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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 32
Duty Imprint

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03/10/2025 11:26

BE 470

1. Nature of request

Request to record new Community Management Statement for Biarritz Community Titles Scheme 10247

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

Tallay Law
Tel: 07 55 355 235
Email: info@tallaylaw.com

Lodger Code

2. Lot on Plan Description

Common Property of Biarritz Community Titles Scheme 10247

Title Reference

19204944

3. Registered Proprietor/State Lessee

Body Corporate for Biarritz Community Titles Scheme 10247

4. Interest

Not Applicable

5. Applicant

Body Corporate for Biarritz Community Titles Scheme 10247

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C be recorded as the new Community Management Statement for the Body Corporate for Biarritz Community Titles Scheme 10247.

7. Execution by applicant

1/10/2025
Execution Date

Applicant's or Solicitor's Signature

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

ELISHA MAY HODGSON
SOLICITOR

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THIS CMS MUST BE DEPOSITED WITH:

10247

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 (including number) of CTS

Biarritz Community Titles Scheme 10247

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Biarritz Community Titles Scheme 10247

4. Scheme Land

Lot on Plan Description	Title Reference
See Enlarged Panel	19204944

5. Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement (if applicable)

Not Applicable

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

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

N/A

*If there is no exemption, 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
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

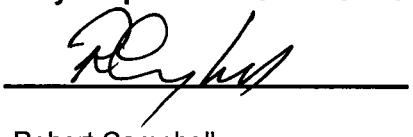
QUEENSLAND TITLES REGISTRY
Body Corporate and Community Management Act 1997, Land Title Act 1994, Land Act 1994, Acquisition of Land Act 1967

BCCM EXECUTION / RELEVANT CERTIFICATE

1. Community Titles Scheme (CTS) Name	CTS Number
Biarritz	10247

2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation	CMS

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

Signature		Signature	
Signer Name	Robert Campbell	Signer Name	John Gilbert
Signer Authority	Chairperson	Signer Authority	Ordinary Committee Member
Entity (if applicable)	Body Corporate for Biarritz CTS 10247 as per Motion 10 AGM 22 August 2025	Entity (if applicable)	Body Corporate for Biarritz CTS 10247 as per Motion 10 AGM 22 August 2025
Execution Date	18.9.2025	Execution Date	18.9.2025

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

ENLARGED PANEL

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Biarritz Community Titles Scheme 10247	Ward	Gilston	19204944
Lot 1 in BUP 4944	Ward	Gilston	16295125
Lot 2 in BUP 4944	Ward	Gilston	16295126
Lot 3 in BUP 4944	Ward	Gilston	16295127
Lot 4 in BUP 4944	Ward	Gilston	16295128
Lot 5 in BUP 4944	Ward	Gilston	16295129
Lot 6 in BUP 4944	Ward	Gilston	16976119
Lot 7 in BUP 4944	Ward	Gilston	16943143
Lot 8 in BUP 4944	Ward	Gilston	16295132
Lot 9 in BUP 4944	Ward	Gilston	16976120
Lot 10 in BUP 4944	Ward	Gilston	16976121
Lot 11 in BUP 4944	Ward	Gilston	16295135
Lot 12 in BUP 4944	Ward	Gilston	16295136
Lot 13 in BUP 4944	Ward	Gilston	16295137
Lot 14 in BUP 4944	Ward	Gilston	16295138
Lot 15 in BUP 4944	Ward	Gilston	16295139
Lot 16 in BUP 4944	Ward	Gilston	16295140
Lot 17 in BUP 4944	Ward	Gilston	16295141
Lot 18 in BUP 4944	Ward	Gilston	16295142
Lot 19 in BUP 4944	Ward	Gilston	16295143
Lot 20 in BUP 4944	Ward	Gilston	16295144
Lot 21 in BUP 4944	Ward	Gilston	16295145
Lot 22 in BUP 4944	Ward	Gilston	16295146
Lot 23 in BUP 4944	Ward	Gilston	16295147
Lot 24 in BUP 4944	Ward	Gilston	16295148
Lot 25 in BUP 4944	Ward	Gilston	16295149
Lot 26 in BUP 4944	Ward	Gilston	16295150
Lot 27 in BUP 4944	Ward	Gilston	16976122
Lot 28 in BUP 4944	Ward	Gilston	16295152
Lot 29 in BUP 4944	Ward	Gilston	16295153
Lot 30 in BUP 4944	Ward	Gilston	16295154
Lot 31 in BUP 4944	Ward	Gilston	16295155
Lot 32 in BUP 4944	Ward	Gilston	16295156
Lot 33 in BUP 4944	Ward	Gilston	16976123
Lot 34 in BUP 4944	Ward	Gilston	16295158
Lot 35 in BUP 4944	Ward	Gilston	16295159
Lot 36 in BUP 4944	Ward	Gilston	16295160
Lot 37 in BUP 4944	Ward	Gilston	16295161
Lot 38 in BUP 4944	Ward	Gilston	16295162
Lot 39 in BUP 4944	Ward	Gilston	50143631

Description of Lot	County	Parish	Title Reference
Lot 40 in BUP 4944	Ward	Gilston	16295164
Lot 41 in BUP 4944	Ward	Gilston	16295165
Lot 42 in BUP 4944	Ward	Gilston	16295166
Lot 43 in BUP 4944	Ward	Gilston	18187048
Lot 44 in BUP 4944	Ward	Gilston	16295168
Lot 45 in BUP 4944	Ward	Gilston	16295169
Lot 46 in BUP 4944	Ward	Gilston	16976124
Lot 47 in BUP 4944	Ward	Gilston	16295171
Lot 48 in BUP 4944	Ward	Gilston	16295172
Lot 49 in BUP 4944	Ward	Gilston	16295173
Lot 50 in BUP 4944	Ward	Gilston	16976125
Lot 51 in BUP 4944	Ward	Gilston	16976126
Lot 52 in BUP 4944	Ward	Gilston	16295176
Lot 53 in BUP 4944	Ward	Gilston	16295177
Lot 54 in BUP 4944	Ward	Gilston	16295178
Lot 55 in BUP 4944	Ward	Gilston	16295179
Lot 56 in BUP 4944	Ward	Gilston	16295180
Lot 57 in BUP 4944	Ward	Gilston	16295181
Lot 58 in BUP 4944	Ward	Gilston	16295182
Lot 59 in BUP 4944	Ward	Gilston	16295183
Lot 60 in BUP 4944	Ward	Gilston	16295184
Lot 61 in BUP 4944	Ward	Gilston	16295185
Lot 62 in BUP 4944	Ward	Gilston	16295186
Lot 63 in BUP 4944	Ward	Gilston	16295187
Lot 64 in BUP 4944	Ward	Gilston	16295188
Lot 65 in BUP 4944	Ward	Gilston	16295189
Lot 66 in BUP 4944	Ward	Gilston	16295190
Lot 67 in BUP 4944	Ward	Gilston	16976127
Lot 68 in BUP 4944	Ward	Gilston	16295192
Lot 69 in BUP 4944	Ward	Gilston	16295193
Lot 70 in BUP 4944	Ward	Gilston	16976128
Lot 71 in BUP 4944	Ward	Gilston	16976129
Lot 72 in BUP 4944	Ward	Gilston	16295196
Lot 73 in BUP 4944	Ward	Gilston	16295197
Lot 74 in BUP 4944	Ward	Gilston	16295198
Lot 75 in BUP 4944	Ward	Gilston	16295199
Lot 76 in BUP 4944	Ward	Gilston	16295200
Lot 77 in BUP 4944	Ward	Gilston	16295201
Lot 78 in BUP 4944	Ward	Gilston	16976130
Lot 79 in BUP 4944	Ward	Gilston	16295203
Lot 80 in BUP 4944	Ward	Gilston	16295204
Lot 81 in BUP 4944	Ward	Gilston	16295205
Lot 82 in BUP 4944	Ward	Gilston	16976131
Lot 83 in BUP 4944	Ward	Gilston	16295207

