

GENERAL REQUEST

Dealing Number

Duty Imprint

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708659319

\$57.00

16/05/2005 15:03

BE 470

1. Nature of request

Request to Record New Community Management Statement
for The Avenues at Hendra CTS

Lodger (Name, address & phone number)

Nicholsons Solicitors
Level 2, 77 Eagle Street
BRISBANE QLD 4000
P: (07) 3226 3944
F: (07) 3221 3756
R: IGAM:jak:36609

Lodger
Code

250

2. Lot on Plan Description

County

Parish

Title Reference

Common Property of The Avenues at
Hendra Community Titles Scheme 19617

Stanley

Toombul

19303591

3. Registered Proprietor/State Lessee

Body Corporate for The Avenues at Hendra CTS

4. Interest

Fee simple

5. Applicant

R Jackson Pty Ltd

6. Request

I hereby request that: the New CMS deposited herewith, which amends Schedule C of the existing CMS, be recorded as
the CMS for The Avenues at Hendra CTS and that R Jackson Pty Ltd, PO Box 115, Albion, Qld 4010 the Body Corporate
Manager, be recorded as the address for service on the Body Corporate for the Scheme.

7. Execution by applicant

Execution Date

16/05/05

Applicant's or Solicitor's Signature

IAN GILBERT ANDERSON MARR
Solicitor

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

THI
WIT
CA:
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CO.

19617

Once use only
CMS LABEL NUMBER

statement incorporates and must include the following:

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

1. Name of community titles scheme

The Avenues at Hendra Community Titles Scheme
19617

2. Regulation module

Standard

3. Name of body corporate

Body Corporate for The Avenues at Hendra Community Titles Scheme 19617

4. Scheme land

Lot on Plan Description
See Enlarged Panel

County

Parish

Title Reference

5. Name and address of original owner #

Not applicable

6. Reference to plan lodged with this statement

Not applicable

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997

Signed

name and designation

name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

13/05/05

*Execution

JOHANNES HELM WOODS
CHAIRMAN
JOAN DEBORAH GANNON
SECRETARY

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Title Reference 19303591

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of The Avenues at Hendra Community Titles Scheme 19617	Stanley	Toombul	19303591
Lot 1 on GTP 3591	Stanley	Toombul	18547029
Lot 2 on GTP 3591	Stanley	Toombul	18547030
Lot 3 on GTP 3591	Stanley	Toombul	18547031
Lot 4 on GTP 3591	Stanley	Toombul	18547032
Lot 5 on GTP 3591	Stanley	Toombul	18547033
Lot 6 on GTP 3591	Stanley	Toombul	18547034
Lot 7 on GTP 3591	Stanley	Toombul	18547035
Lot 8 on GTP 3591	Stanley	Toombul	18547036
Lot 9 on GTP 3591	Stanley	Toombul	18547037
Lot 10 on GTP 3591	Stanley	Toombul	18547038
Lot 11 on GTP 3591	Stanley	Toombul	18547039
Lot 12 on GTP 3591	Stanley	Toombul	18547040
Lot 13 on GTP 3591	Stanley	Toombul	18547041
Lot 14 on GTP 3591	Stanley	Toombul	18547042
Lot 15 on GTP 3591	Stanley	Toombul	18547043
Lot 16 on GTP 3591	Stanley	Toombul	18547044
Lot 17 on GTP 3591	Stanley	Toombul	18547045
Lot 18 on GTP 3591	Stanley	Toombul	18547046
Lot 19 on GTP 3591	Stanley	Toombul	18547047
Lot 20 on GTP 3591	Stanley	Toombul	18547048
Lot 21 on GTP 3591	Stanley	Toombul	18547049
Lot 22 on GTP 3591	Stanley	Toombul	18547050
Lot 23 on GTP 3591	Stanley	Toombul	18547051
Lot 24 on GTP 3591	Stanley	Toombul	18547052
Lot 25 on GTP 3591	Stanley	Toombul	18547053
Lot 26 on GTP 3591	Stanley	Toombul	18547054
Lot 27 on GTP 3591	Stanley	Toombul	18547055
Lot 28 on GTP 3591	Stanley	Toombul	18547056
Lot 29 on GTP 3591	Stanley	Toombul	18547057
Lot 30 on GTP 3591	Stanley	Toombul	18547058
Lot 31 on GTP 3591	Stanley	Toombul	18547059
Lot 32 on GTP 3591	Stanley	Toombul	18547060
Lot 33 on GTP 3591	Stanley	Toombul	18547061
Lot 34 on GTP 3591	Stanley	Toombul	18547062
Lot 35 on GTP 3591	Stanley	Toombul	18547063
Lot 36 on GTP 3591	Stanley	Toombul	18547064
Lot 37 on GTP 3591	Stanley	Toombul	18547065
Lot 38 on GTP 3591	Stanley	Toombul	18547066
Lot 39 on GTP 3591	Stanley	Toombul	18547067
Lot 40 on GTP 3591	Stanley	Toombul	18547068

