

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

Office use only
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

73EIGHT GYMPIE ROAD COMMUNITY TITLES SCHEME

2. Regulation module

STANDARD MODULE

3. Name of body corporate

BODY CORPORATE FOR 73EIGHT GYMPIE ROAD COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description

Title Reference

COMMON PROPERTY OF
73EIGHT GYMPIE ROAD
COMMUNITY TITLES SCHEME

TO ISSUE FROM
14289215

LOTS 1 TO 12 ON SP 310198

TO ISSUE FROM
14289215

5. #Name and address of original owner

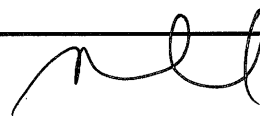
STRATHSIND PTY LTD
OF 498 GYMPIE ROAD
STRATHPINE QLD 4500

6. Reference to plan lodged with this statement

SP 310198

first community management statement only

7. Local Government community management statement notation



signed

MARCO ALBERTI - COORDINATOR PLANNING
ASSESSMENT (SOUTH)

Delegated Officer
name and designation

MORETON BAY REGIONAL COUNCIL

name of Local Government

8. Execution by original owner/Consent of body corporate

STRATHSIND PTY LTD ACN 613 111 461

/ /
Execution Date


Sole Director - *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 DNRM see the department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 310198	87	87
Lot 2 on SP 310198	85	85
Lot 3 on SP 310198	80	80
Lot 4 on SP 310198	80	80
Lot 5 on SP 310198	78	78
Lot 6 on SP 310198	82	82
Lot 7 on SP 310198	80	80
Lot 8 on SP 310198	83	83
Lot 9 on SP 310198	83	83
Lot 10 on SP 310198	86	86
Lot 11 on SP 310198	86	86
Lot 12 on SP 310198	90	90
TOTALS	1,000	1,000

1. PRINCIPLES FOR DECIDING CONTRIBUTION LOT ENTITLEMENTS

The Contribution Schedule Lot Entitlements (CSLE) for the Scheme are not equal. The CSLE for the Scheme have been calculated using the "Relatively Principle" and based on the following relevant factors:

- (a) the structure of the Scheme;
- (b) the nature, features and characteristics of the lots in the Scheme;
- (c) the gross floor area of the lot; and
- (d) the purpose for which the lot is used.

On the basis of these factors stated above it is just and equitable for there to be a variation in the CSLE for the Scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays, but the structure of the Scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property.

Each of the above stated factors impacts on the allocation in the following ways:

1.2 Structure of the Scheme

Different lots in the scheme utilise Common Property to a greater extent depending upon their location in the scheme.

1.3 Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate will be formed on registration of a Building Format Plan, and will be responsible for the repair and maintenance of Common Property within the Scheme. This includes the external walls, windows, roof, utility infrastructure and utility services. The relationship between the lots in the context of the factors set out below were considered relevant in deciding the CSLE because they place a differential burden on the costs of the Body Corporate for the maintenance, cleaning and repair of the Common Property:

- (a) The external Common Property that benefits the Lot – the lots are not the same size. The external surface area of the Lot, which comprises, amongst other things: the exterior walls which require painting and maintenance, balustrade, window frames and fittings and glass, screens and louvers, roofing membrane and materials are part of the Common Property to be maintained by the Body Corporate. The greater the exposure of the Lot to the Common Property, the greater the Common Property to be maintained by the Body Corporate and consequently the greater the Lot Entitlement. Therefore, Lots that have a greater perimeter of external wall have a greater CSLE.

- (b) Gross Floor Area of the Lot - Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on the support and shelter costs.
- (c) Not all lots are expected to have the same number of occupants - Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on Common Property and additional entitlements are added to reflect this.

1.4 The Purpose for which the Lots are Used

Each of the lots in the Scheme are used for residential purposes and consequently this factor does not contribute to any differences in the CSLE.

1.5 The Market Values of the Lots

The market values of the Lots were not considered relevant in deciding the CSLE.

2. INTEREST SCHEDULE LOT ENTITLEMENTS

The Interest Schedule Lot Entitlements ("ISLEs") for the Scheme are consistent with the "market value principle". The market value principle for deciding the ISLE for the Lots is that the lot entitlements must reflect the respective market values of the Lots in the Scheme except to the extent that it is believed to be just and equitable in the circumstances for them not to reflect market values. The ISLE for the Lots reflects the respective market values of the Lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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It is intended that the Scheme will be a basic scheme.

