

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EC 498

MAHONEYS
GPO BOX 3311
BRISBANE QLD 4001

Title Reference:	51181150
Lodgement No:	6508314
Office:	E LODGE (CHQ)

This is the current status of the title as at 13:17 on 18/12/2024

LAND DESCRIPTION

COMMON PROPERTY OF VIRTUOSO COMMUNITY TITLES SCHEME 52594
COMMUNITY MANAGEMENT STATEMENT 52594
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 719379831 29/04/2019
BODY CORPORATE FOR VIRTUOSO COMMUNITY TITLES SCHEME
52594
BARARD MANAGEMENT PTY LTD
LEVEL 1, 113 WICKHAM TERRACE
SPRING HILL QLD 4000

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19549154 (WSA 43)
Deed of Grant No. 19549155 (WSA 42)
2. EASEMENT No 719118483 21/11/2018 at 15:18
benefiting the land over
EASEMENT B ON SP302203
3. REQUEST FOR NEW CMS No 723726711 06/12/2024 at 09:48
New COMMUNITY MANAGEMENT STATEMENT 52594
STANDARD MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

723726711 NEW CMS CWM 33867R/33867R

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994

GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint

723726711

ing Number

EC 470 \$113.04

06/12/2024 09:48:47

OFFICE USE ONLY

Client No: 1052167

Duties Act 2001

Transaction No: _____

Duty Paid \$ _____

Exempt ☐

UTI \$ _____

Signed _____ Date ____/____/____

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

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR VIRTUOSO
COMMUNITY TITLES SCHEME 52594

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

MAHONEYS
GPO Box 3311
Brisbane Qld 4001
E-mail: info@mahoneys.com.au
Tel: 07 3007 3777 Ref: 33867

**Lodger
Code**

BE 2763

2. Lot on Plan Description

Common Property for Virtuoso Community
Titles Scheme 52594

Title Reference

51181150

3. Registered Proprietor/State Lessee

Body Corporate for Virtuoso Community Titles Scheme 52594

4. Interest

NOT APPLICABLE

5. Applicant

Body Corporate for Virtuoso Community Titles Scheme 52594

6. Request

I hereby request that: the new community management statement deposited herewith which amends Schedule C and the Regulation Module applicable to the scheme be recorded as the new community management statement for Virtuoso Community Titles Scheme 52594.

7. Execution by applicant

Connor William Mahoney

06/12/2024
Execution Date

Applicant's or Solicitor's Signature

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

52594

TED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

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

1. Name (including number) of CTS

Virtuoso Community Titles Scheme 52594

2. Regulation module

Standard Module

3. Name of body corporate

Virtuoso Community Titles Scheme 52594

4. Scheme Land

Lot on Plan Description

See Enlarged Panel.

Title Reference

See Enlarged Panel.

5. Name and address of original owner

Not applicable.

6. Reference to plan lodged with this statement (if applicable)

Not applicable.

7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 – BCCM Execution

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Virtuoso Community Titles Scheme	52594
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Standard Module	New CMS
3. Execution by the Body Corporate for the above Scheme*	
Signature <u>Douglas Porter</u>	Signature <u>Rosalie Roberts</u>
Signer Name <u>DOUGLAS PORTER</u>	Signer Name <u>ROSALIE ROBERTS</u>
Signer Authority <u>CHAIR</u>	Signer Authority <u>SECRETARY</u>
Entity (if applicable) <u>VIRTUOSO CTS 52594</u>	Entity (if applicable) <u>VIRTUOSO CTS 52594</u>
Execution Date <u>11/11/24</u>	Execution Date <u>11/11/24</u>

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the Body Corporate and Community Management Act 1997.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate – Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

4. Scheme land

Lot on Plan Description	Title Reference
Common Property for Virtuoso Community Titles Scheme 52594	51181150
Lot 101 on SP297881	51181151
Lot 102 on SP297881	51181152
Lot 103 on SP297881	51181153
Lot 104 on SP297881	51181154
Lot 105 on SP297881	51181155
Lot 106 on SP297881	51181156
Lot 107 on SP297881	51181157
Lot 108 on SP297881	51181158
Lot 109 on SP297881	51181159
Lot 110 on SP297881	51181160
Lot 111 on SP297881	51181161
Lot 201 on SP297881	51181162
Lot 202 on SP297881	51181163
Lot 203 on SP297881	51181164
Lot 204 on SP297881	51181165
Lot 205 on SP297881	51181166
Lot 206 on SP297881	51181167
Lot 207 on SP297881	51181168
Lot 208 on SP297881	51181169
Lot 209 on SP297881	51181170
Lot 210 on SP297881	51181171
Lot 211 on SP297881	51181172
Lot 301 on SP297881	51181173
Lot 302 on SP297881	51181174
Lot 303 on SP297881	51181175
Lot 304 on SP297881	51181176
Lot 305 on SP297881	51181177
Lot 306 on SP297881	51181178
Lot 307 on SP297881	51181179
Lot 308 on SP297881	51181180
Lot 309 on SP297881	51181181
Lot 310 on SP297881	51181182
Lot 311 on SP297881	51181183
Lot 401 on SP297881	51181184
Lot 402 on SP297881	51181185
Lot 403 on SP297881	51181186
Lot 404 on SP297881	51181187
Lot 405 on SP297881	51181188
Lot 406 on SP297881	51181189
Lot 407 on SP297881	51181190
Lot 408 on SP297881	51181191
Lot 409 on SP297881	51181192
Lot 410 on SP297881	51181193
Lot 411 on SP297881	51181194
Lot 501 on SP297881	51181195

