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searchable registers in the land registry and the water register. For more
information about privacy in NR&W see
<http://www.nrw.qld.gov.au/about/privacy/index.html>.

Duty Imprint

1. Nature of request		Lodger (Name, address & phone number)		Lodger Code
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR PARK VUE NUNDAH COMMUNITY TITLES SCHEME		ROSTRON CARLYLE SOLICITORS GPO BOX 3203 BRISBANE QLD 4001 PH: (07) 3009 8444 OUR REF: GRM:EL:31217		133A

2. Lot on Plan Description	County	Parish	Title Reference
LOT 35 ON RP34063	STANLEY	TOOMBUL	14684159
LOT 36 ON RP34063	STANLEY	TOOMBUL	14684159
LOT 3 ON RP89374	STANLEY	TOOMBUL	16122008
LOT 4 ON RP89374	STANLEY	TOOMBUL	13130137

3. Registered Proprietor/State Lessee
LINEAR 120 DEVELOPMENT PTY LTD ACN 159 985 618

4. Interest
FEE SIMPLE

5. Applicant
LINEAR 120 DEVELOPMENT PTY LTD ACN 159 985 618

6. Request
I hereby request that: the first CMS deposited herewith be recorded as the CMS for Park Vue Nundah Community Titles Scheme and that Unit 3, 178 Albion Road, Windsor, Qld 4060 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant

27/10/14
Execution Date


Applicant's or Solicitor's Signature

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

Yi-Chien Lin
Solicitor



46596

This statement incorporates and must include the following:

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

Office use only
CMS LABEL NUMBER

1. **Name of community titles scheme**
Park Vue Nundah Community Titles Scheme

2. **Regulation module**
Accommodation Module

3. **Name of body corporate**
Body Corporate for Park Vue Nundah Community Titles Scheme

4. Scheme land	County	Parish	Title Reference
Lot on Plan Description Common Property of Park Vue Nundah CTS	Stanley	Toombul	To Issue
Lots 101-108,209-218,319-330, 431-442 and 543-554 on SP246250	Stanley	Toombul	To Issue

5. **Name and address of original Owner #**
Linear 120 Development Pty Ltd ACN.159 985 618
C/- Level 1, 15 Malt Street, Fortitude Valley Qld 4006

6. **Reference to plan lodged with this statement**
SP 246250

first community management statement only

7. **Local Government community management statement notation**

Rita Kelly, Team Manager, Express Servicessigned
Brisbane City Councilname and designation
Brisbane City Councilname of Local Government

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

Execution Date

8/10/14

Director

Director

Execution

Linear 120 Development Pty Ltd ACN.159 985 618

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

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 101 on SP 246250	10	10
Lot 102 on SP 246250	10	10
Lot 103 on SP 246250	10	10
Lot 104 on SP 246250	10	10
Lot 105 on SP 246250	10	10
Lot 106 on SP 246250	10	10
Lot 107 on SP 246250	10	10
Lot 108 on SP 246250	10	10
Lot 209 on SP 246250	10	10
Lot 210 on SP 246250	10	10
Lot 211 on SP 246250	10	10
Lot 212 on SP 246250	10	10
Lot 213 on SP 246250	10	10
Lot 214 on SP 246250	10	10
Lot 215 on SP 246250	10	10
Lot 216 on SP 246250	10	10
Lot 217 on SP 246250	10	10
Lot 218 on SP 246250	10	10
Lot 319 on SP 246250	10	10
Lot 320 on SP 246250	10	10
Lot 321 on SP 246250	10	10
Lot 322 on SP 246250	10	10
Lot 323 on SP 246250	10	10
Lot 324 on SP 246250	10	10
Lot 325 on SP 246250	10	10
Lot 326 on SP 246250	10	10
Lot 327 on SP 246250	10	10

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 328 on SP 246250	10	10
Lot 329 on SP 246250	10	10
Lot 330 on SP 246250	10	10
Lot 431 on SP 246250	10	10
Lot 432 on SP 246250	10	10
Lot 433 on SP 246250	10	10
Lot 434 on SP 246250	10	10
Lot 435 on SP 246250	10	10
Lot 436 on SP 246250	10	10
Lot 437 on SP 246250	10	10
Lot 438 on SP 246250	10	10
Lot 439 on SP 246250	10	10
Lot 440 on SP 246250	10	10
Lot 441 on SP 246250	10	10
Lot 442 on SP 246250	10	10
Lot 543 on SP 246250	10	10
Lot 544 on SP 246250	10	10
Lot 545 on SP 246250	10	10
Lot 546 on SP 246250	10	10
Lot 547 on SP 246250	10	10
Lot 548 on SP 246250	10	10
Lot 549 on SP 246250	10	10
Lot 550 on SP 246250	10	10
Lot 551 on SP 246250	10	10
Lot 552 on SP 246250	10	10
Lot 553 on SP 246250	10	10
Lot 554 on SP 246250	10	10
TOTAL	540	540

1. Principles for Deciding the Contribution Lot Entitlement for a Lot

Pursuant to Sections 46(7)(b) and 66(1)(db)(i) of the *Body Corporate and Community Management Act 1997* (the “**BCCM Act**”) the Contribution Schedule Lot Entitlements (**CSLE**) for the Scheme are equal and consistent with the requirements for the CSLE to be decided in accordance with the “equality principle” as defined under Section 46A(1) of the BCCM Act. The CSLE have been decided by applying the equality principle.

In accordance with Section 46(8) of the Act the respective Interest Schedule Lot Entitlements (**ISLE**) are equal and consistent with the “market value principle” as defined under Section 46B(1) of the BCCM Act. In accordance with Section 66(1)(dc)(i) of the Act the ISLE reflects the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66(1)(f) and (g) of the Body Corporate and Community Management Act does not apply to this Scheme.

