.4 Whilst the Original Owner owns a lot in the Scheme, the Original Owner may give approval under by-laws 11.1 and 11.2 in relation to any buyer of a lot in the Scheme from the Original Owner. Such approval is deemed approval of the Body Corporate.

11.5 In considering any application for consent to keep an animal on a lot or common property, the Committee must take into account Council Regulations that may limit the number or size or type of animal.

12. **Exceptions for Original Owners**

Despite the terms of by-laws 1 to 9, 13, 14 and 15 (inclusive) those by-laws shall not apply to the Original Owner to the extent the Original Owner is carrying out works to Scheme Land or carrying out sales or marketing activities.

13. **Use of Lots**

Except for the Manager's Unit, a lot shall only be used as a residence. No lot is to be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

14. **Structural Alterations to the Interior of Lots**

14.1 The manner and style of any:

(a) structural fit out or structural alteration to the interior of any Lot; or

(b) installation of hard flooring (including timber, tiles or marble),

must have the prior written approval of the Committee.

14.2 The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. The Committee may engage an architect, acoustic specialist or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The Owner of the Lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect, acoustic specialist or other consultant.

14.3 Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed.

14.4 Any approval for hard flooring is conditional upon the Owner or Occupier demonstrating to the satisfaction of the Committee that the installed flooring will achieve the acoustic outcomes published by the Association of Australian Acoustical Consultants for the 6 Star Rating in an apartment building.

15. **Curtains, Venetian Blinds and Window Tinting**

15.1 No curtains, venetian blinds, vertical blinds, shutters or window tinting visible from outside the lot is permitted within a lot unless:-

(a) if they are curtains, the curtains have a white backing; or

(b) if they are not curtains then the installation must be of such colour and design that has been approved by the Committee of the Body Corporate; or

(c) they are the same colour and design as was originally installed.

15.2 An occupier shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all dwellings presents a uniform appearance when viewed from Common Property or any other lot.

16. **Maintenance of Lots**

16.1 Each occupier shall ensure that his lot is kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

16.2 Where an owner or occupier of a lot has not maintained the lot in accordance with these by-laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these by-laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

16.3 The occupier of a lot with a planter box on the balcony or in a courtyard must ensure that the plants in the planter box are maintained in a healthy state. Such occupiers must water and fertilise plants regularly to keep the plants in the planter box in a health state, subject to any applicable lawful restrictions. Plants must be pruned in a way recommended by the Body Corporate Committee from time to time to keep a consistent appearance for the exterior of the building. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time. The Body Corporate Committee and the Caretaker are authorised to inspect the balcony and planter boxes from time to time upon giving reasonable notice to the occupier. The occupier shall make arrangements to allow access to the Caretaker and/or the Body Corporate Committee for inspection of the planter boxes. If an occupier fails to comply with this by-law and the Body Corporate must take remedial action, the costs of the remedial action must be by the relevant owner and occupier.

17. **Taps**

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. An occupier using facilities or taps on Common Property shall ensure that taps are promptly turned off after use. Should the lot be unoccupied for a period of more than a month then the stopcock or such other similar device on the hot water system will be turned off.

18. **Water Closets**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

19. **Display Unit**

While the Original Owner or any marketing agent or nominee of the Original Owner remains an owner of any lot, it and

its officers, servants, agents and/or nominee shall be entitled to use any lot or lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the lot and Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme Land and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

20. **Flow Meters and Equipment**

20.1 Occupiers shall not interfere with any flow meter or other device used to measure hot water consumed in their lot or on Common Property.

20.2 Any faults in flow meters or other devices should be reported by occupiers to the Body Corporate through the Manager or if there is no Manager then to the Secretary of the Body Corporate.

21. **Power to Enter into Agreements**

21.1 It is a function of the Body Corporate to enter into an agreement with an energy provider to provide equipment for a central reticulated hot water supply.

21.2 The Body Corporate has the power to enter into agreements such as those referred to in by-law 21.1.

22. **Correspondence**

22.1 All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

22.2 An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman or any member of the Committee.

23. **Power of Committee**

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Scheme Land, not inconsistent with these by-laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

24. **Use of Recreation Facilities**

24.1 Only occupiers and their bona fide invitees and guests may use the Recreation Facilities.

24.2 Children below the age of 13 years must not be in or around the Recreation Facilities unless accompanied by an adult owner or occupier exercising effective control over them.

24.3 Occupiers and their guests and invitees shall exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons.

24.4 The following restrictions apply to the Recreation Facilities:

(a) the gymnasium may only be used between the hours of 5.00am and 9.00pm;

(b) the pool, the barbeque areas and the communal open space areas on ground level may only be used for social purposes between 6.00am and 9.00pm Monday to Sunday.

(c) the communal open space areas on upper level/s of the Development may only be used for social purposes between 7am to 8.30pm Sunday to Thursday and 7am to 9pm on Friday to Saturday.

(d) No part of the Recreation Facilities (including but not limited to the gymnasium) may be used for a commercial purpose or by organised groups.

24.5 Subject to by-law 24.6, the Committee has the authority to vary these time limits, however, a decision by the Committee to vary the time limits may be revoked or changed by ordinary resolution of the Body Corporate at a general meeting.

24.6 The development approval for the Scheme sets out operating hours for the communal open space areas, the lot owners must comply with any requirements of the development approval that apply to the Scheme from time to time.

24.7 Owners and occupiers and their invitees and guests must be suitably attired at all times when using Recreation Facilities.

24.8 Occupiers, their invitees and guests must obey any lawful direction given to them by the Body Corporate or the Manager in relation to using the Recreation Facilities.

24.9 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 Common Property.

25. Rules of Recreational Facilities

25.1 An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the same.

25.2 The Committee may make rules relating to the use of the Recreation Facilities that are not inconsistent with these by-laws or the Act and the rules shall be observed by owners, occupiers and their guests, invitees, licensees and customers until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

25.3 Occupiers shall use gym equipment and toilets only according to manufacturer's specifications and recommendations and shall not interfere with or remove equipment from where it is located without the consent of the Committee.

25.4 Alcoholic beverages must not be consumed in or around the lobby, lifts, driveway entrance area, swimming pool and/or gymnasium.

25.5 Food, glass, breakable items and pets must not be brought into the pool area or gymnasium.

25.6 An Owner or Occupier shall not exit the pool area or enter the lobby area, or lift unless that person has taken reasonable steps to dry themselves so that water is not transferred from the pool area or brought into the lobby.

26. Supply of Utilities

26.1 If water (hot or cold), electricity is supplied through a central system to lots and Common Property ("the Utility Service"), the Body Corporate may include in its levy notices an amount for energy costs for the Utility Service based on usage. The Body Corporate may discontinue the supply of a Utility Service to a lot where payment for the Utility Service is not received by the due date and the Body Corporate has allowed a reasonable amount of time for notice to the occupier of the lot that the Utility Service will be discontinued.

26.2 All enquiries regarding connection, disconnection and charges shall be directed to the Body Corporate Manager (or other person nominated by the Committee). Occupiers shall follow the directions of the Body Corporate Manager (or other person nominated by the Committee) with respect to the supply and use of the Utility Service provided that the directions must be consistent with this by-law and the Terms of Supply.

26.3 The Committee may make rules with respect to the supply of the Utility Service provided they are consistent with this by-law and the Act.

26.4 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Occupier or anyone who relies upon the supply of the Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

26.5 All occupiers shall ensure that any Utility Service installation in their lot is maintained free of any defect which is likely to cause damage. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any Utility Service installations.

26.6 For the purposes of ensuring the efficient and constant supply of the Utility Service to the lots during any limitation in the supply of the Utility Service, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary.

26.7 The Body Corporate is not responsible for the accuracy or correct operation of any meter for the Utility Service for a lot, other than its obligations under the Act. Owners shall ensure that no person associated with the occupation of their lot interferes with any meter or equipment used for the supply or measure of supply of the Utility Service to a lot. Where a fault is reported to the Body Corporate the Body Corporate must take steps as soon as reasonably practical to investigate the fault and have it remedied.

26.8 An invoice or notice will have been validly given to an owner if the invoice or notice is sent to the last known address for the owner known to the Body Corporate.

27. **Security**

27.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.

27.2 The Committee:-

(a) is responsible for control of the security system;

(b) may employ servants, agents or contractors to operate the system.

27.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:-

(a) the issue of security access cards or data keys upon conditions, including payment of a deposit;

(b) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

(c) the right to enter upon any part of the Scheme Land for the purposes of maintaining security;

(d) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

(e) that parts of the Common Property be secured against entry by unauthorised persons; and

(f) that security patrols, locks and other security devices or procedures are used to implement or operate it.

27.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a lot) arising because:-

(a) the security system is not operating; and

(b) the security system fails to operate as intended.

27.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

27.6 The Body Corporate may install and maintain a video security system and owners, and occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, the Manager or any relevant authority for the purposes of security for the building.

28. **Exclusive Use – Storage Areas**

28.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of storage.

28.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of the lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

28.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

28.4 The occupier with the right to the exclusive use area shall comply with the terms of any by-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.

28.5 The owner of the lot shall be responsible for keeping the exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space area and any locker, cage or enclosure on the storage space.

28.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

28.7 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.