Lot on Plan Description	Title Reference
Lot 502 on SP297881	51181196
Lot 503 on SP297881	51181197
Lot 504 on SP297881	51181198
Lot 505 on SP297881	51181199
Lot 506 on SP297881	51181200
Lot 507 on SP297881	51181201
Lot 508 on SP297881	51181202
Lot 509 on SP297881	51181203
Lot 510 on SP297881	51181204
Lot 511 on SP297881	51181205
Lot 601 on SP297881	51181206
Lot 602 on SP297881	51181207
Lot 603 on SP297881	51181208
Lot 604 on SP297881	51181209
Lot 605 on SP297881	51181210
Lot 606 on SP297881	51181211
Lot 607 on SP297881	51181212
Lot 608 on SP297881	51181213
Lot 609 on SP297881	51181214
Lot 610 on SP297881	51181215
Lot 611 on SP297881	51181216
Lot 701 on SP297881	51181217
Lot 702 on SP297881	51181218
Lot 703 on SP297881	51181219
Lot 704 on SP297881	51181220
Lot 705 on SP297881	51181221
Lot 706 on SP297881	51181222
Lot 707 on SP297881	51181223
Lot 708 on SP297881	51181224
Lot 709 on SP297881	51181225
Lot 710 on SP297881	51181226
Lot 711 on SP297881	51181227
Lot 1000 on SP297881	51181228

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 101 on SP297881	50	10
Lot 102 on SP297881	50	11
Lot 103 on SP297881	50	10
Lot 104 on SP297881	50	11
Lot 105 on SP297881	50	12
Lot 106 on SP297881	50	12
Lot 107 on SP297881	50	12
Lot 108 on SP297881	50	13
Lot 109 on SP297881	50	12
Lot 110 on SP297881	51	15
Lot 111 on SP297881	52	16
Lot 201 on SP297881	51	11
Lot 202 on SP297881	51	10
Lot 203 on SP297881	51	11
Lot 204 on SP297881	51	11
Lot 205 on SP297881	51	12
Lot 206 on SP297881	51	13
Lot 207 on SP297881	51	13
Lot 208 on SP297881	51	13
Lot 209 on SP297881	51	12
Lot 210 on SP297881	52	15
Lot 211 on SP297881	53	17
Lot 301 on SP297881	52	11
Lot 302 on SP297881	52	11
Lot 303 on SP297881	52	11
Lot 304 on SP297881	52	11
Lot 305 on SP297881	52	12
Lot 306 on SP297881	52	13
Lot 307 on SP297881	52	13
Lot 308 on SP297881	52	13
Lot 309 on SP297881	52	13
Lot 310 on SP297881	53	15
Lot 311 on SP297881	54	17
Lot 401 on SP297881	53	12
Lot 402 on SP297881	53	11
Lot 403 on SP297881	53	11
Lot 404 on SP297881	53	11
Lot 405 on SP297881	53	12
Lot 406 on SP297881	53	13
Lot 407 on SP297881	53	13
Lot 408 on SP297881	53	13

Lot 409 on SP297881	53	13
Lot 410 on SP297881	54	16
Lot 411 on SP297881	55	17
Lot 501 on SP297881	54	12
Lot 502 on SP297881	54	11
Lot 503 on SP297881	54	11
Lot 504 on SP297881	54	12
Lot 505 on SP297881	54	13
Lot 506 on SP297881	54	13
Lot 507 on SP297881	54	13
Lot 508 on SP297881	54	13
Lot 509 on SP297881	54	13
Lot 510 on SP297881	55	16
Lot 511 on SP297881	56	18
Lot 601 on SP297881	55	12
Lot 602 on SP297881	55	12
Lot 603 on SP297881	55	12
Lot 604 on SP297881	55	12
Lot 605 on SP297881	55	13
Lot 606 on SP297881	55	13
Lot 607 on SP297881	55	13
Lot 608 on SP297881	55	13
Lot 609 on SP297881	55	13
Lot 610 on SP297881	56	16
Lot 611 on SP297881	57	18
Lot 701 on SP297881	56	12
Lot 702 on SP297881	56	12
Lot 703 on SP297881	56	13
Lot 704 on SP297881	56	12
Lot 705 on SP297881	56	13
Lot 706 on SP297881	56	14
Lot 707 on SP297881	56	14
Lot 708 on SP297881	56	14
Lot 709 on SP297881	56	14
Lot 710 on SP297881	57	17
Lot 711 on SP297881	58	19
Lot 1000 on SP297881	15	5
TOTALS	4,117	1,005

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**A. Contribution Schedule Lot Entitlements**

The Contribution Schedule Lot Entitlements (CSLE) for the scheme have been determined using the Relativity Principle. As required by section 46A of the *Body Corporate and Community Management Act 1997*, the CSLE for the scheme have been allocated having regard to:

- (i) the structure of the scheme;
- (ii) the nature, features and characteristics of the Lots in the scheme;
- (iii) the gross floor area of the Lots; and
- (iv) the number of lifts in each building and the number of Lots in each building.

On the basis of these factors, it is just and equitable for there to be a variation in the CSLE for the scheme. Each Lot starts with an entitlement of 50 and additional entitlements are added to recognise the above factors. Consequently, the CSLE for each Lot varies between a minimum of 50 and a maximum of 58.

The relative difference in lot entitlements recognises that factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.

When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

1. Structure of the Scheme

The scheme is not part of a layered scheme and does not have mixed use lots, therefore the structure of the scheme does not affect the CSLE.

Different Lots in the scheme utilise common property to a greater extent depending upon their location in the scheme. For example, some Lots do not have access to or, because of their location, do not use the lifts as much as other Lots.

2. Nature, Features and Characteristics of the Lots in the Scheme

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of Lots in the scheme increase the burden that the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (i) the external surface area of the Lot. Additional entitlements are added depending on whether the Lot has small, medium, large or extra-large external surface area; and
- (ii) the level of the building on which the Lot is situated. Additional entitlements are added depending on the level of the building in which the Lot is located. The higher the Lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.

3. The purpose for which the Lots are used

Each of the Lots in the scheme is used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

B. Interest Schedule Lot Entitlements

The Interest Schedule Lot Entitlements have been determined using the Market Value Principle as provided in section 46B of the *Body Corporate and Community Management Act 1997*.

