

QUEENSLAND LAND REGISTRY

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

GENERAL REQUEST

Form 14 Version 4

Page 1 of 1

**711840860**

Duty Imprint

**\$120.50**

05/08/2008 15:55

BE 460

searchable registers in the land registry and the water register. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

1. Nature of request

Request to record first community management statement for Sepi Apartments Community Titles Scheme

Lodger (Name, address & phone number)

McCullough Robertson Lawyers
66 Eagle Street
BRISBANE QLD 4000
Phone: (07) 3233 8888
Our ref:

Lodger Code

26

2. Lot on Plan Description**County****Parish****Title Reference**

Lots 256 and 257 on RP34615

Stanley

Toombul

50476579

Lots 258, 259 and 260 on RP34615

Stanley

Toombul

12824153

3. Registered Proprietor/State Lessee

Kenlynn Properties Australia Pty Ltd A.C.N. 100 423 890

4. Interest

Not applicable

5. Applicant

Kenlynn Properties Australia Pty Ltd A.C.N. 100 423 890

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Sepi Apartments Community Titles Scheme and that Unit 3, 246 Arthur Street, Teneriffe Qld 4006 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant

05/08/2008

Execution Date


Applicant's or Solicitor's Signature

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

TANYA MICHELLE JOHNSON
Solicitor

38839

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 | 2. Regulation module |
| Sepi Apartments Community Titles Scheme | Accommodation Module |

3. Name of body corporate
Body Corporate for Sepi Apartments Community Titles Scheme

4. Scheme land
- | | | | |
|--|---------|---------|--|
| Lot on Plan Description | County | Parish | Title Reference |
| Lots 1 - 38 on SP 180042 and
common property of Sepi
Apartments Community Titles
Scheme | Stanley | Toombul | to be issued from
50476579;
12824153 |

5. Name and address of original owner

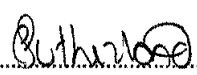
Kenlynn Properties Australia Pty Ltd ACN 100 423 890
3/246 Arthur Street, Teneriffe Qld 4006

6. Reference to plan lodged with this statement

SP 180042

first community management statement only

7. Local Government community management statement notation


Christine Sutherland Urban Planner
BRISBANE CITY COUNCIL

signed
name and designation
name of Local Government

8. Execution by original owner/Consent of body corporate

Kenlynn Properties Australia Pty Ltd ACN 100 423 890

Director

20, 06, 08
Execution Date

Director/Secretary

*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 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 <http://www.nrw.qld.gov.au/about/privacy/index.html>.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 180042	26	29
Lot 2 on SP 180042	26	28
Lot 3 on SP 180042	27	28
Lot 4 on SP 180042	26	28
Lot 5 on SP 180042	26	28
Lot 6 on SP 180042	27	28
Lot 7 on SP 180042	27	29
Lot 8 on SP 180042	27	28
Lot 9 on SP 180042	27	28
Lot 10 on SP 180042	27	28
Lot 11 on SP 180042	27	28
Lot 12 on SP 180042	27	28
Lot 13 on SP 180042	26	28
Lot 14 on SP 180042	26	28
Lot 15 on SP 180042	27	28
Lot 16 on SP 180042	26	28
Lot 17 on SP 180042	26	28
Lot 18 on SP 180042	27	28
Lot 19 on SP 180042	27	28
Lot 20 on SP 180042	26	27
Lot 21 on SP 180042	26	22
Lot 22 on SP 180042	26	22
Lot 23 on SP 180042	26	22
Lot 24 on SP 180042	26	22
Lot 25 on SP 180042	26	27
Lot 26 on SP 180042	27	29
Lot 27 on SP 180042	26	23
Lot 28 on SP 180042	28	29
Lot 29 on SP 180042	26	27
Lot 30 on SP 180042	26	28
Lot 31 on SP 180042	26	27
Lot 32 on SP 180042	26	28
Lot 33 on SP 180042	26	28
Lot 34 on SP 180042	26	23
Lot 35 on SP 180042	26	23
Lot 36 on SP 180042	26	23
Lot 37 on SP 180042	26	23
Lot 38 on SP 180042	26	28
TOTALS	1002	1015

1 Contribution schedule lot entitlement calculation

- 1.1 The contribution schedule lot entitlements ('CSLE') for the Scheme are not equal.
- 1.2 As required by section 48 of the *Body Corporate and Community Management Act*, the CSLE for the Scheme have been allocated having regard to:
- (a) the structure of the Scheme;
 - (b) the native features and characteristics of the Scheme; and
 - (c) the purpose for which the lots are used.
- 1.3 The areas of the lots have been taken into account for various sinking fund budget cost items, which are effected by external building fabric costs.

On the basis of these factors, it is just and equitable for there to be a variation in the CSLE for the Scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The Scheme Land will not be developed in stages.

SCHEDULE C	BY-LAWS
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1 Definitions and interpretations

1.1 Definitions

In these By-Laws:

- (a) '**Act**' means Body Corporate and Community Management Act 1997 or any legislation which replaces it;
- (b) '**Body Corporate**' means the body corporate for the Scheme;
- (c) '**Body Corporate Asset**' means a body corporate asset for the Scheme;
- (d) '**Building**' means the buildings, or parts of buildings, on or comprising the Scheme land;
- (e) '**Caretaker**' means any person engaged by the Body Corporate as a service contractor for the Scheme from time to time;
- (f) '**Caretaking Agreement**' means the agreement for the Caretaking Duties between the Body Corporate and the Caretaker;
- (g) '**Caretaking Duties**' means the duties of the Caretaker under the Caretaking Agreement;
- (h) '**Common Property**' means the common property for the Scheme;
- (i) '**Committee**' means the Committee of the Body Corporate elected in accordance with the Act.
- (j) '**Costs**' means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;