28.8 The owner of the lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

29. **Exclusive Use – Car Parks**

29.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use by-law shall be allocated for the purposes of car parking.

29.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

29.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

29.4 Each owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. The Body Corporate shall remain responsible for the maintenance, operating costs and upkeep of the exclusive use areas however each owner shall be responsible for the maintenance, operating costs and upkeep of any improvements erected on the exclusive use area for the benefit of the occupier of the lot such as storage cages, roller doors, opening mechanisms and locking devices.

29.5 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the

Common Property, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

29.6 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.

29.7 The owner of a lot with the right to an exclusive use area under this by-law that has sufficient space for storage, may install a locking device cage or cupboard to be entirely contained within the exclusive use area to secure the storage space provided the style, colour and design are approved by the Committee. However the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

30. **Management/Letting Unit**

30.1 The Manager may nominate to the Body Corporate in writing a lot which it owns or has a right to occupy ("the Manager's Unit") which may be used for:-

(a) residential purposes;

(b) management of the Scheme Land;

(c) for the letting of lots in the Scheme Land on behalf of owners;

(d) the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Scheme Land;

(e) storage and back of house;

(f) the sale of lots in Scheme Land; and

(g) any other lawful use.

30.2 Without derogating from the previous sub-clause, the Body Corporate has the power (and it is a function of the Body Corporate) to agree not to allow any person or corporation other than the Manager to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

31. **Power to Enter into Agreements**

31.1 It is a function of the Body Corporate to enter into agreements or arrangements in relation to the following:-

(a) an agreement for the exclusive right to carry out a letting service from the Scheme Land;

(b) an agreement with an energy provider to provide equipment for a central reticulated hot water supply;

(c) central electricity bulk supply agreement; and

(d) gas bulk supply agreement.

31.2 The Body Corporate has the power to enter into agreements such as those referred to in by-law 31.1.

32. **Severability**

If it is held by a court of competent jurisdiction that:-

32.1 any part of these by-laws void, voidable, unenforceable or ultra vires; or

32.2 these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them was severed from the remainder of them,

then that part will be severable and severed from the by-laws but without effecting the continued operation of the remainder.

33. **Original Owner doing Works**

33.1 Any by-law that requires Body Corporate approval or permission to carry out works within the Scheme shall not apply to any rectification works or further works being carried out or to be carried out by the Original Owner in the course of finishing all works in the building.

33.2 The Original Owner may bring equipment and materials on to the Common Property and access shall be restricted for safety and security reasons to the Original Owner and its contractors for those areas of Common Property and lots where works are being carried out. The Original Owner may lock off or put up barricades to areas for the safety and security of people on Scheme Land.

33.3 The Original Owner may interrupt or use the supply of Utility Services when carrying out works.

33.4 If there is any inconsistency between the terms of this by-law and any other by-law, the terms of this by-law shall prevail to the extent of any such inconsistency.

34. **Recovery of Monies**

If a person breaches the Act or these by-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

35. **Recovery of Costs**

35.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:-

(a) recovering levies or monies payable to the Body Corporate pursuant to the Act or these by-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these by-laws;

(b) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.

35.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

35.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:-

(a) may take action for the recovery of those costs in a Court of competent jurisdiction; and/or

(b) enter such costs and expenses against the levy account of the Owner.

35.4 In this by-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

35.5 The Body Corporate may include any costs payable to it under this by-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

36. **Air-Conditioning Units**

The owner of the lot is responsible for maintaining the air-conditioning plant that is installed on the common property that relates only to supplying utility services to the lot. The owner must maintain the air-conditioning plant in good order and condition. The cost and responsibility of replacing the air-conditioning plant is the responsibility of the owner of the lot to which the air-conditioning plant services.

37. **Smoking not allowed**

Smoking is prohibited at, in or on Common Property including but not limited to Recreation Facility and Storage Facility, hallways, lifts, lobbies and other areas that form part of the common property of the Scheme.

38. **Stormwater Maintenance Plan**

The Body Corporate must at all time hold a copy of the stormwater maintenance plan in the Body Corporate records and cause implementation of that plan as per its requirements.

39. **Right of Entry – Maintenance**

39.1 The Owner or Occupier of Lots 2,3,4 and 5, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot in order to access the **Common Property** external to the Lot for the purpose of carrying out works, maintenance, cleaning, reading meters, attending to any gardening or maintenance requirements, effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to the respective lot or to the **Common Property** area or for any other purposes permitted under these By-Laws, the Act or the Regulation Module.

39.2 If in the reasonable opinion of the Committee or the Manager there is a matter of sufficient emergency no such notice specified in By-Law 39.1 will be necessary. Such works or repairs shall be at the sole expense of the Owner or Occupier of Lots 2,3,4 and 5 in the case where the need for such works or repairs is due to any act or default of the Owner or Occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Caretaker in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier of Lots 2,3,4 and 5 as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Regulation Module.

39.3 Without limiting anything in these By-Laws, the Act or the Regulation Module, an Owner and Occupier must allow access through their Lot to other Owners and Occupiers in the case of an emergency to access fire stairs or other emergency exits.

39.4 For those Lots where the lobby or foyer area on the relevant floor of the building is within the title to the Lot, the Owner and Occupier of the Lot whose Lot contains such area shall ensure that a key to the door giving to the access to the lobby/foyer area is left with the Caretaker at all times to allow access to such lobby/foyer area to allow the Body Corporate to carry out its duties and responsibilities in accordance with these By-Laws, the Act, the Regulation Module or the BMS. Any door within such lobby or foyer area that is required to give access to any emergency exit or fire stairs must comply with all relevant laws and standards.

40. **Copy of By-Laws**
Where any Lot or Common Property is leased or rented, otherwise than to an Owner of a Lot, the lessor shall produce or cause to be produced to the lessee for inspection a copy of the By-Laws for the time being in force in respect of the Community Titles Scheme

41. **Bulky Items and Use of Common Property**

41.1 Bulky Items must not be transported via the elevators, lobby area or reception area on the Common Property without the prior written consent of the Committee or the Caretaker.

41.2 The areas of Common Property designated as the visitors' Car Park cannot be used for the loading, unloading or delivery of Bulky Items unless the prior written consent of the Committee or Caretaker is obtained.

41.3 The Committee and Caretaker must not unreasonably withhold their consent to a request for permission under this By-Law where:

(a) the request for written consent is provided to the Body Corporate within a reasonable time prior to the time access is needed to allow the Committee or the Caretaker to consider the request and make arrangements for protective curtains or other protective materials to be used in the elevators, access ways, lobby area and reception;

(b) the person making the request is the Owner or Occupier of the Lot to or from which the Bulky Item is being delivered or collected;

(c) the person making the request provides details of the contractors, workmen or other persons who will be authorised to move the Bulky Items and have access to Common Property and the relevant Lot;

(d) if the relevant Lot is not being let through the Letting Agent, the details of the person who is appointed as agent to let the relevant Lot (if any) must have been given to the Body Corporate, including an address, contact person and mobile phone number (if available) for immediate contact in the event of an emergency; and

(e) the person making the request personally undertakes to reimburse the Body Corporate for the cost of repairing any damage caused to the Common Property or any other person's property in relation to the movement of the Bulky Item.

41.4 The Caretaker is authorised to do the following if a person uses or attempts to use the Common Property elevators, lobby areas or reception areas for the movement of Bulky Items without obtaining the prior consent of the Committee or the Caretaker:

(a) restrain the person from coming onto or using the Common Property for the movement of the Bulky Item;

(b) evict the person from Common Property if the person is not the Owner or Occupier and is not otherwise authorised to be on the Common Property; and

(c) de-activate or reprogram any access devices or Keys to ensure the person referred to in subclause (b) cannot access Common Property or use the elevators.

41.5 The consent from the Caretaker or Committee under this By-Law may be given on conditions such as (but not limited to):

(a) the person seeking consent must make all reasonable attempts to have protective covers placed where required by the Caretaker; and

(b) allow other Owners and Occupiers in the normal course of enjoying the Common Property, to have priority when using the elevators.

41.6 Any damage to an elevator or Common Property whilst transporting Bulky Items over Common Property must be immediately reported to the Caretaker and the Owner and Occupier of the Lot that is responsible for or sought authorisation for the movement of the Bulky Items over Common Property shall:

(a) be responsible for the costs of the Body Corporate in repairing any damage to the Common Property; and

(b) indemnify the Body Corporate against any claim by any other person against the Body Corporate if they suffer damage because of the person transporting Bulky Items through the Scheme Land.

42. Observance of Notices

Owners and Occupiers shall observe the terms of any notice displayed on the Common Property by authority of the Committee.

43. Structural Alterations to the Interior of Lots

43.1 The manner and style of any:

(a) structural fit out or structural alteration to the interior of any Lot; or

(b) installation of hard flooring (including timber, tiles or marble),

must have the prior written approval of the Committee.

43.2 The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner of a Lot shall comply with all such requests. The Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The Owner of the Lot within which the alterations are being carried out shall pay to the Body Corporate all costs and expenses incurred by the Body Corporate in engaging such architect or other consultant.

43.3 Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed.