SCHEDULE C	BY-LAWS
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1. Interpretation

- (a) The following words and expressions shall have the following meanings respectively assigned to them, namely:
- (i) “**Authority**” includes any State or federal government, any semi or local government (including the Local Government), any statutory, public or any other person, authority, instrumentality or body having control over the use or operation of the Development, the Scheme, the Scheme Land or any Utility Services or associated infrastructure to be provided to the Scheme or the Scheme Land;
 - (ii) “**Associates**” means any tenant, guest, servant, employee, agent, member of family, contractor, visitor (with or without invitation), invitee and/or licensee of the Owner or the Occupier as the context requires;
 - (iii) “**BCCM Act**” means the *Body Corporate and Community Management Act 1997*;
 - (iv) “**Body Corporate**” means the body corporate established under Section 30 of the BCCM Act upon establishment of the Scheme;
 - (v) “**Breach**” means any breach, potential breach or threatened breach by an Owner, Occupier or Associate of:
 - (1) these By-laws;
 - (2) the BCCM Act;
 - (3) this CMS;
 - (4) any rules relating to the Common Property made by the Committee under these By-laws;
 - (vi) “**By-laws**” means these by-laws;
 - (vii) “**Building**” means the building(s) contained on the Scheme Land including all uses and areas and Utility Services and associated infrastructure contained within the building(s);
 - (viii) “**CMS**” means this community management statement;
 - (ix) “**Committee**” means the committee of the Body Corporate constituted under the BCCM Act;
 - (x) “**Common Property**” means the common property of the Scheme;
 - (xi) “**Cost**” includes any cost, charge, expense, outgoing, payment, liability or other expenditure of any nature whatever, including, where appropriate, all reasonable and proper legal fees;

- (xii) **"Development"** means the development known as Park Vue Nundah CTS constructed on the Scheme Land;
- (xiii) **"Development Package"** means the development permit issued by the Local Government for the Development and any amendment to it from time to time;
- (xiv) **"Display Unit"** means a Lot or Lots used by the original Owner or its nominee to promote further sales of Lots in the Development;
- (xv) **"Heavy Vehicle"** means any Vehicle, motorised or otherwise with a carrying capacity in excess of 2.5 tonnes and includes, but is not limited to, caravans, boats, trucks, prime movers, articulated vehicles, motor homes and mobile homes;
- (xvi) **"Law"** means any statute rule, regulation, proclamation, ordinance, by-law or statutory instrument, whether:
- i. present or future;
 - ii. State, federal or otherwise;
- (xvii) **"Letting Agent"** means the person authorised to act as letting agent for the Scheme from time to time;
- (xviii) **"Letting Agent's Office"** means the Lot(s) (if any) used by the Letting Agent from time to time to conduct the business of the Letting Agent pursuant to any agreement with the Body Corporate;
- (xix) **"Lot"** means a lot in the Scheme and any areas of Common Property attaching to the Lot by exclusive use allocation, occupation authority or otherwise;
- (xx) **"Occupier"** means any Occupier of a Lot and includes, but is not limited to:
- i. the Owner of the Lot, even in circumstances where the Owner is not in possession of the Lot;
 - ii. a tenant or lessee of the Lot; and
 - iii. any other person entitled to possession of the Lot or any part of it;
- (xxi) **"Pets"** – means any pet including dogs, cats, birds and fish;
- (xxii) **"Representative"** - the person appointed by the Committee from time to time to represent the Committee;
- (xxiii) **"Scheme"** – Park Vue Nundah Community Titles Scheme No.[insert];
- (xxiv) **"Scheme Land"** means all the land contained in the Scheme;
- (xxv) **"Secretary"** means the secretary from time to time of the Body Corporate;
- (xxvi) **"Service Contractor"** means the person authorised to act as body corporate service contractor for the Scheme from time to time;
- (xxvii) **"Speed Limit"** means such speeds nominated by the Committee from time to time and if no nomination 10 kilometres an hour;
- (xxviii) **"Utility Service"** means:
- (1) water reticulation or supply;

- (2) hot water reticulation or supply;
- (3) gas reticulation or supply
- (4) electricity supply
- (5) air-conditioning;
- (6) a telephone service;
- (7) a cable or satellite TV service;
- (8) a computer data or television service;
- (9) a sewer system;
- (10) drainage;
- (11) a system for the removal or disposal of garbage or waste;
- (12) a ventilation or air extraction system; or
- (13) another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property; and

(xxix) **"Vehicle"** includes motor cars and motorcycles, but does not include Heavy Vehicles.

(b) In these By-laws, unless a contrary intention appears:

- (i) words denoting the masculine include the feminine and vice versa;
- (ii) words importing the singular shall include the plural and vice versa;
- (iii) reference to persons include corporations;
- (iv) headings are for reference purposes only and do not form part of these By-laws;
- (v) reference to any Law is as amended or replaced from time to time; and
- (vi) unless otherwise defined in these By-laws, words and expressions defined in the BCCM Act to have a particular meaning shall have that meaning when used in these By-laws.

- (c) Every agreement or obligation expressed or implied in these By-laws by which two or more persons agree to be bound, binds such persons jointly, and each of them severally, and every provision expressed or implied in these By-laws which applies to two or more persons applies to such persons jointly and each of them severally.
- (d) If any By-law is determined to be invalid, illegal or unenforceable for any reason, it shall be deemed to be severed and the remaining By-laws shall not be affected in any way.

2. Vehicles

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

- (i) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
- (ii) permit an Associate to park a Vehicle, or allow a Vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors Vehicles.

- (b) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking which must remain available at all times for the sole use of visitors Vehicles.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking. The Body Corporate may cancel any approval given under this clause by giving 7 days notice to that effect to the Occupier.
- (d) Any driveway and associated landscaping areas, disabled Vehicle or Vehicle turning areas must not be designated for the exclusive use of any Lot.

3. Roads and Other Common Property

- (a) The roadways, pathways, drives and other Common Property and any easement giving access to the Scheme or Lots contained within the Scheme (whether or not forming part of the Scheme) shall not be obstructed by any Occupier or their Associates or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An Occupier of a Lot shall not drive or permit to be driven any Heavy Vehicle onto or over the Common Property other than such Heavy Vehicles necessary to complete the construction and/or occupation of any Lot, and any Heavy Vehicles entitled by any Law or any Authority.
- (b) The Committee may, at the Costs of a Vehicle's owner, remove any Vehicles illegally parked on Common Property by towing or other means.

4. Carspace

Unless approved in writing by the Committee, only Vehicles are permitted to be parked in the Lot's allocated car space. These Vehicles shall at all times be kept in a clean and roadworthy condition. Owners must not close in their carparking spaces into a private garage style carparking space, without the prior written approval of the Committee.

5. Car Washing

The Committee from time to time may designate an area of Common Property (being a carparking space) that must be used for Vehicle washing purposes. The washing of Vehicles elsewhere on the Common Property is prohibited.

6. Bicycle Racks (if any)

Bicycles shall only be stored in the bicycle racks provided by the Body Corporate (if any) and shall be properly locked to prevent theft at all times. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

7. Obstruction

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

8. Damage to Common Property

An Occupier of a Lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) use for their own purposes as a garden any portion of the Common Property; or
- (c) 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 Committee.

9. Depositing Rubbish etc. on Common Property

An Occupier 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 an Occupier of another Lot or of any person lawfully using the Common Property.

