

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint



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\$157.40

19/12/2013 12:02

SCANNED
14-1-14

BE 460

For more information see the department's website.

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR STELLA APARTMENTS COMMUNITY TITLES SCHEME	KOULLA ZULLO PO BOX 3755 SOUTH BRISBANE bellevueqld@bigpond.com 0414644671	

2. Lot on Plan Description	County	Parish	Title Reference
LOT 15 AND 16 ON RP 34505	STANLEY	TOOMBUL	11555007

3. Registered Proprietor/State Lessee
ZULLO ENTERPRISESPTY LTD A.C.N. AS TRUSTEE UNDER INSTRUMENT 715184574

4. Interest
NOT APPLICABLE

5. Applicant
ZULLO ENTERPRISESPTY LTD A.C.N. AS TRUSTEE UNDER INSTRUMENT 715184574

6. Request

I hereby request that: I HEREBY REQUEST THAT THE FIRST CMS DEPOSITED HERewith BE RECORDED AS THE CMS FOR STELLA APARTMENTS COMMUNITY TITLES SCHEME AND THAT PO BOX 184 KEDRON QLD 4031 BE RECORDED AS ADDRESS FOR SERVICE ON THE BODY CORPORATE FOR THE SCHEME

7. Execution by applicant



19, 12, 13
Execution Date

[Signature] (DIRECTOR)
Applicant's or Solicitor's Signature

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

45486

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

CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module
STELLA APARTMENTS COMMUNITY TITLES SCHEME	STANDARD MODULE

3. Name of body corporate
BODY CORPORATE FOR STELLA APARTMENTS COMMUNITY TITLES SCHEME

4. Scheme land	Lot on Plan Description	County	Parish	Title Reference
	COMMON PROPERTY OF STELLA APARTMENTS COMMUNITY TITLES SCHEME	STANLEY	TOOMBUL	NEW TITLES TO ISSUE
	LOTS 1 TO 10 ON SP 263091	STANLEY	TOOMBUL	

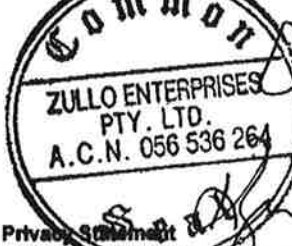
5. Name and address of original owner	6. Reference to plan lodged with this statement
ZULLO ENTERPRISES PTY LTD ACN 056 536 264 AS TRUSTEE UNDER INSTRUMENT 715184574 of: C/- PO Box 3755, South Brisbane Qld 4101	SP 263091

first community management statement only

7. Local Government community management statement notation

J. Charlton signed
Helena Charlton, A/PRINCIPAL PLANNER name and designation
BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

	<i>Zullo (DIRECTOR)</i>	ZULLO ENTERPRISES PTY LTD ACN 056 536 264 - Director
	<i>26/11/13</i> Execution Date

*Execution
 *Original owner to execute for a first 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 DERM see the department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 263091	1	1
Lot 2 on SP 263091	1	1
Lot 3 on SP 263091	1	1
Lot 4 on SP 263091	1	1
Lot 5 on SP 263091	1	1
Lot 6 on SP 263091	1	1
Lot 7 on SP 263091	1	1
Lot 8 on SP 263091	1	1
Lot 9 on SP 263091	1	1
Lot 10 on SP 263091	1	1
TOTALS	10	10

1. Contribution Schedule Lot Entitlements

The Equality Principle has been used to calculate the Contribution Schedule for the Stella Apartments Community Title Scheme. The Contribution Entitlements must be equal, except to the extent to which it is just and equitable in the circumstances for them not to be equal.

2. Interest Schedule Lot Entitlements

The Market Value Principle has been used to decide the Interest Schedule Lot Entitlements. The Interest Schedule Lot Entitlements reflect the respective market values of the individual lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS**"By-Laws for Stella Apartments Community Titles Scheme"****1. INTERPRETATION PROVISIONS****1.1 Meaning of Words**

In these by-laws capitalised words have the following meaning:-

"BCCM Act" means the *Body Corporate and Community Management Act 1997*.

"Body Corporate" means the body corporate incorporated on registration of the Plan and includes where the context allows, the Committee, the agents, servants or representatives of the body corporate.

"Building" means the building or any part of the building constructed on the Site.

"Committee" means the committee of the Body Corporate under the Regulation Module.

"Common Property" means that part of the Scheme Land which is not a Lot on the Plan and includes where appropriate any easement, exclusive use area or other property which the members of the Body Corporate share the benefit of

"Council" means the Brisbane City Council.

"Lot" means a lot on the Plan.

"Lot Entitlement Basis" refers to the apportionment of a body corporate charge in accordance with the following formula:

$$\frac{A \times B}{C}$$

WHERE

- A equals the amount of the charge to be apportioned,
 B the contribution schedule lot entitlement of the Lot to be attributed with a proportion of the charge;
 C the aggregate contribution schedule lot entitlement of all Lots affected by the charge.

"Occupier" means a resident owner or resident lessee of a Lot, or someone else who lives on the Lot.

"Original Owner" has the meaning in section 13 of the BCCM Act.

"Owner" means the owner of a Lot

"Plan" means the Building Format Plan registered under the *Land Title Act 1994* to establish the Scheme.

"Regulation Module" means the regulation module for the Scheme.

"Scheme" means the Stella Apartments Community Title Scheme.

"Scheme Land" means the lots and common property identified on the Plan.