Description of Lot	County	Parish	Title Reference
Lot 84 in BUP 4944	Ward	Gilston	16295208
Lot 85 in BUP 4944	Ward	Gilston	16295209
Lot 86 in BUP 4944	Ward	Gilston	16976132
Lot 87 in BUP 4944	Ward	Gilston	16295211
Lot 88 in BUP 4944	Ward	Gilston	16295212
Lot 89 in BUP 4944	Ward	Gilston	16295213
Lot 90 in BUP 4944	Ward	Gilston	16976133
Lot 91 in BUP 4944	Ward	Gilston	16976134
Lot 92 in BUP 4944	Ward	Gilston	16295216
Lot 93 in BUP 4944	Ward	Gilston	16295217
Lot 94 in BUP 4944	Ward	Gilston	16295218
Lot 95 in BUP 4944	Ward	Gilston	16295219
Lot 96 in BUP 4944	Ward	Gilston	16295220
Lot 97 in BUP 4944	Ward	Gilston	16295221
Lot 98 in BUP 4944	Ward	Gilston	16295222

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in BUP 4944	3	3
Lot 2 in BUP 4944	4	4
Lot 3 in BUP 4944	4	4
Lot 4 in BUP 4944	6	6
Lot 5 in BUP 4944	5	5
Lot 6 in BUP 4944	4	4
Lot 7 in BUP 4944	4	4
Lot 8 in BUP 4944	6	6
Lot 9 in BUP 4944	5	5
Lot 10 in BUP 4944	4	4
Lot 11 in BUP 4944	4	4
Lot 12 in BUP 4944	6	6
Lot 13 in BUP 4944	5	5
Lot 14 in BUP 4944	4	4
Lot 15 in BUP 4944	4	4
Lot 16 in BUP 4944	6	6
Lot 17 in BUP 4944	5	5
Lot 18 in BUP 4944	4	4
Lot 19 in BUP 4944	4	4
Lot 20 in BUP 4944	6	6
Lot 21 in BUP 4944	5	5
Lot 22 in BUP 4944	4	4
Lot 23 in BUP 4944	4	4
Lot 24 in BUP 4944	6	6
Lot 25 in BUP 4944	5	5
Lot 26 in BUP 4944	4	4
Lot 27 in BUP 4944	4	4
Lot 28 in BUP 4944	6	6
Lot 29 in BUP 4944	5	5
Lot 30 in BUP 4944	4	4
Lot 31 in BUP 4944	4	4
Lot 32 in BUP 4944	6	6
Lot 33 in BUP 4944	5	5
Lot 34 in BUP 4944	4	4
Lot 35 in BUP 4944	4	4
Lot 36 in BUP 4944	6	6
Lot 37 in BUP 4944	5	5
Lot 38 in BUP 4944	4	4
Lot 39 in BUP 4944	4	4
Lot 40 in BUP 4944	6	6
Lot 41 in BUP 4944	5	5

Lot on Plan	Contribution	Interest
Lot 42 in BUP 4944	4	4
Lot 43 in BUP 4944	4	4
Lot 44 in BUP 4944	6	6
Lot 45 in BUP 4944	5	5
Lot 46 in BUP 4944	4	4
Lot 47 in BUP 4944	4	4
Lot 48 in BUP 4944	6	6
Lot 49 in BUP 4944	5	5
Lot 50 in BUP 4944	4	4
Lot 51 in BUP 4944	4	4
Lot 52 in BUP 4944	6	6
Lot 53 in BUP 4944	5	5
Lot 54 in BUP 4944	4	4
Lot 55 in BUP 4944	4	4
Lot 56 in BUP 4944	6	6
Lot 57 in BUP 4944	5	5
Lot 58 in BUP 4944	4	4
Lot 59 in BUP 4944	4	4
Lot 60 in BUP 4944	6	6
Lot 61 in BUP 4944	5	5
Lot 62 in BUP 4944	4	4
Lot 63 in BUP 4944	4	4
Lot 64 in BUP 4944	6	6
Lot 65 in BUP 4944	5	5
Lot 66 in BUP 4944	4	4
Lot 67 in BUP 4944	4	4
Lot 68 in BUP 4944	6	6
Lot 69 in BUP 4944	5	5
Lot 70 in BUP 4944	4	4
Lot 71 in BUP 4944	4	4
Lot 72 in BUP 4944	6	6
Lot 73 in BUP 4944	5	5
Lot 74 in BUP 4944	4	4
Lot 75 in BUP 4944	4	4
Lot 76 in BUP 4944	6	6
Lot 77 in BUP 4944	5	5
Lot 78 in BUP 4944	4	4
Lot 79 in BUP 4944	4	4
Lot 80 in BUP 4944	6	6
Lot 81 in BUP 4944	5	5
Lot 82 in BUP 4944	4	4
Lot 83 in BUP 4944	4	4
Lot 84 in BUP 4944	6	6
Lot 85 in BUP 4944	5	5

Lot on Plan	Contribution	Interest
Lot 86 in BUP 4944	4	4
Lot 87 in BUP 4944	4	4
Lot 88 in BUP 4944	6	6
Lot 89 in BUP 4944	5	5
Lot 90 in BUP 4944	4	4
Lot 91 in BUP 4944	4	4
Lot 92 in BUP 4944	6	6
Lot 93 in BUP 4944	5	5
Lot 94 in BUP 4944	4	4
Lot 95 in BUP 4944	4	4
Lot 96 in BUP 4944	6	6
Lot 97 in BUP 4944	10	10
Lot 98 in BUP 4944	10	10
TOTALS	**474**	**474**

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* is not applicable.

SCHEDULE C BY-LAWS

1. Noise

1.1 An Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

1.2 In particular, no Owner or Occupier:

1.2.1 shall hold or permit to be held any social gathering in his or her Lot which is likely to breach this By-Law;

1.2.2 permit any musical instrument to be practised or played in his or her lot between the hours of 10.00 pm and 8.00 am;

1.2.3 if a musical instrument is practised between the hours of 8.00 am and 10.00 pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and

1.2.4 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-Law.

1.3 Where there is any unavoidable noise in a Lot which at any time may breach this By-Law, the Owner or Occupier must take all practicable steps to minimise annoyance to other Lot Owners and Occupiers by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

1.4 Guests leaving after 11.00 pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier returns to the building late at night or during early morning hours.

1.5 An Owner or Occupier of a Lot must 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 Owners or Occupiers of another Lot or of any person lawfully using Common Property.

2. Vehicles

2.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, park, stand, repair or store a vehicle (including any part of a vehicle) on the Common Property or permit an Invitee to park, stand, repair or store a vehicle (including any part of a vehicle) on the Common Property in breach of this By-Law:

2.1.1 an approval under this By-Law must state the period for which it is given; and

2.1.2 the Committee may withdraw an approval granted under this By-Law on the giving of 24 hours' notice.

2.2 A vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like vehicles.

2.3 A vehicle weighing more than 1.5 tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate.

2.4 There are three (3) "visitor car parking" spaces within the Scheme Land and shall be used by genuine Invitees and visitors to the Scheme Land only.

2.5 There are four (4) "contractor car parking" spaces within the Scheme Land and shall be used by genuine contractors to the Scheme Land only.

2.6 The Contractors car parking spaces are only permitted to be used by genuine contractors between the hours of 8:00am and 5:00pm Monday to Friday.

2.7 The Committee (from time to time) is permitted by the By-Laws to regulate the use of the three (3) visitor car parking spaces and four (4) contractor car parking spaces.

