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

**GENERAL REQUEST**

Duty Imprint

FORM 14 Version 4  
Page 1 of 1



**712811501**

\$66.90

22/10/2009 09:54

**BE 470**

<p><b>1. Nature of request</b> Request to record New Community Management Statement for Cumulus Community Titles Scheme 15459</p>	<p><b>Lodger</b> (Name, address, E-mail &amp; phone number) Barr Group BCM Pty Ltd P O Box 6517 UPPER MT GRAVATT QLD 4122 graeme@barrgroupbcm.com.au (07) 3849 4499</p>	<p><b>Lodger Code</b></p>
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<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Common Property of Cumulus CTS 15459	Stanley	North Brisbane	50156218

**3. Registered Proprietor/State Lessee**  
Body Corporate for Cumulus Community Titles Scheme 15459

**4. Interest**  
Not applicable

**5. Applicant**  
Body Corporate for Cumulus Community Titles Scheme 15459

**6. Request**

I hereby request that: the New Community Management Statement deposited herewith be recorded as the CMS for Cumulus Community Titles Scheme 15459 which amends Schedule C of the existing CMS.

**7. Execution by applicant**

*[Signature]*  
CHAIR



16/10/2009  
**Execution Date**

*[Signature]*  
**Applicant's or Solicitor's Signature**  
CHAIR FOR CUMULUS CTS

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

*[Signature]*  
COMMUNITY MEMBER

**15459**

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

<p><b>1. Name of community titles scheme</b> Cumulus Community Titles Scheme 15459</p>	<p><b>2. Regulation module</b> Standard Module</p>
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**3. Name of body corporate**  
Body Corporate for Cumulus Community Titles Scheme 15459

4. Scheme land	Lot on Plan Description	County	Parish	Title Reference
	Common property of Cumulus CTS 15459	Stanley	North Brisbane	50156218
	Lot 1-25 (inclusive) in BUP 105286	Stanley	North Brisbane	50156219-50156243 (inclusive)

<p><b>5. *Name and address of original owner</b> Not applicable</p>	<p><b>6. Reference to plan lodged with this statement</b> Not applicable</p>
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# 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**



16, 10, 2009  
Execution Date

.....  
.....  
.....  
\*Execution  
\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement  
CHAI R. COMMITTEE MEMBER

**Privacy Statement**  
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 in BUP 105286	22	22
Lot 2 in BUP 105286	41	41
Lot 3 in BUP 105286	45	45
Lot 4 in BUP 105286	41	41
Lot 5 in BUP 105286	37	37
Lot 6 in BUP 105286	23	23
Lot 7 in BUP 105286	38	38
Lot 8 in BUP 105286	46	46
Lot 9 in BUP 105286	43	43
Lot 10 in BUP 105286	38	38
Lot 11 in BUP 105286	24	24
Lot 12 in BUP 105286	39	39
Lot 13 in BUP 105286	44	44
Lot 14 in BUP 105286	44	44
Lot 15 in BUP 105286	39	39
Lot 16 in BUP 105286	25	25
Lot 17 in BUP 105286	40	40
Lot 18 in BUP 105286	45	45
Lot 19 in BUP 105286	46	46
Lot 20 in BUP 105286	40	40
Lot 21 in BUP 105286	27	27
Lot 22 in BUP 105286	41	41
Lot 23 in BUP 105286	46	46
Lot 24 in BUP 105286	63	63
Lot 25 in BUP 105286	63	63
<b>TOTALS</b>	<b>1000</b>	<b>1000</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

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

**SCHEDULE C BY-LAWS****1. DEFINITIONS****1.1 Dictionary**

**Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the community titles scheme.

**Adjoining Schemes** means Nimbus CTS 20009, Stratus CTS 19426, Nebula CTS 24575 and Bowen Point CTS 30082. Body Corporate means the body corporate created under the Act for the community titles scheme.