"Site" means the land at 34 Surrey Street, Nundah described as Lots 15 and 16 on RP 34505, County of Stanley, Parish of Toombul.

1.2 Understanding these By-Laws

In these by-laws, unless the context otherwise requires

- (a) references to
- ◆ persons include companies, associations, firms and authorities;
 - ◆ a person, where more than one person is involved, means all of them together and each of them separately;
 - ◆ a person includes, where the context allows, the servants, employees, agents, invitees or licensees of that person;
 - ◆ a statute includes all statutory provisions amending, consolidating or replacing the statute.
- (b) the singular includes the plural and the other way around;
- (c) headings do not affect the meaning of these by-laws;
- (d) if something is required to be done by an Owner, that thing may be done by the Body Corporate acting on behalf of the Owner;
- (e) if a word or phrase is defined, any variation of that word or phrase has a similar meaning.
- (f) if something is required to be done or approved by the Body Corporate that thing may be done or approved by the Committee acting on behalf of the Body Corporate (if the law so permits and if the context of the by-law allows).

2. BUILDING USE

2.1 Permitted Use

- (a) Subject to by-law 7, a Lot must only be used for residential and other ancillary purposes. Such ancillary purposes may include but not be limited to the operation of a home office.
- (b) The Occupier of a Lot must, in relation to the use of the Lot:
- (i) comply with all local authority by-laws and ordinances; and
 - (ii) comply with the Community Management Statement for the Scheme.

2.2 Proper Use of Facilities

- (a) The Occupier of a Lot must use the toilets, sinks, drainage and plumbing facilities in the Lot and in the Common Property only for the purpose for which they were constructed or provided, and must not deposit any rubbish or other pollutants in the facilities.
- (b) The Occupier of a Lot must not waste water and must ensure that all water taps in the Lots are promptly turned off after use.
- (c) Any costs or expenses resulting from damage or blockage to water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Occupier who causes the damage.
- (d) The occupier of a lot 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.

2.3 Nuisance

An Occupier must not do anything in the Lot or Common Property which is hazardous, immoral, likely to cause nuisance, injury or unreasonable disturbance to anyone else in the Building or to the occupants of properties adjoining or adjacent to the Building.

2.4 Behaviour

All persons using the Common Property must at all time behave in a good and orderly manner showing proper regard to the rights of others to peaceably use and enjoy the Common Property and other areas within the Building.

2.5 Behaviour of Invitees

- (a) An Owner or Occupier of a Lot shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another Lot or of any person lawfully using Common Property.
- (b) If the Occupier or Occupier of a Lot 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 owner or occupier or their Invitees.
- (c) An Owner of a Lot which is the subject of a lease, license 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 lessee, licensee, tenant or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- (d) The duties and obligations imposed by these By-laws on an owner or occupier of a Lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by any owner or occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a Lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the Lot at a time when the breach occurred.

2.6 Auctions

Auction sales must not be conducted or take place in the Lots or on the Common Property except with the written approval of the Body Corporate Committee.

2.7 Storage of Flammable Liquids

An Occupier of a Lot must not store or use chemicals, inflammable liquids, acetylene gas, alcohol or volatile or explosive substances upon a Lot without the written consent of the Body Corporate.

2.8 Noise

The occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

3. DAMAGE TO COMMON PROPERTY

3.1 An Occupier of a Lot must not mark, paint, drive nails or screws or the like into or otherwise damage, deface or alter the appearance of any Common Property except with the consent in writing of the Body Corporate Committee. This by-law does not, however, prevent an Owner or other person authorised by the Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon the Owner's Lot.

3.2 Damage to lawns etc.

- (1) The occupier of a Lot must not, without the body corporate's written approval -
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) (b) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

4. APPEARANCE OF LOTS

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

- (2) The occupier of a lot must not, without the body corporate's written approval -
 - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

4.2 Cleanliness

All Lots must be kept clean and tidy.

4.3 Pests

- (a) An Occupier of a Lot must take all reasonable steps to prevent infestation of the Lot by vermin, insects and other pests.
- (b) The Body Corporate may from time to time effect a pest extermination program for the Building and the Occupier of a Lot must cooperate with the Body Corporate in the implementation of that program.
- (c) The Body Corporate may levy the Owner of a Lot in the proportion the Lot entitlement of the Lot bears to the total Lot entitlement in the Scheme of the cost of the pest extermination program.

4.4 Signs

An Occupier of a Lot must not paint, affix or display any signs, advertisements, notices, posters, placards, banners or other material on any part of the Common Property unless otherwise authorised by these by-laws or the prior written consent of the Body Corporate has been obtained.

4.5 Obstruction

The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else for example by obstructing use of fire passages, access ramps, driveways, the delivery area, or lifts.

5. REPAIRS AND ALTERATIONS

5.1 Windows

The Occupier of a Lot must keep windows in the Lot clean and repair or replace all broken glass (irrespective of the cause) including plate glass with glass of the same or substantially similar quality.

5.2 Alterations, Equipment and Partitions

The Occupier of a Lot must not:-

- (a) make any structural alteration or addition to the Lot;
- (b) damage the Lot; or
- (c) install any partitioning,

without the prior written consent of the Body Corporate and unless the requirements of public authorities are observed. If the Occupier of the Lot is not the Owner, the Owner must also consent in writing to such work. This by-law 5.2 does not apply to any work undertaken by the Original Owner or its employees, agents, contractors and sub-contractors relating in any way to the conversion and fit out of the Building or any Lot in the Building to the configurations and uses contemplated by these by-laws.