2.8 An Owner or Occupier of a Lot shall not park or stand any vehicle upon the area set aside for visitor car parking.

2.9 An Owner or Occupier of a Lot shall ensure that their Invitees use the visitor car parking spaces only for its intended purpose of casual parking within the rules set from time to time by the Committee (which rules shall provide that areas of casual parking shall not be used for more than six (6) hours at a time between the hours of 7:30 am and 5:00pm and shall permit visitor overnight parking between 5:00pm and 7:30am).

2.10 For the safety of all persons on Scheme Land, the speed limit for vehicles on Scheme Land is five (5) km.

3. Obstruction

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

4. Damage to Common Property (Including Gardens and Lawns)

4.1 An Owner or Occupier of a Lot must not:

4.1.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or

4.1.2 except with the prior written approval of the Committee, use for his or her own purposes as a garden any portion of the Common Property.

4.2 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 prior written approval of the Committee.

5. Behaviour of Invitees

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

6. Depositing Rubbish etc. on Common Property

6.1 An Owner, Occupier or their Invitee must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

6.2 An Owner or Occupier of a Lot must take reasonable steps to ensure that no objects of any description are thrown or allowed to fall from the balcony or windows of their Lot.

6.3 An Owner or Occupier of a Lot must not store, deposit or throw upon the common property, including without limitation any foyer or stairway any materials, furniture, furnishings, rubble, rubbish, dirt, dust or other material.

6.4 Each Owner, Occupier and Invitee must take reasonable steps to keep clean the common property which includes the driveways, parking areas, garden, stairs and bins.

7. Appearance of Building

7.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including (without limitation) installing upon the Lot or the building any curtains, Window Coverings, external awnings, blinds or other fixtures.

7.2 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including the installation of security doors, screens, shutters and fly screens.

7.3 Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.

7.4 The Owner or Occupier of a Lot must not display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

7.5 The Owner or Occupier of a Lot may hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the Lot or on the outside of the building as long as it is not visible from another Lot or Common Property.

7.6 An Owner or Occupier must not install any drapery, curtains or the like adjacent to any windows without obtaining the prior written approval of the Committee.

7.7 An Owner or Occupier must not have Window Coverings visible from outside the Lot unless those Window Coverings have a white backing, or unless the Window Covering has a design approved in writing by the Body Corporate Committee.

7.8 The Owner of a Lot is permitted to erect a real estate agent's sign on the Common Property for the purpose of 'open home' inspections only subject to the Owner of a Lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on Common Property must be removed by the Owner or the Owner's agent by the end of the day that the 'open home' inspection was held.

7.9 Furniture on balconies must:

7.9.1 If there is furniture on balconies within a Lot which is visible from another Lot or the Common Property, or from outside the Scheme Land, then the furniture must keep with the amenity of the building, properly maintained and kept in good order; and

7.9.2 Be properly secured to the Lot in time of high wind or storms.

8. Storage of Flammable Liquids etc.

8.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, store any flammable substance on the Lot or Common Property unless the substance is used or intended for use for domestic purposes.

8.2 The Owner or Occupier must only store a volume that is adequate for domestic purposes and the substance stored must be in a container that complies with regulations applicable to the domestic storage of that particular substance.

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

8.3.1 the fuel tank of a vehicle; or

8.3.2 a tank kept on a vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

8.4 Subject to the provisions of this by-law 8, an Owner or Occupier must comply with all local laws and regulations regarding the safe storage, handling and use of LPG gas cylinders within a Lot or Common Property which may include but is not limited to:

8.4.1 Storage of an LPG Gas Cylinder:

8.4.1.1 Keep the cylinder valves closed when not in use, and fit and tighten the plug to a cylinder valve internal thread;

8.4.1.2 Ensure that the cylinder is stored upright (vertical) at all times and is not at risk of tipping over;

8.4.1.3 Inspect the cylinder on a regular basis to ensure it is in good condition, free from rust and housed properly;

8.4.1.4 Ensure the cylinder is stored in an area that is adequately ventilated and not susceptible to excessive temperature rise;

8.4.1.5 Store the cylinder in a secure location to protect against falling, damage, etc.;

8.4.1.6 Provide separate storage for LPG away from the oxidising gases (e.g. oxygen) by at least 3 m; and

8.4.1.7 Use the cylinders only in well ventilated areas.

8.4.2 Before connecting the cylinder to an appliance:

8.4.2.1 Check the cylinders date stamp is less than 10 years old. LPG cylinders must be retested every 10 years, and should not be used if the cylinder is out of date;

8.4.2.2 Ensure the LPG cylinder is in good condition, and must be free from damage or rust;

8.4.2.3 Ensure the LPG cylinder valve is clean and in good condition;

8.4.2.4 Ensure the hoses and appliance fittings are in good condition; and

8.4.2.5 Give special attention to the rubber O-rings and rubber parts used on LPG regulators, and replace these as required.

8.4.3 When using the cylinder:

8.4.3.1 Ensure all LPG cylinders are kept outdoors, upright, away from sources of heat, whether in use, or not;

8.4.3.2 Ensure that the cylinder cannot be warmed by a barbecue, heat or other appliance; and

8.4.3.3 Ensure the LPG cylinder valve is closed when the cylinder appliance is not in use.

8.4.4 When finished with using the cylinder:

8.4.4.1 Ensure the cylinder valve is closed;

8.4.4.2 Ensure the cylinder is stored safely, full or empty, away from sources of heat;

8.4.4.3 Ensure dirt, spiders and insects do not get inside the valve outlet during storage; and

8.4.4.4 Ensure the appliance stored safely to avoid damage.

9. Garbage Disposal

9.1 An Owner or Occupier must ensure that:

9.1.1 all their household garbage and garden refuse is suitably bagged or wrapped and disposed of properly in the bins situated in the enclosed garage areas of their Lots;

9.1.2 items for recycling such as bottles, containers, and boxes are placed in the appropriate bins provided by the Council and situated on the Common Property in a place designated by the Body Corporate for that purpose;

9.1.3 non-recyclable items such as plastic bags and food scraps are not placed in recycle bins;

9.1.4 all other refuse is disposed of according to law; and

9.1.5 in disposing of their household waste, they do so in a way that is not likely to adversely affect the health, hygiene or comfort of the occupiers of other Lots.

10. Use of Lots

10.1 An Owner or Occupier must not use its Lot for any other purpose than residential, unless such use is lawful and in accordance with any and all requirements (including any necessary approvals being obtained) of the local council regulations, laws and rules or these by-laws.

10.2 An Owner or Occupier may use its Lot as a home office only so long as such use does not in any way interfere with the peaceful enjoyment of other Owners or Occupiers of their respective Lot and the Common Property and is not in contravention of any requirements of the local council regulations, laws and rules or these By-Laws.

10.3 All Lots must be kept clean by Owners and Occupiers and all practical steps must be taken to prevent infestation by vermin and/or insects.

10.4 All doors and windows to any Lot must be securely fastened on all occasions when the Lot is left unoccupied and the Body Corporate or its agent has the right to enter and fasten any doors and windows if left insecurely fastened.

10.5 All windows must not to be opened further than the required distance in accordance with the Australian Standards. Owners or Occupiers must not remove any part of the window and/or window fitting which may have been installed to ensure the window opening distance is compliant with Australian Standards.

11. Causing a Nuisance

11.1 An Owner or Occupier must not:

11.1.1 cause a nuisance or hazard;

11.1.2 interfere unreasonably with the use or enjoyment of another Lot in the Scheme; or

11.1.3 interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

11.2 An Owner or Occupier must not:

11.2.1 permit any of their Invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property;

11.2.2 use a Lot or Common Property for any purpose which is illegal, or which may damage the reputation of the Scheme or Body Corporate;

11.2.3 create likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another Lot or the Common Property; and

11.2.4 obstruct the use of the Common Property by another person.