<b>Caretaker</b>	means the person appointed by the Body Corporate to caretake the Common Property, including the common property of the Adjoining Schemes.
<b>Committee</b>	comprises the persons chosen at each annual general meeting of the Body Corporate, but subject to the provisions under the Regulation Module relating to term of office, vacancies and the filling of casual vacancies.
<b>Common Property</b>	is land for a community titles scheme that is not included in a Lot.
<b>Invitee</b>	means any person on the Scheme Land with the permission of an Occupier.
<b>Lot</b>	means a Lot under the Land Title Act 1994.
<b>Occupier</b>	of a Lot means a resident Owner or resident lessee of a Lot, or someone else who lives on the Lot.
<b>Owner</b>	of a Lot means the person who is, or is entitled to be, the registered owner of the Lot, and includes a mortgagee in possession of the Lot and if, under the Land Title Act 1994, two or more persons are the registered owners, or are entitled to be the registered owners, of the lot – each of those persons.
<b>Regulation Module</b>	subject to the provisions of the Act, is the Regulation Module that is recorded on the community management statement in the Department of Natural Resources as stated to apply to the community titles scheme.
<b>Scheme Land</b>	comprises all the Lots and the Common Property contained in the community titles scheme.
<b>Utility Infrastructure</b>	means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common property are supplied with utility services, and a device for measuring the reticulation or supply of a utility service.
<b>Window Covering</b>	means internal curtain, blind, shutter, roller shade or other similar covering for a window or door.

## 1.2 Rules for interpretation

In these by-laws, unless the context indicates a contrary intention –

- (a) words denoting any gender include all genders
- (b) the singular number includes the plural and vice versa
- (c) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assignors
- (d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- (e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally
- (f) references to any legislation includes any legislation which amends or replaces that legislation
- (g) for the purpose of by-law 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act
- (h) headings are included for convenience only and will not affect the interpretation of these by-laws

- (i) a reference to any thing includes the whole or each part of it, and
- (j) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

## 2. NOISE

- (a) An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot, the Common Property, a lot in the Adjoining Schemes or the common property of the Adjoining Schemes.
- (b) Owners and Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- (c) An Owner or Occupier must request Invitees leaving after 11pm to leave quietly.

## 3. VEHICLES

- (a) An Owner or Occupier must not park any vehicle upon Common Property except -
  - (i) with the Committee's written approval, or
  - (ii) where authorised by an exclusive use by-law.
- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee. Any person staying overnight more than three days a week for more than one month is considered to be permanent resident, with a determination to be made at the discretion of the Caretaker.
- (c) An Owner or Occupier must not park any vehicle in the visitor car parking bays, on the common property of the Adjoining Schemes, or upon any easements granted in favour of the Body Corporate or any easements granted in favour of the Adjoining Schemes.
- (d) An Owner or Occupier must not exceed the speed limit of 10 kph on the Common Property roadways.
- (e) An Owner or Occupier must not permit an Invitee to park a vehicle on the Common Property, other than in the designated visitor car parking bays. An Owner or Occupier must ensure that their Invitees comply with all signage about parking and any reasonable directions of the Caretaker to ensure compliance with this by-law.
- (f) The Body Corporate is authorised to enter into an agreement with a tow truck company or companies who shall be authorised to remove vehicles, when instructed to do so by the Body Corporate's representative.

## 4. OBSTRUCTION/NUISANCE

- (a) An Owner or Occupier must not obstruct lawful use of Common Property by any other person.
- (b) An Owner or Occupier must also not obstruct the use of the common property on the Adjoining Schemes or upon any easement granted in favour of the Body Corporate or any easements granted in favour of the Adjoining Schemes.
- (c) An Owner or Occupier must not cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of a person lawfully on another Lot, the Common Property, a lot in the Adjoining Schemes or the common property of the Adjoining Schemes.
- (d) An Owner or Occupier must not use skateboards, roller blades, skates or any other similar equipment on the Common Property or the common property of the Adjoining Schemes.

## 5. DEPOSITING RUBBISH ON COMMON PROPERTY

An Owner or Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on a Lot, the Common Property, a lot in the Adjoining Schemes or on the common property of the Adjoining Schemes.

