

Dealing Number



OFFICE USE ONLY

Privacy Statement

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1. Nature of request **Lodger** (Name, address, E-mail & phone number) **Lodger Code**
Request to record new Community Management Statement for Teneriffe Village Community Titles Scheme 15581

2. Lot on Plan Description **Title Reference**
Common Property of Teneriffe Village Community Titles Scheme 15581 50149271

3. Registered Proprietor/State Lessee
Body Corporate for Teneriffe Village Community Titles Scheme 15581

4. Interest
Fee Simple

5. Applicant
Body Corporate for Teneriffe Village Community Titles Scheme 15581

6. Request
I hereby request that: the new Community Management Statement deposited herewith which amends Schedule E of the existing Community Management Statement be recorded as the Community management Statement for Teneriffe Village Community Titles Scheme 15581.

7. Execution by applicant



15/11/2023
Execution Date

Applicant's Signature J. Harris
Chairperson / Secretary
Applicant's Signature
Committee member
P.W. EHSWORTHY

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme Body Corporate for Teneriffe Village Community Titles Scheme 15581	2. Regulation module Accommodation Module
3. Name of body corporate Body Corporate for Teneriffe Village Community Titles Scheme 15581	
4. Scheme land Lot on Plan Description Common Property of Teneriffe Village Community Titles Scheme 15581 Lots 1 – 90 in BUP 105075	Title Reference 50149271 50149272 – 50149361(inclusive)
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. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
Not applicable

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate



15 / 11 / 2023
Execution Date

J. Harris
.....
Chairperson / Secretary

[Signature]
.....
Committee Member

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

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SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 in BUP 105075	13	13
Lot 2 in BUP 105075	9	9
Lot 3 in BUP 105075	9	9
Lot 4 in BUP 105075	9	9
Lot 5 in BUP 105075	9	9
Lot 6 in BUP 105075	10	10
Lot 7 in BUP 105075	9	9
Lot 8 in BUP 105075	9	9
Lot 9 in BUP 105075	11	11
Lot 10 in BUP 105075	9	9
Lot 11 in BUP 105075	7	7
Lot 12 in BUP 105075	8	8
Lot 13 in BUP 105075	12	12
Lot 14 in BUP 105075	12	12
Lot 15 in BUP 105075	12	12
Lot 16 in BUP 105075	12	12
Lot 17 in BUP 105075	12	12
Lot 18 in BUP 105075	12	12
Lot 19 in BUP 105075	12	12
Lot 20 in BUP 105075	12	12
Lot 21 in BUP 105075	9	9
Lot 22 in BUP 105075	9	9
Lot 23 in BUP 105075	11	11
Lot 24 in BUP 105075	9	9
Lot 25 in BUP 105075	8	8
Lot 26 in BUP 105075	9	9
Lot 27 in BUP 105075	8	8
Lot 28 in BUP 105075	14	14
Lot 29 in BUP 105075	12	12
Lot 30 in BUP 105075	13	13
Lot 31 in BUP 105075	14	14
Lot 32 in BUP 105075	14	14
Lot 33 in BUP 105075	15	15
Lot 34 in BUP 105075	20	20
Lot 35 in BUP 105075	18	18
Lot 36 in BUP 105075	22	22
Lot 37 in BUP 105075	15	15
Lot 38 in BUP 105075	13	13
Lot 39 in BUP 105075	14	14
Lot 40 in BUP 105075	14	14
Lot 41 in BUP 105075	14	14
Lot 42 in BUP 105075	16	16
Lot 43 in BUP 105075	18	18
Lot 44 in BUP 105075	19	19
Lot 45 in BUP 105075	19	19
Lot 46 in BUP 105075	17	17

Lot on Plan	Contribution	Interest
Lot 47 in BUP 105075	12	12
Lot 48 in BUP 105075	9	9
Lot 49 in BUP 105075	8	8
Lot 50 in BUP 105075	14	14
Lot 51 in BUP 105075	13	13
Lot 52 in BUP 105075	13	13
Lot 53 in BUP 105075	14	14
Lot 54 in BUP 105075	14	14
Lot 55 in BUP 105075	15	15
Lot 56 in BUP 105075	20	20
Lot 57 in BUP 105075	18	18
Lot 58 in BUP 105075	22	22
Lot 59 in BUP 105075	15	15
Lot 60 in BUP 105075	13	13
Lot 61 in BUP 105075	14	14
Lot 62 in BUP 105075	14	14
Lot 63 in BUP 105075	14	14
Lot 64 in BUP 105075	16	16
Lot 65 in BUP 105075	18	18
Lot 66 in BUP 105075	19	19
Lot 67 in BUP 105075	19	19
Lot 68 in BUP 105075	17	17
Lot 69 in BUP 105075	12	12
Lot 70 in BUP 105075	9	9
Lot 71 in BUP 105075	14	14
Lot 72 in BUP 105075	18	18
Lot 73 in BUP 105075	14	14
Lot 74 in BUP 105075	15	15
Lot 75 in BUP 105075	15	15
Lot 76 in BUP 105075	17	17
Lot 77 in BUP 105075	16	16
Lot 78 in BUP 105075	13	13
Lot 79 in BUP 105075	22	22
Lot 80 in BUP 105075	21	21
Lot 81 in BUP 105075	17	17
Lot 82 in BUP 105075	15	15
Lot 83 in BUP 105075	13	13
Lot 84 in BUP 105075	18	18
Lot 85 in BUP 105075	18	18
Lot 86 in BUP 105075	17	17
Lot 87 in BUP 105075	19	19
Lot 88 in BUP 105075	18	18
Lot 89 in BUP 105075	23	23
Lot 90 in BUP 105075	21	21
TOTALS	1,268	1,268

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) & (g) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C BY-LAWS**PART A – PRELIMINARY****1 Structure**

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997(Qld)*.
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Teneriffe Village.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (n) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

- (o) **'Smoke'** means –
 - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
 - (ii) for a personal vaporiser—inhale through the vaporiser; or
 - (iii) for a hookah—inhale through the hookah.
- (p) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (q) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

3 Applicability of these by-laws

- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2 Occupiers must:
 - (a) comply with these by-laws to the extent they apply to an Owner; and
 - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4 Tenancies

- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
 - (a) the name of the tenant and all Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy;
 - (d) the name and service address of the Owner's letting agent for the tenancy; and
 - (e) any other information the Body Corporate may reasonably require.

5 Application and approval process

- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

PART B - INTERFERENCES

6 Noise and nuisances

- 6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

7 Obstruction

- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property.

8 Smoking

- 8.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
 - (b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or
 - (c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

9 Auctions

- 9.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10 Garage sales

- 10.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

11 Parking

- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
 - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

12 Vehicles

- 12.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

13 Communications

- 13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
 - (b) a nuisance;
 - (c) threatening or intimidating;
 - (d) defamatory; or
 - (e) anti-social.

PART C - WORKS

14 Damage

- 14.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

15 Common Property Improvements

- 15.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 15.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

16 Boundary Improvements

- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot; or
- (c) roofing membranes that are not common property but that provide protection for lots or common property.

17 Structural Improvements

- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:
- (a) foundation structures;
 - (b) roofing structures providing protection; or
 - (c) essential supporting framework, including but not limited to load-bearing walls.

18 Lot Improvements

- 18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

19 External appearance of a lot

- 19.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

20 Floor coverings

- 20.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that interferes unreasonably with the peaceful enjoyment of a Lot or the Common Property by another person.

PART D – REGULATION OF USE

21 Animals

- 21.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier 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 a Visitor to bring or keep an animal on the Lot or Common Property.
- 21.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;

- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its Owners.

22 Alienation

22.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
- (b) alienate in any way any part of the common property; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

23 Common Property Garbage

23.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

23.2 An Owner or Occupier must:

- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (b) place all recyclable rubbish in the recycling receptacles;
- (c) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (d) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (e) not cause damage to the garbage receptacles;
- (f) not overfill the garbage receptacles; and
- (g) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

24 Dangerous substances

24.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

25 Removals

25.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

26 No interference

- 26.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
 - (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

27 Interference with support, shelter, utility infrastructure

- 27.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
 - (b) utility infrastructure or utility services; or
 - (c) body corporate assets.

