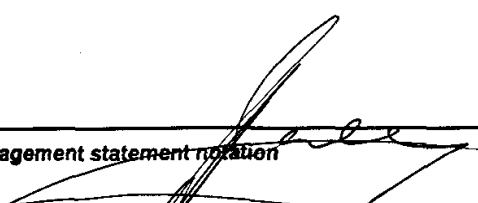
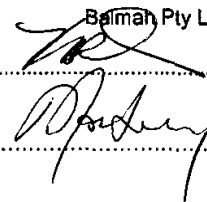


50009

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 E - Allocation of exclusive use areas

CMS LABEL NUMBER

1. Name of community titles scheme Lot 129 Cavalry Way Community Titles Scheme	2. Regulation module Small Scheme Module
3. Name of body corporate Body Corporate for Lot 129 Cavalry Way Community Titles Scheme	
4. Scheme land Lot on Plan Description  Common Property of Lot 129 Cavalry Way Community Titles Scheme  Lots 1 and 2 on SP293267	
Title Reference	
5. Name and address of original owner Balmah Pty Ltd ACN 169 258 913 as Trustee under instrument 717389803 PO Box 531 Maroochydore QLD 4558	6. Reference to plan lodged with this statement SP293267
7. Local Government community management statement notation  .....signed DELEGATED OFFICER BRAD CAREY name and designation COORDINATOR - ENGINEERING & ENVIRONMENT ASSESSMENT UNIT SUNSHINE COAST REGIONAL COUNCIL Sunshine Coast Regional Council	
8. Execution by original owner  315/2017 Execution Date   Balmah Pty Ltd ACN 169 258 913 ..... Director ..... Director/Secretary	

Privacy Statement

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<b>SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS</b>		
<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 1 on SP293267	10	10
Lot 2 on SP293267	10	10
<b>TOTALS</b>	<b>20</b>	<b>20</b>

The Contribution Schedule Lot Entitlements for the Scheme are equal, having been determined using the equality principle in accordance with Section 46(7) of the *Body Corporate and Community Management Act 1997*.

The interest Schedule Lot Entitlements for the Scheme are equal having been determined using the market value principle in accordance with Section 46(8) of the *Body Corporate and Community Management Act 1997*.

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

<b>SCHEDULE C BY-LAWS</b>
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The following By-laws apply to the Scheme.

**1. Interpretation**

In these By-laws, unless the contrary intention appears, a reference to:-

- (a) 'Act' means the *Body Corporate and Community Management Act 1997 (Qld)*;
- (b) 'Body Corporate' means the Body Corporate for the Scheme;
- (c) 'common property' means the common property of the Scheme;
- (d) 'Original Owner' means Balmah Pty Ltd ACN 169 258 913, its successors and assigns other than purchasers of developed lots in the Scheme;
- (e) 'Private Event' means a gathering of persons, including a party, meeting or protest;
- (f) 'Scheme' means the Lot 129 Cavalry Way Community Titles Scheme;
- (g) 'Scheme Land' includes all lots and common property of the Scheme;
- (h) the singular includes the plural and vice versa;
- (i) a law includes all amendments or replacements to the law;
- (j) 'including' means including by way of non-exhaustive example only;
- (k) 'the module' means the Body Corporate and Community Management (Small Scheme Module) Regulations 2008 (Qld);
- (l) a thing is a reference to the whole of the thing and each part of the thing;
- (m) a vehicle includes all types of automobiles, trucks, bicycles, boats, trailers, caravans, camper vans or mobile homes;

- (n) words used in the By-laws and defined in the Act have the same meaning as set out in the Act unless otherwise defined;
- (o) any reference to the Body Corporate (including a reference to the Body Corporate doing something or approving something) is to be read as including a reference to the committee unless the committee cannot deal with the relevant matter because it is a restricted matter or the committee is otherwise excluded by law;
- (p) 'person' includes corporations and other entities;
- (q) an 'owner' or an 'occupier' includes an owner or occupier of a lot in the Scheme.

## **2. Security**

- 2.1 The Body Corporate has power to operate a security system or systems for the Scheme Land including to implement security procedures and security equipment designed to prevent unauthorised entry of the Scheme Land.
- 2.2 The Body Corporate may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a 'service contractor' within the meaning of the Act).
- 2.3 The Body Corporate and owners and occupiers of lots must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.
- 2.4 The Body Corporate is not responsible or liable for loss or damage directly and indirectly caused by:-
  - (a) the security system and systems not working or not working properly or not working as well as the system(s) could or should work; or
  - (b) someone making an unauthorised entry onto the Scheme Land.
- 2.5 All security equipment installed on the Scheme Land by the Body Corporate and used in connection with the provision of security for the Scheme shall, with the exception of equipment installed upon any lot, be and remain the property of the Body Corporate and shall be repaired and maintained at the cost and expense of the Body Corporate.
- 2.6 The Body Corporate shall be entitled to make rules and regulations for the benefit of all owners and occupiers *regulating any security system and its operation upon the Scheme. Such rules and regulations shall not be inconsistent with these By-Laws.*
- 2.7 An owner or occupier of a lot shall securely fasten all doors and windows to their lot on all occasions when the lot is left unoccupied and the Body Corporate, its servants, agents or the building caretaker shall have the right to enter without committing trespass and fasten any doors or windows.
- 2.8 *Owners and occupiers shall ensure any common property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).*

