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BE 470

information about privacy in DERM see the department's website.

1. Nature of request

Request to record New Community Management
Statement for The Outlook – Manly Community Titles
Scheme 26787

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

Success Law
PO Box 1442, Milton BC QLD 4064
Ph: 3034 8900
Email: info@successlaw.com.au

Lodger
Code

BE065A

2. Lot on Plan Description

Common Property of The Outlook -
Manly Community Titles Scheme 26787

County

Stanley

Parish

Tingalpa

Title Reference

50264829

3. Registered Proprietor/State Lessee

Body Corporate for The Outlook – Manly Community Titles Scheme 26787

4. Interest

Fee Simple

5. Applicant

Body Corporate for The Outlook – Manly Community Titles Scheme 26787

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C contained in the existing community management statement be recorded as the Community Management Statement for The Outlook – Manly Community Titles Scheme 26787.

7. Execution by applicant

Natalie Karlene Andersen
Solicitor

1 / 8 / 11

Execution Date

Applicant's or Solicitor's Signature

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

26787

This statement incorporates and must
include the following:

- Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

CMS LABEL NUMBER

1. Name of community titles scheme

The Outlook – Manly Community Titles Scheme 26787

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for The Outlook – Manly Community Titles Scheme 26787

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of The Outlook – Manly CTS 26787	Stanley	Tingalpa	50264829
Lots 1 - 30 (inclusive) in SP 116534	Stanley	Tingalpa	50264830 – 50264859 (inclusive)

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

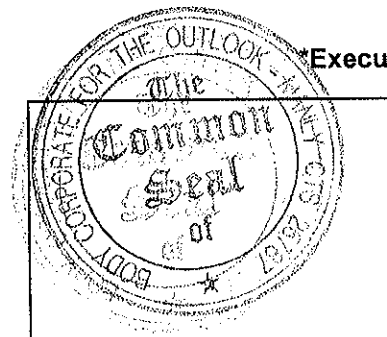
Execution Date

28, 07, 2011

X
Chairperson

X
Committee member

gm reed



Place seal here

*Execution

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 DERM see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 116534	1	165
Lot 2 on SP 116534	1	165
Lot 3 on SP 116534	1	165
Lot 4 on SP 116534	1	165
Lot 5 on SP 116534	1	165
Lot 6 on SP 116534	1	165
Lot 7 on SP 116534	1	165
Lot 8 on SP 116534	1	165
Lot 9 on SP 116534	1	165
Lot 10 on SP 116534	1	165
Lot 11 on SP 116534	1	165
Lot 12 on SP 116534	1	165
Lot 13 on SP 116534	1	165
Lot 14 on SP 116534	1	165
Lot 15 on SP 116534	1	165
Lot 16 on SP 116534	1	165
Lot 17 on SP 116534	1	165
Lot 18 on SP 116534	1	165
Lot 19 on SP 116534	1	165
Lot 20 on SP 116534	1	165
Lot 21 on SP 116534	1	165
Lot 22 on SP 116534	1	165
Lot 23 on SP 116534	1	165
Lot 24 on SP 116534	1	165
Lot 25 on SP 116534	1	165
Lot 26 on SP 116534	1	165
Lot 27 on SP 116534	1	165
Lot 28 on SP 116534	1	165
Lot 29 on SP 116534	1	165
Lot 30 on SP 116534	1	165

TOTALS**30****4950****SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C BY-LAWS**1. Vehicles**

- (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 the 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 visitors 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 seven (7) days written notice to the occupier, with the exception of designated visitor parking.

2. Private Roads and other common property

The private roadways, pathways, drives and other common property and any easement giving access to the land shall not be obstructed by any proprietor or the guests, servants, employees, agents, children, invitees, licensees of a proprietor or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. A proprietor of a lot shall not:

- (a) drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the common property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- (b) permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking;
- (c) permit any boat, trailer, caravan, campervan or mobile home onto over or through the common area or on the land of the proprietor unless the same is housed in a garage and is not visible from any part of the common area;
- (d) permit any occupation of a caravan on a lot;
- (e) drive or permit to be driven any vehicle in excess of the speed limit of 5 kilometres per hour.

3. Obstruction

A proprietor of a lot shall not obstruct lawful use of common property by any person.