12. Correspondence with Committee

12.1 Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.

12.2 In addition to By-Law 12.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.

12.3 Communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:

12.3.1 the Body Corporate Manager;

12.3.2 the Body Corporate's lawyers; and

12.3.3 the Body Corporate's insurer.

12.4 Where communications are sent in breach of these conditions:

12.4.1 the recipient will not be required to acknowledge receipt of them; and

12.4.2 the Committee may resolve to limit communications from that Owner or Occupier to one (1) piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the Body Corporate's address for service.

12.5 The Committee is authorised by this By-Law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-Law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-Law pursuant to the dispute resolution provisions of the Act.

13. Structural Alterations

No structural alteration shall be made to any Lot (including any alteration to gas, water, electrical installations) or work for the purpose of enclosing in any manner whatsoever the veranda of any Lot and including the installation of any air - conditioning system without the prior permission in writing of the Body Corporate Committee.

14. Instruction of Contractors

Owners shall not direct any contractor or workmen employed by the Committee unless so authorised and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the member of the Committee appointed, from time to time for that purpose and advised to the Owners, hereinafter called the "Committee's Representative" and not to any other member of the Committee.

15. Alterations and Renovations to Lots

15.1 Subject to an Owner or Occupier for a Lot obtaining the prior written approval of the Committee, the Owner or Occupier of a Lot may make any alterations or renovations to a Lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ('Works").

15.2 The Owner or Occupier of a Lot must not alter the Common Property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.

15.3 The Owner or Occupier of a Lot must lodge a written request for approval with the Committee at least four (4) weeks prior to the proposed commencement date of the Works and the Works must not commence until the Owner or Occupier has received written approval from the Committee.

15.4 In order for the Committee to consider its approval pursuant to this By-Law, the Owner or Occupier must provide to the Committee the following:

15.4.1 List (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;

15.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;

15.4.3 copies of any other relevant approvals that are required by legislation and/or the By-Laws (including local council approval);

15.4.4 details of who is proposed to carry out the Works;

15.4.5 if Works are to be undertaken by a contractor or Owner builder, evidence that the relevant contractor or Owner builder holds the required license and appropriate insurance to conduct the Works;

15.4.6 dates when the Works are proposed to be commenced and completed;

15.4.7 evidence of public liability insurance;

15.4.8 if the request is lodged by the Occupier of a Lot, written confirmation that the Owner of the Lot consents to the Works; and

15.4.9 anything else reasonably required by the Committee to enable it to make its decision.

15.5 The Committee must consider the following when making its decision pursuant to this By-Law:

15.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building,

Common Property and the Scheme Land and whether the proposed works will affect these aspects;

15.5.2 whether all building and fire regulations are observed; and

15.5.3 whether all matters outlined within this By-Law have been complied with.

15.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.

15.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-Law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.

15.8 Undertaking the Works:

15.8.1 if asbestos is located during the renovation or alternation to the Lot, then an asbestos report must be obtained by the Owner or Occupier;

15.8.2 if approval from the Queensland Fire Services (QFS) is required (for example replacement of heat detectors and plumbing alteration to fire walls etc) this must be obtained by the relevant Owner or Occupier prior to the Committee giving its approval;

15.8.3 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the Owner or Occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;

15.8.4 all floor covering replacements in a Lot must be sound insulated and, without limitation, the Owner or Occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, which includes vinyl tiles/flooring, the following applies:

15.8.4.1 acoustic amenity in this building is important to Owners;

15.8.4.2 the acoustic amenity for any hard flooring in the building must have a LnT,w rating which is less than 62db, which represents a 3 to 4 star standard under the AAAC Guidelines for Apartment and Townhouse Acoustic Rating (reference: Australian Acoustical Consultant - www.aaac.org.au);

15.8.4.3 the Owner must submit to the Committee a report confirming that the sound transmission assessment has a LnT,w rating which is less than 62dB, such report to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee) (ie, the LnT,w rating is a single number quantity used to characterise the impact sound insulation of floors based on laboratory measurement of LnT);

15.8.4.4 the selection of sound proofing material to be used under any type of hard flooring, including timber or ceramic tiles, must be at least 5 mm in thickness. If requested by the Committee, a photo or photos of the works before, during and after installation of the sound proofing material and hard flooring must be provided to the Committee; and

15.8.4.5 within 14 days of completion of the Works the Owner or Occupier must provide the Committee with evidence the flooring meets the standards specified in this By-Laws;

15.8.5 balcony floor tiling and the interior walls of balconies can only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building. If new tiling is to be laid on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed. Upon removing the old tiles (and if applicable old waterproofing

membrane) a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;

15.8.6 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on common property and only on balcony areas in a fully enclosed vacuum tent;

15.8.7 the Work may only be carried out between the hours of 9:00am and 4:30pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the Owner or Occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;

15.8.8 if the Works will result in noise, the Owner or Occupier must give the Committee 48 hours' notice; and

15.8.9 if there is specific work creating excessive noise, such as jack hammering, the Owners require 48 hours' notice of the intention to carry out such work and a notice must be posted in writing on all notice boards by the Owner or Occupier, in order that all Owners and Occupiers can be advised.

15.9 The Owner is to ensure that all trade vehicles are parked in the designated car parks for that Lot;

15.10 The Owner is to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the Owner or Occupier on completions of work;

15.11 All access for trades persons and materials must be by the basement;

15.12 There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works:

15.12.1 prior to commencement of works the Owner and manager are to conduct an inspection of the basement lobby and lift to note existing damage. Further damage caused during the Works is to be repaired at the Owner or Occupier's expense;

15.12.2 lift protection during the course of the Works will be provided by the manager;

15.12.3 in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;

15.12.4 rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;

15.12.5 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or Common Property;

15.12.6 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the Owner or Occupier;

15.12.7 contractors are not to have radios playing loudly or have breaks, meals or smoke on Common Property;

15.12.8 all Works are to be carried out in a clean and efficient manner;

15.12.9 the Common Property foyer is to be protectively covered from the lift to the Unit door at all times, when Works are being performed;

15.12.10 the foyer and lift must be cleaned by vacuuming immediately after use each day;

15.12.11 the foyer, fire stairs or any other Common Property area (including but not limited to Owner or Occupier car parks or exclusive use areas) are not to be used to store materials, undertake Works or store rubbish associated with the Works;

15.12.12 all waste must be removed by the contractor, Owner or Occupier and not placed in the refuse system;

15.12.13 contractors' rubbish skips can be placed where directed by the Committee but must not be left over weekends; and

15.12.14 Body Corporate shopping trolleys and luggage trolleys are not to be used by contractors, owners or occupiers to transport tools and equipment or materials.

15.13 No person shall use the Common Property power anywhere in the building for private reasons except as permitted by the Committee in writing.

15.14 No external light fittings shall be replaced without the written approval of the Committee.

15.15 Doors from the lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.

15.16 If an Owner or Occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-Law, then the Owner or Occupier must, at his own expense, remove the offending part of the Works from the Lot upon receiving written notice from the Committee to do so.

16. Keeping of Animals

16.1 The Occupier of a Lot must not, without the Body Corporate's written approval:

16.1.1 bring or keep an animal on the Lot or the Common Property; or

16.1.2 permit an invitee to bring or keep an animal on the Lot or the Common Property.

16.2 The Occupier must obtain the Body Corporate's written approval before bringing, or permitting an Invitee to bring, an animal onto the Lot or the Common Property.