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Lot 41 on GTP 3591	Stanley	Toombul	18547069
Lot 42 on GTP 3591	Stanley	Toombul	18547070
Lot 43 on GTP 3591	Stanley	Toombul	18547071

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on GTP 3591	1	1
Lot 2 on GTP 3591	1	1
Lot 3 on GTP 3591	1	1
Lot 4 on GTP 3591	1	1
Lot 5 on GTP 3591	1	1
Lot 6 on GTP 3591	1	1
Lot 7 on GTP 3591	1	1
Lot 8 on GTP 3591	1	1
Lot 9 on GTP 3591	1	1
Lot 10 on GTP 3591	1	1
Lot 11 on GTP 3591	1	1
Lot 12 on GTP 3591	1	1
Lot 13 on GTP 3591	1	1
Lot 14 on GTP 3591	1	1
Lot 15 on GTP 3591	1	1
Lot 16 on GTP 3591	1	1
Lot 17 on GTP 3591	1	1
Lot 18 on GTP 3591	1	1
Lot 19 on GTP 3591	1	1
Lot 20 on GTP 3591	1	1
Lot 21 on GTP 3591	1	1
Lot 22 on GTP 3591	1	1
Lot 23 on GTP 3591	1	1
Lot 24 on GTP 3591	1	1
Lot 25 on GTP 3591	1	1
Lot 26 on GTP 3591	1	1
Lot 27 on GTP 3591	1	1
Lot 28 on GTP 3591	1	1
Lot 29 on GTP 3591	1	1
Lot 30 on GTP 3591	1	1
Lot 31 on GTP 3591	1	1
Lot 32 on GTP 3591	1	1
Lot 33 on GTP 3591	1	1
Lot 34 on GTP 3591	1	1
Lot 35 on GTP 3591	1	1
Lot 36 on GTP 3591	1	1
Lot 37 on GTP 3591	1	1
Lot 38 on GTP 3591	1	1
Lot 39 on GTP 3591	1	1
Lot 40 on GTP 3591	1	1
Lot 41 on GTP 3591	1	1
Lot 42 on GTP 3591	1	1
Lot 43 on GTP 3591	1	1
TOTALS	43	43

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SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

SCHEDULE C BY-LAWS

1. NOISE. An Owner or occupier of a Lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using common property.
2. VEHICLES. An Owner or occupier of a Lot shall not park or stand any motor vehicle or other vehicle including trailers, boats and caravans, upon common property except with the consent in writing of the Body Corporate.
3. OBSTRUCTION. An Owner or occupier of a Lot shall not obstruct lawful use of common property by any person.
4. DAMAGE TO LAWNS, etc., ON COMMON PROPERTY. An Owner or occupier of a Lot shall not:
 - a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property;OR
 - b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property, including using for his own purposes any car space on common property, which shall be used for short term visitors or service vehicles as the case may be from time to time.
5. DAMAGE TO COMMON PROPERTY. An Owner or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this By-Law does not prevent an Owner or person authorized by him from installing-
 - a) any locking or other safety device for protection of his lot against intruders; or
 - b) any screen or other device to prevent entry of animals or insects upon his lot PROVIDED THAT the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the building.
6. BEHAVIOUR OF INVITEES. An Owner or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using common property.
7. DEPOSITING RUBBISH, etc., ON COMMON PROPERTY. An Owner or 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 the Owner or occupier of another Lot or of any person lawfully using the common property.
8. APPEARANCE OF THE BUILDING. In the case of a building units plan, an Owner or occupier of a Lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign or advertisement, placard banner, pamphlet or like matter on any part of his lot or common property in such a way as to be visible from outside the building.
9. STORAGE OF FLAMMABLE LIQUIDS, etc. An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his lot or upon the common property any flammable chemical, liquid, or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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10. GARBAGE DISPOSAL. An Owner or occupier of a Lot shall-

- a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- b) comply with all local authority By-Laws and ordinances relating to the disposal of garbage;
- c) that the health, hygiene and comfort of the Owner or occupier of any other lot is not adversely affected by his disposal of garbage.