28 Health and safety

- 28.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
 - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
 - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

29 Social functions

- 29.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

30 Use of lots

- 30.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes (if that is what the lot is designed for) or a home office that does not compete with the Caretaking Service Contractor;
 - (b) commercial purposes (if that is what the lot is designed for) within the requirements of any planning or local council regulations;
 - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme; and
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers.
- 30.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

31 Letterbox

31.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

32 BBQ Area

32.1 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:

- (a) not already being used by another Owner or Occupier;
- (b) not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
- (c) not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and
- (d) cleaned and tidied after use.

33 Garbage chutes

33.1 Owners and Occupiers must not use the garbage chutes in a way which:

- (a) causes damage to the garbage chute or any Lot or the Common Property;
- (b) causes an unreasonable interference with the use or enjoyment of another Lot or the Common Property (through odour or otherwise);
- (c) backlogs or causes a blockage in the garbage chutes;
- (d) allows glass to be deposited in it;
- (e) allows rubbish to become stuck to the garbage chutes or liquids to run; or
- (f) deposits items too large to safely flow through the garbage chute without damage.

34 Pool

34.1 Owners and Occupiers must use, and permit the use by its Visitors of, the pool in a way which:

- (a) does not cause damage;
- (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
- (c) does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (d) does not cause a hazard or safety risk;
- (e) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- (f) leaves the area clean and tidy after use;
- (g) does not bring animals into the area; and
- (h) does not bring glass into the area.

35 Security

- 35.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:
- (a) interfere or tamper with a Security Access Device;
 - (b) copy a Security Access Device;
 - (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
 - (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

36 Garden Plot

- 36.1 Owners and Occupiers must use, and permit the use by its Visitors of, the garden plot in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;
 - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
 - (c) does not cause a hazard or safety risk;
 - (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
 - (e) is for the garden plot's intended purpose;
 - (f) leaves the area clean and tidy after use; and
 - (g) does not remove an unfair amount of vegetables or produce, taking into consideration:
 - (i) the ability of other owners subsequently collected a fair amount of vegetables or produce;
 - (ii) the amount of vegetables or produce the Owner or Occupier has previously and recently collected;
 - (iii) the amount of vegetables or produce that other Owners and Occupiers typically collect;
 - (iv) the amount of vegetables or produce before and after the Owner or Occupier seeks to collect it;
 - (v) the rate of further vegetables or produce being produced; and
 - (vi) the frequency that other Owners and Occupiers typically collect vegetables or produce.

37 Ablution

- 37.1 Owners and Occupiers must use, and permit the use by its Visitors of, the ablution facilities in a way which:
- (a) does not cause damage to the Common Property or body corporate assets;
 - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
 - (c) does not cause a hazard or safety risk;
 - (d) ensures that the Owner, Occupier or their Visitors are appropriately supervised;
 - (e) is for the ablution facilities' intended purpose;
 - (f) leaves the area clean and tidy after use;
 - (g) does not leave belongings after their use; and
 - (h) does not use or take more consumables than are required for the normal use of the ablution facilities.

PART E – EXCLUSIVE USE**38 Exclusive Car Spaces**

- 38.1 The proprietors for the time being of lots 13 to 90 shall be entitled to the exclusive use and enjoyment of a car space or car park spaces (if any), or such car parking spaces on levels A and B as identified in Schedule E and on the plans marked "A", "B", "C", "D", "E" and "F" annexed to these By-Laws. The allocation of such car parking spaces amongst the proprietors shall be notified in writing by Patella Holdings Pty Ltd to the Body Corporate Committee within eighteen (18) months after the date of registration of the Building Units Plan provided that in respect of those car parking spaces allocated pursuant to this By-Law the Committee is hereby authorised to re-allocate, vary or transpose car spaces from one lot to another at any time from time to time on the written request of the proprietor/s of the lot/s involved. Each proprietor to whom exclusive use of the car parking space/s is given pursuant to this By-Law shall use such space/s for the purpose of car parking only and shall not litter the same or so use the same as to create a nuisance but otherwise no such proprietor shall be responsible for the performance of the duties of the Body Corporate concerning repair, maintenance and replacement.
- 38.2 The owner of each lot granted an exclusive use area may, with the prior written consent of the Body Corporate Committee, which consent may be given conditionally and withdrawn at any time, construct a storage area within the exclusive use area for the use of that owner or occupier provided the storage area is maintained at all times in a neat and tidy state. The conditions imposed by the Body Corporate Committee may require an owner or occupier to use only those storage devices approved by the Body Corporate Committee in the storage area.

39 Exclusive Use of Residential Areas

- 39.1 The proprietors for the time being of lots 13 to 90 ("the residential lots") shall be entitled to the exclusive use and enjoyment of those parts of the Common Property on levels A, B, C, D and E as identified in Schedule E and on the plans marked "A", "B", "C", "E", "F", "G", "H" and "I" annexed to these By-Laws for the purposes of ingress to and egress from their respective lots or other residential lots, the pool and barbeque area (if any), the hallways, foyer, stairs, lifts and all other areas located on levels A, B, C, D and E of the parcel which do not form part of a lot.
- 39.2 The proprietors and occupiers of the residential lots having exclusive use and enjoyment of the part of the common property shall:
- (a) keep the same in a clean and tidy condition;
 - (b) otherwise not use the same as to create a nuisance or disturbance to other proprietors or occupiers of lots, including other residential lots in the parcel.
- 39.3 Notwithstanding the obligations placed upon the proprietors and occupiers of residential lots contained in 39.2, the Body Corporate shall continue to be responsible to carry out its duties concerning repair, maintenance and replacement at its own expense and the body Corporate shall recover as an annual levy, payable quarterly, the cost of the maintenance and upkeep of the common property which is the subject of this By-Law from the proprietors of the residential lots proportionately according to the relevant proportions of their respective lot entitlements.

40 Commercial Use

- 40.1 Lots 1 to 12 (including any one or either of them or any lot which is a subdivision thereof) ("the commercial lots") may be used for the purpose of conducting a business thereon, including but not limited to a restaurant, cage, general trading or convenience store, bottle shop, video hire, shop or any other use which may be from time to time approved in writing by the Body Corporate ("the permitted uses").
- 40.2 The proprietors and occupiers of the commercial lots may carry on their respective permitted uses for all trading hours authorised by law PROVIDED ALWAYS THAT the commercial lots are closed for business by 9.00pm each day with the exception that where the permitted use of a lot/s is/are for restaurant/café, bottle shop, video hire or general trading or convenience purposes then that/those lot/s may remain open to 12.00pm each day. Where the permitted uses of the commercial lots are subject to control or regulation under any statute, then to the extent that such statute regulates noise and behaviour of invitees and licensees the provisions of By-Laws 3, 6 and 30 shall not apply to the commercial lots PROVIDED ALWAYS that the proprietors and occupiers of the commercial lots shall take all necessary steps and do all necessary things to minimise the noise to other proprietors or occupiers of lots in the Building Units Plan.

- 40.3 Subject to the requirements of the Liquor Act 1992 proprietors occupiers of the commercial lots shall be entitled to hold any liquor licence which is ancillary to any permitted use including the licence authorising the sale of liquor for consumption off the premises.
- 40.4 Proprietors and occupiers of the Commercial lots shall be responsible for the repair, maintenance, cleaning, replacement and insurance of the ventilation, air conditioning, exhaust fans and any associated motors or plant and equipment connected to the commercial lots.

