

Body Corporate and Community Management Act 1997  
Section 206  
INFORMATION FOR DISCLOSURE STATEMENT

**as at 19 November 2024**

<b>Body Corporate</b>	Name of Scheme:	<b>THE LODGE BEENLEIGH</b>		
	Community Titles Scheme No:	<b>20954</b>		
	Lot Number:	<b>50</b>	Plan Number:	<b>1937</b>

<b>Secretary</b>	Name	<b>Benjamin Head</b>		
	Address	<b>c/- AM Strata Pty Ltd PO Box 3259 SOUTHPORT QLD 4215</b>		
	Telephone	<b>07 5526 4100</b>		

<b>Body Corporate Manager</b>	Name	<b>AM Strata Pty Ltd</b>		
	Address	<b>PO BOX 3259 SOUTHPORT QLD 4215</b>		
	Telephone	<b>07 5526 4100</b>		

**Contributions and Levies** Levies Determined by the Body Corporate for this Lot

Administrative Fund	Amount	Due Date	Discount	If Paid By
01/07/24 to 30/09/24	\$714.48	01/07/24	\$142.90	01/07/24
01/10/24 to 31/12/24	\$714.48	01/10/24	\$142.90	01/10/24
01/01/25 to 31/03/25	\$735.94	01/01/25	\$147.19	01/01/25
01/04/25 to 30/06/25	\$735.94	01/04/25	\$147.19	01/04/25
01/07/25****30/09/25	\$761.47	01/07/25	\$152.29	01/07/25
01/10/25****31/12/25	\$761.47	01/10/25	\$152.29	01/10/25
Sinking Fund	Amount	Due Date	Discount	If Paid By
01/07/24 to 30/09/24	\$110.64	01/07/24	\$22.13	01/07/24
01/10/24 to 31/12/24	\$110.64	01/10/24	\$22.13	01/10/24
01/01/25 to 31/03/25	\$77.75	01/01/25	\$15.55	01/01/25
01/04/25 to 30/06/25	\$77.75	01/04/25	\$15.55	01/04/25
01/07/25****30/09/25	\$98.91	01/07/25	\$19.78	01/07/25
01/10/25****31/12/25	\$98.91	01/10/25	\$19.78	01/10/25

**Special Levies**

Improvements on Common Property for which Buyer will be Responsible	Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
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<b>Body Corporate Assets Required to be Recorded on Register</b>	Astran Viron v45	Plant and Machinery	09/05/13	AUSTIN POOL SERVICES 4/46 George Street BEENLEIGH QLD 4207	1,850.00	0.00	1,850.00
	Rpl Mower	Plant and Machinery	23/01/18	FARMRITE MOWERS P O Box 1596	1,599.00	0.00	1,599.00

Body Corporate and Community Management Act 1997

Section 206

INFORMATION FOR DISCLOSURE STATEMENT (continued)


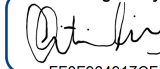
**Body Corporate Assets Required to be Recorded on Register**

Ride On Mower Rpl	Plant and Machinery	18/12/18	FARMRITE MOWERS P O Box 1596 SPRINGWOOD QLD 4127	6,200.00	0.00	6,200.00
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**Committee** Yes

**Information prescribed under Regulation Module**

**Signing**

Signed by:	DocuSigned by:	
		
DFB74568D4674E9...	FF8F964047CF4E5...	_____
Seller/Sellers Agent		Witness

\_\_\_\_\_  
Date

**Buyers Acknowledgement**

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Lot Entitlements and Other Matters**

Interest Schedule	Aggregate	8,375	Entitlement of Lot	54.0000
Contribution Schedule	Aggregate	8,375	Entitlement of Lot	54
Balance of Sinking fund at end of last Financial Year		49,597.22	as at	30/06/24
Insurance Levies not included in Administrative Fund Levies:		See Other Levies Page 2		