- (k) **'Development Approval'** means the development approval obtained in respect of development of the Building and includes any subsequent development permit issued in accordance with the terms of that approval or varying or replacing it for carrying out building work;
- (l) **'Facilities'** means any facilities or amenities available for Owners or Occupiers and includes the Recreation Facilities;
- (m) **'Improvements'** means any addition or alteration to the Common Property, any Body Corporate Asset or the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (n) **'Invitees'** means each of the Owner's or Occupier's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- (o) **'IPA'** means the Integrated Planning Act 1997;
- (p) **'Letting Agent'** means any person authorised by the Body Corporate as a letting agent for the Scheme from time to time;
- (q) **'Letting Authorisation Agreement'** means the agreement for the Letting Services between the Body Corporate and the Letting Agent;
- (r) **'Letting Services'** means the Letting Services of the Agent under the Letting Authorisation Agreement;
- (s) **'Local Government'** means the local government for the area in which the Scheme land is located;
- (t) **'Lot'** means a lot in the Scheme;
- (u) **'Manager'** means the On-site Manager;
- (v) **'Manager's Office'** means that part of the Common Property over which an Occupation Authority has been granted to the Manager, the Caretaker and Letting Agent for the purposes of carrying out the duties under those agreements;
- (w) **'Owner'** means the registered owner of a Lot and includes the Owner's Invitees;
- (x) **'Occupier'** means an occupier of a Lot as defined in the Act, and includes the Owner and the Occupier's Invitees;
- (y) **'Original Owner'** means Kenlynn Properties Australia Pty Ltd ACN 100 423 890;
- (z) **'Recreation Facilities'** means the swimming pool, barbeque facilities, entertainment areas and other recreational facilities on Common Property;
- (aa) **'Requirement'** means any requirement or authorisation of any statutory body, the Local Government, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance, by law under the Act and the Development Approval;
- (bb) **'Scheme'** means the registered Community Titles Scheme which is the subject of these By-Laws;
- (cc) **'Service Infrastructure'** means any infrastructure for the provision of Services to the Scheme land;
- (dd) **'Services'** means all gas, electricity, telephone, water (including hot water), sewerage, drainage, fire prevention, ventilation, air conditioning, hydraulic elevator, refuse disposal system, security systems, communications systems and all other services or systems provided in the Scheme or available for a Lot; and

- (ee) **'Works'** means works for development (as that term is defined in IPA) and includes works required in connection with any reconstruction, restoration and refurbishment of any part of the Building including any Lot.

1.2 Interpretations

- (a) A reference to the singular includes the plural and the plural includes the singular;
- (b) A reference to a person means a person bound by these By-Laws and includes a body corporate, an unincorporated association or an authority; and
- (c) A reference to a statute, regulation or provision of a statute or regulation ('Statutory Provision') includes:
- (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (d) 'Including' and similar expressions are not words of limitation.
- (e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (f) Headings are for convenience only and do not form part of these By-Laws or affect interpretation.
- (g) ~~Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-Laws.~~

2 Use of common property – general

An Owner or Occupier must:

- (a) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (b) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- (c) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

3 Obstruction of lawful use of common property

An Owner or Occupier shall not obstruct lawful use by another person of the Common Property, or any Body Corporate Asset or Facility.

4 Interference with, or damage to, lawns, gardens or other body corporate common property or asset

- 4.1 An Owner or Occupier shall not in any way damage, alter, or deface, any structure that forms part of the Common Property without the consent in writing of the Body Corporate.
- 4.2 An Owner or Occupier shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or use for its own purposes as a garden any portion of the Common Property, without the written permission of the Body Corporate.
- 4.3 An Owner or Occupier shall not without prior authority, operate, adjust or interfere with the operation of any of the Facilities.

- 4.4 Any approval given under this By-Law must state the period of the approval, however any approval given may be withdrawn and cancelled by the Committee giving 7 days notice to that effect.

5 Improvements to common property

- 5.1 An Owner must not make any Improvements or undertake Works on the Common Property without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the Regulation Module for the Scheme for making Improvements or undertaking Works on Common Property.
- 5.2 In giving its consent to any Improvement or Works on Common Property, the Body Corporate may:
- (a) obtain advice from consultants and any relevant assessing or statutory authority (for example the local authority); and
 - (b) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 5.3 Any Improvement made by an Owner must:
- (a) be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (b) comply with all Requirements.
- 5.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

6 Vehicles - use of private roads - parking

- 6.1 The private roadway, pathways, drive, carpark and other Common Property and any easement giving access to the Scheme land shall not be obstructed by any Owner or Occupier (or their Invitees) or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided.
- 6.2 An Owner or Occupier (or their Invitees) shall not misuse visitor parking bays.
- 6.3 Visitor parking bays on the Common Property shall be used only for their intended purpose of bona-fide casual parking for visitors.
- 6.4 Except where accommodated in a carpark designated for the exclusive use of the Owner or Occupier, the Owner or Occupier shall not park, stand or permit the parking or standing of any caravan, trailer, boat or motor vehicle upon any part of the Common Property unless for the purpose of immediately loading or unloading
- 6.5 An Owner or occupier (or their Invitees) of a Lot shall not allow any vehicle they own (or control) drop any oil on any of the roadway or parking surfaces, and should any oil stains occur they shall be promptly removed to the satisfaction of the Body Corporate.
- 6.6 Vehicles shall be washed on Common Property only in the area designated for this purpose.
- 6.7 An Owner or Occupier shall not exceed the speed limit nominated by the Body Corporate while driving any motor vehicle or bike on the Common Property and shall use its best endeavours to ensure that their Invitees do not exceed the speed limit. The speed limit for the time being shall be 10 Kph.
- 6.8 An Owner or Occupier (or their Invitees) shall not ride bikes, skateboards, roller-blades, or the like, on the Common Property roads, paths, parking areas or any other area without the written permission of the Body Corporate.

- 6.9 An Owner or Occupier (or their Invitees) shall not permit their children to play on the vehicular roads of the Scheme land.

7 Refuse disposal

- 7.1 An Owner or Occupier shall comply with all directions of the Local Government and the Body Corporate on disposal of refuse.
- 7.2 The Owner or Occupier of a Lot must not:
- 7.3 throw out or deposit or leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;
- 7.4 throw or allow to fall, or permit to be thrown or allowed to fall, from a window, door or balcony any rubbish, refuse or other article;
- 7.5 Any damage or cost of cleaning or repair resulting from a breach of by-law 7.2 is to be borne by the Owner or Occupier of the Lot concerned.
- 7.6 Each Owner acknowledges that:
- (a) the Body Corporate may enter into an agreement with the Local Government or a contractor for a bulk bin collection service and amongst other things that agreement may require the Body Corporate to authorize the contractor to enter Common Property for the collection of refuse. It is acknowledged that the Body Corporate may be required to indemnify the Local Government from any damage to the driving surfaces resulting from truck entry;
 - (b) except where the Body Corporate provides some other means of disposal of refuse, the Owner will maintain within its Lot, or its exclusive use area, or on such part of the Common Property as may be authorized by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse; and
 - (i) ensure that empty bottles, boxes, used containers, and similar items are stored tidily and, as far as possible, out of sight;
 - (ii) make proper use of any refuse recycling facilities as may be provided;
 - (iii) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by its disposal of garbage;
 - (iv) ensure the receptacles for household refuse are placed on the footpath on the evening preceding the day appointed by the local authority for collection, and;
 - (v) ensure that the receptacles are removed from the footpath and returned to their correct location as soon as possible after refuse collection.