41 Exclusive Use of Commercial Areas

- 41.1 The proprietors for the time being of Lots 1 to 12 ("the commercial lots") shall be entitled to the exclusive use and enjoyment of those parts of the common property on Level A as identified in Schedule E and on the plans marked "A" and "B" annexed to these by-laws for the purposes of walkways and public toilets and are to be used only in conjunction with respect of the permitted uses of the relevant commercial lots and only at the times that the particular permitted use is being carried on.
- 41.2 The proprietors and occupiers of the residential lots having exclusive use and enjoyment of the part of the common property shall:
- (a) keep the same in a clean and tidy condition;
 - (b) otherwise not use the same as to create a nuisance or disturbance to other proprietors or occupiers of lots including other commercial lots in the parcel, but subject to Clause 40.
- 41.3 The proprietors or occupiers of the commercial lots shall not construct or permit the construction of any structural or other type of improvement to the exclusive use area referred to in by-law 41.1 without the prior approval in writing of the Body Corporate Committee who may grant or refuse approval or grant conditional approval at its sole discretion. Upon the request of the Body Corporate Committee or the Body Corporate Manager the relevant proprietor or occupier of the particular commercial lot involved shall submit to the Body Corporate's appointed Architect all Plans and Specifications for any structural or other type of improvement.
- 41.4 The general public shall have access to the commercial lots at all times that the commercial lots are open for business provided that the Body Corporate Committee may make rules and regulations in relation to such access which may include (but not limited to):
- (a) limiting that part of the common property open to the general public providing that access is available to the commercial lots;
 - (b) requiring any security gates upon the common property to be closed and kept closed for any period that the commercial lots are closed for business;
 - (c) setting minimum dress standards; and
 - (d) any other rules or regulations which the Body Corporate in its absolute discretion may deem appropriate.
- 41.5 Nothing contained in this by-law shall restrict or in any way prevent the use of the commercial lots (or any one or more of them) from being used at any time for any lawful use (including but not limited to a residential use) provided such has the prior approval of the Body Corporate and where necessary the relevant Local Authority.

42 Exclusive Use of Courtyard Areas

- 42.1 The proprietors for the time being of Lots 4, 5 and 6 shall be entitled to the exclusive use and enjoyment of those parts of the common property on level A for the purpose of a courtyard as identified on Schedule E and on the plans marked "A" and "B" annexed to these by-laws for the purposes of outdoor table seating and dining for their customers invitees and licensees only in conjunction with the permitted uses of the relevant lots and only at the times that the particular permitted use is being carried on.
- 42.2 The proprietors for the time being of Lots 7, 8 and 9 shall be entitled to the exclusive use and enjoyment of that part of the common property on level A for the purpose of a courtyard as identified on Schedule E and on the plan marked "A" annexed to these by-laws for outdoor table seating and dining for their customers invitees and licensees and only in conjunction with the permitted uses of the relevant lots and only at the times that the particular permitted use is being carried on.

42.3 The proprietors and occupiers of the lots referred to in this By-law shall:

- (a) keep the same in a clean and tidy condition;
- (b) otherwise not use the same as to create a nuisance or disturbance to other proprietors or occupiers of Lots including other commercial lots in the parcel, but subject to Clause 40; and
- (c) be responsible for the performance of the duties of the Body Corporate under the Act concerning repair, maintenance and replacement in respect of those parts of the common property to which the respective owners have been granted exclusive use.

43 Exclusive Use of Storage Room

43.1 The proprietors for the time being of Lot 12 shall be entitled to the exclusive use and enjoyment of that part of the common property being a storage room on Level A as identified in Schedule E and on the plans marked "A" and "B" annexed to these By-Laws for the purpose of storage of stock on the basis that the proprietor of Lot 12 shall be responsible at his own expense for the performance of the duties of the Body Corporate concerning repair, maintenance and replacement in respect of that part of the common property.

44 Exclusive Use of Balconies

44.1 The proprietors for the time being of Lots 27 to 36, 39 and 40, 46 to 58, 61 and 62, 68 to 79, 82 and 83, 89 and 90 shall be entitled to the exclusive use and enjoyment of those parts of the common property adjacent to each of the said lots and marked with the number of the lot, for the purposes of use as a balcony and general residential use on Levels C, D and E as identified in Schedule E and on the plans marked "A", "G", "H" and "I" annexed to these By-laws.

44.2 The proprietors and occupiers of the lots having exclusive use and enjoyment of that part of the common property shall:

- (a) keep the same in a clean and tidy condition; and
- (b) otherwise use the same in accordance with these by-laws and in accordance with terms and conditions of Crown Lease No. TL207966 of Lots 11, 12 and 13 on Crown Plan 907403 and not so as to create a nuisance or disturbance to other proprietors or occupiers of lots in the parcel.

44.3 Each proprietor to whom exclusive use of a balcony is given pursuant to this By-law shall be responsible for the performance of the duties of the Body Corporate concerning repair, maintenance and replacement in respect of that part of the Common Property.

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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Exclusive use of carspaces

Lots affected:

Lot	Exclusive Area
Lot 13 in BUP 105075	Area 65 on Sketches A and E
Lot 14 in BUP 105075	Area 57 on Sketches A, B and C
Lot 15 in BUP 105075	Area 30 on Sketches A, B and C
Lot 16 in BUP 105075	Area 4 on Sketches A, B and C
Lot 17 in BUP 105075	Area 5 on Sketches A, B and C
Lot 18 in BUP 105075	Area 73 on Sketches A, E and F
Lot 19 in BUP 105075	Area 7 on Sketches A, B and C
Lot 20 in BUP 105075	Area 8 on Sketches A, B and C
Lot 21 in BUP 105075	Area 9 on Sketches A, B and C

Lot 22 in BUP 105075	Area 10 on Sketches A, B and C
Lot 23 in BUP 105075	Areas 43 and 44 on Sketches A, B and C
Lot 24 in BUP 105075	Area 12 on Sketches A, B and C
Lot 25 in BUP 105075	Area 13 on Sketches A, B and C
Lot 26 in BUP 105075	Area 14 on Sketches A, B and C
Lot 27 in BUP 105075	Area 15 on Sketches A, B and C
Lot 28 in BUP 105075	Area 16 on Sketches A, B and C
Lot 29 in BUP 105075	Area 17 on Sketches A, B and C
Lot 30 in BUP 105075	Area 18 on Sketches A, B and C
Lot 31 in BUP 105075	Area 19 on Sketches A, B and C
Lot 32 in BUP 105075	Area 20 on Sketches A, B and C
Lot 33 in BUP 105075	Area 74 on Sketches A, E and F
Lot 34 in BUP 105075	Area 22 on Sketches A, B and C Area 37 on Sketches A, B and D
Lot 35 in BUP 105075	Area 28 on Sketches A, B and D
Lot 36 in BUP 105075	Area 58 on Sketches A, B and D Area 59 on Sketches A, B and D
Lot 37 in BUP 105075	Area 24 on Sketches A, B and D
Lot 38 in BUP 105075	Area 45 on Sketches A, B and D
Lot 39 in BUP 105075	Area 25 on Sketches A, B and D
Lot 40 in BUP 105075	Area 2 on Sketches A, B and C
Lot 41 in BUP 105075	Area 26 on Sketches A, B and D
Lot 42 in BUP 105075	Area 56 on Sketches A, B and D Area 48 on Sketches A, B and D
Lot 43 in BUP 105075	Area 27 on Sketches A, B and D
Lot 44 in BUP 105075	Area 42 on Sketches A, B and D
Lot 45 in BUP 105075	Area 11 on Sketches A, B and D
Lot 46 in BUP 105075	Area 36 on Sketches A, B and D
Lot 47 in BUP 105075	Area 29 on Sketches A, B and D
Lot 48 in BUP 105075	Area 53 on Sketches A, B and D
Lot 49 in BUP 105075	Area 3 on Sketches A, B and D
Lot 50 in BUP 105075	Area 80 on Sketches A, E and F
Lot 51 in BUP 105075	Area 31 on Sketches A, B and D
Lot 52 in BUP 105075	Area 51 on Sketches A, B and D
Lot 53 in BUP 105075	Area 32 on Sketches A, B and D
Lot 54 in BUP 105075	Area 50 on Sketches A, B and D
Lot 55 in BUP 105075	Area 33 on Sketches A, B and D
Lot 56 in BUP 105075	Area 46 on Sketches A, B and D Area 49 on Sketches A, B and D
Lot 57 in BUP 105075	Area 34 on Sketches A, B and D Area 35 on Sketches A, B and D
Lot 58 in BUP 105075	Area 67 on Sketches A and E Area 68 on Sketches A and E
Lot 59 in BUP 105075	Area 99 on Sketches A, E and F
Lot 60 in BUP 105075	Area 55 on Sketches A, B and D
Lot 61 in BUP 105075	Area 66 on Sketches A and E
Lot 62 in BUP 105075	Area 21 on Sketches A, B and C
Lot 63 in BUP 105075	Area 83 on Sketches A, E and F
Lot 64 in BUP 105075	Area 69 on Sketches A, E and F
Lot 65 in BUP 105075	Area 100 on Sketches A, E and F Area 101 on Sketches A, E and F
Lot 66 in BUP 105075	Area 62 on Sketches A and E Area 79 on Sketches A, E and F
Lot 67 in BUP 105075	Area 63 on Sketches A and E Area 64 on Sketches A and E
Lot 68 in BUP 105075	Area 70 on Sketches A, E and F
Lot 69 in BUP 105075	Area 52 on Sketches A, B and D
Lot 70 in BUP 105075	Area 40 on Sketches A, B and D Area 43 on Sketches A, B and D
Lot 71 in BUP 105075	Area 84 on Sketches A, E and F

