

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

**GENERAL REQUEST**

Duty Imprint

Form 14 Version 4  
Page 1 of 1



**718475611**

**\$88.00**

19/12/2017 11:29

**BE 470**

(4)

<b>1. Nature of request</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Request to register new Community Management Statement for Pacific Place North Community Titles Scheme 16921	Cannon + Co Law 155 Varsity Parade Varsity Lakes Qld 4227 Tel: 0756 306 509 Email: jessica@cannonlaw.com.au	GC124

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
Common Property for Pacific Place North CTS 16921	50078827

**3. Registered Proprietor/State Lessee**  
Body Corporate for Pacific Place North CTS 16921

**4. Interest**  
Not Applicable

**5. Applicant**  
BODY CORPORATE FOR PACIFIC PLACE NORTH CTS 16921

**6. Request**  
I hereby request that: the new Community Management Statement deposited herein which amends Schedule C (By-Laws) of the existing Community Management Statement be recorded as the Community Management Statement for Pacific Place North Community Titles Scheme 16921.

**7. Execution by applicant**

14/12/2017

**Execution Date**

**Applicant's or Solicitor's Signature**

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

JESSICA CANNON  
SOLICITOR

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

**16921**

*Office use only*  
CMS LABEL NUMBER

*Schedule D - Any other details*  
*Schedule E - Allocation of exclusive use areas*

<b>1. Name of community titles scheme</b> PACIFIC PLACE NORTH CTS 16921	<b>2. Regulation module</b> ACCOMMODATION
----------------------------------------------------------------------------	----------------------------------------------

**3. Name of body corporate**  
BODY CORPORATE FOR PACIFIC PLACE NORTH COMMUNITY TITLES SCHEME 16921

<b>4. Scheme land</b> Location Plan Description See Enlarged Panel	Title Reference
--------------------------------------------------------------------------	-----------------

<b>5. Name and address of original owner</b> NOT APPLICABLE	<b>6. Reference to plan lodged with this statement</b> NOT APPLICABLE
----------------------------------------------------------------	--------------------------------------------------------------------------

**7. Local Government community management statement notation**  
Not application pursuant to section 60(6) of the Body Corporate and Community Management Act Qld 1997  
..... signed  
..... name and designation  
..... name of Local Government

**8. Execution by original owner/Consent of body corporate**

5/12/17 Execution Date

.....  
Execution- Chairperson/Secretary/Treasurer

5/12/17 Execution Date

.....  
Execution- Committee Member

**Privacy Statement**

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DNRM see the department's website.

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

## ENLARGED PANEL

Form 20 Version 2

## 4. SCHEME LAND

## Lot and Plan Description

Lot on Plan	Title Reference
Common Property for 'Pacific Place North' CTS 16921	50078827
1 in BUP 102845	50078828
2 in BUP 102845	50078829
3 in BUP 102845	50078830
4 in BUP 102845	50078831
5 in BUP 102845	50078832
6 in BUP 102845	50078833
7 in BUP 102845	50078834
8 in BUP 102845	50078835
10 in BUP 102845	50078837
12 in BUP 102845	50078839
13 in BUP 102845	50078840
14 in BUP 102845	50078841
15 in BUP 102845	50078842
16 in BUP 102845	50078843
17 in BUP 102845	50078844
18 in BUP 102845	50078845
19 in BUP 102845	50078846
20 in BUP 102845	50078847
21 in BUP 102845	50078848
22 in BUP 102845	50078849
23 in BUP 102845	50078850
24 in BUP 102845	50078851
25 in BUP 102845	50078852
26 in BUP 102845	50078853
27 in BUP 102845	50078854
28 in BUP 102845	50078855
29 in BUP 102845	50078856
30 in BUP 102845	50078857
31 in BRP 105109	50165055
32 in BRP 105109	50165056