Monetary Liability under Exclusive Use By-law

Additional Information

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Other Levies	Amount	Due Date	Discount	If Paid By
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Insurance	Type/Name of Insurer	Policy Number	Sum Insured	Renewal Date
	<i>BUILDING</i> CHU UNDERWRITING AGENCIES	CAH0002623	2,503,943.00	06/03/25
	<i>CATASTROPHE COVER</i> CHU Underwriting Agencies	CAH0002623	375,591.00	06/03/25
	<i>OFFICE BEARERS</i> CHU Underwriting Agencies	CAH0002623	2,000,000.00	06/03/25
	<i>PUBLIC LIABILITY</i> CHU Underwriting Agencies	CAH0002623	20,000,000.00	06/03/25

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Mortgages or  
Securities over  
Body Corporate  
Assets

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Latent or Patent  
Defects in  
Common  
Property or Body  
Corporate Assets

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Actual or  
Contingent or  
Expected  
Liabilities of Body  
Corporate

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Circumstances in  
Relation to  
Affairs of the  
Body Corporate

## Additional Information

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Exceptions to  
Statements in  
Clause 7.4(3)

Dealing Number



OFFICE USE ONLY

**Privacy Statement**

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DNRM see the department's website.

**1. Nature of request**

To record a new Community Management Statement for The Lodge Beenleigh Community Titles Scheme 20954

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

**Lodger Code**

**2. Lot on Plan Description**

Common Property of The Lodge Beenleigh Community Titles Scheme 20954

**Title Reference**

19301793

**3. Registered Proprietor/State Lessee**

Body Corporate for The Lodge Beenleigh Community Titles Scheme 20954

**4. Interest**

Fee Simple

**5. Applicant**

Body Corporate for The Lodge Beenleigh Community Titles Scheme 20954

**6. Request**

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the new Community Management Statement for the Body Corporate for The Lodge Beenleigh Community Titles Scheme 20954.

**7. Execution by applicant**



**Applicant's Signature**  
Chairperson / Secretary

18/11/2020  
**Execution Date**

**Applicant's Signature**  
Committee member

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

**This statement incorporates and must include the following:**

*Office use only*  
CMS LABEL NUMBER

- 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

<b>1. Name of community titles scheme</b> The Lodge Beenleigh Community Titles Scheme 20954	<b>2. Regulation module</b> Accommodation Module
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**3. Name of body corporate**  
 Body Corporate for The Lodge Beenleigh Community Titles Scheme 20954

<b>4. Scheme land</b> Lot on Plan Description See Schedule attached	Title Reference
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<b>5. #Name and address of original owner</b> Not applicable	<b>6. Reference to plan lodged with this statement</b> Not applicable
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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**



18/11/2020  
Execution Date

.....  
 .....  
 .....  
 \*Chairperson / Secretary

.....  
 \*Committee Member

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

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## Title Reference 19301793

## 4. Scheme Land

Description of Lots	Title Reference
Common Property of The Lodge Beenleigh Community Titles Scheme 20954	19301793
Lot 1 in GTP 1793	17124091
Lot 2 in GTP 1793	17124092
Lot 3 in GTP 1793	17124093
Lot 4 in GTP 1793	17124094
Lot 5 in GTP 1793	17124095
Lot 6 in GTP 1793	17124096
Lot 7 in GTP 1793	17124097
Lot 8 in GTP 1793	17124098
Lot 9 in GTP 1793	17124099
Lot 10 in GTP 1793	17124100
Lot 11 in GTP 1793	17124101
Lot 12 in GTP 1793	17124102
Lot 13 in GTP 1793	17124103
Lot 14 in GTP 1793	17124104
Lot 15 in GTP 1793	17124105
Lot 16 in GTP 1793	17124106
Lot 17 in GTP 1793	17124107
Lot 18 in GTP 1793	17124108
Lot 19 in GTP 1793	17124109
Lot 21 in GRP 1881	17205057
Lot 22 in GRP 1881	17205058
Lot 23 in GRP 1881	17205059
Lot 24 in GRP 1881	17205060
Lot 25 in GRP 1881	17205061
Lot 26 in GRP 1881	17205062
Lot 27 in GRP 1881	17205063
Lot 28 in GRP 1881	17205064
Lot 29 in GRP 1881	17205065
Lot 30 in GRP 1881	17205066
Lot 31 in GRP 1881	17205067
Lot 32 in GRP 1881	17205068
Lot 33 in GRP 1881	17205069
Lot 34 in GRP 1881	17205070