	Area 85 on Sketches A, E and F
Lot 72 in BUP 105075	Area 86 on Sketches A, E and F
Lot 73 in BUP 105075	Area 88 on Sketches A, E and F Area 89 on Sketches A, E and F
Lot 74 in BUP 105075	Area 39 on Sketches A, B and D
Lot 75 in BUP 105075	Area 41 on Sketches A, B and D
Lot 76 in BUP 105075	Area 98 on Sketches A, E and F
Lot 77 in BUP 105075	Area 102 on Sketches A, E and F Area 103 on Sketches A, E and F
Lot 78 in BUP 105075	Area 38 on Sketches A, B and D
Lot 79 in BUP 105075	Area 71 on Sketches A, E and F Area 72 on Sketches A, E and F
Lot 80 in BUP 105075	Area 23 on Sketches A, B and D Area 104 on Sketches A, E and F
Lot 81 in BUP 105075	Area 76 on Sketches A, E and F Area 77 on Sketches A, E and F
Lot 82 in BUP 105075	Area 75 on Sketches A, E and F Area 87 on Sketches A, E and F
Lot 83 in BUP 105075	Area 81 on Sketches A, E and F Area 82 on Sketches A, E and F
Lot 84 in BUP 105075	Area 6 on Sketches A, B and C
Lot 85 in BUP 105075	Area 78 on Sketches A, E and F Area 97 on Sketches A, E and F
Lot 86 in BUP 105075	Area 60 on Sketches A and E Area 61 on Sketches A and E
Lot 87 in BUP 105075	Area 93 on Sketches A, E and F Area 94 on Sketches A, E and F
Lot 88 in BUP 105075	Areas 1, 47 and 54 on Sketches A, B, C and D
Lot 89 in BUP 105075	Area 95 on Sketches A, E and F Area 96 on Sketches A, E and F
Lot 90 in BUP 105075	Area 90 on Sketches A, E and F Area 91 on Sketches A, E and F Area 92 on Sketches A, E and F

Exclusive use of residential areas
Lots affected:

Lot	Exclusive Area
Lots 13-90 (inclusive) in BUP105075	Walkway 1 on Sketches A, B and C Driveway and Walkway, Walkway, Pool and Service Area on Sketches A, E and F Walkway on Sketches A and G Walkway on Sketches A and H Walkway on Sketches A and I

Exclusive use of commercial areas
Lots affected:

Lot	Exclusive Area
Lot 1-12 (inclusive) in BUP105075	Walkway 2 on Sketches A and B

Exclusive use of courtyards/dining areas
Lots affected:

Lot	Exclusive Area
Lots 4, 5 and 6 in BUP105075	Courtyard A and Courtyard B on Sketches A and B
Lots 7, 8 and 9 in BUP105075	Courtyard C on Sketches A and B

Exclusive use of storage areas
 Lots affected:

Lot	Exclusive Area
Lot 12 in BUP105075	Storeroom on Sketches A and B

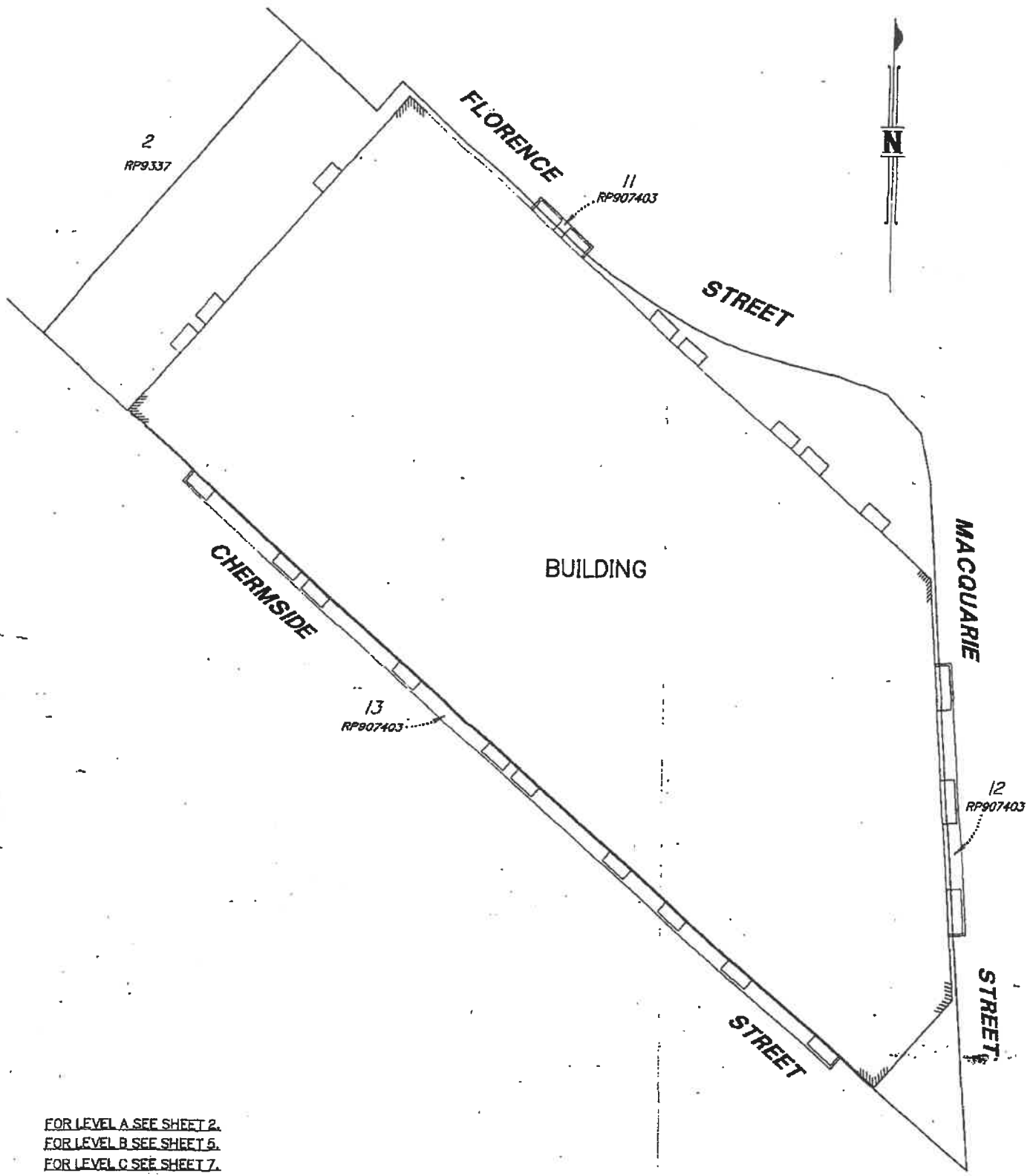
Exclusive use of balconies
 Lots affected:

Lot	Exclusive Area
Lot 27 in BUP 105075	Area 105 on Sketches A and G
Lot 28 in BUP 105075	Area 106 on Sketches A and G
Lot 29 in BUP 105075	Area 107 on Sketches A and G
Lot 30 in BUP 105075	Area 108 on Sketches A and G
Lot 31 in BUP 105075	Area 109 on Sketches A and G
Lot 32 in BUP 105075	Area 110 on Sketches A and G
Lot 33 in BUP 105075	Area 111 on Sketches A and G
Lot 34 in BUP 105075	Area 112 on Sketches A and G
Lot 35 in BUP 105075	Area 113 on Sketches A and G
Lot 36 in BUP 105075	Area 114 on Sketches A and G
Lot 39 in BUP 105075	Area 115 on Sketches A and G
Lot 40 in BUP 105075	Area 116 on Sketches A and G
Lot 46 in BUP 105075	Area 117 on Sketches A and G
Lot 47 in BUP 105075	Area 118 on Sketches A and G
Lot 48 in BUP 105075	Area 119 on Sketches A and G
Lot 49 in BUP 105075	Area 120 on Sketches A and H
Lot 50 in BUP 105075	Area 121 on Sketches A and H
Lot 51 in BUP 105075	Area 122 on Sketches A and H
Lot 52 in BUP 105075	Area 123 on Sketches A and H
Lot 53 in BUP 105075	Area 124 on Sketches A and H
Lot 54 in BUP 105075	Area 125 on Sketches A and H
Lot 55 in BUP 105075	Area 126 on Sketches A and H
Lot 56 in BUP 105075	Area 127 on Sketches A and H
Lot 57 in BUP 105075	Area 128 on Sketches A and H
Lot 58 in BUP 105075	Area 129 on Sketches A and H
Lot 61 in BUP 105075	Area 130 on Sketches A and H
Lot 62 in BUP 105075	Area 131 on Sketches A and H
Lot 68 in BUP 105075	Area 132 on Sketches A and H
Lot 69 in BUP 105075	Area 133 on Sketches A and H
Lot 70 in BUP 105075	Area 134 on Sketches A and H
Lot 71 in BUP 105075	Area 135 on Sketches A and I
Lot 72 in BUP 105075	Area 136 on Sketches A and I
Lot 73 in BUP 105075	Area 137 on Sketches A and I
Lot 74 in BUP 105075	Area 138 on Sketches A and I
Lot 75 in BUP 105075	Area 139 on Sketches A and I
Lot 76 in BUP 105075	Area 140 on Sketches A and I
Lot 77 in BUP 105075	Area 141 on Sketches A and I
Lot 78 in BUP 105075	Area 142 on Sketches A and I
Lot 79 in BUP 105075	Area 143 on Sketches A and I
Lot 82 in BUP 105075	Area 144 on Sketches A and I
Lot 83 in BUP 105075	Area 145 on Sketches A and I
Lot 89 in BUP 105075	Area 146 on Sketches A and I
Lot 90 in BUP 105075	Area 147 on Sketches A and I
	Area 148 on Sketches A and I

TENERIFFE VILLAGE

SKETCH A

Sheet	of
1	9



FOR LEVEL A SEE SHEET 2.
 FOR LEVEL B SEE SHEET 5.
 FOR LEVEL C SEE SHEET 7.
 FOR LEVEL D SEE SHEET 8.
 FOR LEVEL E SEE SHEET 9.

0 - SCALE IN METRES 1:400 20 m 40 m 60 m
 0 50 mm 100 mm 150 mm

ALAN SULLIVAN
 Consulting Surveyor



Mail: PO Box 3852
 Burlough Town QLD 4220
 Office: 8/12 Em Harley Drive
 Burlough Heads QLD 4220
 Ph (07) 5522 1445
 Fax (07) 5522 1449
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 ABN 15 006 622 780

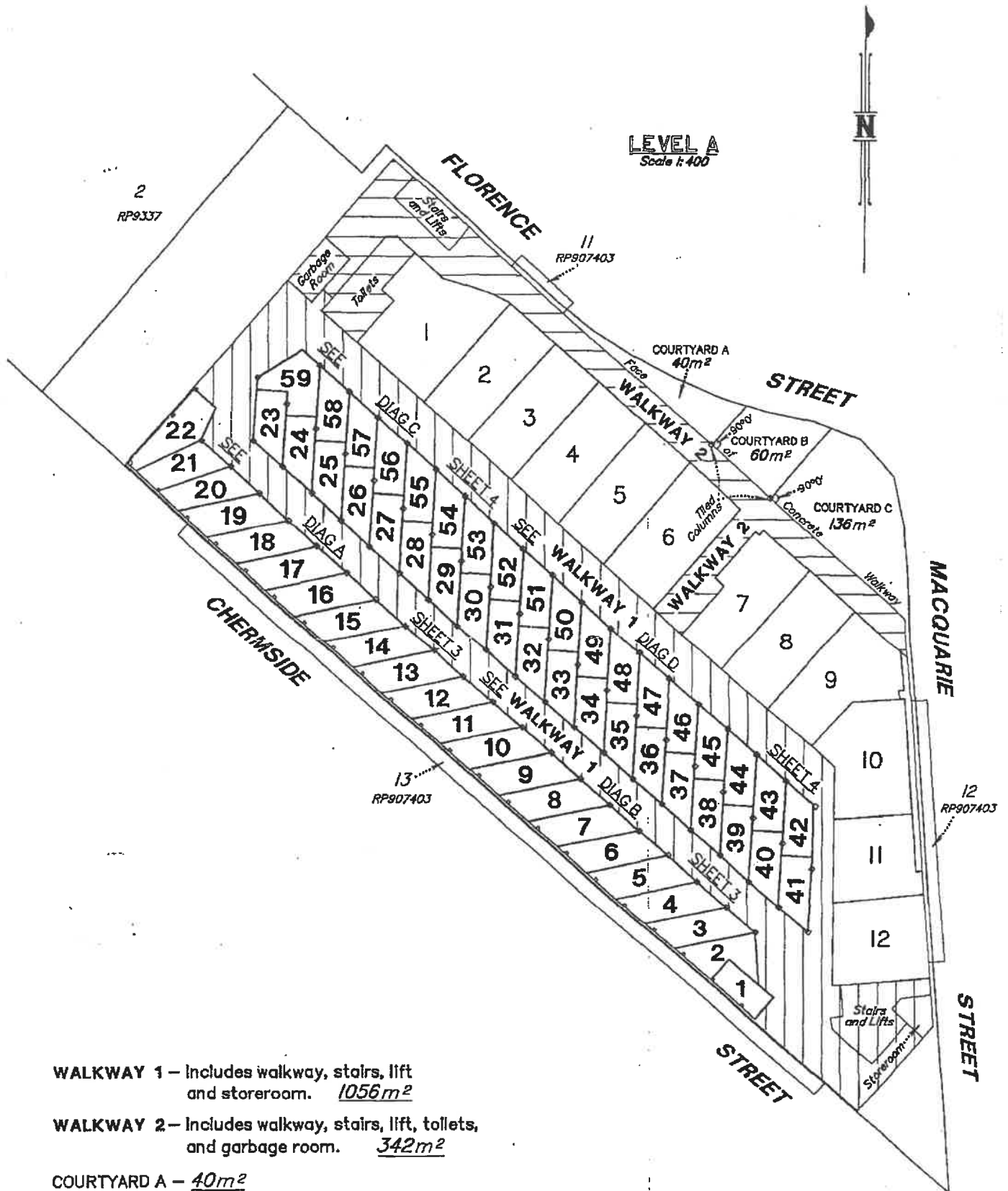
I ALAN LEONARD SULLIVAN, CADASTRAL SURVEYOR, CERTIFY THAT THE DETAILS SHOWN ON THIS SKETCH PLAN ARE CORRECT.