## **3. Noise and Obstruction**

- 3.1 An owner or occupier of a lot shall not upon the lot, 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 (including on common property).
- 3.2 An owner or occupier of a lot must not obstruct the lawful use of the common property by any person.
- 3.3 All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other owners or occupiers of lots.
- 3.4 An owner or occupier of a lot shall not hold or permit to be held any social gathering in the lot in which there shall occur any noise which interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night.

- 3.5 The volume of radio, television, receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10:00 pm and 7:00 am in such a manner as to be audible at all, to any other owner or occupier of a lot.
- 3.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in a lot between the hours of 10:00 pm and 7:00 am.
- 3.7 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 7:00 am to 10:00 pm. The Body Corporate shall have the sole right to determine what is reasonable in respect of this By-Law.
- 3.8 *Owners and occupiers of lots shall request guests leaving after 10:00 pm to leave quietly and quietness shall be observed when an owner or occupier of a lot returns to the building after 10:00 pm and before 7:00 am.*
- 3.9 In the event of an unavoidable noise in a lot at any time the owner or occupier shall take all practical means to minimise the annoyance to other owners or occupiers of lots including closing all doors, windows and curtains of the lot.

#### **4. Behaviour of Invitees**

- 4.1 Owners or occupiers of lots must ensure that their visitors:-
- (a) comply with the By-laws; and
  - (b) *do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.*
- 4.2 An owner or occupier of a lot whose visitor damages common property or any Body Corporate property, must compensate the Body Corporate for the damage caused upon demand by the Body Corporate.

#### **5. Maintenance of Lots**

- 5.1 An owner of a lot must ensure that its lot is kept clean and maintained in a good order and condition and is free from pests.
- 5.2 The Body Corporate may set rules and guidelines regarding the standard of maintenance and appearance of lots and common property so as to ensure uniformity of appearance and general maintenance of such areas to a high standard and lot owners and occupiers must comply with all such rules and guidelines. *In default of same, the Body Corporate may maintain or attend to such areas (including, without limitation, to carry out works) in compliance with such rules and guidelines, may have access to the owners lot (if required to do so), and may recover all costs in connection therewith from the relevant lot owner.*

#### **6. Damage to Common Property**

An owner or occupier of a lot must not (without the Body Corporate's written approval), alter, mark, paint, drive nails, screws or other objects into common property or a Body Corporate asset, or otherwise damage or deface the common property including a structure that forms part of the common property of the Body Corporate.

#### **7. Plants and Gardens**

- 7.1 Owners or occupiers of lots must not, without the Body Corporate's written approval:-
- (a) damage a lawn, garden, tree, shrub or flower (together 'plant') on the common property; or
  - (b) use a part of the common property as a garden; or
  - (c) use a part of the common property for a Private Event.

The Body Corporate may cancel any such approval by giving 7 days' written notice to the person who originally obtained the approval. This By-law does not apply in respect of any common property in relation to which the relevant owner has been granted a right of exclusive use.

- 7.2 Any plant in a lot that is visible from outside the lot must be:

- (a) a variety approved by the Body Corporate;
- (b) pruned as appropriate;
- (c) maintained in a good and healthy condition; and
- (d) promptly removed (if it dies) and replaced with a Body Corporate approved variety.

#### **8. Alterations**

- 8.1 Owners and occupiers of lots must not make any structural alteration to any lot or to the external appearance of a building or other structure on the Scheme Land without the prior written consent of the Body Corporate.
- 8.2 Owners and occupiers of lots must not erect any structure, including sun shading or privacy screening, on any balcony or courtyard within any lot or on any common property allocated for the exclusive use of the lot without the prior written consent of the Body Corporate.
- 8.3 The Body Corporate may withhold its consent under By-law 8.1 or 8.2 until it is satisfied that:
- (a) all approvals required by law (including all necessary local government approvals) have been obtained;
  - (b) the proposed alterations will comply with the current provisions of the Building Code of Australia;
  - (c) the proposed alterations are consistent with all development approvals given by the local authority or other relevant body with respect to the Scheme.
- 8.4 This By-law 8 does not apply to the Original Owner.