8 Recreation facilities

- 8.1 An Owner or Occupier may use the Recreational Facilities in compliance with any rules from time to time determined by the Body Corporate, including, but without limitation, the following rules:
- (a) Children below the age of 13 years must be accompanied by an adult exercising effective control over them at all times;
 - (b) The Recreational Facilities may only be used during such hours as may be determined from time to time by the Committee;

- (c) If the Body Corporate has implemented a system of booking for use of the Recreational Facilities, each person must comply with that system,
 - (d) Alcohol is not to be consumed in or around the swimming pool without the prior approval of the Committee;
 - (e) Food and glass are prohibited in the swimming pool;
 - (f) Excessive splashing or dangerous diving in and around the swimming pool is prohibited;
 - (g) No substance may be added to the water in the swimming pool;
 - (h) Running around the swimming pool is prohibited;
 - (i) Interference with any electrical or other equipment on or around the Recreational Facilities is prohibited;
 - (j) The Recreational Facilities must not be damaged in any manner; and
 - (k) The Recreational Facilities must be left clean and tidy after use.
- 8.2 For the purpose of the Body Corporate's contractors, servants, agents or employees cleaning and maintaining the Recreational Facilities, the Body Corporate may at such times as it from time to time determines suspend use of the Recreational Facilities for the duration of such cleaning or maintenance.

9 Signage

- 9.1 The Body Corporate may determine a 'Signage Policy' for the Scheme and may amend that policy from time to time as the Committee sees fit. Such 'Signage Policy' may include details on how big any sign may be, permitted locations for erection, and length of time a sign may stay in place.
- 9.2 An Owner must not allow a sign on any part of the Common Property or its Lot without the prior written consent of the Body Corporate.
- 9.3 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.
- 9.4 An Owner must return the Common Property or that part of its Lot to its original condition when a sign is removed.
- 9.5 Despite anything in this By-Law if the terms of any engagement of a Caretaker or Letting Agent permits the Caretaker or Letting Agent to place signs on the Common Property or any Lot owned by the Caretaker or Letting Agent, the provisions of the relevant engagement or authorisation will be deemed to constitute a consent for the purposes of this By-Law.
- 9.6 Any signage referred to in this By-Law must be erected, maintained and removed at the expense of the relevant Owner.
- 9.7 Nothing in this By-Law absolves or in any way diminishes any obligation of an Owner or the Body Corporate (as the case requires) to obtain any approval required under a Requirement in connection with signage, including any approval from the Local Government.

10 Security

- 10.1 The Body Corporate may establish a security system and provide security services for the benefit of Owners and the Building.
- 10.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the cost of the Body

Corporate, subject to the Body Corporate's obligations under the Act and Regulation Module for the Scheme to recover costs for the provision of those services from users.

- 10.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.
- 10.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners.
- 10.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property if the security system fails or if there is unauthorised entry to any part of the Common Property or a Lot.
- 10.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security services.
- 10.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.
- 10.8 If the Body Corporate, in the exercise of any of its powers under these By-Laws, restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners free of charge and thereafter may at its discretion, make additional copies available to Owners upon payment of a reasonable charge as may be determined by the Body Corporate.
- 10.9 An Owner or Occupier to whom any key or any operation system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such Occupier) to ensure return thereof to the Owner, upon the user or Occupier ceasing to be a user or Occupier.
- 10.10 An Owner or Occupier into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Committee.
- 10.11 An Owner or Occupier who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.

11 Body corporate rights and obligations

- 11.1 Subject to the Act, the Regulation Module for the Scheme and the conditions of the Development Approval, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-Laws by any Owner, including:
 - (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
 - (b) determining rules under which persons are given access to any part of the Common Property; and
 - (c) restricting lift access to levels in the Building including by way of security or electronic systems under which Owners are issued with access or pass keys or codes for lifts and other access ways in the Building.
- 11.2 The Committee must ensure that any parts of the Common Property used for:
 - (a) electrical main switchboards or control panels;

- (b) fire service control panels;
- (c) telephone MDFs and equipment rooms;
- (d) plant rooms; and
- (e) other services to the Lots and the Common Property;

are kept locked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee.

- 11.3 Subject to any restrictions placed on the Committee under the Act or Regulation Module for the Scheme and conditions of the Development Approval, the Committee may:

- (b) designate any appropriate part of the Common Property to be used as a storeroom;
- (c) determine rules (for security purposes) under which Owners are given access to the storeroom;
- (d) use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property and restrict access to those areas or make access to those areas conditional upon the consent of the committee of the Body Corporate;
- (e) restrict lift access to certain floors in the Building; and
- (f) liaise with the Caretaker or Letting Agent in connection with access to those parts of the Common Property referred to in this By-Law, without limitation or prejudice to any other rights given to the Caretaker or Letting Agent under the terms of their engagement or authorisation or any relevant occupation authority.

12 Supply of services

- 12.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:

- (a) establish and maintain systems for the supply of Services ('System') for the Scheme; and
- (b) as an on-supplier:
 - (i) purchase the relevant Service from a supplier; and
 - (ii) on-supply that Service to Owners (collectively called 'Receivers').

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

- (a) the supply of Services to the Body Corporate by a Service supplier;
- (b) the on-supply of Services to Receivers; and
- (c) Service Infrastructure used in connection with the System;

including agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of the relevant Service and the recovery of the costs to the Body Corporate of supplying that Service.

- 12.3 The Body Corporate must calculate charges for supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate (if any), and in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.

- 12.4 If the Body Corporate charges Receivers a tariff rate for the supply of the relevant Service which is higher than the rate at which the Body Corporate purchases that Service from the Service 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 and, in this way, for the benefit of Owners.
- 12.5 If the Body Corporate operates and maintains a System under this By-Law, it may:
- (a) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of Services under the System and recover the costs of providing that Service (as required by the Act and Regulation Module for the Scheme) including charges for:
 - (i) Service supply;
 - (ii) installation and connection to the System;
 - (iii) servicing and maintenance of the System to the extent it is utilised in the provision of the Service to a particular Receiver;
 - (iv) disconnection and reconnection fees; and
 - (v) advance payments or security deposits to be provided in connection with Service supply through the System;
 - (b) establish the basis of Service charges for those Receivers which are not supplied by separate meter (if any) and for Common Property based on an estimate of Service consumption taking into account the number and type of Service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
 - (c) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and
 - (d) recover any amounts when due and payable from any Receiver 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 Services to the relevant Receiver;
 - (iv) charge a reconnection fee to restore Services to that Receiver; or
 - (v) increase the advance payment or security deposit for Service supply to the relevant Receiver.
- 12.6 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply of Services due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 12.7 The Body Corporate is not required to supply any Receiver with any Service to a greater extent than the relevant authority or supplier from which the Body Corporate obtains supply could provide at any given time.
- 12.8 Each Owner must:
- (a) allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;
 - (b) comply with all requirements of the Body Corporate imposed in connection with Service supply through the System; and

- (c) maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Service supply under the System.