11. KEEPING OF ANIMALS

- (a) Subject to Section 181 of the Body Corporate and Community Management Act 1997 (as amended) an Owner or occupier of a Lot may only, with the approval in writing of the Committee of the Body Corporate, keep an animal upon its Lot. The Committee may only approve a maximum of one dog or one cat per lot and no animals shall be kept in excess of eight (8) kilograms in weight. This approval may at any time be withdrawn by the Committee;
- (b) Where approved, the animal must be physically restrained or leashed and prevented from wandering onto, or leaving droppings or urinating on Common Property or the property of other Lot Owners;
- (c) On approval, the Owner or occupier of the Lot shall ensure that noise from the animal shall be kept to a minimum so as not to interfere with the peaceful enjoyment of other Owners or occupiers or Lots.

12. BAD DEBTS. A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) in recovering such levies or moneys duly levied upon that person by the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 as amended. The Body Corporate's costs and expenses shall be deemed to be a liquidated debt due.

13. COMPLAINTS OR APPLICATIONS. All complaints or applications to the Body Corporate or its committee shall be addressed in writing to the Secretary of the Body Corporate Manager of the Body Corporate.

14. ELECTRICITY. The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy maintenance system (hereinafter called "EMS") in the Development and in such case the following shall apply:-

- a) the Body Corporate shall have the power to enter into a contract for the purchase of reticulated electricity on the most economical basis for the whole of the Development from the relevant authority;
- b) the Body Corporate shall have the power to sell reticulated electricity to each Owner of a lot in the Development;
- c) each Owner of a lot shall purchase and use all electricity consumed in his lot direct from the Body Corporate and should 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 shall not be required to supply to any Owner of a lot electricity required beyond those requirements which the relevant authority could supply at any particular time;
- f) the price to be charged by the Body Corporate to each Owner of a lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying electricity direct to each Owner of a lot;
- g) the Body Corporate shall render accounts to each Owner of a lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;

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- h) in respect of an account which has been rendered pursuant to these By-Laws, an Owner of a lot is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner became the Owner of that lot;
- i) in the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment, then the Body Corporate shall be 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 due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated electricity to the relevant lot.
- j) the Body Corporate shall not under any circumstances whatsoever be responsible or liable for any failure of the supply of electricity due to breakdowns, repair, maintenance, strikes, accidents or causes of any class or description.

- 1. LOT USED FOR RESIDENTIAL PURPOSES. Each lot shall be used for residential purposes only.
- 2. WIRELESS AND TELEVISION AERIALS. Outside wireless and television aerials may not be erected upon a lot without written permission of the Committee.
- 17. NO STRUCTURAL ALTERATIONS WITHOUT PERMISSION. No structural alteration shall be made to the improvements constructed on any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing) in any manner whatsoever the balcony (if any) without prior permission, of the committee.
- 18. NO EXTERNAL BLINDS. No external blinds shall be erected to the improvements upon a lot without the previous consent in writing of the Committee.
- 19. WINDOWS TO BE REPLACED. Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
- 20. USE OF WATER. The Owner shall see that all water taps in his lot are promptly turned off after use.
- 21. USE OF APPURTENANCES. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any costs or expenses resulting from damage or blockage 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 his own actions or those of members of his household or his servants or agents or guests.
- 22. NOTICE OF ACCIDENT TO BE GIVEN. An Owner shall give the Committee prompt notice of any accident to, or defect in, the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances, having regard to the urgency involved, to examine or make such repairs or renovations as the Committee may deem necessary, for the safety and preservation of the said Development, as often as may be necessary. The authority conferred on the Committee by this By-law shall have no bearing on the decision of the party responsible for the costs incurred in ratifying any defect.
- 23. LOTS TO BE KEPT CLEAN. All lots shall be kept clean, and all practical steps shall be taken to prevent infestation by vermin and/or insects.
- 24. OWNER NOT TO LITTER. An Owner shall not throw, or allow to fall, or permit or suffer to be thrown, or to fall, any paper, rubbish, refuse, cigarettes butts or other substance, whatsoever, out of the windows or doors of any lot. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Owner concerned.
- 25. INFECTIOUS DISEASES. In the event of any infectious disease which may require notification by virtue of any statute, Regulation or Ordinance, affecting any person in any lot, the Owner of such lot shall give, or cause to