#### **9. Rubbish Disposal**

- 9.1 Owners or occupiers of lots must not leave rubbish or other materials, including recycle material, on the common property in a way or place likely to interfere with the use and enjoyment of the common property by someone else.
- 9.2 Owners or occupiers of lots must not dispose of glass rubbish in such a way as to create any noise between the hours of 10.00pm and 7.00am.
- 9.3 Every owner or occupier of a lot must:-
- (a) comply with all laws about disposal of rubbish; and
  - (b) ensure that the health, hygiene and comfort of the occupiers of other lots is not adversely affected when disposing of rubbish.
- 9.4 Owners and occupiers of lots must not restrict access to the common property by the relevant government authority, the Body Corporate, its contractors or workmen in collecting and disposing of rubbish.
- 9.5 An owner or occupier of a lot shall not place any object or item in the garbage chutes or in the general vicinity of the garbage chutes which is inappropriate or which might break or shatter or cause damage or injury in the garbage chutes or at the collection points in the basement of the building. Any loss caused by damage or blockage to garbage chutes resulting from misuse or negligence shall be borne by the relevant owner whether caused by the actions of the owner, members of the household, occupiers, servants, tenants, agents or guests.

#### **10. Use of Lots and Common Property – General**

- 10.1 Owners and occupiers of lots must not, without the Body Corporate's written approval, store a flammable substance on the common property of the Scheme.
- 10.2 Owners and occupiers of lots must not, without the Body Corporate's written approval, store a flammable substance in a lot unless the substance is used or intended for use for domestic purposes and may be lawfully used for that purpose, however, an owner or occupier may not in any circumstances, keep on a lot, a gas bottle with a capacity greater than 4.5 litres.

10.3 However, By-laws 10.1 and 10.2 do not apply to:-

- (a) the storage of fuel in a fuel tank of a vehicle, boat or internal combustion engine; or
- (b) the storage of fuel in a container kept on a vehicle or boat in which the fuel is stored in accordance with the requirements of the law regulating the storage of flammable liquid; or
- (c) the transit across common property to a lot of properly contained flammable substances intended for use for lawful domestic purposes.

10.4 An owner or occupier of a lot using common property or facilities in lots must use them properly and only for the purpose for which they are designed.

10.5 An owner or occupier of a lot shall give the Body Corporate prompt notice of any accident to or defect in the common property. The Body Corporate shall have power by its contractors or workmen to examine and make such repairs and renovations to the common property as it may deem necessary for the safety and preservation of the Scheme Land as often as may be necessary.

10.6 An owner or occupier of a lot shall not object to or do anything to hinder the use by any member of the general public of any parts of the common property designated for such use by the Body Corporate or in accordance with any applicable conditions of a development approval for the Scheme Land.

10.7 Lots may only be used for residential purposes and must not be used for any other purpose including letting agency services to owners of lots in the Scheme.

#### 11. Keeping of Animals

Subject to the provisions of the Act, an owner or occupier of a lot shall not keep any animal upon their lot or the common property of the Scheme without the written permission of the Body Corporate which permission may be given subject to any conditions the Body Corporate considers to be reasonable.

#### 12. Telecommunications Equipment

12.1 Subject to By-law 12.3, an owner or occupier of a lot may not install any telecommunications equipment within a lot which is visible from the outside of a lot, or on the common property, without the Body Corporate's consent.

12.2 Subject to By-law 12.3, an owner or occupier of a lot, may not install any equipment on the common property or within a lot, if such equipment causes or is likely to cause electromagnetic interference with any other equipment installed on the Scheme Land, without the Body Corporate's consent.

12.3 The Original Owner may install, or authorise others to install, telecommunications or other equipment within a lot that it owns or otherwise occupies, without the Body Corporate's consent, provided it complies with all laws relating to that installation.

#### 13. Vehicles

13.1 An owner or 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 anyone else to park a vehicle, or allow a vehicle to stand, on the common property;

unless the area of common property is designated for such purpose and then only subject to any rules set by the Body Corporate in relation to use of such areas or unless such area is the subject of exclusive use or special rights granted pursuant to this Statement for the benefit of the relevant owner or occupier.

13.2 The Body Corporate may cancel the approval given under By-law 13.1 (other than in respect of exclusive use or special rights areas granted pursuant to this Statement) by giving 7 days' written notice to the person who originally obtained the approval.

13.3 Vehicles may only traverse common property areas designed for that purpose.

13.4 Vehicles must be driven safely and at a safe speed (not to exceed 10km/hour at any time).

**14. Auction Sales**

An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in their lot or on any part of the Scheme Land without the prior approval in writing of the Body Corporate.