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
1 in BUP 102845	28	28
2 in BUP 102845	22	22
3 in BUP 102845	20	20
4 in BUP 102845	23	23
5 in BUP 102845	30	30
6 in BUP 102845	23	23
7 in BUP 102845	22	22
8 in BUP 102845	24	24
10 in BUP 102845	24	24
12 in BUP 102845	25	25
13 in BUP 102845	22	22
14 in BUP 102845	22	22
15 in BUP 102845	21	21
16 in BUP 102845	18	18
17 in BUP 102845	21	21
18 in BUP 102845	21	21
19 in BUP 102845	23	23
20 in BUP 102845	23	23
21 in BUP 102845	22	22
22 in BUP 102845	19	19
23 in BUP 102845	22	22
24 in BUP 102845	18	18
25 in BUP 102845	24	24
26 in BUP 102845	24	24
27 in BUP 102845	23	23
28 in BUP 102845	20	20
29 in BUP 102845	23	23
30 in BUP 102845	19	19
31 in BRP 105109	30	30
32 in BRP 105109	23	23
<b>TOTALS</b>	679	679

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Sections 57(1)(e) and (f) of the Body Corporate & Community Management Act 1997 are not applicable.

**SCHEDULE C BY-LAWS****By Law 1 - Damage to Lawns, etc on Common Property**

An owner or occupier of a lot shall not:

- (a) damage any lawn, garden, tree, scrub, plant or flower being part of or situation upon common property; or

- (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

**By Law 2 - Damage to Common Property**

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the body corporate, but this by-law does not prevent an owner or person authorised by him from installing:

- (a) any locking or other safety device for protection of his lot against intruders; or  
(b) any screen or other device to prevent entry of animals or insects upon his lot.

**By Law 3 - Storage of Flammable liquids etc**

An owner or occupier of a lot shall not mark, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**By Law 4 - Garbage Disposal**

An owner or occupier of a lot shall:

- (a) save where the body corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised, by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage;  
(b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;  
(c) ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage.

**By Law 5 - Noise**

An owner, occupier or lessee of a lot shall not make or permit any objectionable noises in the building or upon the parcel or interfere in any way with the peaceful enjoyment of other owners, occupiers or lessees of lots or those having business with them or of any person lawfully using the common property and all musical instruments, radios, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to other owners, occupiers or lessees of lots. In particular, no owner, occupier or lessee of a lot shall hold or permit to be held any social gathering in his lot in which there shall occur any noise which interferes with the peace and quietness of any other owner, occupier or lessee of a lot, at any time of day or night. The volume of radio or television receivers and gramophones shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00 pm and 8.00 am in such a manner as to be audible at all to any other owner, occupier or lessee of a lot. An owner, occupier or lessee of a lot shall not permit any piano or other musical instrument to be practiced or played upon or any avoidable noise to be made in his lot between the hours of 10.00 am and 8.00 am.

Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00 am to 10.00 pm. Practising during the same hours is permissible but not for longer than one hour at a time, or for a total of more than three hours in any day.

Conversation or any other forms of noise is prohibited on balconies after 10.00 pm and before 7.00 am. Short-stay guests must be informed of this by-law upon arrival.

**By Law 6 - Guests**

An owner or occupier or lessee of a lot shall not make or permit any objectionable noises in the building or upon the parcel. Guests leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner, occupier or lessee of a lot returns to the building late at night or early morning hours.

**By Law 7 - Obstruction**

The pathways and drives on the parcel and any easement giving access to the parcel shall not be obstructed by any of the owners, occupiers or lessees of lots or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and now owner, occupier or lessee of a lot shall park or stand or permit to be parked or stood upon common property other than that part over which he has exclusive use any vehicle except with the consent in writing the committee.

**By Law 8 - By-Laws to be observed**

An owner or occupier or lessee of a lot shall ensure the duties and obligations imposed by these by-laws on such owner, occupier or lessee shall be observed not only by such owner, occupier or lessee but also by the guests, servants, employees, agents, children, invitees and licensees of such owner, occupier or lessee and the owner, occupier or lessee shall be responsible at all times to the body corporate for the conduct of the guests, servants, employees, agents, children, invitees and licensees of such owner, occupier or lessee. Owners will receive a copy of Breach Notification (Form 10 notice of continuing contravention of body corporate by-law) from the body corporate. In cases where their unit is leased, the owner can refer the matter to their leasing agent.

**By Law 9 - Rubbish**

An owner or occupier or lessee of a lot shall not throw or allow to fall or permit, or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights from balconies from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the owner, occupier or lessee of the lot concerned.