5.3 Inspection and Repair

The Body Corporate (or anyone it authorises) may enter a Lot:-

- (a) to install, maintain and repair utility services provided to the Lot including electrical, gas, water and telephone installations
- (b) to trace and repair any leakage or defective utility installations
- (c) to abate a nuisance (for example to stop the spread of fire); or
- (d) to eradicate vermin, insects and other pests,

5.4 Notice of Entry

Where practicable the Body Corporate must give to the Occupier of a Lot not less than 24 hours notice of its intention to enter the Lot.

5.5 Minimum Interference

The Body Corporate in exercising its right of entry under this by-law must use its best endeavours to minimise interference to the Occupier of a Lot.

6. INSURANCE

The Occupier of a Lot must not do, or omit to do, anything within the Lot or Common Property which may increase the insurance premium payable in connection with a Lot or the Common Property or which may allow the insurer to refuse a claim under an insurance policy or charge an additional premium.

- (a) The Occupier of a Lot must not do, or omit to do, anything within the Lot or Common Property which may increase the insurance premium payable in connection with a Lot or the Common Property or which may allow the insurer to refuse a claim under an insurance policy or charge an additional excess.
- (b) The Body Corporate will insure to the value of its condition when new the Common Property and the Body Corporate assets to cover damage, and costs incidental to the reinstatement and replacement, including the costs of debris removal and the fees of relevant professional advisers.

- (c) An owner shall be responsible for the insurance of owners fixtures as defined by the Body Corporate and Community Management Act, including all electrical equipment, carpets, drapes and improvements within their Lot.
- (d) If a lot has improvements made to it or a use in it, is such that the premium for reinstatement insurance is likely to increase, the owner of the lot must give the Body Corporate details as soon as practicable. The lot owner is liable to contribute the cost of any additional premium.

7. DISPLAY LOT

Whilst the Original Owner remains the owner of a Lot it will be entitled to use any of the Lots which it owns or has the use of as a display lot and will be entitled to show the display lot to prospective Buyers. For this purpose, it will be entitled to use advertising signs and display material in or about the Lot and Common Property as it sees fit.

8. RECOVERIES

8.1 Recovery of Monies

If a person breaches the BCCM Act or these by-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner of the Lot from where the person who committed the breach resides or was an invitee.

8.2 Recovery of Costs

If an Owner fails to pay levies or other monies properly owing to the Body Corporate and the Body Corporate institutes recovery action for the debt, the Owner must pay on demand the whole of the Body Corporate's costs and expenses (including overdraft fees, debt collection expenses and legal fees on a solicitor and own client basis) incurred as a result of the Owner's failure to pay.

8.3 Interest

If a contribution levied under the Regulation Module is unpaid 30 days after it falls due for payment then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting from time to time.

If, at the time a person becomes the owner of a Lot, a prior owner of the Lot owes interest on a contribution, the new owner will be jointly and severally liable with the previous owner for payment of the interest.

8.4 Recovery of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt

9. POWER TO ENTER CONTRACTS

9.1 The Body Corporate has all the powers necessary for carrying out its functions and may, for example, enter into contracts for the:

- (a) installation, operation and maintenance of any security system on the Common Property;
- (b) management, maintenance and repair of Common Property;
- (c) appointment of a Body Corporate manager to perform the duties and functions of the Body Corporate to the extent allowed by the Regulation Module;
- (d) removal of garbage; and
- (e) provision of telecommunication services, including but not limited to pay television and access to the internet.

10. SECURITY

- (a) The Body Corporate may, as part of a security system for the Building erect and operate gates or other structures at entrances to the Building for the purpose of regulating or prohibiting access to the Building.
- (b) The Body Corporate will control the issue and usage of all security keys, cards and passes needed to obtain access to the Building.
- (c) The Body Corporate may refuse admission to the Building of any person that it considers a security risk or likely to create a nuisance.
- (d) The Body Corporate may, upon a complaint being made, remove from the Building any person who is creating a nuisance or is otherwise breaching these by-laws.
- (e) The Body Corporate may grant a person admission to the Building subject to limits on the time of use, or the parts of the Building which may be accessed or the manner of use and such right of admission may be revoked at any time by the Body Corporate on reasonable grounds.
- (f) The Occupier of a Lot must at all times observe and comply with the security arrangements put in place from time to time by the Body Corporate. For example, the Occupier of a Lot must ensure that all entries are left secure after entry to or exit from the Building has been effected.

11. GARBAGE DISPOSAL

11.1 An Occupier of a Lot must:

- (a) dispose of garbage to the receptacles located on such part of the Building as may be provided by the Body Corporate.
- (b) at all times protect garbage deposited in the authorised receptacle against the attraction by flies, by wrapping the garbage in garbage bags or other suitable material;
- (c) at all times keep the proper and correct fitting lid on the authorised receptacle except when the lid is removed to deposit garbage, to have the contents removed or to clean the receptacles;
- (d) not place or cause to be placed in the authorised receptacle any refuse matter or thing which is aflame, smouldering, sludge or not garbage. For the purpose of this by-law, 'sludge' means any solids or liquids which have been removed from a septic tank, septic closet, chemical closet, sullage pit or grease trap;
- (e) ensure that the health, hygiene and comfort of other Occupiers is not adversely affected by the Occupier's disposal of garbage.
- (f) comply with all local government local laws about disposal of garbage.