**15. Tradesmen**

An owner or occupier of a lot shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

**16. Interior**

Each owner or occupier of a lot shall be responsible for the interior maintenance and decoration of its lot.

**17. Windows and plate glass**

17.1 Subject to By-law 17.2 an owner or occupier of a lot shall at their expense keep the windows and any plate glass forming part of their lot clean.

17.2 An owner or occupier of a lot shall ensure that no attempt is made to clean or replace the glass in a lot in a manner which is not safe and secure.

17.3 Owners and occupiers of lots must notify the Body Corporate of any cracked or broken glass doors or windows forming part of the boundary of the lot.

**18. Water apparatus**

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 are constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the relevant owner whether caused by the actions of the owner, members of the household, occupiers, servants, tenants, agents or guests.

**19. Damage to services**

An owner or occupier of a lot shall give the Body Corporate prompt notice of any accident to or defect in the water pipes, electric or gas installations or fixtures and the Body Corporate by its agents or servants shall have authority in the circumstances having regard to the urgency involved to enter a lot, examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the building as often as may be necessary and such entry shall not constitute trespass.

**20. Vermin**

An owner or occupier of a lot shall keep the lot clean and take all practicable steps to prevent infestation by vermin or insects, including regular pest control.

**21. Infectious diseases**

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any lot the owner or occupier of such lot shall give written notice and any other information which may be required to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any other part of the building required to be disinfected and replacing of any articles or things the destruction of which may be rendered necessary by such disease.

**22. Insurance**

An owner or occupier of a lot shall not bring to, do or keep anything in its lot which may void any insurance policy in respect of the building, the lot, or common property, increase the rate of fire insurance on the building or any lot or common property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the building or any lot or common property.

**23. Removals**

An owner or occupier shall not move any furniture, equipment, piano or safe into or out of any lot if such movement will or may damage common property or unreasonably block ready access to lots or common property without first advising the Body Corporate and such moving must be undertaken in such manner and at such times as are directed by the Body Corporate.

**24. Access**

24.1 The Body Corporate, its servants, agents and contractors shall be permitted by an owner or occupier to enter into the lot to inspect, maintain, repair or renew pipes, wires, cables and ducts in the lot capable of being used in connection with the enjoyment of any other lot or common property, or to maintain, repair or renew common property, or to ensure that the By-laws are being observed in accordance with Section 163 of the Act.

24.2 Such maintenance, repair or renewal shall be at the expense of the owner or occupier of the lot if the need for such maintenance, repair or renewal is due to any act or default of the owner or occupier or their guests, servants or agents.

24.3 If not permitted they may effect an entry and such entry shall not constitute trespass.

24.4 The Body Corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

**25. Compliance**

25.1 The owner or occupier of a lot shall ensure that the duties and obligations imposed by these By-laws are observed, not only by the owner or occupier, but also their guests, servants, employees, agents, children, invitees and licensees.

25.2 The owner of a lot shall provide a copy of these By-laws to any tenant or occupier of the lot.

**26. Sales by Original Owner**

Despite any other provision of these By-laws, while the Original Owner remains an owner or occupier (whether by lease, license or otherwise) of any lot in the Scheme, it and its officers, servants or agents shall be entitled to use any lot of which it is a registered owner or occupier as a display lot and/or a sales office and shall be entitled to allow prospective purchasers or prospective lessees to inspect any lot and shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about such lots and common property as it thinks fit. Such signs shall be tasteful, having regard to the general appearance of the Scheme and shall not at any time be more in terms of number and size than is reasonably necessary. The Original Owner shall also be entitled to carry out promotional and marketing functions from the Common Property providing that reasonable steps are taken to minimise the disturbance to owners and occupiers of lots in the Scheme. In exercising its rights pursuant to this By-law the Original Owner should use its best endeavours to cause its authorised officers, servants and agents and prospective purchasers, lessees and invitees to comply with the By-laws.

**27. Easements**

The Body Corporate is empowered to:

- (a) grant any easement, licence, right of way or any other concession to enable services (ie electricity, telecommunications, communications, gas, drainage, water and sewerage) from any public authority or instrumentality, any government department, authority or instrumentality, or any private person or corporation, to pass through under or over common property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and
- (b) enter into or be party to or have the benefit of a grant of easement with any adjoining land owner or the local authority whether pursuant to conditions of a development approval or otherwise, for any purpose necessary for the use and enjoyment of Scheme Land or for the benefit of adjoining land owners, the local authority or any other person including, without limitation, for access, services, maintenance of dividing fences.



**28. Window coverings**

An owner or occupier of a lot shall not hang, install, remove or replace any window covering (including, without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the prior written consent of the Body Corporate.