Owners will receive a copy of Breach Notification (Form 10 notice of continuing contravention of body corporate by-law) from the body corporate.

In cases where their unit is leased, they can refer the matter to their leasing agent.

**By Law 10 - Mats**

An owner or occupier or lessee of a lot shall not deposit anything or throw any dust or beat any mat, carpet or cloth on or in the common property

**By Law 11 - Curtains**

An owner or occupier or lessee of a lot shall not hang curtains visible from outside the lot unless those curtains have backing of such colour and design as shall be approved by the committee. An owner, occupier or lessee of a lot shall not install, renovate, and or replace a curtain backing without having the colour and design of same approved by the Committee. In giving such approvals the committee shall ensure so far as practicable that curtain backing used in all lots presents a uniform appearance when viewed from outside the building.

**By Law 12 - Signs**

An owner or occupier or lessee of a lot shall not paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building not do anything to vary the external appearance of the Lots without the prior consent of the committee

**By Law 13 - External Blinds**

No external blinds shall be erected without the previous consent in writing of the committee.

**By Law 14 - Animals**

Owners, residents and visitors must obtain prior approval from committee before any pet is permitted to be kept upon any Lot. A tenant you must abide by the conditions of their lease agreement, and if the lessor prohibits pets nothing the body corporate says or does will in any way alter that, however in the event of permission being incorporated in the lease or in the case of a Lot owner the following conditions apply:

For Dogs and Cats:

- (a) No animal with a body weight exceeding 10kg. is permitted to be kept upon a Lot.

- (b) Current vaccination certificates must accompany all applications for approval, and must be kept up to date.
- (c) Dogs are not permitted on common property and must be carried whilst moving through areas designated as common property.
- (d) All Dogs and Cats must be neutered.
- (e) All animals must be registered.
- (f) Upon the death of the pet, no replacement shall be permitted without the express written permission of the Body Corporate Committee.

All applications must be accompanied with documentary evidence of 2,4 and 5 above.

Committee shall consider all other pets on application.

As a condition of approval, it is within the committee's rights to limit the number and size of pets that may be kept and initial approval may be withdrawn at any time should a pet owner disregard the conditions of this By-Law or the pet create a nuisance to other residents (i.e. barking or smell.) or prove to be vicious or aggressive.

**By Law 15 - Illegal Use**

An owner or occupier or lessee of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the parcel or of the owners occupiers or lessees of lots or which may interfere with the peaceful enjoyment of another lot by the owner, occupier or lessee thereof or which may interfere with the general management of the building.

**By Law 16 - Aerials**

Outside wireless and television aerials may not be erected without written permission of the committee.

**By Law 17 - Alterations**

No structural alteration shall be made to any lot (including to gas, water or electrical installations) without the prior permission in writing of the committee.

**By Law 18 - Body Corporate Workmen**

An owner or occupier or lessee of a lot shall not directly instruct any contractors or workmen employed by the body corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the committee or to the body corporate shall be directed to the secretary and not to the chairman or any member of the committee.

**By Law 19 - Owner to Clean**

The internal surface of all exterior windows and glass doors shall be kept clean by the owner, occupier or lessee.

**By Law 20 - Common Property**

An owner or occupier or lessee of a lot shall not deposit nor throw anything on any part, hall stairway, corridor or lift in the building nor injure nor dirty any part thereof.

**By Law 21 - Storage**

- (a) empty bottles, boxes, used containers and similar items shall be stored in a tidy manner and so far as possible, out of sight.
- (b) Car spaces shall be kept tidy and free of litter.

**By Law 22 - Appearance of Building**

No clothes, bedding or other articles shall be hung on the windows, balconies or on the outside of the building or windows where visible from street level.

**By Law 23 - Pest Control**

All lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

**By Law 24 - Use of Water**

An owner or occupier or lessee of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use and maintained in good operating condition.

**By Law 25 - Notice of Damage or Defects**

An owner or occupier or lessee of a lot shall give the committee prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which comes to his 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.

