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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint



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\$73.70 03/08/2012 16:11

IH 470

1. Nature of request

Request to Record New Community Management Statement for Q on Quarrion Community Titles Scheme 43310 Lodger (Name, address, E-mail & phone number)

Renton-Vedelago Solicitors PO Box 1452, Kenmore Qld 4069

Tel: 07 3374 3333

Email:rentonvedelago@bigpond.com

Lodger Code BE2052

Title Reference

2. Lot on Plan Description

Common Property of Q on Quarrion Community Titles Scheme 43310

County Stanley

Parish Kedron

50870157

3. Registered Proprietor/State Lessee

Body Corporate for Q on Quarrion Community Titles Scheme 43310

4. Interest

Not Applicable

5. Applicant

Body Corporate for Q on Quarrion Community Titles Scheme 43310

6. Request

I hereby request that the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Q on Quarrion Community Titles Scheme 43310.

7. Execution by applicant

Karen Lee-Anne Renton-Vedelago Solicitor

3/8/12

Execution Date

Applicant's or Solicitor's Signature

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

QUEENSLAND LAND REGISTRY

NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3 Page 1 of 15

Body Corporate and Community Management Act 1997

This statement incorporates and must include the following:

43310

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 of community titles scheme

Q on Quarrion Community Titles Scheme 43310

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Q on Quarrion Community Titles Scheme 43310

4. Scheme land

Lot on Plan Description

County

Parish

Title Reference

See Enlarged Panel

5. *Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997
signed
name and designation
name of Local Government

8. Execution by original owner/Consent of body corporate

Body Corporate for Con Quarrion CTS 43310

24/7/2012

Execution Date

VERNOR ALERED SMERDON CHairman *Execution

*Original owner to execute to 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 <u>Body Corporate and Community Management Act 1997</u> and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

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

SCHEDULE / ENLARGED PANEL / ADDITIONAL PAGE / DECLARATION

Form 20 Version 2 Page 2 of 15

Q on Quarrion Community Titles Scheme 43310

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Q on Quarrion			
Community Titles Scheme 43310 Lot 1 on SP 234578	Stanley	Kedron	50870157
	Stanley	Kedron	50870158
Lot 2 on SP 234578	Stanley	Kedron	50870159
Lot 3 on SP 234578	Stanley	Kedron	50870160
Lot 4 on SP 234578	Stanley	Kedron	50870161
Lot 5 on SP 234578	Stanley	Kedron	50870162
Lot 6 on SP 234578	Stanley	Kedron	50870163
Lot 7 on SP 234578	Stanley	Kedron	50870164
Lot 8 on SP 234578	Stanley	Kedron	50870165
Lot 9 on SP 234578	Stanley	Kedron	50870166
Lot 10 on SP 234578	Stanley	Kedron	50870167
Lot 11 on SP 234578	Stanley	Kedron	50870168
Lot 12 on SP 234578	Stanley	Kedron	50870169
Lot 13 on SP 234578	Stanley	Kedron	50870170
Lot 14 on SP 234578	Stanley	Kedron	50870171
Lot 15 on SP 234578	Stanley	Kedron	50870172
Lot 16 on SP 234578	Stanley	Kedron	50870173
Lot 17 on SP 234578	Stanley	Kedron	50870174
Lot 18 on SP 234578	Stanley	Kedron	50870175
Lot 19 on SP 234578	Stanley	Kedron	50870176
Lot 20 on SP 234578	Stanley	Kedron	50870177
Lot 21 on SP 234578	Stanley	Kedron	50870178
Lot 22 on SP 234578	Stanley	Kedron	50870179
Lot 23 on SP 234578	Stanley	Kedron	50870180
Lot 24 on SP 234578	Stanley	Kedron	50870181
Lot 25 on SP 234578	Stanley	Kedron	50870182
Lot 26 on SP 234578	Stanley	Kedron	50870183
Lot 27 on SP 234578	Stanley	Kedron	50870184
Lot 28 on SP 234578	Stanley	Kedron	50870185
Lot 29 on SP 234578	Stanley	Kedron	50870186
Lot 30 on SP 234578	Stanley	Kedron	50870187

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 234578	1	1
Lot 2 on SP 234578	1	1
Lot 3 on SP 234578	1	1
Lot 4 on SP 234578	1	1
Lot 5 on SP 234578	1	1
Lot 6 on SP 234578	1	1
Lot 7 on SP 234578	1	1
Lot 8 on SP 234578	1	1
Lot 9 on SP 234578	1	1
Lot 10 on SP 234578	1	1
Lot 11 on SP 234578	1	1
Lot 12 on SP 234578	1	1
Lot 13 on SP 234578	1	1
Lot 14 on SP 234578	1	1
Lot 15 on SP 234578	1	1
Lot 16 on SP 234578	1	1
Lot 17 on SP 234578	1	1
Lot 18 on SP 234578	1	1
Lot 19 on SP 234578	1	1
Lot 20 on SP 234578	1	1
Lot 21 on SP 234578	1	1
Lot 22 on SP 234578	1	1
Lot 23 on SP 234578	1	1
Lot 24 on SP 234578	1	1
Lot 25 on SP 234578	1	1
Lot 26 on SP 234578	1	1
Lot 27 on SP 234578	1	1
Lot 28 on SP 234578	1	1
Lot 29 on SP 234578	1	1
Lot 30 on SP 234578	1	1
	30	30

The contribution schedule principle under s46 (7) of the *Body Corporate and Community Management Act* (1997) on which the contribution schedule lot entitlements have been decided is the equality principle.

The interest schedule lot entitlements have been determined in accordance with the market value principle under s46 (8) of the Body Corporate and Community Management Act (1997).

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS

Noise

1. The occupier of a lot must not create or permit the creation of noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Vehicles

- 2. (1) The occupier of a lot must not, without the body corporate's written approval -
 - (a) park a vehicle, or allow a vehicle to stand, on common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property,
 - except for the designated visitor parking which must remain available at all times for the sole use of visitor vehicles.
 - (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
 - (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

Obstruction

3. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to Lawns etc

- 4. (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.
 - (2) An approval under subsection (1) must state the period for which it is given.
 - (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Damage to Common Property

- (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.
 - (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.
 - (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

Behaviour of Invitees

6. An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

Leaving of Rubbish etc on Common Property

7. The 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 the common property by someone else.

Appearance of a Lot

- 8. (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
 - (2) The occupier of a lot must not, without the body corporate's written approval -
 - (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land.
 - (3) This section does not apply to a lot created under a standard format plan of subdivision.

Storage of Flammable Materials

- 9. (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
 - (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.
 - (3) However, this section 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.

Garbage Disposal

- 10. (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep receptacles for garbage in a clean and dry condition and adequately covered on the lot or on part of the common property designated by the body corporate for the purpose.
 - (2) The occupier of a lot must –
 - (a) comply with all local government laws about disposal of garbage; and
 - (c) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

Keeping of Animals

- 11.(1) The occupier of a lot must not, without the body corporate's written approval
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
 - (2) The occupier must obtain the body corporate's written approval before bringing or permitting an invitee to bring an animal onto the lot or the common property.

Guide Dogs

N.B. By-law 11 does not apply to 'Guide Dogs' in accordance with Section 181(1), (2) & (3) of the Act.

Exclusive Use

12. The proprietors of the lots identified in Schedule E are entitled to the exclusive use and enjoyment of the common property areas allocated therein and as identified on the Sketch Plan marked 'A' attached hereto. The proprietors shall be responsible at their own expense for the maintenance of such areas.

Balconies and Terraces

All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane City Plan 2000 - Residential Code and clearly depicted on the approved drawings.

Use of Common Property Facilities

- 14. (1) An owner or occupier may use the swimming pool, swimming pool area and associated facilities on the Common Property (Facilities) subject to the following rules:
 - (a) the Facilities may not be used by invitees of owners or occupiers unless accompanied by the host lot owner or occupier;
 - (b) children below the age of 15 years must at all times be accompanied by an adult owner or occupier exercising effective control over them;
 - (c) alcoholic beverages are not to be consumed in or around the pool;
 - (d) running, rough play in or out of the water, excessive splashing, improper diving or running and jumping into the pool or any spa is prohibited;
 - (e) pets are not to be brought into the Facilities;
 - (f) an owner or occupier must not allow soap, bubble bath/gel, or shampoo to be used in the pool or any spa areas;
 - (g) the Facilities may only be allowed to be used between the hours of 6:00am and 9:00pm unless otherwise arranged with any onsite service contractor engaged by the Body Corporate or Committee;
 - (h) all equipment and appliances are to be used in a proper manner and operated in accordance with their
 operating instructions and left clean and tidy and available for the next users, failing which the lot owner
 or occupier will be liable for the cleaning costs incurred;
 - (i) no common property or body corporate assets are to be defaced, damaged or removed;
 - (j) the Body Corporate or any onsite service contractor engaged by the Body Corporate may operate a reservation system for the Facilities and assets with which owners and occupiers must comply;
 - (k) Facilities may only be used in such a manner that is not likely to interfere with the peaceful enjoyment of any person lawfully in a lot or on the Common Property;
 - (I) Owners and occupiers are responsible to ensure their invitees comply with these rules;
 - (m) If congestion is experienced in the use of the Facilities, the Committee may arrange for the implementation of systems for the mutual benefit of owners and occupiers of lots; and
 - (n) An owner or occupier must not without proper authority operate, adjust or interfere with the operation of any of the Facilities.
 - (2) Notwithstanding By-law 14(1), the Committee may, from time to time, make other rules regarding the Facilities with which lot owners and occupiers must comply.
 - (3) The Manager/Caretaker may at the direction of the Committee operate a booking system to enable owners or occupiers of lots to reserve reasonable parts of the Common Property for functions from time to time and in operating such a booking system the Manager/Caretaker:
 - (a) will allocate bookings on a first come first served basis;
 - (b) may require a deposit of \$100.00 or such other amount as the Committee determines appropriate to cover the cost of cleaning and repair of Common Property and if in the reasonable opinion of the Manager/Caretaker, the Common Property has not been properly cleaned after the function or damage

- has occurred to the Common Property as a result of the function, then the Manager/Caretaker may withhold the deposit and apply it to such cleaning and repair; and
- (c) must comply with the reasonable requirements of the Committee in relation to the management and operation of the booking system notified to the Manager/Caretaker from time to time.

Use of Lots

- 15. (1) Subject to By-law 15(2), a lot shall only be used for residential purposes.
 - (2) The Manager's Lot may be used for:
 - (a) residential purposes;
 - (b) management purposes including caretaking services and/or letting services;
 - (c) commercial purposes strictly in accordance with the management of the Community Titles Scheme: or
 - (d) any other lawful purpose.
 - (3) No lot is to be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any purpose that may endanger the safety or good reputation of persons residing within the Community Titles Scheme.

Manager's Lot

- 16. (1) The Body Corporate has the power and it is the function of the Body Corporate to prohibit any person or corporation, other than the owner or occupier of the Manager's Lot, from using any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or the letting of the lots within the Scheme Land.
 - Whilst there is an agreement with the owner or occupier of the Manager's Lot for such owner or occupier to provide services for the management and caretaking of the Common Property (a "Caretaking Agreement") and/or an agreement for such owner or occupier to provide letting and ancillary services to those lot owners who wish to avail themselves of these services (a "Letting Agreement"), then
 - (a) The Body Corporate will not itself, directly or indirectly provide any of the services set out in the Caretaking or Letting Agreements;
 - (b) The Body Corporate will not allow any person or company other than the party to such Caretaking or Letting Agreements to provide, from the Scheme Land, any of the services set out in the Agreements;
 - (c) The Body Corporate will not enter into an agreement similar to the Caretaking and Letting Agreements with any other person or company;
 - (d) The owner or occupier of the Manager's Lot will be entitled to erect and display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Caretaking and/or Letting Agreements;
 - (e) The Body Corporate must not grant to any other person or company the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate, nor any of its members individually, directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land; and
 - (f) The Body Corporate must not make any part of the Common Property available to any person or company other than the party to such Agreements for the purpose of conducting a letting business.
 - (3) Neither the Common Property nor any lot, other than the Manager's Lot, may be used for the purpose of carrying on the business of caretaking of the Common Property or the provision of letting and/or ancillary services to owners or occupiers of lots who wish to avail themselves of such services.

Power to Enter into Agreements

17. (1) The Body Corporate has the power and it is a function of the Body Corporate to enter into agreements or arrangements in relation to the following:

- (a) An agreement with a Letting Agent whereby the Letting Agent has the exclusive right to carry out a letting service of lots within the Scheme Land;
- (b) An agreement with the Manager/Caretaker to carry out caretaking duties within the Scheme Land; and
- (c) Service facility agreements.

Restriction on the Erection of External Structures

18. An owner or occupier of a lot must not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on the Common Property except with the written approval of the Body Corporate. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be removed with or without notice by the Body Corporate and each of its employees, agents and contractors and any entry onto the lot in pursuance of this by-law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner or occupier of the lot as a liquidated debt. This by-law shall not apply to the Original Owner.

Water Closets

19. The water closets and conveniences and other such water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes or drains from misuse or negligence shall be borne by the owner or occupier of the lot whether the same is caused by his own actions or omissions or those of his servants, agents, licensees or invitees.

Display Units

20. Whilst the Original Owner remains an owner of any lot within the Scheme, it and its officers, servants and/or agents shall be entitled to use any lot or lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such lot and for this purpose shall be entitled to use such signs, advertising or display material in or about the lot and Common Property as it thinks fit. Any such signs shall be attractive and tasteful having regard to the general appearance of the Scheme Land and shall not at any time be more in terms of number and size than is reasonably necessary.

Sale of Lots

- 21. (1) The owner or occupier of a lot must not erect any signage for the sale of their lot on the Common Property without the prior written consent of the Body Corporate which may be given with or without conditions.
 - (2) This by-law does not apply to the Original Owner and the Letting Agent.

Insurance

22. Owners or occupiers of the lots shall not bring onto, do or keep anything in their lots which may increase the rate of insurance or void any insurance obtained in respect of the Scheme Land.

Recovery of Moneys

23. If a person breaches the Act or these by-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the rectification costs incurred as a liquidated debt from the owner or occupier of the relevant lot at the time the breach occurred.

Recovery of Costs

- 24. (1) An owner must pay on demand the whole of the Body Corporate's costs and expenses, including solicitor and own client costs, plus any GST properly chargeable in respect of those costs and expenses, in connection with:
 - (a) Recovering levies or moneys payable to the Body Corporate pursuant to the Act or these by-laws levied upon the owner by the Body Corporate or otherwise pursuant to these by-laws; and
 - (b) All legal or other proceedings concluded by way of settlement or court determination in favour of the Body Corporate taken by or against the owner or occupier of a lot.

- (2) The amount of any such costs shall be deemed to be a liquidated debt due by the owner to the Body Corporate.
- (3) If the owner fails to pay any such costs upon demand, the Body Corporate may:
 - (a) Take action for the recovery of those costs in a court of competent jurisdiction; and/or
 - (b) Enter such costs and expenses against the levy account of the owner.
- (4) In this by-law, a reference to an owner shall be deemed to include a reference to a mortgagee in possession of any owner's lot.
- (5) The Body Corporate may include any costs payable to it under this by-law on any certificate issued in respect of the lot under the Act.

Severability

- 25. If it is held by a court of competent jurisdiction that:
 - (a) Any part of these by-laws is void, voidable or unenforceable; or
 - (b) These by-laws would be void, voidable or unenforceable unless some part of them was severed from the remainder of them,

then that part will be severable and severed from the by-laws without affecting the continued operation of the remainder.

Definitions

26. In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

"the Act" means the *Body Corporate and Community Management Act* 1997 as amended from time to time:

"Letting Agent" means the person or company authorised by the Body Corporate to carry out the letting

of lots within the Community Titles Scheme;

"Manager or Caretaker" means the person or company engaged by the Body Corporate to carry out caretaking

duties in respect of the Community Titles Scheme;

"Manager's Lot" means the lot or lots notified to the Body Corporate by the Original Owner to be used for

the provision of caretaking and/or letting services, which lot or lots may not be changed

without the Manager's approval;

"Original Owner" means Survey Consultants Pty Ltd A.C.N. 009 776 121 and includes its successors and

assigns;

"Scheme Land" means the Scheme Land identified in Item 4 of the Community Management Statement

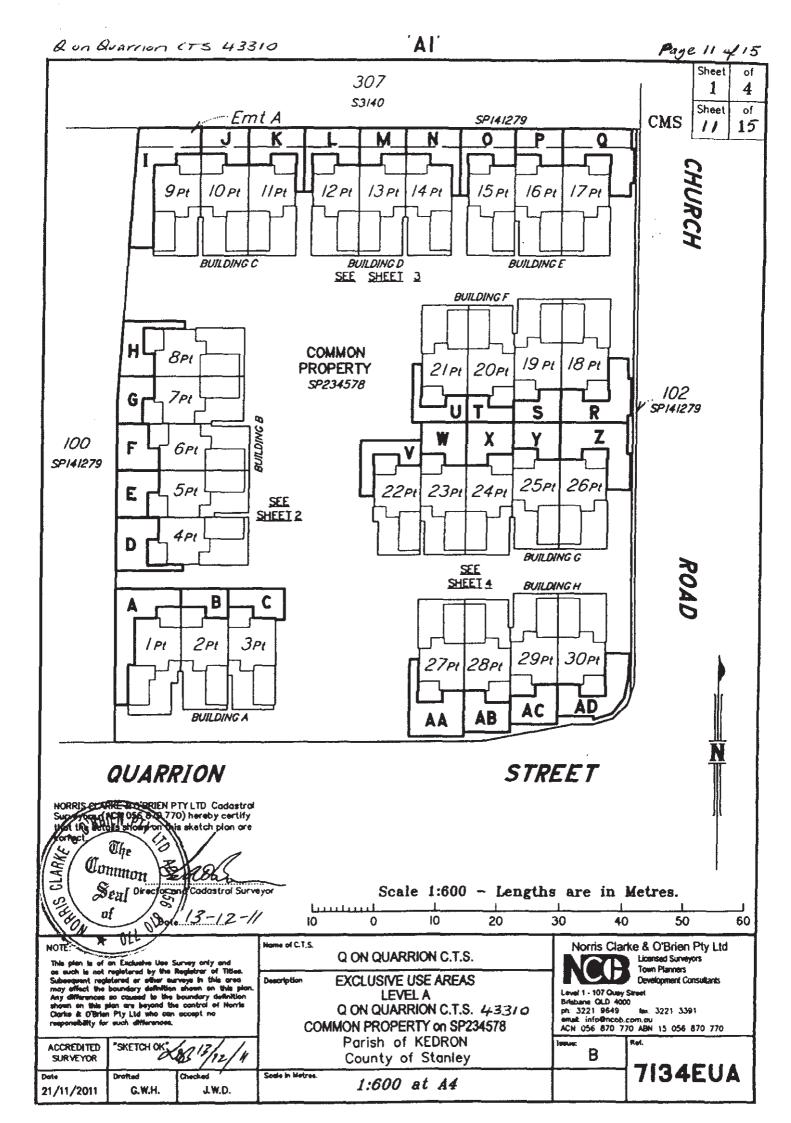
SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