Title Reference 19301793

Lot 35 in GRP 1881	17205071
Lot 37 in GRP 1881	17518237
Lot 38 in GRP 1937	17253057
Lot 39 in GRP 1937	17253058
Lot 40 in GRP 1937	17253059
Lot 41 in GRP 1937	17253060
Lot 42 in GRP 1937	17253061
Lot 43 in GRP 1937	17253062
Lot 44 in GRP 1937	17253063
Lot 45 in GRP 1937	17253064
Lot 46 in GRP 1937	17253065
Lot 47 in GRP 1937	17253066
Lot 48 in GRP 1937	17253067
Lot 49 in GRP 1937	17253068
Lot 50 in GRP 1937	17253069
Lot 52 in GRP 2021	17322063
Lot 53 in GRP 2021	17322064
Lot 54 in GRP 2021	17322065
Lot 55 in GRP 2021	17322066
Lot 56 in GRP 2021	17322067
Lot 57 in GRP 2021	17322068
Lot 58 in GRP 2021	17322069
Lot 59 in GRP 2021	17322070
Lot 60 in GRP 2021	17322071
Lot 61 in GRP 2021	17322072
Lot 62 in GRP 2021	17322073
Lot 63 in GRP 2021	17322074
Lot 65 in GRP 2022	17333152
Lot 66 in GRP 2022	17333153
Lot 67 in GRP 2022	17333154
Lot 68 in GRP 2022	17333155
Lot 69 in GRP 2022	17333156
Lot 70 in GRP 2022	17333157
Lot 71 in GRP 2022	17333158
Lot 72 in GRP 2022	17333159
Lot 73 in GRP 2022	17333160



## Title Reference 19301793

Lot 74 in GRP 2022	17333161
Lot 75 in GRP 2022	17333162
Lot 76 in GRP 2022	17333163
Lot 77 in GRP 2022	17333164
Lot 78 in GRP 2022	17333165
Lot 79 in GRP 2022	17333166
Lot 80 in GRP 2022	17333167
Lot 81 in GRP 2022	17333168
Lot 82 in GRP 2022	17333169
Lot 83 in GRP 2022	17333170
Lot 84 in GRP 2022	17333171
Lot 86 in GRP 2132	17415045
Lot 87 in GRP 2132	17415046
Lot 88 in GRP 2132	17415047
Lot 89 in GRP 2132	17415048
Lot 90 in GRP 2132	17415049
Lot 91 in GRP 2132	17415050
Lot 92 in GRP 2132	17415051
Lot 93 in GRP 2132	17415052
Lot 94 in GRP 2132	17415053
Lot 95 in GRP 2132	17415054
Lot 96 in GRP 2132	17415055
Lot 97 in GRP 2132	17415056
Lot 98 in GRP 2132	17415057
Lot 99 in GRP 2132	17415058
Lot 100 in GRP 2132	17415059
Lot 101 in GRP 2132	17415060
Lot 102 in GRP 2132	17415061
Lot 103 in GRP 2132	17415062
Lot 104 in GRP 2132	17415063
Lot 105 in GRP 2132	17415064
Lot 106 in GRP 2132	17415065
Lot 107 in GRP 2132	17415066
Lot 108 in GRP 2132	17415067
Lot 109 in GRP 2132	17415068
Lot 110 in GRP 2132	17415069