**By Law 26 - Infection Diseases**

In any event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any lot the owner, occupier or lessee of such lot shall give written notice thereof and any other information which may be required relative thereto to the committee and shall pay to the committee the expenses incurred by the committee of disinfecting the lot and any other part of the building required to be disinfected and replacing any particulars or things the destruction of which may be rendered necessary by such disease.

**By Law 27 - Behaviour of Occupiers**

An owner or occupier or lessee of a lot shall not allow children to play in or obstruct the use by any other owners, occupiers or lessees of lots of the common property. Any committee member may contact the appropriate authority to evict any tenant who behaves in an unacceptable manner. As stated in the Body Corporate and Community Management Act 1997 it is the responsibility of the body corporate committee to enforce the by-laws.

**By Law 28 - Appurtenances**

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

**By Law 29 - Dangerous Materials**

An owner or occupier or lessee of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on the building or any property on the parcel or which may conflict with the laws and/or regulations to fires or any insurance policy upon the building or any property on the parcel or the regulations or ordinances of any public authority for the time being in force.

**By Law 30 - Interior of Lot**

Each owner or occupier or lessee of a lot shall be responsible for the interior maintenance and decoration of his lot.

**By Law 31 - Children**

No child shall be allowed to cry unattended. No child, servant or guest of an owner, occupier or lessee of a lot shall be permitted to cause any annoyance to any other owner or occupier or lessee of a lot.

**By Law 32 - Unavoidable Noise**

In the event of any unavoidable noise in a lot at any time the owner or occupier or lessee thereof shall take all practical means to minimise annoyance to other owners, occupiers or lessees of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose. Any activity likely to generate noise must be carried out between the hours of 9.00 am to 5.00 pm.

**By Law 33 - Heavy Chattels**

Before any furniture, piano or safe is removed in to or out of any lot, due notice must be given to the secretary and the moving of same must be done in the manner and at the time directed by the committee. The person undertaking the move shall be responsible for any damage to common property.

**By Law 34 - Sale of Unit**

An owner or occupier or lessee of a lot shall not permit:

- (a) any auction sale to be conducted or to take place in his lot or in the building or upon the parcel;
- (b) a real estate agent engaged by the owner to sell the owner's lot to promote the lot by using it as a sales office; or
- (c) the erection of "For Sale" signs in or about the common property.

**By Law 35 - Security**

An owner or occupier or lessee of a lot shall securely fasten all doors and windows to his lot on all occasions when the lot is left unoccupied and the committee shall have the right to enter and fasten the same if left insecurely fastened. Garage entrance gates, all building entrance doors shall not be permitted to be propped open (or their beam blocked) unless an owner, tenant or the manager is present. Cleaning staff are to be issued with master key and garage gate remotes and manager to record such issuing in the key register.

**By Law 36 - Notices**

An owner or occupier or lessee of a lot shall observe the terms of any notice displayed in the lift by authority of the committee or of any statutory authority.

**By Law 37 - Tenants**

A copy of these by-laws (or a precis thereof approved by the committee) shall be exhibited in a prominent place in any lot made available for letting. The letting agent shall be responsible for ensuring that tenants are made aware of this information. Owners will receive a copy of Breach Notification (Form 10 notice of continuing contravention of body corporate by-law) from the body corporate where breaches of these by-laws occur.

In cases where the Lot is leased, owners can then refer the matter to their leasing agent.

**By Law 38 - Common Property Facilities**

The committee may make rules relating to the common property and in particular in relation to any recreational areas not inconsistent with these by-laws and the same shall be observed by the owners, occupiers or lessees of lots unless and until there are disallowed or revoked by a majority resolution at a general meeting of the body corporate.

**By Law 39 - Access to Units**

Upon one day's notice in writing the committee and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the owner, occupier or lessee of the lot in cases where such leakage or defect is due to any act or default of the said owner, occupier or lessee or their guests, servants or agents). If not so permitted they may effect an entry. The committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the owner, occupier or lessee of the lot as is reasonable in the circumstances.

**By Law 40 - Use of Pool**

The swimming pool, spa and barbeque areas shall not be used between the hours of 10:00pm and 7:00am.

No glass is permitted in the pool area.

All signage must be obeyed.