[Signature]
 13/5/2014
 CADASTRAL SURVEYOR DATE

PLAN FOR EXCLUSIVE USE

CMS15581

PARISH	NORTH BRISBANE	COUNTY	STANLEY	LOCALITY	TENERIFFE	LOCAL GOV	BRISBANE CITY
FILE REF.	14.4631	SCALE	1:400 @A3	DATE	13/5/2014	DWG #	14.4631.01
REVISION	-	SHEET	-				



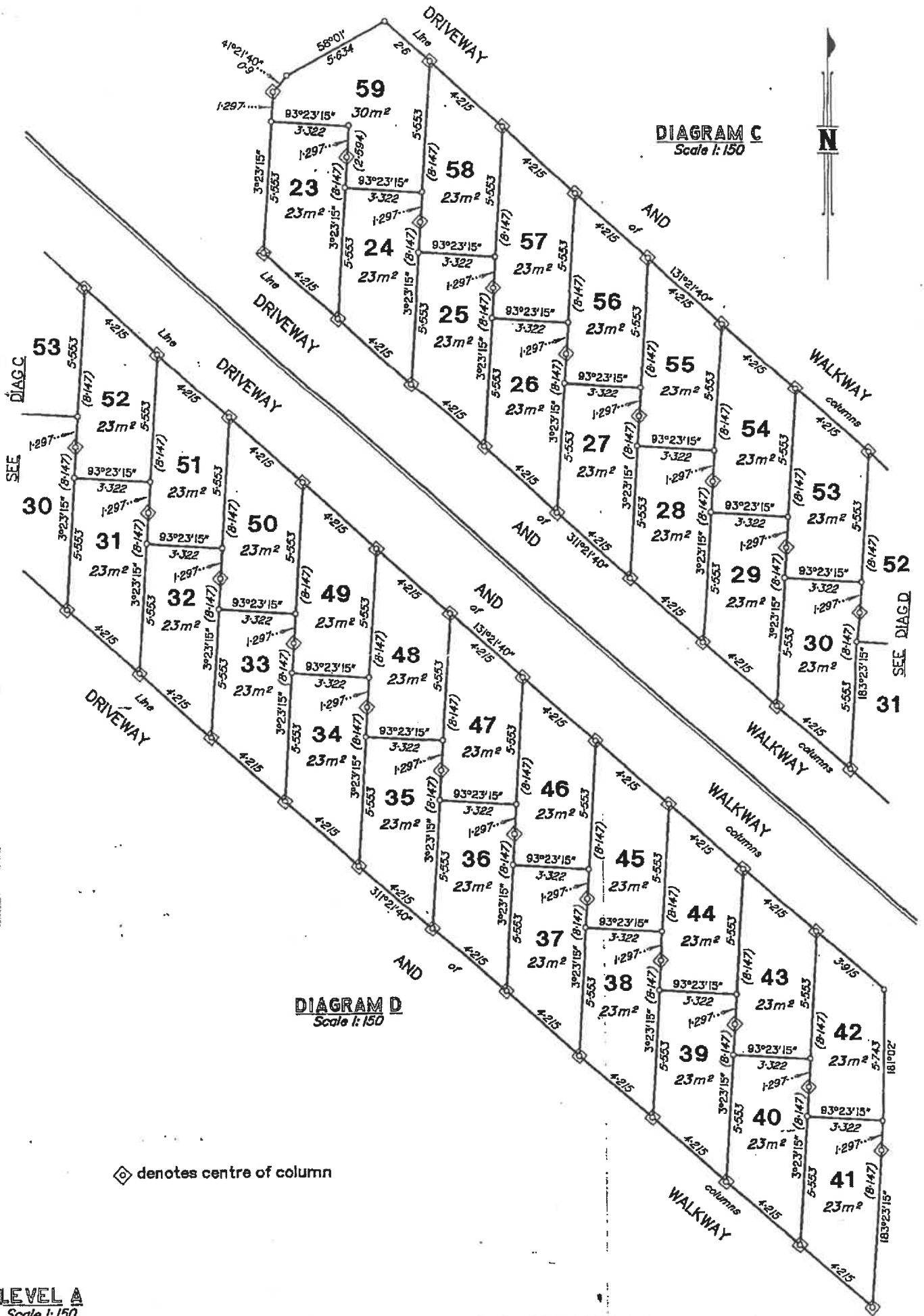
WALKWAY 1 – Includes walkway, stairs, lift and storeroom. 1056m²

WALKWAY 2 – Includes walkway, stairs, lift, toilets, and garbage room. 342m²

COURTYARD A – 40m²

COURTYARD B – 60m²

COURTYARD C – 136m²



SEE DIAG. C

SEE DIAG. D

⊙ denotes centre of column

Walkway area includes stairs and lift.