12. RULES

- 12.1 The Committee may make rules relating to the Common Property not inconsistent with, these by-laws.
- 12.2 The rules must be observed by each Occupier of a Lot unless and until the rules are disallowed or revoked by a majority resolution of the Body Corporate in general meeting.

13. NOTICES TO BE OBSERVED

- 13.1 The Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property in accordance with these by-laws.

14. CONTRACTORS

- 14.1 An Owner or Occupier must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised and all requests for consideration of any particular matter must be referred to the Committee for determination.

15. RENOVATION OF A LOT

- 15.1 Any renovation of a Lot must comply with the followings
 - (a) all relevant permits (if any) to be obtained from all relevant authorities in compliance with regulations and by-laws;
 - (b) the Body Corporate by-laws to be adhered to during the course of any works;
 - (c) any damage sustained to Common Property during the course of any works are to be rectified by the Occupier to the satisfaction of the Body Corporate;
 - (d) no load bearing wall or support is to be removed or interfered with, without the written consent of the Body Corporate;
 - (e) the Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it grant its approval to the works and the Occupier must comply with all such requests.

16. VEHICLES

- 16.1 The Occupier of a Lot must not, without the Body Corporate's written approval
 - (a) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (b) permit an invitee 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.
- 16.2 An approval under by-law 16.1 must state the period for which it is given with the exception of designated visitor parking.
- 16.3 However the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier with the exception of designated visitors parking.
- 16.4 This by-law 16 does not apply to Common Property over which an Occupier has exclusive use rights or is designated visitor parking.

17. CARPARKS

- 17.1 An Occupier or Owner of a Lot must:
 - (a) only use the car space for the parking of a motor vehicle, motor cycle or watercraft ("vehicles") and no other item, article or substance without the prior written consent of the Body Corporate or Committee which consent may be given conditionally and/or withdrawn at any time.
 - (b) ensure that all vehicles are parked wholly within the car space of the Lot;
 - (c) not use the car space to conduct repair or restorations of any motor vehicle, boat, trailer or mechanical device; and
 - (d) keep the car space in a clean and tidy condition, for example free of oil stains.

17.2 LEASING OF CAR PARKS BY OWNERS

An owner of a Lot shall not use the car parking space other than for the lot owner or tenants or their bona fide visitors whether by way of exclusive use or lease. The Lessee, licensee or occupier of the car park must comply with the terms of this by-law.

18. KEEPING OF ANIMALS

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

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

19. EXCLUSIVE USE – CARPARKS AND GARDEN AREAS

19.1 The Body Corporate grants to each of the Owners the exclusive use and enjoyment of that area of Common Property as allocated to them respectively and for the purposes specified in Schedule E and identified in the attached sketch plans marked "A" and "B" on the following conditions:-

- (a) the Owner is responsible for the cost of maintaining its exclusive use area including any improvements installed on the exclusive use area in accordance with the Standard Module;
- (b) the Owner must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate; and
- (c) the Owner must allow the Body Corporate access at all time to the exclusive use area to enable inspection and maintenance, if necessary.
- (d) the Owner is to maintain landscaping in accordance with By Law 33.

20. AIR CONDITIONING CONDENSERS OR MECHANICAL PLANT INSTALLATIONS

20.1 The Body Corporate may grant exclusive use to the owner of a Lot to use any part of the common property for the installation of air conditioning condensers or other equipment servicing the Lot.

20.2 An owner must provide screening for any externally mounted air-conditioning or mechanical plant installations in accordance with the following requirements:

- (a) no unscreened installations on the proposed development are to be visible from the surrounding sites; and,
- (b) any installations which are required to be located on any roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the development package of the Brisbane City Council relating to this Body Corporate and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

21. CURTAINS, VENETIAN BLINDS, SECURITY SCREENS AND WINDOW TINTING

An owner shall not hang curtains, install venetian blinds, security screens, or apply window tinting visible from outside the Lot unless such hanging, installation or application has first been approved by the Committee of the Body Corporate. An owner shall not install or renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting use in all units presents a uniform appearance when viewed from Common Property or any other Lot.

22. FIRE ALARMS

An owner or occupier shall not do anything or allow any of their invitees to do anything to cause any fire alarms situated on the Scheme Land to sound except in the event of a fire. Any owner or occupier who breaches this By-law or whose invitee 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).

23. RECOVERY OF COSTS

An owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by any owner or occupier or the tenant, guest, servants, employees, agents, children, invitees or licensees of the owner or occupier or any of them, 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.