10. Garbage Disposal

- (a) The Body Corporate has the power to devise a rubbish removal system from time to time incorporating, amongst other things:-
 - (i) permitted means and times for disposal;
 - (ii) disposal routes;
 - (iii) permitted pick up areas (if any);
 - (iv) location of rubbish removal;
 - (v) storage of rubbish;
 - (vi) containment of rubbish;
 - (vii) regularity of rubbish removal;
 - (viii) segregation of rubbish; and
 - (ix) special rubbish requirements.
- (b) The Occupier of a Lot must:-
 - (i) comply with all Local Government laws about disposal of garbage;
 - (ii) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the Occupiers of other Lots;
 - (iii) comply with the rubbish removal system put in place by the Body Corporate from time to time under sub-clause (a); and
 - (iv) comply with any rubbish removal system devised by the Body Corporate.
- (c) The Body Corporate will advise each Owner of its rubbish removal system. Each Owner will display in its Lot at all times a copy of any such rubbish removal system.
- (d) Refuse and recycle bins are only permitted to be stored and collected from nominated refuse collection points.

11. Appearance of Lot

- (a) An Occupier of a Lot must not, without the written approval of the Committee make a change to the external appearance of the Lot.
- (b) An Occupier of a Lot must not, without the prior written approval of the Committee:-
 - 1. hang washing, bedding or other articles (other than in the designated clothes drying area(if any)); or
 - 2. display a sign, advertisement, placard, banner, pamphlet or similar article;
 - 3. use any part of the Lot, (including any exclusive use areas) for storage;

4. keep any oversized plants (in the discretion of the Committee); or
5. install any aerials, receivers or the like,

if it is visible from another Lot or Common Property or from outside the Lot.

- (c) An Occupier shall not hang curtains, install venetian blinds, apply window tinting visible from outside the Lot install shutters, screens or security screens or other screening device unless such hanging, installation or application has first been approved by the Committee. In giving such approvals, the Committee shall ensure that any such hanging, installation or application presents a uniform and visually pleasing appearance when viewed from Common Property, any other Lot or from outside of the Scheme Land.
- (d) An Occupier must not install any spa pool or anything similar on any balconies or terraces of a Lot without first obtaining the prior written approval from the Committee.
- (e) An Occupier must not install any umbrellas or awnings on a Lot without first obtaining written approval from the Committee.
- (f) The operation of this By-law is subject to the operation of all other By-laws.

12. Inflammable Liquids Gases or Other Materials

An Occupier shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on any property in the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property in the Scheme or the regulations or ordinances of any Authority for the time being in force.

13. Keeping of Animals

Subject to s181 of the Act, an Occupier of a Lot may keep one (1) cat or dog if the dog or cat are less than 10kg in weight and 30cm in height only with the prior written approval of the Body Corporate which will not be unreasonably refused. An Occupier shall not keep any other Pet or animal upon their Lot or the Common Property without the prior written approval of the Body Corporate which may be granted with or without conditions or refused or withdrawn at the discretion of the Committee. If conditions are imposed, the Occupier must comply with those conditions. The Committee may, at the Costs of the Owner of an offending Lot, remove a Pet or other animal from within the Scheme if the Pet or other animal is disturbing other Occupiers, in the Committee's opinion.

14. Auction of Sales

Except the Original Owner, an Occupier shall not permit any auction sale to be conducted or to take place in their Lot or upon the Common Property or within the Scheme without the prior approval in writing of the Committee.

15. Right of Entry

An Occupier, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on the infrastructure associated with any Utility Services whether to their Lot or to an adjoining Lot.

16. Noise

- (a) An Occupier and its Associates shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other Occupiers or of any person lawfully using the Common Property. In particular, no Occupier shall hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Occupier, at any time of day or night and in particular shall comply in all respects with all appropriate Laws.
- (b) In the event of any unavoidable noise in a Lot at any time, the Occupier shall take all practical means to minimise annoyance to other Occupiers by closing all doors, windows and curtains of their Lot and also take such further steps as may be within their power for the same purpose.

- (c) An Occupier shall not play any musical instrument, use any radio, television set, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with:
 - (i) the peaceful enjoyment of other Occupiers;
 - (ii) any person lawfully using the Common Property; or
 - (iii) with any domestic appliance or apparatus lawfully in use within the Scheme.
- (d) Occupier and their Associates entering or leaving the Lot, the Common Property or the Scheme after 11pm must do so quietly and Occupiers must direct their Associates accordingly.

17. Use of Lots

- (a) Subject to these By-laws, Lots must be used for residential purposes only, save and except that:-
 - (i) the Original Owner may use or cause to be used any Lot for the purpose of a Display Unit; and
 - (ii) the Service Contractor may exercise its rights under the heading "Service Contractor and Letting Agent Special Privileges" contained in these By-laws.
- (b) A Lot must not be used:-
 - (i) for any purpose that may cause a nuisance or hazard or in any manner likely to interfere with the peaceful enjoyment of Occupiers or any person lawfully using the Common Property;
 - (ii) for any illegal or immoral purpose or purposes that will interfere with the good reputation of the Scheme;
 - (iii) for storage purposes other than the storage of domestic household items normally held in residential community title accommodation; or
 - (iv) for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- (c) The Committee may authorise an Occupier to conduct a home occupation or business from within a Lot and receive visitors for that purpose provided that:-
 - (i) the use does not conflict with the rights of the Service Contractor or Letting Agent under these By-laws;
 - (ii) the use complies with all Laws and all permits and insurances for the use have been obtained from all relevant Authorities and remain current and valid; and
 - (iii) the use would not, in the reasonable opinion of the Committee, interfere with the amenity of other Occupiers of the Scheme.
- (d) Any authority under subclause (c), may be issued subject to conditions which may be varied at the direction of the Committee and may be revoked if such conditions are not complied with.

18. Infectious Diseases

In the event of any serious infectious disease which may require notification by virtue of any Law happening in any Lot, the Occupier of such Lot shall give written notice and any other information reasonably required by the Body Corporate to the Committee and shall pay to the Body Corporate the Cost incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

19. Alteration to Lots and Common Property

- (a) An Occupier shall not alter a Lot or construct or permit the construction or erection of any (including in any carpark space) pergola, screen, awning or other structure of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee.
- (b) Any alteration made to Common Property or any fixture or fitting attached to Common Property by any Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the Owner for the time being of the Lot of which the aforesaid Occupier was the occupier.
- (c) There shall be no external structural alterations or extensions or external repainting to a Lot without the prior approval in writing of the Committee. An Owner shall submit to the Body Corporate's architect all plans and specifications for any such structural alteration or extension in a form and containing such information required by the Committee.
- (d) Any approval given by the Committee or the Body Corporate to carry out construction, erection or installation of any kind (in particular the installation of shutters) shall be conditional upon the Owner first obtaining all necessary approvals of all relevant Authorities to the construction, erection or installation.
- (e) Unless specifically shown as such on the plans approved by the relevant Authority for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvres, blinds or similar structures on balconies and terraces