43.4 Any approval for hard flooring is conditional upon the Owner or Occupier demonstrating to the satisfaction of the Committee that the installed flooring will achieve the acoustic outcomes published by the Association of Australian Acoustical Consultants for the 6 Star Rating in an apartment building.

44. Interpretation

44.1 In these by-laws except for the extent that the context otherwise requires:-

(a) the singular includes the plural and vice versa;

(b) person includes a natural person, each other kind of legal entity and an unincorporated association;

(c) reference to a statute or any other law is a reference to the statute or law.

45. Definitions

In these by-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:-

45.1 "the Act" means the Body Corporate and Community Management Act 1997 and all regulations thereunder, as amended from time to time;

45.2 "Bulky Items" means furniture, equipment or other items that are of a heavy or bulky nature that require the use of a trolley or cannot be carried by one person or cannot easily fit within an elevator

45.3 "Common Property" means has the same meaning as defined in the Act and as applied to the Community Titles Scheme;

45.4 "Committee" means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

45.5 "Community Management Statement" or "CMS" means the community management statement containing these by-laws;

45.6 "Community Titles Scheme" means the community titles scheme identified in Item 1 of the Community Management Statement;

45.7 "Development" means the Community Titles Scheme (and any lots created from the Community Titles Scheme) and other improvements to the land situated at the corner of Third Avenue and 1013 Gold Coast Highway, Palm Beach, Queensland 4221;

45.8 "lot" means a lot in the Community Titles Scheme;

45.9 "Manager" or "Caretaker" means the person or company engaged by the Body Corporate to carry out caretaking duties in respect of the Community Titles Scheme;

45.10 "Manager's Unit" has the meaning given to it in by-law 30;

45.11 "occupier" has the same meaning as defined in the Act;

45.12 "Original Owner" means the person identified in Item 5 of the First Community Management Statement and includes successors or assigns;

45.13 "owner" has the same meaning as defined in the Act;

45.14 "Recreation Facilities" means facilities that are used for recreation purposes that are on the Common Property including without limitation any of the following that may be on the Common Property:-

(a) pool;

(b) gymnasium; and

(c) commercial open space areas.

45.15 "Regulation Module" means the regulation module identified in Item 2 of the Community Management Statement;

45.16 "Scheme Land" means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the lots and the Common Property and all improvements thereon;

45.17 "vehicle" has the same meaning as vehicle as defined in the Transport Operations (Road Use Management) Act 1995.

18. "Visitors Car Park" means a car park which has been identified or labelled with signage as a visitor's car park.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

1. Each lot in the Scheme is affected by the following statutory easements:-

2. (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;

(b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;

(c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;

(d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;

(e) easement for projections in accordance with Section 115R of the Land Title Act 1994;

(f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

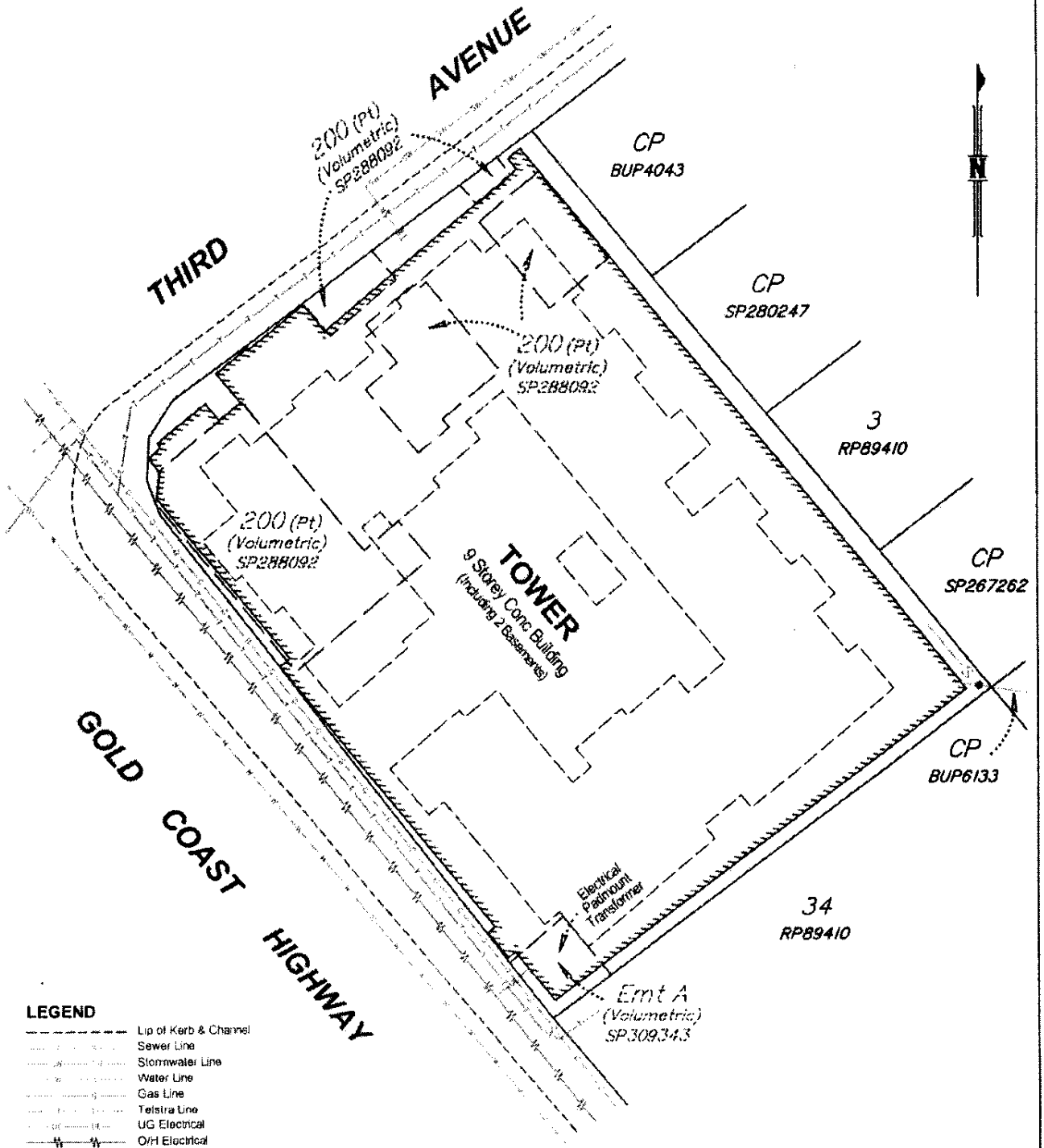
Service Location Diagrams

The plans attached with this schedule and marked "SLD 1" shows services in the common property.

Title Reference - Acqua Palm Beach Community Title Scheme 53352 Page 22 of 35

"SLD1"

CMS NAME: ACQUA PALM BEACH **CMS No.:**



LEGEND

- Lip of Kerb & Channel
- Sewer Line
- Stormwater Line
- Water Line
- Gas Line
- Telstra Line
- UG Electrical
- O/H Electrical
- Sewer Manhole
- Stormwater Manhole
- Stormwater Pit
- Water Valve
- Water Hydrant
- Telstra Pit

Scale 1:400

5 0 5 10 15

The position of the services shown on this plan have been plotted from local authority searches, public utility searches and design plans supplied by project building consultants and are indicative only. Prior to excavation, demolition or construction on site, the true location of the services should be established

ISSUE A: Original Issue	23/10/2017	
ISSUE B: Final Issue	27/11/2019	
ISSUE C:		
ISSUE D:		
ISSUE E:		
ISSUE F:		

SERVICE LOCATION DIAGRAM

BEING PART OF THE COMMON PROPERTY ON ACQUA PALM BEACH CTS

Brisbane (Head Office)
72 Cosin Street, Fortitude Valley, Qld. 4006
PO Box 799, Spring Hill, Qld. 4004
T (07) 3852 1771 F (07) 3252 9818
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ABN 52 010 672 607

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SURVEYORS | PLANNERS | DEVELOPMENT ADVISORS

SCALE	CHECKED BY	MERIDIAN	MAP REFERENCE	LOCALITY	LOCAL GOVERNMENT	JOB REF	SHEET NUMBER
1:400	DB	SP288093	9541-11223	PALM BEACH	GOLD COAST C.C.	S-9201-013-B	1 OF 1

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

EXCLUSIVE USE AREAS
(by-laws 28 and 29)