24. ELECTRICITY

The Body Corporate shall have the lawful authority from time to time (but is not obligated) to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, use, run and maintained an Energy Management System ("EMS") for the Scheme and in such case the following will apply:-

- (a) The Body Corporate will have the power to enter into a Contract for the purchase of reticulated electricity on an economic basis, for the whole of the Scheme from the relevant authority;
- (b) The Body Corporate will have the power to sell reticulated electricity on an economic basis, for the whole of the Scheme from the relevant authority;
- (c) Each owner or occupier of a Lot must purchase all electricity consumed in the Lot direct from the Body Corporate and must not purchase electricity from any other source;

- (d) The Body Corporate shall arrange for the installation of a separate electricity meter for each Lot;
- (e) The Body Corporate will not be required to supply to any owner or occupier of a Lot electricity requirements beyond those requirements which the relevant authority could supply at any particular time;
- (f) The Body Corporate will render accounts to each owner or occupier of a Lot and those accounts must be paid to the Body Corporate within fourteen (14) days of delivery;
- (g) An owner or occupier of a Lot is liable, jointly and severally with any person liable to pay any electricity account issued by the Body Corporate in relation to that owner's Lot under these by-laws;
- (h) In the event that a proper account for the supply of reticulated electricity is not paid by the due date for payment the Body Corporate may recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt to it in any Court of competent jurisdiction and/or disconnect the supply of reticulated electricity to the relevant Lot;
- (i) The Body Corporate will not be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or any other cause; and
- (j) The Body Corporate will, from time to time, determine a security deposit to be paid by each owner or occupier of Lots connected for the supply of the reticulated electricity as a guarantee against non-payment of accounts for the supply or reticulated electricity and the owner or occupier of each Lot must pay the security deposit on demand.

25. GOODS AND FURNITURE REMOVAL

- 25.1 This by-law does not apply to the movement of day to day goods such as groceries or small personal items in and out of the Building.
- 25.2 Furniture and other goods of bulk size may only be moved into and out of the Building with the prior arrangement of the onsite Caretaker.
- 25.3 Owners or occupiers who damage the Common Property moving furniture and goods into and out of the Building must pay to the Body Corporate, on demand, the cost to the Body Corporate of making good that damage.

26. COPY OF BY-LAWS

An Owner must provide any tenant or other occupier of its Lot with a copy of these By-Laws.

27. BICYCLES

An Owner must not, without the Body Corporate's written approval:-

- (a) ride a bicycle, skateboard, scooter, or rollerblades on the Common Property; or
- (b) permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the Common Property

28. RESTRICTION ON ENCLOSING BALCONIES

All balconies shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Design-Low, Character and Low-Medium Density Code" and clearly depicted on the approved drawings for the Building.

29. RESTRICTION ON DRIVEWAY

The driveway, including any associated landscaping, visitor parking spaces, disabled parking space and vehicle turning areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any Lot. The visitor parking spaces are to remain available for use by all bona-fide visitors, guests or invitees of the site's tenants.

30. MINIMUM CARPARK ALLOCATION

The Body Corporate must maintain areas allowed for the loading and unloading of vehicles within the site and must maintain parking on the site for fifteen (15) cars, including three (3) visitor parking spaces which must be maintained for that purpose and according to the following:

- (a) the spaces must remain unenclosed and allow for 24 hour unrestricted access for bona fide visitors to any visitor bay.
- (b) the site entrance and visitor parking bays must remain unobstructed other than for purpose specified and are not to be fitted with roller door, gate or similar device preventing access to the visitor parking bays;
- (c) three (3) visitor parking spaces shall not be included in any exclusive use areas for individual Lots;
- (d) Visitor car parks must be clearly labelled as Visitor Parking;
- (e) A directional visitor parking sign is to be placed at the frontage of the site adjacent to or clearly visible from the vehicle entrance to the site.

31. REFUSE BINS

- (a) The Body Corporate must provide for a screened bin corral and locate as indicated on the approved plans for storage of a bulk refuse bin and recycle bin(s). This storage area is to cater for all bins which are required to be shared between tenants.

- (b) Lot owners must ensure refuse and recyclable bins are to be stored in the designated storage areas and are collected from the refuse collection points as nominated by the Body Corporate.

32. BODY CORPORATE REQUIREMENT

The Body Corporate must ensure:

- (a) All sealed traffic areas must be cleaned as necessary to prevent emissions of a particulate matter.
- (b) All landscaped areas are to be maintained (watering, weeding, mulching, plant replacement) as per the landscape plan by the Brisbane City Council.
- (c) There is to be no individual external air-conditioning units.
- (d) The acoustic damping of any metal grills, metal plates or similar subject to vehicular traffic to prevent environmental nuisance is to be maintained at all times.
- (e) Existing trees within the common recreation and landscape areas are to be retained and protected and no work carried out on, or within the drip line of these trees unless written approval from the Landscape Architect Development Assessment.
- (f) The trees are to be maintained in accordance with an approved annual maintenance regime prepared by a qualified arborist.
- (g) All the landscape areas are to be maintained in accordance to the approved landscape plan (including on-going maintenance) and its relevant conditions as approved by the Brisbane City Council.
- (h) Parking and Manoeuvring areas on site are maintained and for the loading and unloading of the vehicles in accordance with approved plans and conditions, terms of the easements and the TAPS Policy of the Brisbane City Plan 2000.
- (i) A suitable system of lighting is maintained in a safe and good working order, to operate from dusk to dawn, within all areas where the public will be given access.
- (j) A suitable system of lighting is installed and maintained to illuminate the car parking areas, which along with any outdoor lighting, is to comply with Australian Standard No. AS4282.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