## 6. GARBAGE DISPOSAL

- (a) An Owner or Occupier 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 Committee for that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- (b) If the Body Corporate provides a garbage chute, then all household garbage must be securely wrapped before being deposited in the chute. Bottles, cardboard boxes, crockery and broken glass are not to be deposited in the chute. If a recycling container is provided, then clean newspapers, bottles, cartons and plastic containers are to be placed in the recycling container.
- (c) An Owner or Occupier must -
  - (i) comply with all local government local laws about disposal of garbage
  - (ii) ensure that on garbage collection days the receptacle is placed in the designated area for collection and returned as soon as reasonably practicable after collection, and in any event, within 24 hours of collection, and
  - (iii) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

## 7. UTILITY INFRASTRUCTURE

- (a) An Owner or Occupier must use the Utility Infrastructure for the purpose for which it was designed and not for any other purpose.
- (b) If an Owner or Occupier becomes aware of any defect or damage to the Utility Infrastructure, the Owner or Occupier must promptly give notice to the Committee of the defect or damage.
- (c) An Owner or Occupier shall ensure all water taps in a Lot are properly turned off after use.

## 8. COMMON PROPERTY GARDENS

- (a) An Owner or Occupier must not -
  - (i) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
  - (ii) use as a garden any portion of the Common Property, except with the Committee's written approval.
- (b) An approval given under by-law 8(a)(ii) must state any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

## 9. DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the Committee's written approval.
- (b) This by-law does not prevent an Occupier from installing -
  - (i) any lock or other safety device for the protection of a Lot against intruders, or
  - (ii) any screen or other device to prevent entry of animals or insects to the Lot.

- (c) The locking, safety device, screen or other device must be constructed in a workmanlike manner and maintained in a state of good and serviceable repair by the Occupier. It must not detract from the visual amenity of the Scheme Land. The locking or safety device must be keyed to the Scheme Land's master key system.
- (d) By-laws 9 (b) and (c) do not relate to any fire rated door which must meet all fire safety regulations and the Building Code of Australia. Any Owner or Occupier seeking to modify or alter a fire rated door must seek the written approval of the Committee. The Committee will not be acting unreasonably in failing to give approval where the modification or alteration does not comply with current fire safety regulations and the Building Code of Australia.
- (e) An Owner or Occupier must not erect any structure on the Common Property for his own benefit, unless consent has been obtained in accordance with the Act.

#### **10. MAINTENANCE OF LOTS**

- (a) An Owner or Occupier must ensure his Lot is kept and maintained so as to minimise the risk of infestation by vermin or insects or be offensive in appearance to other Occupiers.
- (b) To ensure compliance with by-law 10(a), an Owner or Occupier must undertake preventative measures for termites at the same time and in the same manner as the Body Corporate does for the Common Property.
- (c) The Body Corporate wishes to retain a high standard as to the appearance and maintenance of any gardens within courtyard areas.
- (d) To ensure compliance with by-law 10(c), Occupiers must maintain their gardens within courtyard areas to a standard equivalent to those on the Common Property.

#### **11. SUPPLY OF SERVICES BY BODY CORPORATE**

- (a) To ensure compliance with by-laws 10, the Body Corporate may supply, or engage another person to supply, maintenance services for the benefit of Owners and Occupiers, which services may include pest prevention or extermination.
- (b) Where the Body Corporate supplies to an Owner or Occupier maintenance services in accordance with by-law 11(a), the Owner must reimburse the Body Corporate for the cost of the service provided by the Body Corporate. The amount owing by the Owner to the Body Corporate is recoverable by the Body Corporate in the same way as it is entitled to recover levy contributions.

#### **12. INTERNAL ALTERATIONS TO LOTS**

- (a) An Owner or Occupier must not remove floor coverings or replace floor coverings with a different type of floor covering, except with the Committee's written approval. The purpose of this by-law is to ensure that an appropriate standard of sound proofing is maintained.
- (b) An Owner or Occupier must not remove, alter or otherwise interfere with any internal walls or dividing walls except with the Committee's written approval. The purpose of this by-law is to ensure that the structural integrity of the building is maintained.
- (c) An Owner or Occupier must not change any Utility Infrastructure within a Lot, except with the Committee's written approval. The purpose of this by-law is to ensure that the Utility Infrastructure servicing other Lots and the Common Property is not affected in any manner.
- (d) An approval given under by-law 12(a), (b) or (c) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken by the Owner or Occupier is not likely to promote a breach of the Act or these by-laws.