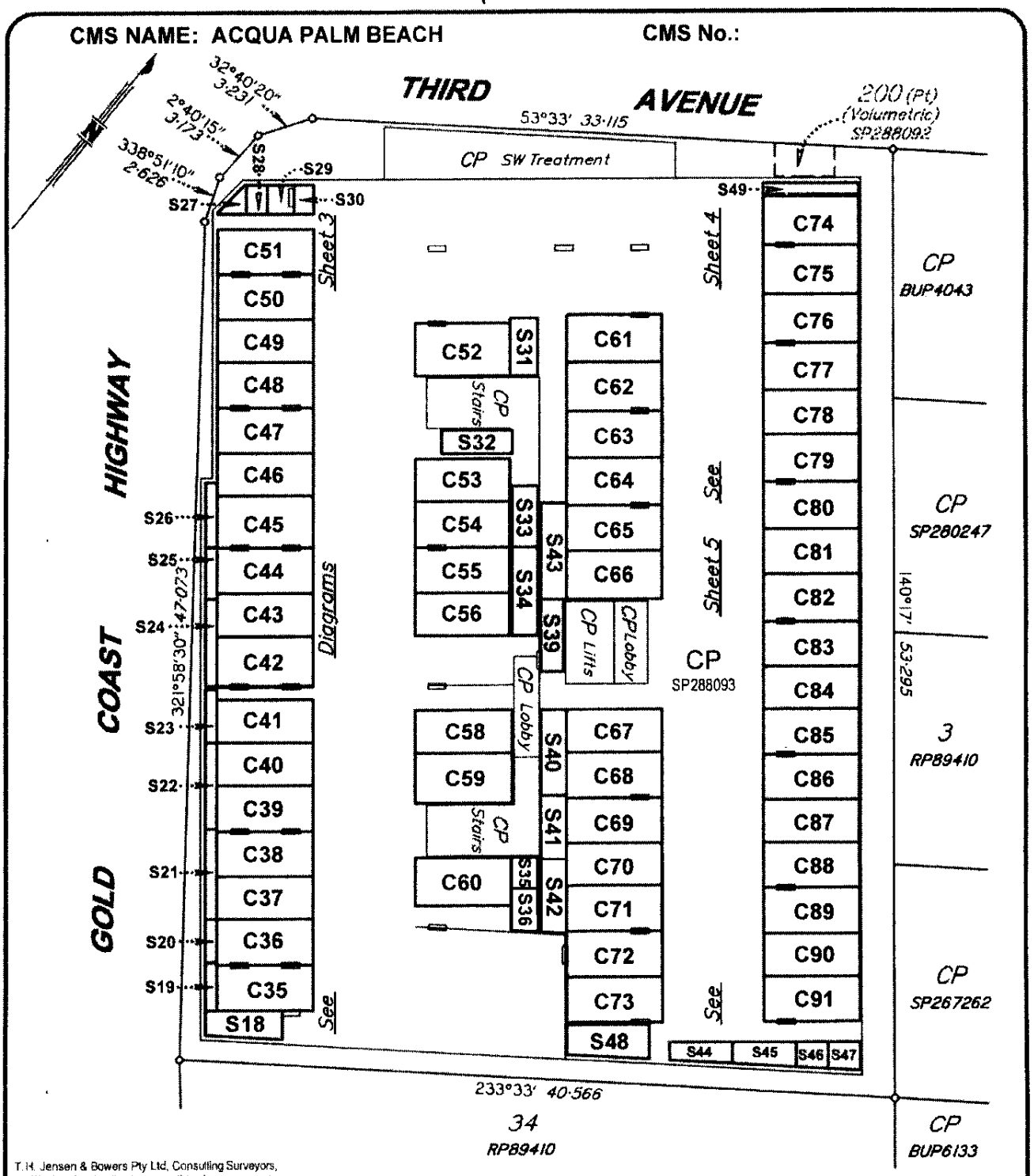
Lot on Plan	Area	Purpose
Lot 1 on SP288093	Area "C83" on sketch marked "A"	Car Park
Lot 2 on SP288093	Area "C32 & C33" on sketch marked "A"	Car Park
	Area "S15" on sketch marked "A"	Storage
Lot 3 on SP288093	Area "C30 & C31" on sketch marked "A"	Car Park
	Area "S14" on sketch marked "A"	Storage
Lot 4 on SP288093	Area "C50 & C51" on sketch marked "A"	Car Park
	Area "S29" on sketch marked "A"	Storage
Lot 5 on SP288093	Area "C59" on sketch marked "A"	Car Park
	Area "S36" on sketch marked "A"	Storage
Lot 6 on SP288093	Area "C58" on sketch marked "A"	Car Park
Lot 101 on SP288093	Area "C86" on sketch marked "A"	Car Park
Lot 102 on SP288093	Area "C12 & C13" on sketch marked "A"	Car Park
Lot 103 on SP288093	Area "C53" on sketch marked "A"	Car Park
	Area "S32" on sketch marked "A"	Storage
Lot 104 on SP288093	Area "C55 & C56" on sketch marked "A"	Car Park
	Area "S34" on sketch marked "A"	Storage
Lot 105 on SP288093	Area "C37 & C38" on sketch marked "A"	Car Park
	Area "S21" on sketch marked "A"	Storage
Lot 106 on SP288093	Area "C74 & C75" on sketch marked "A"	Car Park
	Area "S49" on sketch marked "A"	Storage
Lot 107 on SP288093	Area "C15" on sketch marked "A"	Car Park
	Area "S5" on sketch marked "A"	Storage
Lot 108 on SP288093	Area "C35" on sketch marked "A"	Car Park
	Area "S19" on sketch marked "A"	Storage
Lot 109 on SP288093	Area "C57 & C77" on sketch marked "A"	Car Park
	Area "S28" on sketch marked "A"	Storage
Lot 110 on SP288093	Area "C73" on sketch marked "A"	Car Park

Lot on Plan	Area	Purpose
Lot 201 on SP288093	Area "C47" on sketch marked "A"	Car Park
Lot 202 on SP288093	Area "C20 & C21" on sketch marked "A"	Car Park
	Area "S45" on sketch marked "A"	Storage
Lot 203 on SP288093	Area "C52" on sketch marked "A"	Car Park
	Area "S31" on sketch marked "A"	Storage
Lot 204 on SP288093	Area "C45 & C46" on sketch marked "A"	Car Park
	Area "S26" on sketch marked "A"	Storage
Lot 205 on SP288093	Area "C42 & C43" on sketch marked "A"	Car Park
	Area "S24" on sketch marked "A"	Storage
Lot 206 on SP288093	Area "C39 & C40" on sketch marked "A"	Car Park
	Area "S22" on sketch marked "A"	Storage
Lot 207 on SP288093	Area "C14" on sketch marked "A"	Car Park
	Area "S4" on sketch marked "A"	Storage
Lot 208 on SP288093	Area "C36" on sketch marked "A"	Car Park
	Area "S20" on sketch marked "A"	Storage
Lot 209 on SP288093	Area "C81" on sketch marked "A"	Car Park
Lot 210 on SP288093	Area "C76" on sketch marked "A"	Car Park
Lot 301 on SP288093	Area "C88" on sketch marked "A"	Car Park
Lot 302 on SP288093	Area "C22 & C23" on sketch marked "A"	Car Park
	Area "S17" on sketch marked "A"	Storage
Lot 303 on SP288093	Area "C18" on sketch marked "A"	Car Park
	Area "S8" on sketch marked "A"	Storage
Lot 304 on SP288093	Area "C67 & C68" on sketch marked "A"	Car Park
	Area "S40" on sketch marked "A"	Storage
Lot 305 on SP288093	Area "C69 & C70" on sketch marked "A"	Car Park
	Area "S41" on sketch marked "A"	Storage
Lot 306 on SP288093	Area "C71 & C72" on sketch marked "A"	Car Park
	Area "S42" on sketch marked "A"	Storage
Lot 307 on SP288093	Area "C34" on sketch marked "A"	Car Park
	Area "S16" on sketch marked "A"	Storage
Lot 308 on SP288093	Area "C60" on sketch marked "A"	Car Park

Lot on Plan	Area	Purpose
	Area "S35" on sketch marked "A"	Storage
Lot 309 on SP288093	Area "C80" on sketch marked "A"	Car Park
Lot 310 on SP288093	Area "C91" on sketch marked "A"	Car Park
Lot 401 on SP288093	Area "C87" on sketch marked "A"	Car Park
Lot 402 on SP288093	Area "C7 & C8" on sketch marked "A"	Car Park
	Area "S47" on sketch marked "A"	Storage
Lot 403 on SP288093	Area "C17" on sketch marked "A"	Car Park
	Area "S7" on sketch marked "A"	Storage
Lot 404 on SP288093	Area "C65 & C66" on sketch marked "A"	Car Park
	Area "S43" on sketch marked "A"	Storage
Lot 405 on SP288093	Area "C63 & C64" on sketch marked "A"	Car Park
	Area "S39" on sketch marked "A"	Storage
Lot 406 on SP288093	Area "C61 & C62" on sketch marked "A"	Car Park
	Area "S18" on sketch marked "A"	Storage
Lot 407 on SP288093	Area "C82" on sketch marked "A"	Car Park
	Area "S48" on sketch marked "A"	Storage
Lot 408 on SP288093	Area "C85" on sketch marked "A"	Car Park
	Area "S46" on sketch marked "A"	Storage
Lot 409 on SP288093	Area "C78 & C79" on sketch marked "A"	Car Park
Lot 410 on SP288093	Area "C90" on sketch marked "A"	Car Park
Lot 501 on SP288093	Area "C44" on sketch marked "A"	Car Park
	Area "S25" on sketch marked "A"	Storage
Lot 502 on SP288093	Area "C5 & C6" on sketch marked "A"	Car Park
	Area "S30" on sketch marked "A"	Storage
Lot 503 on SP288093	Area "C16" on sketch marked "A"	Car Park
	Area "S6" on sketch marked "A"	Storage
Lot 504 on SP288093	Area "C28 & C29" on sketch marked "A"	Car Park
	Area "S13" on sketch marked "A"	Storage
Lot 505 on SP288093	Area "C26 & C27" on sketch marked "A"	Car Park
	Area "S12" on sketch marked "A"	Storage
Lot 506 on SP288093	Area "C24 & C25" on sketch marked "A"	Car Park