12.9 Nothing in this By-Law obliges a Receiver to purchase Services from the Body Corporate or limits or restricts the rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

13 Moving goods and furniture

13.1 An Owner or Occupier shall not move any large furnishings into or out of their Lot, or on the Common Property without having given prior notice to the Caretaker or the Committee and the moving must be done in the manner, by the route and at the time directed by the Caretaker or Committee.

13.2 Any use of a lift in the Building to move goods and furnishings must only be carried out by prior arrangement with the Caretaker or Committee.

13.3 The Lot Owner will be responsible for reimbursing the Body Corporate for any damage to the Common Property, Body Corporate Asset or Facility.

14 Use of lots - general

14.1 Subject to any other provision of these By-Laws, each lot may only be used for residential purposes.

14.2 The Manager's Office may be used for any of the following purposes:

- (a) for conducting the business undertaken by the Caretaker and Letting Agent;
- (b) a reception;
- (c) an office;
- (d) a storage area;
- (e) a residence;
- (f) any purpose of which an occupation authority is given; or
- (g) any other lawful use.

14.3 An Owner (including the Occupier where applicable) must:

- (a) observe all Requirements in connection with the use of its Lot or the Common Property, including any terms of the Development Approval affecting Scheme land;
- (b) maintain its Lot in good order, condition and cleanliness and shall take all reasonable steps to control vermin, insects or other pests;
- (c) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
- (d) not bring to, do, or keep anything in their Lot which may make void, or increase the rate or premium of the building's insurance or which may conflict with the Law or Regulations or Ordinances relating to fires or any insurance policy for the Building;
- (e) not have any gas line installed to any part of a Lot or exclusive use area without written permission of the Body Corporate;

- (f) give prompt notice to the Body Corporate of any damage to, or defect or disrepair of, the Services or Service Infrastructure;
- (g) not overload any Services or Service Infrastructure;
- (h) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
- (i) pay to the Body Corporate any costs incurred by the Body Corporate for response by the fire brigade to an alarm where that call-out was caused by negligence of the Owner or occupier in causing the fire detection or smoke detection equipment to be triggered.
- (j) not waste water and ensure that all water taps in its Lot are turned off after use;
- (k) not carry on or permit any noxious, immoral, illegal, or offensive act, trade, business, occupation or calling from a Lot;
- (l) not use the balcony for the storage of household goods, boxes, cartons or the like;
- (m) not use any allocated carpark space for the storage of household goods, boxes, cartons or the like, without the permission of the Body Corporate;
- (n) not cause disturbance to other persons lawfully using any Lot or Common Property.

15 Use of lots – original owner (developer)

The Original Owner may while it owns any Lot in the Scheme maintain a display lot in the Building, use reasonable methods to sell Lots, and place signs within the display lot and on the Common Property.

16 Pets

- 16.1 No animal, except common household pets, is allowed in a Lot or the Common Property and the behaviour of pets in a Lot the Common Property must be controlled so that it:
- (a) does not interfere with the enjoyment of a Lot or the Common Property by others;
 - (b) minimises the adverse impact of such pets (particularly cats) on fauna in the Lot and in the Common Property.
- 16.2 Without the written permission of the Body Corporate, an Owner or Occupier must not have more than 2 animals (other than fish) in a Lot.
- 16.3 Subject to the relevant sections of the Act dealing with 'Guide Dogs' an Owner or Occupier may keep a dog provided that:
- (a) written permission of the Body Corporate has been obtained;
 - (b) the dog is less than 10 kilograms in weight; and
 - (c) the dog is toilet trained.

17 Noise

- 17.1 An Owner or Occupier, their servant or agents shall not make, or permit, any noise in the Lot or on Common Property which will be likely to unreasonably interfere in any way with the peaceful enjoyment of other Owners or Occupiers or those having business with them or of any person lawfully using the Common Property.

- 17.2 In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors windows and curtains of its Lot and any other steps that will server to mitigate any nuisance to others.
- 17.3 All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or Occupier. Such equipment and instruments shall not be operated between the hours of 11:00 pm and 8:00 am in such a manner as to be audible to any other Owner or Occupier.
- 17.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during the said hours is permissible but for not longer than one (1) hour at a time, or for a total of more than 3 hours in any day.
- 17.5 An Owner or Occupier shall endeavour to avoid the use of any appliance, which may cause noise transmission to an adjacent Lot, between the hours of 11:00pm and 7:00am. Examples of appliances which can cause noise nuisance to adjacent Lots are dishwashers, washing machines, vacuum cleaners, and the like.
- 17.6 An Owner or Occupier shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which unduly interferes with the quiet enjoyment of its Lot by any other Owner or Occupier at any time of day or night.
- 17.7 An Owner or Occupier shall request guests leaving after 11:00 pm to leave quietly and quietness shall be observed when an Owner or Occupier returns to the Building after 10:00 pm and before 7:00 am.
- 17.8 Where the floor treatment of an area of a Lot, including a balcony area, is a hard surface e.g. tiled or timber, the Owner or Occupier of that Lot shall take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures which should be taken to reduce such noise transmission.
- 17.9 An Owner or Occupier of a Lot that contains any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance shall take steps to have the problem rectified by such means that may include the removal or modification of the appliance, fixture or fitting.

18 External appearance and structure of a lot

- 18.1 An Owner or Occupier shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from outside the Building.
- 18.2 An Owner or Occupier shall not use the balcony for the storage of household goods, boxes, cartons or the like.
- 18.3 No external blinds or awnings shall be erected without the previous consent in writing of the Committee.
- 18.4 An Owner or Occupier shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate.
- 18.5 Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or Occupier, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the Lot.
- 18.6 Any consent or approval given by the Body Corporate pursuant to these By-Laws shall, if practicable, be revocable upon notice to the Owner or Occupier for the time being having the benefit of such consent or approval.
- 18.7 An Owner or Occupier shall not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee.

- 18.8 An Owner or Occupier shall not make any structural alteration to its Lot, including any alterations to gas, water or electrical installation or any alterations to any other improvements constructed on the Lot, without the prior written consent of the Body Corporate.
- 18.9 An Owner or Occupier shall not install, remove or replace any curtain backing, blind or window tinting, unless the colour and design has prior written consent of the Committee. In giving such consent the Body Corporate should ensure that, as far as practicable, all Lots present a uniform appearance when viewed from the outside of the Building.
- 18.10 An Owner or Occupier shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Body Corporate (in its absolute discretion) detrimentally affects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Body Corporate.
- 18.11 An Owner or Occupier shall not enclose any balconies or terraces forming part of the Lot with shutters, glazing or similar permanent structures other than those consistent with the relevant 'Brisbane City Plan 2000 - Residential Code'.

19 Air conditioning

No air-conditioner shall be installed on any Lot or Common Property without prior written consent of the Body Corporate. Consent may be given conditionally and particular regard shall be given to location, appearance, electrical load on the building mains, disposal of condensate, and noise of the proposed air-conditioning system.