20. Maintenance of Lots

- (a) Each Occupier must be responsible for the maintenance of their Lot and each Occupier shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Occupiers through the accumulation of excess rubbish or otherwise. Further, all Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (b) Each Occupier must ensure that waterproofing of all balconies and terraces which form part of that Occupier's Lot do not leak resulting in water escaping into other Lots or onto Common Property.
- (c) Windows shall be kept clean and promptly replaced by the Occupier of their Lot at their Cost with fresh glass of the same kind and weight as at present, if broken or cracked. This By-law does not prohibit an Occupier from making a claim on the Body Corporate insurance.
- (d) Each Owner shall be responsible for the maintenance of the air conditioning unit(s) (if any) servicing their Lot and ensure that their air conditioning unit(s) is operating in a quiet manner so as not to cause a nuisance to any Occupier.
- (e) An Owner shall not install an air-conditioning system or replace their air-conditioning system unless:-
 - (i) the Body Corporate first approves the new system to be installed;
 - (ii) the Owner complies with any Laws and rules set out by the Committee in regard to the installation, replacement, noise omissions and operation of air-conditioners (if any);
 - (iii) it is installed in the exclusive use area designated for installation or in areas, included within the Lot, and designated by the Committee; and
 - (iv) the installation is carried out by an installer approved by the Body Corporate.

- (f) The Occupiers of Lots with courtyards within their Lots or by way of exclusive use must maintain the courtyards and any other exclusive use areas to such a standard as nominated by the Committee and at all reasonable time notified by the Service Contractor, to allow the Service Contractor and any qualified arborist contracted by the Body Corporate to maintain any trees in the Scheme to achieve their ultimate height and form in accordance with Australian Standard 4373, to have access to the courtyard of the Lot for the purposes of carrying out any work on any trees in the Lot.
- (g) The purpose of these By-laws is to ensure that the Scheme remains at all times visually uniform, of tidy appearance and of a high visual amenity. If the Occupiers fail to comply with the reasonable directions of the Committee, for a period of fourteen (14) days after being directed to do so, the Body Corporate may enter upon a Lot to carry out any works required by these By-Laws. The Body Corporate's Costs of carrying out the works, including materials and the cost of plants are recoverable by the Body Corporate from the Owner as a liquidated debt.

21. Security for Lots

- (a) The Body Corporate may establish and maintain a security system to keep the Scheme secure, which may include the keeping of a master key for the Scheme to allow entry to all Lot within the Scheme. The Body Corporate may give a copy of the master key to the Body Corporate Service Contractor and/or Letting Agent.
- (b) An Occupier shall not disclose to any person other than the Occupier's family, resident in the Scheme or any other person residing in the Scheme with the authority of the Occupier, any security code (if any) advised from time to time to the Occupier by the Body Corporate for the security gate or door (if any) erected at the entrance to the Scheme.
- (c) All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

22. Taps

An Occupier shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system (if any) must be turned off.

23. Aerials and Receivers

No outside wireless, television, aerial, sky dish, receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature may be erected by any Occupier without the previous consent in writing of the Committee.

24. Water Closets and Conveniences

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

25. Behaviour of Associates

- (a) An Occupier shall take all reasonable steps to ensure that their Associates do not behave in a manner likely to interfere with the peaceful enjoyment of another Occupier or of any person lawfully using Common Property.
- (b) The Occupier shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Occupier or their Associates.
- (c) An Owner of a Lot which is the subject of a lease, licence or tenancy agreement shall take all reasonable steps, including any action available to them under any such lease licence or tenancy agreement, to ensure that any Associate or other Occupier of the Lot or their Associates comply with the provisions of these By-laws.

- (d) The duties and obligations imposed by these By-laws on an Occupier of a Lot shall be observed not only by the Occupier but also by their Associates.
- (e) If an Occupier or its Associates commits a Breach, the Committee may give the Occupier a notice to remedy the Breach within 14 days of receipt of the notice.
- (f) If the Occupier fails to remedy the Breach within the time required by sub-clause (e), then the Body Corporate may, on giving a further the (3) days notice to the Occupier, enter the Lot and remedy the Breach.
- (g) In the event of an emergency, as determined by the Committee in its opinion, the Body Corporate may immediately enter a Lot and rectify any Breach.
- (h) Where the Body Corporate expends money to make good damage caused by a Breach by any Occupier or their Associates or any of them, the Committee shall be entitled to recover the Cost so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the Breach occurred.

26. Notice of Defect

An Occupier shall give the Committee and/or the Service Contractor prompt notice of any accident to or defect in the infrastructure associated with any Utility Services or fixtures which comes to their 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 Scheme and improvements contained within it as often as may be necessary.

27. Insurance

An Owner shall be responsible for the insurance of Owner's fixtures as defined in the BCCM Act including all electrical equipment, carpets, drapes and improvements within their Lot.

28. Use of Common Property Facilities

- (a) All Occupiers may use the barbecue area, gardens and associated facilities on the Common Property subject to the following rules which will, where appropriate, apply to all Occupier's Associates:-
 - (i) the barbecue or, gardens and associated facilities will not be used by Occupier's Associates unless accompanied by the Occupier;
 - (ii) children below the age of thirteen (13) years will at all times be accompanied by an adult Occupier exercising effective control over them;
 - (iii) alcoholic beverages are not to be consumed in or around general Common Property areas or the Swimming Pool Area (as defined in the following clause) but may be consumed in and around the barbecue areas (if any);
 - (iv) running or rough play is prohibited in the barbecue area (If any);
 - (v) the barbecue area (if any) may only be used between the hours of 7.00 am and 9.00 pm unless arranged otherwise with the Service Contractor;
 - (vi) the cooking appliances and appurtenances in any barbecue are to be used in a proper manner and turned off according to their operating instructions, and such appliances and appurtenances are to be thoroughly cleaned after use;
 - (vii) after facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users;
 - (viii) Common Property and assets must not be defaced, damaged or removed; and

- (ix) the Body Corporate or the Service Contractor may operate a reservation system for Common Property facilities and assets with which Occupiers shall comply.
- (b) An Occupier must not without proper authority, operate, adjust or interfere with the operation of any of the facilities referred to in this by-law.
- (c) Notwithstanding the rules set out in sub-clause (a), the Committee may from time to time make other rules regarding the facilities including forms of reservation and the like.

29. Swimming Pool

- (a) An Occupier and their Associates may use the swimming pool (if any) constructed on the Common Property (the "**Swimming Pool Area**") in accordance with the 'Pool Rules' signage erected adjacent to the swimming pool.
- (b) No use shall be made of the Swimming Pool Area which involves damage, inconvenience or nuisance to any Occupier or Associate or which causes damage to the surface (above or below water) of the swimming pool or the fixtures or fittings located in on or about the Swimming Pool Area.