**29. Recovery of Costs**

29.1 An owner of a lot (which expression extends to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (a) recovering levies or money payable to the Body Corporate pursuant to the Act duly levied in respect of a lot or an owner by the Body Corporate;
- (b) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against an owner or any occupier of the owner's lot, including but not limited to appeals; or
- (c) enforcing these By-laws.

29.2 If an owner of a lot (or such an owner's mortgagee in possession) does not pay the Body Corporate's costs and expenses after demand is made for payment, then the Body Corporate may do all or any of the following:-

- (a) treat the demanded costs and expenses as a liquidated debt and take action to recover that liquidated debt in any Court or competent jurisdiction;
- (b) enter the Body Corporate's costs and expenses against the levy account in respect of any lot;
- (c) include a charge for interest on such costs and expenses at the rate of 2.5% per month.

29.3 The owner of any lot from which a false alarm originated shall be responsible for any cost incurred as a result of a false alarm occurring in the security system or fire alarm system (including but not limited to any call out fee from Queensland Fire and Rescue Service).

**30. Body Corporate empowered to enter into agreements**

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these By-laws, the Body Corporate shall be empowered to enter into, with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide, one or more of the following agreements:

- (a) an agreement or agreements for management and/or maintenance of the common property of lots on behalf of owners;
- (b) an agreement or agreements for the appointment of a body corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
- (c) an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the common property and assets of the Body Corporate or for the purposes of ensuring the proper performance of the powers, duties and functions of the Body Corporate and of the committee of the Body Corporate (including agreements with service contractors and service and maintenance contracts in respect of utility services as mechanical ventilation, fire control equipment and security systems) and
- (d) an agreement or agreements for the supply of services to the scheme and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the common property.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

**31. Restricted Access Areas**

31.1 The Body Corporate must ensure that any parts of the common property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) other services to the lots and common property;

are kept locked unless there is a legal requirement to the contrary. Owners or occupiers of lots may not enter or open or tamper with such areas without the consent of the Body Corporate.

31.2 The Body Corporate may use or authorise use of parts of the common property to store equipment used for the performance of the Body Corporate's duties in respect of the common property. These areas may be locked and access prohibited without the authority of the Body Corporate.

**32. Signage and appearance of building**

32.1 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, advertisement, placard, banner, pamphlet or like matter on any part of his or her lot in such a way as to be visible from outside the building.

32.2 Owners and occupiers of lots (including their servants or agents), other than the Original Owner, must not erect or place on common property or any part of their lot visible from the outside, any signs or notices, including "For Sale" or "For Rent" signs without the prior written consent of the Body Corporate.

32.3 The Body Corporate may erect upon common property from time to time a directory board of occupiers of the Scheme land. If the Body Corporate displays a sign relating to an occupier on such a directory board, that occupier must pay the Body Corporate's costs of placing such sign on the directory board and of removing it including, without limitation, the costs of the sign.

32.4 This By-law and any rules or guidelines regarding signage set by the Body Corporate do not apply to the Original Owner.

**33. GST**

33.1 Unless otherwise expressly stated, sums payable or consideration to be provided under or in accordance with these By-laws are exclusive of GST.

33.2 If any party is liable to pay GST on any supply made under these By-laws and issues a valid tax invoice to the recipient, then the recipient agrees to pay the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

33.3 Despite any other provisions in this Community Management Statement to the contrary, this By-law will survive termination of this Community Management Statement.

33.4 'GST' and other terms used in this By-law have the definitions provided in *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* and the related regulations.

**34. Supply of Utility Services**

34.1 If permitted by relevant legislation the Body Corporate may:

- (a) establish and maintain systems for the supply of utility services as defined in the Act (including but not limited to electricity, gas, air-conditioning, data and telecommunications) to lots and common property in the Scheme ('the Utilities System');
- (b) as on-supplier:

- (i) purchase utility services from suppliers; and
- (ii) on-supply utility services to owners of lots (collectively called 'the recipients').

34.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

- (a) the supply of utility services to the Body Corporate by suppliers;
- (b) the on-supply of utility services to recipients; and
- (c) *service infrastructure used in connection with the Utilities System;*

including, without limitation, agreements contemplated by the module setting out the basis on which charges are made for supply of utility services and the recovery of the costs to the Body Corporate of supplying that service and reasonable administration and service fees.

34.3 The Body Corporate must calculate charges for utility services supplied to recipients only as permitted under the relevant legislation governing on supply by the Body Corporate and may only levy charges to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to recipients.

34.4 If the Body Corporate charges recipients a tariff rate for the supply of utility services which is higher than the rate at which the Body Corporate purchases utility services from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate for the benefit of owners.