Sections 66(1)(f) and 66(1)(g) of the Body Corporate and Community Management Act 1997 do not apply to this Scheme.

SCHEDULE C	BY-LAWS
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The following By-Laws apply to the 73Eight Gympie Road Community Titles Scheme, which have effect in accordance with the *Body Corporate and Community Management Act 1997*.

1 NOISE

An Owner or Occupier of a Lot shall not upon the parcel 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. Where noise is unavoidable an Owner or Occupier must inform other Owners prior to generating noise and take reasonable steps to minimise such noise.

2 VEHICLES

- a The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (1) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (2) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except in a designated visitor parking space which must remain available at all times for the sole use of visitors' vehicles.
- b An approval under By-law 2a must state the period for which it is given, with the exception of designated visitor parking.
- c However, the Body Corporate may cancel any approval granted under this By-Law 2 by giving 7 days' written notice to the relevant Owner or Occupier, with the exception of designated visitor parking.
- d The Owner or Occupier of a Lot must not:
 - (1) permit any caravan, campervan, mobile home, boat or trailer upon the Common Property or upon his/her Lot unless the same is housed in a garage or car space on the Lot;
 - (2) permit any occupation of a caravan, campervan or mobile home upon his/her Lot; or
 - (3) drive or permit to be driven any vehicle which exceeds two (2) tonnes in weight into or over the Common Property other than those necessary to complete the construction of improvements on

the Scheme Land and any vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.

3 OBSTRUCTION

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

4 PLANTS ETC

a An Owner or Occupier of a Lot shall not permit, without the prior consent in writing of the Committee:-

- (1) any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property;
- (2) any plant species greater than 2 meters in height, or of a weight which may compromise the structural loading of the Building, to be grown on any part of the Lot or Common Property.

b An Owner or Occupier of a Lot must not:

- (1) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Scheme Land; or
- (2) except with the prior written consent of the Body Corporate, use for his/her own purposes as a garden any portion of the Common Property.

5 DAMAGE TO COMMON PROPERTY

An Owner or Occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.

6 BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot shall take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

7 DEPOSITING RUBBISH ETC ON COMMON PROPERTY

An Owner or Occupier of a Lot shall not:

- a** deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property;
- b** throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors, from balconies, from the roof or any part of the Common Property. Any damages or costs for cleaning or repairing incurred as a consequence of breaches of this By-law shall be borne by the relevant Owner or Occupier.

Any damage or costs for cleaning or repair caused by a breach of this By-law and any consequential damages or costs arising therefrom shall be borne by the Owner or Occupier concerned.

8 APPEARANCE OF LOTS

a An Owner or Occupier of a Lot shall not do anything to vary the external appearance of the Lot or vary the Common Property without the prior consent in writing of the Committee.

b An Owner or Occupier of a Lot shall not, except with the prior consent in writing of the Committee:

- (1) hang any washing, towel, bedding, clothing or other article (except on a clothes line provided by the Body Corporate on the Common Property); or
- (2) display any sign, advertisement, placard, banner, pamphlet or like matter; or
- (3) install any air conditioning unit,

on any part of the Common Property or his or her Lot in such a way as to be visible from outside the relevant Lot.

9 STORAGE OF FLAMMABLE LIQUIDS ETC

An Owner or Occupier of a Lot shall not:

- a except with the consent in writing of the Body Corporate, use or store upon his or her Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine; or
- b use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any way cause or increase a risk of fire or explosion in such Lot.

10 GARBAGE DISPOSAL

An Owner or Occupier of a Lot shall:-

- a unless the Body Corporate provides some other means of disposal of garbage, maintain within his or her Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, the Council issued bin(s) for garbage; and
- b keep their bins clean and free of serious odour and shall comply with all local council laws relating to the disposal of garbage; and
- c ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his or her disposal of garbage; and
- d promptly after use collect such receptacles for garbage and recycling material from the nominated refuse collection point.

11 KEEPING OF ANIMALS

Subject to this by-law, the *Body Corporate and Community Management Act 1997* and the *Guide Dogs Act 1972*, an Owner or Occupier of a Lot shall not keep or permit an invitee to keep any animal upon his or her Lot or the Common Property without the prior written permission of the Committee, which will not be unreasonably withheld provided that:

- a details of the animal are provided to the Committee;
- b the animal is a domesticated pet;
- c the animal wears an identification tag clearly showing the Owner's/ Occupier's address and phone number; and
- d the animal is and will remain under 15kg in weight;
- e the animal is quiet at all times and does not cause a nuisance to any other Owner or Occupier;
- f the animal remains on a lead and is kept under control at all times when on Common Property; and
- g all animal excrement is immediately cleaned up.