SCHEDULE C	BY-LAWS
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1 Definitions

1.1 In these by-laws:

- (a) **"Act"** means the Body Corporate and Community Management Act 1997 (Qld) or any modification or re-enactment of it and includes a regulation made under it;
- (b) **"Alter"** means the erection of a building, a structural change or a non-structural change of any kind, the carrying out of any works or the causing of any damage;
- (c) **"Associate"** has the same meaning as in the Act;
- (d) **"Body Corporate"** means the body corporate formed under the Act on establishment of the Scheme;
- (e) **"Building"** means the building or buildings and other fixed structures erected on the Scheme Land;
- (f) **"Caretaker"** means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the Common Property;
- (g) **"Committee"** means the Body Corporate committee;
- (h) **"Common Property"** means the common property of the Scheme;
- (i) **"Community Management Statement"** means the Community Management Statement containing these By-Laws;
- (j) **"Hard Flooring"** means timber, tile, vinyl, marble or any other equivalent material;
- (k) **"Inside Area"** means, in relation to a Lot or exclusive use area, an area that is not an Outside Area;
- (l) **"Letting Agent"** means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;
- (m) **"Local Authority"** means Brisbane City Council;
- (n) **"Lot"** or **"Lots"** means a lot or lots in the Scheme;
- (o) **"Manager"** means the person or persons appointed by the Body Corporate pursuant to the Act;
- (p) **"Occupier"** has the same meaning as defined in the Act;
- (q) **"Original Owner"** means Stockwell River Development Pty Ltd ACN 600 074 084;
- (r) **"Outside Area"** includes a balcony, a courtyard, a patio or a verandah;
- (s) **"Owner"** has the same meaning as defined in the Act;
- (t) **"Prescribed Area"** means a floor area that is situated directly above a habitable area (which does not include Common Property recreation areas);
- (u) **"Regulated Parking Area"** means an area of Scheme Land designated as being available for use, by invitees of Occupiers of Lots, for parking vehicles;

- (v) **"Requirement"** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (w) **"Scheme"** means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Virtuoso Community Titles Scheme;
- (x) **"Scheme Land"** means all the land in the Scheme;
- (y) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;
- (z) **"Smoke"** means to have control over an ignited smoking product or inhale through a personal vaporiser or hookah; and
- (aa) **"Service Infrastructure"** means any infrastructure for the provision of Services to the Scheme or any Lot.

2 Noise

- 2.1 An Owner or Occupier of a Lot, their guests, servants or agents must not create noise likely to interfere unreasonably with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3 Smoking

- 3.1 An Owner or Occupier must not Smoke on Scheme Land unless the Smoking is in:
- (a) an Inside Area forming part of their Lot or exclusive use area; and
 - (b) a way that does not cause a nuisance, hazard or unreasonable interference with another person's use and enjoyment of the Common Property or a Lot.

4 Parking and vehicles

- 4.1 An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) use a vehicle in a way which creates a hazard; or
 - (b) park a vehicle on the Common Property except if the parking is:
 - (i) by an Occupier in a designated car wash cleaning area; or
 - (ii) by an invitee in a Regulated Parking Area.
- 4.2 An Owner or Occupier must not, without the written approval of the Body Corporate, in respect of that part of their Lot which comprises a car park, erect any structure other than an approved storage unit or place, install or store any item other than a vehicle upon or effect any change or cause any damage to the car park.
- 4.3 An Owner or Occupier must provide to the Body Corporate the details of any vehicles used by the Owner or Occupier on Scheme Land, including the model, colour and registration number of the motor vehicle.
- 4.4 An invitee who parks in the Regulated Parking Area must display a notice on their vehicle which includes:

- (a) the invitee's contact details, including a phone number, email and postal address; and
- (b) the full name and lot number of the Owner or Occupier who the invitee is visiting.

Note – an Owner or Occupier's vehicle can be towed from the Common Property if parked in contravention of these by-laws without the Body Corporate being first required to send a contravention notice or make a dispute resolution application.

5 Obstruction

- 5.1 An Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

6 Damage to Lawns etc.

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

- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

- 6.2 An approval under By-Law 5.1 must state the period for which it is given.

- 6.3 However, the Body Corporate may cancel the approval by giving 7 days' written notice to the Occupier.

7 Protected Trees on Common Property

- 7.1 An Owner or Occupier must not prune, climb, place signage upon, poison or in any way damage any trees on Common Property, and in particular must comply with an applicable law or regulation for the protection of the hoop and bunya pine trees on the Scheme Land.

- 7.2 An Owner shall pay on demand the Body Corporate's costs and expenses (including solicitor and own client costs) and any fines or penalties incurred by the Body Corporate because of any breach of By-Law 6.1 by the Occupier.

8 Damage to Common Property

- 8.1 An Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

- 8.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

- 8.3 The Owner of a Lot must keep a device installed under By-Law 7.2 in good order and repair.

9 Applicability to invitees

- 9.1 Owners and Occupiers must take reasonable steps to ensure that their invitees comply with these by-laws on the basis that the by-laws apply to their invitees to the extent that the by-laws apply to the Owner or the Occupier.

10 Leaving of rubbish etc. on the Common Property

- 10.1 An Owner or Occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of a Lot or the Common Property by someone else.

11 Appearance of Lot

- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate, do anything which changes the external appearance of the Lot which is visible from another Lot, the Common Property or from outside the Scheme.

Note – this includes the placement of an item or the hanging of washing on a balcony and the installation or removal of window coverings.

12 Storage of flammable materials

- 12.1 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 12.2 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 12.3 This By-Law 11 does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat, or internal-combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- 12.4 An Owner or Occupier of a Lot may maintain and operate anywhere within a Lot a barbeque (either gas or electric).

13 Garbage disposal

- 13.1 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition, odour-free and fly-free, and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 13.2 The Occupier of a lot must ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots.
- 13.3 The garbage bins provided by the Body Corporate are for domestic waste only.
- 13.4 Household items such as furniture, bedding, whitegoods etc must not be placed in the garbage bins or the refuse room and must be disposed of by Occupiers at the Local Authority collection areas.