34.5 If the Body Corporate operates and maintains a system under this By-law it may:

- (a) enter into agreements with recipients for the supply of utility services setting out the terms on which the Body Corporate will charge for the provision of such services and recover the costs of providing such service including charges for:
  - the supply of electricity, gas, data and telecommunications services;
  - installation and connection to the Utilities System;
  - servicing and maintenance of the Utilities System to the extent it is utilised in the provision of the service to a particular recipient;
  - disconnection and reconnection fees;
  - advance payments or security deposits to be provided in connection with electricity and gas supply through the Utilities System;
- (b) establish the basis of electricity and gas charges for those recipients which are not supplied by separate meter (if any) and for common property, based on an estimated electricity and gas consumption taking into account the number and type of fittings, points, installations, plant and equipment and appliances, and the use to which equipment is put by the relevant recipients or the Body Corporate;
- (c) establish a system of accounts and invoices in connection with the supply of utility services through the Utilities System and render such accounts to recipients as appropriate;
- (d) recover any amounts when due and payable from any recipient under applicable accounts rendered, and if an account is unpaid by the due date:
  - (i) recover any unpaid amount as a liquidated debt;
  - (ii) recover interest on any unpaid account;
  - (iii) disconnect the supply of reticulated utility services to the relevant recipient;
  - (iv) charge a re-connection fee to restore utility services supplied to the recipient; or
  - (v) increase the advance payment or security deposit for utility services supplied to the relevant recipient.

**35. Air Conditioning**

- 35.1 Subject to By-law 35.2, the owner of each lot shall be entitled to install and maintain air conditioning plant servicing the lot within the common property located adjacent to the lot, provided that the position, nature, dimensions, weight and method of installation of such plant have been approved by the Body Corporate in writing.
- 35.2 If the Original Owner has installed air conditioning plant servicing a lot which is located within the common property adjacent to that lot the owner of such lot from time to time shall be entitled to maintain that air conditioning plant.
- 35.3 Each owner of a lot in relation to which air conditioning plant has been installed on common property shall be responsible, at its expense, for the performance of the duty of the Body Corporate under and pursuant to Section 93 of the module in respect to the area of common property on which such plant is installed.
- 35.4 Any owner referred to in this By-law must allow the Body Corporate, its servants or agents, access, at all reasonable times, to that part of the common property upon which the air conditioning plant is installed, for any reasonable purpose including inspection and maintenance.
- 35.5 This By-law regarding the installation and maintenance of air conditioning plant does not apply to the Original Owner.

**36. Exclusive Use**

- 36.1 The owners of lots shall be entitled to the exclusive use, at all times, of such areas of common property or Body Corporate assets as are allocated and for the purposes specified, in Table 1 of Schedule D on the following conditions:
- (a) the relevant owner is responsible for the costs of maintaining the exclusive use areas allocated to it, in accordance with Section 107(2) of the module;
  - (b) the relevant owner shall indemnify the Body Corporate against all claims and legal expenses arising out of any incidents occurring on any exclusive use area allocated to it and must arrange public liability insurance with respect to each such area for a minimum limit of indemnity of \$20,000,000, or such other reasonable sum as the Body Corporate nominates from time to time, and noting the interest of the Body Corporate. The relevant owner will provide a copy of the Certificate of Currency of such insurance to the Body Corporate upon request and any failure to comply with such insurance obligations shall entitle the Body Corporate to withdraw the exclusive use rights upon written notice to the relevant owner;
  - (c) the relevant owner must not construct any structure on any exclusive use area without first obtaining the written consent of the Body Corporate;
  - (d) the relevant owner must allow the Body Corporate access at all reasonable times to the exclusive use areas to enable inspection and maintenance, if necessary;
  - (e) the relevant owner must not, for commercial gain, sublet or licence any other party to use all or any part of such area other than a tenant or occupier of a lot in relation to which such area has been allocated under this community management statement;
  - (f) nothing shall be stored or left in an area allocated under this By-law for parking and storage purposes, other than a vehicle, unless it is stored or left inside a structure approved by the Body Corporate;
  - (g) nothing is to be stored in the relevant area in breach of the Building Code of Australia or Australian Standard AS128 or other relevant Standards or any storage guidelines published, from time to time, by the Body Corporate
  - (h) when using any area of common property allocated under this clause, an owner or occupier of a lot must acknowledge the rights of any grantee of an easement registered over the relevant part of the common property and comply at all times with the terms of such easement.
- 36.2 The Original Owner may, in its absolute discretion, by giving written notice to the Body Corporate allocate part of the common property of the Scheme for the exclusive use of a lot, for such purpose and during such times (including all times) as the Original Owner may decide.

