

QUEENSLAND TITLES REGISTRY

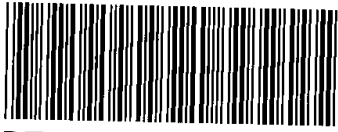
GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

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records. For more information see the Department's website.

1. Nature of request

Request to record a New Community Management Statement for Waterville Community Titles Scheme 10825

Lodger (Name, address, E-mail & phone number)

Grace Lawyers
PO Box 12962
George Street QLD 4003
brenton.schoch@gracelawyers.com.au
07 3102 4120Lodger
Code

2437

2. Lot on Plan Description

Common Property of Waterville Community Titles Scheme 10825

Title Reference

19204361

3. Registered Proprietor/State Lessee

Body Corporate for Waterville Community Titles Scheme 10825

4. Interest

Not Applicable

5. Applicant

Body Corporate for Waterville Community Titles Scheme 10825

6. Request

I hereby request that the New Community Management Statement deposited herewith amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Waterville Community Titles Scheme 10825.

7. Execution by applicant

12/15/2023
Execution DateBrenton Schoch – Solicitor
Applicant's Solicitor's Signature

THIS CMS MUST BE DEPOSITED WITH:

- A
- A
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A NEW C
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10825

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BODY

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

CMS LABEL NUMBER

- | | |
|--|---|
| 1. Name of community titles scheme
Waterville Community Titles Scheme 10825 | 2. Regulation module
Standard Module |
| 3. Name of body corporate
Body Corporate for Waterville Community Titles Scheme 10825 | |
| 4. Scheme land
Lot on Plan Description
Common Property of Waterville
Community Titles Scheme 10825

Lots 1 – 27 on BUP 4361 | |
| Title Reference
19204361

16171027 – 16171053 (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. Local Government community management statement
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
Not applicable pursuant to Section 60(6) of the *Body Corporate and Community Management Act 1997*
8. Execution by original owner/Consent of body corporate



21512023
Execution Date

Name:

Chairperson/Secretary Noela Scille Teakle

Name:

Committee Member GREGORY JOHN BAHKANN

*Execution

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

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

SCHEDULE A	SCHEDULE OF ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on BUP4361	4	4
Lot 2 on BUP4361	4	4
Lot 3 on BUP4361	5	5
Lot 4 on BUP4361	4	4
Lot 5 on BUP4361	4	4
Lot 6 on BUP4361	5	5
Lot 7 on BUP4361	4	4
Lot 8 on BUP4361	4	4
Lot 9 on BUP4361	5	5
Lot 10 on BUP4361	4	4
Lot 11 on BUP4361	4	4
Lot 12 on BUP4361	5	5
Lot 13 on BUP4361	4	4
Lot 14 on BUP4361	4	4
Lot 15 on BUP4361	5	5
Lot 16 on BUP4361	4	4
Lot 17 on BUP4361	4	4
Lot 18 on BUP4361	5	5
Lot 19 on BUP4361	4	4
Lot 20 on BUP4361	4	4
Lot 21 on BUP4361	5	5
Lot 22 on BUP4361	4	4
Lot 23 on BUP4361	4	4
Lot 24 on BUP4361	5	5
Lot 25 on BUP4361	4	4
Lot 26 on BUP4361	4	4
Lot 27 on BUP4361	5	5
TOTALS	117	117

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

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATION

1.1 In these By-laws, the following words have these meanings unless the contrary intention appears:

BCCM Act means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.

Body Corporate means the body corporate created on establishment of the Scheme.

By-laws means these by-laws or any specified part of them.

CMS means this community management statement.

Committee means the committee of the Body Corporate appointed pursuant to the Act.

Common Property means the common property of the Scheme.

Electric Vehicles means all types of automobiles with motors that are powered by electricity rather than liquid fuels, including electric cars, electric motor cycles, electric scooters, electric bicycles, electric skateboards, electric Hoover boards and any other equivalent means of electric transportation

Electric Vehicle Charging Equipment means equipment that connects an Electric Vehicle to a source of electricity to recharge the batteries.

Improvement means the erection of a building, a structural change or a non-structural change of any kind.

Invitee means any person on the Scheme Land with the permission of an Owner or Occupier.

Lot means an individual lot in the Scheme, including garages.

Owner or Occupier means the owner and/or occupier from time to time of a Lot.

Recreation Facilities means the recreational facilities on the Common Property including the swimming pool, barbeque and associated changerooms and showers.

Scheme means Waterville Community Titles Scheme 10825.

Scheme Land means all of the land contained in the Scheme.

Utility Infrastructure 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.

Vehicle includes all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies or any other equivalent means of transportation.