LEVEL B
Scale 1:400

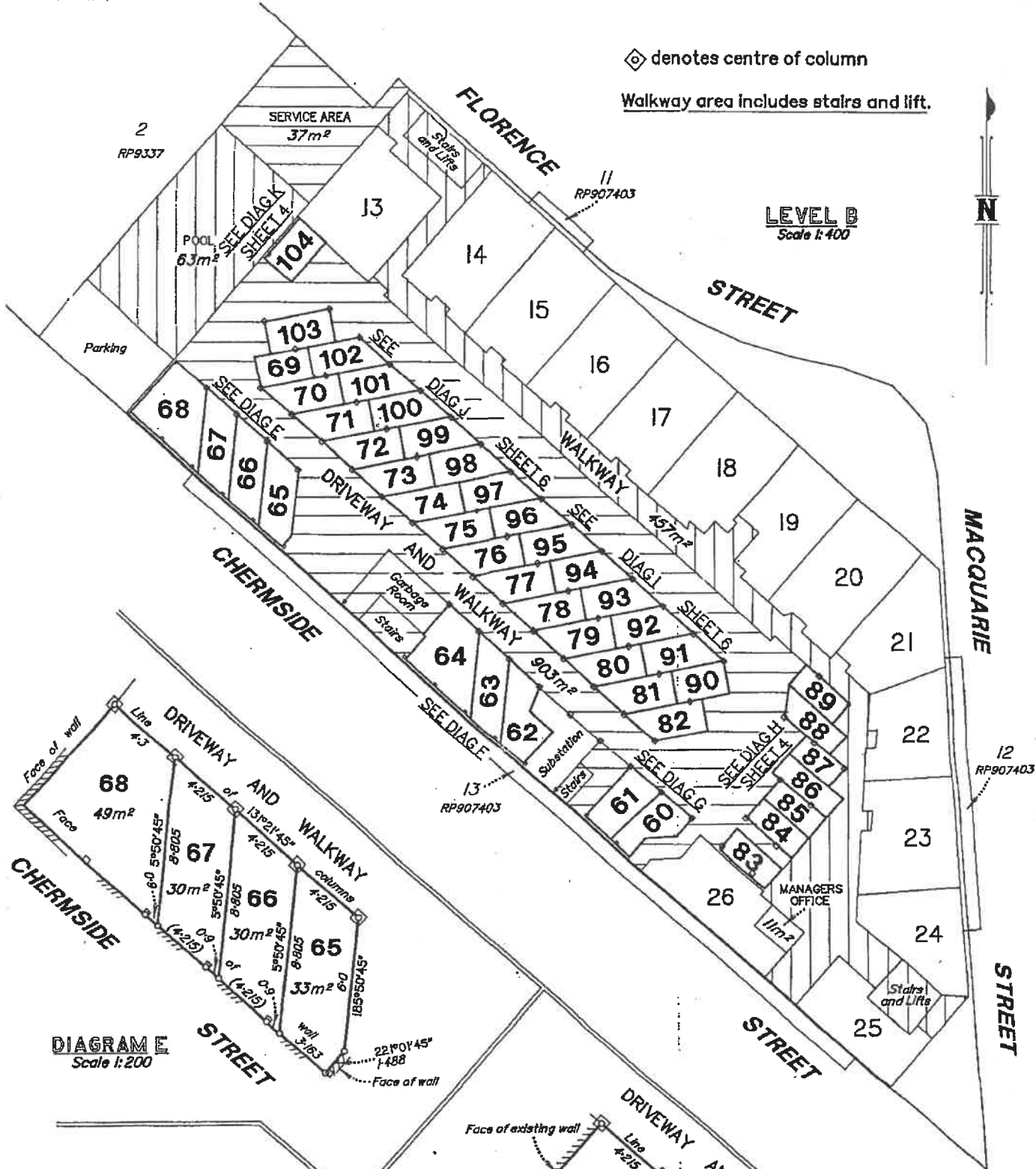


DIAGRAM E
Scale 1:200

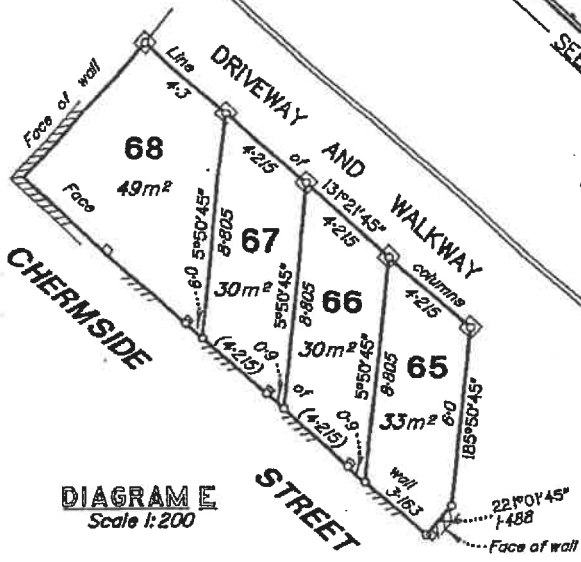


DIAGRAM G
Scale 1:200

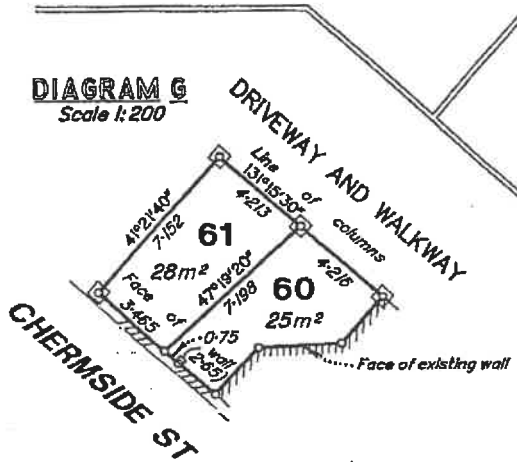
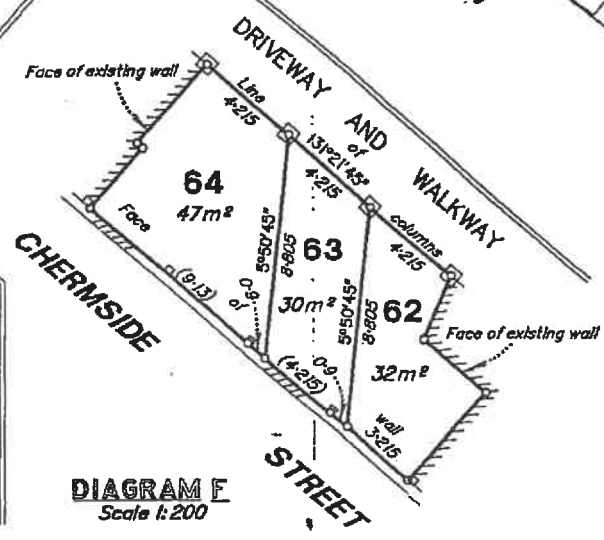