**By Law 41 - Recovery of Body Corporate Fees**

The committee by majority resolution may authorise the commencement of legal proceedings against an owner or mortgagee to recover arrears of maintenance contributions or any unpaid debt caused by damage to common property by their tenants.

**By Law 42 - Owner to Reimburse**

Where the body corporate expends money to make good damage caused by a breach of the Act, or of these by-laws by any owner or lessee of a lot of the guests, servants, employees, agents, children, invitees or licensees of the owner, occupier or lessee of a lot or any of them, the committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot at any time when the breach occurred.

**By Law 43 - Caretaker's Car Spaces**

The committee may permit the caretaker for the time being of the building to use as a car space such parts of the common property as the committee in its discretion sees fit (other than those parts of the common property over which exclusive use to an owner or owners has been granted).

**By Law 44 - Body Corporate Empowered to Enter Agreements**

- (a) The Body Corporate shall have the power to enter into agreements from time to time with any person or entity which grant the right to manage and caretake the common property and the building.
- (b) The Body Corporate shall have the power to enter into agreements from time to time with the owner, or with an entity under the control of the owner of Lot 18 which grant the right to carry on in the common property and the building the business of letting, hiring and tourist booking agency including a provision to enable the owner or entity to provide similar services (from Lot 18 and the common property) in respect of "Pacific Place South" if it has entered similar agreements in respect of that complex and the Body Corporate to the extent of its legal power to do so shall have the power to covenant within any such Agreement not to consent to any other lot being used or permit any part of the common property to be used by any other person for the purposes of any such business;
- (c) During such time as the owner or entity under the control of the owner of Lot 18 in the building is the letting agent pursuant to a Letting Agency Agreement between such owner or entity under the control of the owner and the body corporate then that lot may be used by such owner or with a person or entity under the control of the owner for residential purposes and for the purpose of a hiring and tourist booking agency business and for the letting of lots in the building and Pacific Place South on behalf of the owners, occupiers or lessees of lots in the building and Pacific Place South as are authorised in writing by the body corporate and any without the consent of the committee display signs or notices for the purposes of offering for sale or lease or letting any lot in the building and Pacific Place South;
- (d) Save as aforesaid in By-law 44(c) hereof, each lot in the building shall be used for residential purposes only.

**By Law 45**

Whilst the original owner remains an owner of any lot in the buildings, it and its servants and/or agents shall be entitled to utilise any lot in the building of which it remains an owner as a display unit for the purpose of allowing the prospective purchasers of any lot in the said building to inspect such lot or lots.

**By Law 46**

The owner from time to time of Lot 18 referred to in Schedule "E" and the Sketch marked "A" attached thereto shall be entitled to the exclusive use for the purpose of a telecommunications box of that part of the common property as hatched on the basement plan of Level A.

**By Law 47**

The owner from time to time of Lot 18 referred to in Schedule "E" be entitled to the exclusive use for the purpose of signage of that part of the common property as show in the plan "B".

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
------------	-------------------------------------------------