30. Display Unit

While the Original Owner remains an Owner it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display dwelling and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot, the Common Property and the Scheme as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The Original Owner shall also be entitled to carry out promotional and marketing functions from the Common Property providing that reasonable steps are taken to minimise the disturbance to owners and occupiers of Lots in the Scheme.

31. Fire Alarms

An Occupier shall not do anything or allow any of their Associates to do anything to cause any fire alarms situated on the Scheme Land to sound except in the event of a fire. Any Occupier who Breaches this By-law must pay to the Body Corporate on demand, the Cost charged by the fire brigade in responding to the alarm and the Cost of repairing that alarm (if any).

32. Instructions to Contractors etc

Occupiers shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

33. Security Equipment

The Body Corporate may, in the name of the Body Corporate, enter into leases from time to time of security equipment.

34. Correspondence

All complaints or applications to the Body Corporate or the Committee shall be addressed in writing to the Secretary and not to any other member of the Committee.

35. Requests to the Secretary

An Occupier of a Lot shall direct all requests for consideration of any particular matter to be referred to the Committee of the Body Corporate to the Secretary and not to any other member of the Committee.

36. Notices

An Occupier and its Associates shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any Authority.

37. Copy of By-laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these By-laws for the time being in force in respect of the Scheme.

38. Power of Committee

The Committee may make or adopt rules and regulations relating to the Common Property (which may be varied from time to time) not inconsistent with these By-laws. The rules and regulations shall be observed by the Occupiers unless and until they are amended or revoked by a majority resolution at a general meeting of the Body Corporate.

39. Recovery of Costs

If an Occupier or its Associate commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate Costs in respect to that Breach, which amount shall be deemed to be a liquidated debt.

Where the Body Corporate incurs Costs as a result of a Breach, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the Breach occurred.

40. Interest

- (a) If a contribution levied under the BCCM Act is unpaid thirty (30) days after it falls due for payment, then the Occupier shall be in Breach and the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate Committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.
- (b) If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest, the contribution and the Costs of recovery of the contribution.
- (c) The amount of any unpaid contribution, interest and any Costs of recovery is recoverable by the Body Corporate as a liquidated debt.

41. Service Contractor and Letting Agent – Special Privileges

- (a) While the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme, the Letting Agent may conduct a letting business from the Scheme to the exclusion of all others.
- (b) While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property in accordance with the terms of that appointment, the Service Contractor may provide its services to the Scheme to the exclusion of all others.
- (c) For as long as the Letting Agent holds its authorisation and the Service Contractor holds its appointment (the "Agreements") then respectively:-
 - (i) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
 - (ii) the Body Corporate will not enter into with any other person or entity an agreement, authority or appointment similar to the Agreements;

- (iii) the Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to its Agreement;
- (iv) the Body Corporate must not grant to any other person the right to conduct any business of a similar nature to the Letting Agent's authorisation and the Service Contractor's appointment from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the Letting Agent's authorisation or the Service Contractor's appointment from within the Scheme Land; and
- (v) the Body Corporate must not make any part of the Common Property available to any other person or corporation for the purpose competing against the businesses carried on under the Letting Agent's authorisation and the Service Contractor's appointment.
- (d) The Body Corporate will continue to be responsible to carry out its duties pursuant to the BCCM Act in respect of any Common Property for which special privileges have been granted pursuant to this By-law.

42. Exclusive Use - Parking

- (a) Each Owner identified in Schedule E shall be entitled to the exclusive use and enjoyment of the respective car spaces as identified in Schedule E of this CMS or as allocated by the Original Owner and notified in writing by the Original Owner or its agent to the Committee within twelve (12) months after the date of the establishment of the Scheme. An Occupier having exclusive use and enjoyment of a car space shall:-
 - (i) at their Cost keep the same in a clean and tidy condition;
 - (ii) at their Cost, keep the same maintained;
 - (iii) use the same only for the purpose of car parking;
 - (iv) not use the same so as to create a nuisance or disturbance to other Occupiers in the Scheme;
 - (v) as far as lawful, perform the duties of the Body Corporate in respect to the exclusive use car space; and
 - (vi) not permit any trailer, caravan or boat or any other item not being a Vehicle in an exclusive use car space.
- (b) Owners may, at any time by agreement, swap the exclusive use of a carpark space with another Owner in the Scheme. If the exclusive use of the carpark space is swapped, then the relevant Owners shall notify the Body Corporate of the swap, in which case the Body Corporate will, at the Cost of the Owners, cause a new Community Management Statement to be recorded which records the swap of the carpark space.
- (c) Following receipt of notification from the Original Owner of an allocation of a parking space in accordance with sub-clause (a), the Body Corporate will, at the Cost of the Original Owner, cause a new Community Management Statement to be recorded which records the allocation of the carpark space.
- (d) Any Owner may at any time agree in writing to the revocation of an allocation under this By-law for the purposes of Section 171 (3) (b) (i) of the BCCM Act. On any valid revocation, the Body Corporate must, unless otherwise agreed, at the Cost of the party consenting to the revocation, register a new Community Management Statement recording the revocation.

43. Landscaping Code

The Body Corporate shall have the lawful authority from time to time to devise, adopt and regulate the operation of a landscaping code for the Scheme.

44. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person or service contractor (the "Utilities Contractor") to supply Utility Services to the Scheme and in such case the following will apply:-

- (a) the Body Corporate has the power to engage a Utilities Contractor for the purchase of Utility Services, on the most economical basis, for the Scheme;
- (b) the Body Corporate has the power to sell a Utility Service to each Occupier in the Scheme provided, however, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Occupier for supply of the Utility Service;
- (c) the engagement may provide that the Utilities Contractor may provide Utility Services direct to Occupiers and invoice Occupiers direct for the Utility Services consumed by that Occupier;
- (d) in the event of an engagement by the Body Corporate in accordance with this By-law, each Occupier must purchase and use all Utility Services consumed in the Lot direct from the Body Corporate or the Utilities Contractor as the case may be and must not purchase Utility Services from any other source;
- (e) the Body Corporate is not required to supply to any Occupier Utility Service requirements beyond those which the Utilities Contractor could supply at any particular time under the engagement;
- (f) the Body Corporate may charge for services (including for the installation of, and the Costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (g) if the Utilities Contractor does not render accounts direct to the Occupiers, the Body Corporate may render accounts to each Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these By-laws, an Occupier is liable, jointly and severally with any person who was liable to pay that account when that Occupier became the Occupier of that Lot;
- (i) in the event that a proper account for the supply of Utility Services is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt; and/or
 - (ii) disconnect the supply of the Utility Service or cause it to be disconnected to the relevant Lot;
- (j) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility Services due to breakdowns, repairs, maintenance, strikes, accidents or causes of any kind or description; and
- (k) the Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of a Utility Service.