Title Reference 19301793

Lot 111 in GRP 2132	17415070
Lot 112 in GRP 2132	17415071
Lot 113 in GRP 2132	17415072
Lot 114 in GRP 2132	17415073
Lot 115 in GRP 2132	17415074
Lot 116 in GRP 2132	17415075
Lot 117 in GRP 2132	17415076
Lot 118 in GRP 2132	17415077
Lot 119 in GRP 2132	17415078
Lot 120 in GRP 2132	17415079
Lot 121 in GRP 2132	17415080
Lot 122 in GRP 2132	17415081
Lot 123 in GRP 2132	17415082
Lot 124 in GRP 2132	17415083
Lot 125 in GRP 2132	17415084
Lot 126 in GRP 2132	17415085
Lot 127 in GRP 2132	17415086
Lot 128 in GRP 2132	17415087
Lot 129 in GRP 2132	17415088
Lot 130 in GRP 2132	17415089
Lot 131 in GRP 2132	17415090
Lot 132 in GRP 2132	17415091
Lot 133 in GRP 2132	17415092
Lot 134 in GRP 2132	17415093
Lot 135 in GRP 2132	17415094
Lot 136 in GRP 2132	17415095
Lot 137 in GRP 2132	17415096
Lot 138 in GRP 2132	17415097
Lot 139 in GRP 2132	17415098
Lot 140 in GRP 2132	17415099
Lot 141 in GRP 2132	17415100
Lot 142 in GRP 2132	17415101
Lot 143 in GRP 2132	17415102
Lot 144 in GRP 2132	17415103
Lot 145 in GRP 2132	17415104
Lot 146 in GRP 2132	17415105

Title Reference 19301793

Lot 147 in GRP 2132	17415106
Lot 148 in GRP 2132	17415107
Lot 149 in GRP 2132	17415108
Lot 150 in GRP 2132	17415109
Lot 151 in GRP 2132	17415110
Lot 152 in GRP 2132	17415111
Lot 153 in GRP 2132	17415112
Lot 154 in GRP 2132	17415113
Lot 155 in GRP 2132	17415114
Lot 156 in GRP 2132	17415115
Lot 157 in GRP 2132	17415116
Lot 158 in GRP 2132	17415117
Lot 159 in GRP 2132	17415118
Lot 160 in GRP 2132	17415119
Lot 161 in GRP 2132	17415120
Lot 162 in GRP 2132	17415121
Lot 163 in GRP 2132	17415122
Lot 164 in GRP 2132	17415123
Lot 165 in GRP 2132	17415124

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 in GTP 1793	52	52
Lot 2 in GTP 1793	52	52
Lot 3 in GTP 1793	49	49
Lot 4 in GTP 1793	45	45
Lot 5 in GTP 1793	46	46
Lot 6 in GTP 1793	47	47
Lot 7 in GTP 1793	47	47
Lot 8 in GTP 1793	47	47
Lot 9 in GTP 1793	48	48
Lot 10 in GTP 1793	48	48
Lot 11 in GTP 1793	50	50
Lot 12 in GTP 1793	50	50
Lot 13 in GTP 1793	50	50
Lot 14 in GTP 1793	50	50
Lot 15 in GTP 1793	50	50
Lot 16 in GTP 1793	50	50
Lot 17 in GTP 1793	50	50
Lot 18 in GTP 1793	45	45
Lot 19 in GTP 1793	45	45
Lot 21 in GRP 1881	50	50
Lot 22 in GRP 1881	50	50
Lot 23 in GRP 1881	50	50
Lot 24 in GRP 1881	50	50
Lot 25 in GRP 1881	50	50
Lot 26 in GRP 1881	50	50
Lot 27 in GRP 1881	47	47
Lot 28 in GRP 1881	46	46
Lot 29 in GRP 1881	46	46
Lot 30 in GRP 1881	51	51
Lot 31 in GRP 1881	49	49
Lot 32 in GRP 1881	53	53
Lot 33 in GRP 1881	60	60
Lot 34 in GRP 1881	52	52
Lot 35 in GRP 1881	50	50
Lot 37 in GRP 1881	330	330
Lot 38 in GRP 1937	50	50
Lot 39 in GRP 1937	50	50