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be given, written notice thereof and any other information which may be required relative thereto, to the Committee, and shall pay to the Committee the expenses of disinfecting the relevant locality upon the Development where necessary, and replacing any articles or things the destruction of which may be rendered necessary by such disease.

26. **DANGERS SUBSTANCES, INSURANCES ETC.** An Owner shall not bring to, do, or keep anything in or upon his lot which shall increase the rate of fire insurance on the lot or lots or other improvements in the Development on the subject land, or, which may conflict with the laws, and/or regulations relating to fires or any insurance policy effected by the Body Corporate or the regulations or ordinances of any public authority for the time being in force.
27. **DOORS/WINDOWS.** All doors and windows upon any lot 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.
28. **COMMITTEE TO BE PERMITTED TO ENTER.** Upon one (1) day's notice in writing (except in an emergency where substantial damage could be caused to the improvements constructed on the parcel in which case immediate entry is permitted), the Committee, by any of its members, servants, agents and contractors shall be permitted to inspect the interior of any improvements upon any lot, and to test any electrical or water installation, or equipment therein, and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of such Owner or his tenants, guest, servants or agents). If not so permitted they may effect any entry. The Committee, in exercising this power, shall ensure that its members, servants, agents, and employees cause as little inconvenience to the Owner as is reasonable in the circumstances.
29. **TENANTS TO HAVE NOTICE OF BY-LAWS.** A copy of these By-laws (or a precis approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.
30. **OBSERVANCE OF BY-LAWS/INTERPRETATION.** The duties and obligation imposed by these By-laws on an Owner of a lot shall be observed not only the Owner but by the Owner's tenants, guests, servants, employees, agents, children, invitees and licensees. The word "Development" appearing in these By-laws shall be deemed to refer to the lots and common property as a whole.
31. **RECOVERY BY BODY CORPORATE.** Where the Body Corporate expends money to make good damage caused by a breach of the Act or these By-laws by any Owner, or the tenants, users, servants, employees, agents, children, invitees or licensees of the Owner 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.
32. **CURTAINS/WINDOW TINTING.** An Owner shall not hang curtains visible from outside any lot unless those curtains have a backing of such colour and design as shall be approved by the Committee of the Body Corporate. An Owner shall not install, renovate and/or replace a curtain backing or cause windows on the lot to be tinted without having the colour and design (if applicable) of the same approved by the Committee. In giving such approvals the committee shall ensure so far as practicable that the curtain backing and window tinting used in connection with all lots present a uniform appearance when viewed from outside the respective lots.
33. **NOTICES.** An Owner or occupier of a lot shall observe the terms of any notice displayed or on the notice-board by authority of the Committee or of any statutory authority.
34. **OUTSIDE APPEARANCE OF IMPROVEMENTS ON LOT GENERALLY.** An Owner shall not alter the outside appearance of the improvements constructed upon his lot nor cause to be constructed or placed to or upon any part of the lot which can be viewed external to the lot any materials or items unless such works or such act is first approved by the Committee of the Body Corporate.
35. **SECURITY.**
 - a) All security equipment used in connection with the provision of security of the parcel shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be

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maintained at the cost and expense of the Owner of the lot) the property of the Body Corporate shall be repaired and maintained at a cost and expense of the Body Corporate.

- b) The Owner of a lot shall be responsible to see that the security of the parcel is not endangered by the Owner allowing the entry onto the parcel (by means of authorizing entry onto the parcel) of any person or persons who are not visiting the Owner or providing a service to the Owner in connection with the lot. The Owner shall not allow entry onto the parcel of hawkers, or other similar persons unless the Owner is willing to ensure that such person or persons leave the parcel immediately following presentation of their wares to the Owner of the lot.
- c) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. In the event of a failure of the security system, the Owner shall advise the committee of the Body Corporate. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the Owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) day's notice except in case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost an expense of the Owner of a lot.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not applicable

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

Not applicable