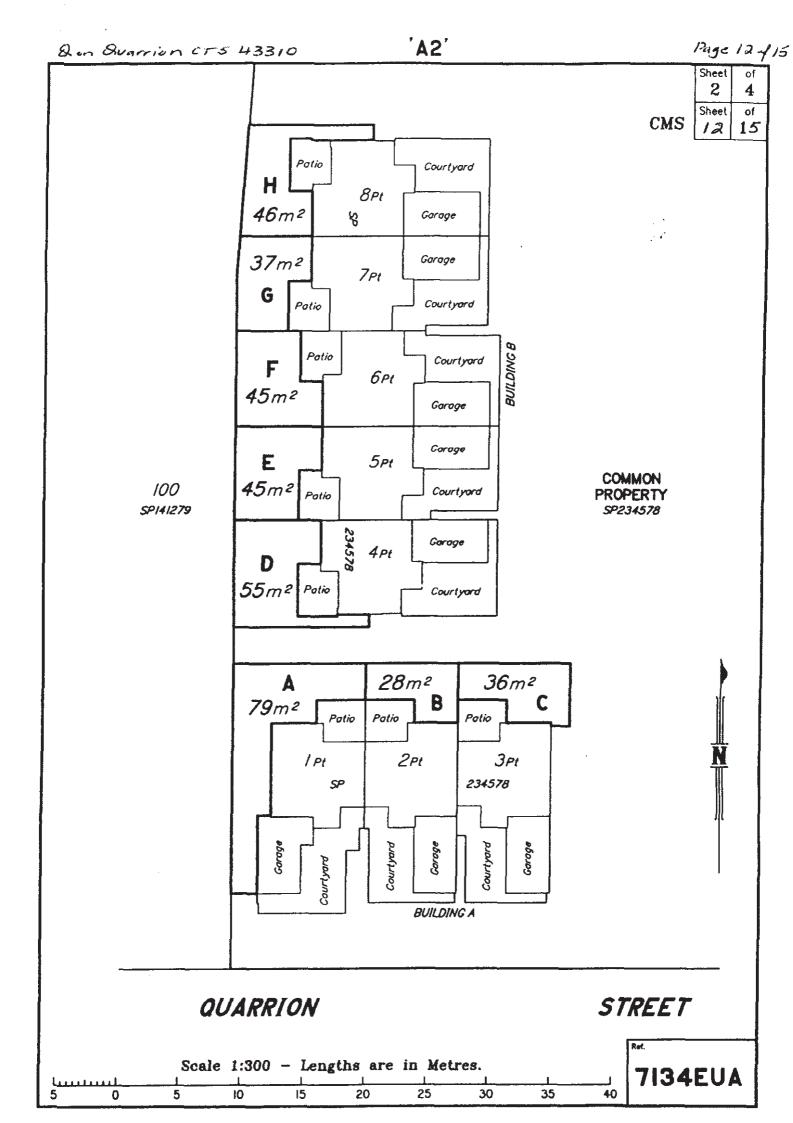
A Services Location Diagram (SLD) identifying the service easements is annexed hereto and marked 'B'. The Lots and Common Property (CP) affected by the service easements and statutory easements are set out below:

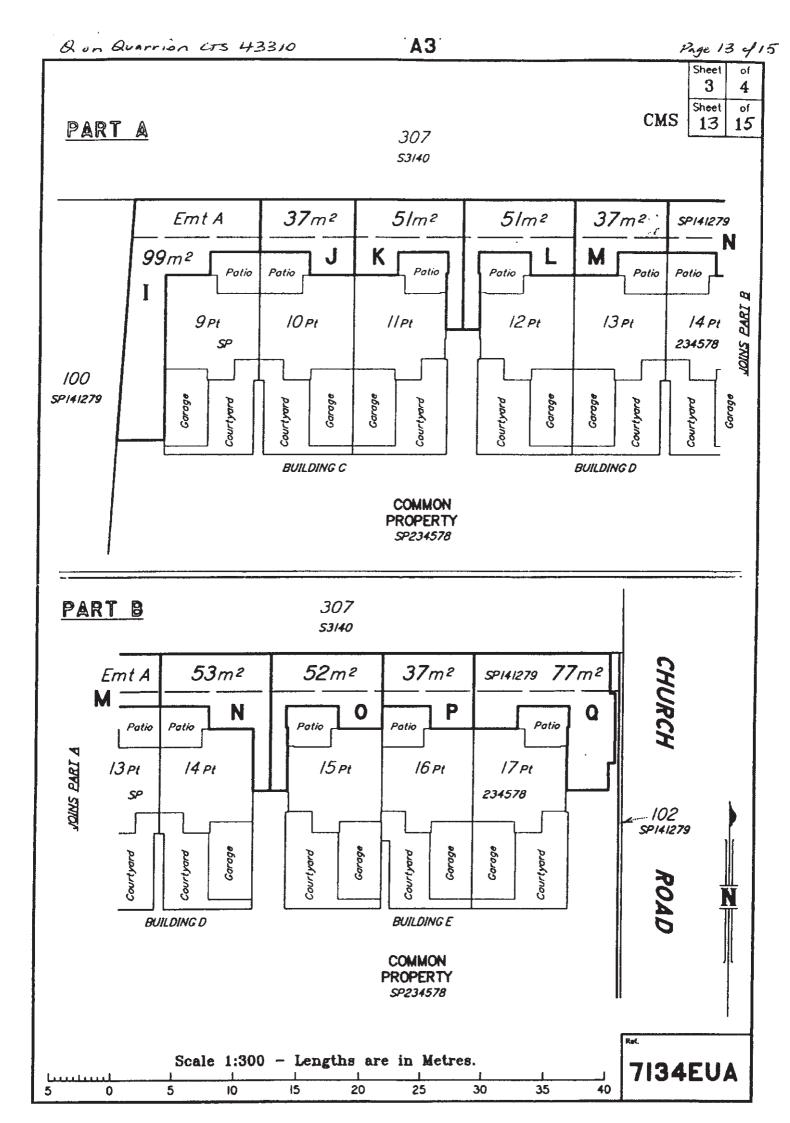
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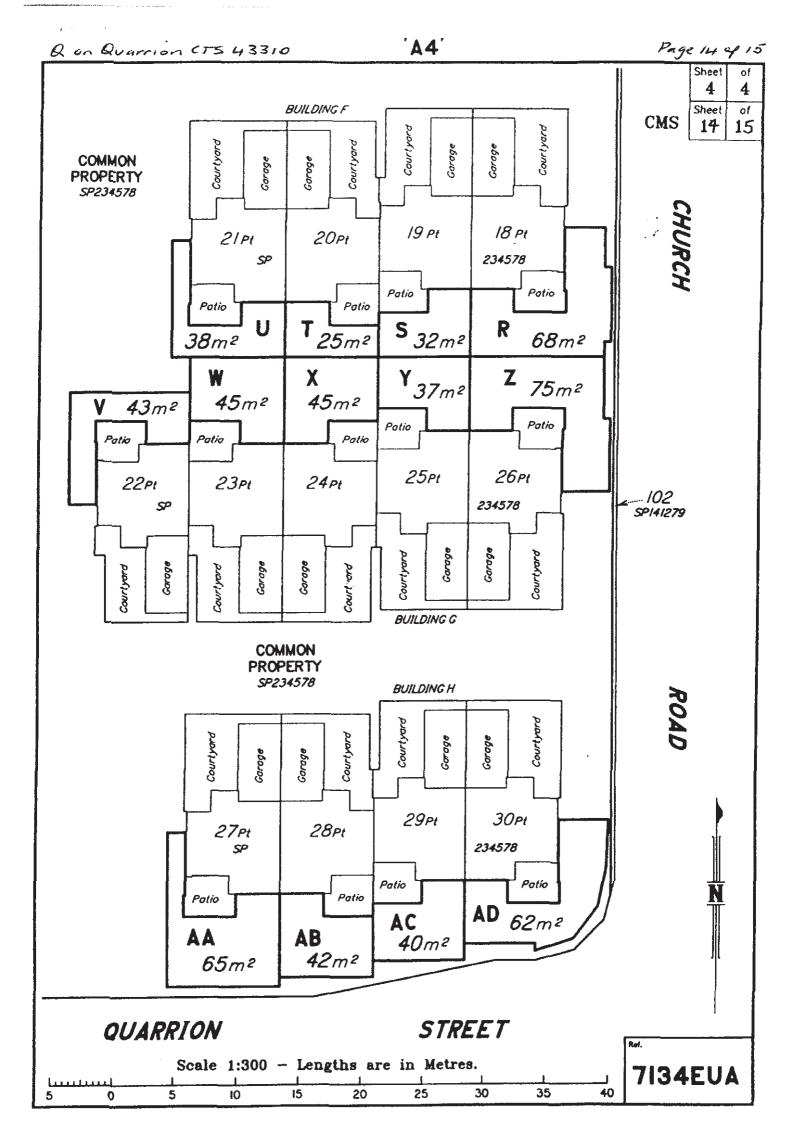
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

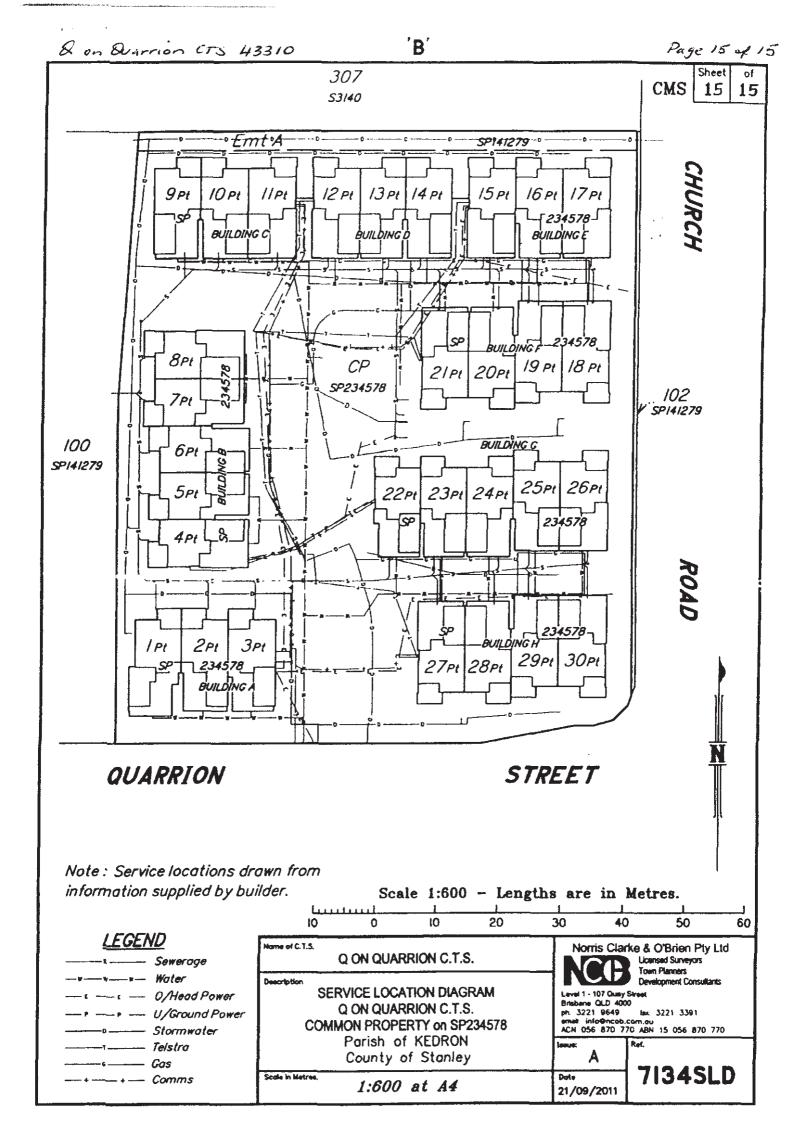
Lot 1 on SP 234578 Lot 2 on SP 234578 Area 'A' on Sketch Plan marked 'A1 & A2' Lot 3 on SP 234578 Area 'C' on Sketch Plan marked 'A1 & A2' Lot 4 on SP 234578 Area 'C' on Sketch Plan marked 'A1 & A2' Lot 4 on SP 234578 Area 'E' on Sketch Plan marked 'A1 & A2' Lot 6 on SP 234578 Area 'F' on Sketch Plan marked 'A1 & A2' Lot 7 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A2' Lot 8 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A2' Lot 10 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A2' Lot 11 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Lot 11 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Courtyard Lot 11 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Lot 11 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Courtyard Lot 12 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Courtyard Lot 13 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Courtyard Lot 13 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Courtyard Lot 14 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A3' Courtyard Lot 15 on SP 234578 Area 'M' on Sketch Plan marked 'A1 & A3' Courtyard Lot 15 on SP 234578 Area 'O' on Sketch Plan marked 'A1 & A3' Courtyard Lot 16 on SP 234578 Area 'P' on Sketch Plan marked 'A1 & A3' Courtyard Lot 17 on SP 234578 Area 'P' on Sketch Plan marked 'A1 & A3' Courtyard Lot 19 on SP 234578 Area 'R' on Sketch Plan marked 'A1 & A4' Courtyard Lot 19 on SP 234578 Area 'R' on Sketch Plan marked 'A1 & A4' Courtyard Lot 19 on SP 234578 Area 'R' on Sketch Plan marked 'A1 & A4' Courtyard Lot 20 on SP 234578 Area 'S' on Sketch Plan marked 'A1 & A4' Courtyard Lot 21 on SP 234578 Area 'T' on Sketch Plan marked 'A1 & A4' Courtyard Lot 22 on SP 234578 Area 'U' on Sketch Plan marked 'A1 & A4' Courtyard Lot 22 on SP 234578 Area 'U' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 3 on SP 234578 Area 'C' on Sketch Plan marked 'A1 & A2' Lot 4 on SP 234578 Area 'D' on Sketch Plan marked 'A1 & A2' Courtyard Lot 5 on SP 234578 Area 'E' on Sketch Plan marked 'A1 & A2' Courtyard Lot 6 on SP 234578 Area 'F' on Sketch Plan marked 'A1 & A2' Courtyard Lot 7 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A2' Lot 8 on SP 234578 Area 'H' on Sketch Plan marked 'A1 & A2' Lot 9 on SP 234578 Area 'I' on Sketch Plan marked 'A1 & A3' Lot 10 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Lot 11 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Lot 12 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Lot 13 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Lot 14 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Courtyard Lot 15 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Courtyard Lot 16 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Courtyard Lot 17 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Courtyard Lot 16 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Courtyard Lot 17 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A3' Courtyard Lot 18 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 19 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 19 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 20 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 20 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 20 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 21 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 21 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 21 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard Lot 21 on SP 234578 Area 'G' on Sketch Plan marked 'A1 & A4' Courtyard
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Lot 22 on SP 234578 Area 'V' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 23 on SP 234578 Area 'W' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 24 on SP 234578 Area 'X' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 25 on SP 234578 Area 'Y on Sketch Plan marked 'A1 & A4' Courtyard
Lot 26 on SP 234578 Area 'Z' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 27 on SP 234578 Area 'AA' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 28 on SP 234578 Area 'AB' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 29 on SP 234578 Area 'AC' on Sketch Plan marked 'A1 & A4' Courtyard
Lot 30 on SP 234578 Area 'AD' on Sketch Plan marked 'A1 & A4' Courtyard











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Our Ref: KRV:95651/3

The Registrar of Titles
Department of Environment
& Resource Management
IPSWICH

27 August 2012

Dear Sir,

RE: Q ON QUARRION CTS 43310 – NEW COMMUNITY MANAGEMENT STATEMENT DEALING NUMBER 714606563

On the 3rd August 2012, we lodged a Request for a New Community Management Statement for Q on Quarrion CTS 43310 under Dealing Number 714606563.

On the 7th August 2012, the document was requisitioned on the basis that the execution in Item 8 must be by two members of the committee.

On the 23rd July 2012, the Body Corporate for Q on Quarrion CTS 43310 held an extraordinary general meeting of the Body Corporate. At this meeting, an ordinary resolution was passed whereby the Body Corporate agreed to adopt a New Community Management Statement (New CMS) and affix its seal to the New CMS in the presence of the Secretary acting alone.

On the 24th July 2012, the seal was affixed to the New CMS and was signed by the Chairman and Secretary of the Body Corporate, Vernon Alfred Smerdon. There are no other committee members. Mr Smerdon is a director of Survey Consultants Pty Ltd, which is the sole registered proprietor of all thirty (30) lots within the Q on Quarrion Community Titles Scheme.

We <u>enclose</u> a certified copy of the Minutes of the Extraordinary General Meeting of the Body Corporate for Q on Quarrion CTS 43310 passed on the 23rd July 2012 which have been signed by the Secretary of the Body Corporate. The Minutes contain the ordinary resolution which evidences the authority for the execution of the document by the Secretary of the Body Corporate acting alone.

Yours faithfully,

RENTON-VEDELAGO SOLICITORS

KAREN RENTON-VEDELAGO

Liability limited by a scheme approved under professional standards legislation.

MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF THE BODY CORPORATE FOR "Q ON QUARRION" CTS NO. 43310 HELD IN THE OFFICE OF NORTH COAST BODY CORPORATE, 65 BULCOCK STREET, CALOUNDRA, ON MONDAY THE 23 JULY 2012 AT 10:00AM.

VOTING PAPERS: Mr Smerdon representing Survey Consultants Pty Ltd of Lots 1 - 30

PRESENT: Mr Kieran McMahon - North Coast Body Corporate Management Services

MOTION 1: Resolved that, by ordinary resolution, the minutes of the extraordinary

general meeting, previously circulated, held on the 17th February 2012

be confirmed as a correct record.

(30 votes for, nil against, nil abstain)

MOTION 2: Resolved that, by ordinary resolution, the Body Corporate agrees to

adopt a New Community Management Statement (New CMS) and affix it's seal to the New CMS in the presence of the Secretary acting alone.

(30 votes for, nil against, nil abstain)

MOTION 3: Resolved that, by ordinary resolution, the Body Corporate agrees to

enter into and execute a Caretaking Agreement with Quarrion

Management Pty Ltd ACN 159 052 776, by affixing its common seal in

the presence of the Secretary acting alone. (30 votes for, nil against, nil abstain)

MOTION 4: Resolved that, by ordinary resolution, the Body Corporate agrees to

enter into and execute a Letting Agreement with Quarrion Management Pty Ltd ACN 159 052 776, by affixing its common seal in the presence of

the Secretary acting alone. (30 votes for, nil against, nil abstain)

CLOSURE: There being no further business the meeting closed at 10.15.

Common Seal

Secretary of Body Corporate: Mr Vern Smerdon

C/- PO Box 534 CALOUNDRA QLD 4551

I, KAREN LEE-ANNE RENTON-VEDEZAGO, HEREBY

CERTIFY THAT THIS IS A TRUE AND CORRECT

COPY OF THE MINUTES OF THE EXTRADRDINARY

GENERAL MEETING OF THE BODY CORPORATE FOR

'Q ON QUARRION' CTS 43310 HEZD ON THE

23RD JULY 2012.

DATES THIS 27th AUGUST 2012

N. RAVILO

SOLICITOR