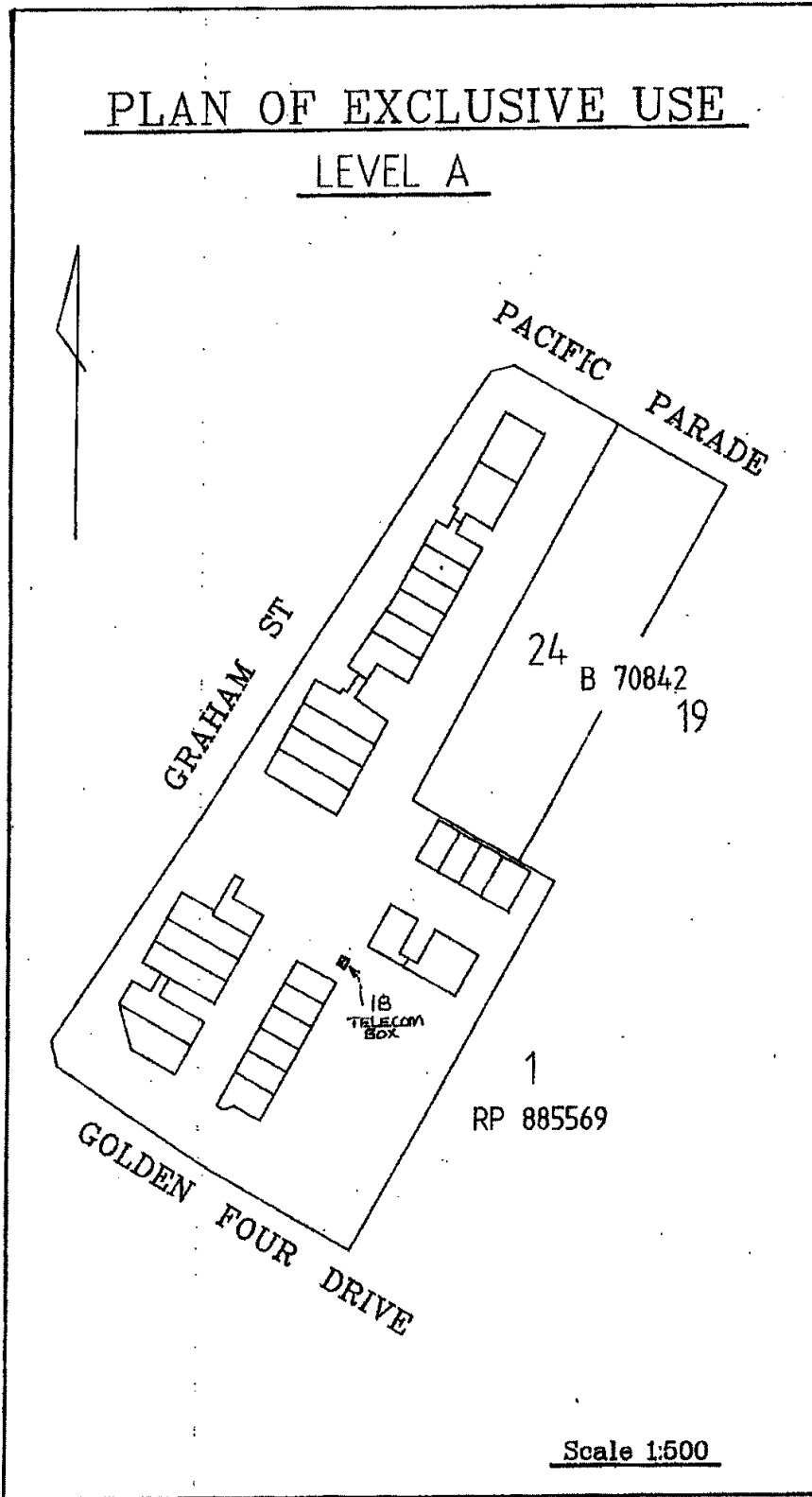
<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
-------------------	-----------------------------------------------------------------------------

Lot Number	Area Allocated
18 on BUP 102845 -	Area A shown on Sketch "A"
18 on BUP 102845 -	Area B shown on Sketch "B"

"A"