20 Renovation works

- 20.1 Any Owner who wishes to undertake Works, including building works or renovation and refurbishment of a Lot, must:
- (a) comply with the provisions of the Act in respect of the conduct of those Works;
 - (b) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonably requested by the Committee; and
 - (c) comply with all Requirements in connection with the Works.
- 20.2 Any renovation work on any Lot must also comply with the following:
- (a) all relevant permits (if any) to be obtained from all relevant authorities in compliance with regulations and By-Laws;
 - (b) any damage sustained to Common Property during the course of any works to be rectified at the cost of the Owner concerned to the satisfaction of the Body Corporate;
 - (c) no load-bearing wall or supports to be removed or interfered with, without the written consent of the Body Corporate; and
 - (d) the Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner shall comply with all such requests.
- 20.3 Any renovations involving replacement of soft floor coverings with hard floor coverings must incorporate appropriate sound deadening substrate in order to minimize impact noise to adjacent Lots. No installation of any hard floor surface e.g. tiling, timber etc. may proceed without prior approval of the Body Corporate (this includes any replacement of an existing hard floor surface).

- 20.4 This By-Law does not prevent an Owner or person authorised by them from installing any locking or other safety device for protection of its Lot against intruders; or any screen or other device to prevent entry of animals or insects upon its Lot, provided that the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the good appearance of the Building, as determined by the Committee.

21 Right of entry to a lot

- 21.1 An Owner or Occupier of a Lot, upon receiving reasonable notice from the Body Corporate in accordance with the Act, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property, or for the purpose of ensuring that the By-laws are being observed.
- 21.2 Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the Occupier of its Lot.
- 21.3 If the Owner or Occupier has refused entry, or if the Owner or Occupier could not be contacted, or if an emergency situation dictates, the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager, may effect entry and such entry shall not constitute trespass.
- 21.4 The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or Occupier as is reasonable in the circumstances.

22 Invitees

- 22.1 An Owner must take all reasonable steps to ensure that its Invitees do not obstruct any other persons' use of the Common Property or a Lot.
- 22.2 An Owner must compensate the Body Corporate for all damage to the Common Property caused by its Invitees.
- 22.3 An Owner must take all reasonable steps to ensure that the Invitees comply with these By-Laws. In the event of an Owner's inability for any reason to ensure such compliance by any Invitee it shall thereupon:
- (a) withdraw the invitation of that person to be upon a Lot or Common Property; and
 - (b) ensure that such person immediately leaves the Scheme Land.
- 22.4 The Owner or Occupier shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or Facilities or Body Corporate Assets caused by such Owner or Occupier or their invitees.

23 Exclusive use - storage areas

The Original Owner or the Original Owner's agent is authorised to allocate to Owners the right of exclusive use of parts of the Common Property identified by the Original Owner or the Original Owner's Agent for the purpose of Storage Spaces. The Original Owner may make allocations under this By-Law subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

24 Exclusive use – carpark

- 24.1 The Original Owner or the Original Owner's agent is authorised to allocate to Owners the right of exclusive use of parts of the Common Property identified by the Original Owner or the Original Owner's Agent for the purpose of car parking. The Original Owner may make allocations under this By-Law subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.
- 24.2 The Owner or Occupier of each of the Lots allocated rights of exclusive use under this By-Law shall at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any household goods, boxes, or other items and will remove from those areas any such items upon being directed to do so by the Body Corporate.
- 24.3 The Owner granted an exclusive use area under this By-Law may, with the prior written consent of the Committee, which consent may be given conditionally and withdrawn at any time, construct a storage area within the exclusive use area for the use of that Owner provided the storage area is maintained at all times in a neat and tidy state. The conditions imposed by the Body Corporate may require an Owner to use only those storage devices approved by the Committee in the storage area.

25 Grant of exclusive use

- 25.1 The Owners and Occupiers of a Lot shall be entitled to the exclusive use of the parts of the Common Property as set out in Schedule E, for the purposes (if any) set out in Schedule E.
- 25.2 The Owners and Occupiers of a lot having the exclusive use and enjoyment of part of the Common Property ('Exclusive Use Area') must:
- (a) keep the Exclusive Use Area in a clean and tidy condition and clear of rubbish;
 - (b) use the Exclusive Use Area only for the purposes for which the rights were granted (which, in the case of car parking areas, does not include general storage except those areas marked 'store' on the Exclusive Use plan attached);
 - (c) not use the Exclusive Use Area so as to create a nuisance or disturbance to the other Owners or Occupiers of lots;
 - (d) not store in or on the Exclusive Use Area any household goods, boxes or other items and will remove from those areas any such items upon being directed to do so by the Body Corporate;
 - (e) be responsible for maintaining the Exclusive Use Area;
 - (f) not make any structural alterations to the Exclusive Use Area without the approval of the Body Corporate;
 - (g) allow the Caretaker and other Body Corporate service contractors and trades people access to the Exclusive Use Area at all reasonable times for maintenance and repair purposes.

26 Permission for an on-site auction

An Owner or Occupier shall not without the prior written notice of the Committee conduct, or allow to be conducted, an on-site auction of a Lot.

27 Tradesmen

An Owner or Occupier shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

28 Notices

All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.

29 Correspondence

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

30 Copy of these by-laws to be given to tenants

Owners must provide any Occupier with a copy of these By-Laws.

31 Insect and vermin control

Without limiting by-law 21, the body corporate is authorised to enter, by its agents, servants or contractors, onto each lot (after giving reasonable notice to the occupier of the lot), to examine the lot for and treat the lot with the intent of eradicating insects.

32 Car park security**32.1 For security purposes, the Body Corporate:**

- (a) may, by security card access or another system, limit the right of Owners and Occupiers to access the basement carpark so that only Owners and Occupiers of lots, and their Invitees, may access the basement carpark;
- (b) will nonetheless remain responsible for cleaning and maintenance of the basement carpark and may permit its servants and contractors engaged in such work access to those areas;
- (c) may charge Owners and Occupiers a fee for the issue of a security card or other access device 32.1(a).

33 Use of Lifts

Owners and Occupiers of lots may use lifts that are part of the Common Property to access other parts of the Common Property.

34 No exclusivity of manager

34.1 The Manager is not required to be the Owner or Occupier of a Lot.

34.2 The appointment of the Manager is not exclusive to the management of the Scheme. The Manager may, from time to time, also act as manager for other schemes.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The location of service easements are shown on the attached services location diagram.