Any approval for the keeping of an animal granted by the Committee may be granted with or without conditions. If conditions are imposed then the Owner or Occupier of a Lot shall comply with those conditions. Should the Owner or Occupier fail to comply with any conditions that are imposed, then the approval may be withdrawn at the discretion of the Body Corporate.

12 AERIALS

An Owner or Occupier of a Lot shall not erect outside wireless and television aerials or satellite receivers without the prior written consent of the Body Corporate and any other relevant authority having jurisdiction.

13 STRUCTURAL ALTERATIONS

An Owner or Occupier of a Lot shall not make any structural alteration to any Lot (including any alterations to gas, water or electrical installations) without the prior written consent of the Body Corporate.

14 EXTERNAL APPEARANCE

The Committee may establish rules and standards (including specifications) in relation to items affecting the outside appearance of the Lots and/or Building(s) and Owners and Occupiers of Lots must comply with any such rules and standards. Owners and Occupiers of Lots are prohibited from closing in balconies or terraces or decks (which must remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than in accordance with any approval of any requisite Authority) and must not erect any structures or change any existing structure on the outside of the Lot or relevant Building except in accordance with any statutory approval or requisite approval of any Authority having jurisdiction and the prior consent of the Committee.

15 WINDOWS AND PLATE GLASS

An Owner or Occupier of a Lot shall at their expense keep the windows and any plate glass in the Lot clean and promptly replaced with new glass of the same kind, colour and weight if broken or cracked.

16 WINDOW COVERINGS

An Owner or Occupier of a Lot shall not hang, install, remove or replace shutter, or window tinting unless the colour and design has the prior written consent of the Committee.

17 TRADESMEN

An Owner or Occupier of a Lot shall not directly instruct any contractors or workmen employed by the Committee unless so authorised by the Committee.

18 MAINTENANCE OF LOTS

Each Owner or Occupier of a Lot shall:

- a** at their own expense be responsible for the cleaning, maintenance and decoration of their Lot and any exclusive use areas attaching to their Lot;
- b** at their own expense clean, repair and maintain in good repair and condition any improvements (the meaning of which includes walls, windows, doors, fly screens and plants) constructed or installed on the Lot and any exclusive use areas attaching to their Lot;
- c** in maintaining and repairing their Lot and any improvements, use building materials and external finishes of the same type and colour as previously existed unless the Committee provides prior written consent for an alternative type or colour to be used;
- d** allow the Committee and the servants and contractors of the Body Corporate access to the Lot and any improvements on the Lot at all reasonable times for the purpose of inspecting and carrying out works under this By-law; and
- e** comply with any Committee notice requiring the Lot or improvements on the Lot to be put in a state of good repair and condition, which includes, where necessary, the renewal or replacement of a particular improvement;

If a notice served on an Owner or Occupier has not been fully complied with to the reasonable satisfaction of the Body Corporate within 14 days of the date of such notice the Committee may, in its absolute discretion, cause the Lot or improvement to be cleaned, maintained, replaced or repaired to the requisite standard and the Committee shall be entitled to recover the amount of any costs properly and reasonably incurred (including enforcement costs) as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time the breach occurred.

19 VERMIN

An Owner or Occupier of a Lot shall keep the Lot clean and take all practicable steps to prevent infestation by vermin and/or insects.

20 WATER

An Owner or Occupier of a Lot shall not waste water and shall ensure that all water taps in the Lot are promptly turned off after use.

21 WATER APPARATUS

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose 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 relevant Owner whether caused by the actions of the Owner, members of the household, Occupiers, servants, tenants, agents or guests.

22 DAMAGE TO SERVICES

An Owner or Occupier of a Lot shall give the Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric or gas installations or fixtures and the Body Corporate by its agents or servants shall have authority in the circumstances having regard to the urgency involved to enter a Lot, examine or make such repairs

or renovations as they may deem necessary for the safety and preservation of the relevant Building or parcel as often as may be necessary and such entry shall not constitute trespass.

23 INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any Lot the Owner or Occupier of such Lot shall give written notice and any other information which may be required to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any other part of the relevant Building required to be disinfected and replacing of any articles or things the destruction of which may be rendered necessary by such disease.