Lot on Plan	Area	Purpose
	Area "S11" on sketch marked "A"	Storage
Lot 507 on SP288093	Area "C84" on sketch marked "A"	Car Park
	Area "S44" on sketch marked "A"	Storage
Lot 508 on SP288093	Area "C54" on sketch marked "A"	Car Park
	Area "S33" on sketch marked "A"	Storage
Lot 509 on SP288093	Area "C19" on sketch marked "A"	Car Park
	Area "S9" on sketch marked "A"	Storage
Lot 510 on SP288093	Area "C89" on sketch marked "A"	Car Park
Lot 601 on SP288093	Area "C9" on sketch marked "A"	Car Park
	Area "S2" on sketch marked "A"	Storage
Lot 602 on SP288093	Area "C3 & C4" on sketch marked "A"	Car Park
	Area "S10" on sketch marked "A"	Storage
Lot 603 on SP288093	Area "C1 & C2" on sketch marked "A"	Car Park
	Area "S1" on sketch marked "A"	Storage
Lot 604 on SP288093	Area "C10 & C11" on sketch marked "A"	Car Park
	Area "S3" on sketch marked "A"	Storage
Lot 605 on SP288093	Area "C48 & C49" on sketch marked "A"	Car Park
	Area "S27" on sketch marked "A"	Storage
Lot 606 on SP288093	Area "C41" on sketch marked "A"	Car Park
	Area "S23" on sketch marked "A"	Storage

"A"



T.H. Jensen & Bowers Pty Ltd, Consulting Surveyors, certify that the details shown on this plan are correct.

Cadastral Surveyor

26/11/2019
Date

See Sheet 2 for Area Tables & Legend.

Drill hole placed at Station, unless otherwise indicated.

Scale 1:300 – Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45

ISSUE B: Levels split into separate plans	20/07/2018
ISSUE C: Updated architecturals	01/11/2018
ISSUE D: Updated architecturals	23/01/2019
ISSUE E: Updated architecturals	11/05/2019
ISSUE F: Change to Storage Area 32	27/06/19
ISSUE G: As surveyed	26/11/2019

SKETCH PLAN FOR EXCLUSIVE USE AREAS

LEVEL A ON SP288093
BEING PART OF THE COMMON PROPERTY ON ACQUA PALM BEACH CTS

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SCALE	CHECKED BY	MERIDIAN	MAP REFERENCE	LOCALITY	LOCAL GOVERNMENT	JOB REF	SHEET NUMBER
1:300	DB	SP288093	9541-11223	PALM BEACH	GOLD COAST C.C.	S-9201-014-G	1 OF 5

Title Reference: Acqua Palm Beach Community Titles Scheme 53352 Page 28 of 35

11 A =

CMS NAME: ACQUA PALM BEACH **CMS No.:**

EU AREAS

Identifier	Area
C35	14m²
C36	14m²
C37	13m²
C38	14m²
C39	14m²
C40	13m²
C41	13m²
C42	15m²
C43	13m²
C44	14m²
C45	16m²
C46	13m²
C47	14m²
C48	14m²
C49	13m²
C50	14m²
C51	14m²
C52	16m²
C53	13m²
C54	14m²
C55	14m²
C56	13m²
C58	13m²
C59	15m²
C60	15m²
C61	14m²
C62	15m²
C63	14m²
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C65	14m²
C66	15m²
C67	13m²
C68	14m²
C69	14m²
C70	13m²
C71	14m²
C72	14m²
C73	14m²
C74	15m²
C75	15m²
C76	15m²
C77	14m²
C78	14m²
C79	14m²
C80	14m²
C81	14m²
C82	14m²
C83	14m²
C84	13m²
C85	14m²
C86	14m²
C87	13m²
C88	14m²
C89	14m²
C90	13m²
C91	14m²

EU AREAS

Identifier	Area
S18	6m²
S19	2m²
S20	2m²
S21	3m²
S22	3m²
S23	2m²
S24	3m²
S25	2m²
S26	2m²
S27	2m²
S28	2m²
S29	2m²
S30	2m²
S31	5m²
S32	5m²
S33	5m²
S34	7m²
S35	3m²
S36	4m²
S39	5m²
S40	7m²
S41	5m²
S42	6m²
S43	8m²
S44	4m²
S45	5m²
S46	3m²
S47	3m²
S48	8m²
S49	3m²

LEGEND

CI – Denotes Carpark Area
SI – Denotes Storage Area
CP – Denotes Common Property on SP288093 unless noted otherwise.
Denotes Disabled Parking
Denotes Inside Cor Wall
Denotes GI Post & Mesh Fence
Denotes Column
Denotes ℄ of Wall

Drill hole placed at Station, unless otherwise indicated as below.

a – Drill hole pld $0{\cdot}2^{NE}$
b – Drill hole pld $0{\cdot}2^{SE}$
c – Drill hole pld $0{\cdot}2^{SW}$
d – Drill hole pld $0{\cdot}2^{NW}$
e – Drill hole pld $0{\cdot}1^{NE}$
f – Drill hole pld $0{\cdot}1^{SE}$
g – Drill hole pld $0{\cdot}1^{SW}$
h – Drill hole pld $0{\cdot}1^{NW}$
i – Drill hole pld $0{\cdot}05^{SE}$
j – Drill hole pld $0{\cdot}5^{SW}$
k – Drill hole pld $2{\cdot}5^{SE}$
L – Drill hole pld $0{\cdot}2^{SW}$, $0{\cdot}1^{NW}$
m – Drill hole pld $1{\cdot}15^{SE}$, $0{\cdot}2^{SW}$
n – Drill hole pld $0{\cdot}15^{SE}$, $0{\cdot}2^{NE}$
o – Drill hole pld $0{\cdot}5^{SE}$
p – Drill hole pld $1{\cdot}5^{NW}$
q – Drill hole pld $0{\cdot}15^{NW}$
r – Ink Mark pld at Station
s – Drill hole pld $0{\cdot}63^{NW}$
t – Drill hole pld $0{\cdot}03^{NW}$
u – Drill hole pld $0{\cdot}3^{SE}$

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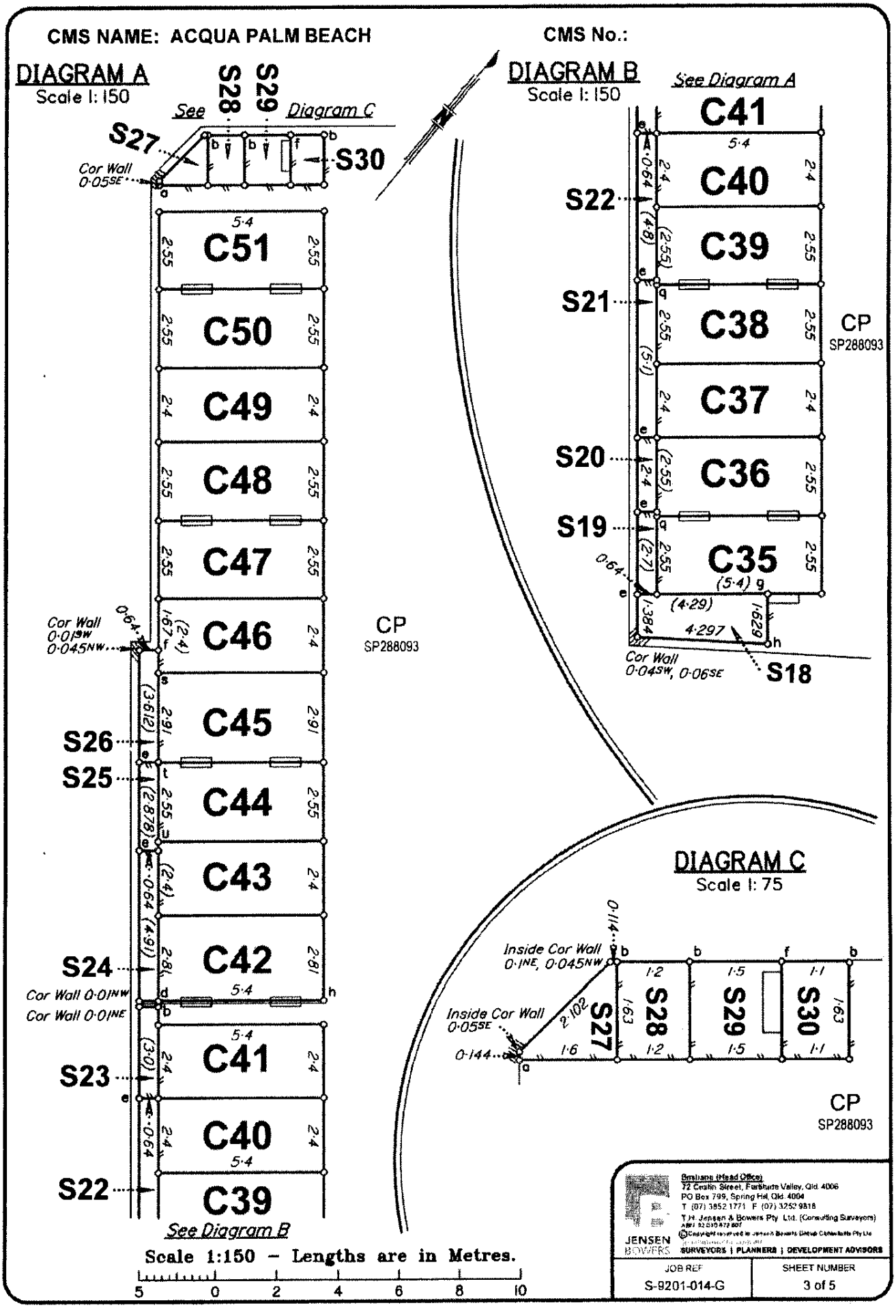
JOB REF	SHEET NUMBER
S-9201-014-G	2 of 5