16.3 An Occupier is only entitled to keep a maximum of two (2) animals within its Lot.

16.4 If the Committee approves the Occupier's application to bring or keep, or permit an Invitee to bring or keep an animal on the Lot or the Common Property, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-Law and any other factors the Committee deems relevant, and the Occupier must comply with all reasonable conditions imposed by the Committee.

16.5 The approval is given for the specific animal only. A new approval would be required for any additional and/or replacement animal:

16.5.1 The animal must be of a size and weight which permits the Occupier to comply with the conditions within this by-law (when the animal is fully grown);

16.5.2 The animal's weight most not exceed 10kg when the animal is fully grown;

16.5.3 The Occupier must ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot except that the animal may be transported across Common Property to provide access to and from the Lot and that the animal is restrained when on Common Property;

16.5.4 The animal is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot;

16.5.5 The animal must not urinate or defecate nor run loose, whilst on Common Property, the Owner may be subject to a cleaning fee for a breach of this condition;

16.5.6 The animal is prohibited within the pool and must be restrained by the Owner within the pool area at all times;

16.5.7 The animal does not cause a nuisance to or disturb, any other Owner or Occupier;

16.5.8 The animal should be kept in compliance with all statutory and or governmental regulations in respect with the care, keeping and control of such animals and a copy of the relevant registration or other license type approvals be provided to the Body Corporate Committee within 60 days receipt of the letter advising granting of the approval from the Body Corporate.

16.5.9 That copy of the permit from the Gold Coast City Council permitting the Owner to keep an animal in a Lot pursuant to Subordinate Local Law No.12 (Keeping of Animals) 2007 (Gold Coast City Council) and a photo of the animal is provided to the Body Corporate.

16.5.10 The animal wears an identification tag clearly showing the Owners address and telephone number;

16.5.11 The animal must be vaccinated if/as recommended by a practicing Veterinary Surgeon and evidence of compliance must be supplied to the Body Corporate within seven (7) days of request.

16.5.12 The Occupier of the Lot of which the animal is being kept shall indemnify and keep indemnified the Body Corporate and or the Owner or Occupant of any other Lot within the Scheme against any injury, damage, loss or expense legal or otherwise incurred or suffered as a result of the animal being on the Common Property or another Lot;

16.6 The animal must not:

16.6.1 cause damage to the Common Property or any other Lot and/or;

16.6.2 cause injury or death to any other animal (including any wildlife) on the Common Property or any other Lot; and/or

16.6.3 cause noise or nuisance to any other Lot Occupier or person lawfully using the Common Property.

16.7 The Body Corporate reserves the right to withdraw the approval should three (3) substantiated complaints be received the Body Corporate shall have the right to direct the Owner to remove the animal within seven (7) days thereafter shall have the pet removed from the Scheme Land;

16.8 What constitutes damage, noise or nuisance shall be decided by the Body Corporate in its sole discretion acting reasonably.

17. Auctions

Owners shall not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the consent in writing of the Committee.

18. By-Laws to be Displayed

A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

19. Recovery by Body Corporate

19.1 Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these By-Laws an Occupier or Invitee, the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the relevant Lot.

19.2 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

19.2.1 recovering levies or any other money that the Body Corporate is entitled to receive from the Owner; and

19.2.2 all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications for an order by the Commissioner.

20. Rules for Common Property

20.1 The Committee may make rules ("Rules") relating to the Common Property and in particular to the use of any improvements on the Common Property, including any of the Recreation Facilities, not inconsistent with these By-laws.

20.2 The Rules must be observed by the Owners or Occupiers of Lots and by their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

21. Use of Recreation Facilities

Hours of Use

21.1 An Owner, Occupier or their Invitee must not use the Recreation Facilities on the Common Property between 9:00pm and 7:30am, except with the consent in writing of the Committee.

21.2 The Committee has in its discretion identified appropriate regulations for the Recreation Facilities and these notifications are prominently displayed around the Common Property.

Use of Swimming Pool

21.3 In relation to the swimming pool and adjacent areas, an Owner, Occupier and their Invitees must ensure:

21.3.1 children under the age of 13 years are not to use the swimming pool unless accompanied by an adult exercising effective control;

21.3.2 Invitees do not use the swimming pool unless accompanied by an Owner or Occupier, or unless they have obtained the prior consent of the Committee;

21.3.3 food and drink are not to be consumed in the swimming pool;

21.3.4 glassware of any type is not to be taken in or around the area;

21.3.5 caution is exercised around the area at all times, and

21.3.6 no person causes a nuisance to any other person lawfully using the swimming pool or surrounding area.

21.4 The Committee has in its discretion identified appropriate regulations for the pool and surrounding areas and these notifications are prominently displayed around the common property.

Maintenance of Swimming Pool

21.5 An Owner, Occupier or their Invitee must 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 swimming pool.

22. No Smoking & Glass Objects on Common Property

22.1 No Smoking on all Common Property.

22.2 An Owner or Occupier or their guests shall not bring any glass objects including but not limited to glass bottles, wine glasses, beer bottles etc. into or around the swimming pool area.

23. Exclusive Use

23.1 Exclusive use of car spaces

The proprietors for the time being and from time to time of lots 8, 45, 87, 83, 79, 66, 55, 22, 31, 63, 90, 33, 17, 9, 70, 67, 46, 39, 6, 27, 91, 86, 82, 78, 71, 50, 51, 10 and 7 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for themselves and their licensees of the car spaces allocated to such lots identified in Schedule E and on the attached car parking plan marked "A", and no future resolution by the Body Corporate or its Council shalt have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.2 Exclusive use of car space - Lot 1

The proprietor for the time being and from time to time of Lot 1 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.3 Exclusive use of car space - Lot 2

The proprietor for the time being and from time to time of Lot 2 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.4 Exclusive use of car space - Lot 3

The proprietor for the time being and from time to time of Lot 3 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.5 Exclusive use of car space - Lot 13

The proprietor for the time being and from time to time of Lot 13 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.6 Exclusive use of car space - Lot 14

The proprietor for the time being and from time to time of Lot 14 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.7 Exclusive use of car space - Lot 15

The proprietor for the time being and from time to time of Lot 15 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.8 Exclusive use of car space - Lot 18

The proprietor for the time being and from time to time of Lot 18 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.9 Exclusive use of car space - Lot 20

The proprietor for the time being and from time to time of Lot 20 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.10 Exclusive use of car space - Lot 21

The proprietor for the time being and from time to time of Lot 21 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.11 Exclusive use of car space- Lot 24

The proprietor for the time being and from time to time of Lot 24 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.12 Exclusive use of car space- Lot 26

The proprietor for the time being and from time to time of Lot 26 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.13 Exclusive use of car space-Lot 30

The proprietor for the time being and from time to time of Lot 30 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.14 Exclusive use of car space - Lot 32

The proprietor for the time being and from time to time of Lot 32 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.15 Exclusive use of car space - Lot 36

The proprietor for the time being and from time to time of Lot 36 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.16 Exclusive use of car space-Lot 37

The proprietor for the time being and from time to time of Lot 37 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.17 Exclusive use of car space - Lot 40

The proprietor for the time being and from time to time of Lot 40 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.18 Exclusive use of car space-Lot 41

The proprietor for the time being and from time to time of Lot 41 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.19 Exclusive use of car space-Lot 44

The proprietor for the time being and from time to time of Lot 44 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.20 Exclusive use of car space - Lot 48

The proprietor for the time being and from time to time of Lot 48 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.21 Exclusive use of car space - Lot 54

The proprietor for the time being and from time to time of Lot 54 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.22 Exclusive use of car space - Lot 56

The proprietor for the time being and from time to time of Lot 56 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.23 Exclusive use of car space - Lot 57

The proprietor for the time being and from time to time of Lot 57 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.24 Exclusive use of car space - Lot 68

The proprietor for the time being and from time to time of Lot 68 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.25 Exclusive use of car space - Lot 73

The proprietor for the time being and from time to time of Lot 73 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.26 Exclusive use of car space - Lot 74

The proprietor for the time being and from time to time of Lot 74 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.27 Exclusive use of car space - Lot 75

The proprietor for the time being and from time to time of Lot 75 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.28 Exclusive use of car space - Lot 80

The proprietor for the time being and from time to time of Lot 80 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.29 Exclusive use of car space - Lot 81

The proprietor for the time being and from time to time of Lot 81 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shalt have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.30 Exclusive use of car space - Lot 84

The proprietor for the time being and from time to time of Lot 84 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing lo the revocation of this resolution.

