

QUEENSLAND LAND REGISTRY
Body Corporate and Community Management Act 1997

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3
Page 1 of 7

26723

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

CONSENT BY THE BODY CORPORATE*Office use only***CMS LABEL NUMBER**

1. Name of community titles scheme Ormiston by the Bay Community Titles Scheme 26723	2. Regulation module Accommodation Module
3. Name of body corporate Body Corporate for Ormiston by the Bay Community titles Scheme 26723	
4. Scheme land	
Lot on Plan Description	County
Common Property of Ormiston by the Bay Community Titles Scheme	Stanley
Lots 1 – 58 on SP113291	Stanley
Parish	Title Reference
Oxley	50261589
Oxley	50261590-50261647
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 / 07 / 09



*Execution

Robert Burke
Robert Burke - Chairperson

Valerie Chambers
Valerie Chambers - Secretary

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

Privacy Statement

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP113291	1	1
2 on SP113291	1	1
3 on SP113291	1	1
4 on SP113291	1	1
5 on SP113291	1	1
6 on SP113291	1	1
7 on SP113291	1	1
8 on SP113291	1	1
9 on SP113291	1	1
10 on SP113291	1	1
11 on SP113291	1	1
12 on SP113291	1	1
13 on SP113291	1	1
14 on SP113291	1	1
15 on SP113291	1	1
16 on SP113291	1	1
17 on SP113291	1	1
18 on SP113291	1	1
19 on SP113291	1	1
20 on SP113291	1	1
21 on SP113291	1	1
22 on SP113291	1	1
23 on SP113291	1	1
24 on SP113291	1	1
25 on SP113291	1	1
26 on SP113291	1	1
27 on SP113291	1	1
28 on SP113291	1	1
29 on SP113291	1	1
30 on SP113291	1	1
31 on SP113291	1	1
32 on SP113291	1	1
33 on SP113291	1	1
34 on SP113291	1	1
35 on SP113291	1	1
36 on SP113291	1	1
37 on SP113291	1	1
38 on SP113291	1	1
39 on SP113291	1	1
40 on SP113291	1	1
41 on SP113291	1	1
42 on SP113291	1	1
43 on SP113291	1	1
44 on SP113291	1	1

Lot on Plan	Contribution	Interest
45 on SP113291	1	1
46 on SP113291	1	1
47 on SP113291	1	1
48 on SP113291	1	1
49 on SP113291	1	1
50 on SP113291	1	1
51 on SP113291	1	1
52 on SP113291	1	1
53 on SP113291	1	1
54 on SP113291	1	1
55 on SP113291	1	1
56 on SP113291	1	1
57 on SP113291	1	1
58 on SP113291	1	1
TOTALS	58	58

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

SCHEDULE C	BY-LAWS
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1. **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.

2. **VEHICLES**

2.1 The occupier of a lot must not, without the Body Corporate's written approval:

2.1.1 Park a vehicle, or allow a vehicle to stand on the common property; or

2.1.2 Permit an invitee to park a vehicle or allow a vehicle to stand on the common property unless it is a designated visitor car park.

2.2 An approval under subsection 2.1 must state the period for which it is given.

2.3 However, the Body Corporate may cancel the approval by giving 7 days' written notice to the occupier.

3. **OBSTRUCTION**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4. **DAMAGE TO LAWNS etc.**

4.1 The occupier of a lot must not, without the Body Corporate's written approval:

4.1.1 Damage a lawn, garden, tree, shrub, plant or flower on the common property; or

4.1.2 Use a part of the common property as a garden.

4.2 An approval under subsection 4.1 must state the period for which it is given.

4.3 However, the Body Corporate may cancel the approval by giving 7 days' written notice to the occupier.

5 DAMAGE TO COMMON PROPERTY

- 5.1 An occupier of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 5.2 However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 5.3 The owner of a lot must keep a device installed under subsection 5.2 in good order and repair.

6 BEHAVIOUR OF INVITEES

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

7. LEAVING OF RUBBISH etc. ON THE COMMON PROPERTY

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.

8. APPEARANCE OF LOT

- 8.1 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.
- 8.2 The occupier of a lot must not, without the body Corporate's written approval:
- 8.2.1 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
- 8.2.2 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.

9. STORAGE OF FLAMMABLE MATERIALS

- 9.1 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 9.2 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 9.3 However, this section does not apply to the storage of fuel in:
- 9.3.1 The fuel tank of a vehicle, boat or internal combustion engine; or
- 9.3.2 A tank kept on a vehicle or boat in which the fuel is stored under requirements of the law regulating the storage of flammable liquid.