Lot 40 in GRP 1937	50	50
Lot 41 in GRP 1937	50	50
Lot 42 in GRP 1937	50	50
Lot 43 in GRP 1937	50	50
Lot 44 in GRP 1937	47	47
Lot 45 in GRP 1937	47	47
Lot 46 in GRP 1937	47	47
Lot 47 in GRP 1937	45	45
Lot 48 in GRP 1937	49	49
Lot 49 in GRP 1937	62	62
Lot 50 in GRP 1937	54	54
Lot 52 in GRP 2021	55	55
Lot 53 in GRP 2021	53	53
Lot 54 in GRP 2021	53	53
Lot 55 in GRP 2021	64	64
Lot 56 in GRP 2021	56	56
Lot 57 in GRP 2021	55	55
Lot 58 in GRP 2021	56	56
Lot 59 in GRP 2021	60	60
Lot 60 in GRP 2021	53	53
Lot 61 in GRP 2021	53	53
Lot 62 in GRP 2021	55	55
Lot 63 in GRP 2021	54	54
Lot 65 in GRP 2022	51	51
Lot 66 in GRP 2022	53	53
Lot 67 in GRP 2022	53	53
Lot 68 in GRP 2022	51	51
Lot 69 in GRP 2022	60	60
Lot 70 in GRP 2022	47	47
Lot 71 in GRP 2022	47	47
Lot 72 in GRP 2022	45	45
Lot 73 in GRP 2022	45	45
Lot 74 in GRP 2022	52	52
Lot 75 in GRP 2022	58	58
Lot 76 in GRP 2022	55	55
Lot 77 in GRP 2022	55	55
Lot 78 in GRP 2022	51	51
Lot 79 in GRP 2022	51	51
Lot 80 in GRP 2022	51	51
Lot 81 in GRP 2022	52	52

Lot 82 in GRP 2022	49	49
Lot 83 in GRP 2022	50	50
Lot 84 in GRP 2022	52	52
Lot 86 in GRP 2132	45	45
Lot 87 in GRP 2132	46	46
Lot 88 in GRP 2132	47	47
Lot 89 in GRP 2132	47	47
Lot 90 in GRP 2132	47	47
Lot 91 in GRP 2132	51	51
Lot 92 in GRP 2132	49	49
Lot 93 in GRP 2132	45	45
Lot 94 in GRP 2132	48	48
Lot 95 in GRP 2132	48	48
Lot 96 in GRP 2132	52	52
Lot 97 in GRP 2132	51	51
Lot 98 in GRP 2132	49	49
Lot 99 in GRP 2132	49	49
Lot 100 in GRP 2132	50	50
Lot 101 in GRP 2132	53	53
Lot 102 in GRP 2132	53	53
Lot 103 in GRP 2132	52	52
Lot 104 in GRP 2132	51	51
Lot 105 in GRP 2132	51	51
Lot 106 in GRP 2132	55	55
Lot 107 in GRP 2132	55	55
Lot 108 in GRP 2132	53	53
Lot 109 in GRP 2132	63	63
Lot 110 in GRP 2132	63	63
Lot 111 in GRP 2132	55	55
Lot 112 in GRP 2132	53	53
Lot 113 in GRP 2132	51	51
Lot 114 in GRP 2132	49	49
Lot 115 in GRP 2132	48	48
Lot 116 in GRP 2132	48	48
Lot 117 in GRP 2132	46	46
Lot 118 in GRP 2132	46	46
Lot 119 in GRP 2132	46	46
Lot 120 in GRP 2132	50	50
Lot 121 in GRP 2132	50	50
Lot 122 in GRP 2132	45	45

Lot 123 in GRP 2132	45	45
Lot 124 in GRP 2132	47	47
Lot 125 in GRP 2132	48	48
Lot 126 in GRP 2132	50	50
Lot 127 in GRP 2132	51	51
Lot 128 in GRP 2132	53	53
Lot 129 in GRP 2132	54	54
Lot 130 in GRP 2132	57	57
Lot 131 in GRP 2132	60	60
Lot 132 in GRP 2132	53	53
Lot 133 in GRP 2132	54	54
Lot 134 in GRP 2132	54	54
Lot 135 in GRP 2132	51	51
Lot 136 in GRP 2132	53	53
Lot 137 in GRP 2132	53	53
Lot 138 in GRP 2132	53	53
Lot 139 in GRP 2132	53	53
Lot 140 in GRP 2132	49	49
Lot 141 in GRP 2132	49	49
Lot 142 in GRP 2132	52	52
Lot 143 in GRP 2132	52	52
Lot 144 in GRP 2132	52	52
Lot 145 in GRP 2132	50	50
Lot 146 in GRP 2132	46	46
Lot 147 in GRP 2132	48	48
Lot 148 in GRP 2132	48	48
Lot 149 in GRP 2132	48	48
Lot 150 in GRP 2132	49	49
Lot 151 in GRP 2132	51	51
Lot 152 in GRP 2132	51	51
Lot 153 in GRP 2132	51	51
Lot 154 in GRP 2132	49	49
Lot 155 in GRP 2132	45	45
Lot 156 in GRP 2132	47	47
Lot 157 in GRP 2132	47	47
Lot 158 in GRP 2132	47	47
Lot 159 in GRP 2132	47	47
Lot 160 in GRP 2132	47	47
Lot 161 in GRP 2132	50	50
Lot 162 in GRP 2132	50	50