4. Damage to lawns, etc., on common property

A proprietor of a lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) except with the consent in writing of the Body Corporate Committee, use for his own purposes as a garden any portion of the common property.

5. Damage to common property

A proprietor 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 Committee but this by-law does not prevent a proprietor 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.

Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

6. Depositing rubbish etc., on common property

A proprietor of a lot shall not deposit or throw upon the common property any cigarette butts, rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor of another lot or of any person lawfully using the common property.

7. Swimming Pool

In relation to the use of the areas a proprietor of a lot shall ensure:-

- (a) that his invitees and guests do not use the same or any of them unless he or another proprietor accompanies them;
- (b) that children below the age of 13 years are not in or around the same unless accompanied by an adult proprietor exercising effective control over them;
- (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- (d) that he and his invitees shall exercise caution at all times and shall not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons;
- (e) that no use is made of the areas between the hours of 9.00pm and 7.00am without the consent of the Body Corporate Committee.

8. Maintenance of Swimming Pool

A proprietor of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

9. Barbecues and Common Room

The barbecue area and the common room shall not be used between the hours of 9.00pm and 7.00am without the consent of the Body Corporate Committee.

10. Rules re Pool, Barbecue and Common Room

The Body Corporate Committee may make rules relating to the use of swimming pools and spa, the barbecues and the common room not inconsistent with these by-laws and the same shall be observed by the proprietors unless and until they are disallowed, or revoked by a majority resolution at a general meeting of the Proprietors.

11. Instructions to contractors etc

The proprietors of Lots shall not directly instruct any contractors or workmen employed by the Body Corporate Committee unless so authorised.

12. Garbage disposal

A proprietor of a lot shall:-

- (a) save where the Body Corporate Committee 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 Committee, 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 proprietor of any other lot is not adversely affected by his disposal of garbage.

13. Appearance of Buildings & Signs

A proprietor of a lot shall not, except with the consent in writing of the Body Corporate Committee, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the common property or any other lot.

14. Inflammable Liquids, Gases or other materials

- (a) A proprietor of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on any property on the Parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Parcel or the regulations or ordinances of any Public Authority for the time being in force.

- (b) A proprietor of a lot shall not, except with the consent in writing of the Body Corporate, use or store on 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 including gas barbecues, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Keeping of Animals

Subject to the Act a proprietor of a lot shall not, without the approval in writing of the Body Corporate Committee, keep any animal upon his lot or the common property.

16. Right of Entry

A proprietor, upon receiving reasonable notice from the Body Corporate Committee, shall allow the Body corporate committee or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.

17. Noise

- (a) A proprietor of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other proprietors of lots or of any person lawfully using the common property. In particular no proprietor of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other proprietor of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- (b) In the event of any unavoidable noise in a lot at any time the proprietor thereof shall take all practical means to minimise annoyance to other proprietors 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.
- (c) Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when a proprietor of a lot returns to the dwelling late at night or early morning hours.

18. Use of Lots

Subject to any exclusions contained in these by-laws a proprietor of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the parcel.

19. Use of Radios etc

A proprietor of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

20. Alterations to the exterior of Lots

Where a Proprietor proposes to carry out work which will alter the exterior of any Lot, he shall follow the procedure set out below:-

- (a) Apply in writing to the Body Corporate, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
- (b) The Body Corporate, on behalf of the proprietor, shall submit to the Architect nominated from time to time the plans and specifications for his consent in writing. The Body Corporate will use its best endeavours to ensure that the Architect gives a decision with reasonable expedition.
- (c) The decision of the Architect to consent or not to any plans and specifications shall be final, provided that the Architect shall be entitled to consent to such plans with appropriate variations. If the Architect refuses to give such consent the proprietor shall not be entitled to make the alterations proposed.

- (d) If the Architect consents to such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with the alterations.
- (e) Any costs associated with the procedure outlined above, including any fee from the Architect shall be paid by the Proprietor seeking to make the alteration.

21. Fences, Pergolas, Screens, External blinds or Awnings

A proprietor of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning of any kind within or upon a lot or on common property without the prior approval in writing of the Body Corporate Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Development.

22. Maintenance responsibility of alterations to Common Property

Any alteration made to common property or fixture or fitting attached to common property by any proprietor of a lot, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the proprietor for the time being of the Lot.