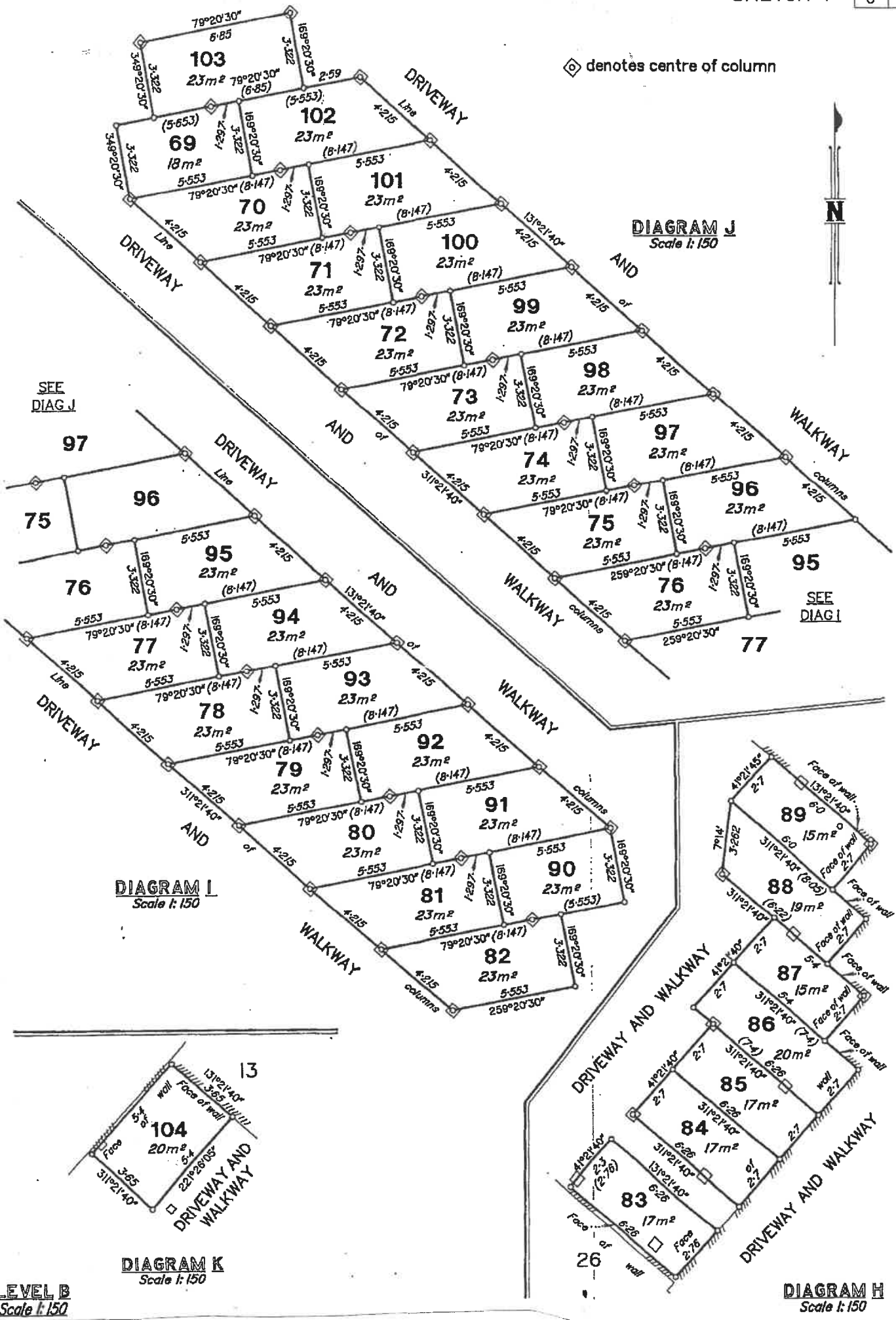
DIAGRAM F
Scale 1:200



Scale 1:400



◊ denotes centre of column



SEE DIAG J

DIAGRAM J
Scale 1:150

SEE DIAG I

DIAGRAM I
Scale 1:150

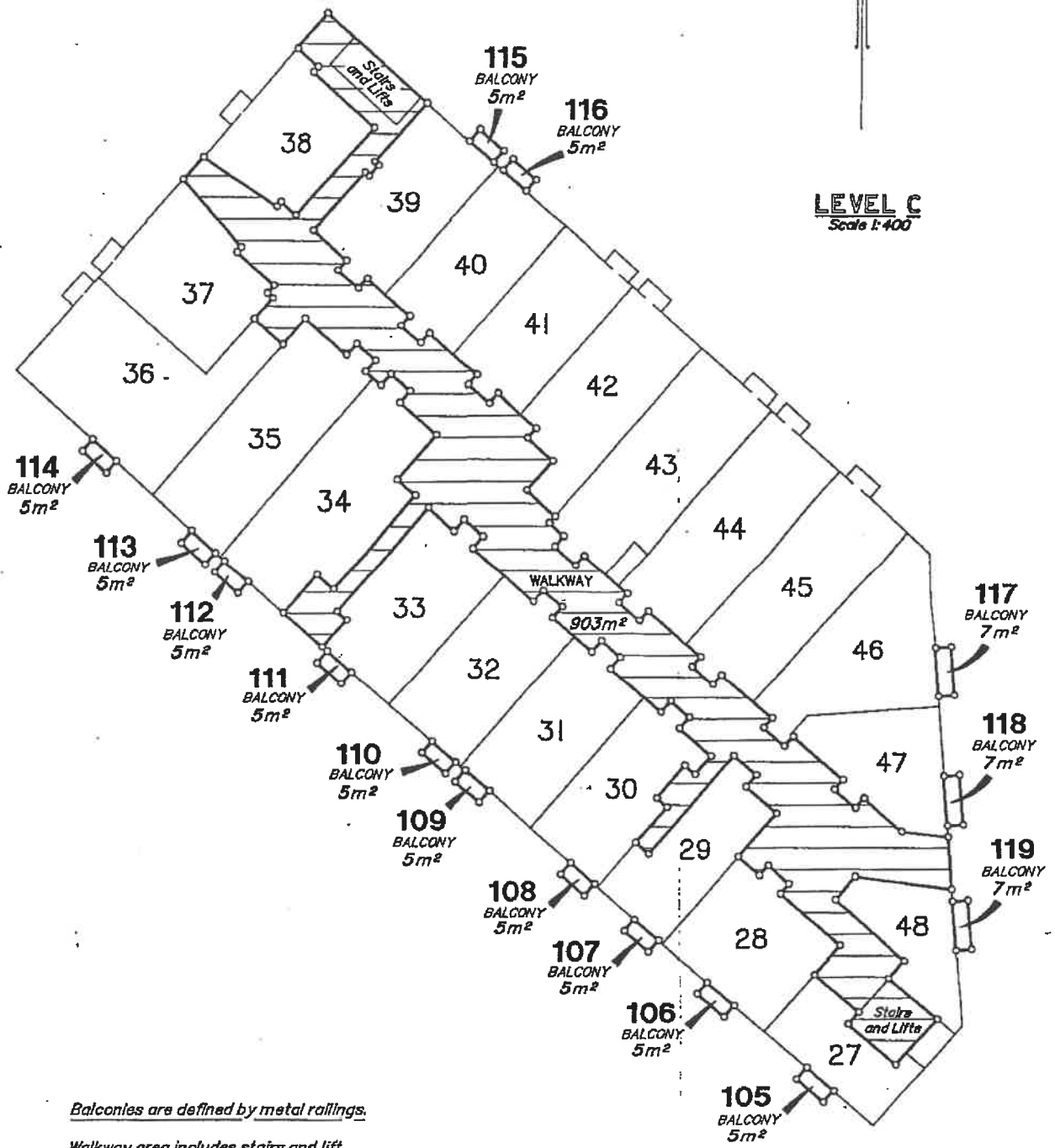
DIAGRAM K
Scale 1:150

DIAGRAM H
Scale 1:150

LEVEL B
Scale 1:150

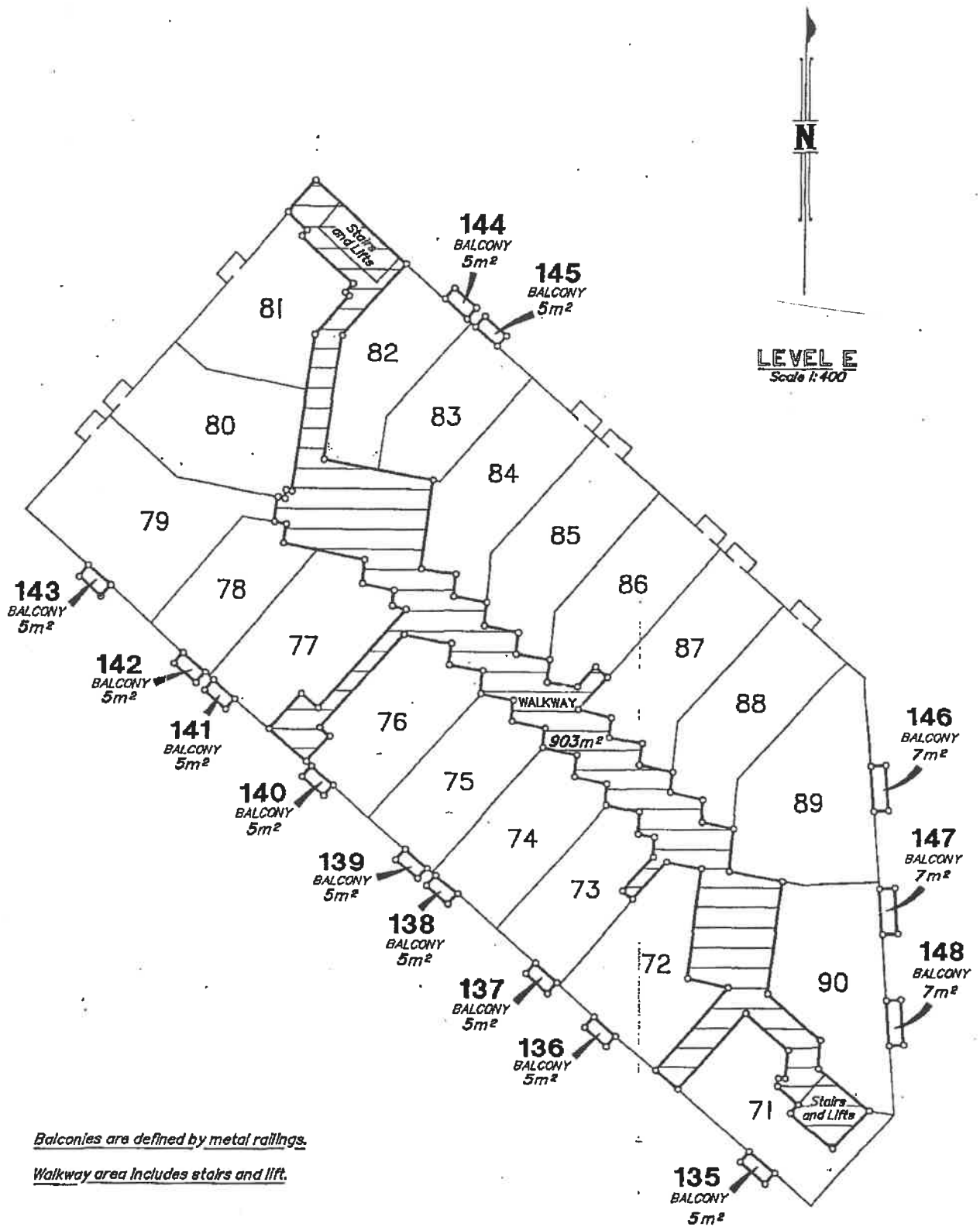


LEVEL C
Scale 1:400



Balconies are defined by metal railings.

Walkway area includes stairs and lift.



Balconies are defined by metal railings.

Walkway area includes stairs and lift.