24 INSURANCE

An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which may void any insurance policy in respect of any Building, the Lot, or Common Property, increase the rate of fire insurance on any Building or any Lot or Common Property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon any Building or any Lot or Common Property.

25 SOUND

Owners and Occupiers of Lots shall:

- a** ensure all musical instruments, radios, television sets and sound equipment are controlled so that the sound is reasonable and does not cause an annoyance to the other Owners or Occupiers of Lots;
- b** not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night;
- c** ensure the volume of radio, television receivers or sound equipment are kept as low as possible at all times and are not operated between the hours of 10.00pm to 8.00am in such a manner as to be audible at all, to any other Owner or Occupier of a Lot;
- d** not permit any musical instrument to be practised or played upon or any avoidable noise to be made in a Lot between the hours of 10.00pm to 8.00am; and
- e** only permit quiet playing of musical instruments in the Lot to a reasonable extent at any time during the hours of 8.00am to 10.00pm. Practising during the said hours is permissible but not longer than one hour at a time, or for a total of more than three hours in any day. The Body Corporate shall have the sole right to determine what is reasonable in respect of this By-law.

26 ACOUSTICS

An Owner or Occupier of a Lot must:

- a** not, without the prior approval in writing of the Committee and subject to any conditions the Committee may impose, interfere with any party wall acoustic treatment; and
- b** ensure that mechanical plant including but not limited to air conditioning, refrigeration equipment and the like must comply with the following noise limits:

Period	Noise Limit – LA10,adj
7.00am to 6.00pm	56
6.00pm to 10.00pm	54
10.00pm to Midnight	47
Midnight to 7.00am	39

27 DISTURBANCE

Owners and Occupiers of Lots shall request guests leaving after 10.00pm to leave quietly and quietness shall be observed when an Owner or Occupier of a Lot returns to the relevant Building after 10.00pm and before 7.00am. In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimise the annoyance to other Owners or Occupiers of Lots including closing all doors, windows and curtains of the Lot.

28 THROWING OBJECTS

An Owner or Occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the Building or any part of the Common Property. Any damage or costs for cleaning or repair caused by a breach of this By-Law and any consequential damages or costs arising therefrom shall be borne by the Owner or Occupier concerned.

29 SECURITY

An Owner or Occupier of a Lot shall securely fasten all doors and windows to the Lot on all occasions when the Lot is left unoccupied and the Body Corporate and its servants and agents shall have the right to enter the Lot without committing trespass and fasten any such doors or windows. Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).

30 ACCESS

Upon 24 hours written notice (except in the case of an emergency, when no notice shall be required), the Body Corporate, its servants, agents and contractors shall be permitted by an Owner or Occupier to enter into the Lot to inspect, test, maintain, repair or renew pipes, wires, cables and ducts in the Lot which are interfering with or preventing the enjoyment of any other Lot or Common Property, or to maintain, repair or renew Common Property, or to ensure that the by-laws are being observed. Such maintenance, repair or renewal shall be at the expense of the Owner or Occupier of the Lot in cases where the need for such maintenance, repair or renewal is due to any act or default of the Owner or Occupier or their guests, servants or agents. If not so permitted they may effect an entry and such entry shall not constitute trespass. The Body Corporate, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the Owner or Occupier of the Lot as is reasonable in the circumstances.

31 COPIES

A copy of these By-laws (or a summary approved by the Body Corporate) shall be exhibited in a prominent place in any Lot made available for letting.

32 COMPLIANCE

The duties and obligations imposed by these by-laws on an Owner or Occupier of a Lot and any notice displayed on any part of the Common Property by authority of the Committee or any statutory authority shall be observed not only by the Owner or Occupier but also by their guests, servants, employees, agents, children, invitees and licensees.

33 BY-LAWS EXTEND TO OCCUPIERS

In these By-laws, where there is a right or licence granted to an Owner (for the time being) of a Lot then this right or licence shall also extend to the lawful Occupier of such Lot.

34 RECOVERY

Where the Body Corporate expends money to make good any damage caused by a breach of the Body Corporate and Community Management Act 1997 or any Body Corporate agreement or these by-laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of a Lot, the Body Corporate shall be entitled to recover from the Owner of the Lot at the time when the breach occurred the amount so expended as a liquidated debt.

35 SALES

While the Original Owner remains an Owner or Occupier of any Lot(s), it and its officers, servants or agents shall be entitled to use any Lot(s) of which it is a registered Owner or Occupier as (a) display lot(s) and/or sales office and shall be entitled to allow prospective purchasers or prospective lessees to inspect any Lot(s) and shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about the Lot and Common Property as it thinks fit.