14 Keeping of animals

- 14.1 Subject to section 181 of the Act, an Occupier of a Lot must not, without the Body Corporate's written approval—
- (a) bring or keep an animal on a Lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on a Lot or the Common Property.
- 14.2 This by-law does not apply to pet fish.
- 14.3 If the Body Corporate gives an approval under Clause 13.1, the following conditions will apply to such approval:
- (a) The animal must not disturb other occupiers;

- (b) The animal must be a domesticated pet;
- (c) The animal must be toilet trained;
- (d) The animal must be registered or licensed (as the case may be) and immunised;
- (e) The animal must be carried or kept on a leash while on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
- (f) The animal must wear an identification tag clearly showing the animal's owner, address, telephone number;
- (g) The Owner of the animal must clean up after the animal whilst the animal is on Common Property;
- (h) The Owner of the animal must not leave the animal alone on a balcony of a Lot or inside a Lot overnight;
- (i) The Owner of the animal must take appropriate measures to ensure the animal does not escape onto Common Property or onto another Lot;
- (j) Subject to section 181 of the Act, animals are not allowed in any recreation area, unless designated for pet recreation use.

14.4 In considering any application for approval to keep an animal on a Lot or Common Property, the Committee must take into account Local Authority Requirements that may limit the number or size or type of animal and any other relevant information included in the Owner or Occupier's application for approval.

14.5 If challenged, the Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in this By-Law 13. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this By-Law are not met.

15 Pool

15.1 Only Owners and Occupiers and their guests and invitees are permitted to use the swimming pool area.

15.2 Children below the age of 12 years must not be in or around the pool unless accompanied by a responsible adult exercising effective control over them.

15.3 Glass is not permitted to be taken into the swimming pool area.

15.4 Owners, Occupiers and their guests and invitees must exercise caution at all times and shall not run, splash, use loud or offensive language or behave in any manner that is likely to interfere with the use and enjoyment of the swimming pool area by other persons or interfere with the quiet enjoyment of Lots neighbouring the pool.

15.5 Pets are not permitted in the pool or surrounding pool area.

16 Gymnasium

16.1 Only Owners and Occupiers and their guests and invitees are permitted to use the gymnasium.

17 Alterations and Additions

17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, Alter:

- (a) the Common Property; or

- (b) their Lot unless the works are of a cosmetic nature that:
 - (i) does not affect another Lot or the Common Property; or
 - (ii) are not visible from another Lot, the Common Property or from outside the Scheme.

17.2 The Body Corporate may impose conditions of approval under this by-law, which may include, but are not limited to:

- (a) the improvement must be generally in accordance with the plans and specifications provided to the Body Corporate detailing the way the Owner or Occupier is to Alter the Lot or Common Property;
- (b) the way that the Owner or Occupier Alters the Lot or Common Property is:
 - (i) installed and carried out by suitably qualified persons in accordance with any applicable legislation, codes and standards;
 - (ii) carried out as soon as reasonably practicable;
 - (iii) carried out in a way that does not cause a nuisance or unreasonable interference with Occupiers of other lots; and
 - (iv) suitably insured;
- (c) the Owner of the Lot must maintain any works in a good and structurally sound condition;
- (d) the Owner or Occupier must ensure lift curtains are installed when bringing materials onto or removing materials from the Scheme Land; and
- (e) if the Alteration related to Hard Flooring in a Prescribed Area:
 - (i) prior to the installation of the Hard Flooring, advice must be sought from a recognised acoustic consulting company to **(Initial Advice)**:
 - (A) obtain advice as to:
 - I suitable floor treatments to ensure that any Hard Flooring does not cause an unreasonable interference or nuisance to another occupier **(Installation Requirements)**; and
 - II the level of floor impact isolation rating required to ensure the Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier **(Minimum Standard)**; and
 - (B) determine the current level of floor impact isolation rating for the floor **(Current Standard)**;
 - (ii) the Owner or Occupier must provide the Body Corporate a copy of the Initial Advice;
 - (iii) any hard flooring must be installed with materials so as not to cause an unreasonable interference or nuisance to another Occupier and include the Installation Requirements;
 - (iv) any Hard Flooring must meet the following requirements after the Hard Flooring is installed **(Required Standard)**:

- (A) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard:
 - I the Minimum Standard; or
 - II the Current Standard; or
- (B) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard;
- (v) upon completion of the Hard Flooring installation;
 - (A) the Hard Flooring shall be further tested to ensure that the Required Standard has been met (**Final Test**); and
 - (B) the Owner or Occupier must provide the Body Corporate the results of the Final Test.

18 Use of Common Property.

- 18.1 Common Property or any Body Corporate asset must be used for the purpose for which it was designed or intended.
- 18.2 Fire doors must not be propped open or interfered with in any way. Fire equipment such as extinguishers and hoses must not be used except in case of an emergency.

19 Aerials

- 19.1 Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

20 Rules for Signs

- 20.1 The Committee may make and maintain rules regarding the number, size, colour, design and uniformity of signs which may be displayed, put up or affixed on Common Property.

21 Moving In/Moving Out - Removal of Furniture, etc.

- 21.1 Any movement of furniture into or from the Scheme Land must be arranged with the Manager (as representative of the Body Corporate) at least one business day in advance.
- 21.2 The Manager will advise the correct procedure for padding the lift to avoid damage, and make available a lift key to enable the lift to be locked off while furniture is being moved.
- 21.3 Doors to lifts which are not locked for moving purposes must not be propped open.
- 21.4 Once furniture has been unloaded from the lift to the nearest foyer area the lift must be immediately unlocked for normal operations and not locked off until another load of furniture is ready to be moved.

22 Security System

- 22.1 An Owner or Occupier of a Lot must comply with the security procedures and must not interfere with the security system.
- 22.2 The Body Corporate is not responsible or liable for loss or damage sustained by any person caused directly or indirectly by:

- (a) the security system not working or not working properly or as well could work; or
- (b) somebody making an unauthorised entry onto the Land.

- 22.3 If the Body Corporate restricts the access of an Owner or Occupier to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or access cards as it determines available to Occupiers free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Occupiers upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 22.4 An Owner or Occupier to whom any key or any access card is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a Lot) to ensure its return to the Owner or the Body Corporate upon that person ceasing to be an Occupier.
- 22.5 An Owner or Occupier into whose possession any key or access card has come must not, without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Occupier and that they are not disposed of except than by returning them to the Body Corporate or Owner.
- 22.6 An Owner or Occupier who is issued with a key or access card must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or access cards must be paid by that Occupier.

23 Notice of Defects

- 23.1 An Owner or Occupier shall give the Committee prompt notice of any damage or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his or her knowledge and the Committee shall have authority by its agents or servants in the circumstances, having regard to the urgency involved, to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.

