

GENERAL REQUEST

Duty Imprint

724482756

ing Number

EC 470 \$116.04

12/11/2025 12:00:43

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1. Nature of request

Request to record a new community management statement for the Body Corporate for Surfers Fairways West Community Titles Scheme 11469

Lodger (Name, address, E-mail & phone number)

Grace Lawyers
PO Box 12962
George Street QLD 4003
brenton.schoch@gracelawyers.com.au
07 3102 4120

Lodger Code

2437

2. Lot on Plan Description

Common Property of Surfers Fairways West Community Titles Scheme 11469

Title Reference

19203698

3. Registered Proprietor/State Lessee

Body Corporate for Surfers Fairways West Community Titles Scheme 11469

4. Interest

Not Applicable

5. Applicant

Body Corporate for Surfers Fairways West Community Titles Scheme 11469

6. Request

I hereby request that: the new CMS deposited herewith which amends Schedule E, be recorded as the new Community Management Statement for Surfers Fairways West Community Titles Scheme 11469.

7. Execution by applicant

12/11/2025
Execution Date

Brenton Schoch
Solicitor
Applicant's Solicitor's Signature

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

T 11469

ITED WITH:
L REQUEST; AND

**This statement incorporates and must
include the following:**

- A FORM 18C (IF NO EXEMPTION TO THE
PLANNING BODY CMS NOTATION APPLIES).
A NEW CMS MUST BE LODGED WITHIN THREE (3)
MONTHS OF THE DATE OF CONSENT BY THE BODY
CORPORATE

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 | 2. Regulation module |
| Surfers Fairways West Community Titles Scheme 11469 | Accommodation Module |
-

- | |
|--|
| 3. Name of body corporate |
| Body Corporate for Surfers Fairways West Community Titles Scheme 11469 |
-

- | | |
|--------------------------------|------------------------|
| 4. Scheme land | Title Reference |
| Lot on Plan Description | |
| See Enlarged Panel | |
-

- | | |
|---|--|
| 5. *Name and address of original owner | 6. Reference to plan lodged with this statement |
| Not Applicable | 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')
NOT APPLICABLE PURSUANT TO S. 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT
ACT 1997
-

*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. Consent of body corporate**

See Form 20 – BCCM Execution

Privacy Statement

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SURFERS FAIRWAYS WEST COMMUNITY TITLES SCHEME 11469

4. Scheme Land

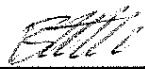
Lot on Plan Description	Title Reference
Common Property of Surfers Fairways West Community Titles Scheme 11469	19203698
Lot 1 in BUP 3698	16000080
Lot 2 in BUP 3698	16000081
Lot 3 in BUP 3698	16000082
Lot 4 in BUP 3698	16000083
Lot 5 in BUP 3698	16000084
Lot 6 in BUP 3698	16000085
Lot 7 in BUP 3698	16000086
Lot 8 in BUP 3698	16000087
Lot 9 in BUP 3698	16000088
Lot 10 in BUP 3698	16000089
Lot 11 in BUP 3698	16000090
Lot 12 in BUP 3698	16000091
Lot 13 in BUP 3698	16000092
Lot 14 in BUP 3698	16000093
Lot 15 in BUP 3698	16000094
Lot 16 in BUP 3698	16000095
Lot 17 in BUP 3698	16000096
Lot 18 in BUP 3698	16000097
Lot 19 in BUP 3698	16000098
Lot 20 in BUP 3698	16000099
Lot 21 in BUP 3698	16000100
Lot 22 in BUP 3698	16000101
Lot 23 in BUP 3698	16000102
Lot 24 in BUP 3698	16000103
Lot 25 in BUP 3698	16000104
Lot 26 in BUP 3698	16000105
Lot 27 in BUP 3698	16000106
Lot 28 in BUP 3698	16000107
Lot 29 in BUP 3698	16000108
Lot 30 in BUP 3698	16000109
Lot 31 in BUP 3698	16000110
Lot 32 in BUP 3698	16000111
Lot 33 in BUP 3698	16000112
Lot 34 in BUP 3698	16000113
Lot 35 in BUP 3698	16000114
Lot 36 in BUP 3698	16000115
Lot 37 in BUP 3698	16000116
Lot 38 in BUP 3698	16000117
Lot 39 in BUP 3698	16000118
Lot 40 in BUP 3698	16000119
Lot 41 in BUP 3698	16000120
Lot 42 in BUP 3698	16000121
Lot 43 in BUP 3698	16000122
Lot 44 in BUP 3698	16000123
Lot 45 in BUP 3698	16000124
Lot 46 in BUP 3698	16000125
Lot 47 in BUP 3698	16000126
Lot 48 in BUP 3698	16000127
Lot 49 in BUP 3698	16000128
Lot 50 in BUP 3698	16000129
Lot 51 in BUP 3698	16000130
Lot 52 in BUP 3698	16000131
Lot 53 in BUP 3698	16000132
Lot 54 in BUP 3698	16000133
Lot 55 in BUP 3698	16000134