23.31 Exclusive use of car space - Lot 85

The proprietor for the time being and from time to time of Lot 85 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.32 Exclusive use of car space - Lot 89

The proprietor for the time being and from time to time of Lot 89 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.33 Exclusive use of car space - Lot 92

The proprietor for the time being and from time to time of Lot 92 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.34 Exclusive use of car space - Lot 93

The proprietor for the time being and from time to time of Lot 93 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.35 Exclusive use of car space - Lot 94

The proprietor for the time being and from time to time of Lot 94 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.36 Exclusive use of car space - Lot 95

The proprietor for the time being and from time to time of Lot 95 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.37 Exclusive use of car space - Lot 88

The proprietor for the time being and from time to time of Lot 88 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.38 Exclusive use of car space - Lot 34

The proprietor for the time being and from time to time of Lot 34 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.39 Exclusive use of car space - Lot 4

The proprietor for the time being and from time to time of Lot 4 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.40 Exclusive use of car space - Lot 64

The proprietor for the time being and from time to time of Lot 64 in Building Units Plan No. 4944 shall have the irrevocable right free of cost and without restriction to the exclusive use and enjoyment for itself and its licensees of the car space allocated to such lot identified in Schedule E and on the attached parking plan marked "A" and no future resolution by the Body Corporate or its Council shall have the effect of revoking this resolution except and unless the proprietor of a lot at the time such resolution is proposed agrees in writing to the revocation of this resolution.

23.41 Exclusive use of car spaces

The Owners for the time being and from time to time of Lots 5, 11, 12, 16, 19, 23, 25, 28, 29, 35, 38, 42, 43, 47, 49, 52, 53, 58, 59, 60, 61, 62, 65, 69, 72, 76, 77, 96, 97 and 98 shall be entitled to the exclusive use for himself and his licensee of the car space identified in Schedule E, each Owner to whom exclusive use of the space is given pursuant to this By-law shall use such space for car parking purposes only and shall keep such space in a clean and tidy condition.

24. Exclusive Use of Part of Common Property

24.1 The proprietors for the time being of Lot 1 and Lot 2 shall be entitled to the exclusive use and enjoyment of part of the Common Property being all that area comprised on Level B identified in Schedule E and on the plan annexed hereto and marked "B" on the basis that such proprietors shall maintain and keep in a state of good and serviceable repair that part of the said Common Property and shall not be responsible for the performance of the duty of the Body Corporate under Section 38(1)(b)(i) of the Act in respect of that part of the Common Property.

24.2 In the event that Lot 1 and Lot 2 shall be changed to different proprietors to each other, then the proprietors hereby covenant and agree to restore the aforesaid part of the Common Property to the same condition it was in prior to the passing of this By-law.

24.3 The Owners for the time being and from time to time of Lots 97 and 98 shall be entitled to the exclusive use for himself and his licensee of the storage space identified in Schedule E. Each Owner to whom the exclusive use is given pursuant to this By-law shall use such space for storage purposes only and shall keep such space in a clean and tidy condition.

25. Definitions and Interpretation

25.1 Dictionary

25.1.1 **Act** means the *Body Corporate and Community Management Act 1997*.

25.1.2 **Body Corporate** has the same meaning as in the Act.

25.1.3 **By-Laws** means these By-Laws or any specified part of them.

25.1.4 **Committee** has the same meaning as in the Act.

25.1.5 **Commissioner** has the same meaning as in the Act.

25.1.6 **Common Property** has the same meaning as in the Act.

25.1.7 **Invitee** any person on the Scheme Land with the permission of an Occupier.

25.1.8 **Lot** has the same meaning as in the Act.

25.1.9 **Occupier** an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a Lot.

25.1.10 **Owner** has the same meaning as in the Act.

25.1.11 **Scheme** means the Community Titles Scheme established upon registration of "Biarritz" Community Management Statement under the Act.

25.1.12 **Scheme Land** has the same meaning as in the Act.

25.1.13 **Unit** has the same meaning as Lot.

25.1.14 **Window Covering** curtain, blind, venetian or roller shade.

25.2 Rules for interpretation

In these by-laws unless the context indicates a contrary intention:

25.2.1 words denoting any gender include all genders;

25.2.2 the singular number includes the plural and vice versa;

25.2.3 a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors;

25.2.4 words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;

25.2.5 any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case maybe, any two or more of them jointly and each of them severally;

25.2.6 references to any legislation includes any legislation which amends or replaces that legislation;

25.2.7 headings are included for convenience only and will not affect the interpretation of these by-laws;

25.2.8 a reference to anything includes the whole or each part of it; and

25.2.9 in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil.

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

Allocation of car spaces

Lots affected

Lot	Exclusive Area
Lot 1 in BUP 4944	Area 1 on Plan A
Lot 2 in BUP 4944	Area 2 on Plan A
Lot 3 in BUP 4944	Area 3 on Plan A
Lot 4 in BUP 4944	Area 4 on Plan A
Lot 5 in BUP 4944	Area 5 on Plan A
Lot 6 in BUP 4944	Area 6 on Plan A
Lot 7 in BUP 4944	Area 7 on Plan A
Lot 8 in BUP 4944	Area 8 on Plan A
Lot 9 in BUP 4944	Area 9 on Plan A
Lot 10 in BUP 4944	Area 10 on Plan A
Lot 11 in BUP 4944	Area 11 on Plan A
Lot 12 in BUP 4944	Area 12 on Plan A
Lot 13 in BUP 4944	Area 13 on Plan A
Lot 14 in BUP 4944	Area 14 on Plan A
Lot 15 in BUP 4944	Area 15 on Plan A
Lot 16 in BUP 4944	Area 16 on Plan A
Lot 17 in BUP 4944	Area 17 on Plan A