23. Replacement of Glass

Windows shall be kept clean and promptly replaced by the proprietor of the lot with fresh glass of the same kind and weight as at present if broken or cracked.

24. Behaviour of Invitees

- (a) A proprietor of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor of another lot or of any person lawfully using common property.
- (b) The proprietor of a lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such proprietor or their invitees.
- (c) A proprietor of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these By-laws on a proprietor of a lot shall be observed not only by the proprietor but also by the guests, servants, employees, agents, children, invitees and licensees of such proprietor.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any proprietor of a lot or the guests, servants, employees, agents, children, invitees, or licensees of the proprietor of a lot or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.

25. Conduct of Children on Common Property

An owner or occupier of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children do not play on the common roadways, visitor parking areas and driveways.

26. Contamination

In the event of any contamination or infestation happening in a lot, the owner or occupier of such lot shall give written notice of this to the Committee and shall pay to the Body Corporate any expenses incurred as a result of such contamination.

27. Auction Sales/Open House Inspections

A proprietor of a lot shall not permit any auction sale/open house inspection to be conducted or to take place in his lot or in the dwelling or upon the scheme without the prior approval in writing of the Body Corporate Committee.

28. Correspondence and Requests to the Secretary of the Body Corporate

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

29. Copy of by-laws to be produced upon request

Where any lot or common property is leased or rented, otherwise than to a proprietor of a lot, the lessor or, as the case may be, landlord shall cause to be produced to the lessee or tenant for his inspection a copy of the by-laws for the time being in force in respect of the plan.

30. Recovery of Costs (Levies)

A proprietor shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such proprietor by the Body Corporate pursuant to the Act.

31. Power of Body Corporate Committee

The Body Corporate Committee may make rules relating to the common property not inconsistent with these By-laws and the same shall be observed by the proprietors of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

32. Exclusive Use – Court Yards

- (1) The Proprietor and occupier for the time being of lots that have the benefit of a courtyard shall be entitled to the exclusive use of the areas allocated in Schedule E and identified on Plan of Exclusive Use marked "B". The area of each exclusive use will be defined by Mr L Hewitt of L J Hewitt & Co., Surveyors, within twelve (12) months of the date of establishment of the Scheme. The sketch plans identifying the exclusive use of common property shall be prepared by the Surveyor in accordance with the Registrar of Titles' directions for plans. The allocation and identification of the exclusive use areas as defined must be effected within twelve (12) months of the date of recording of the First Community Management Statement.
- (2) Each proprietor and occupier enjoying from time to time the exclusive use of their respective courtyard area shall keep and maintain that part of the common property to which each proprietor and/or occupier is entitled to use exclusively clean and tidy and generally in good order, maintenance and repair to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and Regulation Module.

33. Manager's Lot

Lot 28 may be used both as a residence and for the purposes of management of the lots and common property and for any real estate activity in respect of the lots including letting arrangements and all ancillary services. The owner or occupier from time to time of Lot 28 is authorised to conduct the letting activity for lots in the scheme and to receive any licence or permit required by any government department or authority for such purposes.

34. Exclusive Use – Car Park Allocation

- (1) The owner and occupier for the time being of Lot 28 shall be entitled to the exclusive use as a car park of the area allocated in Schedule E and identified on the plan of exclusive use marked "C". The area of that exclusive use will be defined by Mr L Hewitt of L J Hewitt & Co. Surveyors within twelve (12) months of the date of establishment of the scheme. The sketch plans identifying the exclusive use of the common property shall be prepared by the surveyor in accordance with the registrar of titles directions for plans.
- (2) The owner and occupier for the time being of Lot 28 enjoying the exclusive use of the car park area shall keep and maintain that part of the common property in a clean and tidy condition and generally in good order maintenance and repair to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and regulation module.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not Applicable