1.2 In these By-laws unless the contrary intention appears:

- (a) headings are for guidance only and are not to be used as an aid in interpretation;
- (b) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act;
- (c) a reference to a By-law includes any variation or replacement of it;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) the singular includes the plural and vice versa;
- (f) reference to either gender includes a reference to any and all genders including undefined or gender neutral pronouns;
- (g) a reference to any thing is a reference to the whole and each part of it;
- (h) reference to a person includes a firm, body corporate, an unincorporated association or an authority;
- (i) 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; and
- (j) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

- 1.3 Where these By-laws say that something can or must be done by the Body Corporate, then that thing may be done by the Committee unless it amounts to a decision on a restricted issue.
- 1.4 All By-laws must be construed so as to be valid, legal or enforceable in all respects. If any By-law is illegal, invalid or unenforceable, it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-law cannot be read down, it is deemed void and is severed and the remaining By-laws are not in any way affected or impaired.
- 1.5 These By-laws must be read in conjunction with the obligations of the Body Corporate, Owners and Occupiers under the BCCM Act.

2. APPLICABILITY

- 2.1 If the Owner of a Lot is not its Occupier, that Owner must ensure that any Occupiers of the Lot (i.e. the tenants) are given notice of:
 - (a) these By-laws at the time any tenancy, letting or lease arrangement is entered into; and
 - (b) any amendments to these By-laws within one month of those amendments taking effect.
- 2.2 An Occupier must take all reasonable steps to ensure their invitees comply with these By-laws.

3. COMMUNICATIONS

Owners and Occupiers must communicate with the Committee and the body corporate manager in a reasonable and courteous manner, and not in any way which constitutes a nuisance.

4. APPLICATION AND APPROVAL PROCESS

- 4.1 When deciding whether to approve an application made by an Owner or Occupier (the **Applicant**) under these By-laws, the Body Corporate may:
 - (a) request the Applicant to provide all information reasonably required to make a decision;
 - (b) grant its approval on relevant conditions;
 - (c) refuse an application if the Applicant fails to provide any information reasonably necessary for the Body Corporate to make a decision within 28 days of a written request being made for specific information; or
 - (d) refuse any application which does not adhere to the By-laws or any relevant legislation.
- 4.2 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.
- 4.3 Any approval under these By-laws by the Body Corporate is invalid to the extent it is inconsistent with the BCCM Act or Regulation Module.

5. TENANCIES

- 5.1 If an Owner lets their Lot for a term of one month or more, the Owner must, as soon as possible, give the Body Corporate notice of:
 - (a) the name of the tenant and all other Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy; and
 - (d) the name and service address of the Owner's letting agent for the tenancy.

- 5.2 An Owner must take reasonable steps under any lease or tenancy agreement that applies to their Lot to ensure the Occupier/s of their Lot abide by these By-laws, and to address any breach of these By-laws by their Occupier/s.

6. NOISE

- 6.1 An Occupier must not create and must ensure their invitees do not create any noise likely to interfere unreasonably with the use and enjoyment of a person on another Lot or the Common Property.
- 6.2 Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- 6.3 The Occupier must request invitees leaving after 10:00pm leave quietly.
- 6.4 An Occupier must not permit –
- (i) any musical instrument to be practised or played; or
 - (ii) any avoidable noise to be made
- so as to be audible to any person lawfully on another Lot or the Common Property, between the hours of 10:00pm and 8:00am.
- 6.5 In the event of any unavoidable noise in a lot at any time the Occupier must take all practical means to minimise noise and disturbance to any person lawfully on another Lot or Common Property.

7. NUISANCES

- 7.1 The Occupier must not use, or permit the use of, the Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard; or
 - (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.

8. SMOKING

An Occupier must not smoke or permit any invitees to smoke on the common property or from a lot such that it unreasonably interferes with the use or enjoyment of another Lot or common property or creates a hazard to a person on another Lot or the common property.

9. OBSTRUCTION

An Occupier must not obstruct, or permit the obstruction of, the lawful use of the Common Property by someone else.

10. VEHICLES

- 10.1 An Occupier must not, without the Body Corporate's written approval:
- (a) park a Vehicle, or allow a Vehicle to stand, on Common Property, or
 - (b) permit an Invitee to park a Vehicle, or allow a Vehicle to stand, on Common Property.
- 10.2 An Occupier must not, without the Body Corporate's prior written approval, drive or permit to be driven any Vehicle in excess of two (2) tonnes weight onto or over the Common Property (other than vehicle(s) entitled by statute, ordinance, code or other law).