45. Cable or Pay Television

The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and/or operate and have the use of and have installed, use, run and maintain cable or pay television systems for the Scheme on such terms and conditions as the Body Corporate may from time to time determine.

46. Development Package Conditions

The Local Government has issued a Development Package that requires as one of its conditions that the following requirements must form part of this CMS:-

- (a) the Body Corporate must maintain a suitable system of lighting, in a safe and good working order, to operate from dusk to dawn, within all areas where the public will be given access;
- (b) all balconies and terraces shown on the approved drawings and documents are to remain unenclosed;
- (c) the driveway, associated landscaping and vehicle turning areas as shown on the approved plan(s) of layout shall form part of the Common Property and shall not be designated for the exclusive use of any dwelling unit;
- (d) the Body Corporate must provide screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:
 - (i) no unscreened installations on the proposed development are to be visible from the surrounding sites;
 - (ii) any installations which are not required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the Development Package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located;
- (e) the Body Corporate must maintain parking on the site for 68 cars, including 14 visitor spaces, and for the loading and unloading of vehicles within the site;
- (f) 24 hour access shall be provided for bona fide visitors to any visitor bays;
- (g) all sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter;
- (h) the Body Corporate must maintain the acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic, so as to prevent environmental nuisance;
- (i) the Body Corporate must maintain parking and manoeuvring areas on site, and for the loading and unloading of the vehicle(s), in accordance with approved plans and conditions, terms of the easements, and the Transport, Access, Parking and Servicing Planning Scheme Policy of Brisbane City Plan 2000;
- (j) the Body Corporate must maintain an inspection and maintenance program for the on-site stormwater detention system. The frequency of inspection should not exceed three (3) months.

In this clause references to approved drawings, documents, approved plans are references to those documents contained in the Development Package. If any provision of this clause conflicts with any other provision of this CMS, then the provisions of this clause shall prevail.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Lots on Plan or CP	Statutory Easement	Service Location Diagram
Lots 101-108, 209-218, 319-330, 431-442 and 543-544 544 ⁵⁵⁴ on SP 246250	Lateral or subjacent support under the <i>Land Title Act 1994</i> , s115N	
Lots 101-108, 209-218, 319-330, 431-442 and 543-544 544 ⁵⁵⁴ on SP 246250	Utility services and utility infrastructure under the <i>Land Title Act 1994</i> , ss115O and 115P;	
Lots 101-108, 209-218, 319-330, 431-442 and 543-544 544 ⁵⁵⁴ on SP 246250	Shelter under the <i>Land Title Act 1994</i> , s115Q	

Common Property		Pursuant to Section 66(1)(d)(i) of the Act, attached and marked "A" is a Services Location Diagram identifying all service easements for the Lots and Common Property created on SP 246250
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SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	By-law 42 Exclusive Use Area – Parking – Plan attached and marked "B"
Lot 101 on SP 246250	1
Lot 102 on SP 246250	2
Lot 103 on SP 246250	3
Lot 104 on SP 246250	4
Lot 105 on SP 246250	5
Lot 106 on SP 246250	6
Lot 107 on SP 246250	7
Lot 108 on SP 246250	8
Lot 209 on SP 246250	9
Lot 210 on SP 246250	10
Lot 211 on SP 246250	11
Lot 212 on SP 246250	12
Lot 213 on SP 246250	13
Lot 214 on SP 246250	14
Lot 215 on SP 246250	15
Lot 216 on SP 246250	16
Lot 217 on SP 246250	17

Lot on Plan	By-law 42 Exclusive Use Area – Parking – Plan attached and marked “B”
Lot 218 on SP 246250	18
Lot 319 on SP 246250	19
Lot 320 on SP 246250	20
Lot 321 on SP 246250	21
Lot 322 on SP 246250	22
Lot 323 on SP 246250	23
Lot 324 on SP 246250	24
Lot 325 on SP 246250	25
Lot 326 on SP 246250	26
Lot 327 on SP 246250	27
Lot 328 on SP 246250	28
Lot 329 on SP 246250	29
Lot 330 on SP 246250	30
Lot 431 on SP 246250	31
Lot 432 on SP 246250	32
Lot 433 on SP 246250	33
Lot 434 on SP 246250	34
Lot 435 on SP 246250	35
Lot 436 on SP 246250	36
Lot 437 on SP 246250	37
Lot 438 on SP 246250	38
Lot 439 on SP 246250	39
Lot 440 on SP 246250	40
Lot 441 on SP 246250	41
Lot 442 on SP 246250	42

Lot on Plan	By-law 42 Exclusive Use Area – Parking – Plan attached and marked “B”
Lot 543 on SP 246250	43
Lot 544 on SP 246250	44
Lot 545 on SP 246250	45
Lot 546 on SP 246250	46
Lot 547 on SP 246250	47
Lot 548 on SP 246250	48
Lot 549 on SP 246250	49
Lot 550 on SP 246250	50
Lot 551 on SP 246250	51
Lot 552 on SP 246250	52
Lot 553 on SP 246250	53
Lot 554 on SP 246250	54

Title References

SERVICES LOCATION DIAGRAM 'A'