24 Air Conditioning

- 24.1 An Owner or Occupier shall be responsible for maintaining, servicing, repairing and replacing any air conditioning equipment servicing its Lot. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.

25 Exclusive Use Allocations

Bicycle Storage

- 25.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a bicycle storage space as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plan "A".
- 25.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a bicycle storage space which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 25.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).

- 25.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- (a) must only use the exclusive use area for the purposes for which they are designed;
 - (b) must not create a nuisance;
 - (c) will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
 - (d) may not enclose the area without the prior written consent of the Committee.
- 25.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the Common Property, the Lots or an adjoining Lot.
- 25.6 The Member of a Lot which is entitled to the exclusive use of an area of Common Property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

Courtyard/Garden

- 25.7 Owners of some Lots are granted the exclusive use of a courtyard which is part of the Common Property and is identified by the plan contained in Schedule E on the following conditions:
- (a) the Owner shall not erect and/or construct any structure in their courtyard without the consent of the Body Corporate;
 - (b) Owners are responsible for keeping their courtyard in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense;
 - (c) Owners acknowledge that Services for the Building may run through and across the courtyard and Owners must allow the Caretaker and any service contractors appointed by the Body Corporate access to the courtyard for the purpose of maintaining, repairing or replacing the Services.
 - (d) Each Owner of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment, subject to any rights of access required to that exclusive use, for themselves and their licensees of the respective courtyard areas as identified on the Exclusive Use Plan attached.
- 25.8 An Owner to whom an allocation is made or authorisation is granted pursuant to this by-law must:
- (a) use the same only for the purpose of courtyard area;
 - (b) not use the same so as to create a nuisance to other Owners;
 - (c) allow a representative of the Body Corporate to enter onto the Lot at any time for the purpose of maintaining the planter box; and
 - (d) acknowledges that the Body Corporate shall be responsible for the maintenance of such planter box.

26 Requirements of the Development Approval

- 26.1 The Body Corporate and Owners must comply with the Requirements of the development approval obtained by the Original Owner permitting the development of the Scheme Land that relate to the Community Management

Statement. The following represents an extract from the development approval relevant to the Community Management Statement:

- (a) All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures as part of this condition, other than where other conditions of this package require privacy screens, sun-shading devices or similar and those consistent with the relevant Residential Design Codes in the Brisbane City Plan or clearly depicted on the approved drawings;
- (b) The internal footpaths/pedestrian circulation routes, landscaping, driveway, and car/vehicle turning area as shown on the approved plans of layout is to be included in common property and is not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit or tenancy;
- (c) All privacy screening devices are to remain fitted at all times;
- (d) Maintain parking on the site for a total of a minimum of 180 parking spaces. Of the total 180 parking spaces, a minimum of 168 car spaces are to be dedicated to residents at a rate of 1 car parking space per unit, and a minimum of 12 car spaces are to be allocated as visitor spaces;
- (e) Maintain bicycle parking on site for a total minimum of 97 bicycle parks. Of the total 97 bicycle parks, a minimum of 77 secure bicycle stores are to be allocated for residents at a rate of 1 bicycle parking space per unit, and a minimum of 20 bicycle spaces are to be allocated as visitor parks;
- (f) Maintenance access to the landscape planters and mechanical plant is to be maintained at all times;
- (g) The landscape areas and communal grassed area is not to be included in any lot entitlement or exclusive use area;
- (h) Parking spaces are not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the site advertising the availability of car parking to the general public;
- (i) Maintain a suitable system of lighting, to operate from dusk to dawn, within all areas where the public will be given access including between vehicle entrances to the site and visitor's car parking spaces;
- (j) The communal use area is limited to residential use only and is not to be used between 10pm to 7am;
- (k) Maintain all on site landscaping.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Statutory Easements and Services Location Diagram

Services easements as defined in the *Body Corporate and Community Management Act 1997* are present on the Scheme Land. The approximate location of these services over the Common Property are as shown in the Service Location Diagram which is annexed to this Community Management Statement and marked "Annexure A". Each of the Lots and the Common Property in the Scheme may be affected by the following types of statutory easements pursuant to sections 115M -115S inclusive of the Land Titles Act 1994 (**LTA**):

- (a) an easement for lateral and subjacent support pursuant to section 115N of the LTA;
- (b) an easement for supplying utility services to the lots and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115O of the LTA;
- (c) an easement in favour of the Common Property of the Scheme against the lots for supplying utility services to the Common Property and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115 P of the LTA;
- (d) an easement for shelter pursuant to section 115Q of the LTA;
- (e) an easement for projections pursuant to section 115R of the LTA; and
- (f) an easement for maintenance of the building close to boundary pursuant to section 115S of the LTA.

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

Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plan annexed	Purpose
Lot 101 on SP297881	EU1 S01	Courtyard Bicycle Storage
Lot 102 on SP297881	EU2 S30	Courtyard Bicycle Storage
Lot 103 on SP297881	EU3 S02	Courtyard Bicycle Storage
Lot 104 on SP297881	EU4 S78	Courtyard Bicycle Storage
Lot 105 on SP297881	EU5 S03	Courtyard Bicycle Storage
Lot 106 on SP297881	EU6 S32	Courtyard Bicycle Storage
Lot 107 on SP297881	EU7 S04	Courtyard Bicycle Storage
Lot 108 on SP297881	EU8 S33	Courtyard Bicycle Storage
Lot 109 on SP297881	EU9 S05	Courtyard Bicycle Storage
Lot 110 on SP297881	EU10 S34	Courtyard Bicycle Storage
Lot 111 on SP297881	EU11 S06	Courtyard Bicycle Storage
Lot 201 on SP297881	S07	Bicycle Storage
Lot 202 on SP297881	S35	Bicycle Storage
Lot 203 on SP297881	SOB	Bicycle Storage
Lot 204 on SP297881	S36	Bicycle Storage
Lot 205 on SP297881	S09	Bicycle Storage
Lot 206 on SP297881	S37	Bicycle Storage
Lot 207 on SP297881	S10	Bicycle Storage
Lot 208 on SP297881	S38	Bicycle Storage
Lot 209 on SP297881	S11	Bicycle Storage
Lot 210 on SP297881	S39	Bicycle Storage
Lot 211 on SP297881	S12	Bicycle Storage
Lot 301 on SP297881	S13	Bicycle Storage
Lot 302 on SP297881	S40	Bicycle Storage
Lot 303 on SP297881	S14	Bicycle Storage
Lot 304 on SP297881	S41	Bicycle Storage