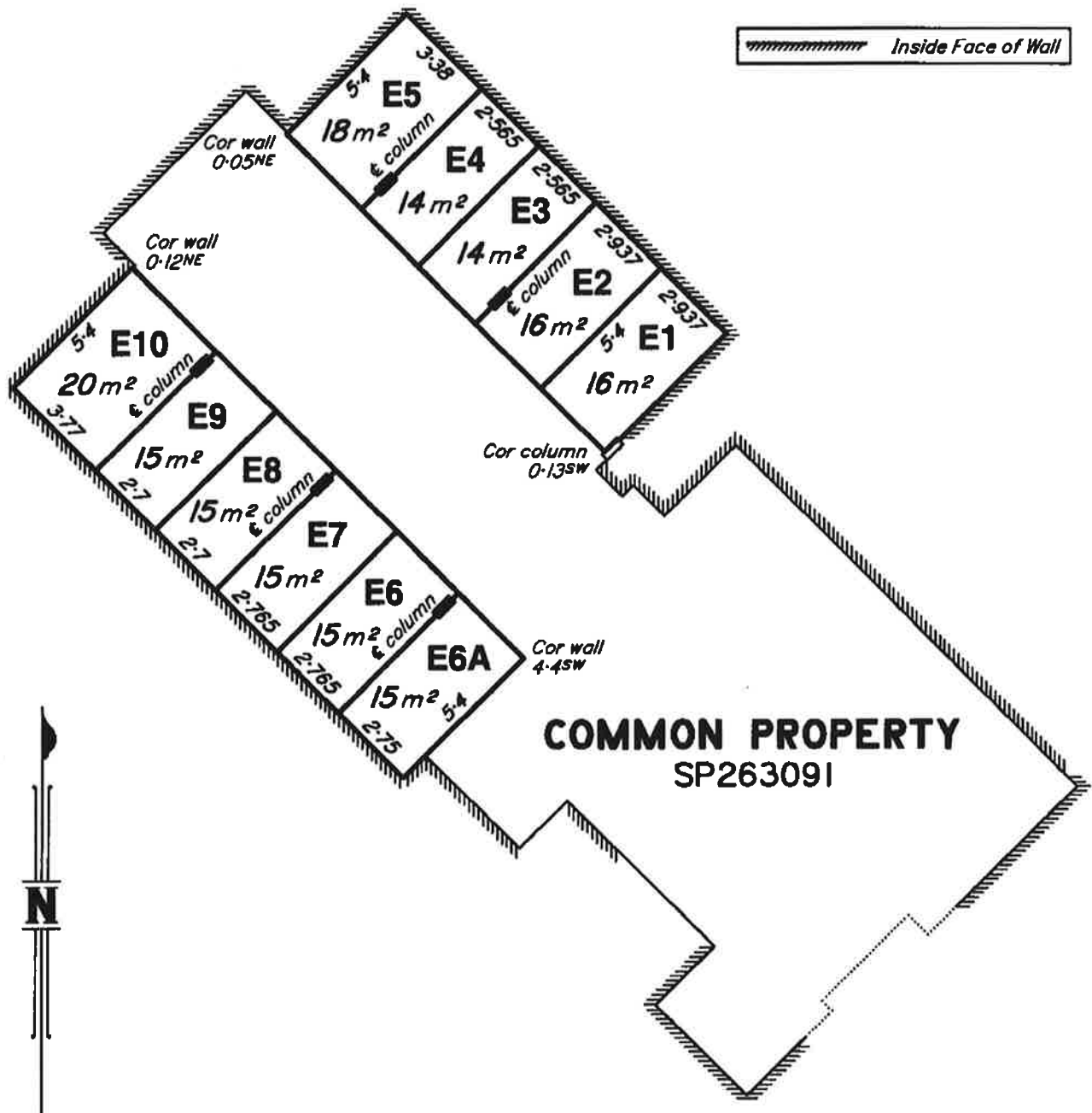
Lot on Plan or Common Property	Statutory Easement	Service Location Diagrams
Common Property	Utility services; Provision of Utility Services; Support & Shelter	Sketch Plan "C"
Lot 1 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 2 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 3 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 4 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 5 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 6 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 7 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 8 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 9 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	
Lot 10 on SP 263091	Utility services; Provision of Utility Services; Support & Shelter	

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

Lot on Plan	Exclusive Use Area	Use of Area
Lot 1 on SP 263091	Area "E1" on Sketch Plan "A"	Carpark
Lot 2 on SP 263091	Area "E2" on Sketch Plan "A"	Carpark
Lot 3 on SP 263091	Area "E3" on Sketch Plan "A"	Carpark
Lot 4 on SP 263091	Area "E4" on Sketch Plan "A"	Carpark
Lot 4 on SP 263091	Area "E4A" on Sketch Plan "B"	Garden

Lot 5 on SP 263091	Area "E5" on Sketch Plan "A"	Carpark
Lot 5 on SP 263091	Area "E5A" on Sketch Plan "B"	Garden
Lot 6 on SP 263091	Area "E6" on Sketch Plan "A"	Carpark
Lot 6 on SP 263091	Area "E6A" on Sketch Plan "A"	Carpark
Lot 7 on SP 263091	Area "E7" on Sketch Plan "A"	Carpark
Lot 8 on SP 263091	Area "E8" on Sketch Plan "A"	Carpark
Lot 9 on SP 263091	Area "E9" on Sketch Plan "A"	Carpark
Lot 10 on SP 263091	Area "E10" on Sketch Plan "A"	Carpark

99 A 99



Inside Face of Wall

COMMON PROPERTY
SP263091

LEVEL A

Metres 0 10m 20m 50mm 100mm

CMS Name: **STELLA APARTMENTS** CMS No. _____

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SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS
HILLOCC Pty Ltd ACN 067 844 133
LICENSED CONSULTING SURVEYORS
UNIT 1B, 58 HOLDSWORTH STREET
COORPAROO QLD 4151
PHONE: 07 3394 4632 FAX: 07 3324 1640