Lot	Exclusive Area
Lot 18 in BUP 4944	Area 18 on Plan A
Lot 19 in BUP 4944	Area 19 on Plan A
Lot 20 in BUP 4944	Area 20 on Plan A
Lot 21 in BUP 4944	Area 21 on Plan A
Lot 22 in BUP 4944	Area 22 on Plan A
Lot 23 in BUP 4944	Area 23 on Plan A
Lot 24 in BUP 4944	Area 24 on Plan A
Lot 25 in BUP 4944	Area 25 on Plan A
Lot 26 in BUP 4944	Area 26 on Plan A
Lot 27 in BUP 4944	Area 27 on Plan A
Lot 28 in BUP 4944	Area 28 on Plan A
Lot 29 in BUP 4944	Area 29 on Plan A
Lot 30 in BUP 4944	Area 30 on Plan A
Lot 31 in BUP 4944	Area 31 on Plan A
Lot 32 in BUP 4944	Area 32 on Plan A
Lot 33 in BUP 4944	Area 33 on Plan A
Lot 34 in BUP 4944	Area 34 on Plan A
Lot 35 in BUP 4944	Area 35 on Plan A
Lot 36 in BUP 4944	Area 36 on Plan A
Lot 37 in BUP 4944	Area 37 on Plan A
Lot 38 in BUP 4944	Area 38 on Plan A
Lot 39 in BUP 4944	Area 39 on Plan A
Lot 40 in BUP 4944	Area 40 on Plan A
Lot 41 in BUP 4944	Area 41 on Plan A
Lot 42 in BUP 4944	Area 42 on Plan A
Lot 43 in BUP 4944	Area 43 on Plan A
Lot 44 in BUP 4944	Area 44 on Plan A
Lot 45 in BUP 4944	Area 45 on Plan A
Lot 46 in BUP 4944	Area 46 on Plan A
Lot 47 in BUP 4944	Area 47 on Plan A
Lot 48 in BUP 4944	Area 48 on Plan A
Lot 49 in BUP 4944	Area 49 on Plan A
Lot 50 in BUP 4944	Area 50 on Plan A
Lot 51 in BUP 4944	Area 51 on Plan A
Lot 52 in BUP 4944	Area 52 on Plan A
Lot 53 in BUP 4944	Area 53 on Plan A
Lot 54 in BUP 4944	Area 54 on Plan A
Lot 55 in BUP 4944	Area 55 on Plan A
Lot 56 in BUP 4944	Area 56 on Plan A
Lot 57 in BUP 4944	Area 57 on Plan A
Lot 58 in BUP 4944	Area 58 on Plan A
Lot 59 in BUP 4944	Area 59 on Plan A
Lot 60 in BUP 4944	Area 60 on Plan A
Lot 61 in BUP 4944	Area 61 on Plan A

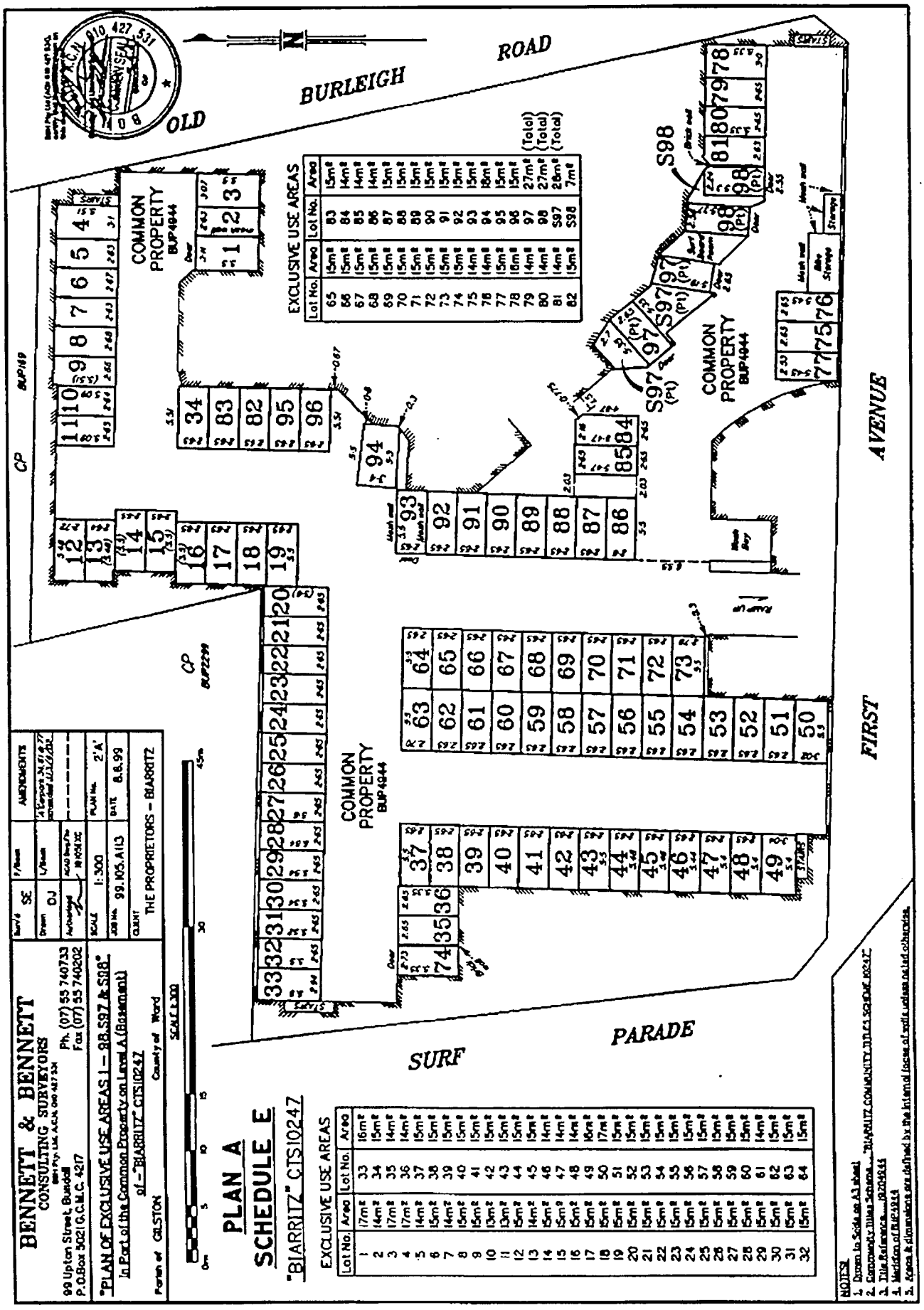
Lot	Exclusive Area
Lot 62 in BUP 4944	Area 62 on Plan A
Lot 63 in BUP 4944	Area 63 on Plan A
Lot 64 in BUP 4944	Area 64 on Plan A
Lot 65 in BUP 4944	Area 65 on Plan A
Lot 66 in BUP 4944	Area 66 on Plan A
Lot 67 in BUP 4944	Area 67 on Plan A
Lot 68 in BUP 4944	Area 68 on Plan A
Lot 69 in BUP 4944	Area 69 on Plan A
Lot 70 in BUP 4944	Area 70 on Plan A
Lot 71 in BUP 4944	Area 71 on Plan A
Lot 72 in BUP 4944	Area 72 on Plan A
Lot 73 in BUP 4944	Area 73 on Plan A
Lot 74 in BUP 4944	Area 74 on Plan A
Lot 75 in BUP 4944	Area 75 on Plan A
Lot 76 in BUP 4944	Area 76 on Plan A
Lot 77 in BUP 4944	Area 77 on Plan A
Lot 78 in BUP 4944	Area 78 on Plan A
Lot 79 in BUP 4944	Area 79 on Plan A
Lot 80 in BUP 4944	Area 80 on Plan A
Lot 81 in BUP 4944	Area 81 on Plan A
Lot 82 in BUP 4944	Area 82 on Plan A
Lot 83 in BUP 4944	Area 83 on Plan A
Lot 84 in BUP 4944	Area 84 on Plan A
Lot 85 in BUP 4944	Area 85 on Plan A
Lot 86 in BUP 4944	Area 86 on Plan A
Lot 87 in BUP 4944	Area 87 on Plan A
Lot 88 in BUP 4944	Area 88 on Plan A
Lot 89 in BUP 4944	Area 89 on Plan A
Lot 90 in BUP 4944	Area 90 on Plan A
Lot 91 in BUP 4944	Area 91 on Plan A
Lot 92 in BUP 4944	Area 92 on Plan A
Lot 93 in BUP 4944	Area 93 on Plan A
Lot 94 in BUP 4944	Area 94 on Plan A
Lot 95 in BUP 4944	Area 95 on Plan A
Lot 96 in BUP 4944	Area 96 on Plan A
Lot 97 in BUP 4944	Area 97 on Plan A
Lot 98 in BUP 4944	Area 98 on Plan A