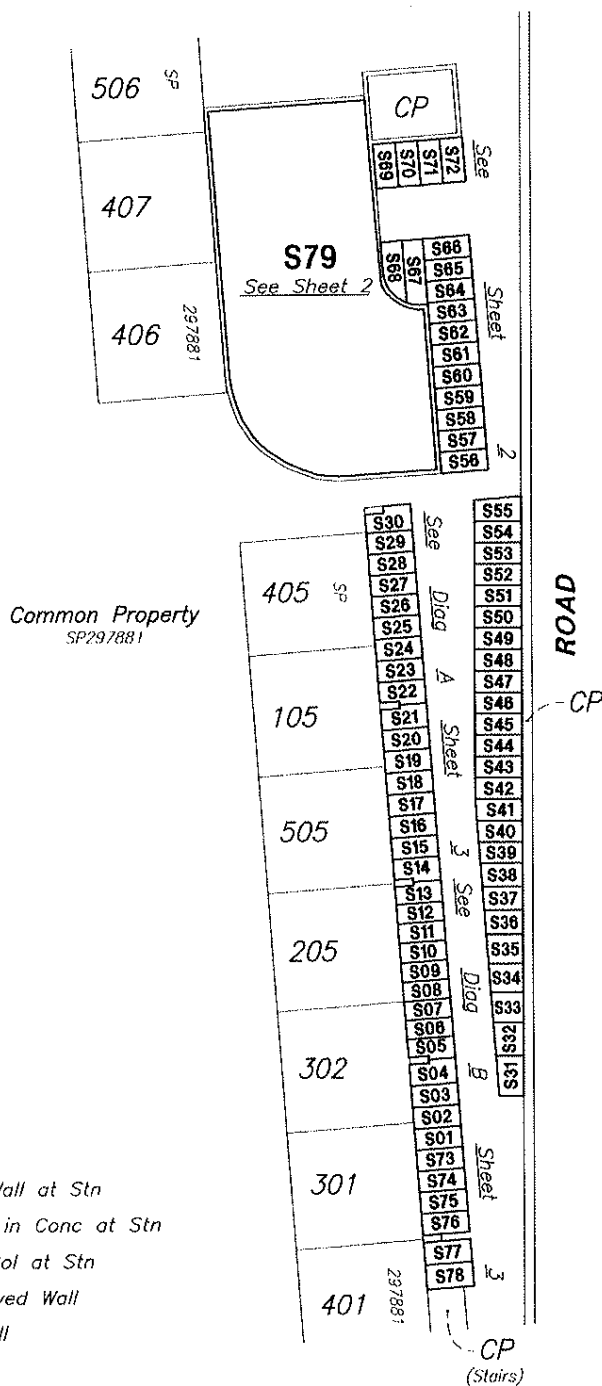
Lot 305 on SP297881	S15	Bicycle Storage
Lot 306 on SP297881	S42	Bicycle Storage
Lot 307 on SP297881	S16	Bicycle Storage
Lot 308 on SP297881	S43	Bicycle Storage
Lot 309 on SP297881	S17	Bicycle Storage
Lot 310 on SP297881	S44	Bicycle Storage
Lot 311 on SP297881	S18	Bicycle Storage
Lot 401 on SP297881	S19	Bicycle Storage
Lot 402 on SP297881	S45	Bicycle Storage
Lot 403 on SP297881	S20	Bicycle Storage
Lot 404 on SP297881	S46	Bicycle Storage
Lot 405 on SP297881	S21	Bicycle Storage
Lot 406 on SP297881	S47	Bicycle Storage
Lot 407 on SP297881	S22	Bicycle Storage
Lot 408 on SP297881	S48	Bicycle Storage
Lot 409 on SP297881	S23	Bicycle Storage
Lot 410 on SP297881	S49	Bicycle Storage
Lot 411 on SP297881	S24	Bicycle Storage
Lot 501 on SP297881	S25	Bicycle Storage
Lot 502 on SP297881	S50	Bicycle Storage
Lot 503 on SP297881	S26	Bicycle Storage
Lot 504 on SP297881	S51	Bicycle Storage
Lot 505 on SP297881	S27	Bicycle Storage
Lot 506 on SP297881	S52	Bicycle Storage
Lot 507 on SP297881	S28	Bicycle Storage
Lot 508 on SP297881	S53	Bicycle Storage
Lot 509 on SP297881	S29	Bicycle Storage
Lot 510 on SP297881	S54	Bicycle Storage
Lot 511 on SP297881	S55	Bicycle Storage
Lot 601 on SP297881	S74	Bicycle Storage
Lot 602 on SP297881	S75	Bicycle Storage
Lot 603 on SP297881	S76	Bicycle Storage
Lot 604 on SP297881	S77	Bicycle Storage
Lot 605 on SP297881	S73	Bicycle Storage
Lot 606 on SP297881	S56	Bicycle Storage
Lot 607 on SP297881	S57	Bicycle Storage
Lot 608 on SP297881	S58	Bicycle Storage
Lot 609 on SP297881	S59	Bicycle Storage
Lot 610 on SP297881	S60	Bicycle Storage
Lot 611 on SP297881	S61	Bicycle Storage
Lot 701 on SP297881	S62	Bicycle Storage
Lot 702 on SP297881	S63	Bicycle Storage

Lot 703 on SP297881	S64	Bicycle Storage
Lot 704 on SP297881	S65	Bicycle Storage
Lot 705 on SP297881	S66	Bicycle Storage
Lot 706 on SP297881	S67	Bicycle Storage
Lot 707 on SP297881	S68	Bicycle Storage
Lot 708 on SP297881	S69	Bicycle Storage
Lot 709 on SP297881	S70	Bicycle Storage
Lot 710 on SP297881	S71	Bicycle Storage
Lot 711 on SP297881	S72	Bicycle Storage
Lot 1000 on SP297881	S31	Bicycle Storage
	S68	
	S79	

Sheet of

'VIRTUOSO' COMMUNITY TITLES SCHEME

LEVEL A



- 'U' denotes Cor Conc Wall at Stn
 'X' denotes D Hole Pld in Conc at Stn
 'Y' denotes Cor Conc Col at Stn
 — denotes End of Curved Wall
 // denotes Face of Wall
 [C] denotes Column
 CP denotes Common Property on SP297881

We RPS Australia East Pty Ltd (ACN 140292762)
 Cadastral Surveyor, certify that the details shown
 on this sketch plan are correct.