Title Reference: Acqua Palm Beach Community Title scheme 53352 page 29 of 35

"A"

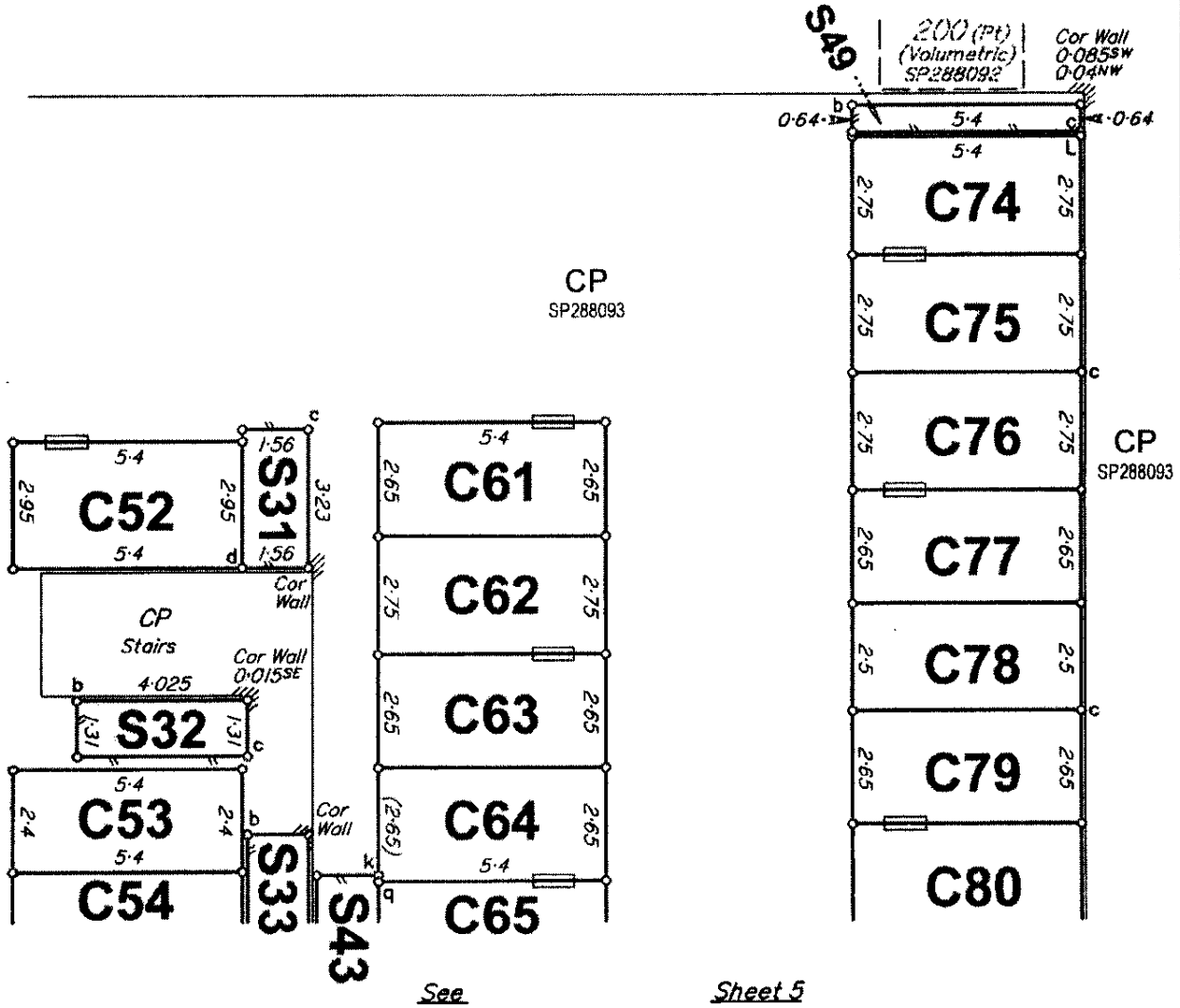


" A "

CMS NAME: ACQUA PALM BEACH **CMS No.:**

DIAGRAM D

Scale 1:150



Scale 1:150 – Lengths are in Metres.

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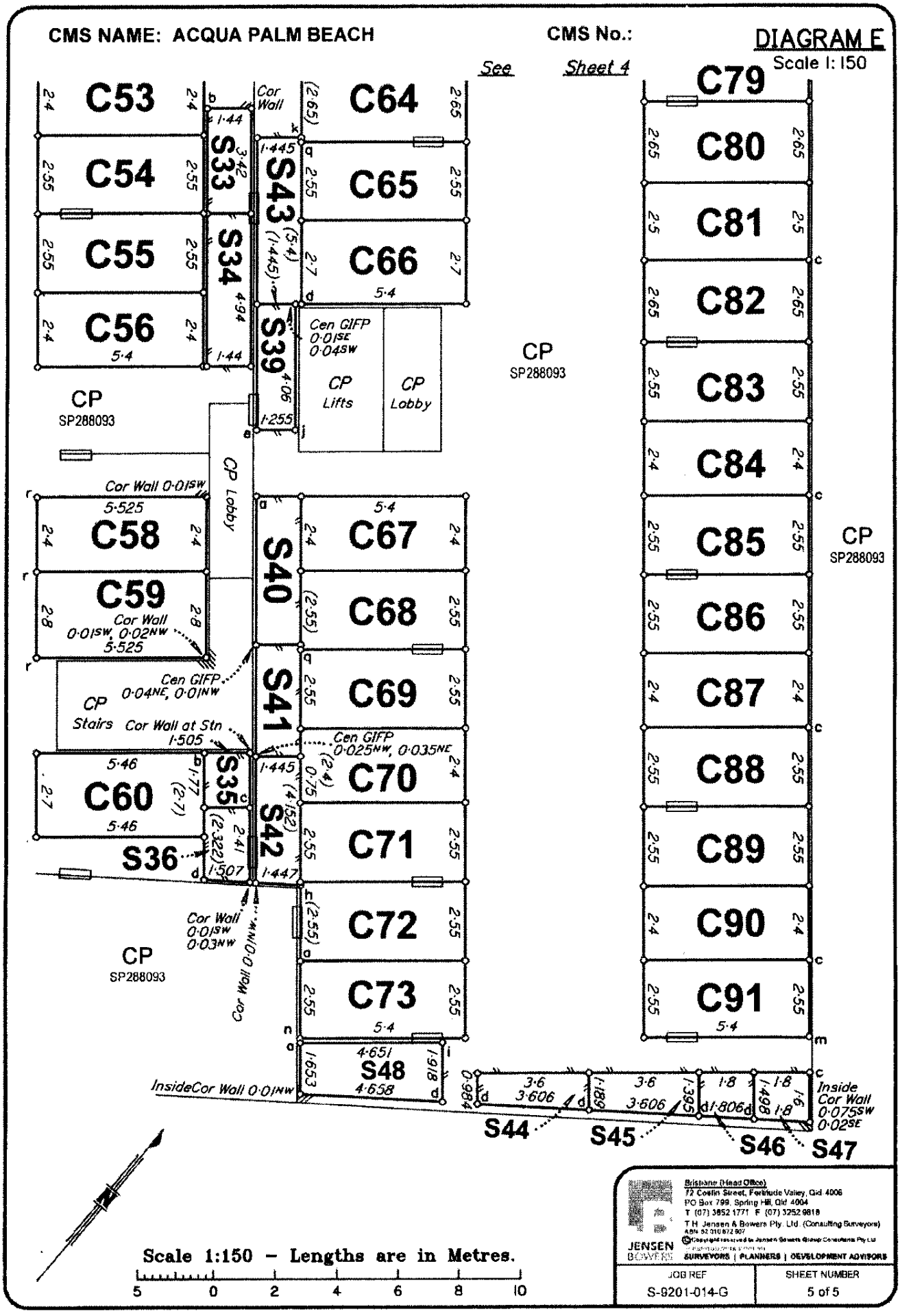
JOB REF	SHEET NUMBER
S-9201-014-G	4 of 5