The lots affected, or proposed to be affected, by statutory easements are shown in the following table:

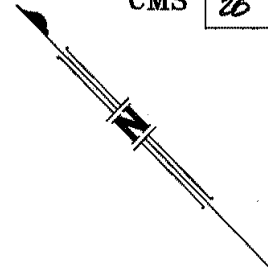
Type of Statutory Easement	Lots affected
----------------------------	---------------

Support	Lot 1 to 38 on SP 180042
Utility services and utility Infrastructure	Lot 1 to 38 on SP 180042
Shelter	Lot 1 to 38 on SP 180042
Projections	Lot 1 to 38 on SP 180042
Maintenance of Building close to boundary	Lot 1 to 38 on SP 180042

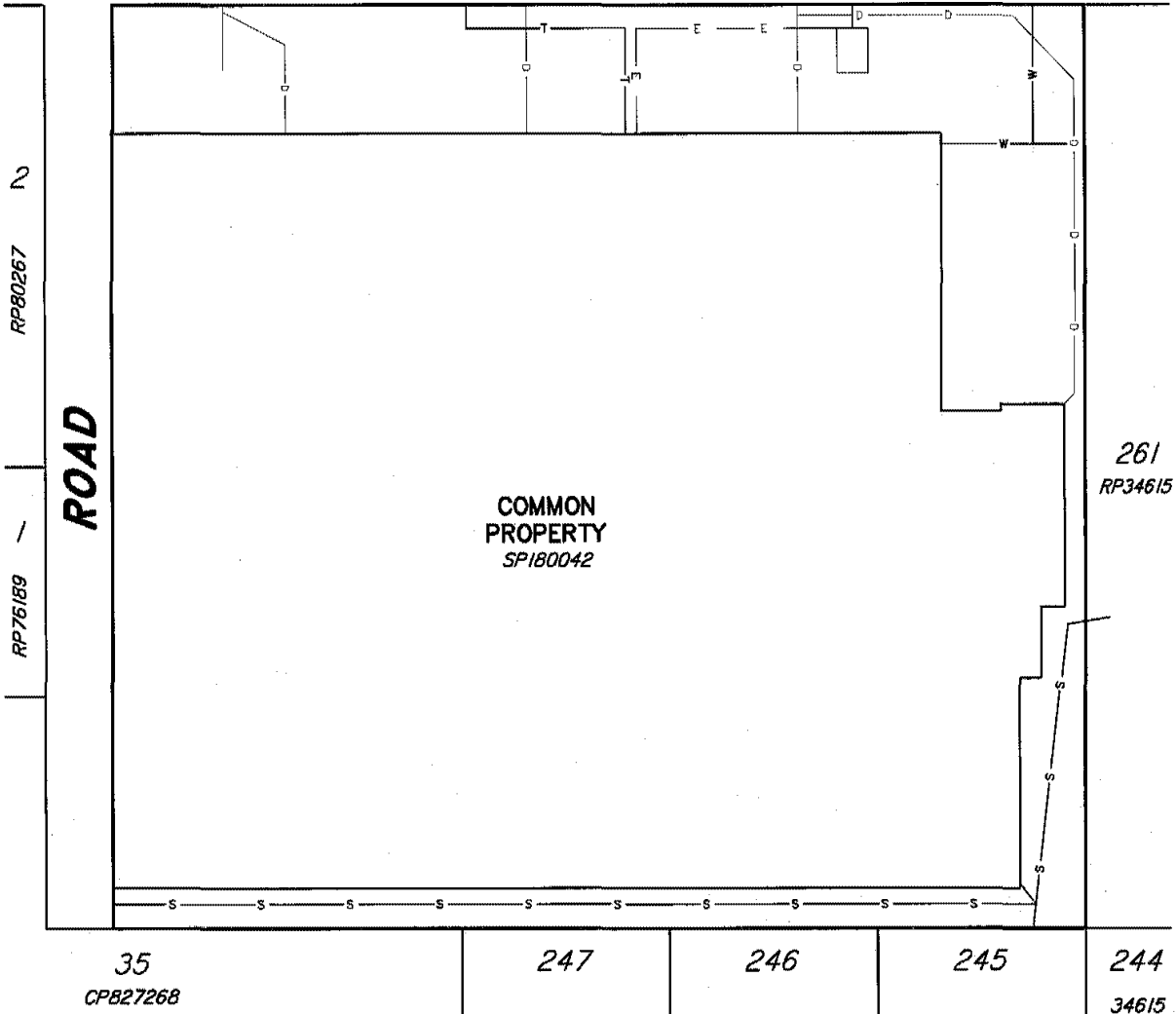
Note : Service locations drawn from information supplied by builder.

CMS

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TUFNELL ROAD



Scale 1:300 - Lengths are in Metres.



LEGEND

- S — Sewerage
- W — Water
- D — Stormwater
- T — Telstra
- E — E — O/H Electricity

Name of C.T.S.

SEPI APARTMENTS C.T.S.

Description

**SERVICE LOCATION DIAGRAM
SEPI APARTMENTS C.T.S.
COMMON PROPERTY ON SPI80042**
Parish of TOOMBUL
County of Stanley

Scale in Metres.

1:300 at A4

Norris Clarke & O'Brien Pty Ltd



Licensed Surveyors
Town Planners
Development Consultants

Level 1 - 107 Quay Street
Brisbane QLD 4000
ph: 3221 9649 fax: 3221 3391
email: info@ncob.com.au
ACN 056 870 770 ABN 15 056 870 770

Issue:

A

Ref.

Date

04/06/2008

8336SLD

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Details of Lots allocated exclusive use areas of Common Property are:

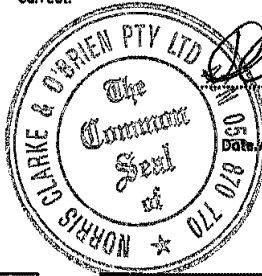
Lot	Purpose	Exclusive Use Area
Lot 1 on SP 180042	Car Park	AM on the Plan 8336 EUA
	Courtyard	A on the Plan 8336 EUB
Lot 2 on SP 180042	Car Park	U on the Plan 8336 EUA
	Courtyard	B on the Plan 8336 EUB
Lot 3 on SP 180042	Car Park	T on the Plan 8336 EUA
	Courtyard	C on the Plan 8336 EUB
Lot 4 on SP 180042	Car Park	S on the Plan 8336 EUA
	Courtyard	D on the Plan 8336 EUB
Lot 5 on SP 180042	Car Park	R on the Plan 8336 EUA
	Courtyard	E1 and E2 on the Plan 8336 EUB
Lot 6 on SP 180042	Car Park	Q on the Plan 8336 EUA
	Courtyard	G on the Plan 8336 EUB
Lot 7 on SP 180042	Car Park	AG on the Plan 8336 EUA
Lot 8 on SP 180042	Car Park	P on the Plan 8336 EUA
	Courtyard	J on the Plan 8336 EUB
Lot 9 on SP 180042	Car Park	O on the Plan 8336 EUA
	Courtyard	K on the Plan 8336 EUB
Lot 10 on SP 180042	Car Park	W on the Plan 8336 EUA
	Courtyard	L on the Plan 8336 EUB
Lot 11 on SP 180042	Car Park	AB on the Plan 8336 EUA
	Courtyard	M on the Plan 8336 EUB
Lot 12 on SP 180042	Car Park	AN on the Plan 8336 EUA
	Courtyard	N on the Plan 8336 EUB
Lot 13 on SP 180042	Car Park	X on the Plan 8336 EUA
Lot 14 on SP 180042	Car Park	Y on the Plan 8336 EUA
Lot 15 on SP 180042	Car Park	Z on the Plan 8336 EUA
Lot 16 on SP 180042	Car Park	AA on the Plan 8336 EUA
Lot 17 on SP 180042	Car Park	AF on the Plan 8336 EUA
Lot 18 on SP 180042	Car Park	AE on the Plan 8336 EUA
Lot 19 on SP 180042	Car Park	AD on the Plan 8336 EUA
Lot 20 on SP 180042	Car Park	AC on the Plan 8336 EUA
Lot 21 on SP 180042	Car Park	AO on the Plan 8336 EUA
Lot 22 on SP 180042	Car Park	AP on the Plan 8336 EUA
Lot 23 on SP 180042	Car Park	AQ on the Plan 8336 EUA
Lot 24 on SP 180042	Car Park	AR on the Plan 8336 EUA
Lot 25 on SP 180042	Car Park	AS on the Plan 8336 EUA