- 10.3 An approval under by-law 10.1 and by-law 10.2 must state the period for which it is given and any conditions on which the approval is given. The Committee may withdraw the approval at any time by giving seven (7) days written notice to the Occupier.
- 10.4 An Occupier must not drive a Vehicle over the Common Property at a speed greater than 10kph.
- 10.5 The Body Corporate may from time to time designate an area of Common Property to be used for the washing of Vehicles. If an area is designated by the Body Corporate an Occupier must not wash a Vehicle anywhere else on the Common Property.

11. RECREATIONAL FACILITIES

- 11.1 An Occupier must not use any Recreational Facilities on the Common Property between 10:00pm and 6:00am, except with the Body Corporate's prior written approval.
- 11.2 An Occupier must ensure that –
- (a) their Invitees do not use the Recreational Facilities unless accompanied by the Occupier;
 - (b) children below the age of twelve (12) years do not use the Recreational Facilities unless accompanied by an adult Occupier exercising effective control over them;
 - (c) glass containers or receptacles are not taken to or allowed to remain in or around the swimming pool;
 - (d) food and drink are not consumed in the swimming pool;
 - (e) the Occupier and their invitees exercise caution at all times when using the Recreational Facilities and do not behave in any manner (including but not limited to running or splashing) which is likely to interfere with the peaceful enjoyment of any person lawfully using the Recreational Facilities;
 - (f) the Occupier and their Invitees do not place any soap, bubble bath or shampoo in the swimming pool;
 - (g) the barbecue is used in a proper manner and turned off and cleaned after use;
 - (h) after the Recreational Facilities are used, the area is left in a clean and tidy state; and
 - (i) the Occupier or their Invitees do not use the Recreational Facilities if the Recreational Facilities are damaged, in which case they must ensure that any damage is reported to the Committee.
- 11.3 The Body Corporate may operate a booking system to enable Occupiers to reserve the barbecue and its associated facilities from time to time. The swimming pool and its associated facilities (including but not limited to change rooms and showers) shall remain accessible for the use of other Occupiers even if the barbecue and its associated facilities are booked in accordance with the booking system.

12. IMPROVEMENTS

- 12.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

Examples –

- (a) *building a balcony out of a Lot into Common Property air space;*
- (b) *installing a clothesline on the Common Property;*
- (c) *making alterations to a garden on the Common Property; and/or*
- (d) *erecting a sign on the Common Property.*

- 12.2 An Occupier must not make any:

- (a) Improvements to:
 - (i) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and Common Property;
 - (ii) doors, windows and associated fittings situated in a boundary wall separating a Lot from Common Property; or
 - (iii) roofing membranes that are not Common Property but that provide protection for Lots or Common Property; or
- (b) structural alterations to:
 - (i) foundation structures;
 - (ii) roofing structures providing protection; or
 - (iii) essential supporting framework, including load-bearing walls; or
- (c) alterations to utility infrastructure (including gas, water and electrical installations) within a Lot or the common property;

without the written approval of the Body Corporate.

- 12.3 An Owner or Occupier must not make any Improvement to, renovate or refurbish a Lot without the written approval of the Body Corporate.

Examples –

- (a) *adding or changing internals walls;*
- (b) *re-painting the Lot;*
- (c) *laying any floor covering;*
- (d) *enclosing balconies; and*
- (e) *installing air-conditioning units.*

13. DAMAGE

- 13.1 An Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.
- 13.2 If an owner or occupier or their invitee causes damage or makes unauthorised improvements to the common property, they must cause repairs to be carried out so that the common property is restored to its original condition.
- 13.3 However, an owner or occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- 13.4 The Owner or Occupier of the lot must keep a device installed under 13.3 in good order and repair.

14. ALIENATION

- 14.1 An Occupier must not:
- (a) take any part of the Common Property for their exclusive use; or
 - (b) alienate in any way any part of the Common Property; or

- (c) otherwise interfere with the lawful use and enjoyment of Common Property by other Occupiers, without the written approval of the Body Corporate.

15. DEPOSITING RUBBISH ON COMMON PROPERTY

- 15.1 An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust, paper, refuse, cigarette butts or other material likely to interfere unreasonably with the enjoyment of a person lawfully on another Lot or using Common Property.
- 15.2 An Occupier must not, without the Body Corporate's prior written approval, leave or place any item in any hallway, passageway, fire exit, cupboard, storage room or storage area on the Common Property.

16. GARBAGE DISPOSAL

- 16.1 The Occupier must keep the receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- 16.2 An Occupier must:
 - (a) comply with any local council by-laws or government laws about the disposal of garbage that apply to the Scheme;
 - (b) keep their Lot free of pests and vermin;
 - (c) ensure that all garbage is securely bagged prior to disposal;
 - (d) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers; and
 - (e) separate where necessary any garbage and items capable of recycling so full use is made of any recycle bins or receptacles provided by the Body Corporate or the local council.