**13. APPEARANCE OF LOTS**

- (a) An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article on any part of his Lot (except on clothes lines constructed for that purpose) in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (b) An Owner or Occupier must not display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (c) By-law 13(b) does not apply to one real estate sign advertising the Lot for sale or letting, provided it is of a reasonable size, made of good quality materials and is erected for no longer than two months.
- (d) An Owner or Occupier must ensure that any Window Coverings visible from outside the Lot have a uniform appearance and do not detract from the visual amenity of the Scheme Land.

**14. ALTERATIONS CHANGING EXTERNAL APPEARANCE OF LOTS**

- (a) An Owner or Occupier must not make any change to the external appearance of a Lot, except with the Committee's written approval (where a minor improvement as that term is defined in the Act). In all other cases, the approval must be given in writing by the Body Corporate.
- (b) A change to the external appearance of a Lot includes (but is not limited to) the erection of external blinds or awnings, the enclosure of a patio or balcony, the erection of aerials or satellite dishes, the installation of a tank or shed in a courtyard and the installation of an air-conditioning unit.
- (c) An approval given under by-law 14(a) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken does not affect the structural integrity of the building, does not affect the visual amenity of the Scheme Land and is not likely to promote a breach of the Act or these by-laws.

**15. STORAGE OF FLAMMABLE LIQUIDS**

- (a) An Owner or Occupier must not, without the Committee's written approval, store a flammable substance on the Common Property.
- (b) An Owner or Occupier must not, without the Committee's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this by-law does not apply to the storage of fuel in –
  - (i) the fuel tank of a vehicle, boat or internal combustion engine, or
  - (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- (d) An Owner or Occupier must not bring to, do or keep on a Lot or the Common Property anything which increases the rate of fire insurance taken out by the Body Corporate, or which may conflict with any insurance policy taken out by the Body Corporate.

**16. KEEPING ANIMALS**

- (a) An Owner or Occupier must not, except with the Committee's written approval -
  - (i) bring or keep an animal or bird on a Lot or the Common Property, or
  - (ii) permit an Invitee to bring or keep an animal or bird on a Lot or the Common Property.



- (b) An approval given under by-law 16(a) may be given on conditions such as the size and behaviour of the animal or bird, ensuring the animal or bird is kept wholly within the Lot, is not allowed to roam, spoil, dig or otherwise damage the Common Property and where it is being moved from the Lot, it must be kept on a leash or in a cage. If any conditions are not met, the approval may be withdrawn by the Committee.
- (c) This by-law does not apply to a person who has the right to be accompanied by a guide dog under the *Guide Dogs Act 1972*.

#### 17. BEHAVIOUR OF INVITEES

- (a) Owners or Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot, the Common Property, a lot in the Adjoining Schemes or the common property of the Adjoining Schemes.
- (b) Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

#### 18. RECREATIONAL FACILITIES

- (a) An Owner or Occupier must not use the swimming pool on the Common Property or on the common property of the Adjoining Schemes between 10pm and 7am, except with the Committee's written approval.
- (b) In relation to the swimming pool area, an Owner or Occupier must ensure that
  - (i) children under 12 years are not allowed in or around the area, unless accompanied by an adult
  - (ii) Invitees are not allowed in or around the area, unless accompanied by the Owner or Occupier
  - (iii) alcoholic beverages and glass ware are not taken in or around the area, with the exception being the bbq area of the front pool
  - (iv) food and drink are not consumed in the pool
  - (v) caution is exercised around the area at all times
  - (vi) no person causes a nuisance to any other person lawfully using the swimming pool, other part of the Common Property or the common property of the Adjoining Schemes, and
  - (vii) no smoking in or around the pool area.
- (c) An Owner or Occupier must not, without proper authority, operate adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.
- (d) The Committee may make rules concerning the use of the recreational facilities, including the reservation of the recreational facilities.

#### 19. USE OF LOTS

- (a) Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose, although an Occupier may carry out home based work wholly within a Lot, provided the Occupier obtains the prior written consent of the local government (where applicable) and the Committee.
- (b) Despite by-law 19(a), lot 24 in GTP 3044 (Nimbus CTS 20009) may be used for both residential purposes and management and caretaking of the Common Property and the Common Property of the Adjoining Schemes, the sale and letting of Lots on behalf of Owners and owners in the Adjoining Schemes, and the rendering of services to Occupiers and occupiers in the Adjoining Schemes, as are authorised in writing by the Body Corporate and the Adjoining Schemes.