Lot 56 in BUP 3698	16000135
Lot 57 in BUP 3698	16000136
Lot 58 in BUP 3698	16000137
Lot 59 in BUP 3698	16000138
Lot 60 in BUP 3698	16000139

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Surfers Fairways West	11469
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature		Signature	
Signer Name	Brenton Schoch	Signer Name	
Signer Authority	Legal Practitioner acting for the Body Corporate	Signer Authority	
Entity (if applicable)	Grace Lawyers	Entity (if applicable)	
Execution Date	12/11/2025	Execution Date	

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate – Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

SCHEDULE A	SCHEDULE OF ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 in BUP 3698	10	10
Lot 2 in BUP 3698	10	10
Lot 3 in BUP 3698	10	10
Lot 4 in BUP 3698	10	10
Lot 5 in BUP 3698	10	10
Lot 6 in BUP 3698	10	10
Lot 7 in BUP 3698	10	10
Lot 8 in BUP 3698	10	10
Lot 9 in BUP 3698	10	10
Lot 10 in BUP 3698	10	10
Lot 11 in BUP 3698	10	10
Lot 12 in BUP 3698	10	10
Lot 13 in BUP 3698	10	10
Lot 14 in BUP 3698	10	10
Lot 15 in BUP 3698	10	10
Lot 16 in BUP 3698	10	10
Lot 17 in BUP 3698	10	10
Lot 18 in BUP 3698	10	10
Lot 19 in BUP 3698	10	10
Lot 20 in BUP 3698	10	10
Lot 21 in BUP 3698	10	10
Lot 22 in BUP 3698	10	10
Lot 23 in BUP 3698	10	10
Lot 24 in BUP 3698	10	10
Lot 25 in BUP 3698	10	10
Lot 26 in BUP 3698	10	10
Lot 27 in BUP 3698	10	10
Lot 28 in BUP 3698	10	10
Lot 29 in BUP 3698	10	10
Lot 30 in BUP 3698	10	10
Lot 31 in BUP 3698	10	10
Lot 32 in BUP 3698	10	10
Lot 33 in BUP 3698	10	10
Lot 34 in BUP 3698	10	10
Lot 35 in BUP 3698	10	10
Lot 36 in BUP 3698	10	10
Lot 37 in BUP 3698	10	10
Lot 38 in BUP 3698	10	10
Lot 39 in BUP 3698	10	10
Lot 40 in BUP 3698	10	10
Lot 41 in BUP 3698	10	10
Lot 42 in BUP 3698	10	10
Lot 43 in BUP 3698	10	10
Lot 44 in BUP 3698	10	10

Lot 45 in BUP 3698	10	10
Lot 46 in BUP 3698	10	10
Lot 47 in BUP 3698	10	10
Lot 48 in BUP 3698	10	10
Lot 49 in BUP 3698	13	13
Lot 50 in BUP 3698	13	13
Lot 51 in BUP 3698	13	13
Lot 52 in BUP 3698	13	13
Lot 53 in BUP 3698	10	10
Lot 54 in BUP 3698	10	10
Lot 55 in BUP 3698	13	13
Lot 56 in BUP 3698	13	13
Lot 57 in BUP 3698	13	13
Lot 58 in BUP 3698	13	13
Lot 59 in BUP 3698	10	10
Lot 60 in BUP 3698	10	10
TOTALS	624	624

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C	BY-LAWS
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1. Vehicles

Save where a By-Law made pursuant to Section 30(7) of the Building Units and Group titles Act 1980 authorises him to do so, a Proprietor or Occupier of a Lot shall not park or stand any motor or other vehicle or any bicycle upon common property except with the consent in writing of the Body Corporate Committee.

2. Private Roads and Other Common Property

The private roadways, pathways, drives and other common property and any Easement giving access to the land shall not be obstructed by any Proprietor or Tenants guests, servants, employees, agents, children, invitees, licensees of a Proprietor or any of them of use by them for any purchase other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. A Proprietor or Occupier of a Lot shall not drive or permit to be driven any motor vehicle in excess of 2 tonnes weight onto or over the Common Property.

3. Noise

- 3.1. A Proprietor shall not make or permit any noise likely to interfere in any way with peaceful enjoyment of other Proprietors of Lots or of any person lawfully using the Common Property. In particular, no Proprietor of a Lot shall hold or permit to be held any social gathering in his Lot which would cause any noise which could unlawfully interfere with the peace and quiet of any other Proprietor of a Lot, at any time of the day or night and in particular, shall comply in all respects with the Noise Abatement Act 1979, as amended;
- 3.2. Any event of any unavoidable noise in a Lot at any time, the Proprietors thereof shall take all practical means to minimise annoyance to other Proprietors of Lots by closing all doors, windows and curtains of his Lot and also such further steps as may be within his power for the same purpose; and
- 3.3. Guests leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when a Proprietor of a Lot returns to the dwelling late at night or in the early mornings hours.