Lot	Purpose	Exclusive Use Area
Lot 26 on SP 180042	Car Park	AT on the Plan 8336 EUA
Lot 27 on SP 180042	Car Park	AU on the Plan 8336 EUA
Lot 28 on SP 180042	Car Park	BA on the Plan 8336 EUA
Lot 29 on SP 180042	Car Park	AV on the Plan 8336 EUA
Lot 30 on SP 180042	Car Park	AW on the Plan 8336 EUA
Lot 31 on SP 180042	Car Park	AX on the Plan 8336 EUA
Lot 32 on SP 180042	Car Park	AY on the Plan 8336 EUA
Lot 33 on SP 180042	Car Park	AZ on the Plan 8336 EUA
Lot 34 on SP 180042	Car Park	AL on the Plan 8336 EUA
Lot 35 on SP 180042	Car Park	AK on the Plan 8336 EUA
Lot 36 on SP 180042	Car Park	AJ on the Plan 8336 EUA
Lot 37 on SP 180042	Car Park	AI on the Plan 8336 EUA
Lot 38 on SP 180042	Car Park	AH on the Plan 8336 EUA

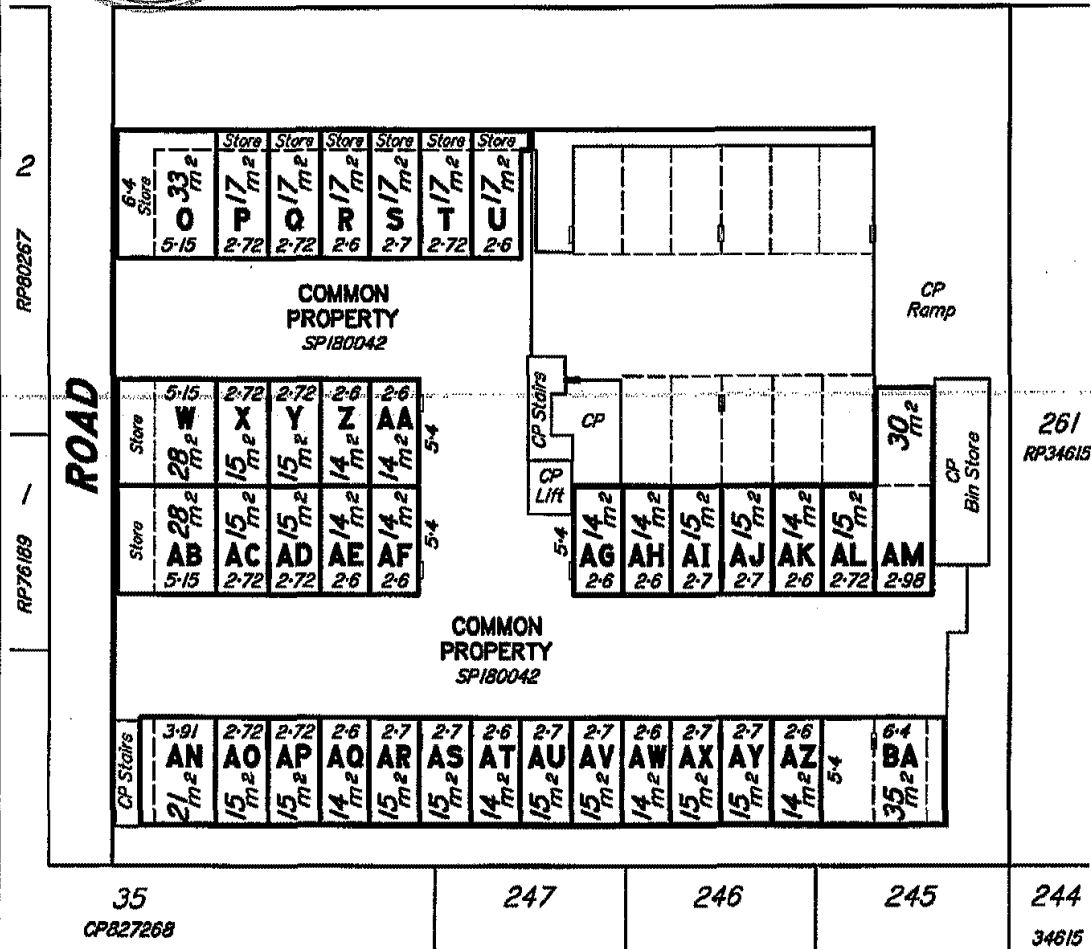
NORRIS CLARKE & O'BRIEN PTY LTD Cadastral Surveyors, (ACN 056 870 770) hereby certify that the details shown on this sketch plan are correct.

CMS

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23a 23



TUFNELL ROAD



Scale 1:300 - Lengths are in Metres.

NOTE:

This plan is of an Exclusive Use Survey only and as such is not registered by the Registrar of Titles. Subsequent registered or other surveys in this area may offset the boundary definition shown on this plan. Any differences so caused to the boundary definition shown on this plan are beyond the control of Norris Clarke & O'Brien Pty Ltd who can accept no responsibility for such differences.

Name of C.T.S.

SEPI APARTMENTS C.T.S.

Description

**EXCLUSIVE USE AREAS
LEVEL A
SEPI APARTMENTS C.T.S.
COMMON PROPERTY ON SP180042**

Parish of TOOMBUL
County of Stanley

Norris Clarke & O'Brien Pty Ltd



Licensed Surveyors
Town Planners
Development Consultants

Level 1 - 107 Quay Street
Brisbane QLD 4000
ph: 3221 9849 fax: 3221 3391
email: info@ncb.com.au
ACN 056 870 770 ABN 15 056 870 770

ACCREDITED
SURVEYOR

"SKETCH OK"

[Signature]

Date
04/06/2008

Drafted
T.J.J.