17. INTERFERENCE WITH SUPPORT, SHELTER, UTILITY INFRASTRUCTURE

- 17.1 An Occupier must not interfere, or permit interference, with:
 - (a) support or shelter provided for a Lot or the Common Property; or
 - (b) utility infrastructure or utility services in a way that may affect the supply of utility services to another Lot or the Common Property,without the written approval of the Body Corporate.
- 17.2 If a Lot is to be unoccupied for a period of more than one month, then any stopcock on the hot water system must be turned off.

18. KEEPING ANIMALS

- 18.1 An Occupier must not:
 - (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or Common Property,without the Body Corporate's formal written approval provided by the Body Corporate's nominated external body corporate manager.

- 18.2 This By-law does not apply to a person who has the right to be accompanied by a guide dog under *The Guide, Hearing and Assistance Dogs Act 2009*.
- 18.3 An occupier requesting approval under this by-law must submit all relevant documentation in support of their request demonstrating why the animal should be kept on scheme land, including but not limited to:
- (a) registration documentation;
 - (b) a photograph of the animal; and
 - (c) any other information requested by the Body Corporate, that is reasonably required to make a decision.
- 18.4 An Occupier granted approval under this By-law must comply with any conditions of that approval, failing which the Body Corporate may withdraw that approval.
- 18.5 If the Body Corporate withdraws an approval, the Occupier must immediately remove the animal from the Scheme Land.

19. CONDITION OF LOTS

- 19.1 An Occupier of a Lot must keep the parts of the Lot readily observable from another Lot or Common Property in a clean and tidy condition.
- 19.2 The Owner of a Lot must maintain the Lot in good condition, except for any part of the Lot the Body Corporate is required to maintain in good condition.
- 19.3 The Owner of a Lot must maintain the utility infrastructure within the boundaries of the Lot, and not part of Common Property, in good condition.
- 19.4 An Occupier must maintain any vegetation on their Lot in good condition.
- 19.5 An Occupier must maintain in good condition any air conditioning equipment.

20. USE OF LOTS

- 20.1 Unless otherwise provided for in these By-laws, an Owner or Occupier may not use their Lot for anything other than residential purposes without written approval of the Body Corporate.
- 20.2 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 which may bring the Scheme into disrepute.
- 20.3 Where a Lot includes an area designed for the parking of cars, the Occupier must only use that part of the Lot for car parking or storage purposes.

21. Garages

- 21.1 Unless otherwise provided for in these By-laws, an Owner or Occupier must not use their garage for anything other than private carparking or for storage purposes.
- 21.2 An Owner or Occupier of a Lot must not, without the Body Corporate's prior written approval, commercially lease out their garage.
- 21.3 An Owner or Occupier granted approval under this by-law must comply with any conditions of that approval, failing which the Body Corporate may withdraw that approval.

22. DANGEROUS SUBSTANCES

- 22.1 An Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on the Common Property.

- 22.2 An Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is used or intended for use for domestic purposes.

23. EXTERNAL APPEARANCE OF A LOT

- 23.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

- 23.2 The Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding, or another cloth article; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article,

if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

24. ELECTRIC VEHICLE CHARGING

- 24.1 An Owner or Occupier of a lot shall not install any Electric Vehicle Charging Equipment or permit the use of common property electricity, within scheme land for the purpose of charging an Electric Vehicle, without the Body Corporate's prior written approval.
- 24.2 An Owner or Occupier granted approval under this by-law must comply with any conditions of that approval, failing which the Body Corporate may withdraw that approval.
- 24.3 If the Body Corporate withdraws an approval, the Occupier must remove any Electric Vehicle Charging Equipment from the Scheme Land and restore the Scheme Land to its original condition.

25. POST BOXES

- 25.1 An Occupier must regularly clear their Lot's post box.
- 25.2 Any items removed from a post box must not be left on the Common Property.

26. AUCTION SALES

- 26.1 An owner or Occupier must not permit any auction sale or garage sale to be conducted on or to take place upon any Lot or the Common Property without the Body Corporate's prior written consent.

27. SECURITY

An Occupier must ensure that all doors and windows to their Lot that are reasonably accessible are securely fastened when the Lot is left unoccupied.

28. NO INTERFERENCE

- 28.1 An Owner or Occupier must not interfere with, hinder, harass or obstruct contractors or employees on the Scheme Land engaged by the Body Corporate.
- 28.2 An Owner or Occupier must not purport to give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate unless they are authorised to do so by the Body Corporate.

Note – any queries or concerns with the performance of any contractors engaged by the body corporate should be directed to the committee for consideration and, if appropriate, action.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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NOT APPLICABLE

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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NOT APPLICABLE