4. Obstruction

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

5. Damage to lawns, etc, on Common Property

A Proprietor or Occupier of a Lot shall not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property
- (b) Except with the consent in writing of the Body Corporate, use for his own purpose as a garden any portion of the Common Property

6. Damage to Common Property

Any Proprietor 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, but this by-law does not prevent a Proprietor or person authorised by him from installing:

- (a) Any locking or other safety device for protection of his Lot against intruders; or
- (b) Any screen or other device to prevent entry of animals or insects upon his Lot PROVIDED THAT the locking or safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Proprietor and does not detract from the amenity of the building, PROVIDED THAT the locking or other safety device or, as the case may be, screen or other device is of such colour and style as approved by the Body Corporate Committee.

7. Behaviour of Invitees

- 7.1. A Proprietor of a Lot which is the subject of a Lease or Licence Agreement or who has been granted an exclusive Licence or special privilege shall take all reasonable steps, including any action available to him to ensure that any Lessee or Licensee or other Occupier of the Lot or their invitees comply with the provisions of the By-Laws;
- 7.2. The duties and obligations imposed by these by-laws on a Proprietor of a Lot shall be observed, not only by the Proprietor but also by the guests, servants, employees, agents, children, invitees, lessees and licensees of such Proprietor;
- 7.3. Where the Body Corporate expends money to make good damage caused by breach of the Act, or these by-laws, by any Proprietor of a Lot or the guests, servants, employees, agents, children, invitees, lessees or licensees of the Proprietor of a Lot or any of them, the Committee of the Body Corporate ('the Committee') shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Proprietor of the Lot at the time when the breach occurred.

8. Proprietor not to Litter

A Proprietor shall not throw or allow to fall or permit to suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passes or skylights, from balconies from the roof or in passage ways of the building or stairways. Any damage or costs for cleaning or repair caused by breach thereof shall be borne by the Proprietor concerned.

9. Depositing Rubbish, etc, on Common Property

A Proprietor of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a Proprietor or Occupier of another Lot or of any person lawfully using the Common Property.

10. Appearance of Building

A Proprietor of a Lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from the Common Property or any other Lot.

11. Storage of Flammable Liquids, etc

- 11.1.** A Proprietor of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his Lot or up-on the Common Property any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gasses 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;
- 11.2.** A Proprietor of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on the parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot on the parcel or the regulations or ordinances of any public authority for the time being in force

12. Garbage Disposal

A Proprietor of a Lot shall:

- (a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the common Property as may be authorised by the Body Corporate in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) Comply with all local by-laws and ordinances relating to the disposal of garbage;
- (c) Ensure that the health, hygiene and comfort of the Proprietor or Occupier of any other Lot is not adversely effected by his disposal of garbage;
- (d) Ensure that any garbage deposited in the garbage chute is securely wrapped;
- (e) Not place any bottles in the garbage chute and shall ensure that any bottles are placed in the garbage room on each level adjacent to the garbage chutes

13. Keeping of Animals

Subject to Section 30(12), a Proprietor of a Lot shall not, without the approval in writing of the Committee, keep any animal upon his Lot or the Common Property.

14. Vehicles

Save where a By-law made pursuant to Section 30(7) authorises him to do so, a Proprietor of a Lot shall not park or stand any motor vehicle in Common Property except with the consent in writing of the Body Corporate.

15. Car Parking

Each Proprietor to whom exclusive use of a car space or spaces has been given shall use his space or spaces for the purpose of car parking only, and shall not litter the same or so use the same as to create a nuisance but otherwise no such Proprietor shall be responsible for the performance of the duty of the Body Corporate under Section 38(1)(b)(i).

16. Car Parking – Rights and Obligations

Each Proprietor who is entitled to the exclusive use and enjoyment of any car park space shall:

- (a) Keep that to which he is entitled to exclusive use tidy and free from litter;
- (b) Use any of the car parking spaces to which he is entitled for the exclusive use for motor vehicle parking and for no other purpose whatsoever;
- (c) Ensure that no motor vehicle parked with the car parking space shall spill or drip oil or other fluids on the floor of the building;
- (d) Ensure that only one motor vehicle at a time is parked with each of the car parking spaces and then only within the demarked confines of each of the car parking spaces;

- (e) Not sound or permit the horn of any motor vehicle to be sounded in the car park unnecessarily or permit any engine to run for any longer than is necessary for the purpose of parking a motor vehicle or gaining access to or egress from the car park.

17. Storage for Manager

The Manager shall be allocated such storage area on the Common Property for the storage of equipment and materials used in the discharge of his caretaking functions as is reasonably necessary for the sale and effective storage of such equipment or material. The Body Corporate shall from time to time allocate and provide such an area which shall be lockable. The Manager shall be entitled to the exclusive possession of the keys to such storage area whilst he is the Manager.