- 36.3 Owners of lots may vary, transpose or re-allocate any areas of common property allocated to them pursuant to this By-law by notice in writing delivered to the Body Corporate signed by the owner of the lot currently entitled to the exclusive use of, or special rights with respect to, such area or areas and by the owner of the lot to which it is proposed that the exclusive use or special rights area be transferred or with which it is proposed it be transposed provided such changes comply with the relevant provisions of the Local Government's planning scheme. Subject to such owners bearing all relevant costs, upon receipt of such notice together with an appropriate plan clearly describing the relevant area or areas, the Body Corporate shall seal and lodge the appropriate documents at the Titles Office, including a New Community Management Statement, to record such change.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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A services location programme has been provided in the attached sketch plan "B".

The following lots are affected, or are proposed to be affected by statutory easements.

Lot	Statutory Easements"	Service Location Diagrams
Common Property	Electricity, sewer, stormwater, telecommunications, water and support	See attached sketch plan "B"
Lots 1 & 2 on SP293267	Electricity, sewer, stormwater, telecommunications, water and support	See attached sketch plan "B"

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Pursuant to By-law 36 the owner of each Lot shall be entitled to the exclusive use and enjoyment of the areas of common property listed below and designated on the attached sketch plan "A".

Lot	Area Identified in Attached Plan "A"	Purpose
Lot 1 on SP293267	A	Outdoor Area
Lot 2 on SP293267	B	Outdoor Area

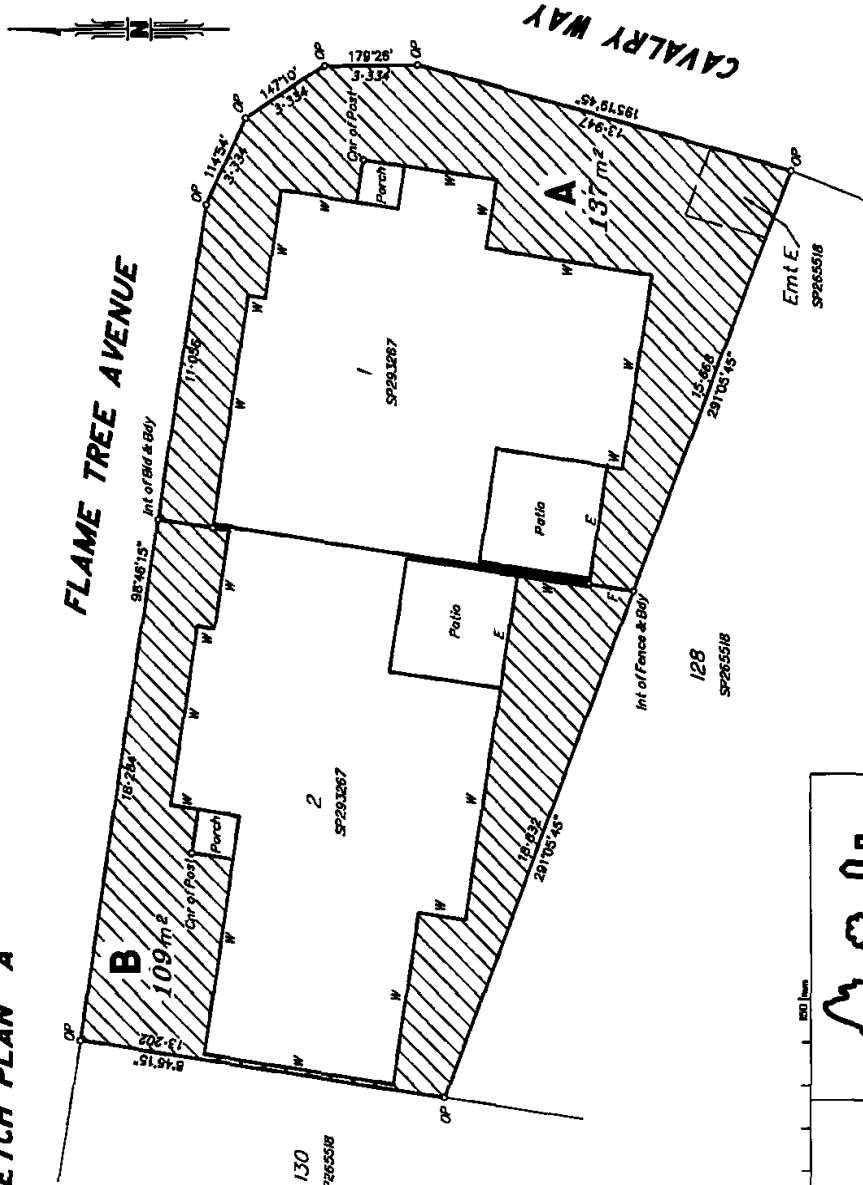
**NAME OF SCHEME: LOT 129 CAVALRY WAY  
COMMUNITY TITLES SCHEME NO:  
SKETCH PLAN "A"**

I, Corey Emanuel JAMES, Cadastral Surveyor,  
certify that the details shown on this  
sketch plan are correct.