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Exclusive Use – Court Yards

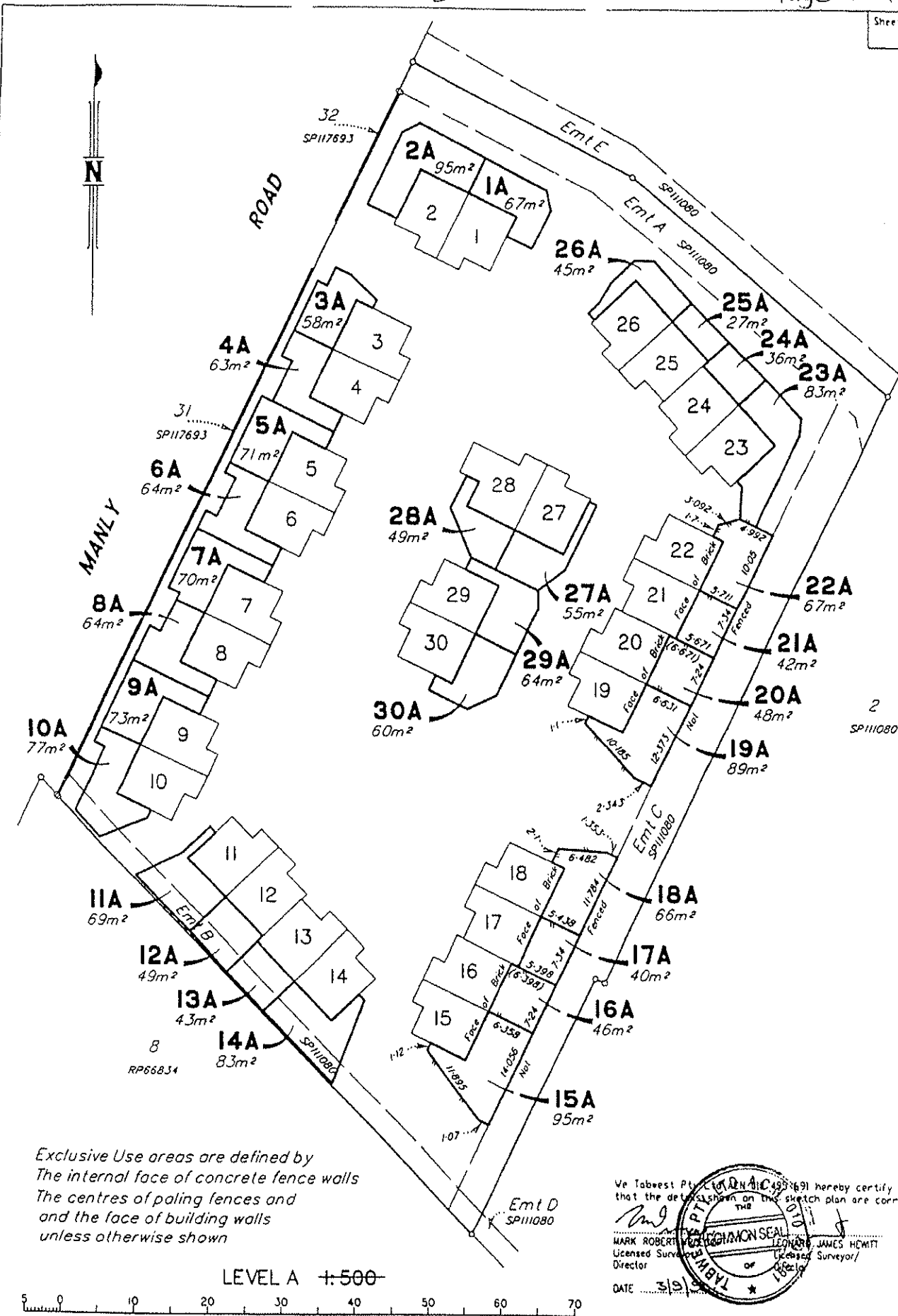
By-Law 32(1)

Lots 1 through to 30 (inclusive) have exclusive use of areas which are allocated in Schedule E and identified on Plan of Exclusive Use marked "B"