18. Power of Body Corporate Committee

The Body Corporate Committee may make rules relating to the Common Property not inconsistent with these by-laws and the same shall be observed by the Proprietors of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

19. Committee may Employ

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate/

20. By-Laws

Where any Lot or Common Property is leased or rented otherwise than to a Proprietor of a Lot, the Landlord shall cause to be produced to the Tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Building units Plan

21. Window Treatments such as Curtains/Slimline Venetian Blinds

A Proprietor shall not install, renovate or replace curtains, vertical blinds or other window and door covers visible from outside the Lot unless those curtains have white backing, or unless such colour and design have been approved by the Committee. A Proprietor shall not install, remove and/or replace a curtain backing or window treatment 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 treatment used in all Lots have colours that are sympathetic to the tones of the building and present an aesthetic appearance when viewed from outside the building.

22. To Observe By-Laws

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

23. Unlawful Use

All lots shall be utilised as private residences and shall not be utilised for any other 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 within the parcel.

24. Correspondence and requests to the Secretary of the Body Corporate

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

25. Notices

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

26. PABX Cabling

Should the Manager provide a PABX system for the building then insofar as may be reasonably necessary to facilitate operation of the system, the Manager shall be entitled to run cabling and wiring associated with the system across Common Property and for that purpose, shall have a licence to install, lay, use, repair, maintain, and replace cabling and other equipment necessary for the operation of the system throughout the Lots, building and Common Property.

27. External Appearance

27.1 An Owner or Occupier shall not without the consent in writing of the Body Corporate, perform any works or erect any structure in, on or to their lot which will in any way alter the external appearance of the building.

27.2 Unless the prior written consent of the Body Corporate has been obtained, any outdoor blind installed by an Owner or Occupier (pursuant to by-law 27.1 and 31.1) must:

- (a) Be of 'Zipscreen' design;
- (b) For consistency with the colours of the Scheme building, have a frame:
 - (i) In the colour 'Anodised Bronze' if manufactured by Zipscreen; or
 - (ii) In a colour the same as 'Anodised Bronze' from Zipscreen, if manufactured by another company (the colour requires the consent of the Body Corporate prior to installation); and
- (c) For consistency with the colours of the Scheme building, have a screen:
 - (i) In the colour 'Anodised Bronze' or 'Black' if manufactured by Zipscreen; or
 - (ii) A colour the same as 'Anodised Bronze' or 'Black' from Zipscreen, if manufactured by another company. This colour requires the consent of the Body Corporate prior to installation.

The purpose of this by-law is to ensure so far as practicable, that blinds installed on the exterior of the building are the same or similar in appearance to those presently installed to provide a uniform appearance when viewed from outside the building.

28. Maintenance of Lots

Each Proprietor shall be responsible for the maintenance of his Lot and shall ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot Owners through the accumulation of excess rubbish or otherwise.

29. Rules

The Body Corporate Committee may, from time to time, make rules relating to the use of swimming pools, toilets, barbeque areas, car wash bays, the garage doors in the basement of the building and any other facilities on, in or about the Common Property (and areas adjacent thereto), not inconsistent with these by-laws and the same shall be observed by the Proprietor unless and until they have been revoked, amended or altered by a majority resolution at a general meeting of the Body Corporate.

30. Aerials

Outside wireless and television aerials and satellite dishes (or similar devices) may not be erected without written permission of the Committee.

31. Alterations/Renovations to Lot

31.1 An Owner or Occupier must not, except with the consent in writing of the Body Corporate, make, undertake or permit to be made or undertaken:

- (a) Any work which alters the external appearance of a Lot;
- (b) Any structural alteration to a Lot;

- (c) Any alteration to gas, water or electrical installation;
- (d) Any enclosure in any manner whatsoever;
- (e) Any installation or a wireless television aerial outside a Lot;
- (f) Any layering or relaying of exterior flooring (including, without limitation, tiling and decking) outside of a Lot or balcony;
- (g) Any painting or affixing of signs, advertisements, notices or posters to or on any part of a Lot which is visible outside the Lot;
- (h) Any erection of external blinds; or
- (i) Any installation of insect screens or shutters on doors or window which are visible from outside a Lot.