36 COMMITTEE RULES

The Committee may make rules and regulations concerning the use and protection of the Buildings and Common Property, not inconsistent with these By-laws, including, without limitation, rules and regulations dealing with:-

- a visitors;

- b security;
- c use of improvements on the Common Property;
- d removals to and from Lots and Scheme Land; and
- e use of any recreational areas or facilities and the like,

and the same shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

37 COSTS

If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Owner or Occupier (which expression shall for the purposes of this By-law include any former Owner or Occupier of the relevant Lot) due to default by that Owner or Occupier in the payment of any moneys to the Body Corporate or breach of the by-laws or for any other reason such Owner or Occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt and payable by the Owner or Occupier to the Body Corporate.

38 EASEMENTS

The Body Corporate shall be empowered to:-

- a grant any easement, licence, right of way or any other concession to enable services (ie electricity, telecommunications, communications, gas, drainage, water or sewerage) from any Public Authority or instrumentality, any Federal or State Government department, Authority or Instrumentality, or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and
- b enter into or be a party to or have the benefit of a grant of easement, licence or right of way with any adjoining land owner or the local authority whether pursuant to conditions of Development Approval or otherwise, for any purpose necessary for the use and enjoyment of the parcel or for the benefit of adjoining land owners, the local authority or any other person including, without limitation, for access, services, maintenance of dividing fences, etc.

39 USE OF LOTS

- a Subject to paragraph (b) and (c), Lots may only be used for residential purposes (and ancillary car parking and storage) and must not be used for any other purpose.
- b The Original Owner may, in accordance with By-law 34, use any Lot(s) of which it is registered owner as (a) display Lot(s) and/or sales office.
- c Owners and Occupiers of Lots must not permit any auction or garage sale to be conducted or to take place in their Lot or upon the Scheme Land without the prior approval in writing of the Committee.

40 BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act 1997 or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-

- a an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of Owners and Occupiers;
- b an agreement or agreements for the appointment of a Body Corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
- c an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of any Building and Common Property or for the purposes of ensuring the proper performance of the powers, duties, and functions of the Body Corporate and of the Committee of the Body Corporate (including agreements with service contractors and service and maintenance contracts in respect of utility services, landscaping and security systems); and
- d an agreement or agreements for the supply of services to the Buildings and Common Property and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on any Building.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

41 BULK SUPPLY OF UTILITIES

The Body Corporate may at its election supply or engage another person to supply utilities in the parcel and in such case the following will apply:-

- a "Utility" means: electricity, gas, water, cable TV and the like;
- b the Body Corporate has the power to enter into a contract for the purchase of reticulated utility, on the most economical basis, for the whole of the parcel from the relevant authority;
- c the Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the parcel provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or Occupier for supply of the electricity direct from the relevant Electricity Authority;
- d each Owner or Occupier must purchase and use all Utility consumed in the Owner's/Occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- e the Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- f the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- g the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- h in respect of an account which has been rendered pursuant to these by-laws, then a 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;
- i in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) 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 Court of competent jurisdiction; and/or
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
- j the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- k 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 reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

42 EXCLUSIVE USE – CARPARK AND STORAGE AREAS

The Owners of the Lots identified in Schedule E of this Community Management Statement have exclusive use of the areas of Common Property as allocated in Schedule E for the purposes of carparking and storage attaching to the Lots.

The Owners of the relevant Lots shall be responsible for cleaning and maintaining the exclusive use areas attaching to their relevant Lots, to a high standard comparable with the balance Common Property. If a Lot Owner does not maintain the relevant exclusive use area to a comparable high standard then the Body Corporate shall be empowered to arrange for such area to be cleaned and/or maintained to the requisite standard and any costs incurred (including enforcement costs) shall be payable by the relevant Lot Owner.

43 COMPLIANCE WITH DEVELOPMENT APPROVAL CONDITIONS AND OTHER APPROVALS

The Owners, Occupiers and Body Corporate must comply with any conditions of Development Approval affecting the Scheme in so far as same apply to them and, in particular, shall ensure that the landscaping and features of the Scheme Land are maintained in accordance with any relevant Council Development Approval conditions applying to the Scheme Land, including external fencing and screen planting along the perimeter of the Scheme Land and general landscaping (including cultivating growth). The Owners and Occupiers and Body Corporate must also comply, at all times, with:

- a any applicable Council Building Approval conditions (including, for example, fire separation requirements, energy efficiency designs and the like); and
- b any applicable Council Operational Works Approval Conditions (including, for example, stormwater arrangements).