*[Signature]*

Cadastral Surveyor

Date: 5/4/2017



Description	Symbol
Center Line of Fence	F
Face of Wall	W
Edge of Concrete	E



**Skyline Surveyors**

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69 Allensdale Drive  
MOUNTAIN CREEK QLD 4557  
E: corey@skysurvey.com.au  
W: www.skysurvey.com.au

**EXCLUSIVE USE PLAN**

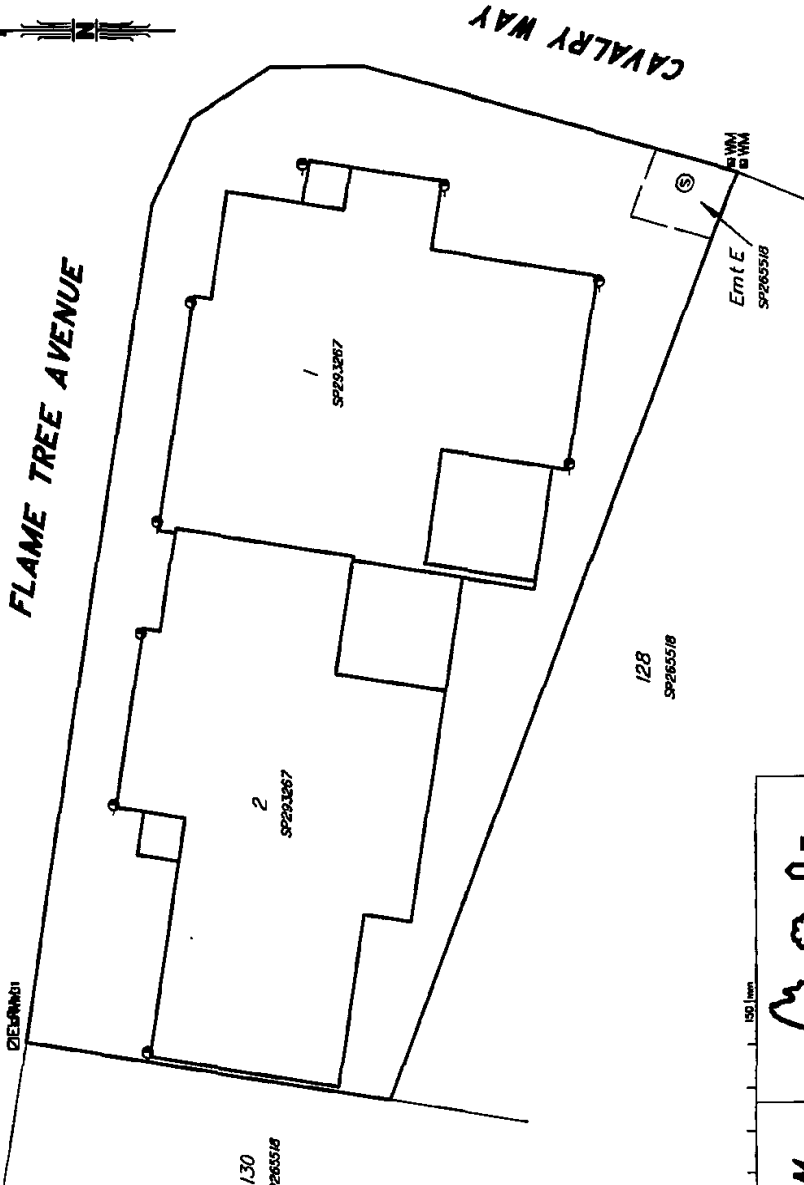
Over Common Property on the  
Level A on SP293267

Plan No: 685/LOT 129 EX USE	Scale: 1:150@A3
Prepared By: TJ	Date: 30/03/2017

**NAME OF SCHEME: LOT 129 CAVALRY WAY  
COMMUNITY TITLES SCHEME NO:  
SKETCH PLAN "B"**

LEGEND	
① SEWER MANHOLE	
— SW —	STORM WATER
— S —	SEWER
— W —	WATER SUPPLY
— T —	TELSTRA
— E —	ELECTRICITY

Services shown hereon have been located where possible by field survey.  
Prior to any demolition, excavation or construction on the site, the relevant authority should be contacted for possible location of further underground services and detailed locations of all services.



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07 5463 4877

**SERVICE LOCATION DIAGRAM**  
Over Common Property  
on SP293267

Plan No: 6851 Lot 129 SLD	Scale: 1:150@A3	Date: 30/03/2017
Prepared By: TU		