31.2 Prior Approval

Prior to seeking approval from the Body Corporate for any alteration or addition to a Lot of the kind described in by-law 31.1 (a) – (d), the Owner seeking consent must supply details of the proposed renovations to the Manager of whom will then liaise with the Committee. The details of the proposed work must include:

- (a) Detailed plans (of the changes) and detailed engineering plans and, if requested by the Committee, any relevant certification;
- (b) Detailed descriptions of the proposed renovations (for example plumbing, cables and wiring, flooring, installing air conditioning and alike);
- (c) All relevant local authority approvals;
- (d) All contractors' names, registration, licenses and valid insurance details for each contractor performing the proposed work;
- (e) Copy of the certificate of currency of insurance from the trades people performing the work;
- (f) Expected commencement and completion dates for proposed works;
- (g) If the work includes alterations to the original layout, or structural alterations of any kind, then the Owner must provide at the Owner's expense. A certificate from a registered structural engineer, independent of the Owner and approved by the Committee in favour of the Body Corporate, certifying that the works will not effect the structural integrity of the building; and
- (h) Any additional information reasonably requested by the Committee.

31.3 Exterior Flooring/Tiling

Prior to seeking approval from the Body Corporate for any alteration, renovation or addition to a Lot of the kind described in by-law 31.1 (e), the Owner seeking consent must supply details of the work to the Manager of whom will then liaise with the Committee. The details of the proposed work must include:

- (a) A written undertaking from the Owner that the existing exterior flooring and any under laying screed or bedding will be completely removed prior to the laying of any new flooring or tiling;
- (b) All contractors' names, registration, licences and valid insurance details for each contractor performing the proposed work;
- (c) Detailed description of the type, brand and category of waterproofing membrane that will be applied prior to the laying of the new flooring;
- (d) Written certificate from a Queensland qualified water proofer that the surface preparation and waterproofing material proposed to be installed on the Lot fully complies with all relevant Building Codes and completely prevents moisture penetration;

- (e) Detailed description of the type, colour, composite material, slip rating and thickness of the proposed flooring; and
- (f) Any additional information reasonably requested by the Committee (i.e. photographs or tile samples) in order to be able to ensure the buildings appearance is kept in uniform and colour tone.

31.4 Notice

Prior to undertaking the alterations or renovations the Owner or Occupier must:

- (a) Give notice in writing to the Body Corporate seven (7) days prior to commencing the work so that Owners and Occupiers may be informed;
- (b) Provide one (1) business day notice to the Body Corporate prior to any material being moved through any Common Property area.

31.5 Noise

In addition to by-law 3, when undertaking any work itemised in by-law 31.1 (following receipt of approval from the Body Corporate) the Owner must:

- (a) Ensure all activities involving noise and/or vibration by way of, for example, drilling, cutting, jackhammering or grinding is concentrated into as short a time as possible. For the avoidance of doubt, activities involving noise and/or vibration are not permitted or approved by the committee outside the hours of 8:30am – 4:30pm Monday to Friday; and
- (b) Ensure that no building work or trade work is performed before 9.00am and after 4:00pm on Saturdays and at not time on Sunday or public holidays.

31.6 Safety Standards and Compliance

When undertaking any work itemised in by-law 31.1, the Owner must at all times ensure:

- (a) That the work is and will be conducted in accordance with the Building Code Australia (BCA), relevant Australian Standards, all relevant laws and regulations, codes of practice and these nu-laws;
- (b) That the work is carried out solely by qualified and appropriately insured contractors whose details have been provided to the Committee in accordance with by-law 31.2 as applicable'
- (c) The Work, Health and Safety laws are complied with including:
 - (A) Preparation of safety documentation such as Work Method Statement ("WMS") for any high-risk work (the WMS must be signed and dated by each contractor/s undertaking the work);
 - (B) Implementation of adequate processes and procedures for the management and reduction of any risk associated with the proposed work; and
 - (C) Holding adequate public liability insurance and if applicable, workers compensation insurance and provide to the Committee proof of a Public Liability Policy on request;
- (d) That the operation of all fire safety equipment in the Lot are not impeded in any way by the Lot renovations or alteration and, if requested by the Committee, the Owner shall at the conclusion of the works provided to the Body Corporate with a fire safety inspection certificate.
- (e) Ensure that contractors and/or their agents do not store equipment and/or materials on any part of the common property without the Committee or Manager's written consent, any shall use any designated area marked with an exclusion/safety zone bunting by the Manager for such purposes.
- (f) Following completion of any alteration or addition to a Lot of the kind described in by-law 31.1, the Owner or Occupier must have the work inspected and approved by a qualified builder or, where applicable, a duly qualified water proofer. A copy of a duly completed certificate or approval and/or compliance and photo evidence must be provided to the Committee within seven (7) days of completion if so requested.

31.7 Rubbish and General Cleanliness

When undertaking alterations or renovations to Lots, Owners must:

- (a) Direct and ensure that all trade waste associated with any renovation work is removed from Scheme Land by the contractor concerned and shall not use the Body Corporate rubbish/communal bins or trolleys;
- (b) Comply with all Local Council laws and ordinances about disposal of garbage;
- (c) Ensure that contractors and or their agents shall only use the designated car space area for the collection of rubbish marked with an exclusion zone/safety zone bunting by the Manager if a garbage skip is not in use; and
- (d) Ensure that no dirt, dust, rubbish or marks are left on, or damage is caused to, the common property (including without limitation, lifts, parking areas, and foyers) and ensure that the areas of common property that are accessed because of the renovations or alterations are kept clean and tidy after use.