44 SUBMISSION OF MOTIONS

The Committee are empowered to submit motions to general meetings of the Body Corporate.

45 CONDITIONS OF DEVELOPMENT APPROVAL

Notwithstanding any other provision in these By-Laws, the Body Corporate must maintain and repair the building, the designated visitor parking space, manoeuvring areas, the driveway, boundary fences, lighting, any stormwater quality control facility, the bin enclosure, plant areas, screening and all landscaping on the Common Property in accordance with the conditions of the Moreton Bay Regional Council development approval.

46 DEFINITIONS

The following words or expressions have the following meanings where used in these by-laws or elsewhere in this Community Management Statement:

Body Corporate	means the Body Corporate for 73Eight Gympie Road Community Titles Scheme.
Building	means the residential building housing Lots and located on the Scheme Land.
Committee	means the Body Corporate Committee for 73Eight Gympie Road Community Titles Scheme.
Common Property	means the common property in the Scheme.
Lot	means a lot in the Scheme.
Owner or Occupier	means an owner or occupier of a Lot in the Scheme.
Original Architect	means Peninsula Architects or any other architect notified by the Original Owner.
Original Owner	means Strathsind Pty Ltd ACN 613 111 461, its successors and assigns.
Scheme	means 73Eight Gympie Road Community Titles Scheme to which this Community Management Statement applies.
Scheme Land or Parcel	means the Lots and Common Property in the Scheme.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

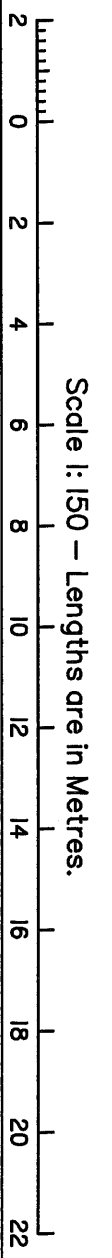
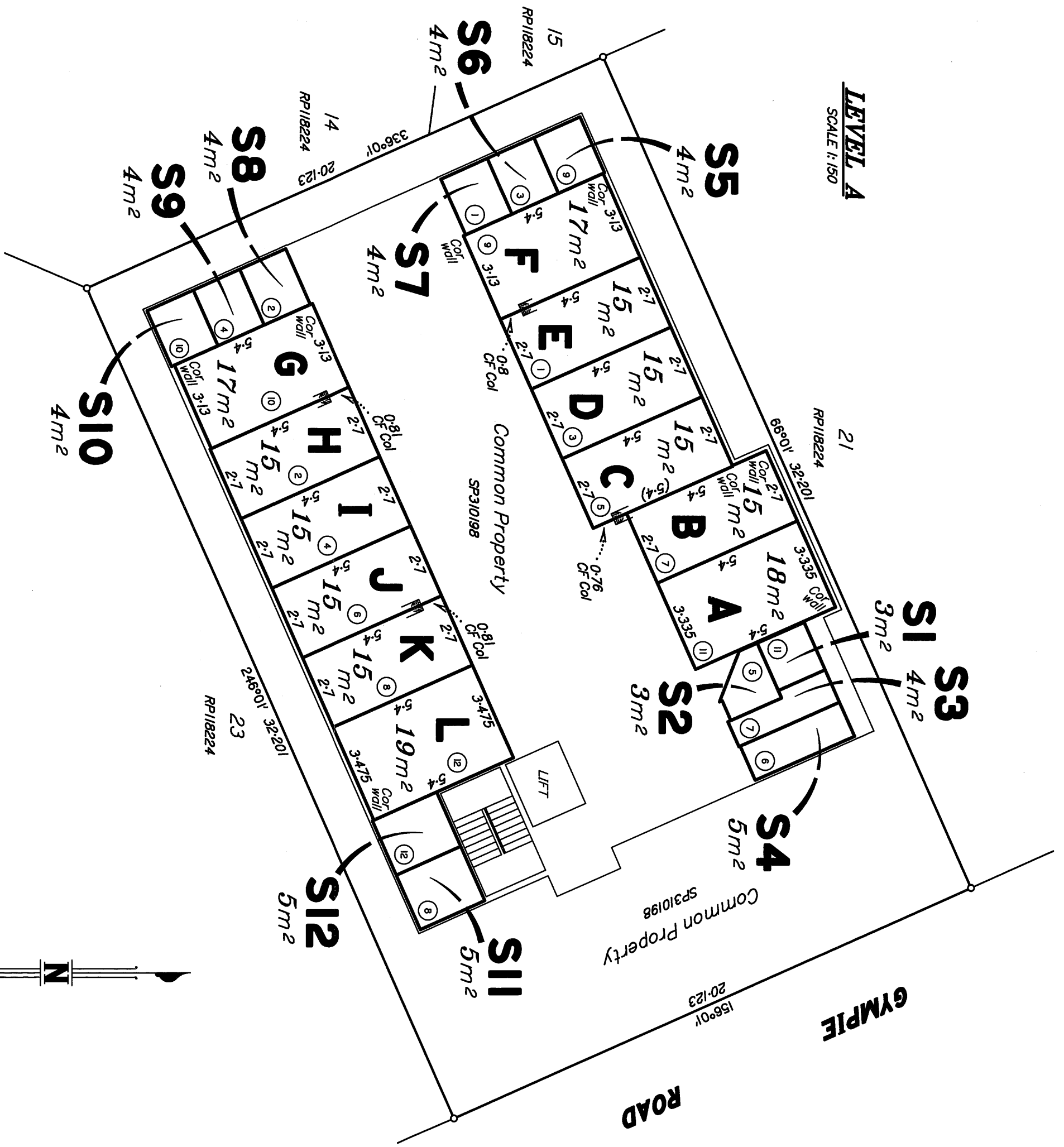
The following statutory easements and utility services under the Land Title Act 1994 apply to the lots and common property in the Scheme:

Lots on Plan or Common Property	Statutory Easement	Service Location Diagram
Common Property	Support, shelter and services	Refer to Plan 'B'
Lots 1 to 12 on SP 284292	Support, shelter and services	Refer to Plan 'B'

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

Lot	Exclusive Use Area	Purpose
Lot 1 on SP 310198	Area E and Area S7 shown on Plan 'A'	Carpark and storage
Lot 2 on SP 310198	Area H and Area S8 shown on Plan 'A'	Carpark and storage
Lot 3 on SP 310198	Area D and Area S6 shown on Plan 'A'	Carpark and storage
Lot 4 on SP 310198	Area I and Area S9 shown on Plan 'A'	Carpark and storage
Lot 5 on SP 310198	Area C and Area S2 shown on Plan 'A'	Carpark and storage
Lot 6 on SP 310198	Area J and Area S4 shown on Plan 'A'	Carpark and storage
Lot 7 on SP 310198	Area B and Area S3 shown on Plan 'A'	Carpark and storage
Lot 8 on SP 310198	Area K and Area S11 shown on Plan 'A'	Carpark and storage
Lot 9 on SP 310198	Area F and Area S5 shown on Plan 'A'	Carpark and storage
Lot 10 on SP 310198	Area G and Area S10 shown on Plan 'A'	Carpark and storage
Lot 11 on SP 310198	Area A and Area S1 shown on Plan 'A'	Carpark and storage
Lot 12 on SP 310198	Area L and Area S12 shown on Plan 'A'	Carpark and storage

LEVEL A
SCALE 1:150



EXCLUSIVE USE PLAN

73Eight
(Level A)


Over Common Property on SP310198
PARISH OF WARNER
County of STANLEY
Scale @ A3 1:150 Date 6/3/2019

Exclusive Use areas are defined
by face of walls or as shown

I, Errol Joseph DELLER, hereby certify that the
details shown on this sketch plan are correct