**20. SECURITY**

- (a) Any security equipment installed on the Common Property or on the common property of the Adjoining Schemes and used in connection with the provision of security for the Scheme Land and the Adjoining Schemes shall remain the property of the Body Corporate and the Adjoining Schemes (as applicable) and be repaired and maintained at the cost and expense of the Body Corporate and the Adjoining Schemes. Any security equipment installed upon any Lot by an Owner shall remain the property of the Owner and shall be repaired and maintained at the cost and expense of the Owner of that Lot.
- (b) The Body Corporate shall, in no circumstances, be responsible to any Owner or Occupier (and the Owner or Occupier shall not be entitled to make any claim for compensation or damage) in the event of a failure of any of the security systems installed by the Body Corporate.
- (c) An Owner or Occupier must exercise a high degree of care and responsibility in using the security system installed on the Scheme Land. An Owner or Occupier must not duplicate any security key or card. An Owner or Occupier must pay to the Body Corporate a deposit of \$100.00 for a security key or card, which is refundable on the return of the key or card. In the event an Owner or Occupier loses a security key or card or it is stolen, the Owner or Occupier must immediately notify the Caretaker and a replacement key will be provided at the Owner or Occupier's expense.
- (d) Pedestrian entry and exit of the Scheme Land or via any Adjoining Scheme must be via the pedestrian gate and not via the driveways, except Owners or Occupiers using prams, push chairs or bicycles.
- (e) An Owner or Occupier must not enter or exit the Scheme Land or via any Adjoining Scheme by climbing under or over the gates and fences.

**21. RECOVERY BY BODY CORPORATE**

Where the Committee or the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

**22. RECOVERY OF COSTS**

An Owner must 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 any other money that the Body Corporate is entitled to recover from the Owner under the Act, any other statutory provision or at common law; and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications under the dispute resolution provisions of the Act.

**23. HOUSE RULES**

The Committee may make house rules concerning the Common Property and in particular the recreational facilities, however the house rules must not be inconsistent with these by-laws. The house rules are to be observed in the same manner as these by-laws. The house rules are to be displayed on the Body Corporate's notice board or other areas of the Common Property.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Nil

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

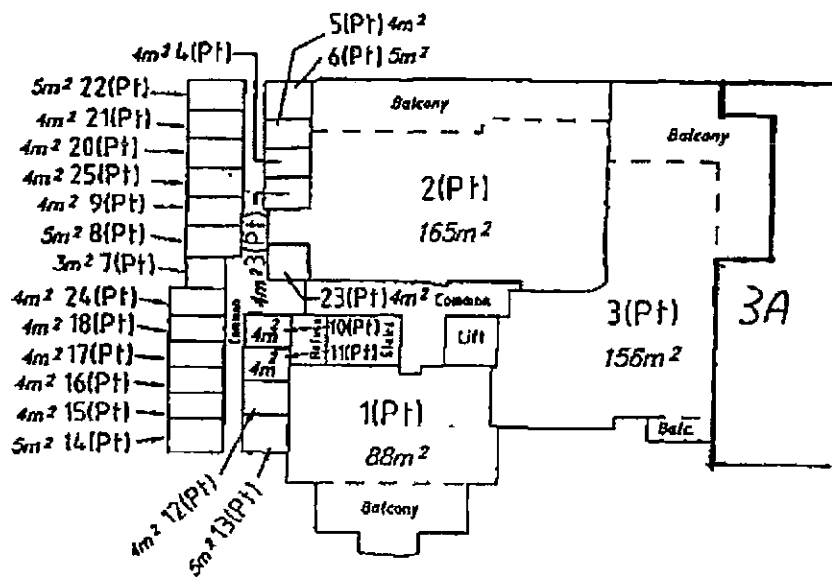
Lot	Exclusive Area
Lot 3 in BUP 105286	The total external terrace area of common property on the eastern side of the building on Level <b>c</b> adjoining Lot 3 and accessible only through Lot 3 and described as exclusive use area 3A on Sketch "A". This is the only external area of common property on Level <b>c</b>

*[Handwritten signatures and initials]*

NAME OF BUILDING UNITS : "CUMULUS" *CTS 15459*

BUILDING UNITS PLAN NO : **105286**

LEVEL C - Floor 1



*Exclusive use area is bounded by structural elements*