31.8 Use of Lifts

- (a) An Owner must do all things reasonably necessary to ensure that no contractors and/or their agents use the passenger lifts for transporting any of the following items without the Body Corporate's prior consent:
 - (i) Furniture, plants, equipment, building materials or any other bulky item;
 - (ii) Any commercial trolley or materials.
- (b) The passenger lifts must be available for use by Owners, Occupiers, Invitees and agents at all reasonable times unless otherwise agreed in writing by the Committee or Manager.

31.9 Trade/Delivery Vehicles and Parking

When undertaking alterations or renovations to Lots, Owners must:

- (a) Ensure that building materials are only delivered or removed from the Lot between the hours of 8.30am and 4.30pm, Monday to Friday and between 9.00am and 4.00pm, on Saturdays. No deliveries or removals are permitted on Sundays or public holidays;
- (b) Ensure that their trade/delivery driver does not obstruct Vehicles from entering or leaving Common Property;
- (c) Direct contractors and their employees to park only in the resident car park assigned to its respective Lot only within the specified working times in 31.9 (a)(i) above. All trade/delivery vehicles must be moved to the street or golf club car park when attending the Scheme outside the specified working hours.

31.10 Costs

- (a) The Owner accepts all risk and responsibility for any injury caused or suffered by contractors or other Invitees engaged by the Owner while on Scheme Land.
- (b) In accordance with the provisions of the Act, if there is any damage to the Common Property as a result of the alterations or renovations undertaken by an Owner, that Owner must pay to the Body Corporate the cost of repairing the Common Property. Such costs will be recoverable from the Owner as a liquidated debt.

31.11 Air Conditioners

- (a) In order to maintain the installation and operation of air conditioning units in all Lots to the highest standard, all future air conditioner installations and repairs must meet the following criteria:
 - (i) A detailed design plan plus unit specification must be submitted to the Committee for written approval before the installation of an air conditioner can commence;
 - (ii) The air conditioner unit must have a maximum power consumption of less than 10 amps and must be pumped back to the plumbing waste or connected into the piping provided by the Body Corporate;

- (iii) The air conditioner noise level must not exceed a maximum of 5 decibels above back ground noise (maximum average present back ground noise has been measured of 50 decibels) and must not drip over the balcony onto other balconies of Lots within the Scheme;
 - (iv) The outdoor compressor unit must have a powder coat paint finish, and interior surfaces rust proofed (inclusive of all assembly screw, nuts and bolts). The external compressor unit may be repainted by the Body Corporate if and when the building is painted;
 - (v) The Owner must indemnify the Body Corporate against any damage to persons or property arising from the installation of the air conditioning unit and furnish to the Body Corporate proof of a Public Liability Policy prior to the commencement of the installation;
 - (vi) All costs relating to the air conditioner installation and the future operation of the unit inclusive of condensate pump, additional noise attenuation materials if required plus other ancillary items inclusive of additional safety fixings deemed necessary for high wind conditions as may be nominated by the Committee are the sole responsibility of the Owner; and
 - (vii) The Owner must ensure that the air conditioner is in first class working condition and appearance at all times and failure to maintain the unit to the appropriate standard may result in the removal of the air conditioner by the Body Corporate at the expense of the unit owner.
- (b) If reasonably required by the Committee, the Lot Owner must arrange for the air conditioning and external compressor unit to be inspected by an air conditioning technician nominated by the committee. The inspection fee plus any additional fees charged by the independent technician in the performance of his/her duty to the Body Corporate is to be paid direct by the Owner to the inspecting technician nominated by the Committee. The inspection fee plus any additional fees charged by the independent technician in the performance of his/her duty to the Body Corporate is to be paid direct by the Owner to the inspecting technician.

32. Signs

The Proprietor of Lots shall not paint, affix or display any sign, advertisement, notices, posters, placards, banners or like material to or on any part of the building nor do anything to vary the external appearance of their Lots without the prior consent of the Committee provided always that Proprietors may without the consent of the Committee display "open for inspection" signs in areas designated by the Body Corporate Committee for that purpose and then only during such time as the Lot or Lots are open for inspection.

33. Instruction of Contractors

The Proprietors of Lots shall not directly instruct any contractors or workman employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the caretaker (if any) or alternatively to a Committee Person of the Body Corporate.

34. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Proprietor or Occupier of the Lot at his expense with new glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit a Proprietor from making a claim on any applicable Body Corporate insurance.

35. Water wastage

The Proprietor of a Lot shall not waste water and shall see that all water taps in his Lot are promptly turned off after use.