10. GARBAGE DISPOSAL

- 10.1 Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the Body Corporate for the purpose.
- 10.2 The occupier of a lot must:
- 10.2.1 Comply with all local government local laws about disposal of garbage; and
- 10.2.2 Ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

11. KEEPING OF ANIMALS

11.1 The occupier of a lot must not:

11.1.1 Bring or keep an animal on the lot or the common property; or

11.1.2 Permit an invitee to bring or keep an animal on the lot or the common property.

12. SWIMMING POOL

The swimming pool shall not be used between the hours of 8.00 pm and 8.00 am each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool:

12.1 No running around the swimming pool or no diving into the swimming pool;

12.2 Children under the age of twelve (12) years must be accompanied by an adult;

12.3 Glass containers shall not be permitted in the swimming pool or enclosure;

12.4 No unnecessary noise;

12.5 Suntan lotions and sunscreens are to be removed before entering into the swimming pool;

12.6 Pets and animals are not permitted into the swimming pool or enclosure;

12.7 Alcoholic beverages shall not be consumed in the swimming pool;

12.8 No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons.

13. BY-LAWS TO BE EXHIBITED

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

14. COMPLIANCE BY TENANTS

The duties and obligations imposed by the By-laws on a proprietor of a lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

15. COMPLAINTS OR APPLICATIONS

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

16. PAY TELEVISION

The Body Corporate may allow a person approved by the Body Corporate to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owners to connect to cable television. The Body Corporate is authorised to enter into agreements about the subject matter of this By-law.

17. RECOVERY OF MONEY SPENT

Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-laws by any proprietor or the tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor 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 proprietor of the lot at the time when the breach occurred.

18. GROUND MAINTENANCE

The Body Corporate is appointed agent of the proprietors to affect the mowing and edging of all lawns on the parcel and gardens on common property, excluding mowing, weeding, watering and fertilising lawns and gardens in the private lots. Proprietors and occupiers must ensure that gardens and lawns in private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised.

Should a proprietor or occupier fail to properly maintain his lot, the Body Corporate is empowered to have the necessary maintenance carried out and the costs involved shall be due and payable by the proprietor of the lot within fourteen (14) days from the date the maintenance is carried out.

19. SPEED

Speed limit on internal roadways is 5kph. All public road rules apply.

20. CHILDREN PLAYING ON COMMON PROPERTY

An owner or occupier of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children:

- 20.1 Do not play on the common roadways and visitors parking areas;
- 20.2 Do not ride skateboards, skates, go-carts, bicycles or other similar apparatus at any time;

21. MANAGEMENT/LETTING UNIT

21.1 Lot 42 may be used for residential purposes, for the purposes of the Caretaker of the Development and for the letting of Lots in the Development on behalf of the owners of the Lots and the rendering of those services to occupants and owners of Lots in the Development. For the purposes aforesaid, the Body Corporate shall have the power to grant to the owner of Lot 42 or an entity under the control of the owner of Lot 42 the right to carry on in the Development the provision of the services for the caretaking, administration, control, management and use of the common property and the business of letting of townhouses in the Development ("Service") and for the purposes to enter into any appropriate agreements with the owner of Lot 42 or an entity under the control of the owner of Lot 42 on such terms and conditions as the Body Corporate may deem fit.

21.2 For the purpose of carrying on the activities referred to in By-law 22.1 above, the owner of Lot 42 or an entity under the control of the owner of Lot 42 may do any of the following things:-

- 21.2.1 Erect signs on or about the common property, except for such common property as is subject to any exclusive use By-law, (such signs to be of a size type and design and in locations approved of by the committee of the Body Corporate) for the purposes of promoting and fostering the said letting business; and
- 21.2.2 Permit its employees or agents to use all parts (with the exclusion of the exclusive areas) of the common property for the purposes of conducting guests to various parts of the building;
- 21.3 For as long as there is in existence a Caretaking Agreement and/or a Letting Agreement pursuant to By-law 21.1 above, then the Body Corporate will not itself directly or indirectly, not allow any person or company from within the building or common property to:-
 - 21.3.1 Provide any of the Services; or
 - 21.3.2 Conduct any business of a similar nature to the letting business as set out in the Agreements.

22. REINSTATEMENT OF TERMITE BARRIER

The occupier of a lot must reinstate the termite perimeter barrier to their lot if any disturbance to barriers is made due to alterations of their lot. All costs associated with the reinstatement are at the lot owner's expense.

23. WINDOW COVERINGS

An owner may fit any style of internal window coverings to their lot provided that they are white or cream coloured or light timber blinds and that they are clean and in good condition.

Material and colour must be first sighted and approved by the resident manager and by a committee member prior to installation.

24. WINDOW AWNINGS

An owner or occupier may install the following to their lot:-

- 24.1 A plain or striped canvas automatic awning to downstairs windows/doors, colour C2100 or C181 or similar colour;
- 24.2 A Luxaflex (or similar design) sun-guard awning to the upstairs windows – colour primrose or homestead or similar colour
OR

Light timber shutters/blinds to either upstairs or downstairs.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Not applicable