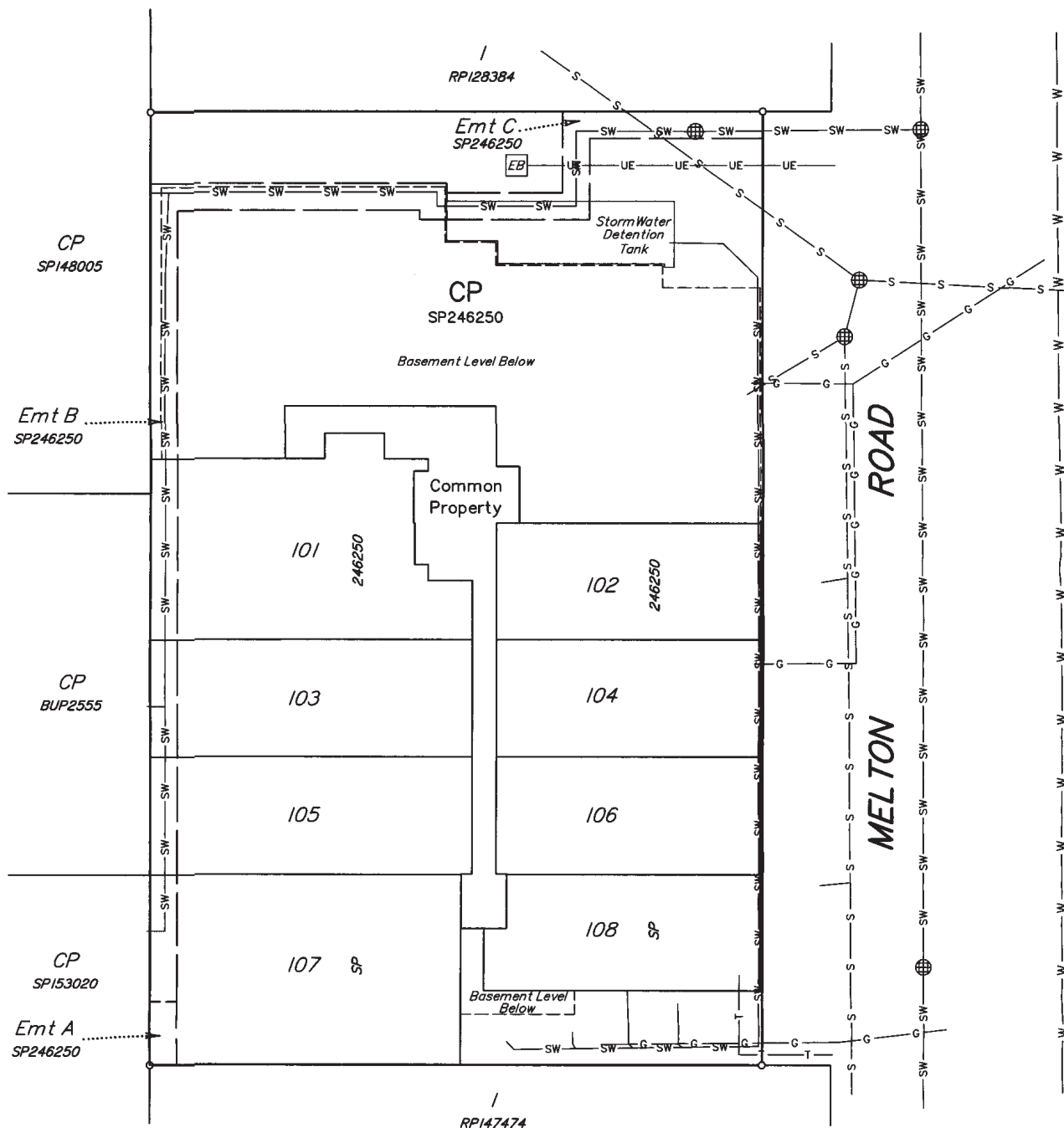
For Lots 101-108, 209-218,
319-330, 431-442, 543-554
& Common Property
on SP246250

Parish of Toombul
County of Stanley

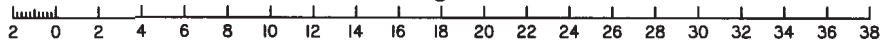
—T—T—T—	Telstra
—UE—UE—	Underground Electricity
—S—S—	Sewer
—SW—SW—	Stormwater
—W—W—	Water
—G—G—	Gas

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Plan prepared from information supplied by builder.
3. Community Title Scheme Name: Park Vue Nundah
4. Community Title Scheme Number:



Scale 1:250 - Lengths are in Metres.



Brisbane
PO Box 361 Paddington QLD 4064
Ph: 07 3118 0600
brisbane@dtsgld.com.au

Mackay
PO Box 11711, Mackay Caneland QLD 4740
Ph: 1300 278 783
mackay@dtsgld.com.au



FS 520315



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Scale 1:250

Date: 08/09/2014
Surveyor: MJS
Drawn: AnV
Job No: A10311/BNE130520
Acad: A10311Sld1.dwg
A3-4259

SHEET

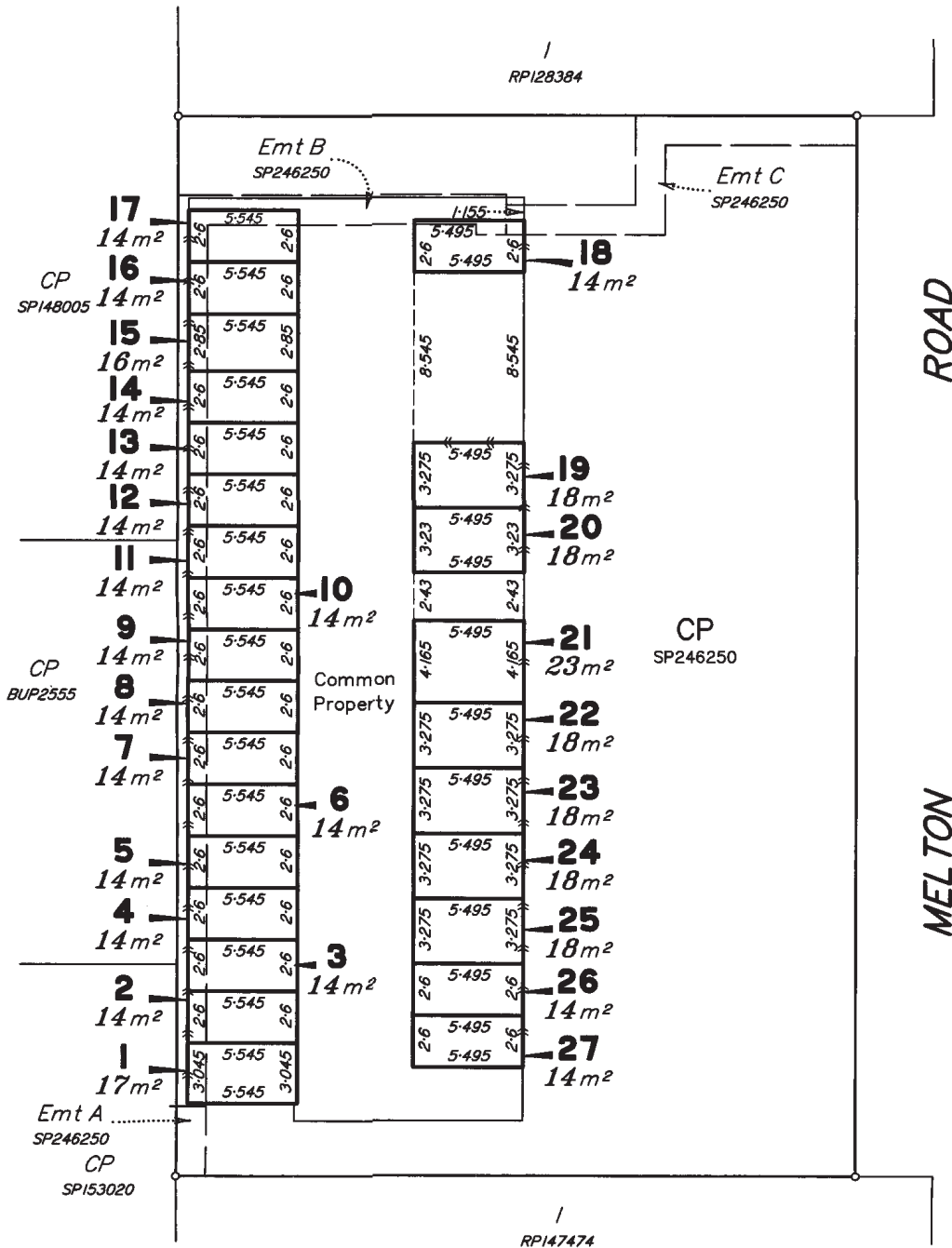
Title References

**PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'A'**

Exclusive Use Areas 1-27
Covering Part of Common Property
on level "A" of SP246250

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Title Reference:
3. Community Title Scheme Name: Park Vue Nundah
4. Community Title Scheme Number:
5. Centreline of Walls where shown:



DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.