36. Use of Appurtenances

The water closet 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 substances shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closet conveniences, water apparatus, waste pipes and drains from misuse or negligence of a Proprietor or his tenants, lessees, servants, agents, licensees, or invitees shall be borne by such Proprietor whether the same is caused by his own actions or those of his tenants, lessees, servants, agents, licensees or invitees.

37. Notice of Accident to be Given

A Proprietor of a Lot shall give the Committee or the Caretaker (if any) prompt notice of any accident or defect in his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary

38. Vermin

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

39. Storage

All Proprietors shall store empty bottles, boxes, used containers and similar items tidily and so far as possible out of sight.

40. Infectious Disease

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinances happening in any Lots the Proprietors of such Lots shall give written notice thereof and any other information which may be required relative hereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the Lot or in replacing any article or things the destruction of which may be rendered necessary by such disease.

41. Auction sale

Proprietors shall not permit any auction sale of lots, furniture, furnishings or chattels to be conducted or to take place upon any Lot or the Common Property without written consent of the Committee.

42. Furniture and trade materials, delivery and removal

Each Proprietor of a Lot shall ensure that all deliveries of furniture and furnishings and trade materials to and from the building shall be made only through the basement, car park and not the main foyer and that notice is given to the Caretaker prior to any moving and the same must be done in the manner and at the time directed by the Caretaker or the Body Corporate Committee. Removals shall not be permitted at times which are considered unreasonable by the Caretaker or the Body Corporate Committee.

43. Inspection

Upon one (1) day's notice in writing (or without notice in the event of an emergency) the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and to check any electrical or water installations or equipment therein and to trace and repair any leakage or defects in the said installation or equipment (at the expense of the Proprietor of his servants tenants, lessees, agents, licensees or invitees). If not so permitted, they may affect any entry. The committee in exercising this power shall ensure its servants, agents, agents, and employees cause as little inconvenience to such proprietor as it is reasonable in the circumstances.

44. Locking of doors and windows

All doors and windows of a Lot shall be securely fastened on all occasions when the same are left unoccupied and the Committee reserves its right to enter and fasten the same if left insecurely fastened.

45. Swimming Pool**45.1.** The swimming pool is only to be used by:

- (a) An Occupier; or
- (b) An Invitee when in the presence of an Occupier.

45.2. Without the prior written approval of the Committee or the Body Corporate, children under the age of thirteen (13) years must not use the swimming pool, unless accompanied by an adult exercising effective control.

45.3. Without the prior written approval of the Committee or the Body Corporate, the swimming pool must not be used between the hours of 10:00pm and 7:00am.

45.4. An Occupier or Invitee must:

- (a) Obey any lawful direction given to them by the Committee or the Body Corporate in respect of the swimming pool;
- (b) Use the swimming pool in accordance with any limitations and conditions imposed by the Gold Coast City Council and/or the Government;
- (c) Exercise caution at all times when using the swimming pool;
- (d) Not run, jump, dive, splash or bomb in the swimming pool area;
- (e) Close the doors/gates to the swimming pool immediately after entry and/or exit;
- (f) Not interfere unreasonably with another person's use or enjoyment of the swimming pool;
- (g) Use reasonable endeavours to keep the swimming pool area in a clean and tidy state;
- (h) Not take alcoholic beverages, food and/or glassware into the swimming pool area;
- (i) Not bring an animal into the swimming pool area, unless that person has a right to be accompanied by a guide, hearing or assistance dog under the Guide, Hearing and Assistance Dogs Act 2009;
- (j) Remove their garbage from the swimming pool area, unless using the garbage bins provided (if any);
- (k) Not operate, adjust, remove or interfere with the operation of any equipment associated with the swimming pool, without the prior written approval of the Committee or the Body Corporate; and/or
- (l) Not add any chemical or substances to the swimming pool without the prior written approval of the Committee or the Body Corporate.

46. Body Corporate to enter into Letting Agreement

The Body Corporate is empowered to enter into Letting Agreements from time to time with the Proprietor or Occupier in the Building or in the adjoining Surfers Fairways East Building on such terms and conditions as the Body Corporate deems fit in order to allow for the conduct of letting activities for the Proprietors who so wish to avail themselves to the Letting Agent's service.

47. Maintenance of swimming pool

A Proprietor of a Lot shall not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

48. Security

The Committee may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these by-laws and without limiting the generality of the foregoing may:

- (a) Close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any such part of the Common Property;
- (b) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Proprietors generally) as a means of monitoring the security and general safety of the parcel;
- (c) Obtain, install and maintain locks, alarms, communication systems and other security devices.