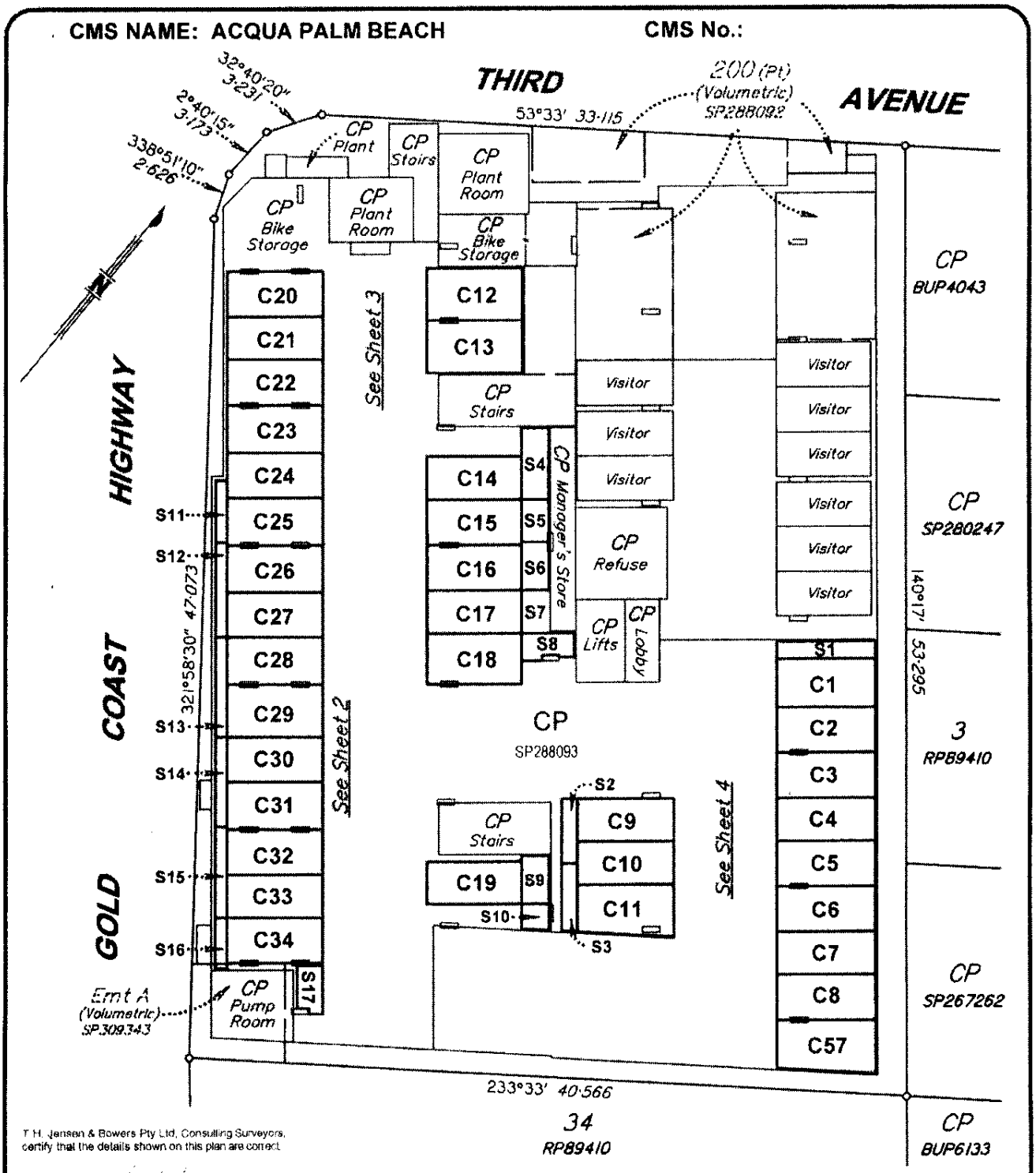
Title Reference: Acqua Palm Beach Community Title Scheme 53352

Page 31 of 35



Title Reference: Acqua Palm Beach Community Titles Scheme 53350

Page 2 of 35



T.H. Jensen & Bowers Pty Ltd, Consulting Surveyors, certify that the details shown on this plan are correct.

Cadastral Surveyor

Date 26/11/2019

See Sheet 2 for Area Tables & Legend.

Drill hole placed at Station, unless otherwise indicated.

Scale 1:300 – Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45

ISSUE A: S-9201-014-A Issued.	23/10/2017
ISSUE B: Levels split into separate plans	20/07/2018
ISSUE C: Amended architecturals	01/11/2018
ISSUE D: Amended architecturals	23/01/2019
ISSUE E: Amended architecturals	11/05/2019
ISSUE F: As surveyed	26/11/2019

SKETCH PLAN FOR EXCLUSIVE USE AREAS

LEVEL B ON SP288093
BEING PART OF THE COMMON PROPERTY ON ACQUA PALM BEACH CTS

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SCALE	CHECKED BY	MERIDIAN	MAP REFERENCE	LOCALITY	LOCAL GOVERNMENT	JOB REF	SHEET NUMBER
1:300	DB	SP288093	9541-11223	PALM BEACH	GOLD COAST C. C.	S-9201-015-F	1 OF 4

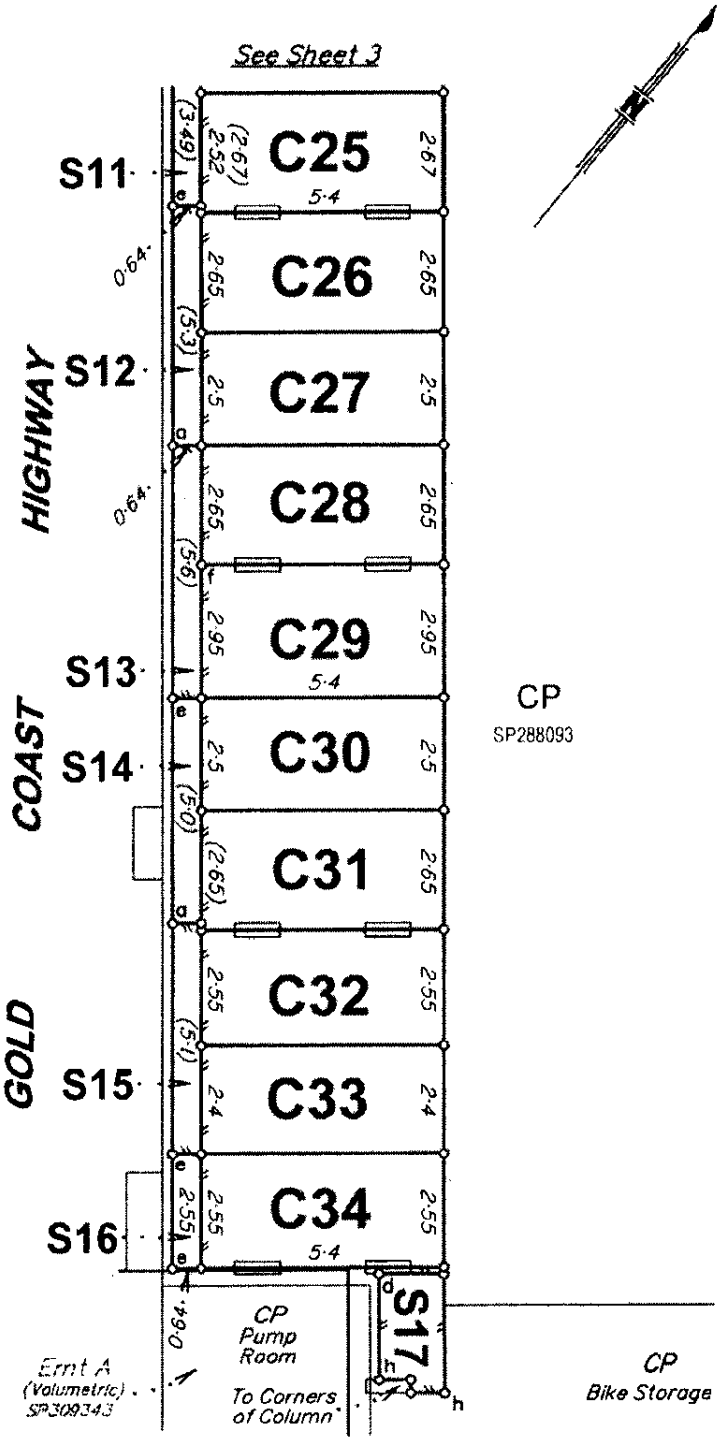
Title reference: Acqua Palm Beach Community Titles scheme 53352

"A"

CMS NAME: ACQUA PALM BEACH **CMS No.:**

EU AREAS	
Identifier	Area
C1	15m²
C2	14m²
C3	14m²
C4	13m²
C5	14m²
C6	14m²
C7	13m²
C8	14m²
C9	13m²
C10	13m²
C11	15m²
C12	16m²
C13	16m²
C14	13m²
C15	14m²
C16	14m²
C17	13m²
C18	15m²
C19	13m²
C20	14m²
C21	13m²
C22	14m²
C23	14m²
C24	14m²
C25	14m²
C26	14m²
C27	14m²
C28	14m²
C29	16m²
C30	14m²
C31	14m²
C32	14m²
C33	13m²
C34	14m²
C57	16m²

EU AREAS	
Identifier	Area
S1	4m²
S2	3m²
S3	3m²
S4	6m²
S5	4m²
S6	4m²
S7	4m²
S8	4m²
S9	4m²
S10	2m²
S11	2m²
S12	3m²
S13	4m²
S14	3m²
S15	3m²
S16	2m²
S17	4m²



LEGEND

C1 – Denotes Carpark Area
S1 – Denotes Storage Area
CP – Denotes Common Property on SP288093 unless noted otherwise.
Denotes Disabled Parking
Denotes Inside Cor Wall
Denotes GI Post & Mesh Fence
Denotes Column
Denotes ℄ of Wall

Drill hole placed at Station, unless otherwise indicated as below.

a – Drill hole pld 0·2NE
b – Drill hole pld 0·2ISW
c – Drill hole pld 0·2SW
d – Drill hole pld 0·8SE
e – Drill hole pld 0·1NE
f – Drill hole pld 0·1SE
g – Drill hole pld 0·1SW
h – Drill hole pld 0·1NW
i – Drill hole pld 1·56SW
j – Drill hole pld 0·5SW
k – Drill hole pld 0·1SE, 1·56SW

Scale 1:150 – Lengths are in Metres.