PLAN OF **EXCLUSIVE USE AREAS**
E1 TO E6, E6A AND E7 TO E10
in Common Property on SP263091

PARISH: **TOOMBUL** COUNTY: **Stanley**

Locality: **NUNDAH** Local Auth: **BRISBANE C.C.**

Scale: **1:200 (A4)** Date/Ref: **08/11/2013 - BD13476** Orig Per: **143**

Meridian: **SP263091** Map Ref: **9543-33412**

HILLOCC PTY LTD (ACN 067 844 133) hereby certify that the details on this sketch plan are correct.
Director / Qualified Surveyor
Date: **14/11/13**

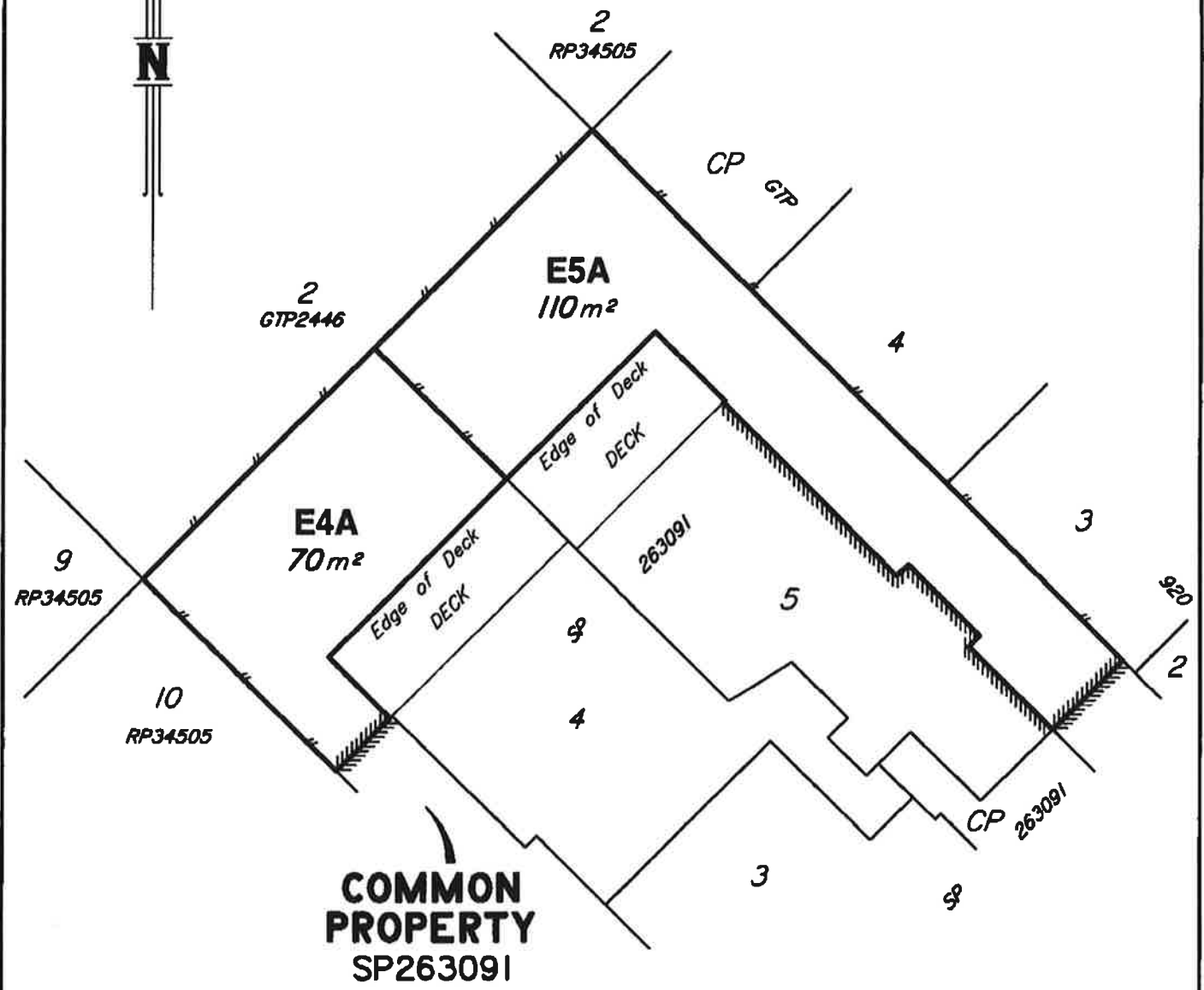
SHEET 1 OF 2
Plan Number: **10527/13-EUA-01**

10527 BFP

99 B 99



	Face of Wall
	Edge of wall
	Fence



LEVEL B

Metres 0 10m 20m 50 100 mm

CMS Name: **STELLA APARTMENTS** CMS No. _____

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SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS
 HILLOCC Pty Ltd ACN 067 844 133
 LICENSED CONSULTING SURVEYORS
 UNIT 1B, 58 HOLDSWORTH STREET
 COORPAROO QLD 4151
 PHONE: 07 3394 4632 FAX: 07 3324 1640

PLAN OF **EXCLUSIVE USE AREAS**
E4A AND E5A
 in Common Property on SP263091

PARISH: **TOOMBUL** COUNTY: **Stanley**

Locality: **NUNDAH** Local Auth: **BRISBANE C.C.**

Scale: **1 : 200 (A4)** Date/Ref: **08/11/2013 - B013476** Orig Por: **143**

Meridian: **SP263091** Map Ref: **9543-33412**

HILLOCC PTY LTD
 (ACN 067 844 133) hereby certify that the details on this sketch are correct.