49. Security keys

- 49.1.** If the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of Proprietors or Occupiers to any part of the Common Property by means of a lock or similar security device may make such a number of keys or operating systems as it determines available to Proprietors free of charge and thereafter may at its discretion make additional numbers thereof available to Proprietors on payment of such reasonable charge thereof as may be determined from time to time by the Body Corporate.
- 49.2.** A Proprietor of a Lot to whom any key or operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take all reasonable precautions (which shall include an appropriate covenant in any Lease or Licence of a Lot to such Proprietor) to ensure return thereof to the Proprietor or the Body Corporate upon the Occupier ceasing to be an Occupier.
- 49.3.** A Proprietor of a Lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to another person other than another Proprietor or Occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- 49.4.** A Proprietor of a Lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- 49.5.** Any consent or approval given by the Body Corporate pursuant to these by-laws, shall, if practicable, be revokable upon notice to the Proprietor or Occupier for the time being having the benefit of such consent or approval.

50. Recovery of Money from Proprietors

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 Proprietor or Occupier (which expression shall for the purpose of the by-laws include any former Proprietor or Occupier of the relevant Lot) due to a default by that Proprietor or Occupier in the payment of any money to the Body Corporate or a breach of the by-laws applicable to the Building Units Plan, such Proprietor or Occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt due and payable by the Proprietor or Occupier to the Body Corporate.

51. Interest

- 51.1.** If a contribution levied under Section 32 of the Building Units & Group titles Act 1980 is unpaid thirty days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by Ordinary Resolution in general meeting from time to time;
- 51.2.** If at the time a person becomes a Proprietor of a Lot another person is liable in respect of the Lot to pay interest on a contribution, the Proprietor is jointly and severally liable with the other person for the payment of the interest. The amount of any interest is recoverable by the Body Corporate as a Liquidated debt.

52. Fire Regulation

The firehoses contained in or about the Common Property shall not be used by a Proprietor or Occupier of a Lot other than in the case of an emergency, all stairways including the fire stairways shall be kept in a clean and tidy condition at all times. Proprietors or Occupiers shall not use fire cupboards for storage or any other purposes.

53. Storage Spaces

These Proprietors who are entitled to storage areas shall keep the said areas tidy and free from litter and shall not use the areas as a repository for Proprietors' long-term storage requirements.

54. Interpretation

For the purpose of these by-laws, words importing any number or general or a person shall include any other number or person whether natural or otherwise.

55. Exclusive use – car spaces

The Proprietors of two bedroom units in the building shall be entitled to the exclusive use for himself and his licensees of the car space or spaces the identifying number or numbers of which shall be notified in writing by Sports City Pty Ltd to the Council of the Body Corporate within twelve (12) months after the date of registration of the Building Units Plan provided that in respect of those car spaces allocated pursuant to this by-law, the Council is hereby authorised to vary the allocation so made and to transpose car spaces allocated pursuant to this by-law, the Council is hereby authorised to vary the allocation so made and to transpose car spaces from one unit to another unit at any time and from time to time on the written request of the Proprietors of the Units involved (Refer to Plan "A" in schedule E for identification of areas).

Conversion to New Legislation

For the purposes of the operation of these by-laws under the Body Corporate and Community management Act 1997, the following provisions shall apply:

- a. Any reference to the "Proprietor/s" of a Lot shall be read as meaning the "owner/s" of the said Lot;
- b. Any reference to a Section under the Building Units and Group Titles Act 1980 (as amended) shall include and refer to the section under the Body Corporate and Community Management Act 1997 and the Regulation module for the Scheme (as described in Item 2 of the Community Management Statement to which these by-laws are annexed) which deal with the same of substantially similar matters: and
- c. A reference to "the Building Units Plan" shall include and refer to Community Titles Scheme 11469.

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

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use Areas	Use
Lot 25 in BUP 3698	Area "16" on annexed plan marked "A"	Car Space
Lot 29 in BUP 3698	Area "5" on annexed plan marked "A"	Car Space
Lot 33 in BUP 3698	Area "12" on annexed plan marked "A"	Car Space
Lot 41 in BUP 3698	Area "6" on annexed plan marked "A"	Car Space
Lot 45 in BUP 3698	Area "11" on annexed plan marked "A"	Car Space
Lot 49 in BUP 3698	Area "1" on annexed plan marked "A"	Car Space
Lot 50 in BUP 3698	Area "2" on annexed plan marked "A"	Car Space
Lot 51 in BUP 3698	Area "3" on annexed plan marked "A"	Car Space
Lot 52 in BUP 3698	Area "4" on annexed plan marked "A"	Car Space
Lot 53 in BUP 3698	Area "7" on annexed plan marked "A"	Car Space
Lot 54 in BUP 3698	Area "8" on annexed plan marked "A"	Car Space
Lot 55 in BUP 3698	Area "13" on annexed plan marked "A"	Car Space
Lot 56 in BUP 3698	Area "15" on annexed plan marked "A"	Car Space
Lot 57 in BUP 3698	Area "9" on annexed plan marked "A"	Car Space
Lot 58 in BUP 3698	Area "10" on annexed plan marked "A"	Car Space
Lot 59 in BUP 3698	Area "14" on annexed plan marked "A"	Car Space