[Signature]
 1.2.2019

Authorised Delegate

Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over Part of the Common Property
 on Level A of "Virtuoso" CTS

LOCAL
 GOVERNMENT: **BRISBANE CITY** LOCALITY: **WEST END**

MERIDIAN: SP297881 DATE: 14/01/19 DRAWN: TJE SURVEYED: WK/CJM

RPS

RPS Australia East Pty Ltd
 ACN 140 292 762
 ABN 41 145 292 762
 Level 4 PG 5000
 125 Anderson Street
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 4000 4000 4000 4000
 T +61 7 300 10000
 F +61 7 300 10001
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A3

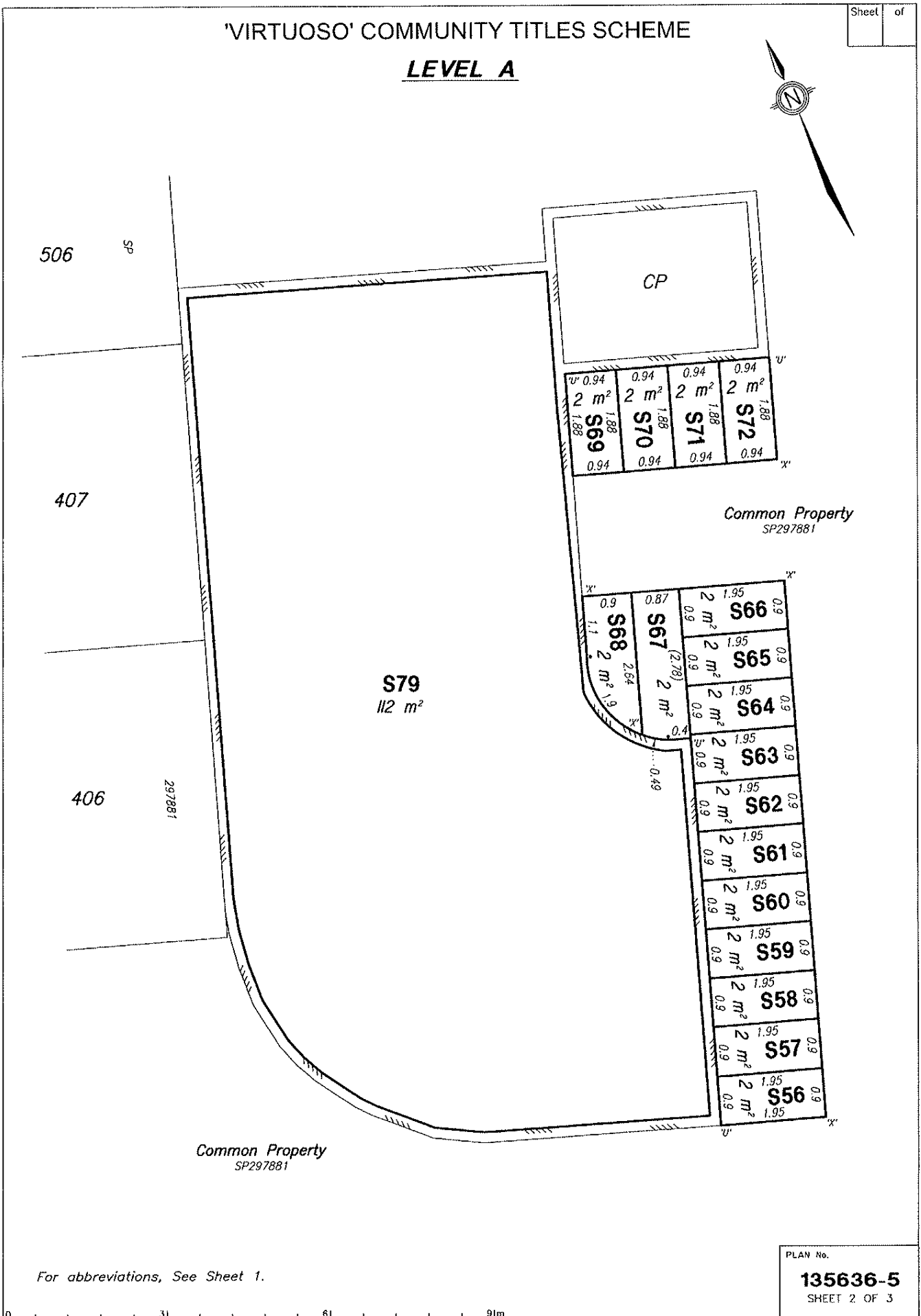
PLAN No.