Lot 163 in GRP 2132	50	50
Lot 164 in GRP 2132	50	50
Lot 165 in GRP 2132	50	50
<b>TOTALS</b>	<b>8375</b>	<b>8375</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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There is no further development of the scheme land.

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

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**PART A – PRELIMINARY**

**1 Structure**

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

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

**2 Definitions and interpretation**

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

- (a) **'Act'** means the *Body Corporate Community Management Act 1997(Qld)*.
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means The Lodge Beenleigh CTS 20954.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (n) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (o) **'Smoke'** means –



- (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
  - (ii) for a personal vaporiser—inhalation through the vaporiser; or
  - (iii) for a hookah—inhalation through the hookah.
- (p) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (q) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.
- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

### **3 Applicability of these by-laws**

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

### **4 Tenancies**

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

### **5 Application and approval process**

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

**PART B - INTERFERENCES****6 Noise and nuisances**

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

**7 Obstruction**

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

**8 Smoking**

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

**9 Auctions**

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

**10 Garage sales**

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

**11 Parking**

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

**12 Vehicles**

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

**13 Communications**

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- 13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
  - (b) a nuisance;

- (c) threatening or intimidating;
- (d) defamatory; or
- (e) anti-social.

## PART C - WORKS

### 14 Damage

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

### 15 Common Property Improvements

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

### 16 Lot Improvements

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

### 17 External appearance of a lot

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

## PART D – REGULATION OF USE

### 18 Animals

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- 18.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 18.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
  - (b) register the animal with the local council;
  - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
  - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
  - (e) ensure the animal carries a name tag identifying the animal and its Owners.

### 19 Alienation

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- 19.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or

- (b) alienate in any way any part of the common property; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

## **20 Common Property Garbage**

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

## **21 Dangerous substances**

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- 21.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or
  - (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

## **22 Removals**

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- 22.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:
- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
  - (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

## **23 No interference**

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

## **24 Interference with support, shelter, utility infrastructure**

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

## **25 Health and safety**

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- 25.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land;  
or

- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

## **26 Social functions**

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

## **27 Use of lots**

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

## **28 BBQ Area**

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- 28.1 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:
- (a) not already being used by another Owner or Occupier;
  - (b) not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
  - (c) not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and
  - (d) cleaned and tidied after use.

## **29 Tennis Court**

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- 29.1 Owners and Occupiers must use, and permit the use by its Visitors of, the tennis court in a way which:
- (a) is only when the tennis court is not already being used by another Owner or Occupier;
  - (b) does not cause damage to the Common Property or body corporate assets;
  - (c) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (d) does not cause a hazard or safety risk;
  - (e) leaves the area clean and tidy after use;
  - (f) places all equipment owned by the Body Corporate back in its designated place after use.

## **30 Pool**

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- 30.1 Owners and Occupiers must use, and permit the use by its Visitors of, the pool in a way which:
- (a) does not cause damage;
  - (b) does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - (c) does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
  - (d) does not cause a hazard or safety risk;
  - (e) ensures that the Owner, Occupier or their Visitors are appropriately supervised;

- (f) leaves the area clean and tidy after use;
- (g) does not bring animals into the area; and
- (h) does not bring glass into the area.

### **31 Security**

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31.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

### **32 Ablution**

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32.1 Owners and Occupiers must use, and permit the use by its Visitors of, the ablution facilities in a way which:

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

### **33 Conference room**

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33.1 Owners and Occupiers may not use the conference room on the Common Property without approval by the Body Corporate.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Nil

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Nil