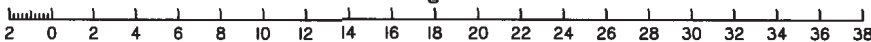


Director

Director

15-10-14
Date

Scale 1:250 - Lengths are in Metres.



Brisbane
PO Box 361 Paddington QLD 4064
Ph: 07 3118 0600
brisbane@dtsqld.com.au

Mackay
PO Box 11711, Mackay Caneland QLD 4740
Ph: 1300 278 783
mackay@dtsqld.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Scale 1:250

Date: 05/09/2014
Surveyor: MJS
Drawn: AnV
Job No: A10311/BNE130520
Acad: A10311Eul.dwg
A3-4039/A

SHEET

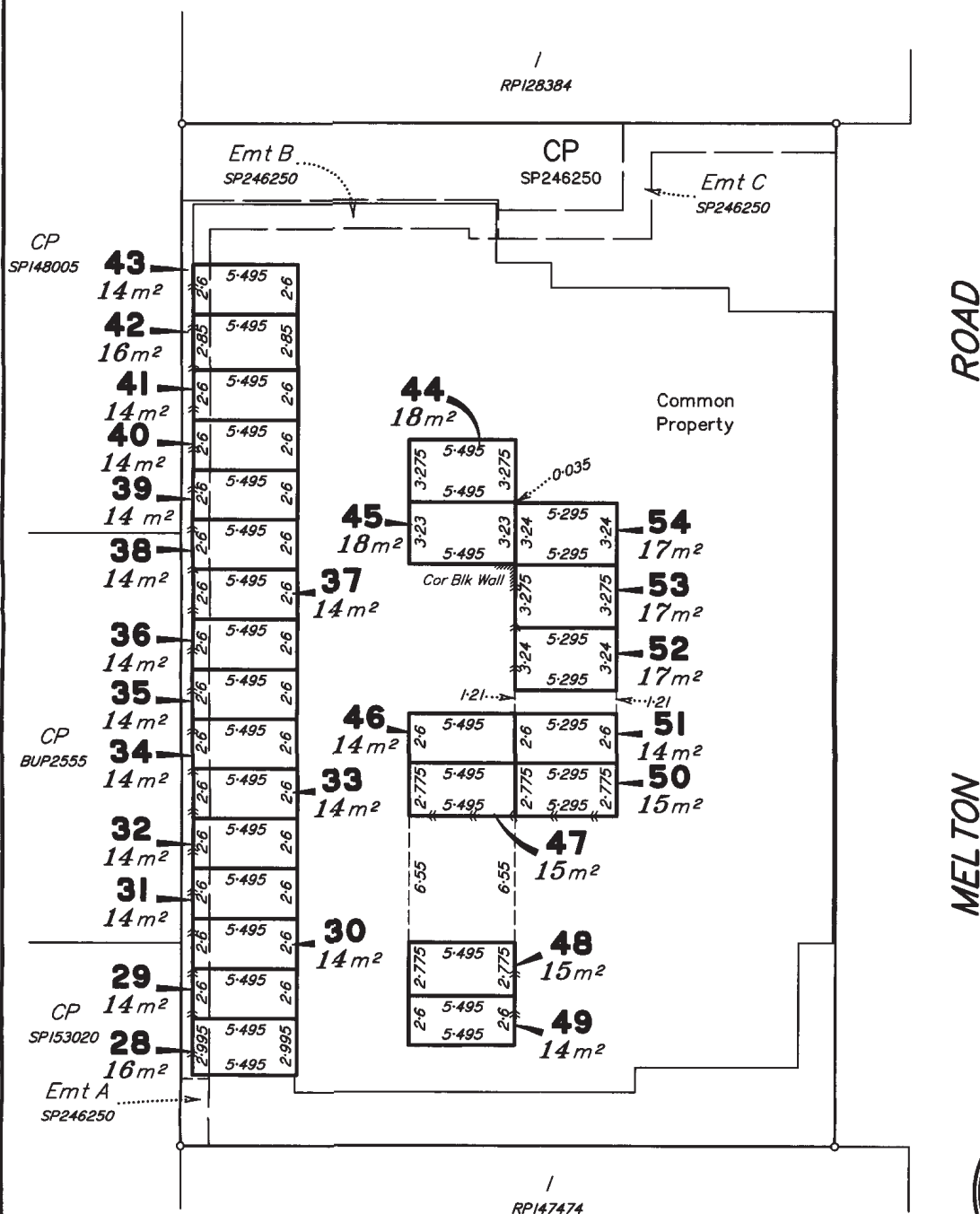
Title References

**PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'B'**

Exclusive Use Areas 28-67
Covering Part of Common Property
on level "B" of SP246250

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Title Reference :
3. Community Title Scheme Name: Park Vue Nundah
4. Community Title Scheme Number:
5. Centreline of Walls where shown: —»—

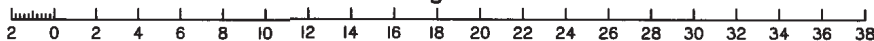


DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



Director
Director
15-10-14
Date

Scale 1:250 - Lengths are in Metres.



Brisbane
PO Box 361 Paddington QLD 4064
Ph: 07 3118 0600
brisbane@dtsqld.com.au

Mackay
PO Box 11711, Mackay Caneland QLD 4740
Ph: 1300 278 783
mackay@dtsqld.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Scale 1:250

Date : 05/09/2014
Surveyor : MJS
Drawn : AnV
Job No : A10311/BNE130520
Acad : A10311Eul.dwg
A3-4039/B

SHEET

Title Reference to issue

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: First Community Management Statement

Name of authorised person or solicitor: Yi-Chien Lin

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Rostron
Carlyle Solicitors

Item/s being altered or corrected: Schedule D

Details of alteration or minor correction: All references to "544" is deleted and replaced with "554".

Party represented (where signed by solicitor): Original Owner

.....
Authorised person's or Solicitor's Signature

Yi-Chien Lin
Solicitor

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature