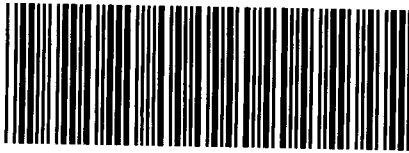


GENERAL REQUEST

227



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15/04/2025 13:42

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR WAVES
REDCLIFFE COMMUNITY TITLES SCHEME
42638

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

John Griffiths of 15/17 Marine Parade
Redcliffe QLD 4020 eMail
BCWaves17@gmail.com Ph 0406 [REDACTED]
Treasurer of Waves Redcliffe CTS 42638

Lodger
Code

2. Lot on Plan Description

Common property of Waves Redcliffe community
titles scheme 42638

Title Reference

50849996

3. Registered Proprietor/State Lessee

BODY CORPORATE WAVES REDCLIFFE COMMUNITY TITLES SCHEME 42638

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE WAVES REDCLIFFE COMMUNITY TITLES SCHEME 42638

6. Request

I hereby request that: the new community management statement deposited herewith which amends schedules C and E of the existing community management statement be recorded as the community management statement for Waves Redcliffe community titles scheme 42638 PURSUANT TO Adjudicator's Orders of 25-February-2025 on Application 0928-2024

7. Execution by applicant

John Griffiths,
Treasurer
Body Corporate for Waves Redcliffe CTS 42638

14/14/2025
Execution Date

Applicant's or Solicitor's Signature

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

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST AND

**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

42638

1. Name (including number) of CTS

WAVES REDCLIFFE COMMUNITY TITLES
SCHEME 42638

2. Regulation module

ACCOMMODATION

3. Name of body corporate

BODY CORPORATE FOR WAVES REDCLIFFE COMMUNITY TITLES SCHEME 42638

4. Scheme Land

Lot on Plan Description

Title Reference

COMMON PROPERTY OF WAVES REDCLIFFE
COMMUNITY TITLES SCHEME 42638

50849996

LOTS 1 TO 60 ON PLAN SP234902

5. Name and address of original owner

N/A

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

N/A

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')

N/A – see s. 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

Privacy Statement



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

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
WAVES REDCLIFFE	42638

2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature		Signature	
Signer Name	Robert Margetts	Signer Name	John Griffiths
Signer Authority	Person Specified as Signatory in the Body Corporate Resolution Authorising the Transaction	Signer Authority	Person Specified as Signatory in the Body Corporate Resolution Authorising the Transaction
Entity (if applicable)	Waves Redcliffe	Entity (if applicable)	Waves Redcliffe

Execution Date	14/04/2025	Execution Date	14/04/2025
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*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.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP234902	167	168
Lot 2 on SP234902	171	175
Lot 3 on SP234902	175	184
Lot 4 on SP234902	152	138
Lot 5 on SP234902	163	159
Lot 6 on SP234902	172	177
Lot 7 on SP234902	166	165
Lot 8 on SP234902	154	141
Lot 9 on SP234902	163	159
Lot 10 on SP234902	169	171
Lot 11 on SP234902	166	165
Lot 12 on SP234902	154	141
Lot 13 on SP234902	163	160
Lot 14 on SP234902	169	171
Lot 15 on SP234902	166	165
Lot 16 on SP234902	154	141
Lot 17 on SP234902	163	160
Lot 18 on SP234902	169	171
Lot 19 on SP234902	166	166
Lot 20 on SP234902	154	142
Lot 21 on SP234902	163	160
Lot 22 on SP234902	169	172
Lot 23 on SP234902	166	166
Lot 24 on SP234902	154	142
Lot 25 on SP234902	163	160
Lot 26 on SP234902	169	172
Lot 27 on SP234902	166	166
Lot 28 on SP234902	154	142
Lot 29 on SP234902	237	305
Lot 30 on SP234902	247	325
Lot 31 on SP234902	166	165
Lot 32 on SP234902	154	141
Lot 33 on SP234902	153	139
Lot 34 on SP234902	187	207
Lot 35 on SP234902	189	210
Lot 36 on SP234902	172	177
Lot 37 on SP234902	154	142
Lot 38 on SP234902	165	164
Lot 39 on SP234902	170	173
Lot 40 on SP234902	160	154
Lot 41 on SP234902	156	145
Lot 42 on SP234902	166	165
Lot 43 on SP234902	170	174
Lot 44 on SP234902	161	155
Lot 45 on SP234902	156	145

Lot on Plan	Contribution	Interest
Lot 46 on SP234902	166	165
Lot 47 on SP234902	170	174
Lot 48 on SP234902	161	155
Lot 49 on SP234902	156	145
Lot 50 on SP234902	166	165
Lot 51 on SP234902	170	174
Lot 52 on SP234902	161	155
Lot 53 on SP234902	156	146
Lot 54 on SP234902	166	165
Lot 55 on SP234902	170	174
Lot 56 on SP234902	161	155
Lot 57 on SP234902	156	146
Lot 58 on SP234902	166	166
Lot 59 on SP234902	171	175
Lot 60 on SP234902	161	155
TOTALS	10000	10000

The Relativity Principle has been used to determine the Contribution Schedule Lot Entitlement with reference to the following:

- (a) the way the Scheme is structured;
- (b) the nature, features and characteristics of the Lots;
- (c) the purposes for which the Lots are used; and
- (d) the impact the Lots may have on the costs of maintaining the Common Property.

The interest Schedule Lot Entitlements reflect the respective market values for the Lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

SCHEDULE C	BY-LAWS
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PART A - PRELIMINARY

1 Structure

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

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

2 Definitions and interpretation

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

- (a) 'Act' means the Body Corporate Community Management Act 1997 (Qld).

- (b) 'Body Corporate' means the Body Corporate established upon the registration of the Scheme.
- (c) 'Caretaking Service Contractor' means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) 'Common Property' means Scheme Land that is not included in a Lot.
- (e) 'Improvement' means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (f) 'Lot' means a lot in the Scheme.
- (g) 'Occupier' means any person that occupies a Lot.
- (h) 'Outdoor Area' means an area of a Lot, or of Common Property or a body corporate asset an Occupier of a Lot may use under an exclusive use by-law, including any of the following areas - a balcony, courtyard, patio or verandah.
- (i) 'Owner' means an owner of a Lot.
- (j) 'Regulation Module' means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) 'Scheme' means Waves Redcliffe CTS 42638.
- (l) 'Scheme Land' means any land within the Scheme, including any Lot and the Common Property.
- (m) 'Security Access Code' means any code used to gain access to something that is otherwise inaccessible.
- (n) 'Security Access Device' means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (o) 'Social Function' means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (p) 'Smoke' means -
- (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product: or
 - (ii) for a personal vaporiser—inhale through the vaporiser; or
 - (iii) for a hookah—inhale through the hookah.
- (q) 'Vehicle' includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
- (r) 'Visitor' means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Applicability of these by-laws

3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

3.2 Occupiers must:

- (a) comply with these by-laws to the extent they apply to an Occupier; and
- (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4 Tenancies

4.1 If an Owner lets their Lot for a term of six months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

- (a) the name of the tenant and all Occupiers;
- (b) the service address of the tenant;
- (c) the term of the tenancy;
- (d) the name and service address of any Owner's letting agent for the tenancy; and
- (e) any other information the Body Corporate may reasonably require.

5 Application and approval process

5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.

5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
- (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
- (c) grant its approval on reasonable and relevant conditions; or
- (d) refuse any application if it is reasonable to do so.

5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.

5.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

6 Development Approvals

6.1 All Development Approvals for the Scheme must be complied with. Any breach of the Development Approvals will constitute a breach of this by-law which will be enforced in accordance with the Act and Regulation Module.

7 Easements

7.1 An Owner or Occupier must:

- (a) duly observe the obligations of any easement imposed on the Body Corporate to such extent as they may apply to an Owner or Occupier; and
- (b) not, without the written approval of the Body Corporate, undertake or permit anything which may cause or contribute to a breach of any easement on the part of the Body Corporate.

7.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the easement (if any are required).

PART B -INTERFERENCES

8 Noise and nuisances

8.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:

- (a) causes a nuisance or hazard;
- (b) interferes unreasonably with the use or enjoyment of another Lot; or
- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

9 Obstruction

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

- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
- (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

10 Smoking

10.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke, on the Common Property or in an Outdoor Area.

11 Auctions

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

12 Parking

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

- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
- (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

13 Vehicles

13.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

14 Electric vehicle charging

14.1 An Owner or Occupier must not make any Improvement to the Common Property or their Lot in respect of electric Vehicle charging, including the installation of electric Vehicle charging infrastructure, which includes an electric Vehicle charger and specialised cable, without the prior written approval of the Body Corporate.

14.2 An Owner or Occupier must not (and must not allow a Visitor to) use an existing power point to the Common Property or their Lot in respect of electric Vehicle charging, without the prior written approval of the Body Corporate.

15 Communications

15.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

- (a) an annoyance;
- (b) a nuisance;
- (c) a hazard;
- (d) an unreasonable interference;
- (e) threatening or intimidating;
- (f) defamatory; or
- (g) anti-social.

PART C -WORKS

16 Damage

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

17 Common Property Improvements

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

17.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

18 Improvements to Body Corporate Items

18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
- (c) roofing membranes that are not common property but that provide protection for lots or common property;
- (d) foundation structures;
- (e) roofing structures providing protection; and
- (f) essential supporting framework, including but not limited to load-bearing walls.

19 Lot Improvements

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

20 External appearance of a lot

20.1 The Owner or Occupier of a Lot must not 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) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

21 Floor coverings

21.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

PART D - REGULATION OF USE**22 Animals**

22.1 Subject to section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the Lot or the Common Property; or
- (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

22.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:

- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
- (b) register the animal with the local council;
- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its owner.

23 Alienation

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

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
- (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

24 Common Property Garbage

24.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

24.2 An Owner or Occupier must:

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

25 Dangerous substances

25.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

26 Removals

26.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

27 No interference

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

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

28 Interference with support, shelter, utility infrastructure

28.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

29 Health and safety

29.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

30 Social functions

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

31 Use of lots

31.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes;
- (b) a home office that does not compete with the Caretaking Service Contractor; or
- (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

31.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

32 Letterbox

32.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

33 Security

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

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

34 Occupation of common property

34.1 Subject to section 136 of the Standard Module, the Caretaker shall be entitled to the exclusive occupation of such areas of the common property for the storage of any pool, garden or other equipment as may be allocated by the Body Corporate during the term of the Caretaker's agreement with the Body Corporate. The Caretaker shall be responsible, at its expense, for the maintenance of all areas of common property occupied by it.

PART E - EXCLUSIVE USE

35 Exclusive use schedule

35.1 The owners for the time being and from time to time of each lot identified in Schedule E shall be entitled to the exclusive use and enjoyment of such areas of common property as are allocated in and for the purposes specified in Schedule E as identified in the attached sketch plans on the following conditions:

- (a) the owner is responsible for the costs of maintaining the respective exclusive use areas in accordance with Section 173 of the Module;
- (b) the owner must not enclose or construct any structure on any exclusive use area (including any storage area in any car parking space) without first obtaining the written consent of the Committee, which consent may be given subject to conditions; and
- (c) the owner must allow the Body Corporate access to the exclusive use area at all reasonable times to enable inspection and maintenance.

35.2 The original owner or the original owner's agent is authorised to allocate to owners of Lots exclusive use of parts of the common property identified by the original owner or the original owner's agent and shown on exclusive plan attached hereto for the purpose of storage spaces. The original owner may make allocations under this by-law subject to conditions, including conditions in respect of maintenance and cleaning of any part of the common property over which exclusive use is given.

35.3 The owners of lots may vary, transpose or re-allocate any areas of common property allocated to them pursuant to this by-law by notice in writing delivered to the Body Corporate signed by the owner of the lot currently entitled to the exclusive use of such area or areas and by the owner of the lot to which it is proposed that the exclusive use of such area be transferred or with which it is proposed it be transposed provided such changes comply with the relevant provisions of the Local Government's planning scheme. Subject to such owners bearing all relevant costs, upon receipt of such notice together with an appropriate plan clearly describing the relevant area or areas the Body Corporate shall seal and lodge the appropriate documents in the Department of Environment and Resource Management to record such change.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. Statutory Easements

2. Each Lot and the Common Property within the Scheme is subject to each of the following statutory easements:

- (a) Easement for support (s.115N Land Title Act 1994)
- (b) Easement in favour of lots for utility and utility infrastructure (s.115O Land Title Act 1994)
- (c) Easement for utility services and utility infrastructure (s.115P Land Title Act 1994)
- (d) Easement for shelter (s.115Q Land Title Act 1994)

2. Service Location Diagram

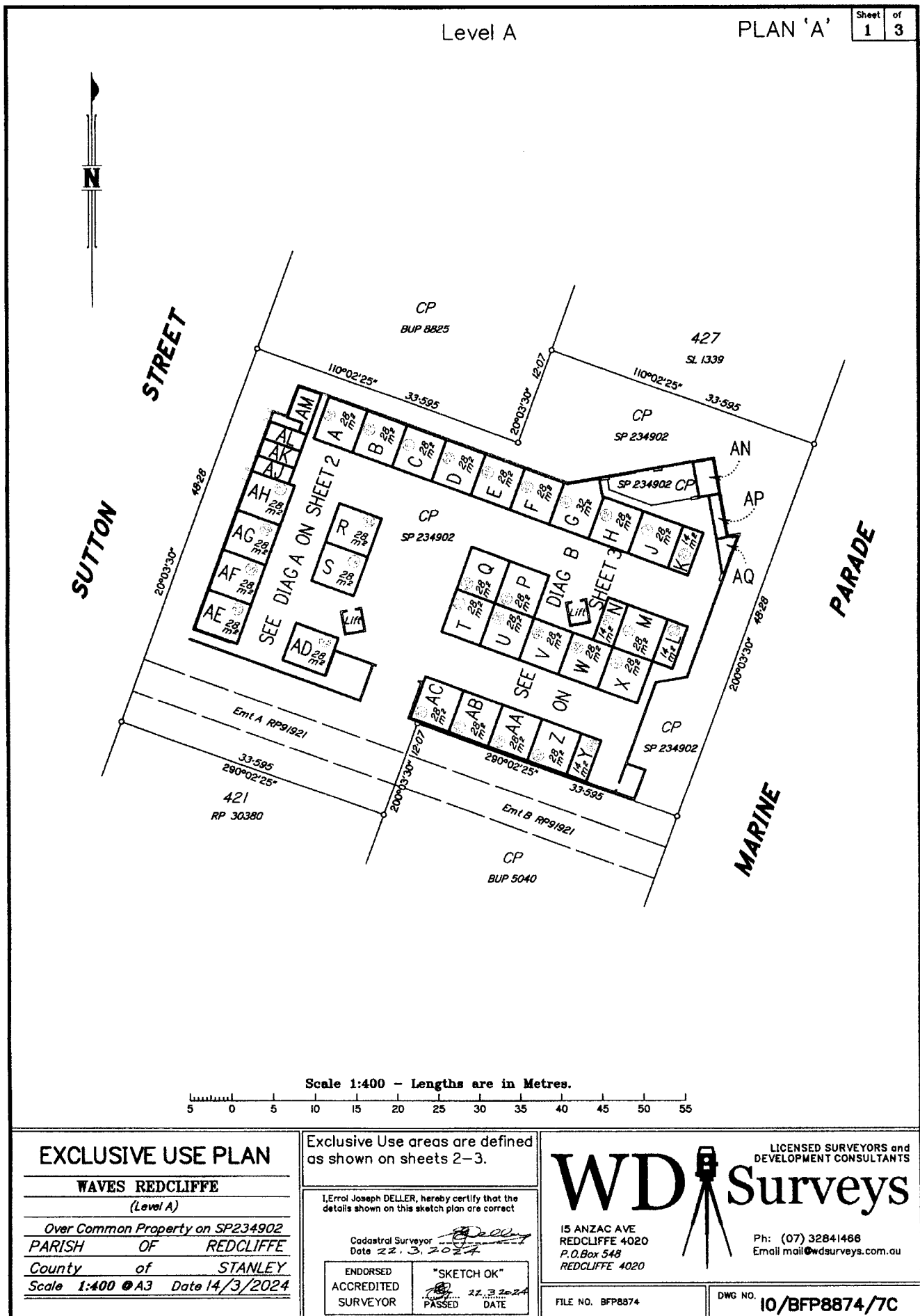
Attached to this Community Management Statement is a service location diagram indicating the location of services to the Scheme.

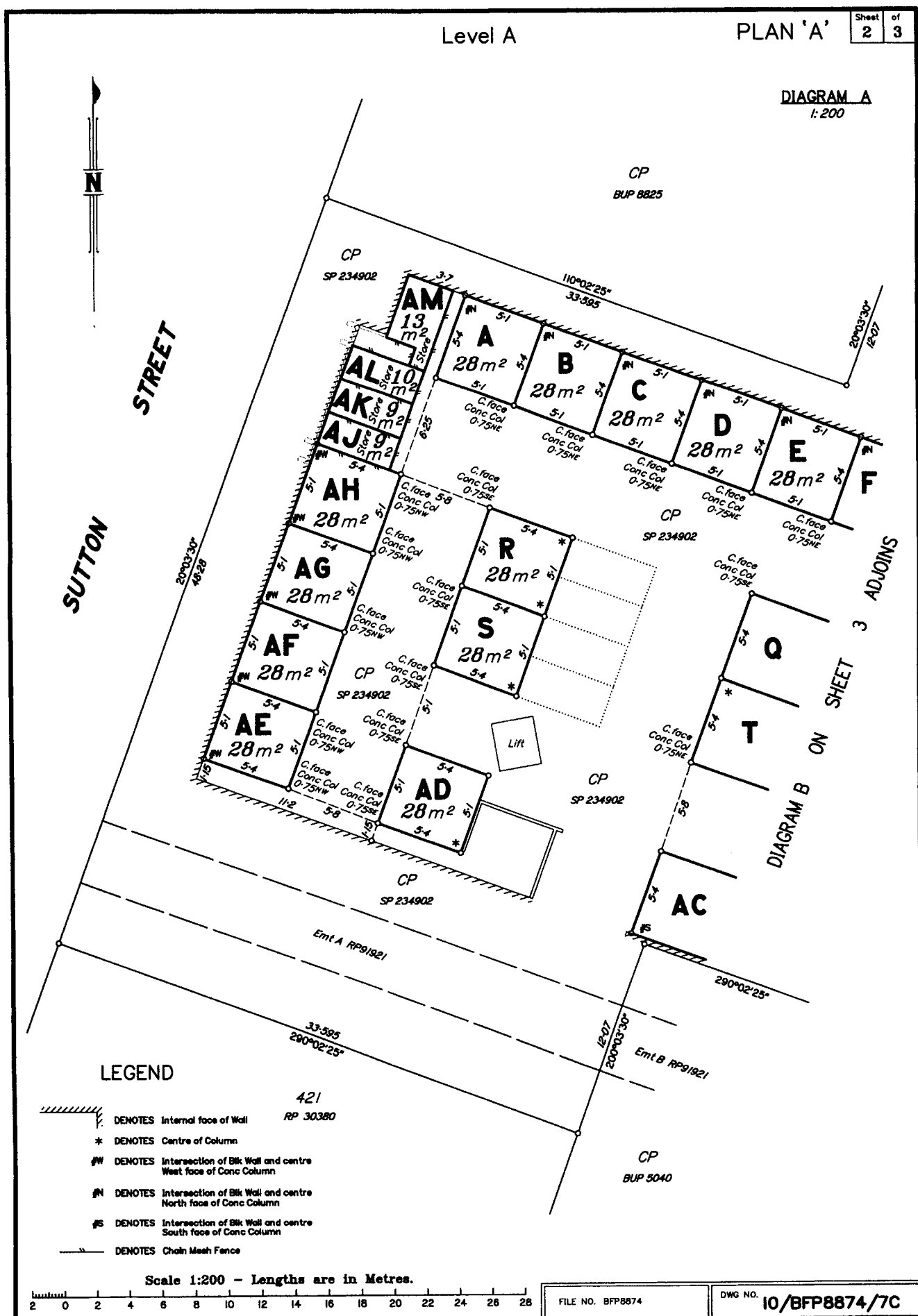
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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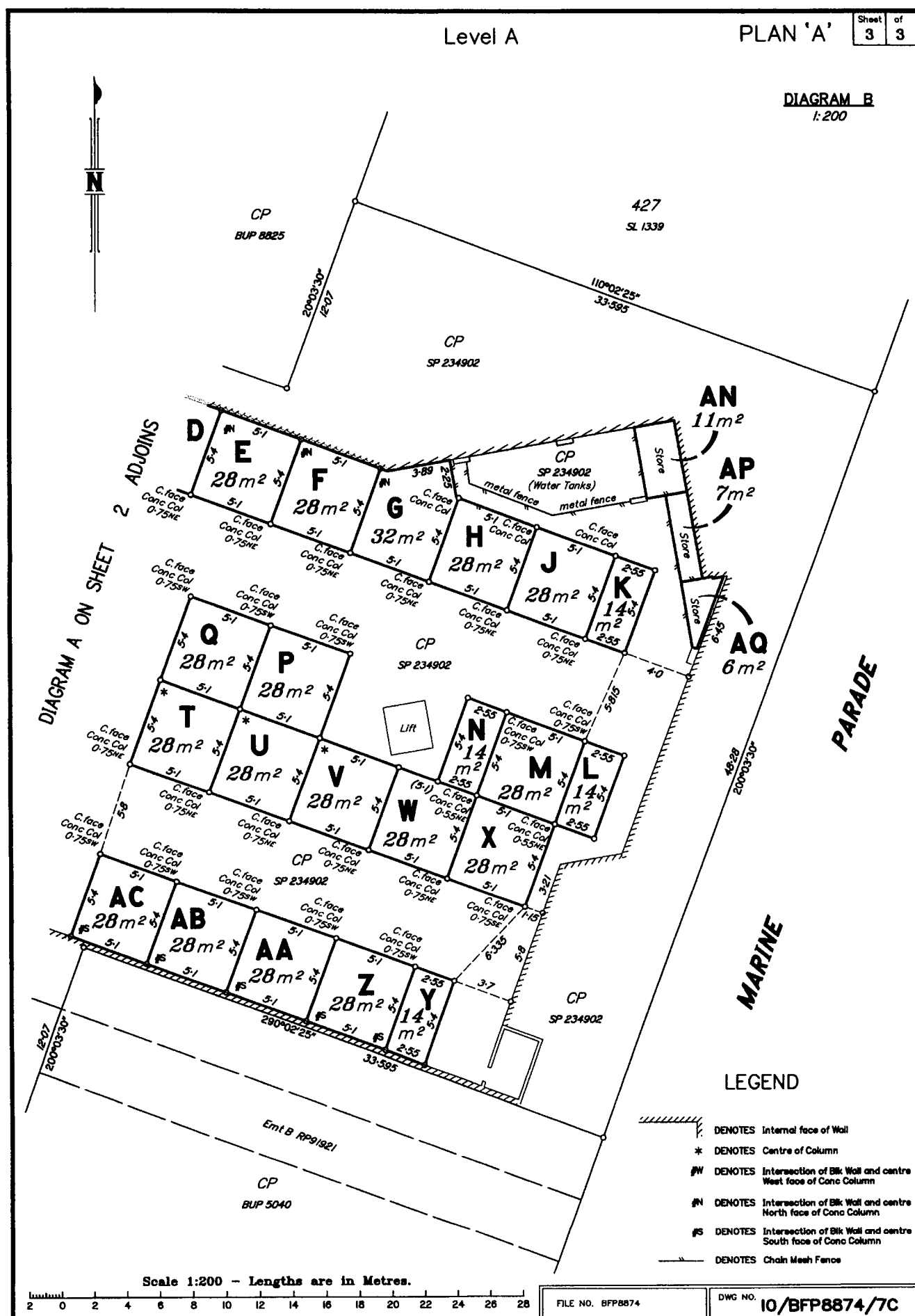
Lot No	Exclusive Use Area	Purpose
Lot 1 on SP234902	Area BZ on Level B on plan 10/BFP8874/8A	Parking
Lot 2 on SP234902	Area CA on Level B on plan 10/BFP8874/8A	Parking
Lot 3 on SP234902	Area CB on Level B on plan 10/BFP8874/8A	Parking
Lot 4 on SP234902	Areas BY & BL Level B on plan 10/BFP8874/8A	Parking
Lot 4 on SP234902	Area CP on Level B on plan 10/BFP8874/8A	Storage Area
Lot 5 on SP234902	Area CC on Level B on plan 10/BFP8874/8A	Parking
Lot 5 on SP234902	Area CN on Level B on plan 10/BFP8874/8A	Storage Area
Lot 6 on SP234902	Area CD on Level B on plan 10/BFP8874/8A	Parking
Lot 6 on SP234902	Area AQ on Level A on plan 10/BFP8874/7C	Storage Area
Lot 7 on SP234902	Area R on Level A on plan 10/BFP8874/7C	Parking
Lot 8 on SP234902	Area S on Level A on plan 10/BFP8874/7C	Parking
Lot 9 on SP234902	Area CG on Level B on plan 10/BFP8874/8A	Parking
Lot 10 on SP234902	Area CH on Level B on plan 10/BFP8874/8A	Parking
Lot 10 on SP234902	Area CL on Level B on plan 10/BFP8874/8A	Storage Area
Lot 11 on SP234902	Area CJ on Level B on plan 10/BFP8874/8A	Parking
Lot 12 on SP234902	Area BP on Level B on plan 10/BFP8874/8A	Parking
Lot 13 on SP234902	Area BQ on Level B on plan 10/BFP8874/8A	Parking
Lot 14 on SP234902	Area BR on Level B on plan 10/BFP8874/8A	Parking
Lot 15 on SP234902	Area BS on Level B on plan 10/BFP8874/8A	Parking
Lot 16 on SP234902	Area BT on Level B on plan 10/BFP8874/8A	Parking
Lot 17 on SP234902	Area BU on Level B on plan 10/BFP8874/8A	Parking
Lot 18 on SP234902	Area BV on Level B on plan 10/BFP8874/8A	Parking
Lot 19 on SP234902	Area BW on Level B on plan 10/BFP8874/8A	Parking
Lot 20 on SP234902	Area BX on Level B on plan 10/BFP8874/8A	Parking
Lot 21 on SP234902	Area BN on Level B on plan 10/BFP8874/8A	Parking
Lot 22 on SP234902	Area BM on Level B on plan 10/BFP8874/8A	Parking
Lot 23 on SP234902	Area BA on Level B on plan 10/BFP8874/8A	Parking
Lot 24 on SP234902	Area BB on Level B on plan 10/BFP8874/8A	Parking
Lot 25 on SP234902	Area BC on Level B on plan 10/BFP8874/8A	Parking
Lot 26 on SP234902	Area BD on Level B on plan 10/BFP8874/8A	Parking
Lot 27 on SP234902	Area CE on Level B on plan 10/BFP8874/8A	Parking
Lot 28 on SP234902	Area CF on Level B on plan 10/BFP8874/8A	Parking
Lot 29 on SP234902	Areas BJ and BK on Level B on plan 10/BFP8874/8A	Parking
Lot 29 on SP234902	Area CR on Level B on plan 10/BFP8874/8A	Storage Area

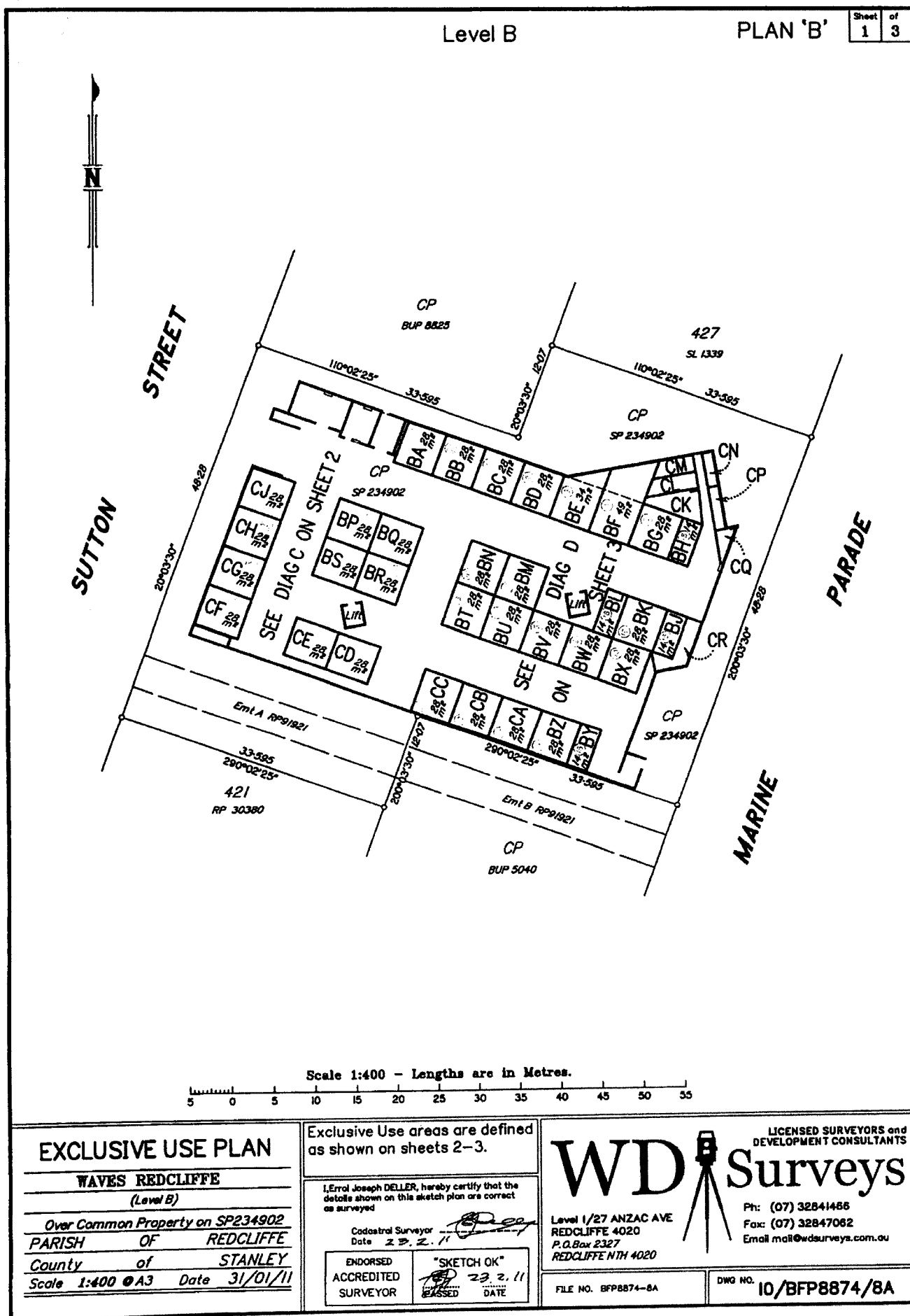
Lot 30 on SP234902	Areas BG and BH on Level B on plan 10/BFP8874/8A	Parking
Lot 30 on SP234902	Area CK on Level B on plan 10/BFP8874/8A	Storage Area
Lot 31 on SP234902	Area BE on Level B on plan 10/BFP8874/8A	Parking and Storage
Lot 32 on SP234902	Area BF on Level B on plan 10/BFP8874/8A	Parking and Storage
Lot 33 on SP234902	Areas L & Y on Level A on plan 10/BFP8874/7C	Parking
Lot 34 on SP234902	Area M on Level A on plan 10/BFP8874/7C	Parking
Lot 34 on SP234902	Area AN on Level A on plan 10/BFP8874/7C	Storage Area
Lot 35 on SP234902	Area N & K Level A on plan 10/BFP8874/7C	Parking
Lot 35 on SP234902	Area AM and AP Level A on plan 10/BFP8874/7C	Storage Area
Lot 36 on SP234902	Area A on Level A on plan 10/BFP8874/7C	Parking
Lot 37 on SP234902	Area B on Level A on plan 10/BFP8874/7C	Parking
Lot 37 on SP234902	Area AK on Level A on plan 10/BFP8874/7C	Storage Area
Lot 38 on SP234902	Area C on Level A on plan 10/BFP8874/7C	Parking
Lot 39 on SP234902	Area D on Level A on plan 10/BFP8874/7C	Parking
Lot 40 on SP234902	Area E on Level A on plan 10/BFP8874/7C	Parking
Lot 41 on SP234902	Area F on Level A on plan 10/BFP8874/7C	Parking
Lot 41 on SP234902	Area CQ on Level B on plan 10/BFP8874/8A	Storage Area
Lot 42 on SP234902	Area G on Level A on plan 10/BFP8874/7C	Parking and Storage
Lot 43 on SP234902	Area H on Level A on plan 10/BFP8874/7C	Parking
Lot 44 on SP234902	Area J on Level A on plan 10/BFP8874/7C	Parking
Lot 45 on SP234902	Area P on Level A on plan 10/BFP8874/7C	Parking
Lot 45 on SP234902	Area AJ on Level A on plan 10/BFP8874/7C	Storage Area
Lot 46 on SP234902	Area Q on Level A on plan 10/BFP8874/7C	Parking
Lot 47 on SP234902	Area T on Level A on plan 10/BFP8874/7C	Parking
Lot 48 on SP234902	Area U on Level A on plan 10/BFP8874/7C	Parking
Lot 48 on SP234902	Area CM on Level B on plan 10/BFP8874/8A	Storage Area
Lot 49 on SP234902	Area V on Level A on plan 10/BFP8874/7C	Parking
Lot 50 on SP234902	Area W on Level A on plan 10/BFP8874/7C	Parking
Lot 51 on SP234902	Area X on Level A on plan 10/BFP8874/7C	Parking
Lot 52 on SP234902	Area Z on Level A on plan 10/BFP8874/7C	Parking
Lot 53 on SP234902	Area AA on Level A on plan 10/BFP8874/7C	Parking
Lot 54 on SP234902	Area AB on Level A on plan 10/BFP8874/7C	Parking
Lot 55 on SP234902	Area AC on Level A on plan 10/BFP8874/7C	Parking
Lot 56 on SP234902	Area AD on Level A on plan 10/BFP8874/7C	Parking
Lot 57 on SP234902	Area AE on Level A on plan 10/BFP8874/7C	Parking
Lot 57 on SP234902	Area AL on Level A on plan 10/BFP8874/7C	Storage Area

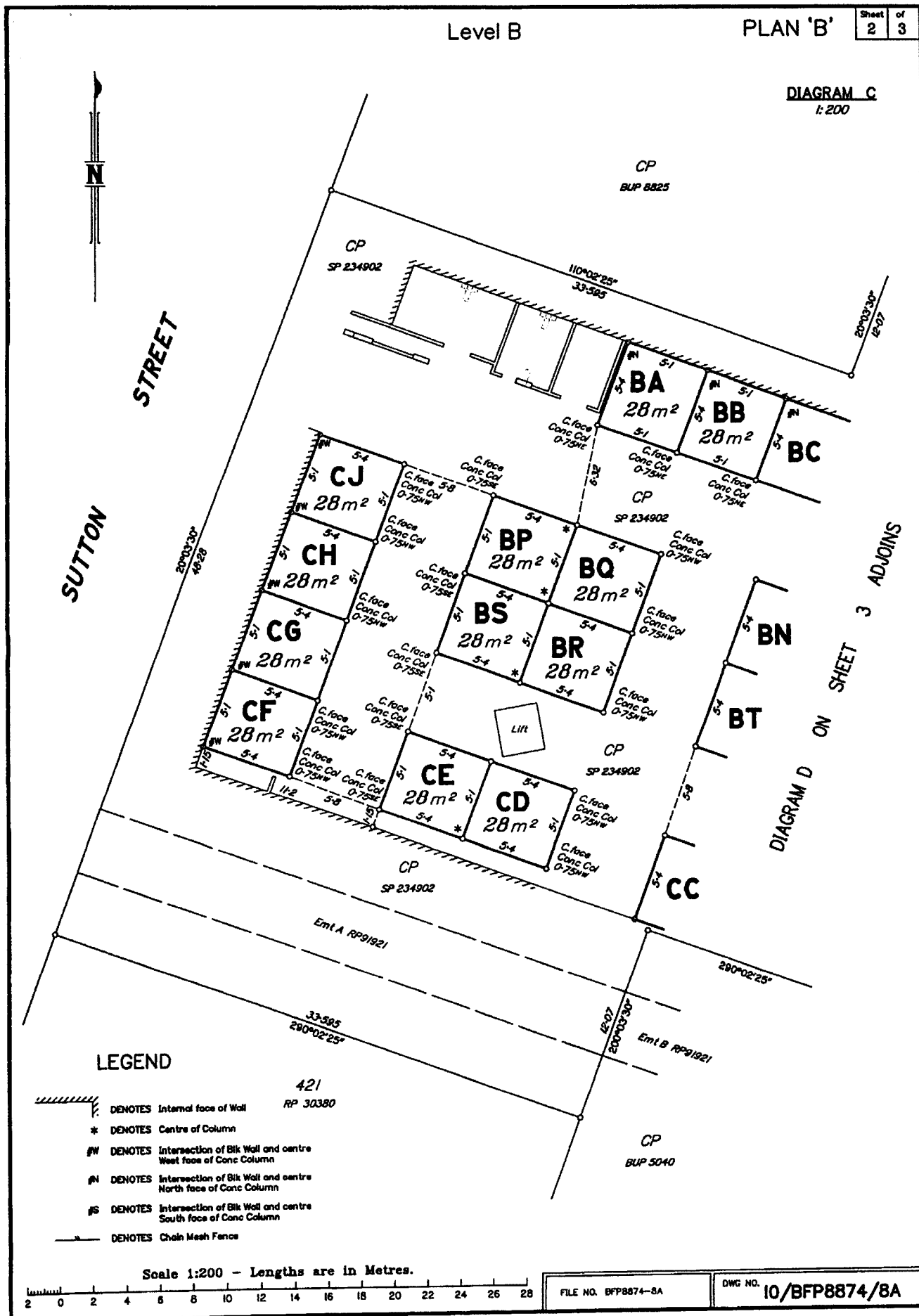
Lot 58 on SP234902	Area AF on Level A on plan 10/BFP8874/7C	Parking
Lot 59 on SP234902	Area AG on Level A on plan 10/BFP8874/7C	Parking
Lot 60 on SP234902	Area AH on Level A on plan 10/BFP8874/7C	Parking