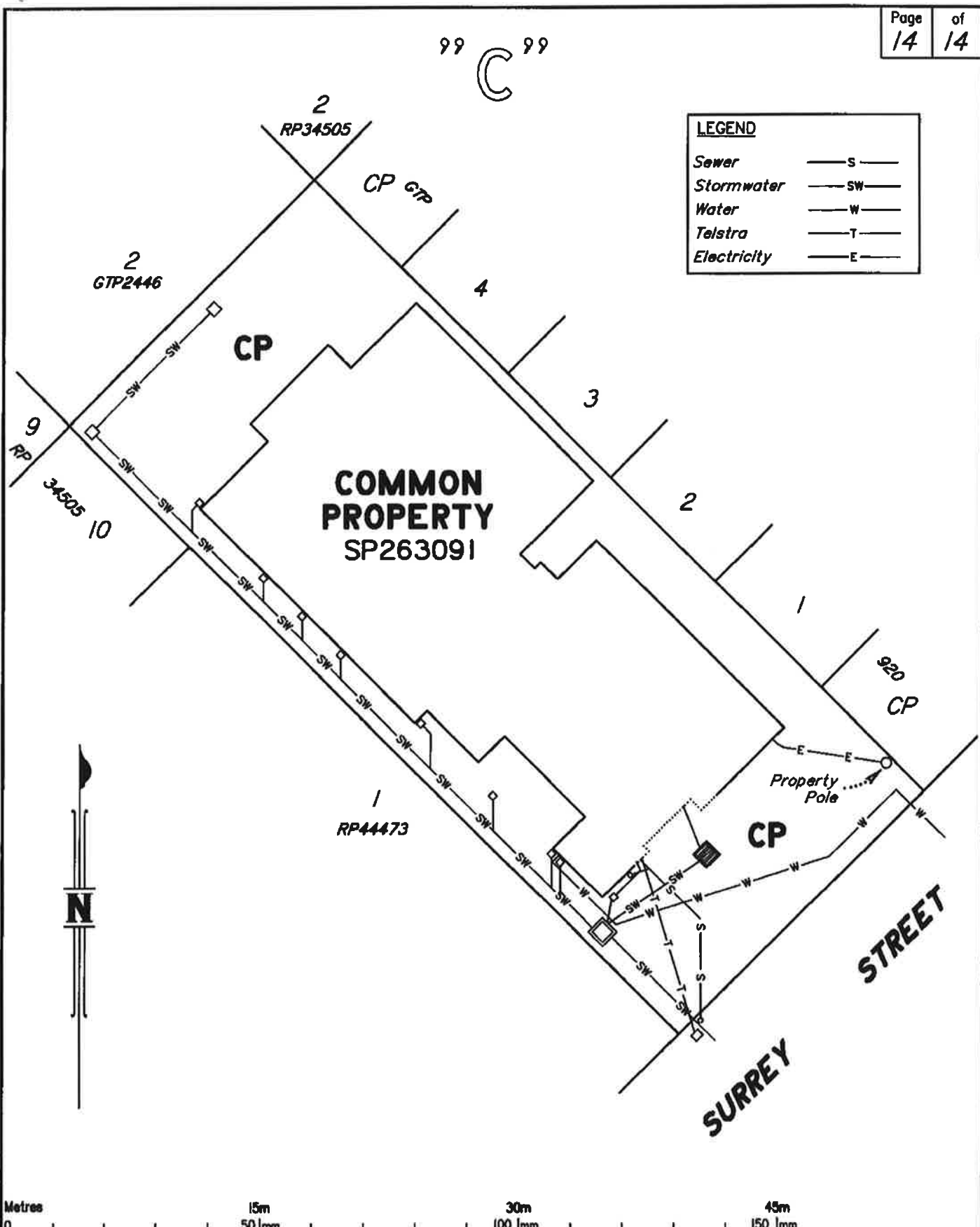
COMMON SEAL

44 11/11/13

SHEET 2 OF 2

Plan Number: **10527/13-EUA-02**

10527 BFP



<p>Metres 0 15m 30m 45m 0 50mm 100mm 150mm</p>		<p>PLAN OF SERVICE LOCATION DIAGRAM in Common Property on SP263091</p>		<p>LEVEL A</p>	
<p>CMS Name: STELLA APARTMENTS CMS No.</p>		<p>PARISH: TOOMBUL COUNTY: Stanley</p>		<p>SHEET 1 OF 1</p>	
<p>Hilocc SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS HILLOCC Pty Ltd ACN 067 844 133 LICENSED CONSULTING SURVEYORS UNIT 1B, 58 HOLDSWORTH STREET COORPAROO QLD 4151 PHONE: 07 3394 4632 FAX: 07 3324 1640</p>		<p>Locality: NUNDAH Local Auth: BRISBANE C.C.</p>		<p>Scale: 1 : 300 (A4) Date/Rev: 06/11/2013 - BD13476 Orig Per: 143</p>	
<p>Meridian: SP263091</p>		<p>Map Ref: 9543-33412</p>		<p>Plan Number 10527/13-SLD-01</p>	

10527 BFP