Exclusive use of Common Property

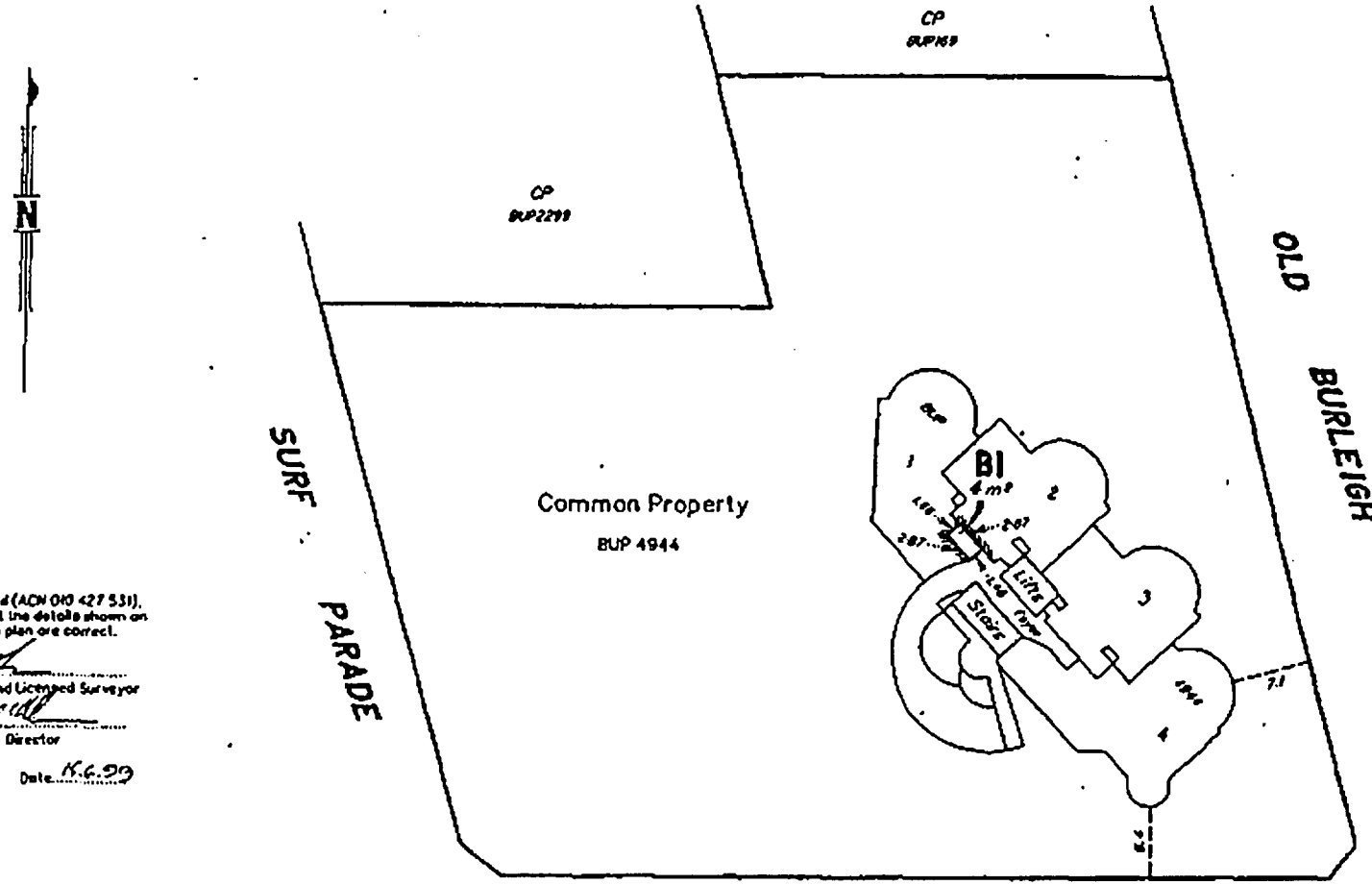
Lots affected

Lot	Exclusive Area
Lots 1 & 2 in BUP 4944 (jointly)	Area B1 on Plan B
Lot 97 in BUP 4944	Area S97 on Plan A
Lot 98 in BUP 4944	Area S98 on Plan A

Plan


BURLEIGH ROAD
OLD
COMMON PROPERTY BUP4944
EXCLUSIVE USE AREAS
Lot No. Area
65 15m²
66 15m²
67 15m²
68 15m²
69 15m²
70 15m²
71 15m²
72 15m²
73 15m²
74 15m²
75 14m²
76 14m²
77 15m²
78 15m²
79 15m²
80 14m²
81 14m²
82 15m²
83 15m²
84 14m²
85 15m²
86 15m²
87 15m²
88 15m²
89 15m²
90 15m²
91 15m²
92 15m²
93 15m²
94 15m²
95 15m²
96 15m²
97 (Total) 27m²
98 (Total) 27m²
S97 (Total) 28m²
S98 7m²
AVENUE
FIRST
PARADE
SURF
CP BUP4944
BENNETT & BENNETT
CONSULTING SURVEYORS
99 Upton Street, Bundall
P.O.Box 5021 G.C.M.C. 4217
Ph. (07) 55 740733
Fax (07) 55 740202
"PLAN OF EXCLUSIVE USE AREAS 1 – 98, S97 & S98"
In Part of the Common Property on Land A (Basement)
of "BIARRITZ" CTS10247
Parish of GILSTON
County of Ward
SCALE 1:300
PLAN A
SCHEDULE E
"BIARRITZ" CTS10247
EXCLUSIVE USE AREAS
Lot No. Area
1 17m²
2 14m²
3 17m²
4 14m²
5 15m²
6 15m²
7 14m²
8 15m²
9 15m²
10 15m²
11 13m²
12 15m²
13 14m²
14 15m²
15 15m²
16 15m²
17 15m²
18 15m²
19 15m²
20 15m²
21 15m²
22 15m²
23 15m²
24 15m²
25 15m²
26 15m²
27 15m²
28 15m²
29 15m²
30 15m²
31 15m²
32 15m²
33 16m²
34 15m²
35 14m²
36 14m²
37 15m²
38 15m²
39 15m²
40 15m²
41 15m²
42 15m²
43 15m²
44 15m²
45 15m²
46 15m²
47 15m²
48 15m²
49 15m²
50 15m²
51 15m²
52 15m²
53 15m²
54 15m²
55 15m²
56 15m²
57 15m²
58 15m²
59 15m²
60 15m²
61 14m²
62 15m²
63 15m²
64 15m²
SE
DJ
1:300
99.105.A1B
THE PROPRIETORS – BIARRITZ
8.6.99
NOTES
1. Drawn to Scale of A1 sheet
2. Compass bearings are based on "BIARRITZ" COMMUNITY TITLES SCHEME 19247
3. Title Reference 19204944
4. Meridian of CTS10244
5. Areas & dimensions are defined by the internal faces of walls unless noted otherwise.

PLAN B



BSH Pty Ltd (ACN 010 427 531), certify that the details shown on this sketch plan are correct.

Director and Licensed Surveyor

Director

Date 15.6.99

SCALE 1:400

0m 5 10 15 20 40 60m

NOTES: 1. Exclusive Use Area measured to the internal face of wall.

2. Drawn to Scale on A3 sheet

3. Title Reference 19204944

4. Meridian of RP178302

BENNETT & BENNETT
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Fax (07) 55 740202

Surv'd	SE	F/Book	AMENDMENTS
Drawn	DJ	L/Book	
Ch'd		ACAD Prog/File	

"PLAN OF EXCLUSIVE USE AREA BI"
on Part of the Common Property on
Level B on BUP 4944

Parish of OLSTON County of WARD

SCALE	1:400	PLAN No.	3
JOB No.	99.105.A113	DATE	15.6.99
CLIENT	The Proprietors "Biarritz"		

Title Reference 19204944