135636-5

SHEET 1 OF 3

DWG FILE: 135636-5-Ex

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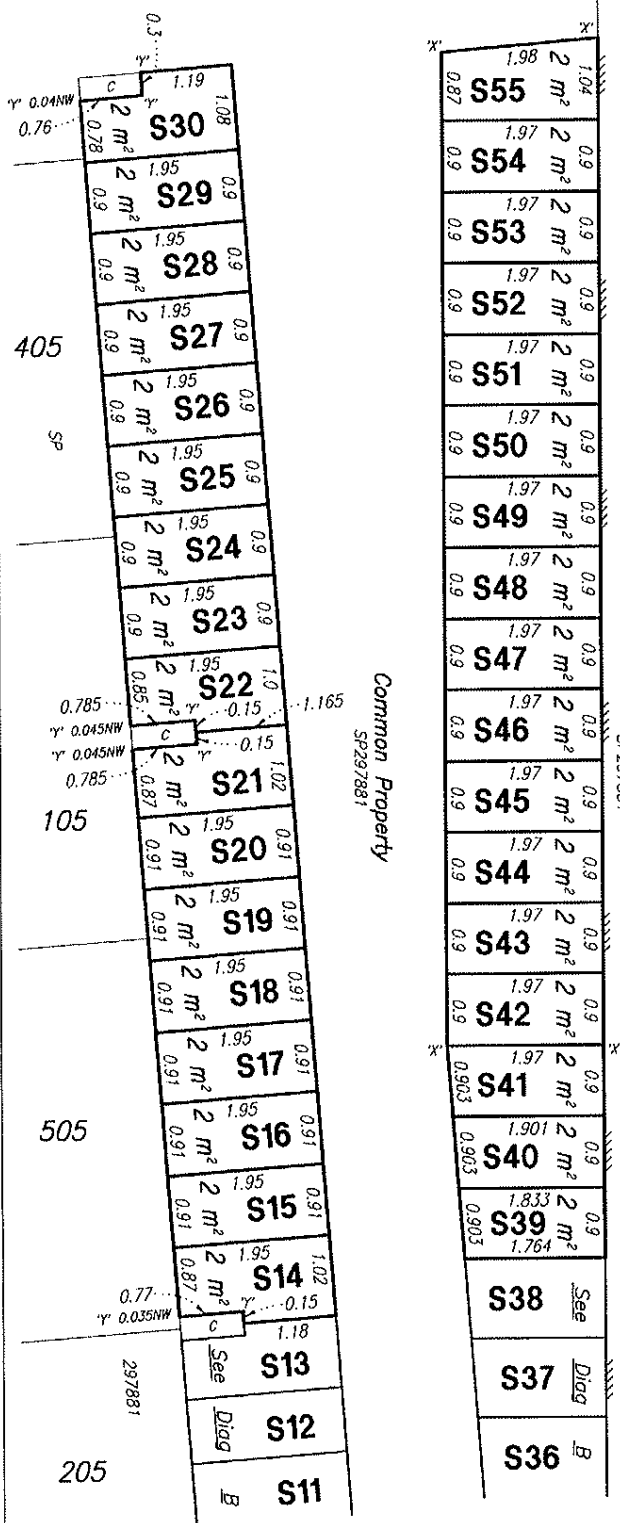


DIAGRAM A

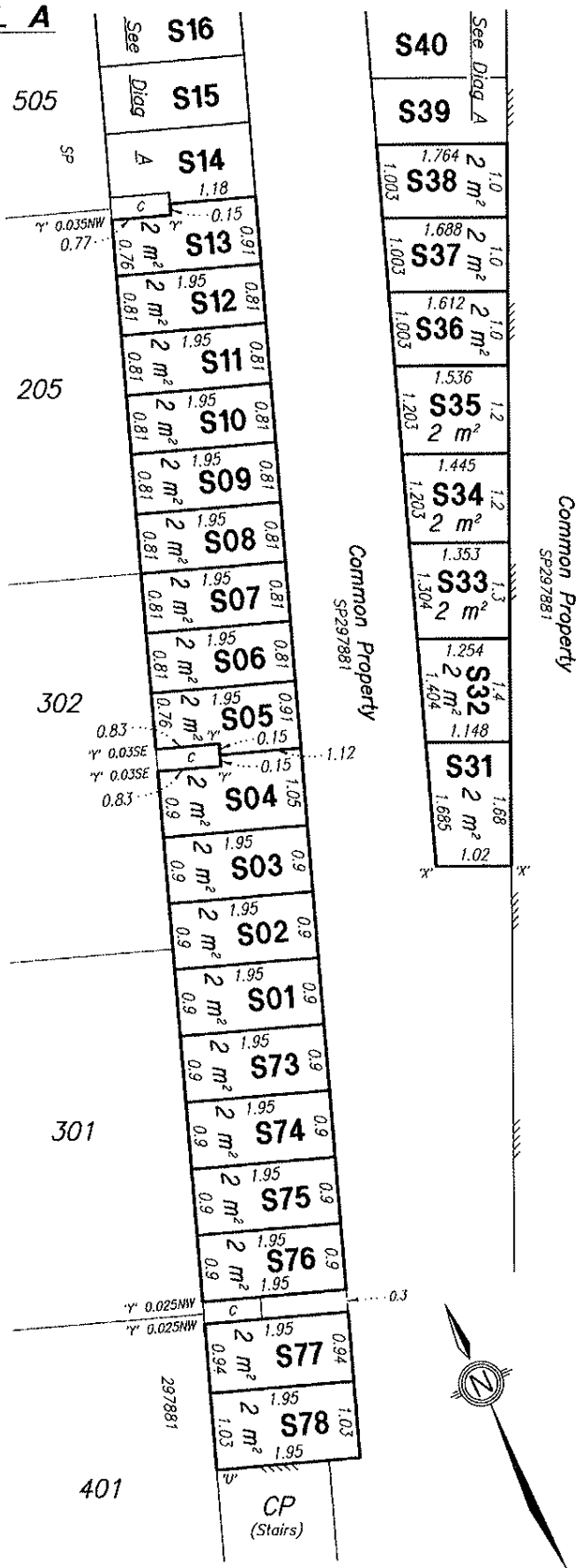


DIAGRAM B

PLAN No.

135636-5

SHEET 3 OF 3



Page of

VIRTUOSO C.T.S.Common
Property
SP 2134084
RP 1186103
RP 118609Emt E
SP 2366069
SP 271855**BUILDING**
8 Storey Concrete BuildingCommon
Property
SP 297881Emt A
SP 302192

ROAD

FERRY**ROAD**

- — — — — EXTENT OF SCHEME LAND
- T — TELECOMMUNICATIONS
- S — SEWERAGE RETICULATION
- W — WATER RETICULATION
- D — STORMWATER DRAINAGE

0 5 10 15 20 25 30

SCALE 1 : 500 @ A4

Important Note

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(c) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose.

Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.

SERVICES LOCATION DIAGRAM**SHEET 1 OF 2****VIRTUOSO CTS**

DATE : 13 NOV 2018

DWG NAME : 135636-4-SLD

DWG # 135636-4/1A