5 0 2 4 6 8 10

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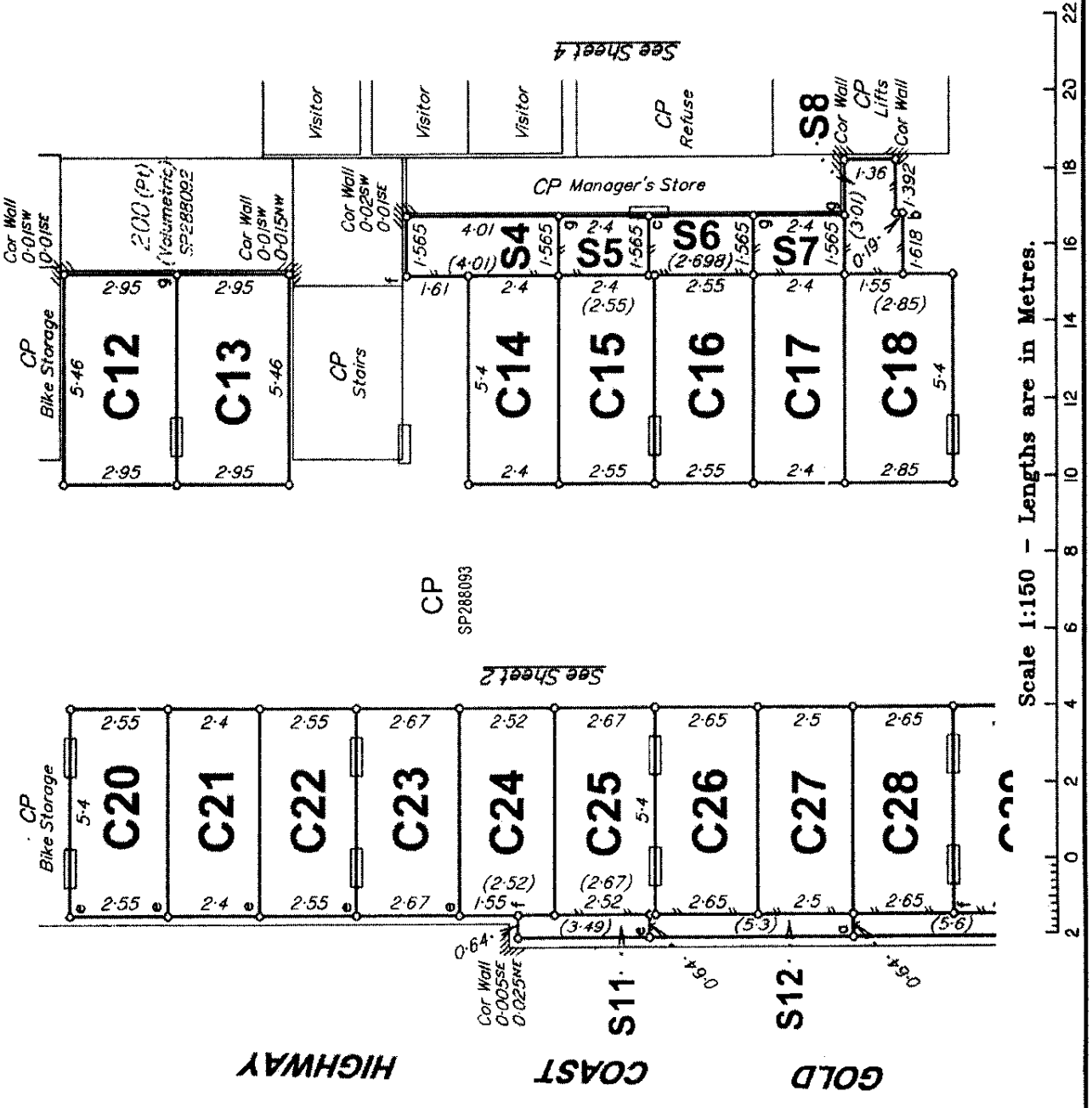
JOB REF	SHEET NUMBER
S-9201-015-F	2 of 4

Title Reference: Acqua Palm Beach Community Title Scheme 53752

CMS NAME: ACQUA PALM BEACH **CMS No.:**



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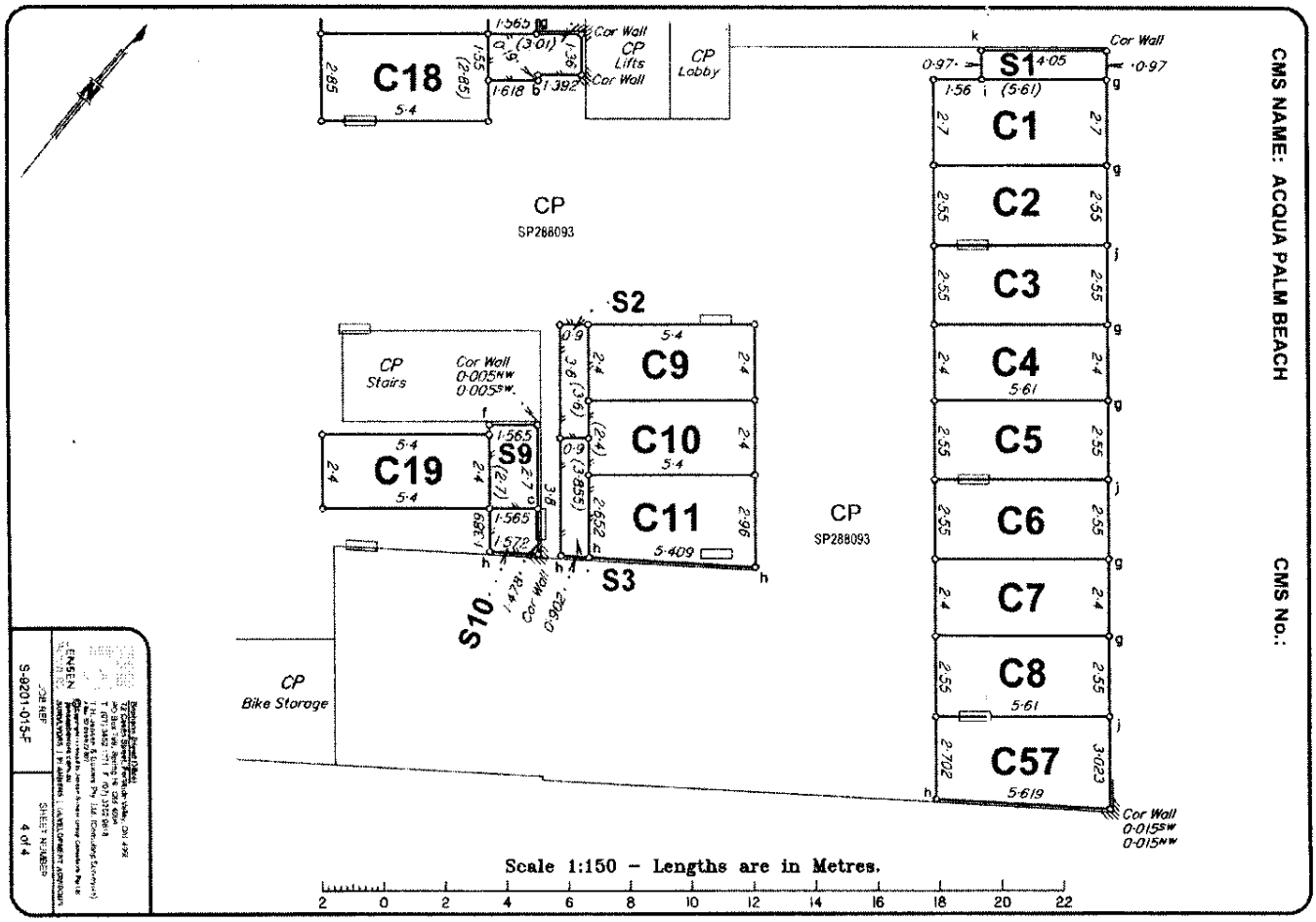
JOB REF	SHEET NUMBER
S-9201-015-F	3 of 4

Title Reference: Acqua Palm Beach Community Title scheme 53350

Page 35 of 35

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