Checked
W.J.M.

Scale in Metres.

1:300 at A4

Form: A

Ref.

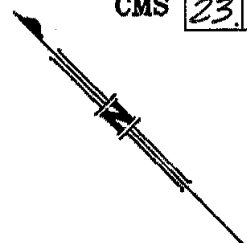
8336EUA

NORRIS CLARKE & O'BRIEN PTY LTD Cadastral Surveyors, (ACN 056 870 770) hereby certify that the details shown on this sketch plan are correct.

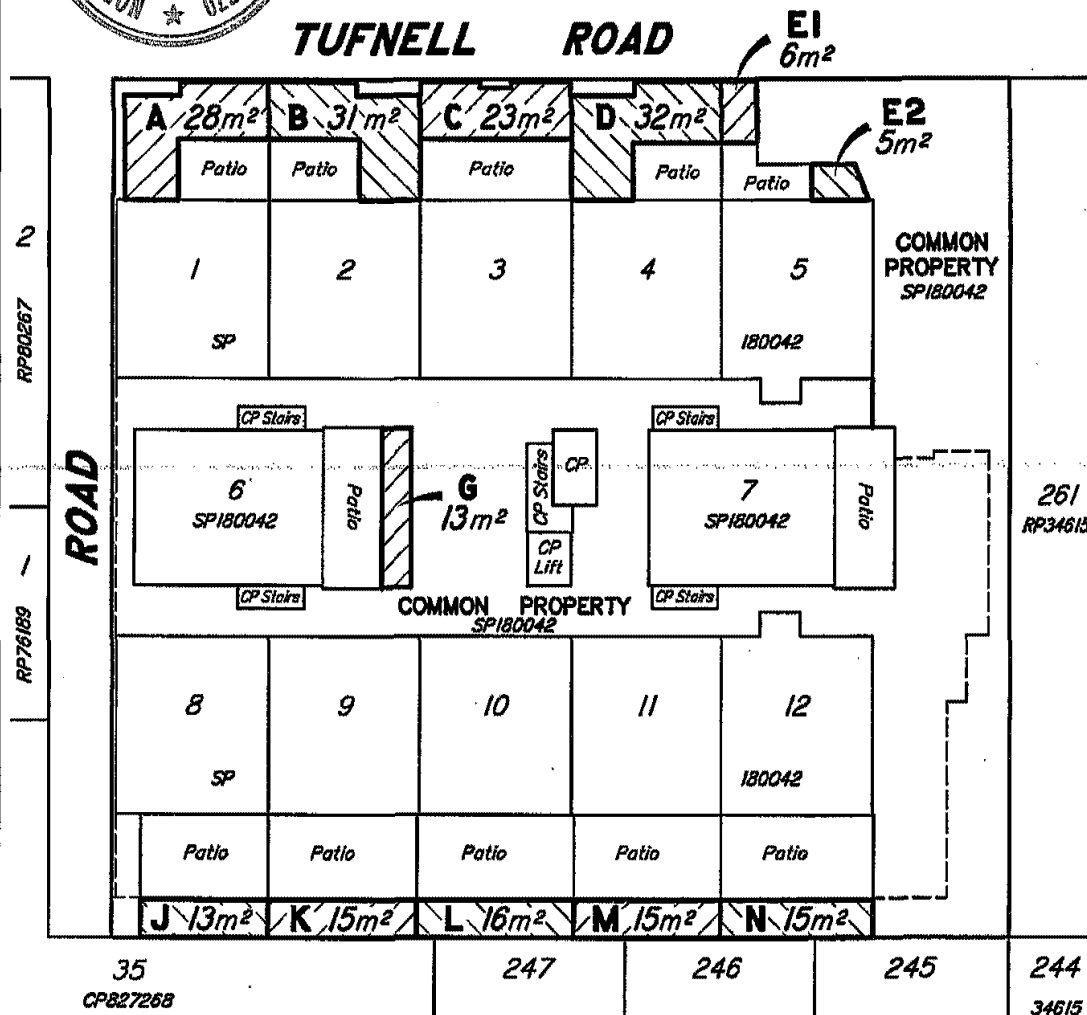


COURTYARD AREAS A-D, E1, E2, G, J-N ARE FULLY BOUNDED AND FULLY DEFINED BY EDGE OF CONCRETE WALLS AND FENCES

CMS Page 23 of 23



TUFNELL ROAD



NOTE: This plan is of an Exclusive Use Survey only and as such is not registered by the Registrar of Titles. Subsequent registered or other surveys in this area may affect the boundary definition shown on this plan. Any differences so caused to the boundary definition shown on this plan are beyond the control of Norris Clarke & O'Brien Pty Ltd who can accept no responsibility for such differences.			Name of C.T.S. SEPI APARTMENTS C.T.S.		Norris Clarke & O'Brien Pty Ltd Licensed Surveyors Town Planners Development Consultants Level 1 - 107 Quay Street Brisbane QLD 4000 ph: 3221 9848 fax: 3221 3391 email: info@ncob.com.au ACN 056 870 770 ABN 15 056 870 770	
ACCREDITED SURVEYOR Date 04/06/2008			Description EXCLUSIVE USE AREAS LEVEL B SEPI APARTMENTS C.T.S. COMMON PROPERTY ON SPI80042		Issue: A Ref: 8336EUB	
"SKETCH OK" Drafted T.J.J. Checked W.J.M.			Parish of TOOMBUL County of Stanley Scale in Metres. 1:300 at A4			

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
Lot 256 on RP34615	Stanley	Toombul	50476579
Lot 257 on RP34615	Stanley	Toombul	50476579
Lot 258 on RP34615	Stanley	Toombul	12824153
Lot 259 on RP34615	Stanley	Toombul	12824153
Lot 260 on RP34615	Stanley	Toombul	12824153

2. Instrument/document being consented to

Instrument/document type First Community Management Statement
Dated 20 / 6 / 2008
Names of Parties Kenlynn Properties Australia Pty Ltd ACN 100 423 890


3. Instrument/document under which consent required

Instrument/document type Mortgage
Dealing No. 707362743 and 707096049
Name of consenting party Westpac Banking Corporation ABN 33 007 457 141

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


..... signature
Samuel Jude Patti
Justice of the Peace full name
Registration No. 138270
..... qualification

Westpac Banking Corporation
ABN 33 007 457 141 by its duly constituted
attorney Tier Three under power of attorney No
704564851.


Signature:
LEONIDES BAUTISTA

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

8 / 7 / 08
Execution Date

Consenting Party's Signature

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 NR&W, see the department's website.