PLAN OF EXCLUSIVE USE

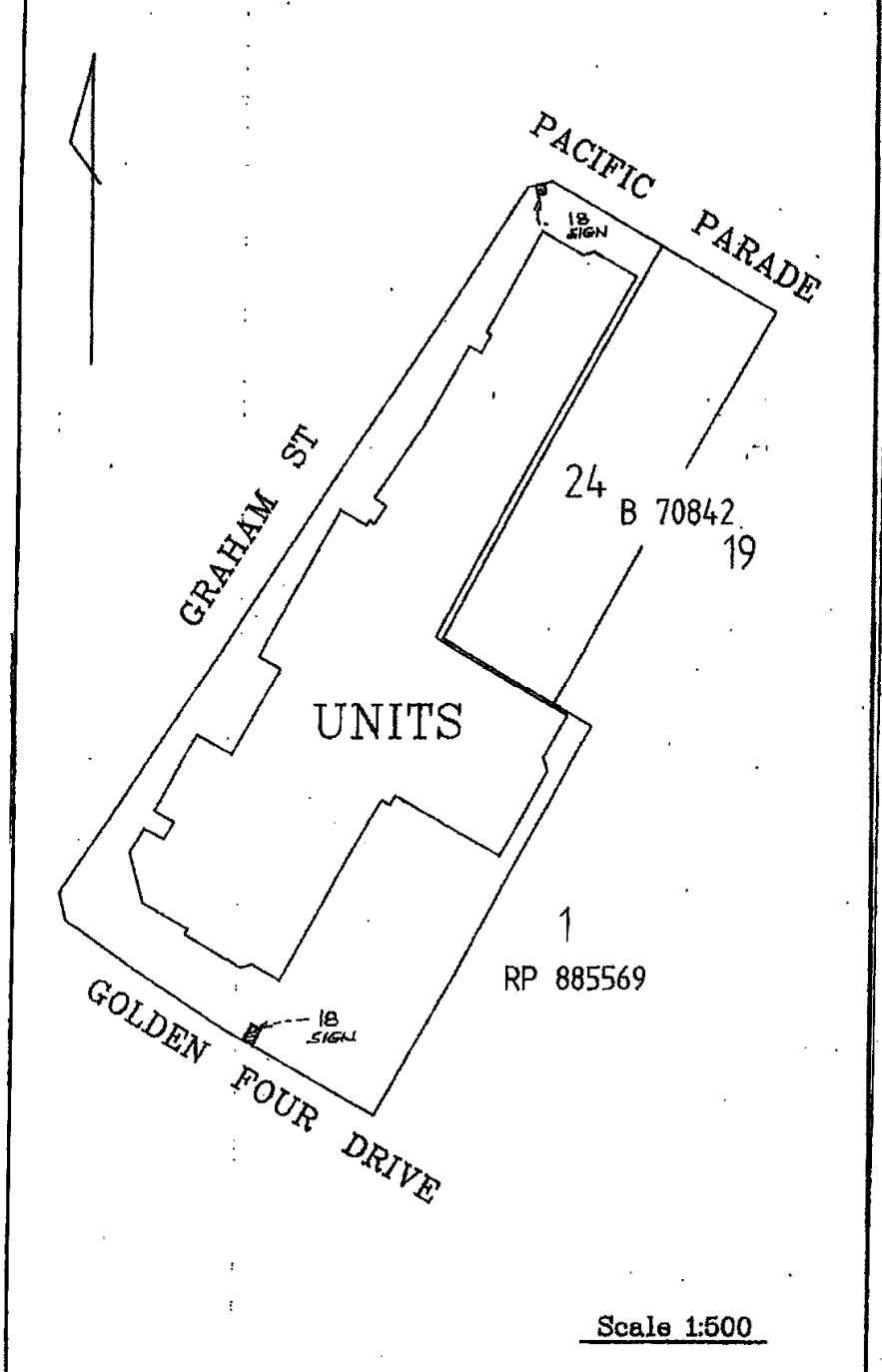
LEVEL A



"B"

# PLAN OF EXCLUSIVE USE

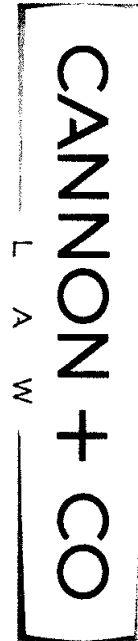
## LEVEL B



Our Ref: JAC:17077

16 January 2018

The Registrar  
Department of Natural Resources and Mining  
GPO Box 1401  
BRISBANE QLD 4001



Dear Registrar,

**DRAFTING OF MOTION AND LODGMENT OF NEW COMMUNITY MANAGEMENT STATEMENT**

We refer to your correspondence of 8 January 2018, copy **enclosed**.

Our apologies for the oversight, please see **enclosed** new Community Management Statement with the exclusive use plans attached.

We also **enclose** a cheque in payment of your requisition fee.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Jessica Cannon", is written over a horizontal line.

**Jessica Cannon**  
[jessica@cannonlaw.com.au](mailto:jessica@cannonlaw.com.au)

**Cannon + Co Law**  
Corporate House 155 Varsity Parade, Varsity Lakes QLD 4227  
PO Box 605, Mermaid Beach QLD 4218  
[www.cannonlaw.com.au](http://www.cannonlaw.com.au)  
07 5630 6509