Lot	Exclusive Area
Lot 1 on SP 116534	Area 1A on Plan of Exclusive Use marked "B"
Lot 2 on SP 116534	Area 2A on Plan of Exclusive Use marked "B"
Lot 3 on SP 116534	Area 3A on Plan of Exclusive Use marked "B"
Lot 4 on SP 116534	Area 4A on Plan of Exclusive Use marked "B"
Lot 5 on SP 116534	Area 5A on Plan of Exclusive Use marked "B"
Lot 6 on SP 116534	Area 6A on Plan of Exclusive Use marked "B"
Lot 7 on SP 116534	Area 7A on Plan of Exclusive Use marked "B"
Lot 8 on SP 116534	Area 8A on Plan of Exclusive Use marked "B"
Lot 9 on SP 116534	Area 9A on Plan of Exclusive Use marked "B"
Lot 10 on SP 116534	Area 10A on Plan of Exclusive Use marked "B"
Lot 11 on SP 116534	Area 11A on Plan of Exclusive Use marked "B"
Lot 12 on SP 116534	Area 12A on Plan of Exclusive Use marked "B"
Lot 13 on SP 116534	Area 13A on Plan of Exclusive Use marked "B"
Lot 14 on SP 116534	Area 14A on Plan of Exclusive Use marked "B"
Lot 15 on SP 116534	Area 15A on Plan of Exclusive Use marked "B"
Lot 16 on SP 116534	Area 16A on Plan of Exclusive Use marked "B"
Lot 17 on SP 116534	Area 17A on Plan of Exclusive Use marked "B"
Lot 18 on SP 116534	Area 18A on Plan of Exclusive Use marked "B"
Lot 19 on SP 116534	Area 19A on Plan of Exclusive Use marked "B"
Lot 20 on SP 116534	Area 20A on Plan of Exclusive Use marked "B"
Lot 21 on SP 116534	Area 21A on Plan of Exclusive Use marked "B"
Lot 22 on SP 116534	Area 22A on Plan of Exclusive Use marked "B"
Lot 23 on SP 116534	Area 23A on Plan of Exclusive Use marked "B"
Lot 24 on SP 116534	Area 24A on Plan of Exclusive Use marked "B"
Lot 25 on SP 116534	Area 25A on Plan of Exclusive Use marked "B"
Lot 26 on SP 116534	Area 26A on Plan of Exclusive Use marked "B"
Lot 27 on SP 116534	Area 27A on Plan of Exclusive Use marked "B"
Lot 28 on SP 116534	Area 28A on Plan of Exclusive Use marked "B"
Lot 29 on SP 116534	Area 29A on Plan of Exclusive Use marked "B"
Lot 30 on SP 116534	Area 30A on Plan of Exclusive Use marked "B"

Exclusive Use – Car Park (By-Law 34(1))

Lot 28 shall have the exclusive use of the area which is allocated in Schedule E and identified in the Plan of Exclusive Use marked "C".



Exclusive Use areas are defined by
The internal face of concrete fence walls
The centres of paling fences and
the face of building walls
unless otherwise shown

We Tabest P... hereby certify
that the details shown on this sketch plan are correct.
MARK ROBERT JAMES HEWITT
Licensed Surveyor/Director
DATE 3/9/99

PLAN OF EXCLUSIVE USE
OF COMMON PROPERTY OF
"THE OUTLOOK - MANLY" CTS 26787

Parish of TINGALPA County of STANLEY
Client LIFETIME SECURITIES Local Authority BRISBANE CITY COUNCIL

L J Hewitt & Co
Consulting Surveyors

Licensed & Engineering Surveyors • Land Development Consultants
15-17 Montague Street
Stones Corner Qld 4120
PO Box 234
Stones Corner Qld 4120