Cadastral Surveyor
Date 21.3.19

ENDORSED
ACCREDITED
SURVEYOR
"SKETCH OK"
PASSED
DATE 21.3.19

WD  **Surveys**
LICENSED SURVEYORS and
DEVELOPMENT CONSULTANTS

15 ANZAC AVE
REDCLIFFE 4020
P.O. Box 548
REDCLIFFE 4020

Ph: (07) 32841466
Email mail@wdsurveys.com.au

FILE NO. BFP13441C

DWG NO. 19/BFP13441/2B

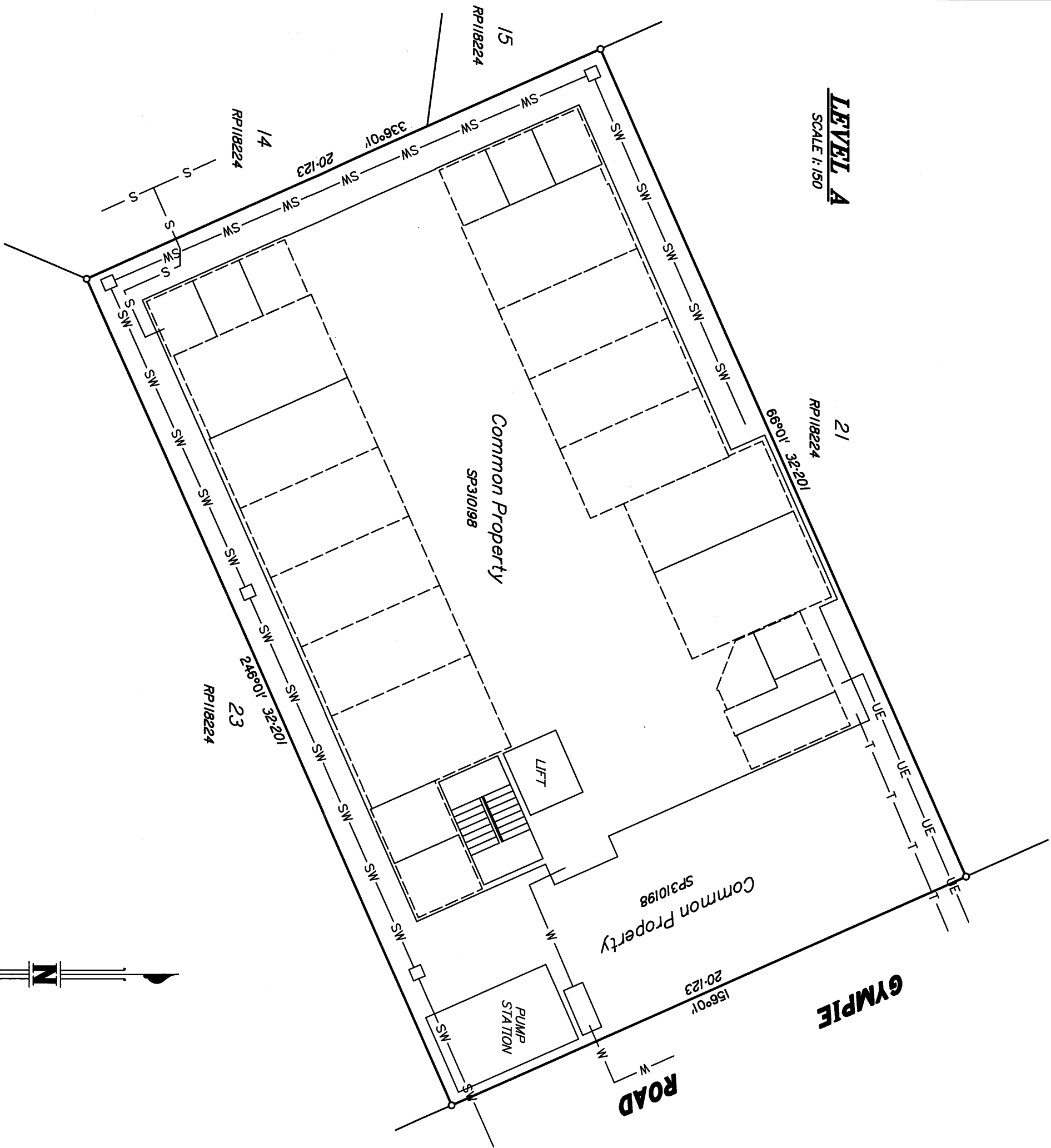
B Name changed.....21.03.19

'73Flight'

PLAN 'B'

Sheet of
1 1

LEVEL A
SCALE 1:150



Scale 1:150 – Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22



**SERVICES LOCATION
DIAGRAM**

Over Common Property on SP310198
PARISH OF WARNER
County of STANLEY
Scale @ A3 1:150 Date 6/3/2019

LEGEND

UE UE UE UE UG ELECT
T T T T TELSTRA
S S S S SEWER
SW SW SW SW STORMWATER
W W W W WATER

LOCATION OF SERVICES AS
SUPPLIED BY REGISTERED
OWNER / BUILDER AND NOT
VERIFIED BY FIELD SURVEY

B Name changed.....21.03.19

FILE NO.
FILE NO. BFP13441C

DWG NO.
19/BFP13441/3B