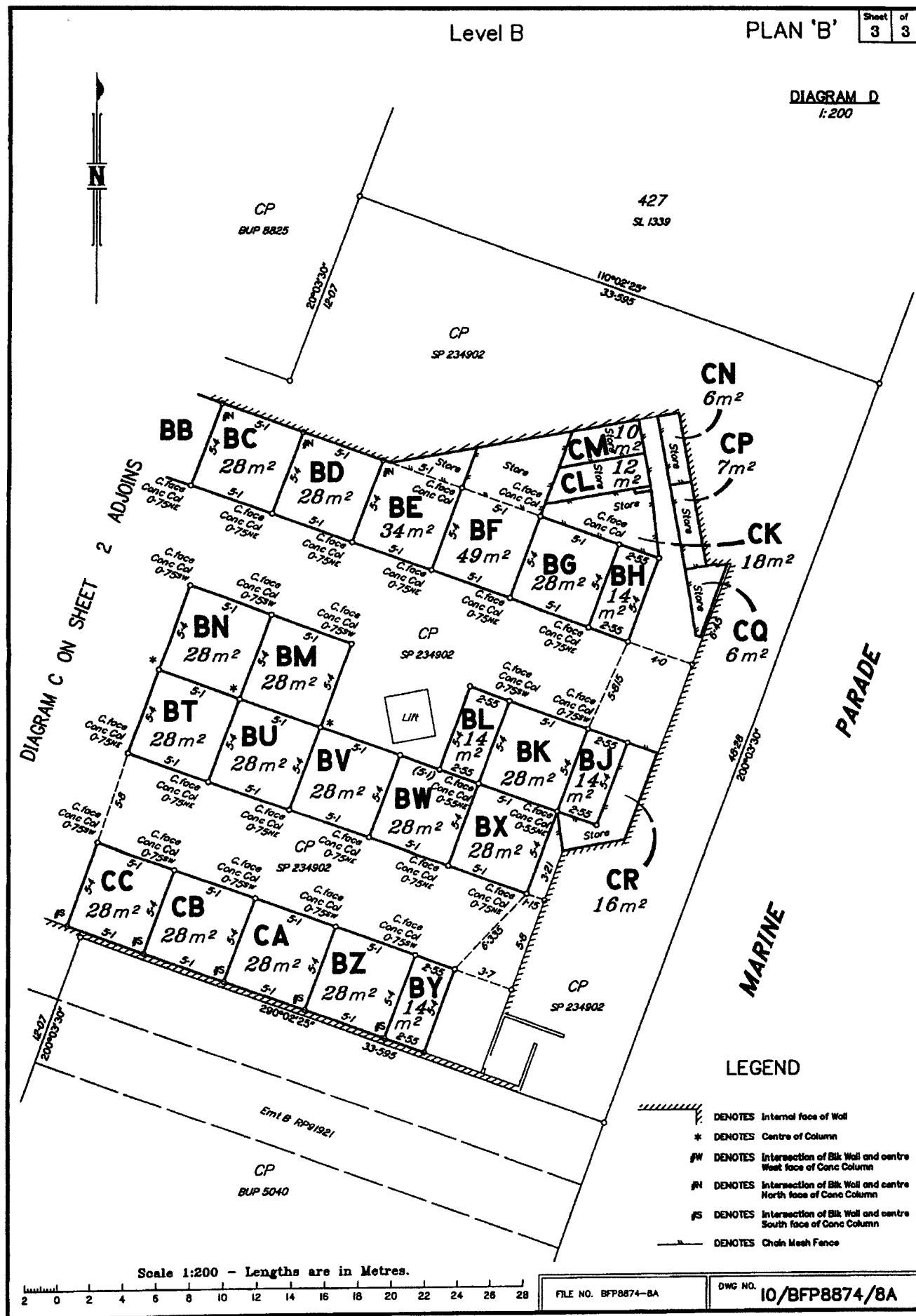






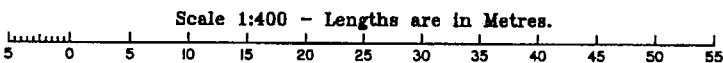
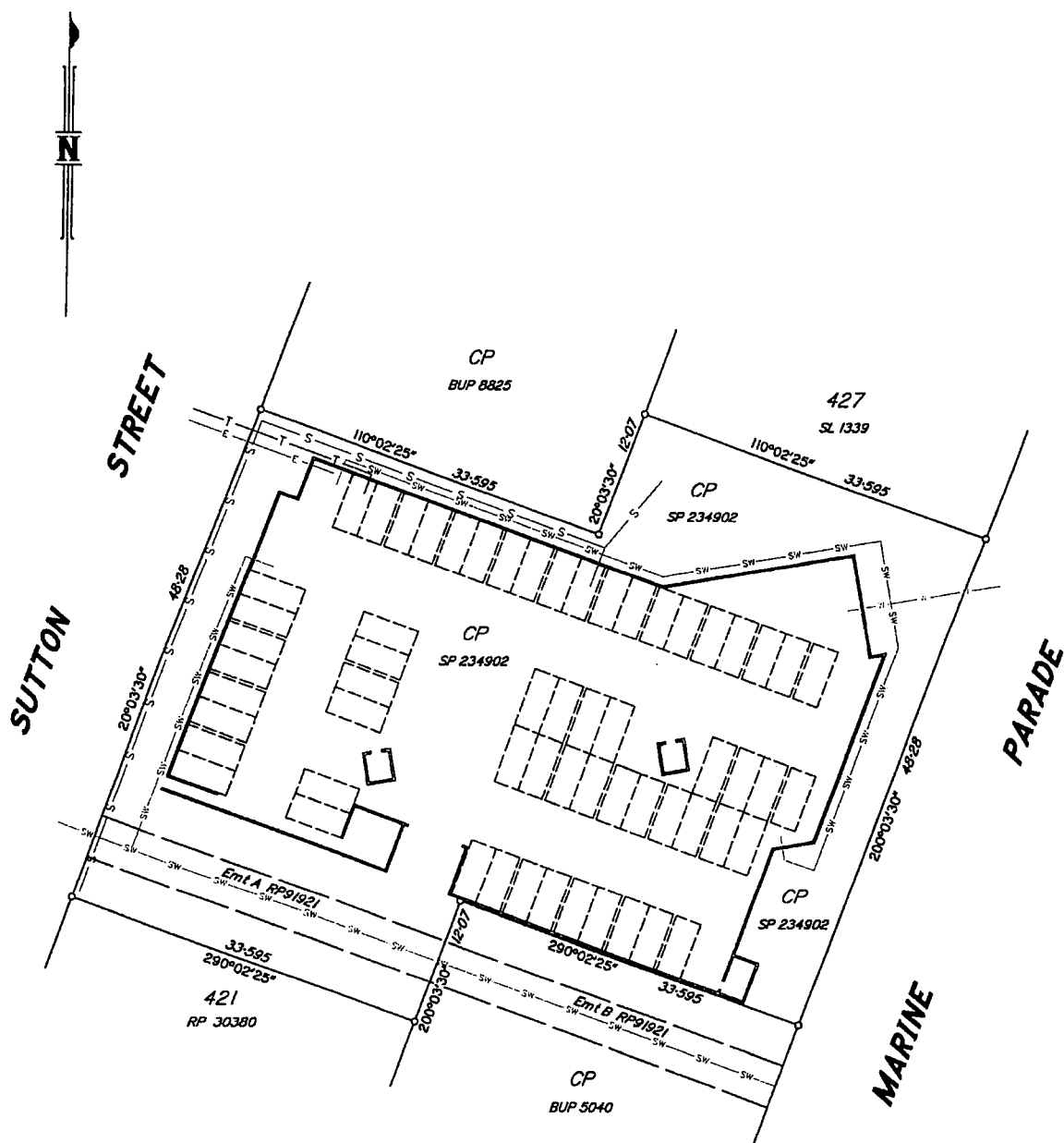






PLAN 'C'

Sheet 1 of 1



SERVICES LOCATION
DIAGRAM

WAVES REDCLIFFE
over Common Property on SP234902
PARISH OF REDCLIFFE
County of Stanley
SCALE 1:400@A3 Date 21/04/10

LEGEND

- E—E—E—E— ELECTRICITY
- T—T—T—T— TELSTRA
- S—S—S—S— SEWER
- SW—SW—SW—SW— STORMWATER WATER

LOCATION OF SERVICES AS
SUPPLIED BY REGISTERED
OWNER / BUILDER AND NOT
VERIFIED BY FIELD SURVEY

FILE NO. BFP8874-5 DWG NO. 10/BFP8874/5