Email: ljheco@powerup.com.au
Facsimile: (07) 3397 0465
Telephone: (07) 3397 0400

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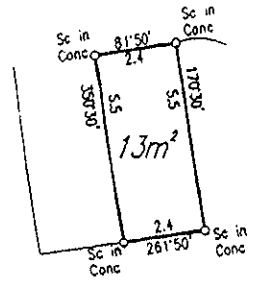
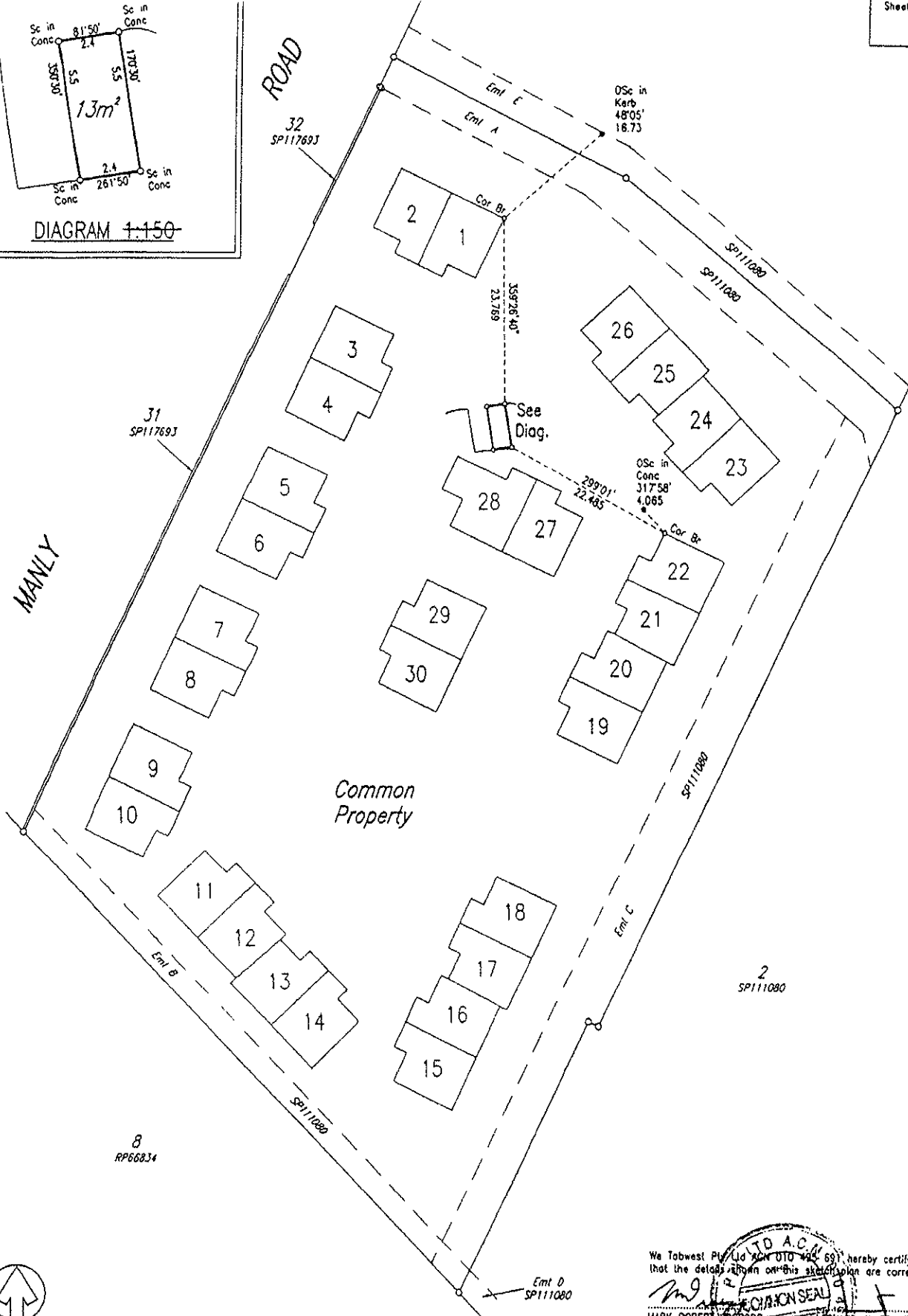


DIAGRAM 1:150

MANLY

ROAD



SCALE 1:500



We Tabwest Pty Ltd (ACN 010 445 69) hereby certify that the details shown on this plan are correct.

MARK ROBERT HENNING
DIRECTOR
LEONARD JAMES HEWITT
LICENSED SURVEYOR/DIRECTOR

DATE 16/7/99

G.F. F.W. 15/7/99 L20/98070/EXUSE SDR K.T.	PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "THE OUTLOOK - MANLY" C.T.S.26787 Parish of TINGALPA County of STANLEY Client: LIFETIME SECURITIES Local Authority: BRISBANE CITY COUNCIL
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L J Hewitt & Co
Consulting Surveyors

Licensed & Engineering Surveyors • Land Development Consultants
 15-17 Montague Street
 Stones Corner Qld 4120
 PO Box 234
 Stones Corner Qld 4120

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 Telephone: (07) 3387 0400

98-070